



# Landmark

C R E D I T U N I O N

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## **Business Account Agreement and Disclosures**

Welcome to Landmark Credit Union. Our goal is to assist you with all your financial needs and provide you with responsive, personalized service.

This document contains important information about your Accounts. Please read it carefully.

If you have any questions regarding the contents of this document, our Member Experience team will be happy to answer them.



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## **Part I - Account Agreement**

This Agreement is a contract that establishes rules that control your Account with us. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. Please read the entire Agreement carefully and ask us if you have any questions. If you sign the Signature Card or open or continue to use an Account, you agree to these rules for yourself as well as for any person or entity whom you represent. You also agree that this Agreement shall be binding on your personal representative, heirs, successors and assigns. This Agreement shall be binding on Landmark's successors and assigns.

All Accounts and any transactions done in connection with Accounts are also subject to Landmark's bylaws and all applicable laws and regulations, and any amendments thereto, except to the extent this Agreement can and does vary such laws and regulations, including Federal and Wisconsin law; Federal Reserve Board operating circulars; and, the bylaws and rules of any clearinghouse to which Landmark (or its correspondent handling the items) belongs. Even if you opened your Account over the internet, by phone, or through the mail, your Account will be governed by the laws of Wisconsin. The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to: (i) summarize some laws that apply to common transactions; (ii) establish rules to cover transactions or events which the law does not regulate; (iii) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and (iv) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

### **1. Definitions**

In this Agreement, Landmark Credit Union may be referred to as "Landmark" or "Credit Union." The words "we," "us" and "our" mean Landmark. The words "you" and "yours" refer to each person, member and/or entity who opened the Account at Landmark and include each Multiple Party Account owner, agent and fiduciary of an Account. The word "Account" means any of the share, share draft or checking, share certificate, money market or escrow accounts, as well as any other share savings type accounts you may have at Landmark; it is used to refer to a single as well as to multiple accounts. Your share draft Account may be referred to as "Checking Account" and your share Account may be referred to as "Savings Account" in this Agreement; share drafts may be also referred to as "Checks". "Card" means your Debit Card and/or ATM Card issued by Landmark and any additional cards or renewals. The word "Agreement," as

used in this document, incorporates this Account Agreement, the Membership Application and Agreement (“Signature Card”) that you sign to open a new Account, and any other document provided to you at Account opening. “Business Day” means Monday through Saturday, during business hours (Central) and excluding federal holidays and observed federal holidays where Landmark’s corporate headquarters is closed.

## **2. Membership Requirements**

To maintain an Account with Landmark, at least one Account owner must be a member of Landmark. Landmark’s bylaws define the eligibility criteria for membership. An eligible person or entity can become a member by completing and signing a Membership Application and Agreement and by purchasing at least one share in Landmark Credit Union. A member must maintain at least one share while any Landmark Account or loan is open.

## **3. Collection of Information and Documents**

To help the government fight the funding of terrorism and money laundering activities, financial institutions are required by federal law to obtain, verify, and record information that identifies each individual or entity that opens an Account or requests credit.

**What this means for sole proprietors:** when an individual, including single-member limited liability companies that do not use a separate Employer Identification Number from the sole member’s Social Security number, opens an Account, we will ask for their name, residence address, date of birth, tax identification number, employment details, and other information that will allow us to identify the individual. We may also ask to see a driver’s license, passport or other identifying documents. We may also use third party service providers to verify the identity based on information provided.

**What this means for other legal entities:** when a corporation, partnership, or other legal entity opens an Account or requests credit, we will ask for the entity’s name, address, tax identification number, and other information that will allow us to identify the entity. We may also ask to see other identifying documents, such as articles of organization or incorporation, partnership agreement or trust documents.

**Additional Requirements for business entities:** generally, when a business entity opens an Account or requests credit or makes changes to an Account, we will to ask for identifying information (name, address, date of birth, social security number as well as identification documents) for each individual who owns 25% or more of the business entity; and, for one individual who has significant managerial control of the business entity. The person opening an Account on behalf of the business entity will also be required to certify

that the information provided is true and accurate.

#### **4. Your Information and Your Credit**

Landmark may release such information about your Account to third parties as is necessary to verify the existence and conditions of your Account. Landmark may report information about your Account (or loans or other credit products) to credit reporting agencies. Late payments, missed payments, or other defaults on your Account (or loans or other credit products) may be reflected in your credit reports. Landmark may also reveal information relating to your Account necessary to comply with Legal Action as explained below.

You authorize Landmark to check your account, credit, and employment history, and to obtain a credit report to verify your eligibility for any Accounts and services you request now or in the future and for occasional reviews of your Account and any other legitimate business purposes. You may receive a “prescreened” offer of credit that is based on information in your credit report indicating that you meet certain criteria. The offer is not guaranteed if you do not meet our criteria, including providing acceptable property as collateral. If you do not want to receive prescreened offers of credit from us and other companies, call TransUnion at 1-888-567-8688 or visit the website at [www.optoutprescreen.com](http://www.optoutprescreen.com); or write TransUnion Opt Out Request, P.O. Box 505, Woodlyn, PA 19094-0505.

By providing your telephone number, including your wireless telephone number, in connection with the Account, you have consented and authorized Landmark or anyone acting on its behalf to contact you about the Account at that number using an automatic telephone dialing system or an artificial or prerecorded message.

#### **5. Federal Tax Identification Number (“TIN”)**

Federal law requires you to provide either your Social Security Number (“SSN”) or an Employer Identification Number (“EIN”). We reserve the right to refuse your transactions until you certify your TIN. You must certify that the TIN you have provided is accurate and that you are not subject to backup withholding. For non-U.S. person(s), documentation, including a W-8 form, is required. If you have questions regarding your tax status, ask your tax advisor or legal counsel.

#### **6. General Provisions**

**6.1 Conflict of Terms.** If a service we offer has a separate agreement, and there is a conflict between the terms of this Agreement and the separate agreement, the separate agreement will apply.

**6.2 Communications.** We can monitor, record, and retain your communications with us at any time without

further notice to anyone, unless the laws governing your Account require further notice. Monitored and recorded communications include but are not limited to the following (i) telephone conversations; (ii) electronic messages; (iii) electronic records; and, (iv) data transmissions.

**6.3 Severability.** If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard Agreement, but we must agree to any variation in writing either on the Signature Card for your Account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

**6.4 Not a Waiver.** Landmark reserves the right to waive the enforcement of any of the terms of this Agreement. Any such waiver is not sufficient to modify the terms and conditions of this Agreement and will not affect Landmark's right to insist on full enforcement of its rights in the future.

**6.5 Amendment.** Landmark reserves the right to change the terms and conditions of this Agreement at any time and you agree to abide by any and all changed terms. For purposes of this Agreement, "change" means to amend modify, add to, or delete from. Changes that are required by state or federal law may become immediately effective. Other changes will become effective (a) thirty (30) days following our (i) posting of a notice of such changes at our branches; or (ii) mailing of a notice of such changes to you (whether separately or with/ on your statement or in our newsletter); or (b) as otherwise permitted by applicable laws and regulations including becoming effective immediately unless an applicable law or regulation specifically requires advance notice of this change.

**6.6 Venue and Jurisdiction.** Except to the extent that any claim, dispute or other proceeding is subject to mandatory arbitration as provided herein. Landmark and you each agree that any lawsuits, claims, or other proceedings arising from or relating to your Account or the Agreement, including the enforcement of the Arbitration Agreement and the entry of judgment on any arbitration award, will be subject to the jurisdiction of and venued exclusively in the state of Wisconsin, without regard to conflict of laws principles.

**6.7 WAIVER OF RIGHT TO TRIAL BY JURY. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND LANDMARK HEREBY MUTUALLY WAIVE THE RIGHT TO TRIAL BY JURY OF ALL DISPUTES, CONTROVERSIES AND CLAIMS BY, BETWEEN OR AGAINST EITHER YOU OR LANDMARK WHETHER THE DISPUTE, CONTROVERSY OR CLAIM IS SUBMITTED TO ARBITRATION OR IS DECIDED BY A COURT.**



## 7. Specific Provisions

**7.1 Account Closing and Restriction.** If we suspect any suspicious, unauthorized, or unlawful activities, we may restrict your access to your Account and other accounts with us that you maintain or control. We can also terminate or suspend specific services (e.g. wire transfers) related to your Account without closing your Account and without prior notice to you. You can discontinue using a service at any time.

Landmark reserves the right to close your Account at any time for any other reason, including if your Account balance falls to zero (0). Upon closing the Account, we may give you a notice of the closure. We will give you a check for the balance or transfer the funds to another Account you own, if applicable. If you have no Account at Landmark with more than a zero (0) balance, Landmark may consider you to have voluntarily terminated your membership and may remove your name from Landmark's membership list. You may at any time thereafter reapply for membership and may be readmitted in accordance with Landmark's bylaws. We may also convert your Account to another type of deposit account (by giving you any required notice) if (i) you use it inappropriately or fail to meet or maintain the Account's requirements, or (ii) we determine the Account is inappropriate for you based on your use, or (iii) we stop offering the account type you have.

**7.2 Inactive and Dormant Accounts.** If your Account becomes inactive or dormant it will be assessed a monthly Inactive Account Fee or an annual Dormant Account Fee, as indicated in our Fee Schedule. We will provide you an Account statement listing any fees charged to your inactive or dormant Account at least annually. If your Account becomes inactive, we will waive the assessment of the Inactive Account Fee if: (i) your account is a certificate account; (ii) you conduct at least one (1) member-initiated transaction in the 12-month period preceding a month in which your account is inactive; (iii) at least one Account owner is under the age of 21; (iv) you have an open loan with Landmark; or (v) the combined balance in all of the accounts under your membership is greater than \$100. An account is deemed inactive if, for at least one calendar month no member-initiated transactions are conducted through the account and no dividends are posted to the account. While your account is inactive, you will not receive a periodic statement. An account is dormant if, for at least one calendar year (i) no member-initiated transactions are conducted through the account; and, (ii) member correspondence has been returned to us as undeliverable and we have not been able to establish contact or locate the owner(s). Dormant Accounts are subject to applicable state unclaimed property

laws. We will attempt to contact you at the last address we have on our records prior to remitting any funds to the state (if your Account is considered abandoned under applicable state unclaimed property laws).

**7.3 Right to Setoff.** To the extent permitted by applicable law, we reserve a right of setoff in all of your accounts with us (whether member share, checking, savings, or some other account). This includes all accounts you hold jointly with someone else and all accounts you may open in the future. However, this does not include any IRA or Keogh accounts, consumer credit card or open-ended line of credit obligations, or any trust accounts for which setoff would be otherwise prohibited by law. You hereby authorize us, to the extent permitted by applicable law, to charge or setoff all sums owing on any and all indebtedness you owe us against any and all such accounts. We may, at any time after the occurrence of an event of default under and pursuant to any documents which evidence any indebtedness you owe to us, any guaranty of any indebtedness owed to us by a third-party, or at any time you otherwise cause us a financial loss, exercise our right of setoff against any deposit balances, member share account or other funds now or hereafter owed to you by us. This right of setoff shall exist in connection with all of your debts and payment obligations owed to us, whether now existing or that may exist in the future. Unless required by law, we will not provide you with notice prior to exercising setoff rights and we may exercise our setoff rights irrespective of any collateral securing your debts or payment obligations to us. We may setoff funds from your accounts before we pay checks or other items drawn on your accounts. We will not be liable for the dishonor of any check or overdraft of any kind or nature that occurs as a result of our exercise of setoff against your accounts, which you hereby acknowledge. No term which may exist in another agreement that governs any debt or payment obligation to us shall be constructed or otherwise interpreted as limiting the setoff rights reserved, provided or granted to us herein. Our election not to exercise our right of setoff as provided herein on any occasion where such right may arise shall not affect our right to exercise our right of setoff at a later time for the same occurrence or any subsequent occurrences.

**7.4 Security Interest.** You hereby pledge and grant us a consensual and voluntary security interest in any and all member share accounts, dividends, interest, and deposits in all individual and joint accounts you have with us now and in the future. Your pledge will permit us to apply any and all funds in your accounts to what you owe us when you are in default under and pursuant to any documents which evidence any indebtedness you owe to us, any guaranty of any such indebtedness owed to us by a third-party, or at any time you otherwise cause us a financial loss. However, this

pledge does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be otherwise prohibited by law. This security interest shall secure all of your debts and payment obligations owed to us, including consumer credit card and open-ended line of credit obligations, whether now existing or that may exist in the future. You hereby agree that we are considered to be in control of any and all of your individual and jointly held accounts, for the purposes of perfection of the consensual and voluntary security interest you grant us herein, and you likewise acknowledge that our exercise of such control over said accounts constitutes perfection of said security interest. Our security interest will be governed by Article 9 of the Uniform Commercial Code, as adopted by the state in which this agreement is executed. The grant of a security interest hereunder is consensual and is in addition to our right of setoff and any and all rights which we have under applicable law. In addition to this consensual and voluntary security interest, we may also have a statutory lien on all individual and joint accounts you have with us, which means we may have the right under federal and state law to claim an interest in your accounts. We may exercise our right to enforce either the consensual and voluntary security interest or statutory lien interest provided for and described herein, without further notice to you, unless such notice is otherwise required by applicable law.

**7.5 Facsimile Signature.** If you authorize the use of a facsimile signature, electronic signature or other form of signature (collectively, "Facsimile Signature"), you agree that you shall have the sole responsibility for maintaining security of any such Facsimile Signature or device by which it is affixed and that you shall bear the entire risk of unauthorized use thereof whether or not you are negligent. You also agree that no facsimile of your signature may be considered a forgery or an unauthorized signature but that such Facsimile Signature shall be effective as your signature or endorsement. You further agree to indemnify and hold Landmark harmless from and against any and all loss, cost, damage, liability, or expense (including reasonable attorneys' fees) Landmark may suffer or incur as a result of the unlawful use, unauthorized use, or misuse by any person of such Facsimile Signature.

**7.6 Legal Actions Affecting your Account.** If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your Account (termed "Legal Action" in this section), we will comply with that Legal Action. Or, in our discretion, we may freeze the assets in the Account and not allow any payments out of the Account until final court determination regarding the Legal Action. We may do these things even if the Legal Action involves less than all of the owners of the 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 in accordance with the Legal Action. Any fees or expenses we incur in responding to any Legal Action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your Account. Landmark may reveal information relating to your Accounts and activity necessary to comply with the Legal Action.

**7.7 Internet Gambling.** You understand and agree that Landmark prohibits the use of any account to conduct transactions that are related, directly or indirectly, to unlawful Internet gambling. As used in this Agreement, "unlawful Internet gambling" shall have the meaning set forth in the Unlawful Internet Gambling Enforcement Act of 2006, and Regulation GG. Restricted transactions, including acceptance of credit, funds, instruments or other proceeds from another person in connection with unlawful Internet gambling, are prohibited from being processed through your account or relationship with us. By maintaining an account with Landmark, you certify that you do not engage in Internet gambling and agree to notify us if your account is ever used for Internet gambling of any kind, even if you believe the activity to be legal.

## **8. Ownership and Control of Accounts**

Accounts at Landmark may not be transferred or assigned. These rules apply to each Account depending on the form of ownership specified on the Account records for that Account. We reserve the right to refuse some forms of ownership on any or all of our accounts. We make no representations as to the appropriateness or effect of the ownership designations, except as they determine to whom we pay the Account funds.

Landmark will not be responsible for reviewing or verifying multiple signatures on an item drawn on or against your Account. If an item contains at least one authorized signature, it will be considered authorized and properly payable. This means that Landmark will be considered to have exercised ordinary care and shall have no liability to you for the payment of any item that is signed by at least one authorized signer, even if one or more signatures are missing, unauthorized or forged, regardless of the number of signatures you have provided for the purpose of a withdrawal, including but not limited to check withdrawals. Landmark shall not be liable for losses arising out of the failure to detect a forged signature or altered item, if such forgery or alteration would not be evident to an ordinary person without expert experience in detecting such matters exercising reasonable care.

If Landmark has notice of a dispute between beneficiaries

of Accounts, owners of Multiple Party Accounts, authorized signers of Organization Accounts, trustees of trust accounts, and/or fiduciaries of Accounts (including accounts with agents or attorneys-in-fact), or receives inconsistent instructions from them, Landmark reserves the right to place a hold on or terminate the Account, require a court order to act, or require that all Account owners, or their fiduciaries, if unable to act, agree in writing to any transaction concerning the Account.

**8.1 Authorized Persons.** The following may be authorized and act on your behalf respect to your Accounts (each, an "Authorized Person"):

- 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.

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.

**8.2 Solely-Held Accounts.** A Solely-Held Account is an Account that is owned by one member of Landmark. A Solely-Held Account may be owned by any person, corporation, partnership, limited liability company, limited liability partnership, trust, estate, association or organization.

### **8.3 Business, Organization and Association Accounts.**

Accounts owned by a business, organization or association (“Organization Accounts”) have some special limitations. We may require an authorization document designating the person(s) authorized to transact on the Account (“Signer”), and conditions required for withdrawals from any Organization Account. We will honor such authorization according to its terms until we receive an amendment to or termination of the authorization in writing by the governing body of such organization. Transactions restricted by the federal Unlawful Internet Gambling Enforcement Act are prohibited and will not be processed through accounts at Landmark; you are obligated to not originate or request Landmark to process any of the prohibited transactions. Landmark, at its discretion, also reserves the right to decline and/or limit any transactions or services that would be a breach or an apparent breach of the fiduciary duty owed by the Account Signer to the organization.

## **9. Rights after Death**

You agree to notify us of the death of any sole proprietor Account owner and provide documentation we may need to document the death and establish the rights of any party to the balance of the Account.

**9.1 Solely-Held Account.** Upon the death of a natural person Account owner and our receipt of any required documentation, the sums on deposit may be released to the personal representative of the owner’s estate, designated P.O.D. beneficiaries (explained below), or otherwise according to Wisconsin law.

**9.2 P.O.D. Account.** For sole proprietorship accounts, you may establish your Account payable on death to one or more beneficiaries, the account is a “P.O.D.” Account. If we receive proof you’ve died, we will pay the balance of the Account to the beneficiary or beneficiaries you designated. Multiple beneficiaries will be paid in equal shares unless the signature card provides otherwise. If the Account is also a Multiple Party Account, the funds will be distributed to the P.O.D. beneficiaries after the death of the last Account owner to die. Divorce, annulment, or a similar event may revoke P.O.D. provisions for a former spouse or a relative of a former spouse. Otherwise, the following terms apply, subject to Wisconsin law. All sums paid pursuant to a P.O.D. designation will be divided among the beneficiaries or the surviving beneficiary(ies).

## **10. Transactions and Account Activity**

**10.1 Deposits.** We will provide or make available upon request a receipt for all deposits to your Account. However, the amounts shown on your deposit receipts are based solely on your deposit ticket. Credits for all deposits are subject

to final verification and, after review, Landmark may make adjustments to your Account for any errors, including any errors appearing on your deposit ticket. The actual credit for deposits of foreign currency or items payable in foreign currency will be at the exchange rate in effect at the time of final collection in U.S. dollars. Landmark acts only as your agent for the collection of the items and is not responsible for handling items for deposit or collection beyond the exercise of ordinary care. Landmark is not responsible for the negligence of any correspondent or for the loss in transit, and each correspondent will only be liable for its own negligence. You waive any notice of nonpayment, dishonor, or protest regarding items we receive for credit or collection to your Account. Landmark may give you provisional credit for items deposited to your Account or Automated Clearing House (ACH) transfers to your Account. Items may be charged back against your Account or any other Landmark account in which you have an ownership interest if for any reason final payment is not received. If Landmark receives notice that an item is being returned, we may place a hold on the funds in your Account to cover the amount of the item. If we are unable to hold or debit sufficient funds from the Account into which the item was deposited, we may hold or debit funds from any of your Accounts. We may not give you prior notice of our actions with respect to an item. You waive notice of nonpayment for any item deposited to your Account. You also agree that items returned unpaid because of insufficient available funds may be re-presented for payment without notice to you.

We may charge fees for re-presenting items in accordance with our Fee Schedule. We may delay your ability to withdraw certain deposits in accordance with the Funds Availability Policy. Landmark may return or refuse to accept all or any part of a deposit or credit to your Account at any time and will not be liable to you for doing so even if such action causes outstanding checks to be dishonored and returned. Refused deposits will be returned to you. Landmark is not responsible for deposits made by mail, night depository drop boxes or through a depository not staffed by Landmark's staff until Landmark actually receives the deposit. Landmark may rely on the Account number for any deposit record received, even if the record identifies a party different from the entity identified by name in the record.

You may authorize the direct deposit of your paycheck or other funds to your Account by completing a separate authorization form. If, in connection with a direct deposit plan, we deposit any amount in your Account that should have been deposited to another member's account or for any reason returned to the federal government, you authorize us to deduct the amount of our liability from any of your future

deposits or from any other Account you own. You agree we can do this without prior notice to you and at any time, regardless if it causes outstanding checks to be dishonored and returned, unless otherwise prohibited by law. We may also use any other legal remedy to recover the amount of the liability resulting from an incorrect deposit to your Account.

Availability of funds from deposits is outlined in the Funds Availability Policy in Part III of this Agreement.

**10.2 Withdrawals and Transfers.** Any request for a withdrawal or transfer of funds must be made in a form approved by Landmark. We reserve the right to refuse withdrawals until we have properly signed authorizations on forms approved by us. Landmark may accept telephone or pre-authorized orders from you to transfer or withdraw funds from your Account even if the transfer or withdrawal causes an overdraft. If more than one check or other withdrawal request from your Account is presented to Landmark on the same day, and if your Account has sufficient funds to pay for some but not all of such checks or items, Landmark has the right to decide the order in which it will pay the checks or items it will pay and those it will reject (if any). Landmark reserves the right to refuse to stop payment on any withdrawal issued in the form of a certified check, cashier's check, teller check, Credit Union check or money order. You agree to protect your Account number, personal identification numbers or any other access devices, and keep them secure from unauthorized persons. If you give your Account number to another person or business and authorize that person or business to make transactions on your behalf, you authorize Landmark to honor any transaction initiated by that person or business even if you have not authorized a particular transaction.

**10.2.1 Right to refuse.** Unless otherwise prohibited by law, we reserve the right to refuse withdrawals or transfers if (i) there are insufficient available funds in the Account, (ii) a levy, garnishment or attachment has been served, (iii) the Account secures an obligation to Landmark, (iv) any required document has not been received, or (v) you are in default on any loan with Landmark.

**10.2.2 Limitations on Transfers and Withdrawals.**

Landmark reserves the right to require not less than seven (7) days notice in writing before permitting withdrawal from a share account, savings account, money market account, or any other account that qualifies as a savings deposit account under Federal Reserve Regulation D. Your Accounts may be subject to withdrawal limitations specified in Landmark bylaws or other documents you receive when you open your Account. Please see the Business Deposit Account Disclosures applicable to your Account for limitations on the number or dollar amount of withdrawals or deposits.



**10.2.3 Special Provisions for Funds Transfers.** For purposes of this section referring to funds transfers, the word “bank” refers to a bank, savings & loan or credit union. All terms used in this section referring to funds transfers have the meaning given them by Chapter 410 of the Wisconsin Statutes, Article 4A of the Uniform Commercial Code and Subpart B of Regulation J of the Board of Governors of the Federal Reserve System.

Landmark has no obligation to execute any payment order. If you send or receive a funds transfer, Landmark or its correspondent may use any means commercially reasonable to execute the funds transfer including but not limited to Fedwire. Any transfer made via Fedwire is subject to the rules of Regulation J. Landmark may charge your Account for the amount of any funds transfer initiated by you, by any person authorized by you, or by any Multiple Party Account owner. Any person designated by a business or organization is authorized to issue payment orders for an Organization. Landmark may charge and you agree to pay a service fee for funds transfers to or from your Account. The fees, if any, for funds transfer services are set forth in the Fee Schedule. Any service fees not paid in advance may be deducted from your Account balance. Landmark may not accept a payment order for which there is not a sufficient available balance to cover the amount of the payment order and any applicable service fees. Landmark is not responsible for any inaccuracy, delay, interruption, or failure in transmission due to actions or inaction of third parties, including any Account owner, or circumstances beyond the control of Landmark, including mechanical, electronic or equipment failure.

You agree not to issue a payment order that instructs Landmark to execute the payment order on a date other than the date Landmark receives the payment order. Landmark may execute your payment order on the day Landmark receives it notwithstanding your instruction to execute it on a different date, unless Landmark agrees in writing to follow such instructions.

Landmark may establish or change cut-off times for the receipt, execution, and processing of funds transfers, payment orders, cancellations or amendments. If Landmark has established cut-off times, a notice of such cut-off times will be available from Landmark upon request. Funds transfers, payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the next business day and processed accordingly.

You, any person you have authorized to have access to your Account, or any Multiple Party Account owner may amend or cancel any payment order. Any amendment to or cancellation of a payment order must be received at a time

and in a manner sufficiently describing the original payment order as to afford Landmark a reasonable opportunity to act on the amendment or cancellation. Payment order amendments or cancellations received within one (1) hour of the time Landmark has been directed to execute the payment order are not timely and may be rejected by Landmark. If Landmark accepts an amendment or cancellation of a payment order, you agree to hold Landmark harmless from, and indemnify Landmark for, any and all losses and expenses, including reasonable attorneys' fees incurred as a result of any actual or attempted amendment or cancellation of a payment order.

Landmark may establish, from time to time, security procedures to verify the authenticity of a payment order. You will be notified of the security procedure, if any, to be used to verify payment orders issued by you, or for which your Account will be liable. If a security procedure has been established, you agree that the authenticity of payment orders, amendments or cancellations may be verified using that security procedure, that such security procedure is a commercially reasonable method of preventing unauthorized payment orders and that Landmark has no obligation to accept a payment order, amendment or cancellation that is not issued in accordance with the security procedure. If you notify Landmark in writing that you do not agree to the security procedure originally agreed upon, Landmark will not accept any payment order from you or other authorized parties on the Account until you and Landmark agree, in writing, on an alternate security procedure. You agree that any alternate security procedure agreed to by you and Landmark is a commercially reasonable method of preventing unauthorized payment orders. Landmark may utilize audio recording devices for any payment order, amendment or cancellation received by telephone.

If you give Landmark a payment order that identifies the beneficiary (recipient of the funds) by both name and identifying number or account number, payment may be made by the beneficiary's bank on the basis of the identifying number or account number, even if the number identifies a person different than the named beneficiary. This means that you will be responsible to Landmark if the funds transfer is completed on the basis of the identification or account number you provided to Landmark.

If you give Landmark a payment order that identifies an intermediary or beneficiary's bank by both name and an identifying number, Landmark and any receiving bank may rely on the number as the proper identification even if it identifies a person or bank other than the named bank. This means that you will be responsible for any loss or expenses incurred by a receiving bank that executes or attempts to

execute the payment order in reliance on the identifying number you provided.

Landmark may give you credit for Automated Clearing House (ACH) payments before it receives final settlement of the funds transfer. Any such credit is provisional until Landmark receives final settlement of the payment. You are hereby notified and agree that if Landmark does not receive final settlement it is entitled to a refund from you of the amount credited to you in connection with that ACH entry. This means that Landmark may provide you with access to ACH funds before Landmark actually receives the money. However, if Landmark does not receive the money, then Landmark may debit any Account that you own.

ACH transactions are governed by operating rules of the National Automated Clearing House Association. If Landmark receives a funds transfer for you or for other persons authorized to have access to your Account, you agree that Landmark is not obligated to provide you with next day notice of the receipt of the funds transfer. Landmark will provide you with notification of the receipt of all funds transfers by noting such items in your periodic Account statements. You may inquire between receipt of periodic statements whether or not a specific funds transfer has been received by calling Landmark during regular business hours.

You must exercise reasonable promptness in examining your statement and reporting to Landmark any erroneous or unauthorized funds transfer. You agree that you will examine your statement and report any erroneous or unauthorized funds transfer to Landmark within ten (10) days of the date your statement was mailed to you. Landmark will not be liable for any error or unauthorized withdrawal unless you notify Landmark of the error or unauthorized withdrawal within ten (10) days of the date the statement was mailed to you.

If Landmark becomes obligated under Article 4A of the Uniform Commercial Code or Chapter 410 of the Wisconsin Statutes to pay interest, you agree that the rate of interest to be paid shall be equal to the dividend rate, on a daily basis, applicable to the Account at Landmark to which the funds transfer should have been made or from which the funds transfer was made. Except as permitted by law, you also agree that Landmark shall not be liable for indirect, incidental exemplary or consequential damages (including lost profits or earnings) of any kind or attorney fees as a result of any funds transfer.

**10.3 Dividends.** The dividends we pay on your Account change from time to time and are tied to Landmark's earnings. For our current dividend rates, please see the Deposits section of our Current Rates Brochure. If we change our dividend rates you will be given notice according to the terms of this Agreement and as required by federal

or state law. Liability for dividends established by us on any Account shall terminate without penalty if (1) we commence an involuntary dissolution procedure, or (2) the Office of Credit Unions takes possession of Landmark under Chapter 186 of the Wisconsin Statutes. If Landmark dissolves, the Director of Credit Unions shall determine the priority of payout of the various classifications of savings.

**10.4 Fees.** From time to time your Account may be subject to fees. The amount and conditions under which fees may be charged to your Account are set forth in the Fee Schedule. You agree that by maintaining your Account, you agree to pay fees as set forth herein. You agree to pay our fees for the specific Account, specific transactions, and for using specific services. We are permitted to either directly debit your Account or invoice you for our fees and expenses and taxes incurred in connection with your Account and any service. You may also request other Landmark services that are subject to a fee. Information about fees for services will be provided upon request. You agree that any fee incurred may be deducted from any Account you own, even if the deduction causes an overdraft of the Account, causes the dishonor of items drawn on your Account, or triggers an advance under an overdraft protection plan. We reserve the right to change our fees at any time. If we change our fees you will be given notice according to the terms of this Agreement and as required by federal or state law. Landmark, in its sole and exclusive discretion, reserves the right to waive collection of any fee to which it may be entitled under the Agreement and the Fee Schedule. In the event that Landmark waives collection of any fee, such waiver shall not affect Landmark's right to collect such a fee from any other member, to collect such fee from you in the future or constitute a course of dealing relieving you from payment of such fee at any time.

A listing of the fees associated with your Account (the "Fee Schedule") can be located online at [Landmarkcu.com](http://Landmarkcu.com), in any of our branch locations, and will be provided to you on request.

**10.5 Checks.** Only Check blanks approved by Landmark and other methods approved by Landmark may be used to withdraw funds from your share draft or checking Account. If you fail to abide by these requirements you may be charged the reasonable costs and expenses incurred by Landmark in processing any withdrawal transacted with a non-approved Check blank or other such non-approved method. To the full extent permitted by law, you agree to be liable for any loss resulting from the loss or theft of Check blanks. We may pay any Check drawn on your Account that you have authorized or which contains your signature, whether or not the form of the signature is the same as that shown on the Signature Card.

**10.5.1 Endorsements.** An endorsement is a signature, stamp, or other mark on the back of a check. Any item deposited to your Account that lacks an endorsement may be, or may be deemed to be, endorsed by Landmark on your behalf. With respect to any such item Landmark's rights and your liabilities shall be determined as though you actually endorsed and deposited the item. Landmark may require that certain government checks, insurance company items or other special types of checks be personally endorsed by each of the payees. Any endorsement you place on a check must appear in the area within 1.5 inches from the trailing edge of the check, which is the left side of the check looking at it from the front. No other marks may appear in any other section of the back of the check, except that checks deposited through mobile deposit must bear a restricted endorsement in the form of "For Mobile Deposit at Landmark Credit Union" immediately below the signature, although we may accept endorsements outside this space. You agree to assume responsibility for and to indemnify Landmark for any delay or loss it may incur as a result of your failure to comply with these endorsement standards. We are not bound by restrictions or notations, such as "void after six months," "void over \$50," or "payment in full." When you cash or deposit a check with a notation or restriction, you are responsible for any loss or expense we incur relating to the notation or restriction.

**10.5.2 Unauthorized Checks.** You must exercise reasonable promptness in carefully examining your periodic statement and reporting to Landmark any unauthorized Check. Your statement will include sufficient information to reasonably identify an unauthorized Check, including the amount, date of payment and any item number. Your failure to notify Landmark of any unauthorized Check, which you reasonably should have discovered from the information contained in your statement, within 10 days from the date we first send or make your statement available to you is conclusive proof that you failed to exercise reasonable promptness in examining your statement and reporting to Landmark the unauthorized draft. In addition to in-person deposits with our tellers, we use automated systems to process checks. You agree that, to the extent that such systems are consistent with industry customs and standards, their use will constitute ordinary care and we will not be liable to you for forgeries or alterations not detected by those systems. You further agree that we will not be liable to you for detecting any item that cannot be detected by a reasonable person exercising ordinary care under the circumstances. You agree to follow reasonable business practices to avoid unauthorized transactions on your Account, including, but not limited to, auditing your internal records, protecting checks received by you, protecting your unsigned checks

and promptly reviewing all statements we send or otherwise make available to you. Without regard to the care or lack of care of either you or Landmark, you agree that if you fail to report any unauthorized Check within ten (10) days of the date your statement was mailed or otherwise made available to you, and if such failure to report would cause a loss to Landmark, that Landmark is in no way liable for any loss caused by the unauthorized Check.

**10.5.3 Cancelled Items.** Cancelled checks, receipts, deposit tickets, or other such documents may not be returned to you. We will however, provide you with an Account statement showing payment of items and describing each item by item number, if applicable, amount and date of payment. If items are not returned to you we will either retain the items, or if the items are destroyed, maintain the capacity to furnish legible copies of the items for seven (7) years after the receipt of the item. A request for copies of an item may be subject to a fee as disclosed in the Fee Schedule.

**10.5.4 Truncated Checks.** Landmark may adopt the practice of using another credit union, bank or some other clearing agent to pay Checks drawn on your Account. This method of clearing Checks may involve the truncation of your Checks. When Checks are truncated, the bank or clearing agent retains your original Check and Landmark may not be able to verify your signature before your Check is paid. Landmark or its clearing agent may also use automated Check sorting equipment and automatic payment of Checks without manual verification of signature, or other sight examination. You agree that check truncation and the use of automated check sorting equipment are customary and generally accepted practices among credit unions, are commercially reasonable methods of paying Checks drawn on your Account and that Landmark has exercised ordinary care in so paying any Check using either or both of these methods of clearing checks.

**10.5.5 Checks after Death.** If the owner of a sole proprietorship Account draws a check or otherwise authorize withdrawals not presented for payment until after your death, Landmark is authorized to pay such Checks and withdrawals notwithstanding any rights that a surviving Multiple Party Account owner, a P.O.D. beneficiary, heir or a beneficiary of a trust account may have to sums deposited to the Account.

**10.5.6 No Liability for Non-Payment.** Landmark will not be liable for nonpayment of Checks because of insufficient available funds in your Account resulting from the deduction of special charges or service fees. You agree to hold Landmark harmless for its failure or refusal to honor any item drawn on your Account where such failure or refusal is due to conflicting demands or notices made upon Landmark.

**10.5.7 Post-Dated and Stale-Dated Checks.** We may, but

are not obligated to, pay any check or draft drawn on your Account that is stale-dated (presented more than six (6) months past its date). If we pay an item that is stale-dated you agree to hold us harmless for taking such action.

If you postdate a Check that is presented for payment before the date stated on its face and unless you have notified Landmark in accordance with the requirements stated below that you have postdated the draft, Landmark may treat the draft in the following ways: (a) we may pay the draft, even if it causes an overdraft on your Account; or (b) we may return the draft to the payee. If you notify Landmark that you have postdated a draft, your notice must allow us reasonable time to notify our employees and to act on the notice. The notice must accurately identify the draft by exact draft number, Account number, payee, date and amount. You understand that the exact information is necessary for Landmark's software to identify the draft. Landmark is not responsible if your notice is not timely or if the information you give is incorrect or incomplete. You may give us notice of a postdated draft orally, but your oral notice will lapse after fourteen (14) calendar days unless you confirm your notice in writing. A written notice is effective for six (6) months. A written notice may be renewed for subsequent six (6) month periods, but any renewal of a notice must be in writing and must be given to Landmark before the expiration of the effective period of the prior notice, and must provide the same information provided in the original notice. You may be assessed, and you agree to pay, a service charge for each postdated draft notice. If we pay over a valid postdated item notice, we will be liable for actual damages only in an amount not to exceed the amount of the item.

**10.5.8 Stop Payment.** If you would like to place a stop payment on a Check, you must give us the exact draft number, Account number, payee, date and amount. We must receive a stop payment order in time to give us a reasonable opportunity to act on it. Any Account signer may request a stop payment on a draft even though he or she has not signed the draft and regardless of the number of signatures required to make withdrawals or transfers to the Account. Only the person who authorized the original stop payment may release a stop payment order. You may give us notice of a stop payment on a draft orally, but your oral notice will lapse after fourteen (14) calendar days unless you confirm your notice in writing. A written notice is effective for six (6) months. We may, at our option, continue stop payment orders beyond these time limits unless you cancel the stop payment order. A written notice may be renewed for subsequent six (6) month periods, but any renewal of a notice must be in writing, and must be given to Landmark before the expiration of the effective period of the prior notice, and must provide

the same information provided in the original notice. You may be assessed, and you agree to pay, a service charge for each stop payment request. If we pay over a valid stop payment request, we will be liable for actual damages only in an amount not to exceed the amount of the item.

## **11. Account Statements**

**11.1 Address.** Unless you have instructed Landmark otherwise in writing, statements and notices will be sent to the first named Account owner's last known address on file with Landmark. You agree to promptly notify Landmark of any change of your address and will assume full responsibility for any failure of Landmark to deliver statements and notices to you due to your failure to notify us of any change of address. You agree that Landmark may mail statements and notices for Accounts with the same mailing address in the same envelope.

**11.2 Undeliverable Statements.** Your Account statements or notices may be considered unclaimed or undeliverable if two or more Account statements or notices are returned to us through the mail because of an incorrect address; or we notify you electronically that your Account statement is available for viewing at Landmark's Digital Banking and we receive email notifications that our message is undeliverable. In either event, we may (i) discontinue sending Account statements and notices, and (ii) destroy Account statements and notices returned to us as undeliverable. We will not attempt to deliver Account statements and notices to you until you provide us with a valid postal or electronic address.

**11.3 Review and Reporting of Errors and Unauthorized Activity.** You must exercise reasonable promptness in carefully examining your statement and reporting any error or unauthorized withdrawal. You agree that you will examine your statement and report any error or unauthorized withdrawal appearing on the statement to Landmark within ten (10) days of the date your statement was mailed to you. Landmark is not responsible for any loss caused by an error or unauthorized withdrawal reported after this time.

## **12. Agreement to Arbitrate and Class Action Waiver**

THIS ARBITRATION PROVISION CONTAINS IMPORTANT INFORMATION REGARDING YOUR ACCOUNTS AND ALL RELATED SERVICES. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BE RESOLVED BY BINDING ARBITRATION.

ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES MAY BE MORE LIMITED THAN RULES



APPLICABLE IN COURT.

**Agreement to Arbitrate Disputes and Class Action Waiver.**

Under the terms of this Agreement to Arbitrate and Class Action Waiver (“Arbitration Clause”), either you or we may elect, without the other’s consent, to require that any dispute between us concerning your accounts and the services related to your accounts be resolved by binding arbitration, except for those disputes specifically excluded below.

**No Class Action or Joinder of Parties.**

YOU ACKNOWLEDGE THAT YOU AND WE AGREE THAT NO CLASS ACTION, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY, MAY BE PURSUED BY YOU IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED.

Unless mutually agreed to by you and us in writing, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction), whether or not the claim may have been assigned.

**Disputes Required to be Arbitrated.**

YOU ACKNOWLEDGE THAT IN ARBITRATION THERE WILL BE NO RIGHT TO A JURY TRIAL.

ANY CLAIM OR DISPUTE RELATING TO OR ARISING OUT OF YOUR ACCOUNTS OR OUR RELATIONSHIP WILL BE SUBJECT TO ARBITRATION, REGARDLESS OF WHETHER THAT DISPUTE OR THE FACTS UNDERLYING OR GIVING RISE TO THAT DISPUTE AROSE BEFORE OR AFTER YOUR RECEIPT OF THIS NOTICE.

Disputes include claims made as part of a class action, private attorney general or other representative action, it being expressly understood and agreed that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis and the arbitrator may award relief only on an individual (non-class, non-representative) basis. Disputes also include claims relating to the enforceability, validity, scope or interpretation of any of this Arbitration Clause. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this Arbitration Clause in the broadest way the law will allow it to be enforced.

Unless specifically excluded, below, all disputes are subject to arbitration, no matter what legal theory they are based

on, or what remedy (damages, or injunctive or declaratory relief) they seek. Disputes include any unresolved claims concerning any services relating to your accounts. Disputes include not only claims made directly by you, but also made by anyone connected with you or claiming through you, such as a joint account holder, account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Disputes include not only claims that relate directly to Landmark, but also its, affiliates, successors, assignees, employees, and agents, and claims for which we may be directly or indirectly liable, even if we are not properly named at the time the claim is made. Disputes include claims based on any theory of law, contract, statute, regulation, tort (including fraud or any intentional tort), or any other legal or equitable ground, and include claims asserted as counterclaims, crossclaims, third-party claims, interpleaders or otherwise; and claims made independently or with other claims. If any party initiates a proceeding in court regarding a claim or dispute which is included under this Arbitration Clause, the other party may elect to proceed in arbitration pursuant to this Arbitration Clause.

**Disputes Excluded from Arbitration.**

THIS ARBITRATION CLAUSE DOES NOT, IN ANY WAY, AFFECT YOUR RIGHTS TO FILE FOR BANKRUPTCY, AND SHALL NOT APPLY TO ANY BANKRUPTCY PROCEEDING.

Claims or disputes arising from your status as a borrower under any loan agreement with Landmark are excluded from this Arbitration Clause.

Disputes filed by you or by us individually in a small claims court are not subject to arbitration, so long as the disputes remain in such court and advance only an individual (non-class, non-representative) claim for relief. However, if a matter in small claims court is removed, transferred, or appealed to a non-small claims court, that claim shall be subject to this Arbitration Clause. In addition, any claims where arbitration is prohibited by law are excluded from this Arbitration Clause.

**Commencing an Arbitration.**

The arbitration action must be filed with one of the following neutral arbitration forums and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association (“AAA”) or JAMS.

You may obtain a copy of the arbitration rules for AAA and JAMS, as well as additional information about initiating an arbitration by contacting them at:

**American Arbitration Association** 1-800-778-7879 (toll-free) [www.adr.org](http://www.adr.org)

## **JAMS**

1-800-352-5267 (toll-free) [www.jamsadr.com](http://www.jamsadr.com)

The arbitration shall be conducted in the same city as the U.S. District Court closest to your principal business address, unless the parties agree to a different location in writing.

If you initiate the arbitration, you must notify us in writing at:

LandmarkCredit Union  
Attn: Legal Department  
555 South Executive Drive  
Brookfield, WI 53005

If we initiate the arbitration, we will notify you in writing at your most current address on file in Landmark's records.

### **Administration of Arbitration.**

The arbitration shall be decided by a single, neutral arbitrator. The arbitrator will be either a lawyer with at least ten years' experience or a retired or former judge selected in accordance with the rules of the arbitration forum.

For AAA, the arbitration will be conducted in accordance with the AAA Business Due Process Protocol in concert with the AAA Business Arbitration Rules in effect on the date the arbitration is filed.

For JAMS, the arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules & Procedures in effect on the date the arbitration is filed.

If there is a conflict between a particular provision of the AAA or JAMS Rules and this Arbitration Clause, this Arbitration Clause will control. If both JAMS and AAA are unable or unwilling to handle the claim for any reason, then the matter shall be arbitrated by a neutral arbitrator selected by agreement of the parties or, if the parties cannot agree, selected by a court in accordance with the Federal Arbitration Act. The neutral arbitrator selected by the parties or the court shall apply the Federal Rules of Evidence and the Federal Rules of Civil Procedure concerning discovery, except that the above class action waiver shall continue to be specifically enforceable notwithstanding any Federal Rule to the contrary.

You understand and agree that the applicable rules and procedures in arbitration may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect customer account information and other confidential information if requested to do so by you or by us. The arbitrator shall decide the dispute in accordance with applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, will honor claims of privilege recognized at law, and will be empowered to award any damages or other relief provided for under applicable law. Any issue concerning whether or the extent to which a dispute or claim is subject to arbitration,

including but not limited to, issues relating to the validity and enforceability of this arbitration provision shall be determined by the arbitrator. Notwithstanding the foregoing, the enforceability of the Class Action Waiver contained herein shall be determined by a court having jurisdiction

This Arbitration Agreement shall survive the termination or changes to your accounts or any related services, the bankruptcy of any party, the transfer or assignment of your accounts or any related services and the payoff or charge off of any loan account. If any portion of this Arbitration Agreement is determined to be invalid or unenforceable, the remainder of this Arbitration Agreement shall remain in force. If the class action limitation contained herein is determined to be invalid, then this Arbitration Agreement shall be invalid in its entirety.

The arbitrator will not have the power to award relief to, or against, any person who is not a party to the arbitration. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute.

You or we may choose to have a hearing and be represented by counsel. The decision rendered by the arbitrator shall be in writing. At your or our request, the arbitrator shall issue a written, reasoned decision following applicable law and relief granted must be relief that could be granted by a court under applicable law. Judgment on any arbitration award may be entered and enforced by any court of competent jurisdiction.

#### **Costs.**

The party initiating the arbitration shall pay the initial filing fee. If you file the arbitration and an award is rendered in your favor, we will reimburse you for your filing fee. If there is a hearing, we will pay the fees and costs of the arbitration for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, we will advance or reimburse filing and other fees if the arbitrator rules that you cannot afford to pay them or finds other good cause for requiring us to do so, or if you ask us in writing and we determine there is good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but a party may recover any or all costs and expenses from another party if the arbitrator, applying applicable law, determines such an award is appropriate.

#### **Right to Resort to Provisional Remedies Preserved.**

Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as the right of set-off or the right to restrain funds in an account, to interplead funds

in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may jointly elect to arbitrate any dispute related to such provisional remedies.

### **Arbitration Award.**

The arbitrator's award shall be final and binding unless a party appeals it in writing to the arbitration forum within twenty (20) days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. The appeal must request a new arbitration before a panel of three neutral arbitrators selected in accordance with the rules of the same arbitration forum. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same manner as allocated before a single arbitrator. An award by a panel is final and binding on the parties after twenty (20) days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. A final and binding award is subject to judicial intervention or review only to the extent allowed under the Federal Arbitration Act or other applicable law. A party may seek to have a final and binding award entered and enforced as a judgment in any court having jurisdiction.

### **Governing Law.**

You and we agree that our relationship includes transactions involving interstate commerce and that this Arbitration Clause is governed by, and enforceable under, the Federal Arbitration Act. To the extent state law is applicable, the laws of the State of Wisconsin shall apply.

### **Severability, Survival.**

This Arbitration Clause shall survive: (a) termination or changes to your accounts or any related services; (b) the bankruptcy of any party; and (c) the transfer or assignment of your accounts or any related services. If any portion of this Arbitration Clause is deemed invalid or unenforceable, the remainder of this Arbitration Clause shall remain in force to the fullest extent permissible under applicable law. No portion of this Arbitration Clause may be amended, severed, or waived absent a written agreement to the contrary between you and us.

### **Not Applicable to Active-Duty Military.**

The requirement to arbitrate will not apply to your account as long as you are a Service Member of the U.S. military on active duty. We may request reasonable proof of your active-duty status.

### **Your Right to Reject Binding Arbitration.**

YOU MAY CHOOSE TO REJECT THIS ARBITRATION CLAUSE BY SENDING US WRITTEN NOTICE AS DESCRIBED BELOW:

**If you accept this Arbitration Clause:**

If you agree to be bound by this Arbitration Clause, then you do not need to do anything else. Your continued maintenance of an account with us thirty (30) days after your first receipt of this Arbitration Clause will constitute acceptance and our relationship with you will be subject to this Arbitration Clause thereafter.

**If you want to reject this Arbitration Clause:**

If you do not agree to be bound by this Arbitration Clause, you must send us written notice of your decision to opt out by regular U.S. Mail. We must receive your letter or email within thirty (30) calendar days of the date we first mailed you (calculated from the postage date) or emailed you (calculated from the sent date) to inform you that this Arbitration Clause was being added to the Membership and Account Agreement, or within 30 days of our first presenting or sending to you any copy of our Membership and Account Agreement with this Arbitration Clause in it, whichever is sooner.

Your written notice of your decision to opt out need not include any special language but must contain at least: your name (as listed on your account), your primary account number, and a statement in plain language that you do not agree to be bound by this Arbitration Clause.

You must send your written notice of your decision to opt out to us by U.S. mail the following postal address:

Landmark Credit Union Attn: Arbitration Opt-out  
555 South Executive Drive  
Brookfield, WI 53005

## **PART II - Electronic Funds Transfer and Debit/ATM Card Disclosure and Agreement**

**Definitions.** In this Disclosure and Agreement (“Disclosure”), the words “you,” “your” or “Member” mean each and all of those who apply for and/or use any of the electronic services described in this Disclosure. The words “we,” “our,” “us” or “Landmark” means Landmark Credit Union. “Card” means your debit card and/or ATM Card issued by Landmark and any additional cards or renewals. “ATM Terminals” “ATMs” and “AATMs” means any terminal at which you may use your Card together with your Personal Identification Number (“PIN”) to perform transactions. “POS Transaction” means any use of the Card through the Visa® Network Terminal (not an ATM Terminal) to pay a merchant for goods or services at point-of-sale. “ATM System” means the system of ATM Terminals located in Wisconsin and elsewhere through which you may use the Card.

All electronic funds transactions are governed by this document and your acceptance, retention or use of an ATM Card, debit card or other electronic funds transaction confirms your receipt of and agreement with the terms described below.

Landmark provides several types of services that may be accomplished by electronic transfer, which include but are not limited to pre-authorized withdrawals for bill and other recurring payments; Automated Teller Machine (ATM) electronic fund transfer services at Landmark owned (“Proprietary”) ATMs and “Shared Network” ATMs and any other systems as may be added from time to time; Phone Banking via phone (“Phone Banking”); Digital Banking; Mobile Banking, and POS Transactions. This Disclosure is an addendum to and not a replacement of any other agreements, terms, conditions, rules and regulations applicable to your Landmark Accounts and services unless they are expressly modified by this Disclosure.

**Types of Available Transfers.** You may conduct the following types of transactions through Landmark’s electronic transfer services in the amounts and on the days you request:

1. Withdraw cash from and make deposits to your checking and/or savings Account;
2. Withdraw funds by check to be mailed to your address on record;
3. Authorize recurring payments and deposits;
4. Transfer funds between your checking and savings Accounts and to third party accounts at Landmark;
5. Pay for purchases at places that have agreed to accept the specific service;
6. Pay bills directly through Digital Banking from your checking Account;
7. Conduct person-to-person transfers through Digital Banking;
8. Make transfers for your Landmark loan payments.

Some of these services may not be available at all terminals or through all electronic services systems.

**Limitations on Frequency and Dollar Amounts of Transfers.**

1. Withdrawals and transfers from any Account are limited to the amount of available funds in the Account plus any available credit, Overdraft Protection and Premium Overdraft funds.
2. Electronic transfers are not available on certain Accounts, such as IRA or Certificate.
3. Electronic transfers may be blocked or limited through certain electronic services on suspicion of fraud, if conducted in a high-risk area, if Phone Banking PIN or

card is lost or stolen.

4. Bill Pay is limited to \$9,999.99 per payment and \$19,999.99 per day.
5. Use of the ATM Card at ATMs and AATMs is fifteen transactions per day including withdrawals, deposits, and inquiries.
6. The ATM withdrawal limit is \$1,000 per day, this limit also applies to AATM withdrawals. Transactions conducted with the AATM interactive teller feature may increase this limit. Types of available transfers may vary by terminal; temporary limits of \$250 may apply if the system is offline. For security reasons, there are limitations on the number and amount of transfers you can make using our ATMs and AATMs. ATM deposits are limited to \$5,000 per day; ATM Terminals or terminal operators may have additional limits on the amount of withdrawals or deposits.
7. POS PIN transactions are limited to \$3,000 per day; temporary limits of \$500 may apply if the system is offline. This limit does not apply to transactions at ATM terminals, but does apply to all other transactions where the card is used as an ATM card.
8. Card use for cash advances at either financial institutions or VISA® dedicated Terminals is limited to \$500 per day.
9. POS signature transactions are limited to \$3,000 per day; temporary limit of \$1,500 may apply if the system is offline.
10. POS PIN transactions are limited to 25 per day.
11. POS signature transactions are limited to 25 per day.

**Business Days.** Landmark's business days for the purpose of this disclosure are Monday through Friday, except holidays recognized by us and the Federal Reserve. ATMs, POS terminals, Phone Banking, Digital Banking and Mobile Banking are generally open, but not always accessible, 24 hours a day, 7 days a week.

**In Case of Errors or Questions About Your Electronic Services Transaction.**

Call us at 1-262-796-4500 or write to us at:

Landmark Credit Union  
P.O. Box 510870  
New Berlin, WI 53151-0870

You agree to promptly review all statements and accompanying documents upon receipt or upon their being made available to you in another format and to notify us of any unauthorized or incorrect transactions, (including, but not limited to, electronic fund transfers), forgeries, forged endorsements and alterations (collectively, "Errors"). Each account statement and accompanying document shall be deemed to be correct



and free of Errors unless you notify us of such an Error within ten (10) days of your receipt of the statement, or the statement being made available to you, on which the Error first appears. You cannot make a claim against us if you fail to promptly examine your statements and notify us of an Error and we suffer a loss as a result of your failure, or we pay another item presented by the same wrongdoer before you properly notified us of the Error.

In the event of an Error You must:

1. Tell us your name and Account number;
2. Describe the error or the transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information;
3. Tell us the dollar amount of the suspected error; and,
4. Tell us, if you are willing, a phone number at which you can be reached, in case we need further information.

If you tell us orally, you are required to send us your complaint or question in writing within ten (10) business days.

**Protections for certain transactions under the Visa Zero Liability Policy.** Under the Visa U.S.A., Inc. Zero Liability policy you may not be liable for the unauthorized use of your Card that results in a fraudulent POS transaction made over the Visa network. To take advantage of the Zero Liability policy you must notify us within sixty (60) days of the first statement containing the allegedly unauthorized POS Transactions. We will extend provisional credit to you for any such unauthorized charges or debits within five (5) days of your notification to us of such an unauthorized use. The Visa Zero Liability policy does not apply to: (a) ATM transactions, (b) POS transactions made using a PIN that are not processed over the Visa network, (c) POS transactions that are directly or indirectly caused by you or your cardholder's gross negligence (which may include not providing us notice of unauthorized transactions in a timely manner) or fraud, and (d) POS transactions made by a cardholder that are in excess of his/her authority.

**Your Right to Stop Pre-authorized Payment.** If you have authorized us in advance to make regular payments from your Account, you can stop these payments. To do so, you should call us or write to us using the telephone number or address provided in this Agreement in time for us to receive your request no less than three (3) business days before the next payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after your call. We will charge you for each Stop Payment or Revocation request; the most current fee amount is listed in the Fee Schedule. It is your responsibility to notify the third party to whom the payments were being made that you have revoked this payment authorization.

**Chargebacks.** As to any transaction which, (i) involves a sale

of goods or services and is paid for directly through an ATM Terminal, or any remote terminal as defined in Wisconsin Statutes, (ii) involves a transfer of \$50 or more, (iii) does not involve a check or draft, or (iv) results in the extension of credit, we will reverse the transaction and credit the Account within three (3) business days following the date of the sale and receipt of written or oral notice from you at the contact number or address provided in this Agreement.

Except as outlined in the paragraph above, you are not permitted to stop payment on any POS Transaction or cash withdrawal originated by use of the Card, and we have no obligation to honor any such stop payment request.

**Refunds for POS Transaction.** Cash refunds will not be made on any POS Transaction made with your Card. If the merchant involved with one of your POS Transactions gives you any credit or adjustment for the goods or services you purchased, the merchant will do so by processing a credit which we will apply to your Account. You must directly handle with the merchant any claim or defense with respect to goods or services purchased by a POS Transaction, and any such claim or defense asserted by you will not relieve you of your obligation to pay us the total amount involved in the POS Transaction in dispute plus any other appropriate charges we may be authorized to assess except: (a) you have the right to chargeback described in the preceding Chargebacks section (b) if the POS Transaction results in the extension of credit from us to you, you may have the right to assert a claim or defense against us, but only to the extent allowed by applicable law.

**Pre-authorized Credits.** If you have arranged with a third party (for example, the Social Security Administration) to make pre-authorized deposits to your Account at least once every sixty (60) days, that third party making pre-authorized deposits may have agreed to notify you every time the money is sent for deposit to your Account. You can also call us at the telephone number provided in this Agreement between 9:00 a.m. and 5:00 p.m. on any business day, or utilize the Phone Banking, Digital Banking or Mobile Banking at any time to determine whether or not the pre-authorized deposit has been made. A fee may apply if this inquiry is handled by a Landmark associate.

**Notice of Varying Amounts.** If your pre-authorized payment may vary in amount, the party who will receive the payment is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may agree with the person being paid to receive this notice only when the payment will differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

**Our Liability for Failure to Stop Payment.** If you order us to stop

your pre-authorized payment(s) no less than three (3) business days before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**Our Liability for Failure to Make or Complete an Electronic Funds Transfer.** 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 and damages. However, there are some exceptions. For instance, we will not be liable if the following occurs:

1. Circumstances beyond our control (such as fire, flood, earthquake, electronic failure, malfunction or unavailability of central data processing facility, computer hardware or software systems, etc.) prevent the transaction, despite us taking reasonable precautions;
2. Through no fault of ours, you do not have enough available funds in your Account to complete the transaction;
3. The transaction would exceed the available Credit, Premium Overdraft or Overdraft Protection limit;
4. The funds in your Account are subject to a hold, legal process or other circumstances restricting transactions;
5. We have received incorrect or incomplete information from you or a third party (e.g. the U.S. Treasury, an automated clearing house, or a terminal owner);
6. The ATM, POS terminal, Phone Banking, Digital Banking, Mobile Banking or other electronic services system is not working properly and you knew about this breakdown when you started the transaction;
7. The ATM where you are conducting the transaction does not have enough cash, or cash in the requested denominations;
8. Your card has been reported lost or stolen, has expired, is damaged, is inactive due to non-use or is retained by us at your request;
9. Your ATM Card, Debit Card, Digital Banking, Mobile Banking or Phone Banking PIN or password has been entered incorrectly repeatedly;
10. The transaction is declined to protect the security of your Account and/or the electronic terminal or system;
11. There may be other exceptions stated in our agreement with you.

**Personal Identification Number (PIN) and Password.** You cannot use ATMs, Phone Banking, Digital Banking or Mobile Banking without an identification number, which we refer to as a PIN or Password. The PIN or Password is non-transferable and you are responsible for the safekeeping of your PINs or Passwords and for all transactions made by use of the PINs

or Passwords. You should notify us immediately and send written confirmation if any of your PINs or Passwords are disclosed to anyone other than the joint owner of your Account. If you disclose any of your PINs or Passwords to anyone, you certify that you have given them access to your Account via the electronic system you are accessing and that you are responsible for any transactions.

The Card and PIN Number are provided solely for your use and protection. You shall at all times: (a) safely keep Card and PIN Number and not permit anyone else to use them, (b) not record the PIN Number on the Card or otherwise disclose or make it available to anyone else, and (c) use the Card, PIN Number and ATM Terminals only as instructed and only for purposes authorized by Landmark.

**Your liability.** To the extent provided by applicable law, you are responsible for all unauthorized or erroneous transactions initiated through Landmark's electronic banking services. Tell us at once if you believe your Card, PIN or any other password or Account access device has been lost or stolen, or if you believe that an electronic funds transfer has been made without your permission using information from your check. You are responsible for all losses resulting from such transactions. Calling us is the best way to keep your possible losses down. You can also contact us at the address listed in this Agreement. You could lose all the money in your Account and the available Credit, Premium Overdraft and Overdraft Protection funds.

If you believe that the Card or PIN Number has been lost or stolen or that someone has or may use your Card without your permission, call Landmark at 262-796-4500 during business hours, or 1-800-472-3272 during non-business hours or write to: Member Experience Manager, Landmark Credit Union, P.O. Box 510870, New Berlin, WI 53151-0870.

**Right to Receive Documentation of Transfer.** (a) Terminal transfers. You can get a receipt at the time you make any transfer to or from your Account using an ATM Terminal or by making a POS Transaction. (b) Periodic Statements. Generally, you will receive a monthly Account statement for each month in which a transfer is made; at least you will receive a quarterly Account statement if no transfers are made.

**Electronic Check Conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking Account using information from your check to pay for purchases or bills. Also, even when you give a check to a store cashier, the check may be processed through an electronic system that captures the Account information and the amount of the check. Once the check is processed, you'll be asked to sign a receipt and get a copy for your records. The merchant presents the processed check information to us electronically, and the funds are transferred into the merchant's

account. Notice about check information being processed electronically can be given to you in different ways: in a store, a merchant might post a sign at the register or give you a written notice. For a mailed check, the company might include the notice on your monthly statement or under its terms and conditions. The notice also should state if the merchant or company will electronically collect a fee from your Account - like a "bounced check" fee - if you have insufficient available funds to cover the transaction.

**Fees for Electronic Funds Transaction Services.** All current fees associated with electronic funds transactions are listed in the Fee Schedule and are subject to change. Relevant fees include the following: Stop Payment fee; NSF fee for declined transactions that exceed your Current Balance; Overdraft Protection fee, Returned Check fee, Paid Overdraft fee, Premium Overdraft fees, ATM or Debit Card Overdraft fee, ATM Withdrawal fee. Additional surcharges may be assessed by the individual machine owners. These surcharges will be disclosed at the machine itself. When you use an ATM Terminal not owned by us, you may be charged a fee by the ATM Terminal owner (or any network used) and you may be charged a fee for a balance inquiry even if you don't complete a funds transfer.

**Disclosure of Account Information to Third Parties.** We will disclose information to third parties about your Account or transfers you make in the following instances:

1. When it is necessary to complete an electronic transaction or resolve errors or claims; or
2. To verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; or
3. To comply with a government agency or Court order, or any legal process; or
4. If you give us written permission.

**Change in Terms.** We may alter, amend, add to, delete from or otherwise change the terms and fees for the services disclosed in this Agreement and may amend this Agreement from time to time. If you have an Account with us through which electronic transactions are being processed, you will receive written notice at least thirty (30) days prior to the effective date of the changes(s), or as otherwise provided by law. If, however, an immediate change in the Rules is necessary for security reasons, we may amend the Rules without such prior notice.

**Disclosure of Delayed Funds Availability.** We may place a hold for uncollected funds on an item that you deposit into your Account which could delay your ability to withdraw the funds. Please consult our Funds Availability Policy or contact a Landmark associate for further details.

**Termination of Electronic Funds Transaction Services.** You may, by written request, terminate your use of any of the

electronic services. If you ask us to terminate your Account or the use of an ATM Card, debit card or any other access device, you will remain liable for subsequent transactions that are performed pursuant to your authorization.

**The following provisions only apply to Cards and Card transactions.**

**Card Ownership, Termination.** The Card remains our property and shall be surrendered to Landmark immediately upon request. We may terminate your privilege of using the Card and may withhold approval of any transaction any time.

**Use of Card.** You have asked Landmark to issue a Card and its replacements from time to time, at our option. You have also asked that the Card be encoded and validated so that the Card can be used to access your Account in the ways described in this paragraph. You may use your Card to perform the following transactions at ATM terminals, terminals marked with the Pulse® and Cirrus® logos, and such other terminals as we may designate to you from time to time: (a) withdraw cash from your Account, (b) make deposits to your Account, (c) transfer funds between your Accounts, (d) learn your balances, and (e) pay your Landmark installment loans. Some services may not be available at all terminals. Your Card may not be used for any transaction that is illegal under Federal, State or local law. Also, your Card may not be used for any Gambling, including Internet Gambling.

You may also use the Card to: (i) withdraw cash, and (ii) purchase goods and services in POS Transactions at places that have agreed to accept the Card.

**Refusal to Honor Card.** Landmark is not liable for the refusal or inability of any ATM Terminal to honor the Card or to complete a withdrawal from your Account, or for its retention of the Card. Landmark is also not responsible for the refusal of any merchant or financial institution to honor the Card or for its retention of the Card.

**Authorization to Debit or Credit Account.** Each time your Card is properly used, you authorize Landmark to debit or credit your Account (whichever is appropriate) for the total amount shown on any sales draft withdrawal order or credit voucher originated by use of the Card, whether or not signed by you, and Landmark is permitted to handle such drafts, orders and vouchers in the same way it handles authorized checks drawn on your Account.

**Deposits or Payments.** All deposits which Landmark has authorized through an ATM Terminal for deposit or payment will be held for collection for two business days following the day of deposit. The credit will be reversed if the deposit is not paid. If the reversal to an Account overdraws the Account, Landmark may charge all or part of the deficiency to any other Account at Landmark of any Member authorized to use the Card, and you

shall pay to Landmark any deficiency which cannot be paid out of such Accounts.

**Overdrafts.** If use of the Card overdraws your Account, you will be notified, and you agree to make immediate payment to Landmark of the amount of any such service charges as we may impose. Whenever the Account is overdrawn, we have the right to return unpaid, any checks or other orders on the Account which are presented to Landmark and to assess service charges for making such returns. If your Account has Overdraft Protection, Premium Overdraft or line of credit associated with it, terms and conditions contained in the applicable agreement will control with respect to overdrafts of your Account, regardless of whether they result from POS Transactions, cash withdrawals, use of checks, or any other card or device.

**Foreign Transaction Fee.** A transaction that takes place in a foreign country, including internet transactions initiated in the United States with a merchant who processes the transaction in a foreign country will be charged 1% of the U.S. dollar amount whether the transaction was made in U.S. dollars or was converted from a foreign currency. For transactions being converted from a foreign currency, Visa International will convert foreign currency to U.S. dollars using either the government mandated exchange rate or the wholesale exchange rate in effect one day before the date of the conversion, as applicable. The exchange rate is increased by one percent (1%) if the conversion is made in connection with a charge to an Account and decreased by one percent (1%) if the conversion is made in connection with a credit to an Account. The date of conversion by Visa International may differ from the purchase date and the posting date identified in the monthly statement for your Account. You agree to pay charges and accept credit for the converted transaction amounts in accordance with the terms of this paragraph.

**Limitations on Landmark's Responsibilities.** The ATM Terminals, the ATM System or any other system containing terminals at which the Card may be used are available for your convenience, and, except to the extent provided in this Agreement, Landmark is not liable for the unavailability or failure to operate of all or any part of any system. Except for its own negligence, Landmark is not liable for any personal injury or tangible property damage suffered or incurred by you through use or attempted use of the Card at any ATM Terminal. Except to the extent provided in this Agreement, Landmark is not liable for any loss, cost, damage or expense incurred by you by reason of malfunction of any part of any system or failure to complete any transaction which is caused by natural disaster, fire, strike, war, riot, act of God or any other cause beyond the control of Landmark and any other entity which is part of or is connected to any systems. Landmark is not liable

for consequential damages.

**Joint Member Accounts.** Each Member who is a party to a joint Account hereby appoints the other Member as Member's attorney-in-fact with power to use the Card to make withdrawals from such Account. Each surviving Member shall indemnify Landmark for any tax Landmark may be required to pay under Wisconsin Statutes by reason of withdrawals or payments from the Account, after the death of a joint Member, to any person or to the surviving member in case of a joint Account.

**Limitations of Use of the Card.** You may not use the Card to: (a) request any transactions at an ATM Terminal if you know or are informed at the ATM Terminal, or by a clerk, that the ATM Terminal is malfunctioning or not operating, (b) attempt a transaction without the use of a Card and insertion of the correct PIN furnished by Landmark, (c) attempt to initiate any transaction in connection with an Account which has been closed by you or by Landmark, or which is subject to legal process or other encumbrance, (d) request withdrawal or transfer of funds from an Account (i) if you have not opted-in for Premium Overdraft and the withdrawal or transfer would overdraw an Account or, if an Account is maintained in connection with Overdraft Protection, Premium Overdraft or line of credit, the funds available through those programs, (ii) in addition to any withdrawal which exceeds authorized limits as established and disclosed by Landmark, (e) deposit funds to an Account (i) by means of anything other than a transfer from one or the other of those two Accounts, cash or completed negotiable instrument payable in U.S. Dollars, dated within six months prior to the date of attempted deposit, drawn by or properly endorsed by you and in the amount which does not violate any restriction on the instrument; or (ii) in an amount in excess of any limitations imposed by the terminal operator, (f) obtain authorization of a check or draft which is (i) drawn by and payable to the order of someone other than the Member presenting the Card (unless payable to a merchant in a POS Transaction); (ii) not endorsed by the Member presenting the Card (unless payable to a merchant in a POS Transaction); (iii) not payable in U.S. Dollars; (iv) dated more than six months prior to date of transaction; (v) in violation of any stated restriction on check or draft (for example, not valid after 30 days); or (vi) for amount exceeding limits established and disclosed by Landmark, and (g) carry out any illegal transaction.

Neither Landmark nor any owner of the ATM Terminal is liable to you if the transaction is not completed and you have violated any of these rules.

**Other Agreements.** All terms, conditions and agreements which govern your Account (whether set forth in this Disclosure or Agreement or in any related rules and regulations or otherwise) also apply to the Card except where this Disclosure



provides differently.

**Agreement to Comply with Rules.** Retention of, signature on or use of the Card constitutes agreement to comply with this Disclosure, as amended from time to time. This Disclosure and use of the Card will be governed by Wisconsin law.

**Goods or Services Purchased.** Landmark is not responsible for any goods or services you purchase with the Card except when the Card is used as a credit card and the purchase cost is \$50 or more and the transaction occurred in the same state as, or within 100 miles of, your address to which statements are sent.

**General.** To the extent permitted by law, you agree to pay reasonable costs, including attorneys' fees, in the event we sue you to enforce this Disclosure. This is binding upon your heirs, personal representatives and successors and if more than one, jointly and severally.

### **PART III - Funds Availability Policy**

This Funds Availability Policy (Policy) applies to deposits made into a checking or savings account at a branch, advanced automated teller machine (AATM), automated teller machine (ATM), or by mail. This Policy does not apply to deposits made remotely through mobile deposit services.

It is our policy to make funds from all check deposits available on or before the first business day after the day we receive your deposit. Cash or electronic direct deposits will be available on the day we receive the deposit. Until funds are available, they are "unavailable," meaning they cannot be withdrawn. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks or other items.

#### **Determining When a Deposit is Received**

If you make a deposit with an associate at a branch (a Branch Deposit), we will consider that day to be the day of your deposit. If you make a deposit on a business day before our cutoff time at a Landmark AATM or ATM, we will consider that day to be the day of your deposit. However, if you make a deposit on a day that is not a business day or make an AATM or ATM deposit after the cutoff time, we will consider the deposit to have been made on the next business day for purposes of funds availability. For example, if you make a deposit at an AATM or ATM at 9:00 p.m. on a Friday, the deposit will be considered received on the following Monday.

- For determining the availability of your deposits, every day is a business day, except Saturday, Sunday, and observed holidays.
- For deposits and transfers at Landmark AATMs and ATMs, the cutoff time is 7:30 p.m. local time. In some cases, the cutoff time may be delayed at Landmark's discretion. During the delay, your deposit will be treated as if it was received before 7:30 p.m. Please note, the date

printed on your AATM or ATM deposit receipt will reflect the calendar day you made your deposit, which may not be the same as the day we consider it received for purposes of funds availability as outlined in this Policy.

- Deposits placed in a night depository are considered received the day we remove them from the night depository; we will remove deposits no later than the next business day.
- Branches in some locations may be closed on business days because of an emergency, and deposits made at a night depository when those branches are closed will be considered received on the next business day when the branch is open.
- Mail deposits are considered deposited when received by Landmark.
- We will not accept cash deposits by mail.

### **Longer Delays May Apply**

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the amount and circumstances of your deposit, funds may not be available until the fifth business day after the day of your deposit; however, the first \$225 of your deposits may be available on the first business day after deposit.

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

If you will need the funds from a deposit right away, you should ask us when the funds will be available. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We reasonably believe a check you deposit 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;
- You have overdrawn your account repeatedly in the last six months; or
- There is an emergency, such as a natural disaster or failure of communications 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 fifth business day after the day of your deposit.

### **Landmark Credit Union AATMs and ATMs: Checks**

deposited at a Landmark Credit Union AATM or ATM, prior to the posted cutoff time, will be available by the first business day after the day we are considered to have received your deposit. To view a listing of ATMs owned by Landmark Credit Union visit [Landmarkcu.com](http://Landmarkcu.com). The opening screen on our owned ATMs will display a Landmark Credit Union message.

**Deposits at Nonproprietary ATMs:** Funds from any deposits made at ATMs we do not own or operate may not be available until the fifth business day after the day you make the deposit.

### **Special Rules for New Memberships**

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

For in-person deposits at a Landmark branch or through an ATM or AATM:

- Deposit of funds from cash, electronic (wire and ACH), will be available on the business day we receive the deposit.
- Funds from deposits made in person at a Landmark branch or through a Landmark AATM not exceeding \$5,525 of a day's total check deposits will be available on the first business day after the day we are considered to have received your deposit, if the deposit meets certain conditions. For example, the check must be made payable to you. The excess over \$5,525 will be available to you on the fifth business day after the day of your deposit.

### **Check Cashing**

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

### **Holds on Other Funds**

If we accept for deposit a check for you that is drawn on another financial institution, we may make the 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 policy.

### **Foreign Checks**

Checks drawn on financial institutions located outside of the United States (foreign checks) cannot be processed in the same manner as those drawn on United States financial institutions. Foreign checks are specifically excluded from the policies set forth herein. The availability of funds from foreign checks will be delayed until such time as it takes us to collect the funds from the financial institution on which it is drawn.

### **Availability and Notice for Electronic Entries**

In the case of credit entries subject to Article 4A of the Uniform Commercial Code, Landmark hereby provides notice that such entries may be transmitted through the Automated Clearing House (ACH) Network pursuant to the ACH Rules governed by the National Automated Clearing House Association (NACHA). Your rights and obligations concerning these entries shall be governed by and construed in accordance with the laws of the State of Wisconsin. Credit provided by Landmark as the Receiving Depository Financial Institution (RDFI) to you for these entries is provisional until we have received final settlement through a Federal Reserve Bank. If we do not receive such payment for the entry, we are entitled to a refund from you in the amount of the credit to your account, and the payor of the entry will not be considered to have paid the amount of the credit to you. Landmark has not agreed to provide you with notice if we have received a credit entry subject to Article 4A of the Uniform Commercial Code.

### **Rights Reserved**

Landmark reserves the right to:

- Accept or reject any check presented;
- Revoke any settlement with respect to a check accepted by us, charge back to your account the amount of the check based on the return of the check or a receipt of notice of non-payment of the check, or claim a refund for such credit, and assess applicable fees; and
- Require that the space reserved for endorsement by Landmark on the back of any check accepted for deposit be free and clear of any prior markings or endorsements.

## **PART IV - Overdraft Disclosures**

### **DISCLOSURE**

This Overdraft Disclosure contains important information regarding your Account balance; how payment and deposit transactions are posted to your Account; when we consider your Account to be overdrawn, the fees you may be charged if your Account is overdrawn and our Overdraft Protection Programs. Please read it carefully. If you have questions, please see a branch representative or call our Member Experience Center at 262-796-4500.

When we use the word “overdraft”, that means there is not enough money in the available balance in your Account to pay for a transaction.

**YOUR ACCOUNT BALANCE.** Your checking Account has two kinds of balances: the “current” balance (also called the “actual” balance) and the “available” balance. Both can be checked when you review your Account online, use our app or Phone Banking service via phone, at ATMs that we own (e.g., ATMs in our branches or bearing our name), by phone to our Member Experience Center, or at a Credit Union branch. It is important

to understand how the two balances work so that you know how much money is in your Account at any given time. This section explains current balances and available balances and how they work.

Your current balance is the full amount of all deposits to your Account, even though some portion of a deposit may not be available to you or may be pending receipt of funds from a third party, less payment transactions that have “posted” to your Account. It does not, however, include pre-authorized commitments to pay merchants that are pending settlement (i.e., have not yet been paid or posted to your Account), nor all or portions of checks or other deposits that have not yet posted. Thus, while the term “current” may sound as though the amount you see is an up-to-date display of what is in your Account that you can spend, that is not always the case. For example, if you have a \$50 current balance, but you just wrote a check for \$40, then your current balance is \$50 but it does not reflect the pending \$40 check transaction. At that point, you actually have \$50 in your current balance, but you have already spent \$40.

Your available balance is the amount of money in your Account that is immediately available for use. It is the current balance less holds placed on deposits and less debit card payment commitments that the Credit Union has authorized but that have not yet posted to your Account. For example, assume you have a current balance of \$50 and an available balance of \$50. If you were to swipe your debit card at a merchant to buy groceries for \$20, then that merchant could ask us to authorize the payment. In that case, we are obligated to pay the merchant, even if your balances are negative at the time the debit card payment is presented to us by the merchant, so we will reduce your available balance by the amount of the “pre-authorization commitment,” which is \$20. Your current balance would still be \$50 because this transaction has not yet posted, but your available balance would be \$30 because you have a commitment to pay the merchant \$20. When the merchant submits its bill for payment (which could be several days later), your current balance will be reduced by the amount of the posted transaction (in this example, \$20) and both your current and available balance will be \$30.

**WHEN IS YOUR ACCOUNT OVERDRAWN?** Available balance is used to determine whether we will authorize a transaction, but your current balance is used to determine whether your Account is overdrawn and subject to an overdraft fee. The following example illustrates how this works. Again, assume your current balance and available balance are both \$50, and you swipe your debit card at a merchant for \$20. The merchant requests a pre-authorization commitment. Because you have \$50 available, we will likely authorize the payment and will reduce your available balance to \$30. Your current balance

will still be \$50. Before the merchant transaction is sent to us for payment, a check that you wrote for \$40 clears. Because you have only \$30 available (you have a commitment to pay the merchant \$20), the check will cause your available balance to be negative by \$10 but your current balance will still be \$50. In this case, we may pay the \$40 check, and you will not be charged an overdraft fee for the \$40 transaction, because your current balance exceeds the amount of the transaction. (If the check was for \$60 instead, you would be charged an overdraft fee because it exceeds the current balance).

**IT IS VERY IMPORTANT TO UNDERSTAND THAT YOU MAY STILL OVERDRAW YOUR ACCOUNT EVEN THOUGH THE CURRENT AND AVAILABLE BALANCES APPEAR TO SHOW THERE ARE SUFFICIENT FUNDS TO COVER A TRANSACTION THAT YOU WANT TO MAKE.** Your current and available balance may not reflect all of your outstanding checks, automatic bill payments that you have authorized, or other outstanding transactions that have not been paid from your Account. In the example above, the outstanding check will not be reflected in your Account balances until it is presented to us and paid from your Account. Your available balance also may not reflect recent deposits to your Account that are subject to “holds” as described in our Funds Availability Policy.

In addition, your Account balances may not reflect all of your pending debit card transactions. For example, if a merchant obtains a pre-authorization commitment but does not submit a one-time debit card transaction for payment within three (3) business days after pre-authorization, we may increase your available balance by the amount of the pre-authorization commitment. This means that your available balance will not reflect the pending transaction until the transaction has been received by us and paid from your Account (i.e., posted). (Note that this commonly happens with certain types of pre-authorized commitments, such as car rentals and international purchases, depending on the merchant.) Even though we may increase your available balance when a merchant does not submit the transaction for payment in a timely manner, the obligation to the merchant still applies. The time period for the pre-authorization commitment may be different for certain types of merchants such as gas stations that may have a pre-authorization commitment period of several hours, or for transactions or accounts that involve suspicious or unusual activity.

The Credit Union's determination of an insufficient current Account balance may be made at any time between presentation and midnight with only one review of the Account required. We do not have to notify you if your Account does not have sufficient current balance in order to pay an item.

**POSTING TRANSACTIONS TO YOUR ACCOUNT.** The two

basic types of transactions for your Account are: (i) credits (deposits) into your Account, and (ii) debits (withdrawals or payments) out of your Account. We may receive multiple credit and debit transactions on your Account in many different forms throughout the day. This is a general description of how certain types of transactions are posted and exceptions may apply. These practices may change and we reserve the right to pay items in any order we choose as permitted by law.

Some items are received by us individually and others are received in batches. Items that we receive individually are posted to your Account immediately upon receipt, in the order received. (Items received by mail are not processed on weekends or holidays, and may be processed in random order.) Individual debits that we receive electronically are posted 24 hours a day, 7 days a week. Items that we receive by batch are aggregated and processed before the start of the next processing day, first by processing all batched credits; then by processing all batched debits, generally from low to high dollar value. You may contact the Credit Union to confirm whether a debit or deposit has been posted, to determine availability of deposited funds, and to determine your available balance.

Items that we often receive individually include ATM withdrawals and over-the-counter teller transactions. Examples of items that we often receive in batches include checks drawn on your Account presented by other financial institutions and ACH transactions. We may receive debits for purchase transactions made with your debit card or ATM card individually or in batches, depending on the merchant. Exceptions may apply. 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 how and when we post transactions to your Account.

Checks, drafts, and other payments items may not be processed in the order that you make them or in the order that we receive them. We may, at our discretion, pay a check, draft, or other item, and execute other transactions on your account in any order we choose. In most cases, we will follow the order set forth in this Disclosure. The order in which we process transactions may affect the items that are paid and the total amount of overdraft and returned item fees that may be charged to your Account. Please contact us if you have questions about how we pay transactions.

**Credits.** We reserve the right to refuse any item for deposit into your Account. Your available balance may not reflect the most recent deposits to your account. For details on the availability of funds that are deposited, see our Funds Availability Policy.

**Debits.** There are several types of debit (withdrawal) transactions. Common types of debit transactions are described below. Note that there are many ways transactions

are presented for payment by merchants, and Landmark is not necessarily in control of when transactions are received.

- **ACH Debits.** Multiple Automated Clearing House (ACH) transactions are sent to us by the Federal Reserve Bank in a data file (i.e., batched). ACH debits include, for example, automatic bill payments that you have authorized. ACH debits may be arranged by you with a payee (such as your utility company or insurance company), or in person at a Credit Union branch. ACH debits are posted on the settlement date.
- **ATM Withdrawals, Teller Withdrawals, Online and Telephone Transfers.** When you make a withdrawal at an ATM or teller, or an online or telephone transfer, it is processed individually and deducted from your Account immediately.
- **Checks.** When you write a check, the check may be processed through a clearing unit, such as a Federal Reserve Bank, which sends us multiple checks in a clearing file or batch. Checks you write on your Account that are cashed at any of our branches are processed individually and deducted from your Account immediately.
- **PIN-Based Purchase Transactions.** A Personal Identification Number (PIN)-based purchase transaction occurs when your debit card or ATM card is used to make a purchase and the merchant processes the transaction through a PIN debit network, such as Star or Interlink. (A purchase transaction may be a PIN-based transaction even if the merchant does not require you to enter your PIN.) A PIN-based purchase transaction is similar to an ATM withdrawal because money is typically deducted from your Account immediately at the time of the transaction.
- **Signature-Based Purchase Transactions.** A signature-based purchase transaction occurs when your debit card or ATM card is used to make a purchase and the merchant processes the transaction through a signature-based network, such as Visa. The merchant may require you to sign for the purchase instead of entering a PIN. (In some situations, the merchant may not require a signature, such as for an internet purchase or for a purchase below a certain dollar amount.) Signature-based purchase transactions may be processed individually or batched, depending on the merchant.

**PRE-AUTHORIZATION COMMITMENTS.** A merchant may seek pre-authorization to guarantee that it will be paid for a purchase transaction made with a debit card or ATM card. When this happens we generally reduce your available balance by the amount of the pre-authorization commitment. We reduce your available balance as we receive (and accept) the pre-authorization request, but your current balance is not affected until the transaction is processed by the merchant



and submitted to us for payment. This can happen instantly or sometimes days after the transaction, depending on the merchant. These payment requests generally are received in real time throughout the day and are immediately posted to your Account.

**Please note:** The amount of a pre-authorization commitment may differ from the actual payment because the final transaction amount may not be known to the merchant when the merchant submits a pre-authorization request. For example, a restaurant may request a pre-authorization commitment on your Account for the amount of your bill, but when the transaction posts it may be for an amount that includes a tip that you authorized. A difference in amount may also happen when you use your debit card or ATM card at gas stations, hotels, car rental companies, and other establishments. We cannot control how much a merchant asks us to pre-authorize, or how long a merchant takes to submit a transaction for payment.

**Premium Overdraft FOR OVERDRAFTS.** If a check, item or transaction is presented without sufficient available funds in your available Account balance to pay it, we may, in our discretion, pay the item or return the item. Our overdraft policy allows us to authorize payment for the following types of transactions regardless of whether your Account has a sufficient available balance: (1) checks and other transactions made using your share draft/checking account, except as otherwise described below; (2) internet bill payments; and (3) ACH transactions.

Please note that for ATM and one-time debit card transactions, we may not authorize an ATM transaction or a one-time debit card transaction if your consumer checking Account does not have sufficient available funds. We may not authorize a debit card transaction and it may be refused by the merchant where you are using your card. Contact the Credit Union to opt-in to be considered for our Premium Overdraft overdraft service for ATM transactions and one-time debit card transactions. You can opt out of this service at any time.

**Premium Overdraft, OVERDRAFT AND RETURNED ITEM FEES.** We will assess one of the following fees: a Premium Overdraft, debit card overdraft or returned item fee, if your current balance is insufficient when we receive a payment to post to your Account, regardless of whether or not we pay the item. You may be charged more than one fee if multiple transactions are submitted for payment when the current balance in your Account is insufficient (overdrawn). Your Account may be assessed up to a total of five (5) Premium Overdraft, debit card overdraft or returned item fees per day. For purposes of this subsection, a day ends no earlier than 7:00 p.m. In some cases, a day may end later at Landmark's sole discretion, but will always be before 11:59 p.m. The fee cap restarts after the close of each day. Please consider the timing

of the restart of each day when calculating your expected NSF or overdraft fees. Subject to applicable limits on fees, you may be charged a fee each time a transaction is submitted for payment, even if the same transaction is submitted for payment multiple times.

Except as otherwise agreed in writing, if we pay items when your available balance is insufficient, we do not agree to pay them in the future and may discontinue coverage at any time without notice. If we pay these items or impose a fee when your current balance is insufficient, you agree to pay the insufficient amount. You also agree to pay the fee assessed by us in accordance with our standard overdraft services or any other service you may have authorized with us, or if you do not have such protections with us, in accordance with any overdraft payment policy we have, as applicable.

**OVERDRAFT PROTECTION PROGRAM.** If we have approved an overdraft protection program for your share draft/checking Account, we may honor debit transactions when your Account has insufficient available funds by transferring funds from another Account or a line of credit, as you have directed, or as required under the Credit Union's overdraft policy. We will transfer an amount required to cover the transaction and the Overdraft Transfer Fee or all available funds, whichever is less. We will charge you an Overdraft Transfer Fee only if the funds transferred, in addition to the available balance in your checking Account, are sufficient to cover the transaction. The fee for overdraft transfers, if any, is set forth in the Fee Schedule. This Overdraft Transfer Fee will be charged to each source account for which a transaction is fully covered by a transfer to your checking Account. This means that the fee may be charged even when your current balance is sufficient to cover the transaction. You may avoid this fee by transferring funds to your checking Account via Mobile and Digital Banking, at any of our branches or ATMs or by contacting our Member Experience Center before you initiate the transaction that would exceed your available balance. Contact the Credit Union to enroll in the Overdraft Protection Program.

**MINIMIZING FEES. The best way to know the amount**

of available and current funds you have and to avoid paying overdraft or returned item fees is to record and track all of your transactions closely, including pre-authorization commitments, outstanding checks, ACH debits, internet bill payments, Digital and Mobile Banking transfers, Private Line Phone Banking via phone transactions, restrictions on deposits (or returned deposits), garnishments and other items that reduce your available balance. When in doubt as to the amount of a pre-authorization commitment, we suggest you ask the merchant what its policy is, and how long it takes for the transaction to be submitted for payment.

**IF YOU DO NOT UNDERSTAND THIS DISCLOSURE, HAVE ANY QUESTIONS, OR WOULD LIKE MORE INFORMATION, PLEASE CONTACT** our Member Experience Center at 262-796-4500.



## FACTS

WHAT DOES LANDMARK 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 product or service you have with us. This information can include:

- Social Security number and payment history
- Credit history and credit scores
- Overdraft history and credit card or other debt

## HOW?

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

Reasons we can share your personal information	Does Landmark 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 don't share
<b>For our affiliates' everyday business purposes</b> - information about your creditworthiness	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

## WHAT WE DO

### **How does Landmark Credit Union protect my personal information?**

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

### **How does Landmark Credit Union collect my personal information?**

We collect your personal information, for example, when you

- open an account or apply for a loan
- seek financial or tax advance or give us your income information
- tell us about your investment or retirement earnings

### **Why can't I limit all sharing?**

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes - Information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

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

## DEFINITIONS

### **Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- Landmark Credit Union has no affiliates.

### **Nonaffiliates**

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- Landmark Credit Union does not share with nonaffiliates so they can market to you.

### **Joint marketing**

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- Our joint marketing partners include insurance companies, credit card companies and investment companies.

Questions? Call 262-796-4500 or go to [Landmarkcu.com](http://Landmarkcu.com)



This credit union is federally insured by the  
National Credit Union Administration.  
All coverage is governed solely by NCUA regulations.



**262-796-4500 • 800-871-2110 • [Landmarkcu.com](http://Landmarkcu.com)**

 Equal Housing Opportunity **Insured by NCUA**