

## NOTIFICATION OF CHANGES IN TERMS TO YOUR ACCOUNT AGREEMENT RELATED TO ARBITRATION EFFECTIVE AUGUST 1, 2024



Please review this notice for important information that will affect your deposit account(s). You should retain this notice along with your Account Agreement for your records. Once effective on August 1, 2024, this Change in Terms becomes part of your Account Agreement and all other terms and conditions within your Account Agreement continue to apply except as supplemented, revised or replaced by this Change in Terms.

### Waiver to trial by jury

We have moved the Waiver of Right to Trial by Jury section to be a standalone provision in Section 6.7. Please see full text below.

### Agreement to Arbitrate

Section 12 the Agreement to Arbitrate Section has been replaced. Please see full text below.

#### **Section 12: Agreement to Arbitrate and Class Action Waiver (“Arbitration Agreement”)**

NOTICE: THIS AGREEMENT CONTAINS PROVISIONS FOR BINDING (MANDATORY) ARBITRATION AND WAIVER OF JURY TRIAL. This Agreement provides that either party may elect to resolve certain disputes between you and Landmark by BINDING (MANDATORY) ARBITRATION. You give up your right to go to court in disputes between you and Landmark and your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You will be entitled to a fair hearing, but arbitration procedures are simpler and have more limited rules than those applicable in court. An arbitrator’s decision is as enforceable as any court order and is subject to limited review by a court.

YOU HAVE THE RIGHT TO REJECT THIS AGREEMENT AS SET FORTH BELOW.

Except as otherwise defined herein, capitalized terms have the meanings set forth in the Account Agreement and Disclosures. If you do not reject this Arbitration Agreement in the manner set forth herein within the time period provided and you continue to be a member of Landmark or receive a product or service from Landmark, you will have agreed to the Arbitration Agreement.

You and Landmark each agree that they will attempt to informally settle any and all disputes, claims or causes of action arising out of or relating to this Agreement, or your use of Landmark’s products and services, or the relationships that arise from this Agreement or your use of Landmark’s products and services, or any transaction between you and us, whether based in contract, tort or otherwise (each, a “Claim”). Claims include claims or disputes relating to or regarding the advertising, application for, or approval or establishment of your Account. Attempts to informally settle a Claim shall include a written exchange of information regarding the Claim, the basis for the Claim, and the relief sought and an in-person meeting (or a meeting by Zoom or similar electronic means) to discuss, in good faith, the potential resolution of the Claim. If the Claim cannot be resolved informally then you agree that any and all Claims that are threatened, made, filed or initiated shall be resolved by binding arbitration as provided herein.

Either you or Landmark may choose, without the other’s consent, to require that any Claim be resolved by binding arbitration, except for those disputes that are specifically excluded herein. All Claims are subject to arbitration, except as may be specifically excluded herein. Claims subject to arbitration include any and all claims or disputes described herein, whether or not they arose in the past, currently exist or may arise in the future. Claims shall have the broadest meaning possible and includes, without limitation, claims related to the validity, enforceability, coverage or scope of this Arbitration Agreement. Claims include not only claims that you directly make, but those made by anyone connected with you or claiming through you, such as a joint account holder, account beneficiary, representative, agent, heir, assignee, predecessor or successor or trustee in bankruptcy. This Arbitration Agreement includes any Claim involving our employees, successors or assigns, any future or present affiliates of ours, and any Claim against any of those parties may be joined or consolidated with any related Claim against us in a single arbitration proceeding. Claims shall be resolved by binding individual (non-class) arbitration under the American Arbitration Association’s (“AAA”) rules and procedures for consumer disputes (“Rules”) in effect at the time the Claim is made. The Rules can be obtained free of charge at the AAA’s website, [www.adr.org](http://www.adr.org). In the event AAA is unavailable to resolve the Claim, or declines to administer the Claim for any reason and if you and we do not agree on a substitute arbitration forum, then you can select the arbitration forum for the resolution of the Claim.

Claims subject to arbitration pursuant to this Arbitration Agreement may be resolved through arbitration at the election of either party, even if the other party has already commenced litigation in court related to the claim, by either: 1) making a written demand for arbitration on the other party; 2) initiating arbitration against the other party; or 3) filing a motion to compel arbitration in court.

Landmark will not invoke its right to arbitration for any claim filed by you or us in small claims court so long as the claim is pending only in that court on an individual (non-class action, non-representative) claim for relief and the dispute is not appealed. This Arbitration Agreement shall not apply to: 1) claims that are or can be initiated in or transferred to small claims court or a comparable court of limited monetary jurisdiction, provided that they are prosecuted individually; 2) any consumer credit transaction as set forth in the Military Lending Act with respect to any member of the armed forces on active duty or active Guard and Reserve duty, who is on such active duty at the time the consumer credit transaction was entered into or at the time any Claim is asserted by you or us nor does it apply to any such member’s dependents as defined in the Military Lending Act; 3) consumer credit transactions that are secured by a dwelling, including a mortgage or home equity line of credit that is secured by your principal dwelling; and 4) any other claims where arbitration is prohibited by law.

This arbitration provision shall be interpreted and enforced in accordance with the Federal Arbitration Act (9 U.S.C. §1, et seq.). The filing fees and costs of the arbitrator shall be paid by Landmark except as otherwise specified in the Rules, which provide that if you are the claimant seeking relief, you will be responsible for payment of a non-refundable filing fee of \$200. The parties shall each be responsible for and pay their respective costs, including attorneys’ fees, incurred by them in preparing and presenting

their cases during the arbitration proceedings. To the extent applicable, the arbitrator must follow: 1) the substantive law of the state in which you and Landmark entered into the transaction giving rise to this Arbitration Agreement; 2) the applicable statutes of limitations or other defenses relating to the timeliness of the assertion of a dispute or claim that would otherwise be applicable to an action brought in a court of law and the commencement of an arbitration under this Arbitration Agreement shall be deemed the commencement of an action for such purposes; and 3) claims of privilege recognized at law.

A Claim in arbitration may be decided by the arbitrator based on the parties' written submissions. If the arbitrator determines a hearing is necessary, it may be conducted by telephone or video conference, if the parties have such capabilities. Arbitration hearings will be held at a location that is either: 1) within the county and state in which your signed or otherwise authenticated the Account Agreement; 2) within the county and state in which you reside at the time a demand for arbitration is made; or 3) another reasonably convenient place to you as determined by the arbitrator, unless applicable law requires another location. A single arbitrator will be appointed by the AAA and will be an attorney or a retired judge. The arbitrator shall have experience and knowledge in financial transactions. 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 or enforceability of these arbitration provisions, 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. The decision of the arbitrator shall be in writing. The arbitrator shall be entitled to award attorneys' fees and costs to the prevailing party in the arbitration if permitted by applicable law. The arbitrator shall follow the law. Judgment upon the award rendered in arbitration shall be final and may be entered in any court, state or federal, having jurisdiction. The Arbitrator shall be entitled to award the same remedies that a court can award, including any kind of relief that could be awarded by a court, including injunctive relief. Except as may be provided by applicable law, the arbitrator's award is not subject to review by the court and cannot be appealed; provided however, the parties can appeal if the arbitrator did not follow the law.

Nothing herein shall be deemed to limit or constrain any party's right to resort to self-help remedies, such as the right to set-off or restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien held 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 either party may choose to arbitrate any of these disputes.

This Arbitration Agreement shall survive the termination of 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.

This Arbitration Agreement does not preclude you from informing any federal, state or local agency or entity of your dispute. Such agency or entity may be able to seek relief on your behalf.

**YOU HAVE THE RIGHT TO REJECT THIS ARBITRATION AGREEMENT.** If you do not consent to arbitration, you can opt-out by sending a written request to Landmark within thirty (30) days of your receipt of this Arbitration Agreement. The opt-out shall contain the following information: your name, as listed on your account, your address, your date of birth, and a statement that you wish to reject or opt-out of this Arbitration Agreement. The opt-out must also be signed by you and mailed to Landmark at Landmark Credit Union, Attn: Arbitration Opt-out, P.O. Box 510870, New Berlin, WI 53151-0870. If any person on an account or agreement opts out of this Arbitration Agreement, all persons on the account or agreement shall also be deemed to have opted out. Opting out of this Arbitration Agreement will only apply to this Arbitration Agreement and will not terminate the Account Agreement or affect any other rights and obligations you or Landmark have under the terms of the Account Agreement.

**CLASS ACTION WAIVER.** YOU ACKNOWLEDGE THAT THE PARTIES AGREE THAT NO CLASS ACTION, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE AN INDIVIDUAL ACTS IN A REPRESENTATIVE CAPACITY, MAY BE PURSUED IN ANY ARBITRATION OR 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 agreed by the parties, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration, unless the persons are joint account holders or beneficiaries on your account and/or related accounts or parties to a single transaction or related transaction.

#### **Section 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.



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# Landmark

CREDIT UNION

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## 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 and provides the Regulations, Rules and Disclosures. Please read it carefully.

If you have any questions regarding the contents of this document, our Member Service 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, the Truth-in-Savings Disclosures, and any other document provided to you at Account opening. "Business Day" means Monday through Saturday, during business hours (Central) and excluding federal holidays, with the exception of Martin Luther King Day, Presidents Day, Columbus Day or Veterans Day which fall on a Monday through Friday.

## **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 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 individuals:** when an individual 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. Changes that are required by state or federal law may become immediately effective. Changes in dividend rates for Accounts disclosed as variable rate in Landmark's Truth-in-Savings Disclosures will also become effective immediately. 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.** 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.

## 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, IRA or ESA; (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 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.

## **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 and beneficiary designation, if any, 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 and beneficiary 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 Agents/Powers of Attorney.** You may give other persons authority to withdraw from or deposit to your Account by properly executing a document designating those authorized persons. We may rely on a copy of an original power of attorney. Landmark will not permit an agent or attorney-in-fact to change the ownership of your Account or add or change any beneficiaries of your Account unless specifically authorized by you. Once you name an agent or attorney-in-fact that person's authority will continue until you or a representative with the authority to act on your behalf notifies us to the contrary. Unless the document naming the agent or attorney-in-fact specifically states that it becomes ineffective in the event of your subsequent disability or incapacity, the agent's or attorney-in-fact's authority will remain in effect; however Landmark has no duty to inquire into your disability status and make any such determination without being notified by a third party. The agent's or attorney-in-fact's authority will end automatically when we receive actual notice of your death. We may follow or refuse to follow the agent's instructions at any time, including if we suspect fraud or abuse on your Account, unless state law requires otherwise. We may also refuse an agent's request to become a joint owner or a beneficiary of the Account to the extent permitted by the applicable law, but we have no liability to anyone if we do so. We have no liability when we follow or refuse to follow any instructions from your agent, for example, if your agent

misuses the authority you have given them.

**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 Joint Account and Marital Accounts.** A Joint or Marital Account is an Account that is owned by a member of Landmark together with one or more other persons. Unless the Signature Card or any other Account document clearly indicates that the account is a Marital Account, it will be treated as a Joint Account and both of these account types together and each separately are referred to as "Multiple Party Account" in this Agreement. Any owner of a Multiple Party Account may transact any business on the Account including but not limited to withdrawing, transferring, or closing the Account, or pledging as security all or any part of the shares of the Account without the consent of the other Account owner(s) on his/her own. Landmark will have no duty to notify any other Account owner of another owner's actions. If the Account Signature Card clearly indicates that more than one Account owner's signature is required, Landmark may require, but will have no obligation to require, the number of signatures indicated to complete any transaction on the Account other than the stopping of payment on a draft or the making of deposits to the Account. Each Multiple Party Account owner is jointly and severally liable to Landmark for the amount of any item that is returned or that causes an overdraft on the Account regardless of who created the overdraft, deposited or cashed the item, or benefited from the transaction. Each Multiple Party Account owner is also jointly and severally liable to Landmark for any fees assessed to the Account regardless of which Account owner incurred the fee. The amount of any returned or overdraft item or fee may be deducted from any Account that you own, even if the deduction causes an overdraft of the Account, the dishonor of items drawn on the Account, or triggers an advance under an overdraft protection plan.

If you are a surviving Account owner of a Multiple Party Account, you are obligated to notify us in writing of the death of any Multiple Party Account owner and to provide us with any documentation we request to transfer the funds or update Account ownership records and you agree to hold us harmless for any action of a Multiple Party Account owner concerning the Account prior to their death, and to indemnify us for any action you take concerning the Account for which we may be held liable.

**8.4 Fiduciary Accounts.** A Fiduciary Account is an Account that is opened and/or controlled by a person acting on behalf of the owner of the funds in the Account. A fiduciary may

be a personal representative, trustee, custodian, guardian, conservator, representative payee or other similar fiduciary relationship detailed below. We reserve the right to require any documents or authorizations as we may reasonably deem necessary or appropriate to satisfy us that the fiduciary has the authority to open, close, withdraw funds, or perform any other act affecting the Account and/or ownership of funds in the Account. You understand that by merely opening such an Account, we are not acting in the capacity of a fiduciary in connection with the Account or the funds nor do we undertake any obligation to monitor or enforce the terms of the document designating the fiduciary. Landmark is authorized to follow the directions of the fiduciary until it receives actual notice that the fiduciary's authority has been terminated. We are not responsible for the actions of a fiduciary, including the misuse of funds, and we are not obligated to inquire as to the validity or propriety of any instructions or actions of the fiduciary. The fiduciary and the owner of funds agree to hold Landmark harmless for refusing to pay or release funds in the Account if such refusal is based on the failure of the person requesting or directing the withdrawal to provide documents or authorizations requested by Landmark. The fiduciary is responsible for any misapplication of funds and agrees personally as well as in his or her representative capacity to indemnify Landmark for any losses, costs, damages, liability or expenses (including reasonable attorneys' fees) Landmark may incur as a result of the misapplication of funds.

#### **8.5 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.

**8.6 Custodial Accounts.** Custodial Accounts are opened under the Wisconsin Transfer to Minors Act (UTMA) for the benefit of a minor, as defined under UTMA. Custodian of the Account holds the Account for the exclusive right and benefit of the minor and is the only party entitled to transact any business on the Account, barring a court order to the contrary. Only one



Custodian may be appointed for each Custodial Account and the Custodian must designate a Successor Custodian who would assume control of the Account only upon the resignation, death, or legal incapacity of the Custodian. We will act on the instructions of the Custodian, but have no duty or agreement whatsoever to monitor or ensure that the acts of the Custodian (or Successor Custodian) are for the minor's benefit. We are not responsible to monitor age or eligibility for a Custodial Account, even though our records may include the minor's date of birth. The minor's SSN/TIN will be used for the Backup Withholding Certification. It is the Custodian's responsibility to properly distribute the funds in the Account upon the minor's attainment of the age of majority; in the event of the minor's death, the funds in the Account will pass to the minor's estate.

### **8.7 Guardianship, Trust, Estate and Court-Ordered**

**Accounts.** If an Account is subject to the terms of a court order, statute, or other document under which the Account is opened, the terms of that order or document will govern the Account. Landmark must be provided with any court order or other documents governing an Account at the time the Account is opened. Such Account will remain subject to the terms of this Agreement. If there is an inconsistency between the terms of this Agreement and a court order governing the Account, the terms of the court order or other applicable document shall prevail, however, unless directly ordered by a court to do so, you understand that by merely opening such an Account, we are not acting in the capacity of a fiduciary nor do we undertake any obligation to monitor or enforce the terms of the trust or any applicable court order.

### **8.8 VA Fiduciary and Representative Payee Accounts.**

If you open the Account as a "representative payee" for someone who receives Social Security payments, or as a legal custodian, spouse payee or other custodian for someone who receives Veterans Administration payments, you agree not to permit any deposits to the Account other than the designated payments. We are not required to determine whether you deposit other funds or whether any withdrawals or transfers from the Account are for the support of the person for whose benefit the funds are paid. This person is called the beneficiary. If the beneficiary dies, you must promptly notify us and stop all further deposits to and withdrawals from the Account. If the government demands that we return deposits made after the beneficiary's death and the Account does not have enough funds to pay the demand, we may take the funds from any Account you or the beneficiary owns. The beneficiary's SSN/TIN will be used for the Backup Withholding Certification.

## **9. Rights after Death**

You agree to notify us of the death of any Account owner, fiduciary or beneficiary of a fiduciary Account 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 Joint Account With Right of Survivorship.** At the time of death of a Joint Account owner, ownership of the funds passes to surviving Account owner(s). In the event that the deceased Account owner is the "primary" owner as noted in the Account opening documents, the surviving owner(s) may be required to close and re-open the Account designating a new "primary" owner.

**9.3 Marital Account.** If one owner of a Marital Account dies, the survivor is entitled to 50% of the Account funds and the estate of the deceased is entitled to the other 50%. If a Marital Account has a P.O.D. designation, the P.O.D. beneficiary is entitled to the deceased spouse's 50% share. However, we have no responsibility to determine the respective interests of the owner and the P.O.D. beneficiary. In the event that the deceased Account owner is the "primary" owner as noted in the Account opening documents, the surviving owner may be required to close and re-open the Account designating a new "primary" owner.

**9.4 P.O.D. Account.** If you 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 Truth-in-Savings 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 sixty (60) 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 sixty (60) 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 30 days of the date your statement was mailed to you is conclusive proof that you failed to exercise reasonable promptness in examining your statement and reporting to Landmark the unauthorized draft. Landmark will not be responsible for any item that is altered or forged so cleverly that a reasonable person cannot detect the alteration or forgery. 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 sixty (60) days of the date your statement was mailed 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 you draw 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 sixty (60) 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. Arbitration Clause**

All disputes or claims arising out of or relating to this Agreement, or your use of Landmark's products and services, or the relationships that arise from this Agreement or your use of Landmark's products and services, whether based in contract, tort or otherwise, shall be resolved by binding individual arbitration under the expedited procedures of the AAA Consumer-Related Disputes Supplementary Procedures--a supplement to the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association (AAA) in effect at the time the claim is made. Landmark will not invoke its right to arbitration for any claim filed by you in small claims court so long as the claim is pending only in that court.

This arbitration provision shall be interpreted and enforced in accordance with the Federal Arbitration Act in Title 9 of the US Code. The filing fees and costs of the arbitrator shall be paid by Landmark. However, the parties shall each be responsible for and pay their respective costs, including attorneys' fees, incurred by them in preparing and presenting their cases during the arbitration proceedings. Arbitration hearings will be held at a location that is within 50 miles of your residence at the time the arbitration is commenced, to be designated by the arbitrator, or at another location if mutually agreed. A single arbitrator will be appointed by the AAA and will be an attorney or a retired judge. The arbitrator shall have experience and knowledge in financial transactions. 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 or enforceability of these arbitration provisions, shall be determined by the arbitrator. All statutes of limitations or other defenses relating to the timeliness of the assertion of a dispute or claim that otherwise would be applicable to an action brought in a court of law shall be applicable in any such arbitration, and the commencement

of an arbitration under this Agreement shall be deemed the commencement of an action for such purposes. The arbitration shall be solely between the parties to this Agreement and no class arbitration or other representative action shall be permitted, nor shall the arbitration be joined or consolidated with any other arbitration. Judgment upon the award rendered in arbitration shall be final and may be entered in any court, state or federal, having jurisdiction. The Arbitrator shall be entitled to award the same remedies that a court can award, including any kind of relief that could be awarded by a court, including injunctive relief. Where mandatory arbitration is prohibited by law, the exclusive forum for any litigation arising out of or relating to this Agreement, your use of Landmark's products and services, or the relationships that arise from this Agreement or your use of Landmark's products and services, shall be a court in Waukesha County, Wisconsin.

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.

This Agreement does not preclude you from informing any federal, state or local agency or entity of your dispute. Such agency or entity may be able to seek relief on your behalf. If you do not consent to arbitration, you can opt out by sending a written request to Landmark within thirty (30) days of your receipt of this Agreement. The opt-out shall be signed by you and mailed to Landmark at Landmark Credit Union, Attn: Arbitration Opt-out, P.O. Box 510870, New Berlin, WI 53151-0870. Opting out of this arbitration clause will not terminate this Agreement or affect any other rights and obligations you or Landmark have under the terms of this Agreement.

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

### **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 deposits of wages (direct deposit), pension checks and Federal Recurring Payments (e.g. Social Security benefits); 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 262-796-4500 or write to us at:

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

Do this immediately if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than sixty (60) days after we send you the FIRST statement on which the problem or error appears. 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.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete the investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your Account.

For errors involving new Accounts (within 30 days after the first deposit into the Account was made) or POS or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new Accounts, we may take up to twenty (20) business days to credit your Account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Landmark will not be obligated to comply with the error resolution requirements of Regulation E of the Federal Reserve Board unless you notify Landmark of an error, orally or in writing, at the telephone number and address shown on this document.

**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 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.** 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. 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 tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if your Card/code is used without your permission. This zero liability policy does not apply to a commercial card, or if you have been grossly negligent or fraudulent in handling the Card. If you do not tell us within two (2) business days and we can prove that we could have stopped the unauthorized use of your Card/code, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back the money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from notifying us, we will extend the time periods.

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 Service 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 ledger 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 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<sup>®</sup> and Cirrus<sup>®</sup> 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 Service 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 Service 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). However, when the merchant presents the \$20 charge for payment, your current balance, which is now only positive \$10, will be insufficient to cover the \$20 transaction because of the intervening transaction. This will result in an overdraft fee for the \$20 transaction, even though both your available balance and current balance were sufficient at the time the pre-authorization commitment for the transaction was made.

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 for consumer checking Accounts, you must affirmatively consent (opt-in) to be considered and approved for our Premium Overdraft overdraft service for such coverage. Without your consent, 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. If you do not opt-in, 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. Please note, unlike the Premium Overdraft or the overdraft fees, this Overdraft Transfer Fee will be charged for every transaction that 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 Service Center before you initiate the transaction that would exceed your available balance. Contact the Credit Union to enroll in the Overdraft Protection Program.

**LINKING A LINE OF CREDIT.** If you have a Kwik Cash Loan or a Home Equity Line of Credit with us, you may link your Kwik Cash Loan or Home Equity Line of Credit to your share draft/checking Account through our Overdraft Protection Program. When funds are drawn from your Kwik Cash Loan or Home Equity Line of Credit, the same Overdraft Transfer Fees will apply and interest is assessed in accordance with the terms of the Kwik Cash Loan or Home Equity Line of Credit Account, as applicable. Contact the Credit Union if you want to apply for a Kwik Cash Loan or Home Equity Line of Credit. When you obtain the Kwik Cash Loan or Home Equity Line of Credit, remember to add it to your 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 Service 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](https://www.landmarkcu.com)**

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