



109 Central Ave.,
Maddock, ND 58348
(701) 438-2222

DISCLOSURE FOR ELECTRONIC FUND TRANSACTIONS (EFT) AND WIRE TRANSFER NOTIFICATION

North Star Community Credit Union offers various electronic fund transfer services to our members. We have also provided, and will provide from time to time, plastic Automated Teller Machine Cards (ATM Cards) and VISA® CheckCards (Debit Cards) to certain members who apply for any, and are approved for ATM Cards or Debit Cards. Sometimes two or more persons are furnished such cards relating to a single account at the Credit Union. You may also be authorized access to your account(s) through our Anytime Online Personal Computer Account Access System.

When a secret Personal Identification Number ("PIN") is also provided to a member in relation to an ATM Card and/or a Debit Card, the ATM Card and PIN and/or the Debit Card and PIN can be used in any one of a number of Automated Teller Machines (ATMs) to make "electronic fund transfers." Transfers can be made to, from or between one or more accounts in the Credit Union. Simply follow the instructions at the machine. You may use your Card in automated teller machines of the Credit Union and VISA® Network machines or facilities as the Credit Union may designate and participate with for you to use your ATM Card or Debit Card. Electronic fund transfers can also be made through our Anytime Online service once you have been issued temporary secret PINs for those purposes.

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

- If you use the account(s) covered by this disclosure after receipt of this agreement.
- If you already have an ATM Card and PIN, a Debit Card and PIN, a Anytime Online Personal Computer Account Access System access and/or a PIN provided by us and you use them to make such transactions after receipt of this agreement.
- If you ask us to provide you with a PIN and you thereafter use it, together with an ATM Card, Debit Card, Anytime Online Personal Computer Account Access System to make such transactions.
- If you ask us to provide you with a PIN and you thereafter use it to make any service transactions.
- If you receive an ATM or Debit Card from us without asking for it, but then ask us to provide you with a PIN so that you can use the card, and you use the card and PIN to make such transactions.
- If you receive access to use our On-Line Bill payment System for any transactions.
- If you authorize the payee of any share draft or e-Check to be processed electronically.
- In any such cases, your use of the account(s) or your making of such transactions constitutes your acceptance of the terms and conditions set out in this disclosure.

Although your account(s) may be subject to "electronic fund transfers", and in that regard are subject to the terms and conditions of this disclosure, you may continue to use those account(s) to the same extent and in the same manner that you have in the past, in so far as "over-the-counter" and other non-electronic transactions are concerned.

In this disclosure, "you" and "your" include the plural in cases where two or more persons have an interest in a single account affected by an "electronic fund transfers" service. "We" or "us" refer to North Star Community Credit Union.

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

1. **Accounts Affected.** Each of your accounts at the Credit Union can be subject to some kind of "electronic fund transfer" service, with the exception of time Certificate accounts.
The affected accounts are sometimes referred to in this disclosure as "asset account(s)," "designated accounts" or simply as your "account(s)".
You may notify us if you do not want your accounts to be to be subject to any particular type of "electronic transfer" service, and you may change those instructions in the future. We will, in all cases, follow your instructions to the extent our "electronic funds transfers" programs permit at that time.
2. **Account Agreements.** The terms and conditions of the account agreements relating to your accounts with us remain in effect except to the extent modified by this disclosure.
3. **Minimum Balance.** You must always maintain any minimum balance requirements to be entitled to make, by use of ATM, Debit Card, Anytime Online Personal Computer Account Access System, "electronic fund transfers" or e-Check(s) affecting your account(s). PINs for use with electronic access devices may not be issued to members whose loan payments to us are delinquent. We reserve the right to increase minimum balance requirements or to impose other restrictions in the future, but if we do so, we will give you at least 21 days advance written notice.
4. **NSCCU Debit Card "Electronic Fund Transfer" Services - VISA® CheckCard.** At the present time, you can authorize the following types of "electronic fund transfers" to or from your asset account(s) at the Credit Union with your NSCCU Debit Card or VISA® CheckCard/ATM Debit Card:
If you have an ATM Card ("ATM/Debit Card"), VISA® CheckCard/ATM along with a PIN, you can use it to make any or all of the following transactions at an Automated Teller Machine at the Credit Union or at any of the Networks and such other machines or facilities as the Credit Union may designate. At the present time, you may use your Card to:
 - a. Deposit fund to share draft or savings accounts;
 - b. Withdraw cash from your share draft or savings account(s), not exceeding a maximum of \$400.00 per daily cycle, provided you have sufficient available funds in your account.
 - c. Transfer funds between your checking and savings accounts whenever you request;
 - d. Make payments from your checking or savings to make loan payments at this credit union;
 - e. Obtain balance information for your checking or savings account(s);
 - f. You may not use your card to initiate any type of gambling activity.

Fees. Fees on the Credit Union fee schedule may apply.

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

VISA® CheckCard/Debit Card Transaction Restrictions:

- Maximum cash withdrawals of \$400.00 per day from an ATM if you have sufficient funds in your account;
- Maximum Point-of-Sale purchases of \$1500.00 per day if you have sufficient funds in your account;
- Unrestricted transfers between your Credit Union accounts with available funds;
- Maximum Combined debit card purchases/cash withdrawals may not exceed 20 withdrawals per day, if you have sufficient funds in your account;
- You may transfer up to the available balance in your account(s) at the time of transfer.

For security reasons, there are limits on the number of transfers you can make;

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

5. **Anytime Online Personal Computer Account Access System.** If we approve the North Star Community Credit Union Home Banking Personal Computer Account Access System for your account, you must use your password along with your user name to access your account(s). At the present time, you may use the North Star Community Credit Union Home Banking Personal Computer Account Access System service to:

- Transfer funds from your savings and checking accounts;
- Make a loan payment to this credit union from your savings and checking account(s);
- Get balance information about share draft savings, certificate of deposit, line of credit or loans;
- Get withdrawal history about share draft savings, certificate of deposit, line of credit or loans;
- Get deposit history about share draft savings, certificate of deposit, line of credit or loans;
- Get transaction history about share draft savings, certificate of deposit, line of credit or loans;

There are no limits on the number of inquiries, transfers, provided that you have sufficient funds in your account(s). For security reasons, there are limits on the number of transfers you can make using our online account service.

The following limitations on North Star Community Credit Union Home Banking transactions may apply:

- The maximum withdrawal or transfer amount is 6 per day and no transfer or withdrawal may exceed the available balance in your account;
- Section 12 transfer limits may apply.

Fees. We do not charge a fee for preauthorized payments from any type of account and we do not charge a fee for any deposits to any type of account. Any applicable fees for use of this account are disclosed on the North Star Community Credit Union fee schedule.

6. **Mobile Banking.** If Mobile Banking is activated for your account(s), you will be required to use secure login information to access the account(s). At the tip time, you may use Mobile Banking to:

- Transfer funds from your savings and checking and money market account(s);
- Make payments from checking to Online Bill Pay system;
- Make a loan payment from your savings and checking account(s);
- Get balance information about share draft savings, certificate of deposit, line of credit or loans;
- Get withdrawal history about share draft savings, certificate of deposit, line of credit or loans;
- Get deposit history about share draft savings, certificate of deposit, line of credit or loans;
- Get transaction history about share draft savings, certificate of deposit, line of credit or loans;

Your accounts can be accessed under the Mobile Banking via mobile device or other approved access devices. Mobile banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processioning. We reserve the right to refuse any transaction which would draw upon insufficient funds, except a credit limit, lower an account below a repaired balance, or required us to increase our required reserve on the account. We may set other limits on the amount of nay transaction, and your will be notified of those limits. We may refuse to honor any transactions for which you do not have sufficient funds. The service will be discontinued if no transaction is entered after a number of unsuccessful attempts to entire a transaction and there may be limits on the duration of each access.

The following limitations on North Star Community Credit Union Home Mobile Banking transactions may apply:

- The maximum withdrawal or transfer amount is 6 per day and no transfer or withdrawal may exceed the available balance in your account;
- Section 12 transfer limits may apply.

7. **Bill Payments:** Our Bill Pay system will issue payments your behalf to creditors the Credit Union has designated in the User Instruction and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete.

We will withdraw the designated funds from your checking account or bill payment transfer by the designated cutoff time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you schedule for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by a vendor.

The follow limitations on bill pay transactions may apply:

- There is no limit on the number of bill payments per day.

8. **Electronic Check (e-Check) Conversion Transactions.** A transfer through an automated clearing house when you provide a share draft to certain merchants or other payees that enables the merchant or other payee to capture the routing, account, and serial numbers to initiate the transfer, whether the share draft is blank, partially completed, or fully completed and signed; whether the share draft is presented at POS or is mailed to a merchant or other payee or lockbox and later converted to an electronic fund transfer, or whether the share draft is retained by the consumer, the merchant or other payee, or the payee's financial institution. Your authorization to make such types of electronic funds transfers may be expressed in writing or implied, for example, by the posting of a sign. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to:

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

Fees. You may be charged separate fees from the merchant or third-party to whom you submit your authorization; You may also be charged by those third-parties for returned check fees on the same account. If you complete the transaction after being told orally or by a posted notice or by notice sent to you, you are considered to have authorized the electronic fund transfer and associated fees. Any of our applicable fees for use of this type of transfer disclosed in the separate Credit Union fee schedule.

9. **Point Of Sale Transactions.** Point of Sale Transactions may be made with your Card and PIN (Personal Identification Number) to purchase goods or services at POS participating terminal Networks. Your ATM/Debit Card or VISA® CheckCard may be used to purchase goods or services from merchants who have arranged to accept an ATM Card or a VISA® CheckCard as a means of payment. If you have a VISA® CheckCard, it may be used to purchase goods and services from VISA® CheckCard merchants. These merchants are collectively referred to as "Participating Merchants" and will display a VISA® @ logo or other symbol that identifies them as a merchant who will accept your Card. Purchases made with your Card, including any purchases where you receive cash back, are referred to as "point of sale transactions" or "POS" transactions. A POS transaction will cause your checking account to be debited for the amount of the purchase. Only checking accounts may be used in connection with point of sale transactions performed with your Debit Card or VISA® CheckCard.

10. **Excluded Transactions.** We have developed an elaborate electronic data processing system which makes it possible to offer you many electronic services. However, some of these services do not constitute "electronic fund transfers" for purposes of this disclosure. For example, automatic transfers from your account(s) to pay your loan(s) owing to us and automatic transfers between your own asset accounts at the Credit Union. The terms and conditions of this disclosure only apply to those services and transfers which are "electronic fund transfers" as described in this disclosure; they do not apply to other transactions which, although electronic in nature, do not constitute "electronic fund transfers" described in that section.

11. **Fees and Charges.** Certain fees and charges apply to electronic transfers. A fee schedule was provided to you at the time you applied for this card. We may amend the fee schedule from time to time and the fees charged to your account will be those fees applicable at the time of any particular transaction. We will notify you of any changes in the fee schedule, as provided by law. You may also ask us for a current fee schedule. We reserve the right to impose fees, and to thereafter increase them, if we deem it necessary. We will give you at least 21 days advance written notice before imposing or increasing any such fees. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

12. **Limitations on "Electronic Fund Transfers".** We described the types of electronic funds transfers you can make through our various Electronic Funds Transfer Services. During any periodic monthly cycle you may not make more than six (6) withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized or automatic transfers; transfers authorized by phone, fax, or online; and transfers by check, debit card, or similar order payable to third parties. Other types of transfers and withdrawals, such as those made in person, by mail, or at

an ATM can be made without limitation. If you exceed the transfer limitations herein, your account may be assessed additional fees and/or will be subject to closure.

A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders including orders received through the automated clearing house (ACH). Aside from that limitation, and as to transactions other than those made at an ATM, there are no limitations as to how often you can make "electronic fund transfers" described in this disclosure. Nor are there any restrictions as to the dollar amount of any one "electronic fund transfer". We reserve the right to impose any such restrictions in the future as we deem reasonable, but we will give you at least 21 days advance written notice before doing so. You may make unlimited transfers to any of your accounts or to any Credit Union loan account and may make withdrawals in person, by mail, or at an ATM. However, we may refuse or reverse a transfer that exceeds these limitations and may assess fees against, lock or close your account.

13. Documentation of Electronic Fund Transfers:
 - a. Terminal transfers. You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals.
 - b. Small Dollar Terminal Transaction and Point-of-Sale Transactions: You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal, however, you may not always receive a receipt if the amount of the transfer is up to \$25.00 or less. Your use of this ATM card is your acknowledgement of the terms set forth in this disclosure, including this small transaction documentation section.
 - c. Preauthorized credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 701-438-2222 to find out if the deposit has been made.
 - d. Periodic statements. You will get a monthly account statement (unless there are no transfers in a particular month. In any case, you will get the statement at least quarterly).
 - e. Passbook account where the only possible electronic fund transfers are preauthorized credits. If you bring your passbook to us, we will record any electronic deposits that were made to your account since the last time you brought in your passbook.
 - f. Your right to documentation as set forth in subsections A and D of this section does not apply when the electronic funds transfer occurs outside of the United States.
14. Preauthorized Payments & Stop Payments. Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:
 - a. Call us at (701) 438-2222 or write us at North Star Community Credit Union, 109 Central Ave., Maddock, ND 58348 in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. (We will charge you a fee as set forth in the Fee Schedule for each stop-payment order you give.)
 - b. Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
 - c. Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.
15. Financial institution's Liability. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:
 - a. If, through no fault of ours, you do not have enough money in your account to make the transfer.
 - b. If the transfer would go over the credit limit on your overdraft line.
 - c. If the automated teller machine where you are making the transfer does not have enough cash.
 - d. If the terminal system was not working properly and you knew about the breakdown when you started the transfer.
 - e. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
 - f. There may be other exceptions stated in our agreement with you.
16. Confidentiality. We will disclose information to third parties about your account or the transfers you make:
 - a. Where it is necessary for completing transfers; or
 - b. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
 - c. In order to comply with government agency or court orders; or
 - d. If you give us your written permission.
17. Errors or Questions. In Case of Errors or Questions About Your Electronic Transfers Telephone us at: Phone: (701) 438-2222 or write us at: North Star Community Credit Union, 109 Central Ave., Maddock, ND 58348 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.
 - a. Tell us your name and account number (if any).
 - b. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
 - c. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90* days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

*If you give notice of an error within 30 days after you make the first deposit to your account, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have 90 days instead of 45 days to investigate.

20. Changing Terms of Your Account -Rules Regarding Fees, and Limits. The Credit Union may change the terms of this Agreement from time to time by sending Notice of any significant negative change to you no less than 45 days before we change certain fees (such as annual fees and cash advance fees) that apply to your account; or make other significant changes to the terms of your card.
21. Restrictions On Over-The-Account Balance Transactions. You must tell the credit union that you want it to allow transactions that will create an overdraft in your account. Otherwise, if a transaction would take you over the balance in your account, it may be turned down. We do not charge an overdraft fee if we pay a transaction that exceeds your credit limit unless you opt-in to allow the overdraft and charged a fee for each overdraft transaction. If you OPT-IN for this overdraft election, you will be charged a fee according to our fee schedule for each transaction that creates any such overdraft.
22. Terminating Your Account. Either you or the Credit Union may terminate this agreement at any time, but termination by you or the Credit Union will not affect your obligation to pay the Account balance plus any finance and other charges you owe under this Agreement. You are also responsible for all transactions made to your Account after termination, unless the transactions were unauthorized. The Card or Cards you receive remain the property of the Credit Union and you must recover and surrender to the Credit Union all Cards upon request or upon termination of this Agreement whether by you or the Credit Union. The credit Union has the right to require you to pay your full Account balance at any time after your

Account is terminated, whether you or the Credit Union terminate it. If this is a joint Account, Section 25 of this Agreement also applies to termination of the Account.

23. **Credit Information.** You authorize the Credit Union to investigate your credit standing when opening or reviewing your Account. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. You also authorize the Credit Union to disclose information regarding your Account to credit bureaus and creditors who inquire about your credit standing.
24. **Account Information Disclosure.** We may disclose your account information to third parties to verify and complete the transfers you make as follows: (a) To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant; (b) If your account is eligible for emergency cash and/or emergency card replacement services, and (c) you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s); (d) To comply with government agency or court orders; or (e) If you otherwise provide us with your written permission.
25. **Right to Bring Civil Action.** You have a right to bring a civil action against any person violating any State of North Dakota or federal provision of the laws governing consumer privacy and unauthorized withdrawals. If you prevail in such an action, you may be entitled to recover punitive damages, court costs and reasonable attorney fees.
26. **Consumer Liability:**
- Consumer Liability.** Tell us AT ONCE if you believe your Automated Teller Machine Cards (ATM Card), VISA® CheckCard and/or PIN(s) or if you believe that an electronic fund transfer has been made without your permission using information from your check or your North Star Community Credit Union Home Banking Personal Computer Account Access System has been accessed without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your Automated Teller Machine Card (ATM Card), VISA® CheckCard or your PIN(s) and/or your North Star Community Credit Union CU Online Internet system has been accessed without your permission, and you can lose no more than \$50 if someone used your card or otherwise accessed your account through one of the methods set forth above in this paragraph without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card(s), or otherwise accessed your account(s) without your permission, and we can prove we could have stopped someone from using your card(s) and/or PIN, access code, or otherwise, without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.
 - Contact in event of unauthorized transfer.** If you believe your Automated Teller Machine Cards (ATM Card), VISA® CheckCard and/or PIN(s) have been lost or stolen, or our Anytime Online Personal Computer Account Access System PIN to your account has been compromised, call: (701) 438-2222 during normal business hours, or write to: North Star Community Credit Union, 109 Central Ave., Maddock, ND 58348 **IMMEDIATELY !!!** You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.
 - If you furnish another person with your ATM card and PIN, any operable Code, access code to your Anytime Online Personal Computer Account Access System, or your check book, you will be responsible for all "electronic fund transfers" initiated by the person.** Your responsibility pertains to transfers from which you may receive no benefit, and applies even though that person may not have actual authority to initiate a transfer or transfers an amount in excess of that which is authorized. Your responsibility for such transfers remains until you have notified us in writing that the person is no longer authorized to initiate transfers.
27. **Our Liability for Failure to Make "Electronic Fund Transfers".** If we do not complete an "electronic fund transfer" to or from your accounts on time or in the correct amount according to our agreements with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:
- If, through no fault of ours, you do not have enough money in your account to make the transfer or, pursuant to our Funds Availability Disclosure, there are "uncollected" funds that are not available.
 - If there is not enough money in your account, in excess of amounts you have pledged to us as collateral for a loan to make the transfer.
 - If the ATM, Internet or any other electronic access device was not working properly and you knew about the problem when you started the transaction.
 - If the error was caused by a system of any participating ATM network.
 - If funds in your account are subject to garnishment or other legal process.
 - If we have, because of your default on a loan, exercised our rights against the funds in a pledged account.
 - If the transfer would take the balance on your overdraft loan (if applicable) over the credit limit.
 - If the automated teller machine where you made the transfer did not have sufficient cash.
 - If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
 - If circumstances beyond our control prevent the transfer (such as fire, flood, or power failure), despite reasonable precautions we have taken.
- We will also be excused from such liability if you fail to observe the terms of this agreement, or our account agreements with you, which relate to such "electronic fund transfers". If you have bill payment services, you must contact the intended recipient of the transaction for inquiries other than confirmation of the amount transferred from your account to the merchant, the date of the transfer and the recipient's identity/name.
28. **Business Days.** Our "business days" are as follows:
We are not open for business on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or other holidays observed by the credit union. We reserve the right to change our "business days" and hours.
29. **Regulatory Agency.** If you believe that we may have violated the federal Electronic Funds Transfers Act or any North Dakota Electronic Funds Transfer Regulations, you may contact the following regulatory authority:
State of North Dakota • Department of Financial Institutions • 2000 Schafer Street • Suite G • Bismarck, ND • 58501-1204
Phone: (701) 328-9933
30. **Amendments/Termination.** We reserve the right to amend this disclosure (agreement) at any time. If we do so, we will give you such advance notice thereof as we deem to be reasonable under the circumstances. However, in the specific cases mentioned earlier, we will give you at least 21 days advance written notice. We also reserve the right to terminate this disclosure (agreement) by sending a notice of such termination by first class mail to your last known address on our records, which notice shall be effective when mailed. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any EFT service. You may also terminate this agreement at any time by providing written notice to North Star Community Credit Union, however, termination of this agreement will not relieve you of your continuing obligations incurred during the term of this agreement. If this Agreement is terminated, you must return all items issued by the Credit Union, including but not limited to, ATM Cards, VISA® CheckCard, PINs and Codes, which remain the property of the Credit Union.
31. The effective date of this disclosure (agreement) is February 28, 2018.
32. **Location of Machines.** The number and location of Automated Teller Machines is, of course, subject to change at any time.
33. **Card Ownership.** All ATM Cards, VISA® CheckCard, and PINs remain the property of the Credit Union and may be revoked or cancelled at any time without giving you prior notice. You agree not to use your ATM/Debit Card for a transaction that would cause your account balance to go below zero. You also agree not to make a North Star Community Credit Union Online Banking system, electronic fund transfer or e-Check(s)

affecting your account(s) that would cause your account balance to go below zero. We will not be required to complete any such transaction, but if we do, you agree to pay us the amount of the improper withdrawal, or transfer, upon request, plus our fee(s) for any such transactions that create an overdrawn account or accounts.

34. **Secrecy of PIN.** If we have issued a PIN to you, you agree to keep your PIN secret, and you also agree that you will not write the PIN on your ATM/Debit Card or on any item you keep with your cards. If you do not keep your PIN separate from your ATM/Debit Card, your privileges may be revoked at our option.
35. **Non-Request for PIN Disclosure Procedures.** No employee or agent of the Credit Union will request an ATM Cardholder to divulge their Personal Identification Number (PIN) in either an oral or written manner. In addition, a merchant receiving your Card should never request your PIN security code from you. If any of our employees or agents do request your PIN, please notify us immediately with the name of the employee or agent who requested your PIN.
36. **Limitations of ATM Transactions.** There are no limitations on the number or dollar amount of deposits you may make at any ATM during its 24-hour operating cycle. However, to protect against possible losses, your card will not allow you to withdraw more than a combined maximum withdrawal of \$400.00 per daily cycle from your share, share draft and electronic withdrawal of cash using a VISA® CheckCard during such a 24-hour cycle, even if two ATM Cards or two VISA® CheckCard have been issued for a single account. (For example, when a husband and wife each have a card for their joint account.) If a separate limit is set with regard to Point of Sale entries, we will disclose that limit to you separately. We reserve the right to change these limitations, and we will give you written notice of any such change according to applicable law.
37. **Responsibility for Overdraft.** If you obtain cash from an ATM which creates a shortage in your account, or if you overdraw an account through use of the Internet Home-Bank access service, e-Check(s), or otherwise, the overdrawn amount is due and payable the moment you receive your money, or make the transfer. You agree to pay the full amount of it to us, together with an overdrawn account charge pursuant to the fees applicable for your share draft account per occurrence.
If you have an overdraft line of credit, an advance on your line of credit may be made to cover the overdraft, and you will pay that advance in accordance with the conditions of your line of credit plan, depending upon which form of overdraft protection you have selected. If there are not sufficient funds to make a transfer according your overdraft line of credit, or if you have no overdraft protection, then such overdraft will be paid to us as provided in the first sentence of this section.
38. **Foreign Transaction Currency Conversion.** If you effect a transaction with your VISA® CheckCard in a currency other than US Dollars, VISA® International Incorporated will convert the funds into US Dollars and charge your account in US Dollars. VISA® International Incorporated will use its currency conversion procedure, which is disclosed to institutions that issue VISA® cards. The conversion rate used by VISA® International Incorporated to determine the transaction amount in US Dollars for such foreign transactions is generally either a government mandated rate or a wholesale range of rates determined by VISA® International Incorporated for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by VISA® International Incorporated. The currency conversion rate used by VISA® International Incorporated is the applicable central processing date, which rate may vary from the rate VISA® itself receives and, may differ from the rate that would have been used on the purchase date or cardholder statement posting date. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, Puerto Rico, and the U.S. Virgin Islands or U.S. Military bases.
If there is no currency conversion but the transaction was completed in a foreign country (what VISA® labels a "single-currency transaction") the International Service Assessment (ISA) is 1% of the transaction; including cash advances, purchases and credits to your account. If there is a "multi-currency" conversion, the ISA will continue to be 1% of the transaction. An international transaction as a transaction where the issuer's country (i.e., the card-issuing financial institution's country) is different than the merchant's country. Thus, for example, a transaction over the Internet could qualify as an international transaction. These fees will be charged to your VISA® account for each foreign transaction.
39. **International Ach Transactions (IAT).** We reserve the right under U.S. law to only post International ACH Transactions after all necessary verifications have been completed. We reserve the right to reverse any transaction that is deemed uncollectible. International ACH Transactions may be governed by the law of a foreign nation. The posting of cross-border ACH transactions may be delayed by the Credit Union while it conducts government required reviews including OFAC verification. An ACH transaction will not be completed if it violates U.S. law. Certain International ACH transactions do not have the liability protections otherwise available under U.S. regulations.
40. **Joint Accounts.** If any account accessed under this agreement is a joint account (that is, if two or more people are parties to this account), all of the joint owners are jointly and severally liable to repay the Credit Union the amount of any EFT transaction, including any overdraft and service charges, regardless which of the parties initiated, completed or received the benefit of the transfer. Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from transfers, charges or overdrafts, whether caused by you or another with access to any account affected under this agreement. This liability is due immediately, and can be deducted by the Credit Union directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you individually initiated or authorized the item or transfer or otherwise benefited from the transfer and charge. This includes liability for our costs to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees.
41. **Unlawful Internet Gambling Notice.** Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.
42. **Advisory Against Illegal Use.** You agree not to use your card(s) for illegal gambling or any other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.
43. **Governing Law.** This Agreement and Disclosure is governed by the Bylaws of North Star Community Credit Union, federal laws and regulations, state laws and regulations and local clearinghouse rules, as may be amended from time to time. Any disputes regarding this agreement shall be governed by the laws of the United States and the State of North Dakota.
44. **Enforcement.** You agree that you will be liable to us for any loss, cost, or other expenses we incur as a result of your failure to comply with the terms and conditions set forth in this Agreement and as we may amend from time to time. You authorize us, without prior notice, to deduct any loss, cost or other expenses, including reasonable attorney's fees that are incurred by us for your failure to comply with the terms of this agreement. You also agree that we may deduct any loss, cost or other expenses, including reasonable attorney's fees that are incurred by us for any action we may take to enforce this Agreement from your accounts with us.

Automated Clearing House (ACH) TRANSFERS
(Uniform Commercial Code Article 4A)

Definitions:

The Receiving Depository Financial Institution (RDFI) is a financial institution with which the Receiver has an account relationship. Credit or debit entries sent to a Receiver's account will be received by the RDFI from the ACH Operator and then posted to the Receiver's account.

The Originator is the company/business that has been authorized by the Receiver to either credit or debit an account. When a company initiates a credit transaction to their employee's account for payroll or to a business customer's account for payment of goods and services, it is considered the Originator. Originators may also initiate debit transactions to a consumer or business account for payment of goods or services.

The Receiver can be either an individual or a company that has authorized the Originator (company) to credit or debit their account. The employee is the Receiver if his/her employer is initiating a Direct Deposit payroll credit. A business partner is the Receiver if the Originator is sending a credit to pay for goods or services. The Originator can also be a Receiver, in situations where another party is initiating credits or debits to their account.

"We" and "Us" refer to North Star Community Credit Union. "You" refers to you as a credit union account owner at North Star Community Credit Union.

The following rules shall apply to all ACH transfers services provided by North Star Community Credit Union.

Choice of Law

North Star Community Credit Union as an RDFI may accept, on your behalf, payments to your account which have been transmitted through one or more Automated Clearing Houses ("ACH") and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the State of North Dakota as provided by the Operating Rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, including Article 4A of the North Dakota Uniform Commercial Code.

Notice of Receipt of ACH Items

Under the Operating Rules of the National Automated Clearing House Association which are applicable to ACH transactions involving your account, North Star Community Credit Union is not required to give next day notice to you of receipt of an ACH item, and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

Provisional Payment

Credit given by us to you with respect to an Automated Clearing House credit is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e., the Originator of the entry) shall not be deemed to have paid you the amount of such entry.

Payment Order

If you give us a payment order that identifies a beneficiary (the person to whom you are sending funds) by name and account or some other identifying number (such as a Social Security, Taxpayer I.D. or driver's license number), we may pay the beneficiary on the basis of the number provided to us by you and consider that number to be proper identification. This will be true even if the number you provided to us identifies a person different from the named beneficiary, unless otherwise provided by law or regulation.

If you give us a payment order that identifies the beneficiary's financial institution in the funds transfer by name and Routing and Transit ("R/T") or other identifying number, we, as well as the receiving financial institution, may rely on the number provided to us by you as the proper identification. This will be true even if the number provided identifies a financial institution that is different from the named financial institution, unless otherwise provided by law or regulation. Therefore, it is in your best interest to contact the receiving institution to acquire the appropriate transfer instructions so that your money will arrive safely. You, the member, are ultimately responsible for providing accurate information regarding funds transfers and are consequently liable for any losses or expenses should an error occur.

In addition, if we are ever obligated to pay interest on the amount of the transfer, you will be paid interest on a daily basis equal to the current dividend rate that is otherwise applicable to the account from which the funds transfer should have occurred. In the event we are ever liable to you for damages due to a transfer, your damages will be limited to actual damages only. We will not be responsible for incidental or consequential damages, court costs or attorney's fees, unless otherwise provided by law or regulation.

Same Day ACH

Effective September 15, 2017, all Receiving Depository Financial Institutions (RDFIs) are required to receive same-day ACH payments, thereby giving Originating Depository Financial Institutions (ODFIs) and their Originators the certainty of being able to send same-day ACH payments to accounts at all RDFIs.

Same-Day Execution

You, as a sender of a payment order, shall not issue a payment order that instructs us to execute the payment order on a funds-transfer business day that is later than the funds-transfer business day on which the order is received by us, unless we agree with you in writing to follow such instructions.

Stop Payment

North Star Community Credit Union (RDFI) honors stop payment orders provided by Receivers, either verbally or in writing, submitted to the RDFI at least three Banking Days before the scheduled date of any debit entry to a Consumer Account other than a Single entry. North Star Community Credit Union (RDFI) honors stop payment orders provided by Receivers to the RDFI at such time and in such manner as to allow the RDFI a reasonable opportunity to act upon the order prior to acting on any debit entry to be initiated to a non-Consumer Account, or on a Single entry debit to be initiated to a Consumer Account.