



## **Account Agreement and Disclosures**

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## **Funds Availability Policy Disclosure**

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### **Your Ability to Withdraw Funds**

This policy statement applies to transaction accounts. Our policy is to make funds from your cash and check deposit available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash or we will use the funds to pay checks that you have written. The credit union reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed in this policy.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposit, every day is a business day, except Saturday, Sunday and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

All ATMs that we own or operate are identified as our machines. If you make a deposit (cash or checks) at an ATM that we own or operate, the funds may not be available for you to access for up to two days. Funds from any deposit (cash or checks) made at ATMs we do not own or operate may not be available until up to the fifth business day after the date of your deposit.

Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this Disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institution upon which it is drawn.

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

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you have deposited.

## **Funds Availability Policy Disclosure, continued...**

### **Longer Delays May Apply**

In some cases, we will not make all the funds deposited by check into a transaction account available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds deposited into a transaction account may not be available until the second business day after the day of your deposit. The first \$200 of deposits into a transaction account may be available to you on the next business day.

A check may be placed on hold in the savings account for seven business days after the date of deposit or for a reasonable amount of time longer than seven business days after the day of deposit that allows us to determine that the check will be paid and not returned or subject to a claim.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- You are a new member
- We have reason to doubt collectability of the check(s) you deposited
- You deposit checks totaling more than \$5,000 on any one day
- You redeposit a check that has been returned
- You have overdrawn your account repeatedly in the last six months
- There is an emergency, such as failure of computer or communications equipment

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

If we are not going to make all of the funds from your deposit available to you on the first business day, we will notify you in writing at the time you make your deposit. We will also notify you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decided to take this action after you leave the premises, we will mail you the notice by the business day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

### **Special Rules for New Accounts**

If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposit to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashiers, certified, teller's, travelers, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than U.S. treasury check) is not made in at one of our teller lines, the first \$5,000 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the date of your deposit.

Last Revision: 03/2018

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**Special Member Services**

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Based on your membership status, some or all of the following fees may be applied, waived, or the value credited:

**Phone Inquiry / Transfers**

<b>Fee</b>	<b>Service</b>
Free	Telmate Inquiries / Transfers (920) 882-4700
\$2.00	Telephone transfers (per transfer, 1 free per month)
\$2.00	Telephone Inquiry (per inquiry)

**ATM / Debit Card Services**

<b>Fee</b>	<b>Service</b>
\$5.00	ATM / Debit card account setup, replacement card or PIN
\$45.00	ATM / Debit card Rush fee
Free	ATM withdrawals at Prospera Credit Union ATM's
\$0.50	ATM withdrawals over 6 at non Prospera Credit Union ATM's
\$30.00	NSF ATM / Debit card fee
\$7 / \$10.00	ATM / Debit card overdraft fee (if transferred from any other account)

**Account Research**

<b>Fee</b>	<b>Service</b>
\$10.00	Copy of Statement (per month)
\$5.00	Activity Printout (current month)
\$20.00	Account research and balancing assistance (per hour)
\$2.00	Check Copy

**Maintenance**

<b>Fee</b>	<b>Service</b>
\$30.00	Non-sufficient funds fee (per item)
\$30.00	Non-return fee (per item)
\$5.00	Deposited checks and items returned unpaid
\$2.00	Undeliverable statement or mail fee (per month)
\$7 / \$10.00	Overdraft transfer (automatically from a savings or line of credit to the checking)
\$2.00	Dormant account (per month)
	<i>*An account is considered dormant if for one (1) year no withdrawals or deposits (other than dividends credited) have been made to the account</i>
\$30 / \$40.00	Stop payment (\$30 for single and \$40 for series)
\$5.00	Close membership within 90 days after opening
\$20.00	Prospera Credit Union closes account (due to negative activity or abuse to staff)

### **Miscellaneous Services**

<b>Fee</b>	<b>Service</b>
\$2.00	Cashier's check (per check)
\$1.00	Money order (per check)
\$10.00	Starter / replacement checks (for 8)
Varies	Check printing (depends on style of check chosen)
\$3.00	Check cashing fee (per transaction)
\$3.00	Gift card (per card)
\$2.00	Cash advance off a non-Prospera Credit Union credit card for a member
\$5.00	Cash advance off a credit card for a non-member
\$10.00	Incoming Wire Transfer
\$20.00	Outgoing Domestic wire
\$30.00	Western Union wire
\$75.00	Outgoing Foreign wire
Free	Notary
\$15.00	Signature guarantee
\$5.00	Non-locking deposit bag (First free for business accounts)
\$25.00	Lock deposit bag and key (First free for business accounts)

### **Check Cashing Policy**

Prospera Credit Union is owned by the members who belong to our financial cooperative. The more services our members take advantage of, the more dividends and rewards our members can receive. When members are not using our primary services, the credit union does not have the revenue to offset teller line services. Check cashing is a service we provide to members who have a relationship with us.

When our members have a relationship with us, such as an active checking account, investments with our investment planning service, other financial relations with us, or at least \$250 in the members savings account, there will not be a \$3 check cashing fee.

### **Matching Funds Policy**

If there is not a sufficient balance in your account to cover the amount of the non-payroll check, we may deny cashing it or place a hold on the funds.

### **Third-party Checks**

Third-party checks will not be accepted unless by pre-arranged exception.

### **Checks Payable to an Organization**

Checks payable to business or club/organization cannot be cashed. We will accept them for deposit only into the business or club/organization account. If cash is required, a withdrawal can be made from the account by authorized signers only.

## **Non-member Check Cashing Policy**

For non-members, we will cash checks that are drawn on Prospera Credit Union only. To cash a check drawn on Prospera Credit Union, you must present proper identification (current photo ID, student ID, or other government ID) and we will require your social security number and a current telephone number. Non-member checks will not be cashed in the drive thru.

We reserve the right to limit the amount of cash.

For non-members, checks of any other type, including checks made payable to 'Cash', will not be cashed. We welcome you to open an account.

Rev. 4/2015

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## **Terms and Conditions**

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This is a legal contract for a business that transacts in English. It is your responsibility and obligation to obtain help in the event there is a language difference.

### **Agreement**

This document, along with other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully. If you sign the signature card or open or continue to have your account with us, you agree to these rules. You will receive a separate schedule of rates, qualifying balances and fees. If you have any questions, please call us.

This agreement is subject to applicable federal laws and the laws of the state of Wisconsin (except to the extent that this agreement can and does vary such rule or laws). 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:

1. Summarize some laws that apply to common transactions;
2. Establish rules to cover transactions or events which the law does not regulate;
3. Establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
4. Give you disclosures of some of our policies to which you may be entitled or in which you may have an interest in.

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.

### **Definitions**

As used in this document the words “we”, “our”, and “us” mean the financial institution and the words “you” and “your” mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular. “Party” means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as an agent. A beneficiary of a P.O.D account is a party only after the account becomes payable to them by reason of their surviving the original payee. A minor may be a party to an account, subject to withdrawal restrictions of Wisconsin law. Unless the context indicates otherwise, “party” includes guardian, conservator, personal representative, or assignee, including an attaching creditor of a party.



## **Bylaws**

Our bylaws, which we may amend from time to time, establish basic rules about our credit union policies and operations which affect your account and membership. You may obtain a copy of the bylaws on request. Our right to require you to give us notice of your intention to withdraw funds from your account is described in the bylaws. Unless we have agreed otherwise, you are not entitled to receive any original item after it is paid, although you may request that we send you an item(s) or a copy of an item(s). Dividends are based on current earnings and available earnings of the credit union, after providing for required reserves.

## **Liability**

You agree, for yourself (and the person or entity you represent if you as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted 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 signed the item or benefited from the charge or overdraft. You are responsible for all checks that are deposited and returned whether not payable or fraud. This includes liability for our costs to collect the deficit including, to the extent permitted by law, our reasonable attorney's fees.

## **Deposits**

We will give only provisional credit until collection is final for any items, other than cash, that we accept for deposit (including items drawn "on us"). Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or an outside depository until we actually record them. We will treat and record all transactions received after our "daily cut off time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open.

## **Withdrawals**

Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs in the space designated for signatures on the signature card may withdraw or transfer all or any part of the account balance at any time. Each of you (until we received written notice to the contrary) authorizes each other signing the signature card to endorse any item payable to you for deposit to this account or any other transactions with us. We may charge your account for a check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us, by any method we do not specifically permit, which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. Even if we honor a nonconforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing the account. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. The fact that we may honor withdrawal requests that overdraw the available balance does not obligate us to do so later. See the Funds Availability disclosure for information about when you can withdraw funds you deposit. For

those accounts for which our Funds Availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal.

### **Ownership of Account and Beneficiary Designation**

These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. 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.

#### **Solely Owned**

Such an account is owned by one party.

#### **Joint Survivorship Account**

Such an account is issued in the name of two or more persons. Each of you intends that upon your death the balance in the account (subject to any previous pledge to which we have consented) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

#### **Marital Account**

This is an account established without the right of survivorship by two parties who claim to be husband and wife and upon death of either owner; the survivor owns 50% of sum on deposit.

#### **Single or Joint Survivorship Account with POD Beneficiaries**

Pay-on-death beneficiaries acquire the right to withdraw only if: (1) all parties creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating this account type reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the deposit at any time.

#### **Business Accounts**

Earnings in the form of interest dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. We may require the governing body of the legal entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing legal body of the legal entity.

#### **Stop Payments**

You must make any stop-payment order in the manner required by law and we must receive it in time to give us reasonable opportunity to act on it before our stop-payment cut off time. To be effective, your stop-payment order must precisely identify the number, date, amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

### **Telephone Transfers**

A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.

### **Amendments and Termination**

We may change our bylaws and any term of this agreement. Rules governing changes in rates are provided separately. For other changes we will give you reasonable notice in writing or by any other method permitted by law. We may close this account if your membership in the credit union terminates, or by giving reasonable notice to you and tender of the account balance personally or by mail. At our option, we may suspend your rights to member services if you violate the terms of this agreement. You must keep us informed of your current address at all times. Notice from us to any one of you is notice to all of you.

### **Statements**

You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signature or alteration, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items of the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you. You further agree that if you fail to report any unauthorized signature, alterations, forgeries, or any other errors in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60 day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

## **Account Transfer**

This account may not be transferred or assigned without our prior written consent.

## **Direct Deposit**

If, in connections with a direct deposit plan, we deposit any amount in an account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of your liability.

## **Right of Set-Off**

You hereby grant the Credit Union a consensual security interest and a lien on your account(s) and agree that we have the right to set-off against **all or any part of any account balance**, any debt or liability you may owe us. The Credit Union may exercise this right of set-off against any funds deposited to your account, including Social Security, Supplemental Security Income, or other government benefits deposited to your account. However, this consensual security interest may not apply to your account if: (a) it is an IRA or similar tax-deferred account; (b) the debt is created by a consumer credit card transaction under a credit card plan; or (c) your right of withdrawal arises only in a representative capacity.

Our set-off right may be exercised at any time without prior notice o you, unless such notice is required by law. If you Account is a Multiple Party account, and one or more Multiple Party account owners are indebted to the Credit Union in any manner, the Credit Union may use the funds in the Multiple Party account to pay the debt regardless of which owner contributed the funds to the account.

We will not be liable for the dishonor of any check when the dishonor occurs because we exercised our right to set-off. You agree to indemnify and hold us harmless from any and all liability that may result from the exercise of our set-off rights. If you are indebted to the Credit Union at the time of your death, the Credit Union may exercise its right of set-off against your Account notwithstanding any rights that a surviving Multiple Party Account owner, a P.O.D. beneficiary, heir or beneficiary of a trust account may have to the balance of the Account.

## **Payment Order of Items**

The law permits us to pay items (such as checks or drafts) drawn on your account in any order. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. When processing items drawn on your account, our policy is to post the items according to the dollar amount in order from smallest to largest. Our policy will process your smallest items first to minimize the impact of overdraft and NSF fees charged to your account. If an item is presented without sufficient funds in your account to pay it, we may (at our discretion) pay the item (creating on overdraft) or return the item (NSF). The amount of the overdraft and NSF fees are disclosed elsewhere. Making careful records and practicing good account management will help you avoid drawing your account negative and incurring the resulting fees.

## **Stale-Dated Checks**

We are not obligated to, but may at our option; pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

## **Pledges**

Unless we agree otherwise in writing, each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.

## **ACH and Wire Transfers**

This agreement is subject to article 4A of the Uniform Commercial Code, Funds Transfers, as adopted in the state in which you have your account with us. If you originate a funds transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in article 4A-403 (a) of the Uniform Commercial Code. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

## **Facsimile Signatures**

You authorize us, at any time, to charge you for all checks, drafts or other orders, for the payment of money, that are drawn on us regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as the facsimile signature resemble the specimen filed with us, and contain the required number of signatures for this purpose.

Last Revision: 08/2016

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## **Electronic Funds Transfer**

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### **Definitions**

Business days – Our business days are Monday through Friday and Saturday until 12:00 p.m., excluding holidays.

Electronic funds transfer – means any transfer of funds that is initiated through an electronic terminal, telephone, computer, or magnetic tape for the purpose of ordering, instructing, or authorizing a financial institution to debit or credit an account.

### **Your Rights and Responsibilities**

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and responsibilities for transactions listed. You should keep this notice for future reference.

Refer to “Special Member Service” disclosure for fees related to account usage.

### **Transfer Types and Limitations**

#### Preauthorized Credits

You may make arrangements for certain direct deposits to be accepted into your checking or share savings account(s).

Wholesale credit entries may be transmitted through ACH. Credit given by us to you with respect to an ACH credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry. Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH Transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item, and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statement we provide to you.

We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Funds Transfer Act, and your rights and obligations with respect to such payment shall be construed in accordance with and governed by the laws of the State of New York as provided by the operation rules of the National Automated Clearing House Association, which are application to ACH transactions involving your account.

#### Preauthorized Payments

You may make arrangements to pay certain bills from your checking or share savings account(s).

You have the right to stop payment on preauthorized payments. To do so, please contact us three business days in advance to give us sufficient time to stop that payment. Call or write us, the telephone number and address are listed on page one. If you call, we may also require you to put your request in writing. When writing us a request to stop payment, please include the detailed information about the specific payment

needing to be stopped. There will be a fee for each stop payment order that is given to us. If the amount you pay varies, the merchant or service provider is required to inform you of the amount ten days before each payment is deducted from your account or at least give you the option of being notified when the payment will be different, or over a certain amount. If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses and damages.

#### Check Card / Debit Card Access

- ATM Locations – You may access your account(s) using your debit card at ATM locations. Debit cards must be activated before use by calling Prospera Credit Union at (920) 882-4800 or the number enclosed when you receive your card. Once activated, you can use your debit card and your personal identification number (PIN) to:
  1. Make deposits at an ATM to your share savings or checking account
  2. Make cash withdrawals at an ATM from your share savings or checking account
    - a. You may withdraw up to \$1000 cumulative per day using an ATM
    - b. If you do not have sufficient funds in your savings or checking account(s), money may be withdrawn from other accounts that overdraft protection has been set up to
  3. Transfer funds between your share savings and checking account at an ATM
  4. Perform balance inquires on your share or checking account at an ATM

When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used to complete the transfer (and you may be charged a fee for balance inquiry).

- Merchant Locations – You may access your account(s) using your debit card at merchant locations. Debit cards must be activated before use by calling Prospera Credit Union at (920) 882-4800 or the number enclosed when you receive your card. Once activated, you can use your debit card to initiate debit and credit transactions. Debit transactions (i.e. PIN transactions) will immediately clear your account. Credit transactions (i.e. signature transactions) will secure the funds in your account at the time of purchase, and will not release until the merchant clears the transaction or after 3 days, whichever occurs first.

Both debit and credit transactions can be used for Point of Sale transactions to:

1. Purchase goods
2. Pay for services
3. Get cash from a participating financial institution or merchant (if merchant permits)

You may not exceed \$1,000 in transactions per day. Temporary dollar limit increases may be allowed. Contact the credit union in advance at 920-882-4800 if you are planning on making purchases that will exceed this daily limit.

- Limitations on Transactions – You may use the card only if the available balance in your account will be sufficient to pay the amount of the transaction. Transactions may be subject to our authorization and may be refused if sufficient funds are not available. The type, number and dollar amounts of transactions you are allowed to perform may be limited by the credit union. Terminals or terminal operators may have other limits on the amount of withdrawals or types of transactions.
- Ownership – Any card or other device you receive from us remains the property of the credit union and shall be surrendered immediately to us or to any person whom we authorize to act as our agent, upon request.
- Honoring the Card -- The credit union is not liable for the refusal or inability of any ATM to honor the card, to complete a transaction, or for the retention of the card. Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card. If a merchant who honors

the card agrees to give a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

- PIN Security – The PIN issued to you is confidential and should not be disclosed to third parties or recorded on or kept with your card. You are responsible for safe-keeping your PIN and agree not to disclose or otherwise make your PIN available to anyone not authorized to use your account. You agree that anyone who has access to your card and/or PIN may withdraw funds and perform other transactions from any of the accounts associated with your card.

If you believe your Prospera Credit Union Debit Card PIN has been lost or stolen, or that someone has used it or may use it to access your accounts and transfer money without your permission notify us immediately. Telephoning Prospera Credit Union is the best way of preventing a loss. Refer to the Unauthorized Transfer Section.

- Termination – You may terminate this agreement at any time by notifying us in writing and stopping your use of your card and PIN. You must return all cards to the credit union. We may also terminate this agreement at any time by notifying you orally or in writing. We may also program our computer not to accept your card and PIN. Whether you or the credit union terminates this agreement, the termination shall not affect your obligations under this agreement for any electronic transactions made prior to termination.

#### 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:

1. Pay for a purchase
2. Pay bills

#### Online/Audio Account Access

- Online Account Access – You may access your account(s) through the internet at our website, [www.myprospera.com](http://www.myprospera.com). You will need your account numbers(s) and your personal identification number (PIN).
- Telmate – You may access your account(s) by telephone 24 hours a day at (920) 882-4700. You will need your account number(s), your person identification number (PIN) and a touch tone phone.
- You may use either of these services to:
  1. Transfer funds between share savings, checking, money market, or loan
  2. Make a payment from share savings, checking or money market account to a loan account with us
  3. Inquire about account balances and a minimum of 60 days of transaction history of the share savings, checking, money market, certificates, or loan account
  4. Request a check withdrawal be mailed to your address on record. Also, refer to the section, Online Account Access and Telephone Access Service limits on transfers and transactions
  5. Download account balance and transaction history on your savings, checking, money market, certificates, and loan accounts
- Limits on transfers/transactions --Transfers, loan payments and inquiries cannot currently be made within the home banking or Telmate system to your Prospera credit card or investment accounts associated with Prospera Investment Services.

With the exception of the specific transactions listed on page 13 in the “Limitations on Frequency of Transfers” section, there are no limits on the number or value of transactions you may initiate through Online Account Access or Telmate, provided collected funds are available in your account or sufficient credit is available on your line of credit.



You cannot initiate a transfer from Certificates or IRA accounts, or any restricted accounts such as special mortgages or club accounts. Overdraft protection is not automatically triggered to cover "Insufficient Funds" transactions initiated by your transfer. You may initiate transfers from your account to another members account only if you have pre-selected these accounts when enrolled. Prospera Credit Union reserves the right to limit the frequency and dollar amount of transactions at any time for security reasons. Refer to Other Limitations on Frequency of Transfers for more limits.

- System Unavailability -- For Online Access and Telmate, access may be unavailable at certain times for the following reasons:
  1. Scheduled maintenance – there will be periods when systems require maintenance or upgrades
  2. Unscheduled maintenance – service may be unavailable when unforeseen maintenance is necessary
  3. System Outages – major unforeseen events, including, but not limited to:
    - a. Earthquakes
    - b. Fires
    - c. Floods
    - d. Computer failures
    - e. Interruptions in telephone service
    - f. Electrical outages

Prospera Credit Union will make all reasonable efforts to ensure the availability of service. However, Prospera Credit Union is in no way liable for the unavailability of the Online Account Service and Telmate or any consequential damages that may result.

- Online Account Access Limitations of Liability -- You are solely responsible for the selection, installation, maintenance, and operation of your personal computer software. Prospera Credit Union expressly disclaims any and all liability as it relates to the improper use of your personal computer and the transmission of data. Prospera Credit Union is not responsible for any errors or failures due to any malfunction of your personal computer software, or unsuitability of your computer software, any virus, or any problems reflected on your computer screen. Prospera Credit Union reserves the right to add additional services to Prospera Credit Unions Online Account Access in the future. You further agree to abide by any terms or conditions which may be added because of future enhancements to Prospera Credit Union's Online Account Access.
- Electronic Mail Capabilities and Limitations -- Prospera Credit Union's Online Account Access may include secure online mail capabilities allowing you to send and receive electronic mail messages to and from Prospera Credit Union. Prospera Credit Union will not immediately receive and review online messages that you send and will not process any requests for funds transfers received via online mail. Further, Prospera Credit Union may not act upon request for stop payments, requests for replacement PIN's , reports of lost or stolen PIN's or unauthorized transactions (refer to Members Responsibility and Liability for "Unauthorized Transactions" for appropriate action), reports of lost or stolen Prospera Credit Union Debit Cards, MasterCard, Visa Cards, or any other request for which Prospera Credit Union would normally require written notification of your authorizing signature, without first confirming the authenticity of the online mail request/notification via telephone. In some instances, written confirmation reflecting your authorizing signature may still be required. Prospera Credit Union will not take action based on your online mail requests until we actually receive your message and have a reasonable opportunity to act. If you request requires immediate attention, contact us directly by phone or in person.
- Personal Identification Numbers (PIN) -- When your account is opened at Prospera Credit Union, you automatically have access to your account online and through Telmate. You can pick your own custom PIN or see a Relationship Manager for your initial temporary PIN. Your PIN is different for both Online Account Access and Telmate.

If you forget your PIN or your system access is disabled due to the use of an incorrect PIN, you must contact a Prospera Credit Union representative to have a temporary PIN issued to you. We reserve the right to require written re-application for a new/replacement PIN.

Change your PIN immediately through our Telmate service or Online Account Access if you believe that your PIN has been lost or stolen or that someone has used it or may have access to your account and transfer money without your permission. Changing your PIN and telephoning Prospera Credit Union is the best way of keeping losses down. You could lose all the money in your account, plus any available credit on your line(s) of credit. (See Error Resolution Notice) Your PIN is confidential and should not be disclosed to others or recorded on documentation or records located where unauthorized people could find your PIN. You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on your accounts. If you authorize anyone to use your PIN, authority shall continue until you specifically revoke such authorization by changing the PIN or by notifying Prospera Credit Union and obtaining a replacement PIN. You understand that if you reveal your PIN to anyone, you have authorized that individual to transfer and withdraw funds from any of your accounts which can be accessed by PIN regardless of whether that person is authorized to transfer or withdraw funds from that account by any means other than by use of the service to which the PIN applies. You are responsible for all transfers you initiate and authorize using the electronic service(s). If you permit other persons to use the electronic service(s) and your PIN, you are responsible for any transactions they authorize from any of your accounts.

If you fail to maintain security of your PIN and Prospera Credit Union suffers a loss, we reserve the right to terminate the electronic service to you to which the PIN applies to you under this agreement and disclosure, as well as to terminate other Prospera Credit Union deposits and loan services. User of the applicable service should utilize such other PIN protection precautions as may be appropriate under any particular set of circumstances to ensure proper security over system access and access to account and transaction information and funds transfer capabilities. The electronic service of Telmate and Online Account Access provides the capability for you to change your PIN. To help safeguard your security, you should change your PIN frequently.

### **Limitations on Frequency of Transfers**

In addition to limitations previously mentioned related to specific transfer types, the following limitation applies:

During any calendar month, you may not make more than six withdrawals or transfers from a savings or money market account to another credit union account or sub-account of yours or to a third party if the withdrawal or transfer is preauthorized, automatic, or initiated by computer transfer or telephone order or instruction. If you exceed the transfer limitations set forth above in any calendar month, your account will be subject to closure by the credit union.

### **Documentation**

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 (ATM) or point of sale terminal.

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 Telmate at (920) 882-4700 or go online to [www.myprospera.com](http://www.myprospera.com) and log into your account to find out whether or not the deposit has been made.

Periodic statement – You will get a monthly account statement from us if you have any ACH, ATM, audio, online or checking account activity. In any case you will get a quarterly statement.

## **Financial Institutions 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. Exceptions to this clause that we will not be liable for are:

1. If, through no fault of ours, you do not have enough money in your accounts to make the transfer
2. If you have an overdraft line and the transfer would go over the credit limit
3. If the automated teller machine where you are making a transfer does not have enough cash
4. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer
5. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken
6. There may be other exceptions stated in our agreements with you

In addition Prospera Credit Union will also not have liability whatsoever for failure to complete a payment of transfer you initiate or attempt to initiate through an electronic service (such as Telephone Access Service or Online Account Access) under any one of the following circumstances:

1. If you did not properly follow the Service instructions on how to make the transfer
2. If you did not give Prospera Credit Union complete, correct and current instructions
3. If your telephone, personal computer and/or software malfunctioned for any reason
4. If the transfer could not be completed due to system unavailability
5. We blocked the transfer to protect the integrity or security of the system

## **Confidentiality**

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

1. Where it is necessary for completing a transfer
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant
3. In order to comply with government agency or court orders
4. If you give us written permission

## **Unauthorized Transfers**

It is the member's liability and responsibility to inform us immediately if you believe your card and/or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. For Online Account Access and Telmate services, changing your PIN using these services and telephoning Prospera Credit Union is the best way of keeping your losses to a minimum. If you do give notice within two business days after learning of the loss or theft of a lost or stolen card and/or PIN you will be liable for the lesser of:

1. \$50, or
2. The amount of any money, property, or service obtained by unauthorized use of the card and/or PIN before you gave us notice

If you fail to notify us within two business days after learning of the loss or theft then the maximum liability is the sum of:

1. \$50 or the amount of any unauthorized transfers that occur within two business days after the consumer learns of the loss or theft of the debit card or PIN, whichever is less
2. The amount of unauthorized transfers that occur after the close of the two business days which would not have occurred if the consumer had notified the credit union within the two day period  
Sum is not to exceed \$500

If your statement show transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you then the maximum liability is the sum of:

1. The lesser of \$50 or the amount of any unauthorized transfers reflected on the periodic statement or occurring during the 60 day period after the statements transmittal
2. The amount of any unauthorized transfers that
  - a. Occur after the 60 day period but before the member notifies the credit union
  - b. The credit union establishes that the transfer would not have occurred if the member would have notified the credit union within that time

If a good reason, such as a long trip or hospital stay, kept you from notifying us, we will extend the time period. Additional Limit on Liability for Prospera Credit Union's debit cards are as stated. Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Prospera Credit Union debit card. The additional limit on liability does not apply to ATM transactions and transactions that involve PIN usage which are not processed by MasterCard. Business debit card liability is the same as Personal debit card liability as just stated.

Prospera Credit Union will give provisional credit to disputed transactions that were processed through MasterCard. If it is determined that these transactions were in fact the account owners the provisional credit will be taken back without notice.

### **Error Resolution Notice**

In case of errors or questions about your electronic transfers, call or write us at the information provided at the top of the first page of this disclosure. If you feel that 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 error appeared. To begin an error resolution we will need your: Name, account number and description of the transaction in question including the dollar amount. 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 (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, we may take up to 45 days (90 days if the transfer include a new account, point of sale or foreign transaction) to investigate your complaint and questions. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it take 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.

An account is considered a new account for the first 30 days after the first deposit is made, unless you already had an established account with us before the account in question was opened. 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.

Last Revision: 08/2016

# FACTS: WHAT DOES PROSPERA CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

<b>Why?</b>	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.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>▪ Social Security number and income</li> <li>▪ Account balances and payment history</li> <li>▪ Credit history and credit score</li> </ul> <p>When you are <i>no longer</i> our member, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons Prospera Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Prospera Credit Union 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	Yes
<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

**QUESTIONS:** Call (920) 882-4800 or go to [www.myprospera.com](http://www.myprospera.com)

Who we are	
Who is providing this notice?	This notice is being provided by Prospera Credit Union, Appleton, WI.
What we do	
How does Prospera 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 Prospera Credit Union collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>■ Open an account or deposit money</li> <li>■ Pay your bills or apply for a loan</li> <li>■ Use your credit or debit card</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>■ Sharing for affiliates' everyday business purposes— information about your creditworthiness</li> <li>■ Affiliates from using your information to market to you</li> <li>■ Sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Prospera Credit Union does not share with our affiliates</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Prospera Credit Union does not share with nonaffiliates so they can market to you</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>■ <i>Our joint marketing partners include insurance product providers, financial planning companies, and our credit and debit card</i></li> </ul>
Other important information	
Reviewed 09/2014	