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# ***DISCLOSURES***

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# TERMS AND CONDITIONS

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## Agreement

These Disclosures, along with any 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 information carefully and retain it for future reference. If you sign a signature card, membership agreement, or open or continue to use the account, you agree to these Disclosures. In these Disclosures, the words "you", "your", and "yours" mean anyone who signs a Membership Agreement or opens or continues to use an account and the words "we", "our", and "us" mean ROYAL CREDIT UNION, a Wisconsin chartered credit union ("ROYAL"). Unless otherwise specified, in these Disclosures the word "account" means any one or more share or deposit accounts you have with Royal.

## Amendments

Except as prohibited by applicable law, we may change, add to, or otherwise amend the terms of these Disclosures at any time. If required by law, we will provide you with advanced notice of such amendments. In all other cases, we will provide you with notice as we deem appropriate under the circumstances. You agree that we may provide notice of amendments electronically if you have agreed to receive other communications and information from us electronically. If we have notified you of a change in any term of your account and your account remains open after the effective date of the change, you will be deemed to have agreed to the amended term(s). Notice from us to any one of you is notice to all of you.

## Arbitration Agreement, Class Action Waiver, and Jury Trial Waiver

Please note that these Disclosures contain a binding Arbitration Agreement, Class Action Waiver, and Jury Trial Waiver provision which affects your rights with respect to any claims or disputes by or against Royal. Please closely review the Arbitration Agreement, Class Action Waiver, and Jury Trial Waiver section of these Disclosures. You may opt out by following the specified process.

## Credit Reports

You agree that we may pull a credit report to open an account, if you request a loan or loan increase, or by continuing to use your account. You understand and agree we have the ability at any time to check your credit report and verify your employment in relation to any update, increase, renewal, extension, or collection on your account(s) or loan(s). You authorize us to use any credit reports obtained to market or offer additional products or services to you and you specifically intend for your authorization to apply to current and future credit inquiries. You understand and agree that your authorization will remain in effect until you provide written notice of your revocation to us. Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We may report information about your loans or accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

## Consent to Contact

You agree that we may contact you using your contact information listed in our records, including your email address(es) and telephone number(s). By providing phone number(s) to Royal (including any wireless, mobile, or VOIP number), you expressly consent to receive autodialed or prerecorded calls and text messages from Royal or any affiliates or agents performing services on our behalf. You consent to receive calls or text messages: (i) to notify you in regards to any of your accounts; (ii) to provide you with credit or debit card transaction alerts; (iii) to collect a debt or other obligation; or (iv) as otherwise necessary to service your accounts, loans, or products.

## Consent to Monitoring and Recording

You provide your express consent to our monitoring and recording of our conversations and other communications with you. Your consent applies to our monitoring and recording of telephone conversations, electronic messages, electronic records, or other data transmissions between you and us regarding your account or other products or services offered by us. Your consent applies regardless of whether you or we initiated the contact. Unless required by applicable law, you agree we can rely on your consent to monitor and record our communications provided herein and we are not obligated to notify you each time prior to our recording. We monitor and record conversations and communications for quality control, fraud prevention, and training purposes.

## Inactive Accounts and Unclaimed Property

We have rules regarding inactive accounts and we may charge a fee, disclosed elsewhere, for inactive accounts. Additionally, the law establishes procedures under which unclaimed property must be surrendered to the state. Generally, the funds in your accounts are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

## Nonmember Check Cashing

If you issue a check drawn on your checking account and a nonmember of Royal seeks to cash the check, you agree that we may require the nonmember to provide appropriate physical and/or documentary identification as a condition of cashing the check. You also agree that we may refuse to cash a check, even if it is properly payable and proper identification is provided, and such refusal shall not constitute wrongful dishonor of your check. Further, you agree we have the right to charge the nonmember, as a condition of cashing the check, a nonmember check cashing fee. You understand and agree that a nonmember seeking to cash a check drawn on your account retains the ability to deposit the check with their own financial institution which would result in your check being presented to us through normal check processing channels.

# ATM/DEBIT CARD DISCLOSURE

**Use of your Card and/or Personal Identification Number (PIN) are governed by the Electronic Funds Transfer Act (EFT). The following terms and conditions also apply.**

You may use your ATM Card and PIN to:

1. Obtain balance information on your savings account at an automatic teller machine (ATM).
2. Withdraw cash from your savings account at an ATM.
3. Make deposits to your savings account at a PULSE or CO-OP Network ATM.

You may use your ATM/Debit Card and PIN to:

1. Obtain balance information on your checking and savings account at an automatic teller machine (ATM).
2. Withdraw cash from your checking or savings account at an ATM.
3. Make deposits to your checking or savings account at a PULSE or CO-OP Network ATM.
4. Transfer funds between your linked checking and savings account at an ATM.
5. Obtain cash advances if you have a Kwik Cash line of credit available when your checking account is overdrawn. Cash advances will be deposited in increments of \$100 into the checking account that is affected.
6. Pay for purchases from your one designated checking account at merchants that have agreed to accept the card and may request the PIN (POS transactions).

You may use your Debit Card without your PIN to:

1. Pay for purchases from your checking account at places that display the Visa logo or have agreed to accept the Debit Card.
2. Obtain a cash advance from your checking account at a financial institution that displays the Visa logo.
3. Fund recurring preauthorized payments. Your Visa debit card also allows you to conduct transactions on the PULSE debit network, which will generally require you to enter your PIN. Some merchants are authorized to accept non-Visa debit transactions without requiring you to enter your PIN. If you choose to sign to authorize a debit transaction, the transaction will be routed as a Visa transaction. Provisions of your cardholder agreement that specifically relate to Visa transactions are inapplicable to non-Visa debit transactions.

Some of these services may not be available at all terminals. The time required to charge or credit your account after you use your card will depend on the location of the terminal and the type of transaction. Any transaction or cash advances may be subject to authorization by Royal Credit Union (Royal) or by a Visa authorization center.

Each time your card is properly used, you authorize Royal to debit or credit (whichever is appropriate) your account for the total amount shown on any sales draft, receipt, or credit voucher originated by use of the card whether or not it is signed by you. Royal is permitted to handle such sales drafts, orders, and vouchers in the same way it handles authorized checks drawn on your account.

If you give your card number to a merchant to have on file, or for a recurring payment, we may send account updates to that merchant. This includes, but is not limited to: new expiration dates and new account/card numbers. If you wish to not have us send updates, you may request us to not do so. Telephoning is the best way of doing this. Call us at 715-833-8111 or 1-800-341-9911. If you cannot notify us by phone, you may notify Royal in person, or by writing us at:

**Debit Card Department**  
**Royal Credit Union**  
**PO Box 970**  
**Eau Claire, WI 54702-0970**

## Deposits Made Through an ATM:

Royal's policy is to make available immediately up to \$225 of your total funds deposited daily through a terminal. The remaining funds will become available in compliance with regulatory requirements. The balance of your deposited funds generally will be available the beginning of the second business day following the day of deposit.

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 for any reason.

For determining the availability of your deposits made through a terminal, every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit through a terminal before 2:30 pm on a business day that we are open, we will consider that day to be the day of your deposit. If you make a deposit through a terminal after 2:30 pm or on a day we are not open, we consider that the deposit was made on the next business day we are open.

## Longer Delays May Apply:

Funds you deposit by check may be delayed for a longer period under the following circumstances:

1. We believe a check you deposit will not be paid;
2. You redeposit a check that has been returned unpaid;
3. You have overdrawn on your account repeatedly in the last six months;
4. There is an emergency, such as failure of communications or computer equipment;
5. You're a new member and your account has been open less than 30 days; or
6. You deposit checks totaling more than \$5,525 on any one day.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. The funds will generally be available no later than nine (9) business days after the day of your deposit.

All checks that Royal has authorized through a terminal for deposit or payment are credited subject to collection, and the credit will be reversed if the check is not paid. All cash deposits are received subject to verification by Royal. If the reversal to a deposit overdraws the account, Royal may charge all or part of the deficiency to any other account at Royal of any Member authorized to use the card, and the Member shall pay to Royal any deficiency that cannot be paid out of such accounts.

## 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. You understand and agree that the ATM operator or network may charge you multiple fees for multiple transactions (for example, a fee for a balance inquiry and a fee for a withdrawal) during the same ATM session. **(See "Service Fees" Disclosure)**

## Foreign Transactions:

If your card is used to initiate a cross border transaction or to purchase goods or services from a foreign merchant (an "international transaction"), the transaction amount may be converted to US dollars using the exchange rate selected by Visa or Mastercard/Cirrus from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa or Mastercard/Cirrus itself receives, or the government-mandated rate in effect for the applicable central processing date. The date of the conversion may differ from the transaction date and the posting date identified in the monthly statement for your account. An international transaction is any transaction that you complete or a merchant completes on your card outside of the United States, and includes internet transactions made in the United States but with a merchant who processes the transaction in a foreign country. All international transactions are charged up to two percent (2%) for the Visa International Service Assessment Fee or Mastercard Cross Border fee. See "Service Fees" Disclosure for specific fee information.

## Limitation on Use of Card:

1. You must maintain a Checking Account at Royal to be eligible for a Debit Card.
2. You may not:
  - A) Request any transaction at a terminal if you know or are informed at the terminal or by a clerk that a terminal is malfunctioning or not operating.
  - B) Attempt any transaction at an ATM or POS terminal without the use of your Card and correct PIN.
  - C) Attempt to initiate any transaction in connection with an account that has been closed by you or Royal that is subject to legal process or other encumbrance.
  - D) Request a withdrawal or transfer of funds from an account:
    - 1) If the withdrawal or transfer would overdraw the account or if the withdrawal would exceed any line of credit or other funds available to your account;
    - 2) In an amount in excess of any dollar limitations imposed by the terminal owner.
  - E) Deposit funds to an account at a PULSE or CO-OP Network ATM:
    - 1) By means of anything other than transfer from another account, U.S. currency, or a completed negotiable instrument payable in U.S. dollars dated within six months prior to the date attempted deposit, drawn by, or properly endorsed by you and does not violate any restrictions on the instrument;
    - 2) In a combined deposit amount greater than \$10,000 or in an amount in excess of any dollar limitations imposed by the terminal owner, whichever is less.
  - F) Use your card for illegal transactions. Royal will terminate or withdraw any product or service if we become aware that you used it in an illegal manner or for an illegal transaction. You agree to hold harmless and indemnify Royal and reimburse Royal for losses incurred as a result of using the card for any illegal transactions.
3. Cash refunds will not be made to you on purchases made with your Debit Card. If a merchant who honors your Debit Card gives you credit for merchandise returns or adjustments, the merchant will do so by applying a credit to your account and giving you a credit slip. Any claim or defense with respect to property or services purchased with your Debit Card must be handled by you directly with the merchant or other business establishment that accepts the Debit Card, and any such claim or defense that you assert will not relieve you of your obligation to pay the total amount of the sales draft plus any appropriate fees we may be authorized to make.
4. If any of your Royal accounts become overdrawn or past due, Royal may restrict your use of the card. If this action becomes permanent, you will be notified within 30 days. Neither Royal nor the terminal owner is liable to you if the transaction is not completed and you have violated any of these rules.
5. Right to Stop Payment: You may stop payment of a preauthorized recurring electronic fund transfer authorized with your Debit Card. To place a stop payment, call Royal's Member Service Department at 715-833-8111 or 1-800-341-9911; or write us at PO Box 970, Eau Claire, Wisconsin, 54702-0970 in time for us to receive your request three 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 within 14 days after your call. One-time only electronic fund transfers are not eligible for stop payment.

## Limitations on Royal's Responsibilities:

The terminals, the PULSE or CO-OP Network, and any other system containing terminals at which the card may be used are available for your convenience and except to the extent provided in Section 910 of the Electronic Funds Transfer Act, Royal is not liable for the unavailability for failure to operate of all or any part of any system. Except for its own negligence, Royal is not liable for any personal injury or tangible property damage suffered or incurred by you through use or attempted use of the card at any terminal. Royal is not responsible for the refusal of any merchant or terminal to honor the card.

The card and PIN are provided solely for your use and convenience. If you furnish your card or PIN to another person, you shall be deemed to have authorized all transactions that may be accomplished using the card or PIN until you have given actual notice to Royal that further transactions are unauthorized. You shall be obligated to pay Royal the amount of any money, property, or services obtained by the authorized use of the card or PIN to the extent that Royal is unable to charge such amounts to the account, and you hereby authorize Royal to charge the amount of any such obligation to any other of your accounts at Royal. You understand that Royal does not encourage the use of your card and/or PIN by people who are not joint on your account. If you allow another person to use your card and/or PIN but do not tell us, Royal will treat all transactions made by that person as if the transactions were made by an authorized user. It is your responsibility to control or terminate the use of your Card and/or PIN by such persons, and you will remain liable for any and all use

## ATM/DEBIT CARD DISCLOSURE (CONT.)

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by such persons. The card remains the property of Royal and shall be surrendered upon request. Royal may terminate your privilege of using of the Card and may withhold approval of any transaction at any time. Termination of privileges shall not affect your rights and obligations for transactions made with the card before your privileges were terminated.

You shall at all times:

1. Safely keep Card and PIN and not permit anyone else to use them;
2. Not record the PIN on or near the card or otherwise disclose or make it available to anyone else;
3. Use the card, PIN, and terminals only as instructed and only for purposes authorized by Royal;
4. **Immediately** report to Royal any loss, theft, disappearance, or known or suspected unauthorized use of the card or any disclosure of the PIN. Immediate notification will limit your liability for unauthorized use as provided for in Royal's Electronic Funds Transfer Act Disclosure. Telephoning us is the best way of doing this. Call us at 715-833-8111 or 1-800-341-9911. If you cannot notify us by phone, you may notify Royal in person, email [member\\_services@rcu.org](mailto:member_services@rcu.org), or by writing us at:

Debit Card Department  
Royal Credit Union  
PO Box 970  
Eau Claire, WI 54702-0970

### Agreement with Rules

**Your retention of, signature on, or use of the card constitutes your agreement to comply with these rules as amended from time to time. This agreement and your use of the card will be governed by the laws of the State of Wisconsin.**

### Liability for Unauthorized Use:

If you keep your Personal Identification Number (PIN) on, with, or near your card, or in a location accessible to others, you will be liable for any unauthorized use of the card and/or PIN up to the maximum amount allowed by law.

# CHECKING ACCOUNT DISCLOSURE

## TERMS AND CONDITIONS REGARDING YOUR CHECKING ACCOUNT

### SMART CHECKING

1. No monthly service fee.
2. No per item fee.

### SMART CHECKING PLUS

1. \$700 minimum balance.
2. No per item fee.
3. Monthly fee\* if balance falls below \$700 at any time during the month.

### SMART START CHECKING

1. No monthly service fee.
2. No per item fee.

### HEALTH SAVINGS ACCOUNT (HSA) CHECKING

1. Dividends are calculated daily, compounded and paid monthly. The dividend rate is effective at the beginning of each month.

#### Balancing your Checking Account:

1. If you are not familiar with balancing Checking Accounts, a Royal Financial Service Representative will show you how to balance your accounts at no charge to you; or
2. If you should have problems balancing your Checking Account, Royal will balance it for you. You must furnish Royal with a balanced statement from within the last three statement periods. Use the form provided by Royal for balancing and use the completed form to show us you actually did have the account in balance.

\*See "Service Fees" Disclosure

#### Post-dated checks:

Under no circumstances will Royal be liable for the payment or nonpayment of a post-dated check.

#### Statements:

While you have a Checking Account with Royal, statements will be mailed to you on a monthly basis unless you choose electronic statements.

#### Cost of printing checks:

Check the "Service Fees" Disclosure for current prices.

#### Inactive accounts:

Though a Member must maintain a minimum of \$5 in their savings account to be a Member in good standing, we will assess a monthly fee to Members age 18+ with a checking account of \$25 or less, inactive for six months or more, and with no other active services on that account. See "Service Fees" Disclosure for current fees.

Please note that if your Checking Account has a ZERO balance and no activity for SIX months, Royal will automatically close the account.

#### Overdrafts and Overdraft Services

An overdraft occurs when you do not have enough money in your account to cover a transaction based on your available balance. **Available Balance is funds in the account that have not been authorized for another transaction previously. Your available balance can decrease due to debit card transactions, ACH items, checks, or any other transaction authorized, but not yet cleared.**

Your account has two kinds of balances: the current balance and the available balance. We use the available balance to determine whether a transaction will overdraw your account, be returned, or be declined and for determining when an overdraft fee or NSF fee will be imposed. Your current balance reflects transactions that have been posted to your account but not transactions that have been authorized and are pending. Your available balance represents your current balance minus any holds on your account, such as debit card transactions that have been authorized but are pending final settlement or holds for checks you have deposited. You are responsible for ensuring your available balance is sufficient to cover all of your transactions. You can review your current and available balances when you review your account online, at an ATM, by phone, by mobile app, or at a branch.

We may determine the amount of available funds in your account for the purpose of deciding whether to pay an overdraft or return a transaction at any time between the time we receive the transaction and when we pay or return the transaction. We need only make one determination, but if we choose to make a subsequent determination, the available balance at the subsequent time will determine whether there are sufficient available funds. This is important as certain transactions, including signature debit card transactions, may be authorized for payment (via an authorization hold); however, those transactions may still result in an overdraft if the transaction exceeds the account's available balance when the transaction posts to the account. The fact that an authorization hold was placed on your available balance does not mean the funds are set aside and made available to pay the specific transaction authorized. Rather, the hold is simply a reduction in your available balance based on the fact that we have authorized a transaction and, thus, are obligated to pay the transaction when posted.

Royal may cover your overdrafts in the following ways:

1. **Overdraft Protection** is a share account and/or a Kwik Cash line of credit loan that you have elected to link to your checking account to have those available funds automatically transferred in the event of an overdraft in the checking account. These are elected to occur in the order you have directed to Royal.

**Share Accounts:** Transfers will be made in increments of \$100 into the checking account in an attempt to cover the overdraft. Transfers will be made until the Share Account(s) have no available funds remaining or the overdraft is paid. Remember, a balance of \$5 is required in the Primary Savings Account in order to keep your account open. The required \$5 minimum balance in the Primary Savings Account cannot be used to pay checks, Debit Card transactions, withdrawals from an ATM, or any other preauthorized debit. Contact Royal to link a share account(s) to your checking account. In compliance with Regulation D of the Federal Reserve Board, you are limited to six transactions per month from each of your savings or Money Market accounts without your physical presence

at a branch or ATM. This includes but is not limited to transactions by means of online banking/business online banking, CompuTeller, check, preauthorized payments to a third party, telephoning Member Service, or by automatic transfer due to insufficient funds. If you exceed these limitations; any attempted Regulation D transaction after the sixth will be rejected and your account can be closed.

**Kwik Cash Line of Credit Loans:** Transfers will be made in increments of \$100 into the checking account in an attempt to cover the overdraft. Transfers will be made until the Kwik Cash Line of Credit has no remaining limit or the overdraft is paid. Advances from Kwik Cash to cover overdrafts may not be made if any loan made by Royal to the account holder is past due. Contact Royal to apply for a Kwik Cash line of credit loan in order to link to your checking account.

**2. Courtesy Pay** is a service qualified checking accounts are automatically enrolled in subject to the following limitations. The account must be open for 45 days before it will be considered eligible to qualify for a limit. Health Savings (HSA) Checking, Money Market, IOLTA and IBRETA accounts are excluded from Courtesy Pay. Courtesy Pay may cover transactions that exceed the checking account's available balance, up to an approved limit based on pre-determined account and Member qualifications. The account's Courtesy Pay limit may change at any time and the account can be removed from the Courtesy Pay program at any time without notice to you. A fee will be deducted for each check or preauthorized debit transaction that is cleared due to Courtesy Pay. Royal is not obligated to pay any transactions that exceed the account's available balance at any time. With this service, Royal would authorize and pay transactions that exceed the account's available balance resulting in an overdraft. Royal will pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be declined and/or your account will result in a negative balance. This service does not cover debit card transactions. There are limits to the coverage and there are fees associated with the usage of this service. Please refer to the "Service Fees" Disclosure for more information. You can opt out of this service anytime by contacting Royal\*. Refer to Royal's Service Fees Disclosure for specific fee information. There is no limit per day/per transaction on the total of fees we can charge for overdrawing your account.

**3. Debit Card Coverage** is a service that you can choose to opt in for by contacting Royal\*. Royal will pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be declined and/or your account will result in a negative balance. Even after opting into this service you may opt out anytime by contacting Royal\*. Refer to Royal's Service Fees Disclosure for specific fee information. There is no limit per day/per transaction on the total of fees we can charge for overdrawing your account.

\*Contact Royal's Member Service Center at 800-341-9911, visit any Royal office, or for Debit Card Coverage utilize online banking under Self Service>Debit Card Coverage.

If sufficient available funds are still not available, the check, Debit Card transaction, or preauthorized debit will be returned non-sufficient funds (NSF). An NSF fee will be deducted from your account for each occurrence where a check, Debit Card transaction, or preauthorized debit is returned NSF. \* Please refer to the Non-Sufficient Funds Fee paragraph below for additional information on the potential for multiple NSF fees as a result of a transaction being returned multiple times. ACH debits are cleared or returned the same day they attempt to post to the account. Royal may close a Checking Account if that Checking Account is charged with an excessive number of NSF's. Royal cannot honor any check, Debit Card, or preauthorized debit on an account that has been closed.

#### Non-Sufficient Funds ("NSF") Fee

You agree that we may charge a Non-Sufficient Funds (NSF) fee for returning or rejecting transactions presented against your account that would exceed the available balance in your account. You further agree that we may charge an NSF fee each time a transaction is presented or submitted for payment even if the same transaction is presented for payment multiple times. For example, if you wrote a check to a merchant (or other individual or entity) who submitted the check to us for payment and we returned the check (resulting in an NSF fee), the merchant may re-present the check for payment again (or may convert the check into an ACH debit and submit the transaction for payment). If the second and any subsequent presentations or submissions are returned unpaid, we may charge a fee for each time we return the transaction. You understand this means you could be charged multiple fees for one check that you wrote as that check could be presented (including as an ACH debit) and returned more than once. Similarly, if you authorize a merchant (or other individual or entity) to electronically debit your account, such as an ACH debit, you understand there could be multiple submissions of the electronic request which could result in multiple fees. You agree that Royal does not determine whether and when a transaction will be presented for payment. Rather, Royal determines whether or not the available balance is sufficient to pay a presented or submitted transaction. See "Service Fees" Disclosure for specific fee information.

#### KWIK CASH PAYMENT METHOD OPTIONS

If and when you use the overdraft protection with your Kwik Cash Loan, you may choose to make the payments by one of the following methods:

1. **Transfer From Checking or Savings:** The monthly payment will be made by transferring money from your Checking or Savings Account to your Kwik Cash Loan.
2. **Payroll Payment:** The monthly payment will be made on your Kwik Cash Loan by Payroll Deduction. A Payroll Deduction card must be completed and signed.
3. **Over the Counter Payment:** The monthly payment will be made on your Kwik Cash Loan over-the-counter by you and by the due date set up for the loan at the time you use the service.



# ELECTRONIC FUNDS TRANSFER ACT DISCLOSURE - FOR CONSUMER ACCOUNTS ONLY

To our non-business Members who have or may authorize Electronic Fund Transfers (EFTs):

The Electronic Fund Transfer Act and Regulations require that we disclose pertinent information to you about EFT's to or from your account. By EFT's we mean preauthorized transactions to and from your account with us or by means of your Debit Card, ATM Card, Bill Pay/Business Bill Pay, ACH, Electronic Check Conversion, CompuTeller, or online banking/business online banking.

If an EFT overdraws your account, you will be notified and will agree to make immediate payment to Royal of the amount of any such overdrafts together with any service fees Royal may impose. Also, whenever your account is overdrawn, we have the right to return, unpaid, any checks or other orders on your account that are presented to Royal and to assess a service fee each time for making such returns. If your account has a Kwik Cash Loan associated with it, the terms and conditions contained in your Kwik Cash Loan Agreement (or other applicable agreement) will control, with respect to overdrafts of your account regardless of whether they result from purchases, cash withdrawals, use of checks, or any EFT.

These rules constitute an addition to all other agreements and regulations of Royal governing accounts, which are accessible by EFT's or indebtedness on which payments may be made by use of EFT's. Any account directly or indirectly accessible with a PIN (Personal Identification Number) or card will remain subject to the fees provided for in the separate agreement or regulations covering that account. Royal reserves the right to change the terms and conditions at a future date after giving you 21 days notice of such change.

These rules may be amended by Royal at any time, and, subject to compliance with any applicable requirement of law concerning notice, such amendment shall be effective upon mailing or emailing by Royal of a copy of such amendment to Member at the address to which Member's statements are sent.

## I. DISCLOSURES APPLICABLE TO ALL TYPES OF EFT SERVICES

**A. Business Day Disclosure:** Royal's business days are Monday through Friday. Holidays are not included.

**B. Periodic Statements:** You will get a monthly statement unless there are no transactions in a particular month. In any case you will get a statement at least quarterly.

**C. Account Information Disclosure:** We will disclose information to third parties about your account or the transfers you make:

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

**D. Liability for Failure to Make Transfers:** 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:

1. If, through no fault of ours, the available balance in your account is insufficient to make the transfer;
2. If your funds are subject to legal process or other encumbrance restricting such transfers;
3. If the transfer would go over the credit limit on your Visa or Kwik Cash line of credit;
4. If the system was not working properly and you knew about the breakdown when you started the transfer;
5. If the transfer would be restricted by applicable law or regulation;
6. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken. There may be other exceptions stated in our agreement with you.

**E. Multiple Party Accounts:** Each Member, who is a party to an account that is a joint account, hereby appoints each other Member, who is a party to such account, as Member's attorney with power to appoint one or more agents with power to use the PIN or card or make transfers to or from such account. Each Member shall indemnify Royal for any tax it may be required to pay under state statutes by reason of withdrawals or payments from the account, after the death of a Member, to any person, or to the survivor in the case of a joint account.

**F. If You Furnish Your Card, Password, or PIN to Another Person:** You shall be deemed to have authorized all transactions, which may be accomplished using the card, password or PIN until you have given actual written notice to Royal that further transactions are unauthorized. You shall be obligated to pay Royal the amount of any money, property, or services obtained by the authorized use of the card, password, or PIN to the extent that Royal is unable to fee such amounts to the account; and you hereby authorize Royal to fee the amount of any such obligation to any other of your accounts at Royal.

**G. Error Resolution Procedures:** In case of errors or questions about your EFT: Telephone Royal at 715-833-8111 or 1-800-341-9911; or write us at, PO Box 970, Eau Claire, Wisconsin, 54702-0970; or email [member\\_services@rcu.org](mailto:member_services@rcu.org) 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 calendar days after you receive the FIRST statement on which the problem or error appeared.

1. Tell us your name, account number, and confirmation number (if any).
2. 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.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we require that you send us your concern or question in writing within 10 business days.

We will tell you the results of our investigation 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 concern or question. If we decide to do this, we will provisionally 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. When we ask you to put your concern or question in writing and we do not receive it within 10 business days, we may not recredit 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 this is in error.

If we decide there was no error, we will send you a written explanation within three business days after we finish our investigation and reverse any provisional credit we may have issued. You may ask for copies of the documents we used in our investigation.

## II. PREAUTHORIZED EFT'S:

**A. Documentation of Transfers:** 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 CompuTeller at 715-833-8168 or 1-800-762-6280, or log on to online banking or business online banking at [rcu.org](http://rcu.org) to find out if the deposit has been made. You may also call Royal's Member Service Department at 715-833-8111 or 1-800-341-9911. If you pay for something with a check, you may authorize your check to be converted to an electronic fund transfer. You may also authorize merchants to electronically debit your account for returned check fees.

**B. Internal Transfers:** If you have authorized Royal to transfer funds from a share to a loan that is for the exact payment amount and is scheduled to pay on the exact due date and funds are not available, Royal will retry the transfer for up to 10 days after the due date. If the payment is not satisfied at that time, it will be your responsibility to complete the missed transfer. Subsequent transfers will not occur until the loan has been brought current. (Payment Sequence Balance Transfer)

If you have authorized Royal to transfer a specified amount of funds from a share account to a loan or share account on a specific day and funds are not available, it will be your responsibility to complete the missed transfer. Subsequent transfers will continue as scheduled. (Scheduled Transfers)

**C. External Transfers:** For outgoing transfers, funds must be in your Royal account by 6:00 a.m. one business day prior to the Direct Payment date. If the Direct Payment date falls on a weekend or holiday, the transfer will be posted 1-2 business days later.

**D. Right to Stop Payment:** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. To place a stop payment, call Royal's Member Service Department at 715-833-8111 or 1-800-341-9911; or write us at PO Box 970, Eau Claire, Wisconsin, 54702-0970 in time for us to receive your request three 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. 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 or damages. You are not permitted to stop payment on any purchase, withdrawal, payment or transfer originated by use of the Debit Card, ATM Card, Bill Pay/Business Bill Pay, CompuTeller, or online banking/business online banking, and Royal has no obligation to honor any such stop payment request by you. You may, however, stop payment of a preauthorized recurring electronic fund transfer made with your credit card or Debit Card.

**E. Notice of Varying Amounts:** If these payments may vary in amount, the person you are going to pay should 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 your payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits you set.

**F. Limitations on Frequency of Transfers:** In compliance with Regulation D of the Federal Reserve Board, you are limited to six transactions per month from each of your savings or Money Market accounts without your physical presence at a branch or ATM. This includes but is not limited to transactions by means of online, CompuTeller, check, preauthorized payments to a third party, telephoning Member Service, or by automatic transfer due to insufficient funds.

**G. Fees that apply to Preauthorized EFT's are detailed in the "Service Fees" Disclosure.**

**H. Liability Disclosure:** If your monthly statement shows transfers that you did not make and you do not contact us within 60 days after the statement was provided to you, you may not get back any money lost after that time if your contacting us would have prevented those losses. If extenuating circumstances (such as extended travel or hospitalization) prevent your contacting us, the time period may be extended.

**I. Telephone Number and Address:** If you believe that an unauthorized transfer from your account has occurred or may occur, call Royal at 715-833-8111 or 1-800-341-9911, write Royal at PO Box 970, Eau Claire, Wisconsin 54702-0970, or email [member\\_services@rcu.org](mailto:member_services@rcu.org).

## III. ATM / DEBIT CARD

### A. Account Access:

You may use your ATM/Debit Card and PIN to:

1. Obtain balance information on your savings account at an automatic teller machine (ATM).
2. Withdraw cash from your savings account at an ATM.
3. Make deposits to your savings account at a PULSE or CO-OP Network ATM.
4. Obtain balance information on your checking and savings accounts at an Automated Teller Machine (ATM).
5. Withdraw cash from your checking or savings account at an ATM.



# ELECTRONIC FUNDS TRANSFER ACT DISCLOSURE - FOR CONSUMER ACCOUNTS ONLY (CONT)

6. Make deposits to your checking or savings account at a PULSE or CO-OP Network ATM.
7. Transfer funds between your linked checking and savings account at an ATM.
8. Obtain cash advances if you have a Kwik Cash line of credit available when your checking account is overdrawn. Cash advances will be deposited in increments of \$100 into the checking account that is affected.
9. Pay for purchases from your one designated checking account at merchants that have agreed to accept the card and PIN. (POS Transactions)

You may use your Debit Card without your PIN to:

1. Pay for purchases from your checking account at places that display the Visa logo or have agreed to accept the Debit Card.
2. Obtain a cash advance from your checking account at a financial institution that displays the Visa logo.
3. Fund recurring preauthorized payments. Your Visa debit card also allows you to conduct transactions on the PULSE debit network, which will generally require you to enter your PIN. Some merchants are authorized to accept non-Visa debit transactions without requiring you to enter your PIN. If you choose to sign to authorize a debit transaction, the transaction will be routed as a Visa transaction. Provisions of your cardholder agreement that specifically relate to Visa transactions are inapplicable to non-Visa debit transactions.

Some of these services may not be available at all terminals. The time required to charge or credit your account after you use your card will depend on the location of the terminal and the type of transaction. Any transaction or cash advances may be subject to authorization by Royal or by a Visa authorization center.

Each time your card is properly used, you authorize Royal to debit or credit (whichever is appropriate) your account for the total amount shown on any sales draft, receipt, or credit voucher originated by use of the card whether or not it is signed by you. Royal is permitted to handle such sales drafts, orders, and vouchers in the same way it handles authorized checks drawn on your account.

- B. Documentation of Transfers:** You will have the option of receiving a receipt at the time you make any transfer to or from your account using an ATM or Point of Sale (POS) terminal or make purchases using your Debit Card in excess of \$15.

**C. Limitations of the Frequency and Dollar Amounts of Transfers:**

For security reasons, there are limitations on the number and dollar amount of cash withdrawals you may make per day at an ATM or POS terminal. There are also limitations on the total number and dollar amount of Visa merchant purchases or Visa cash advances or Visa ATM withdrawals you may make each day.

Royal reserves the right to make periodic risk assessments and to change your maximum daily limits without notice. We will not reduce your daily limits below \$100 without giving you prior notice.

Individual terminals or terminal operators may also have limits on the frequency of cash withdrawals or deposits performed at their terminals.

- D. Your Ability to Withdraw Funds:** Royal's policy is to make available immediately up to \$225 of your total funds deposited daily through a terminal. The remaining funds will become available in compliance with regulatory requirements. The balance of your deposited funds generally will be available the beginning of the second business day following the day of deposit. For determining the availability of your deposits made through a terminal, every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit through a terminal before 2:30 pm, on a business day that we are open, we will consider that day to be the day of your deposit. If you make a deposit through a terminal after 2:30 pm or on a day we are not open, we consider that the deposit was made on the next business day we are open.

- E. Fees for Transfers:** Fees that apply to ATM/Debit Cards are detailed in the "Service Fees" Disclosure. 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. You understand and agree that the ATM operator or network may charge you multiple fees for multiple transactions (for example, a fee for a balance inquiry and a fee for a withdrawal) during the same ATM session.

- F. Liability Disclosure:** Contact us AT ONCE if you believe your card and/or PIN has been lost or stolen or money is missing from your account. You will not be liable to Royal for more than \$50 for unauthorized transfers if you immediately notify Royal of any loss, theft, disappearance or known suspected unauthorized use of the card or PIN. If you do not tell us within 2 business days after you learn of the loss or theft of your card and/or PIN, and we can prove we could have stopped someone from using your card and/or PIN without your permission if you have 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.

- G. Telephone Number and Address:** If you believe your card or PIN has been lost or stolen or that an unauthorized transfer from your account has occurred or may occur, call Royal at 715-833-8111 or 1-800-341-9911, write Royal at PO Box 970, Eau Claire, Wisconsin 54702-0970, or email [member\\_services@rcu.org](mailto:member_services@rcu.org).

## IV. COMPUTELLER/ONLINE BANKING/BUSINESS ONLINE BANKING/BILL PAY/ BUSINESS BILL PAY

- A. Account Access:** For any authorized account, you may use your online password to pay bills directly from your Checking Account to any vendor on your authorized vendor list. For any authorized account, you may use your CompuTeller/online banking/business online banking to:

1. Transfer funds between your Checking and Savings Account.
2. Obtain cash advances, if you have Kwik Cash line of credit available, to be

transferred into Savings, Checking, or issued to you in a check.

3. Transfer from Savings or Checking to make loan payments.
4. Inquire on your accounts at Royal.

- B. Limitations on Frequency of Transfers:** You may use Bill Pay/Business Bill Pay to make any number of payments from your Checking Account to any vendor on your list. There are no limitations on the number of CompuTeller or online transfers. However, in compliance with Regulation D of the Federal Reserve Board, you are limited to six transfers per month from each of your Savings Accounts whether by means of CompuTeller or online banking/business online banking, preauthorized transfer, ACH withdrawal, telephoning Member Service, Member Service voice mail, or by automatic transfer due to insufficient funds. If you exceed this limit those transactions will be denied.

- C. Limitations on Dollar Amount of Transfers:** You may make transfers or check withdrawals up to the dollar amount of the available balance in your account. You may make a check withdrawal from your checking, savings, or Kwik Cash accounts with no limitation using CompuTeller or online banking/business online banking. While there is no limit to the number of payments that may be authorized with Bill Pay/Business Bill Pay, you may make payments up to the maximum amount of \$40,000.

- D. Fees for Transfers:** Fees, if any, which apply to the Bill Pay/Business Bill Pay service are disclosed in the "Service Fees" Disclosure. Until Member is notified by Royal to the contrary, Member will not be charged any transaction fees by Royal for use of CompuTeller or online banking/business online banking.

- E. Liability Disclosure:** Contact us AT ONCE if you believe your PIN or password has been lost or stolen or money is missing from your account. You will not be liable to Royal for more than \$50 for unauthorized transfers if you immediately notify Royal of any loss, theft, disappearance or known suspected unauthorized use of the PIN. If you do not tell us within 2 business days after you learn of the loss or theft of your PIN or password, and we can prove we could have stopped someone from using your PIN or password without your permission if you have 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.

- F. Telephone Number and Address:** If you believe your PIN or password has been lost or stolen or that an unauthorized transfer from your account has occurred or may occur, call Royal at 715-833-8111 or 1-800-341-9911, write Royal at PO Box 970, Eau Claire, Wisconsin 54702-0970 or email [member\\_services@rcu.org](mailto:member_services@rcu.org).

- G. Inactive Accounts:** Please note if you have not accessed your account using CompuTeller or online banking/business online banking within a six month time period, Royal may automatically unenroll you from these services. You may re-enroll at any time.

## V. ELECTRONIC CHECK CONVERSION

- A. Account Access:** 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 purchases.
2. Pay bills.

- B. Liability Disclosure:** Contact us at once if you believe an electronic funds transfer has been made without your permission using information from your check.

- C. Telephone Number and Address:** If you believe a transfer has been made using the information from your check without your permission:

- Call Royal Member Service at 715-833-8111 or 1-800-341-9911
- Write to Royal at PO Box 970, Eau Claire, Wisconsin 54702-0970
- Email [member\\_services@rcu.org](mailto:member_services@rcu.org)

# ELECTRONIC “WHOLESALE CREDIT” TRANSACTIONS

## (SUBJECT TO UNIFORM COMMERCIAL CODE ARTICLE 4A)

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To our business Members who have or may authorize electronic credit transactions on your account.

### **Royal's Responsibilities:**

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

**Notice of Receipt of Entry:** Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of 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.

**Choice of Law:** We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Funds 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 Wisconsin, as provided in the operating rules of the National Automated Clearing House Association, unless it has been otherwise specified in a separate agreement that the law of some other state shall govern.

# FACTS

WHAT DOES ROYAL CREDIT UNION  
DO WITH YOUR PERSONAL INFORMATION?

## Why?

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

## What?

The types of personal information we collect and share depends on the product or service you have with us. This information can include:

- Social Security number and income
- Account balance and transaction history
- Credit history and credit scores

When you are **no longer** our Member, we continue to share your information as described in this notice.

## How?

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

Reasons we can share your personal information	Does Share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> To offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes—</b> Information about your transactions and experiences	Yes	No
<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 1-800-341-9911 or 715-833-8111; send us an email at [member\\_services@rcu.org](mailto:member_services@rcu.org) or write to us at: Royal Credit Union, PO Box 970, Eau Claire, WI 54702-0970

## PRIVACY POLICY (CONT.)

What we do	
How does Royal 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 Royal 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</li><li>• Apply for loan</li><li>• Use your credit or debit card</li><li>• Pay your bills</li><li>• Make deposits to or withdrawal from your accounts</li></ul> <p>We also collect your personal information from others, including credit bureaus 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	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"><li>• <i>Royal does not share withour affiliates.</i></li></ul>
Nonaffiliates	<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>Royal does not share with nonaffiliates so they can market to you, except for our joint marketing arrangements.</i></li></ul>
Joint Marketing	<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 financial service providers.</i></li></ul>

# ARBITRATION AGREEMENT, CLASS ACTION WAIVER, AND JURY TRIAL WAIVER

Please review this provision carefully: It affects your legal rights. Arbitration of a dispute will result in the loss of any right to go to court to assert or defend your rights, have a jury decide the claim or dispute, or participate in a class action lawsuit related to the claim arbitrated. Other rights that you would have if you went to court may also not be available in arbitration.

NOTICE: THIS AGREEMENT CONTAINS PROVISIONS FOR BINDING (MANDATORY) ARBITRATION, CLASS ACTION WAIVER, AND JURY TRIAL WAIVER. Upon the election of either you or us, any claim or dispute will be resolved by BINDING ARBITRATION as set forth below. In arbitration, a dispute is resolved by an arbitrator instead of a judge or jury. Arbitration procedures are simpler than court procedures, but many procedures permitted in court are limited or not available in arbitration.

This Arbitration Agreement, Class Action Waiver, and Jury Trial Waiver (this "Agreement") provides you with the right to opt out of this Agreement as set forth below. Should you decide not to opt out of this Agreement and you continue to be a Member at Royal, you will have agreed to this Agreement.

## 1. Arbitration Procedures.

**A. Electing Arbitration.** Except if you opt out as provided below, you or we may elect to arbitrate any claim or dispute between you and us arising from or related in any way to these Disclosures or any account, product, or service you have or have had with us. This arbitration provision applies regardless of whether the claim or dispute is based in contract, tort, or otherwise. If arbitration is elected, any claim or dispute will be resolved by individual (not class-wide) binding arbitration instead of a lawsuit or other resolution in court. This arbitration provision does not apply to any individual action brought in small claims court (or your state court equivalent). Any arbitration hearing will be within 50 miles of your residence at the time the arbitration is commenced, unless otherwise mutually agreed. If a hearing is necessary as determined by the arbitrator, it may be conducted by telephone or by video, if the parties have such capabilities.

**B. Arbitration Costs.** We will reimburse the amount of filing, case management, administration, and arbitrator fees you are required to pay. Notwithstanding the foregoing, we will not reimburse you for any fees if the arbitrator determines that your claim or dispute was frivolous or baseless. Each party will be responsible for its own fees, including attorneys' fees in any arbitration, except that the arbitrator is permitted to award attorneys' fees to the prevailing party under applicable law or agreement.

**C. Arbitrators and Arbitration Rules.** The party electing arbitration must choose between one of two organizations: the American Arbitration Association ("AAA"); or Judicial Arbitration and Mediation Services ("JAMS"). The rules and codes of procedure of the chosen organization in effect when arbitration is elected will apply. Arbitration will be conducted by a single arbitrator. The arbitrator will be bound by the terms of this Agreement and will be a retired judge or attorney with experience in financial institutions.

**D. Effect of Arbitration Award.** The arbitrator's decision and award will be final and binding on all parties, except for any right to appeal provided by the Federal Arbitration Act, and may be entered in any court, state or federal, having jurisdiction. Any relief available in a court of law can be awarded by the arbitrator.

**2. Federal Arbitration Act.** This agreement is considered a transaction in interstate commerce. As such, the Federal Arbitration Act (Title 9 of the US Code) governs the interpretation and enforcement of this arbitration provision. Any issue concerning the validity or enforcement of this arbitration provision, or whether it applies to any specific claim or dispute will be determined by the arbitrator.

**3. CLASS ACTION WAIVER.** Unless prohibited by applicable law, arbitration will be solely brought in your individual capacity and be solely between you and us. Neither you nor we have the right to participate in a class action in court or arbitration, either as a class representative or class member. No arbitration between you and us may be joined or consolidated with any other arbitration. Under no circumstances shall there be any class action in arbitration. You and Royal acknowledge the Class Action Waiver is material and essential to the arbitration of any claims or disputes and is non-severable from this arbitration provision. If the Class Action Waiver is limited, voided or found unenforceable, then this arbitration provision (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver.

**4. JURY TRIAL WAIVER.** Whether any controversy is arbitrated or resolved by a court, you and Royal voluntarily and knowingly waive any right to a jury trial with respect to such controversy to the fullest extent allowed by law.

## 5. General.

**A. Severability; Survival.** Except as provided in the Class Action Waiver above, if any term of this Agreement is found unenforceable for any reason, it shall be severed and the remaining terms shall be enforced without regard to the invalid or unenforceable provisions. This Agreement shall survive termination of these Disclosures.

**B. Available Relief.** This Agreement does not preclude you from informing any federal, state or local agency or entity of your dispute. Such agency or entity may be able to seek relief on your behalf. Nothing in this Agreement limits your or our right, whether before, during or after the pendency of any arbitration proceeding, to exercise any self-help remedies, such as set-off, or repossession and sale of collateral, or to obtain injunctive relief or interpleader relief. The exercise of these rights will not constitute a waiver of the right to submit any dispute to arbitration.

**C. Exclusion.** To remove any doubt, this Agreement does not apply to: (i) any consumer credit transaction secured by a dwelling (including a home equity line of credit secured by your principal dwelling); or (ii) to any consumer credit obtained while you were a covered borrower as defined by the Military Lending Act.

**6. RIGHT TO OPT OUT.** YOU MAY OPT OUT OF THIS ARBITRATION AGREEMENT, CLASS ACTION WAIVER, AND JURY TRIAL WAIVER BY SENDING A WRITTEN REQUEST TO US AT ROYAL CREDIT UNION, ATTN: Deposit Operations, P.O. BOX 970, EAU CLAIRE, WI, 54702. YOUR WRITTEN NOTICE MUST INCLUDE YOUR NAME, ADDRESS, ACCOUNT NUMBER, AND INDICATE YOUR CHOICE TO OPT OUT OF THE ARBITRATION AGREEMENT, CLASS ACTION WAIVER, AND JURY TRIAL WAIVER. NOTICE MUST BE RECEIVED WITHIN SIXTY (60) DAYS AFTER THIS AGREEMENT WAS DELIVERED OR OTHERWISE MADE AVAILABLE TO YOU. IF YOU FAIL TO OPT OUT WITHIN THIS SIXTY (60) DAY PERIOD, YOU WILL BE DEEMED TO HAVE PROVIDED YOUR CONSENT TO THE RESOLUTION OF CLAIMS OR DISPUTES THROUGH BINDING ARBITRATION. OPTING OUT OF ARBITRATION WILL NOT TERMINATE OR EFFECT ANY OTHER RIGHTS YOU OR WE HAVE UNDER THESE DISCLOSURES. IF YOU OPT OUT, YOU MUST OPT OUT OF ALL TERMS OF THE ARBITRATION AGREEMENT, CLASS ACTION WAIVER, AND JURY TRIAL WAIVER. YOU MAY NOT OPT OUT OF ONLY CERTAIN TERMS.

**7. IMPORTANT NOTICE.** IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS OR HAVE A JURY DECIDE THE CLAIM. ALSO, YOUR ABILITY TO OBTAIN INFORMATION FROM US AND TO APPEAL IS MORE LIMITED IN AN ARBITRATION PROCEEDING THAN IN A LAWSUIT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.



# TRUTH IN SAVINGS DISCLOSURE

(Except as specifically described, the following disclosures apply to all accounts.)

Specific rates are enclosed on inserted rate sheets that may change from time to time. Current rates on all savings instruments are always available by calling 715-833-8168.

## 1. Services Information

In order to receive any services from Royal, the Member must open a Primary Savings Account and maintain a \$5 minimum balance. Though a Member must maintain a minimum of \$5 in their Primary Savings Account, we will assess a monthly fee to Members age 18+ with Savings or Checking Accounts of \$25 or less, inactive for six months or more, and with no other active services on that account.

## 2. Balance Information

The minimum balance required to open each account is set forth in these Disclosures. The minimum monthly balance required to avoid a service fee is set forth in these Disclosures. Dividends are calculated by the daily balance method that applies a daily periodic rate to the principal in the account each day.

## 3. Nature of the Dividend

Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period. The dividend rate and annual percentage yield are the prospective rates and yields that Royal anticipates paying for the applicable dividend period. The annual percentage yield assumes all dividends remain and are not withdrawn from the account.

## 4. Rate Information

See Royal's rate card, visit rcu.org, or call 715-833-8168 to find the dividend rate and annual percentage yield on your accounts. All accounts are considered variable rate accounts except the share certificate accounts and the fixed IRA accounts that are contractually fixed rates. The dividend rate and annual percentage yield may change at any time on the variable rate accounts as determined by the Board of Directors. The annual percentage yield assumes all dividends remain and is not withdrawn from the account.

## 5. Compounding and Crediting

Dividends will be compounded and credited as set forth in the account description portion of this packet. The dividend period for all accounts is monthly beginning on the first calendar day of the month and ending on the last calendar day of the month. The exceptions to this are the share certificates and the fixed IRAs, which are detailed below.

## 6. Account Limitations

In compliance with Regulation D of the Federal Reserve Board, you are limited to six transactions per month from each of your savings or Money Market accounts without your physical presence at a branch or ATM. This includes but is not limited to transactions by means of online banking/business online banking, CompuTeller, check, preauthorized payments to a third party, telephoning Member Service, or by automatic transfer due to insufficient funds.

For Federal Reserve bank reporting purposes, this account consists of a transaction category and a savings category. Royal may periodically transfer funds not routinely needed to pay debits between these two categories. If your account is one on which dividends are paid, your dividend calculation will remain the same. Otherwise, the savings category will be non-interest or non-dividend bearing and will be governed by the rules governing our other savings accounts indicated within the "Your Ability to Withdraw Funds at Royal Credit Union" section of this disclosure. This process will be invisible to you and will not affect your available balance, the dividends you may earn, NCUA insurance protection, your monthly or quarterly statement, or any other features of this account. This process does not count toward the maximum of six Regulation D transactions per month.

Royal may close your savings and/or checking account if that account is charged with an excessive number of NSF's. If, at the time of closure, your account contains a negative balance, the closure and the negative balance will be reported to a national credit reporting agency. If any of your accounts have a negative balance for an extended period, the account will be closed and the negative balance will be reported to a national credit reporting agency.

Provisional credit is given for items cashed or deposited at Royal. If the item is returned unpaid for any reason, we have the right to reserve the provisional credit and you agree to reimburse us for the item. We reserve the right to automatically send the item to the paying bank a second time. If we do so, we will not charge your account for the amount of the item or the fee. You agree to waive the notice of right of chargeback and authorize re-presentation of the item without being given to you. A fee may be charged for such returned item each time an item is returned, see "Service Fees" Disclosure.

## 7. Accrual of Dividends

Dividends will begin to accrue on the cash and non-cash deposits (e.g., checks) on the business day you make the deposit to your account. If you close your account before accrued dividends are credited, accrued dividends will be paid.

## 8. National Credit Union Share Insurance Fund

All Member accounts in Royal are federally insured by the National Credit Union Share Insurance Fund to at least \$250,000.

## 9. Bonus (WRI Clients Only)

WRI clients are eligible for a \$50 bonus upon the completion of financial training. Coupon code required to obtain bonus. Immediately upon presentation of the coupon code, online or in person, the \$50 will be deposited into your account. There is no minimum balance required to obtain bonus.

## 10. Bonus (Employee Partnership Program Only)

Employees from a partner employer are eligible to receive \$225 bonus upon opening a new checking account and receiving two (2) qualifying direct deposits from the partnered employer electronically deposited into the account. Royal will deposit the \$225 bonus into your Royal savings account after the second direct deposit. Existing checking accounts do not qualify. Must not have had a previously closed checking account with Royal within the last twelve (12) months. There is no minimum balance required to obtain the bonus. Employment verification required. The first deposit must occur within the first sixty (60) days from the account opening. The account must remain open for six (6) months. Must open and be primary on a Primary Base Savings account. The incentive

will be deposited into the qualifying Member's Primary Base Savings account upon qualification.

## ACCOUNT DESCRIPTIONS

(More detailed information is available upon request)

### PRIMARY SAVINGS AND OTHER SECONDARY SAVINGS:

**Description of Account:** This is the primary credit union "Savings" Account. You must execute a Membership Agreement and maintain a \$5 balance in a primary share account for membership in the credit union, allowing you to vote at the annual meeting, if all voting requirements are met, and to obtain other credit union benefits and services. Secondary Savings can be established to meet the Member's needs for separate Savings Accounts. This includes Real Estate Escrow accounts. The Escrow accounts have restrictions for withdrawals for other than tax or insurance purposes.

**Dividends Compounded:**

Monthly

**Dividends Credited:**

Monthly

**Minimum Opening Balance:**

\$5 for Primary Savings and \$0 for any other Secondary Savings

**Minimum Monthly Balance:**

\$5 for Primary Savings and \$0 for any other Secondary Savings

**Balance Computation Method:**

Daily

**Account Limitations:**

Account Transaction Limitations Apply

**Fees:**

See "Service Fees" Disclosure

### MONEY MARKET ACCOUNT:

**Description of Account:** Our Money Market Account, with a minimum balance, offers you premium rates and convenient withdrawal privileges. The account is limited to a maximum of six withdrawals per month without your physical presence at a branch. This includes but is not limited to transactions by means of online banking/business online banking, CompuTeller, check, preauthorized payments to a third party, telephoning Member Service, or by automatic transfer due to insufficient funds. Over-the-counter transactions are unlimited.

**Dividends Compounded:**

Monthly

**Dividends Credited:**

Monthly

**Minimum Opening Balance:**

\$10,000

**Minimum Monthly Balance:**

\$10,000

**Balance Computation Method:**

Daily

**Account Limitations:**

Limitations do apply as detailed in the disclosure. There is a minimum deposit of \$100 and a minimum check amount of \$250. Tiered dividend rates are paid on the entire daily collected balance of your account. The balance tiers are:  
\$.01-\$9,999.99; \$10,000-\$24,999.99;  
\$25,000-\$99,999.99; \$100,000 and over.  
Account Transaction Limitations Apply  
See "Service Fees" Disclosure

**Fees:**

### Share certificates (BOTH REGULAR AND MINI JUMBO):

**Description of Account:** Share certificate accounts offer a preferred rate in exchange for your commitment to leave funds on deposit for a set period of time. Early withdrawals are subject to dividend penalty. Generally, we offer share certificates with maturates of three, four, six, eight, twelve, eighteen, thirty, forty eight, and seventy two months. We may offer a premium rate if the deposit is \$50,000 (Mini Jumbo Share certificate) or more. All rates disclosed are assuming that the dividends earned are left in the investment and compounded. Withdrawal of the earned dividends will reduce future earnings.

**Dividends Compounded:**

Monthly on all new share certificates.

**Dividends Credited:**

Monthly on all new share certificates.

**Minimum Opening Balance:**

\$0

**Minimum Monthly Balance:**

\$0

**Balance Computation Method:**

Daily

**Account Limitations:**

Early withdrawal penalty will be applied. Penalties for share certificates one year or less - equivalent of 90 days dividends; greater than one year up to and including three years - equivalent of 180 days dividends; greater than three years - equivalent of one year's dividends. Automatically renewable share certificates will be automatically extended for successive, like maturity periods unless:

a) Upon or within ten days after such original or extended maturity date, this share certificate is surrendered and presented for payment;

b) The credit union elects not to extend such maturity, in which case the share certificate amount and any dividend will be paid to the depositor. Expiring share certificate; upon maturity the share certificate amount and any dividend will be paid to the depositor by transferring the amount into the Member's Primary Savings Account.

See "Service Fees" Disclosure

**Fees:**



## TRUTH IN SAVINGS DISCLOSURE (CONT.)

### EASY SAVE INDIVIDUAL RETIREMENT ACCOUNT (IRA):

**Description of Account:** IRAs are savings investments setup for the purpose of accumulating funds for retirement. All IRAs are regulated by the Internal Revenue Service. This investment has no term and can be added to periodically for the purpose of accumulating funds to put into a fixed IRA. (Special rates and other terms apply.)

<b>Dividends Compounded:</b>	Monthly
<b>Dividends Credited:</b>	Monthly
<b>Minimum Opening Balance:</b>	\$5
<b>Minimum Monthly Balance:</b>	\$5
<b>Balance Computation Method:</b>	Daily
<b>Account Limitations:</b>	Minimum payroll deposit amount is \$5. Also IRS regulations apply. This investment option is not available for Sep IRA's.
<b>Fees:</b>	See "Service Fees" Disclosure

### FIXED RATE INDIVIDUAL RETIREMENT ACCOUNTS (IRA) INCLUDING ROTH AND SEP:

**Description of Account:** IRAs are savings investments set up for the purpose of accumulating funds for retirement. All IRAs are regulated by the Internal Revenue Service. The investments are in share certificate instruments. (Special rates and other terms apply to these accounts.)

<b>Dividends Compounded:</b>	Monthly
<b>Dividends Credited:</b>	Monthly
<b>Minimum Opening Balance:</b>	\$0
<b>Minimum Monthly Balance:</b>	\$0
<b>Balance Computation Method:</b>	Daily
<b>Account Limitations:</b>	Early withdrawal penalties will be the same as the penalties disclosed under the share certificate section plus any penalties imposed by the IRS.
<b>Fees:</b>	See "Service Fees" Disclosure

### FIXED RATE HEALTH SAVINGS ACCOUNT (HSA) SHARE CERTIFICATE:

**Description of Account:** HSAs are savings investments set up for the purpose of accumulating funds for paying for qualified medical expenses of the account holder and their dependents when they are covered by a High Deductible Health Plan (HDHP). The investments are in a share certificate instrument. (Special rates and terms apply to these accounts.)

<b>Dividends Compounded:</b>	Monthly
<b>Dividends Credited:</b>	Monthly
<b>Minimum Opening Balance:</b>	\$0
<b>Minimum Monthly Balance:</b>	\$0
<b>Balance Computation Method:</b>	Daily
<b>Account Limitations:</b>	Early withdrawal penalties will be the same as the penalties disclosed under the share certificate section.
<b>Fees:</b>	See "Service Fees" Disclosure

### VARIABLE RATE INDIVIDUAL RETIREMENT ACCOUNTS (IRA) INCLUDING ROTH AND SEP:

**Description of Account:** IRAs are savings investments set up for the purpose of accumulating funds for retirement. All IRAs are regulated by the Internal Revenue Service. The investments are two-year variable rate share certificate instruments. (Special rates and other terms apply to these accounts.)

<b>Dividends Compounded:</b>	Monthly
<b>Dividends Credited:</b>	Monthly
<b>Minimum Opening Balance:</b>	\$5
<b>Minimum Monthly Balance:</b>	\$5
<b>Balance Computation Method:</b>	Daily
<b>Account Limitations:</b>	Minimum payroll deposit amount is \$5. An early withdrawal penalty equal to 180 days dividends will be accessed on the amount of the withdrawal if the account holder is under 59 1/2 years old, plus any penalties imposed by the IRS.
<b>Fees:</b>	See "Service Fees" Disclosure

### SMART CHECKING:

**Description of Account:** This account offers you the convenience of withdrawing funds by checks or other remote means.

<b>Dividends Compounded:</b>	None
<b>Dividends Credited:</b>	None
<b>Minimum Opening Balance:</b>	\$0
<b>Minimum Monthly Balance:</b>	\$0
<b>Balance Computation Method:</b>	None
<b>Account Limitations:</b>	None
<b>Fees:</b>	No Checking fees associated with this account. Transaction and access to ATM may be charged as detailed in the "Service Fees" Disclosure.

### SMART CHECKING PLUS:

**Description of Account:** This account offers you the convenience of withdrawing funds by checks or other remote means.

<b>Dividends Compounded:</b>	Monthly
<b>Dividends Credited:</b>	Monthly
<b>Minimum Opening Balance:</b>	\$700
<b>Minimum Monthly Balance:</b>	\$700
<b>Balance Computation Method:</b>	Daily
<b>Account Limitations:</b>	Limitations do apply to this account. A

minimum balance of \$700 must be maintained in the account or there will be a fee for the month that your balance falls below the minimum. The fee will be on the last day of the month.  
See "Service Fees" Disclosure

### Fees:

### SMART START CHECKING:

**Description of Account:** This account offers you the convenience of withdrawing funds by checks or other remote means.

<b>Dividends Compounded:</b>	None
<b>Dividends Credited:</b>	None
<b>Minimum Opening Balance:</b>	\$0
<b>Minimum Monthly Balance:</b>	\$0
<b>Balance Computation Method:</b>	None
<b>Account Limitations:</b>	None
<b>Fees:</b>	No Checking fees associated with this account. Transaction and access to ATM may be charged as detailed in the "Service Fees" Disclosure

### HEALTH SAVINGS ACCOUNT (HSA) CHECKING:

**Description of Account:** HSAs are savings investments set up for the purpose of accumulating funds for paying for qualified medical expenses of the account holder and their dependents when they are covered by a High Deductible Health Plan (HDHP). This account offers you the convenience of withdrawing funds by check or ATM/Debit Card. All HSAs are regulated by the Internal Revenue Service. (Special rates and terms apply to these accounts.)

<b>Dividends Compounded:</b>	Monthly
<b>Dividends Credited:</b>	Monthly
<b>Minimum Opening Balance:</b>	\$0
<b>Minimum Average Monthly Balance:</b>	\$0
<b>Balance Computation:</b>	Daily
<b>Account Limitations:</b>	Tiered dividend rates are paid on the entire daily collected balance of your account. The balance tiers are: \$0 to \$999.99; \$1,000 to \$4,999.99; \$5,000 to \$9,999.99; and \$10,000 or more.
<b>Fees:</b>	See "Service Fees" Disclosure

# ROYAL FUNDS TRANSFER NOTICE

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Royal will transfer (a "funds transfer") as shown on the payment order. See "Service Fees" Disclosure. Other financial institutions involved in the funds transfer may impose additional fees.

We will not be liable to you if we do not act upon or delay acting upon any funds transfer order if any of the following circumstances occur:

- Legal order
- Emergency situation
- Interruption of communication
- Equipment failure
- War
- Other circumstances beyond our control
- Potential violation of any government regulation

Fedwire is the wire transfer system of U.S. Federal Reserve Banks. We or other financial institutions involved may use Fedwire to make the funds transfer. If any part of the funds transfer is carried by Fedwire, your rights and obligations regarding the funds transfer are governed by Regulation J of the U.S. Federal Reserve Board. Your funds transfer may be carried by means other than Fedwire.

If you provide us with both the name and account number of the person you wish to receive the funds, be aware that we may process the funds transfer based on the account number alone. This could occur even if that account number identifies a person other than the one you named. Similarly, if you provide the name and number of the receiving financial institution (including any intermediaries), we may process the funds transfer based on the financial institution's number alone, even if it is an institution different from the one you named. If the correct person does not receive payment, you are still obligated to pay us the amount of your funds transfer order. Additional charges may apply regardless of whether the wire is accepted or returned. Royal will not be held liable for these charges.

If we receive your funds transfer order after our cutoff time, we will process your order the next business day. Our cutoff times are generally 11:00 AM for international wires and 2:00 PM for domestic wires. We reserve the right to reject funds transfer orders with no liability to you and with no obligation to pay you interest for the period before you receive notification. We may require funds be collected from the drawer's financial institution prior to initiating the funds transfer. We also reserve the right to require additional information about the funds transfer, including the purpose for sending it. If your funds transfer order is rejected, we will notify you orally or in writing.

Once we have received your funds transfer order you no longer have the right to change or cancel it. We may make a reasonable effort to accommodate your request, but we are not liable to you for failures to make changes or cancel the order. You agree to pay any costs or losses we incur in our attempt to change or cancel your funds transfer order.

Funds transfer orders will be listed on your normal periodic statement. To do so, you must notify us immediately if you think there is an error. You need to send us a written statement of facts no later than 14 days after the date you receive the first statement on which the error appears.

If you are requesting a funds transfer to be sent outside the United States, you understand you do so at your own risk. Royal will not be liable for any reason if the funds are not received or mis-applied during the funds transfer process.

Royal will not be liable for consequential damages in the event that loss is sustained because it has failed to carry out instructions in a reasonable manner.

# VISA VARIABLE RATE CONSUMER CREDIT CARD DISCLOSURE

## Keep This Notice for Future Use

As used in this disclosure (the "Regulations"), "you" and "your" means natural persons, which means each and all of those who applied for or received or who signed or used a card. "Card" means each of your Visa credit cards issued by Royal or its predecessor. "We," "us," and "our" mean Royal and "account" means your credit card account with us. These regulations apply to cards issued to all natural persons unless otherwise stated.

### 1. Responsibility

If you applied for and received a Card from us, you and all other persons obligated for the card agree to these Regulations. If more than one person is obligated on a card, their obligation shall be joint and several. Except for unauthorized use of a card, you agree to repay all debts and any finance fees, fees, and payment protection costs arising from use of the Card on your account. For example, if you are a natural person, you agree to pay all amounts owed as a result of use of the card or your account by you, your spouse, and your minor children. You agree to pay all accounts owed as a result of use of the card or your account by anyone else to whom you give the card or you authorize to use your account. If the Wisconsin Consumer Act ("WCA") does not apply to the card or to your account, you agree to pay to us all attorneys' fees incurred in collecting or attempting to collect amounts owed to us as a result of use of the card or your account. Your card may not be used for illegal transactions. We will terminate or withdraw any product or service if used in an illegal manner or for an illegal transaction. You agree to hold harmless and indemnify Royal and reimburse Royal for losses incurred as a result of using the card for any illegal transactions.

### 2. Credit Line

We will establish a credit line for you and advise you of its amount. You agree not to let the account balance exceed the credit line, but you remain responsible for payment even if it does. Any account balance in excess of the credit line is payable immediately. We reserve the right to increase or reduce your credit line from time to time without affecting your obligation to pay the account balance. All Cards remain our property; and if we request, you must recover and surrender to us all cards we have issued on your account.

### 3. Limitations of the Frequency and Dollar Amounts of Transfers

For security reasons, there are limitations on the number and dollar amount of cash withdrawals you may make per day at an ATM or POS terminal. There also may be limitations on the total number and dollar amount of Visa merchant purchases or Visa cash advances or Visa ATM withdrawals you may make each day.

Royal reserves the right to make periodic risk assessments and to change your maximum daily limits without notice. We will not reduce your daily limits below \$100 without giving you prior notice.

Individual terminals or terminal operators may also have limits on the frequency of cash withdrawals or deposits performed at their terminals.

### 4. Payment Protection Fees (for consumer use only)

If you are eligible and have elected to participate in one of our group payment protection programs, a premium fee based on the balance shown on your monthly statement will be posted to your account as a miscellaneous fee during your statement period. If you wish to cancel your payment protection coverage, you must notify us in writing. If your payment protection is stopped for one of the reasons listed in your Borrower Security Contract, you must re-enroll if you wish to have payment protection reinstated.

### 5. Promotional Visa Transfer Checks

As part of a promotion, Royal cardholders may receive cash advance and/or balance transfer checks which may be used to access their Visa credit line. Under no circumstances will Royal be liable for the payment or nonpayment of a post-dated check. If the account is delinquent or over the credit line when a check is presented for payment, the check will be returned non-sufficient funds (NSF). Royal cannot honor any check on an account that has been closed. Checks will only be honored when they are drawn by the Primary or Joint Owner(s) of the account.

### 6. Finance Fee

The interest will be set on a variable rate. We may increase or decrease the **annual percentage rate** beginning with the first billing cycle of the next calendar quarter and each calendar quarter thereafter. Each date on which the rate may be changed by us is called "change date." The rate applicable to this card is based on an index. The **annual percentage rate** shall equal the highest prime rate published in the Wall Street Journal "Money Rate" tables on the last date of publication in the calendar month preceding each change date plus a margin of 4.5 percentage points not to exceed the allowable usury ceiling. The minimum finance fee that will be imposed is \$0.50. If we, on any change date, fail to increase the rate in accordance with changes in the index, we will not carry over and add any portion of that increase to any adjustment made on subsequent change dates.

In addition, there is a past due penalty rate such that the sum of the underlying interest and this fee shall equal 18% per annum. It is applied in this fashion: should there be a failure to have the account current for two months, then the interest rate, not to exceed 18% shall be imposed two months from that date and shall continue for a period of six months during which there is no past due or payment less than called for in the note or agreement, in which event the penalty rate shall be removed and the underlying rate applied as long as you are current.

**6 (a) Cash advance and balance transfer** finance fees accrue on the outstanding daily balance from the date of advance or transfer, through the date paid. The balance of cash advances subject to finance fee is the average daily outstanding unpaid balance, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of cash advances is determined by adding any new cash advances as of the transaction date or the first day of the billing cycle in which posted, whichever is later, to the previous balance excluding any unpaid finance fee, and subtracting each payment and credit on the date of receipt.

**6 (b)** If you paid the previous monthly balance in full by the due date shown on that statement, the interest rate as stated in Section 6 will be imposed on credit purchases you obtain through the use of your card that have not been paid by the due date shown on the current statement on which the transaction is detailed. The balance of credit purchases subject to finance fee is the average daily outstanding unpaid balance, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of credit purchases is determined by adding to the previous balance, new credit purchases posted on that date, and subtracting each payment as of the first day of the billing cycle, each credit on the date of receipt, but excluding any unpaid finance, late, and any other fees.

**6 (c)** If you did not pay the previous monthly statement balance in full by the due date shown on that statement, the interest rate as stated in Section 6 will be imposed on the unpaid balance of credit purchases from the previous statement closing date and on credit purchases made during the current billing cycle from the transaction date and will continue to accrue until the closing date of the billing cycle preceding the date on which the entire new balance is paid in full.

The balance of credit purchases subject to finance fee is the average daily outstanding unpaid balance, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of credit purchases is determined by adding to the previous balance, new credit purchases posted on that date, and subtracting each payment and credit on the date of receipt, but excluding any unpaid finance fees, late, and any other fees.

### 7. Other Fees (See "Service Fees" Disclosure or visit [rcu.org](#))

#### 8. Security Interest

Each purchase and cash advance through your account is a loan by us to you in Wisconsin. You agree that the Wisconsin Consumer Act applies to all of these loans (the rate of finance fee and the penalties for violation of rate limitations will be governed by state law). If you give or have given us or the financial institution named on your card a security interest in personal or business property to secure all of your debts, these loans will also be secured by that property (except clothing, household furnishings, and deposit accounts). These loans will not be secured by any other property.

#### 9. Default: Termination

You will be in default if you fail to make a payment, including a payment under paragraph 2, on time, twice during any 12-month period. You will also be in default if your ability to repay us is materially reduced by bankruptcy or insolvency proceedings involving you, your death, or your failure to abide by these regulations. We have the right to demand immediate payment of your full account balance if you do not cure your default within 15 calendar days after we send you a written notice of default. We have this right, without notice, if the default is your third within 12 months, and we notified you of the prior two and you cured those defaults.

Your privilege of using the card and the account shall expire on the date shown on the card provided, however, if the card is used after the termination date, you shall remain responsible for any fees made after the expiration date. You may terminate your account relationship with us at any time by surrendering to us all of your cards, but you will remain liable to us for full payment of any balance of your account. We may revoke your card at any time without prior notification and without affecting your obligation to pay the account balance.

In the event of past due payments, a past due penalty rate not to exceed 18% annual percentage rate for the underlying and penalty rate shall be applied until the account is brought current for six months.

#### 10. Monthly Payment

Unless we are prevented by law or unless we believe that your account is uncollectible, we will mail you a statement each month in which your account has a balance of \$1 or more provided, however, that if more than one person is obligated for a card, we need only to mail a statement to one of said persons. The fact that we do not send a monthly statement to each person obligated on a card shall not relieve any person to whom a monthly statement is not sent from liability on the account. This statement will show your previous balance, current transactions on your account, amount available under your credit line, fees and finance fees, new balance and minimum payments due. Each month you must pay at least the minimum payment by the due date on the statement. You may pay more than the minimum payment; and if you pay the new balance in full, you may reduce or avoid additional finance fees unless you have a cash advance. Each minimum payment will be the greater of \$25 or 2% of your new balance. A minimum payment is required for each statement period in which there is a debit balance in your account; and any additional amount paid, while reducing your balance, will not prepay any future minimum payments. Any past due minimum payment continues to be due immediately.

#### 11. Preauthorized Payments

Upon your authorization, the preauthorized payments are to remain in full force and effect until you cancel an online originated preauthorized payment using online banking/ business online banking, or provide Royal with a written request to terminate preauthorized payments that were set up in writing. If you request to change your preauthorized payment, the current preauthorization must first be cancelled and a new preauthorized payment request must be initiated.

If a **preauthorized payment is returned** unpaid, the payment to the credit card account will be reversed. Refer to "Service Fees" Disclosure.

You further understand and agree that Royal shall not be responsible for any act or failure to act on their part, except in the case of gross negligence or willful misconduct. Furthermore, you agree to hold Royal harmless from any claims, liabilities, attorneys' fees, and other costs and expenses of any and every kind and nature which may be incurred by reason of their performance under the Credit Card Preauthorized Payment request.

#### 12. Foreign Transactions

If your card is used to initiate a cross border transaction or to purchase goods or services from a foreign merchant (an "international transaction"), the transaction amount may be converted to US dollars using the exchange rate selected by Visa or Mastercard/ Cirrus from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa or Mastercard/Cirrus itself receives, or the government-mandated rate in effect for the applicable central processing date. The date of the conversion may differ from the transaction date and the posting date identified in the monthly statement for your account. An international transaction is any transaction that you complete or a merchant completes on your card outside of the United States, and includes internet transactions made in the United States but with a merchant who processes the transaction in a foreign country. All international transactions are charged up to two percent (2%) for the Visa International Service Assessment Fee or Mastercard Cross Border fee. See "Service Fees" Disclosure for specific fee information.

#### 13. Disputes

We are not responsible for the refusal or failure of any merchant, bank, or automated equipment to honor or accept your card. Except as indicated in the Billing Rights Summary

# VISA VARIABLE RATE CONSUMER CREDIT CARD DISCLOSURE (CONT.)

below, we are not responsible for any goods or services you purchase with card credit and you must resolve all disputes directly with the merchant. It is your responsibility to contact the merchant to cancel all preauthorized, recurring, and unauthorized charges. Canceling the card will not stop charges posting to the account.

## 14. Use

You authorize us to pay from your account all items reflecting purchases or cash advances made with the Card in spite of the absence of your signature on a draft or the lack of presentation of the card.

Notify us at once at 1-800-853-0872 in the U.S. and 301-945-5785 (collect) out of the U.S. of any loss, theft, disappearance or possible unauthorized use of your card. Notification to us is given when steps have been taken as may be reasonably required in the ordinary course of business to provide us with the pertinent information about the loss, theft, or possible unauthorized use of a credit card. Notification may be given, at your option, in person, by telephone at the numbers above, or in writing.

If you furnish your card or Personal Identification Number (PIN) to another person; you shall be deemed to have authorized all transactions that may be accomplished using the card or PIN until you have given actual notice to Royal that further transactions are unauthorized. You shall be obligated to pay Royal the amount of any money, property, or services obtained by the authorized use of the Card or PIN to the extent that Royal is unable to charge such amounts to the account; and you hereby authorize Royal to charge the amount of any such obligation to any other of your accounts at Royal. You shall at all times:

- 1.) Safely keep the card and PIN and not permit anyone else to use them;
- 2.) Not record the PIN on or near the Card or otherwise disclose or make it available to anyone else;
- 3.) Use the card, PIN, and terminals only as instructed and only for purposes authorized by Royal;

Some terminal owners and or networks may impose additional transaction fees, which will be indicated at that terminal.

If you give your card number to a merchant to have on file, or for a recurring payment, we may send account updates to that merchant. This includes, but is not limited to: new expiration dates and new account/card numbers. If you wish to not have us send updates, you may request us not to do so. Telephoning is the best way of doing this. Call us at 715-833-8111 or 1-800-341-9911. If you cannot notify us by phone, you may notify Royal in person, or by writing us at:

Credit Card Department  
Royal Credit Union  
PO Box 970  
Eau Claire, WI 54702-0970

## 15. Effect of and Changes in Regulations

These regulations are the contract that applies to all transactions on your account even though the sales, cash advances, or credit slips you sign contain different terms. We may change these regulations from time to time by sending you advance written notice and your use of the card or the account thereafter will indicate your agreement to those changes. To the extent the law permits, and we indicate in our notice, amendments will apply to existing account balances as well as future transactions. Our delay in exercising or our failure to exercise any of our rights is not a waiver of those rights, and no waiver is valid unless it is in writing and signed by us. You authorize us to investigate your credit standing at any time and to disclose to others information relating to your credit standing.

## YOUR BILLING RIGHTS

### Keep This Notice for Future Use

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

### What to Do If You Find a Mistake on Your Statement

If you think there is an error on your statement, write to us at:

Royal Cardholder Services  
Attn: Disputes & Inquiries  
PO Box 970  
Eau Claire, WI 54702-4702

In your letter, give us the following information:

- *Account information:* Your name and account number;
- *Dollar amount:* The dollar amount of the suspected error;
- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake;

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any errors *in writing*. You can telephone us at 1-800-835-0872, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

### What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

### While we investigate whether or not there has been an error:

- We cannot try to collect any amount you question or report you as delinquent.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

### After we finish our investigation, one of two things will happen

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due.

If you receive our explanation but still believe your bill is wrong, you must write to us *within 10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must also tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us. If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

### Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

- (a) The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50;
- (b) You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify; and
- (c) You must not yet have fully paid for the purchase.

If all of the criteria are met and you are still dissatisfied with the purchase, contact us *in writing* at:

Royal Cardholder Services  
Attn: Disputes & Inquiries  
PO Box 970  
Eau Claire, WI 54702-4702

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.



# VISA VARIABLE RATE COMMERCIAL CREDIT CARD DISCLOSURE

## Keep This Notice for Future Use

As used in this disclosure (the "Regulations"), "you" and "your" means businesses and organizations, which means each and all of those who applied for or received or who signed or used a card. "Card" means each of your Visa credit cards issued by Royal or its predecessor. "We," "us," and "our" mean Royal and "account" means your credit card account with us. These regulations apply to cards issued to all businesses and organizations unless otherwise stated.

### 1. Responsibility

If you applied for and received a Card from us, you and all other persons obligated for the card agree to these Regulations. If more than one person is obligated on a card, their obligation shall be joint and several. Except for unauthorized use of a card, you agree to repay all debts and any finance fees, fees, and insurance premiums arising from use of the Card on your account. For example, if you are a natural person, you agree to pay all amounts owed as a result of use of the card or your account by you, your spouse, and your minor children. You agree to pay all accounts owed as a result of use of the card or your account by anyone else to whom you give the card or you authorize to use your account. You agree to pay to us all attorneys' fees incurred in collecting or attempting to collect amounts owed to us as a result of use of the card or your account. Your card may not be used for illegal transactions. We will terminate or withdraw any product or service if used in an illegal manner or for an illegal transaction. You agree to hold harmless and indemnify Royal and reimburse Royal for losses incurred as a result of using the card for any illegal transactions.

### 2. Credit Line

We will establish a credit line for you and advise you of its amount. You agree not to let the account balance exceed the credit line, but you remain responsible for payment even if it does. Any account balance in excess of the credit line is payable immediately. We reserve the right to increase or reduce your credit line from time to time without affecting your obligation to pay the account balance. All Cards remain our property; and if we request, you must recover and surrender to us all cards we have issued on your account.

### 3. Limitations of the Frequency and Dollar Amounts of Transfers

For security reasons, there are limitations on the number and dollar amount of cash withdrawals you may make per day at an ATM or POS terminal. There also may be limitations on the total number and dollar amount of Visa merchant purchases or Visa cash advances or Visa ATM withdrawals you may make each day.

Royal reserves the right to make periodic risk assessments and to change your maximum daily limits without notice. We will not reduce your daily limits below \$100 without giving you prior notice.

Individual terminals or terminal operators may also have limits on the frequency of cash withdrawals or deposits performed at their terminals.

### 4. Finance Fee

The interest will be set on a variable rate. We may increase or decrease the **annual percentage rate** beginning with the first billing cycle of the next calendar quarter and each calendar quarter thereafter. Each date on which the rate may be changed by us is called "change date." The rate applicable to this card is based on an index. The **annual percentage rate** shall equal the highest prime rate published in the Wall Street Journal "Money Rate" tables on the last date of publication in the calendar month preceding each change date plus a margin of 4.5 percentage points. The calculation of annual percentage rate shall result in a minimum rate of 8% and a maximum rate of the allowable usury ceiling. The minimum finance fee that will be imposed is \$0.50. If we, on any change date, fail to increase the rate in accordance with changes in the index, we will not carry over and add any portion of that increase to any adjustment made on subsequent change dates.

In addition, there is a past due penalty rate such that the sum of the underlying interest and this fee shall equal 18% per annum. It is applied in this fashion: should there be a failure to have the account current for two months, then the interest rate, not to exceed 18% shall be imposed and shall continue for a period of six months during which there is no past due or payment less than called for in the note or agreement, in which event the penalty rate shall be removed and the underlying rate applied as long as you are current.

**4 (a)** Cash advance and balance transfer finance fees accrue on the outstanding daily balance from the date of advance or transfer, through the date paid. The balance of cash advances subject to finance fee is the average daily outstanding unpaid balance, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of cash advances is determined by adding any new cash advances as of the transaction date or the first day of the billing cycle in which posted, whichever is later, to the previous balance excluding any unpaid finance fee, and subtracting each payment and credit on the date of receipt.

**4 (b)** The interest rate as stated in Section 4 (above) will be imposed on credit purchases of goods and services that you obtain through the use of your card only if you elect not to pay the entire new balance shown on your previous monthly statement within 25 days from the closing date of the statement. If you elect not to pay the entire new balance shown on your previous monthly statement within 25 days from the closing date of the statement, a finance fee will be imposed on the unpaid balance of credit purchases from the statement closing date and on credit purchases made during the current billing cycle from the transaction date of each such credit purchase to the account and will continue to accrue until the closing date of the billing cycle preceding the date on which the entire new balance is paid in full.

The balance of credit purchases subject to finance fee is the average daily outstanding unpaid balance, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of credit purchases is determined by adding to the previous balance new credit purchases posted through that date if the previous balance was not paid in full within 25 days of the statement closing date, and subtracting each payment and credit on the date of receipt, but excluding any unpaid finance fees.

### 5. Other Fees (See "Service Fees" Disclosure or visit [rcu.org](http://rcu.org))

### 6. Security Interest

Each purchase and cash advance through your account is a loan by us to you in Wisconsin. If you give or have given us or the financial institution named on your card a security interest in personal or business property to secure all of your debts, these loans will also be secured by that property (except clothing, household furnishings). These loans will not be secured by any other property. By using your card you are granting us a security interest and lien in all your funds in your present and future Royal Credit Union deposit accounts, to the full amount of your credit card indebtedness with us. Should you default under the terms of these Regulations, we may, at our sole option and as permitted by law, exercise our right of

set-off and apply any portion of, or the entire amount of, such funds toward payment of the outstanding indebtedness, and/or, we may exercise our right to refuse to allow withdrawal from such accounts to the full extent of the delinquent amount.

### 7. Default: Termination

You will be in default if you fail to make a payment, including a payment under paragraph 2, on time, twice during any 12-month period. You will also be in default if your ability to repay us is materially reduced by bankruptcy or insolvency proceedings involving you, your death, or your failure to abide by these regulations. We have the right to demand immediate payment of your full account balance, exercise our right to set-off, and/or commence legal action if you are in default, and after complying with any notice requirements mandated by law.

Your privilege of using the card and the account shall expire on the date shown on the card provided, however, if the card is used after the termination date, you shall remain responsible for any fees made after the expiration date. You may terminate your account relationship with us at any time by surrendering to us all of your cards, but you will remain liable to us for full payment of any balance of your account. We may revoke your card at any time without prior notification and without affecting your obligation to pay the account balance.

In the event of past due payments, a past due penalty rate not to exceed 18% annual percentage rate for the underlying and penalty rate shall be applied until the account is brought current for six months.

### 8. Monthly Payment

Unless we are prevented by law or unless we believe that your account is uncollectible, we will mail you a statement each month in which your account has a balance of \$1 or more provided, however, that if more than one person is obligated for a card, we need only to mail a statement to one of said persons. The fact that we do not send a monthly statement to each person obligated on a card shall not relieve any person to whom a monthly statement is not sent from liability on the account. This statement will show your previous balance, current transactions on your account, amount available under your credit line, fees and finance fees, new balance and minimum payments due. Each month you must pay at least the minimum payment within 25 days after the statement closing date. You may, of course, pay more than the minimum payment; and if you pay the new balance in full, you may reduce or avoid additional finance fees unless you have a cash advance. Each minimum payment will be the greater of \$10 or 3% of your new balance. A minimum payment is required for each statement period in which there is a debit balance in your account; and any additional amount paid, while reducing your balance, will not prepay any future minimum payments. Any past due minimum payment continues to be due immediately.

### 9. Preauthorized Payments

Upon your authorization, the preauthorized payments are to remain in full force and effect until you cancel an online originated preauthorized payment using online banking/ business online banking, or provide Royal with a written request to terminate preauthorized payments that were set up in writing. If you request to change your preauthorized payment, the current preauthorization must first be cancelled and a new preauthorized payment request must be initiated.

If a preauthorized payment is returned unpaid, the payment to the credit card account will be reversed. Refer to "Service Fees" Disclosure.

You further understand and agree that Royal shall not be responsible for any act or failure to act on their part, except in the case of gross negligence or willful misconduct. Furthermore, you agree to hold Royal harmless from any claims, liabilities, attorneys' fees, and other costs and expenses of any and every kind and nature which may be incurred by reason of their performance under the Credit Card Preauthorized Payment request.

### 10. Foreign Transactions

If your card is used to initiate a cross border transaction or to purchase goods or services from a foreign merchant (an "international transaction"), the transaction amount may be converted to US dollars using the exchange rate selected by Visa or Mastercard/ Cirrus from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa or Mastercard/Cirrus itself receives, or the government-mandated rate in effect for the applicable central processing date. The date of the conversion may differ from the transaction date and the posting date identified in the monthly statement for your account. An international transaction is any transaction that you complete or a merchant completes on your card outside of the United States, and includes internet transactions made in the United States but with a merchant who processes the transaction in a foreign country. All international transactions are charged up to two percent (2%) for the Visa International Service Assessment Fee or Mastercard Cross Border fee. See "Service Fees" Disclosure for specific fee information.

### 11. Disputes

We are not responsible for the refusal or failure of any merchant, bank, or automated equipment to honor or accept your card. Except as indicated in the Billing Rights Summary below, we are not responsible for any goods or services you purchase with card credit and you must resolve all disputes directly with the merchant. It is your responsibility to contact the merchant to cancel all preauthorized, recurring, and unauthorized charges. Canceling the card will not stop charges posting to the account.

### 12. Use

You authorize us to pay from your account all items reflecting purchases or cash advances made with the Card in spite of the absence of your signature on a draft or the lack of presentation of the card.

Notify us at once at 1-800-853-0872 in the U.S. and 301-945-5785 (collect) out of the U.S. of any loss, theft, disappearance or possible unauthorized use of your card. Notification to us is given when steps have been taken as may be reasonably required in the ordinary course of business to provide us with the pertinent information about the loss, theft, or possible unauthorized use of a credit card. Notification may be given, at your option, in person, by telephone at the numbers above, or in writing.

If you furnish your card or Personal Identification Number (PIN) to another person; you shall be deemed to have authorized all transactions that may be accomplished using the card or PIN until you have given actual notice to Royal that further transactions are unauthorized. You shall be obligated to pay Royal the amount of any money, property, or services obtained by the authorized use of the Card or PIN to the extent that Royal is unable to charge such amounts to the account; and you hereby authorize Royal to charge the amount of any such obligation to any other of your accounts at Royal. You shall at all times:

## VISA VARIABLE RATE COMMERCIAL CREDIT CARD DISCLOSURE (CONT.)

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- 1.) Safely keep the card and PIN and not permit anyone else to use them;
- 2.) Not record the PIN on or near the Card or otherwise disclose or make it available to anyone else;
- 3.) Use the card, PIN, and terminals only as instructed and only for purposes authorized by Royal;

Some terminal owners and or networks may impose additional transaction fees, which will be indicated at that terminal.

If you give your card number to a merchant to have on file, or for a recurring payment, we may send account updates to that merchant. This includes, but is not limited to: new expiration dates and new account/card numbers. If you wish to not have us send updates, you may request us not to do so. Telephoning is the best way of doing this. Call us at 715-833-8111 or 1-800-341-9911. If you cannot notify us by phone, you may notify Royal in person, or by writing us at:

Credit Card Department  
Royal Credit Union  
PO Box 970  
Eau Claire, WI 54702

### 13. Effect of and Changes in Regulations

These regulations are the contract that applies to all transactions on your account even though the sales, cash advances, or credit slips you sign contain different terms. We may change these regulations from time to time by sending you advance written notice and your use of the card or the account thereafter will indicate your agreement to those changes. To the extent the law permits, and we indicate in our notice, amendments will apply to existing account balances as well as future transactions. Our delay in exercising or our failure to exercise any of our rights is not a waiver of those rights, and no waiver is valid unless it is in writing and signed by us. You authorize us to investigate your credit standing at any time and to disclose to others information relating to your credit standing.

## YOUR BILLING RIGHTS

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### Keep This Notice for Future Use

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

### In Case of Errors or Inquiries about Your Bill

If you think there is an error on your statement, write to us at:

Royal Cardholder Services  
Attn: Disputes & Inquiries  
PO Box 970  
Eau Claire, WI 54702

In your letter, give us the following information:

- Your name and account number;
- The dollar amount of the suspected error;
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about;
- Send a copy of the statement the disputed charge shows on.

We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us at 1-800-835-0872 or write.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us seven business days before the automatic payment is scheduled to occur.

### Your Rights and Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill is correct.

After we receive your letter, we cannot try to collect any amount you question or report you as delinquent. We can continue to bill you for the amount you question, including finance fees, and we can apply any unpaid amount against your credit limit. You do not have to pay any

questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance fees related to any questioned amount. If we didn't make a mistake, you may have to pay finance fees, and you will have to make up any missed payments on the questioned amount. In either case, we will send a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we will report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. We must also tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.



# YOUR ABILITY TO WITHDRAW FUNDS AT ROYAL CREDIT UNION

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## *Applies to transaction accounts...*

### **DEPOSITS MADE IN PERSON AT ROYAL OFFICES**

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will generally be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

After we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposited that are returned to us unpaid for any reason.

If you make a deposit before the posted closing time of the office you are using, we will consider that day to be the date of deposit. However, for determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays.

### **DEPOSITS MADE THROUGH AN ATM**

Royal's policy is to make available immediately up to \$225 of your total funds deposited daily through a terminal. The remaining funds will become available in compliance with regulatory requirements. The balance of your deposited funds generally will be available the second business day following the day of deposit.

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 for any reason.

For determining the availability of your deposits made through a terminal, every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit through a terminal before 2:30 pm on a business day that we are open, we will consider that day to be the day of your deposit. If you make a deposit through a terminal after 2:30 pm or on a day we are not open, we consider that the deposit was made on the next business day we are open.

### **DEPOSITS MADE THROUGH A NIGHT DEPOSITORY LOCATED AT A ROYAL OFFICE**

Funds from your deposits made through a night depository are posted to your account by the close of the business day we receive your deposit. At that time, in most cases you can withdraw the funds in cash, and we will use the funds to pay checks that you have written.

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 for any reason.

For determining the availability of your deposits through a night depository, every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit before 8:00 am 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 8:00 am or on a day we are not open, we consider that the deposit was made on the next business day we are open.

### **DEPOSITS MADE FOR ONLINE ACCOUNT ORIGATION OR THROUGH BILL PAY/ BUSINESS BILL PAY**

Funds from your deposits made through the ACH system or from your debit or credit card for online account origination and inbound transfers through Bill Pay/Business Bill Pay will be made available on the third business day after the deposit is received by Royal. At that time, you can withdraw the funds for cash and we will use the funds to pay items that have been submitted for payment from your account. Every day is a business day except Saturday, Sunday, and federal holidays.

After we have made funds available to you and you have withdrawn the funds, you are still responsible for deposits you have made that are returned to us as unpaid for any reason.

### **LONGER DELAYS MAY APPLY**

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

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

If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. If withheld, those funds would be available at the time funds from the check we cashed would have been available if you had deposited it. For example, if we cash a \$225 check for you, \$225 of funds already in your account will not be available until the beginning of the third business day after the day we cashed the check. We will not notify you, if we delay your ability to withdraw funds for the reason described in this paragraph, and we will tell you when the funds will be available.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

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

### **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 deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the deposits of cashier's, certified, teller's, traveler's, 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. For example, the checks must be payable to you.

Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

\*This funds availability policy applies only to transaction accounts. For checks that are deposited to non-transaction accounts and primary Savings Account, longer holds may apply.

# FRAUD ALERTS PROGRAM

Fraud Alert text messaging is available to notify you of suspected incidents of financial or identify fraud.

By entering your mobile phone number(s) you are successfully opting into the Fraud Alerts Program, (i) you acknowledge and represent to Royal that you are the authorized user of the mobile phone(s), or have been granted permission by the authorized user of the mobile phone(s) to opt in such mobile phone(s) in the service; (ii) you grant Royal express permission to send text messages to any mobile phone number you have enrolled in the Fraud Alerts Program through the mobile phone carrier for each enrolled mobile phone number unless and until such permission is revoked in accordance with these terms and conditions; and (iii) by opting in and granting such permission to Royal you are hereby expressly requesting to receive such text messages even if the enrolled mobile number(s) are on any federal, state, or other "Do Not Call List," and you agree that such text messages shall not be in violation of any restrictions or requirements associated with any such "Do Not Call List."

Fraud Text Alerts can be cancelled at any time by texting **"STOP" to 23618 for your Debit Card transactions or 37268 for your Credit Card transactions** from your mobile phone. You agree that your prior express consent to receive text alerts shall continue indefinitely unless you comply with the method described in the above sentence for cancelling your prior express consent. You agree that other methods or means attempted to revoke your prior express consent (e.g. phone call to a Royal, a letter sent to a Royal address, an email sent to a Royal email address, a conversation with or a voicemail message left with a Royal team member, etc.) are not valid means for revoking your consent and will not be recognized by Royal, and you hereby release Royal from any liability related to your efforts to revoke your prior express consent by other methods or means.

If revoking your consent by texting **"STOP" to 23618 for your Debit Card transactions or 37268 for your Credit Card transactions**, your text message must contain only the word "STOP" without any additional words, spaces, or characters either before or after the word "STOP." You hereby release Royal from any liability for your efforts to revoke your permission via a text message that does not strictly comply with the terms stated in the first sentence of this paragraph.

By opting into Fraud Text Alerts, you hereby grant Royal express permission (without qualification) to respond to your cancellation request by texting **"STOP" to 23618 for your Debit Card transactions or 37268 for your Credit Card transactions** with a confirmatory text message in return that will (i) confirm receipt of your cancellation request as well as (ii) indicate that you will no longer receive text alerts from Royal. Royal will reasonably endeavor to send you a text message confirming your cancellation of text alerts in a timely manner.

Royal does not charge a fee for Fraud Text Alerts. Check your mobile phone carrier plan details to see what rates may apply. The number of text alerts you may receive depends on the frequency and nature of your financial activity.

Royal reserves the right to change these terms or cancel the Fraud Text Alerts at any time. Please check this Disclosure on a regular basis for changes. Your continued use of and acceptance of text alerts after changes to the Disclosure are posted will mean that you accept the modified terms.

In no event and under no cause of action, including negligence, shall Royal or its vendors or their respective affiliates, officers, directors, customers, members, employees or authorized agents (collectively, the "providers"), or your mobile phone carrier(s), be liable for any damages, claims or losses incurred (including direct, compensatory, incidental, indirect, special, consequential or exemplary damages), however caused and under any theory of liability, arising from or in connection with text Alert services, and/or these terms, even if a provider is advised of the possibility of such damages, claims or losses.

Without limiting the generality of the foregoing, the providers shall not be liable to you or any third party for: (i) your use of or inability to use the Fraud Text Alerts for any reason; (ii) any inaccuracy, incompleteness or misinformation contained in any information provided through the Fraud Text Alerts; (iii) unauthorized access to, or alteration or loss of, your transmissions, data or other information that is collected, stored or sent in connection with the Fraud Text Alerts; (iv) errors, system down time, network or system outages, file corruption or service interruptions; or (v) any other use by you of the Fraud Text Alerts. In addition, the providers shall not be liable if the Fraud Text Alerts cannot (or any part thereof) cannot be provided or for any failure to perform any obligations contained in these terms due to, directly or indirectly, the failure of any equipment, transmission or delivery problems, or any industrial dispute, war, natural disaster, act of terrorism, explosion, act of god or any other event beyond our control.

You can text **"HELP" to 23618 for your Debit Card transactions or 37268 for your Credit Card transactions** for help or call Royal at 800-341-9911 for more information.



ROYAL  
CREDIT  
UNION

800-341-9911 • [rcu.org](http://rcu.org)

Your savings federally insured to \$250,000

**NCUA**

National Credit Union  
Administration, a U.S.  
Government Agency