

TALERIS CREDIT UNION

Agreements & Disclosures



*Information contained herein is as of May, 2018 . Current updates are available on the Taleris website:  
[www.taleriscu.org](http://www.taleriscu.org) or by calling Member Services at 216.739.2300 or 800.828.6446 toll free. MD0.004*



## DEPOSITOR / MEMBER AGREEMENT

HEREIN THESE AGREEMENTS AND DISCLOSURES TALERIS CREDIT UNION, INC. IS Also known as "TCU," "We," "Our," "Us" or "Credit Union" and the DEPOSITOR/ MEMBER is also known herein as "You" or "Your".

Membership in Taleris Credit Union, Inc. (TCU) also known herein as TCU requires that a share (\$5.00 par value) is purchased and maintained. A Savings Account is initially established in which the share is maintained. This account will be referred to as the Primary Savings (Share) Account. If the balance in this account falls below \$5.00 (the cost of the required share) at any time, membership is considered terminated and all privileges will be suspended pursuant to the Depositor Agreement Bylaw Requirements below.

All account relationships will have the same type of ownership as the Primary Savings Account. For example, the Primary Savings Account is opened as an Individual Account therefore subsequent related accounts (savings, clubs, checking etc.) will be opened as Individual Accounts.

Eligibility for Membership and Loans include Employment, Credit Bureau and ChexSystems verification.

In the event of either [written] notice of the existence of a dispute between the owners, beneficiaries/POD payees, or other persons concerning their respective rights of ownership to the funds contained in, or proposed to be withdrawn, or previously withdrawn, from an account(s), or TCU's uncertainty as to who is entitled to the funds in an account(s), we reserve the right to place an administrative hold on the funds in the account(s), notify all owners, beneficiaries/POD payee(s), and/or all other persons claiming an interest in the account(s), of either the dispute or TCU's uncertainty as to who is entitled to the funds, and will not release the funds to any owners, beneficiary(s) POD Payee(s) or other persons claiming an interest in funds in the account, until TCU receives either: a request for payment in writing agreed to by all owners, beneficiary(s) POD Payee(s), or all other persons claiming an interest in funds held in an account(s), or the payment is authorized or directed by a court of proper jurisdiction.

### **INDIVIDUAL SAVINGS (SHARE) ACCOUNT INCLUDES PAYABLE ON DEATH (P.O.D.) AND FIDUCIARY ACCOUNTS SUCH AS MINOR (CUSTODIAN), WARD (GUARDIAN) RECIPIENT OF SOCIAL SECURITY FUNDS (REPRESENTATIVE PAYEE) ESTATE (EXECUTRIX/EXECUTOR).**

Bylaw Requirement. As stated in Article IV of the TCU Code of Regulations, a member who fails to complete payment of one share may be terminated from membership. Shares may be transferred only from one member to another, by written instrument in such form as TCU may prescribe. TCU reserves the right, at any time, to require members to give in writing, not to exceed 60 days notice of intention to withdraw the whole or any part of the amounts so paid in by them (see Code of Regulations Article IV). Shares paid in under an accumulated payroll deduction plan may not be withdrawn until credited to a member's account. No member may withdraw shareholdings that are pledged as required security on loans without the written approval of the credit committee or a loan officer, except to the extent that such shares exceed the member's total primary and contingent liability to TCU. No member may withdraw any shareholdings below the amount of his/her primary or contingent liability to TCU if he/she is delinquent as a borrower, or if borrowers for whom he/she is co-maker, indorser or guarantor are delinquent, without the written approval of the credit committee or loan officer.

The provisions of this paragraph govern share accounts with TCU where the Primary Member/Owner ("Depositor") signs a Membership Application form requesting a Savings Account for which no Co-Owner is indicated. TCU is authorized to recognize the sole signature of Depositor in the payment of funds or the transaction for any business for the account, and Depositor assents to and agrees to all provisions of TCU's Articles, Bylaws, and Regulations, as now in effect and as hereafter amended, including provisions for service charges and other rules in connection with Savings Accounts. Depositor agrees with TCU that the account and all credits and deposits thereto and dividends thereon shall be owned by Depositor. Depositor authorizes and directs TCU to act pursuant to his or her signature in any matter in connection with the account including, but not by limitation, to pay, without any liability for such payment, to or to the order of Depositor at any time all or any part of the balance of the account. TCU is authorized to accept checks or other instruments of credit to the account and to supply any needed endorsement of Depositor. Withdrawals or redemptions may not be made on account of deposited items until collected, and any item not actually collected in money received by TCU may be charged back to the account. Whether or not specifically pledged, all balances in the account shall be subject to setoff by TCU to apply to any obligation of Depositor to TCU, including credit card obligations. All funds on deposit are subject to garnishment and bankruptcy orders. The account may be closed by TCU at any time by the mailing of a check payable to Depositor and a notice of closing in an envelope addressed to the last address of which Depositor has notified TCU in writing as shown by TCU's records. The Savings Account and this Depositor Agreement shall be governed by the laws of Ohio.

### **JOINT AND SURVIVORSHIP SAVINGS (SHARE) ACCOUNT AGREEMENT**

The provisions of this paragraph govern share accounts with TCU, where the Primary Member/Owner and one or more persons designated to be Co-Owners all sign a Membership Application form requesting a Savings Account, the Primary Member/Owner and all Co-Owners being together called "Depositors." All Depositors shall be joint owners of the Savings Account even though only the person designated "Primary Member/Owner" is required to be a member of TCU and entitled to all other benefits of membership. Depositors agree to the provisions of TCU's Articles, Bylaws, and Regulations, as is now in effect and as hereafter amended, including provisions for service charges and other rules in connection with Savings Accounts. Depositors agree with TCU that the account and all credits and deposits thereto and dividends thereon shall be owned by Depositors. Depositors authorize and direct TCU to act pursuant to his or her signature in any matter in connection with the account including, but not by limitation, to pay, without any liability for such payment, to or to the order of Depositors at any time all or any part of the then balance of the account. TCU is authorized to accept checks or other instruments of credit to the account and to supply any needed endorsement of Depositors. Withdrawals or redemptions may not be made on account of deposited items until collected, and any item not actually collected in money received by TCU may be charged back to the account. Whether or not specifically pledged, all balances in the account shall be subject to setoff by TCU to apply to any obligation of Depositor to TCU, including credit card obligations. All funds on deposit are subject to garnishment and bankruptcy orders. The account may be closed by TCU at any time by the mailing of a check payable to the Depositors and a notice of closing in an envelope addressed to the last address of which Depositors have notified TCU in writing as shown by TCU's records. The Savings Account and this Depositors Agreement shall be governed by the laws of Ohio.

### **TRUST SAVINGS (SHARE) ACCOUNT AGREEMENT**

The provisions of this paragraph govern share accounts with TCU where the Trustee (Settlor) for a Revocable Trust or the Trustee or Beneficiary for an Irrevocable Trust as a Primary Member/Owner signs a Membership Application form requesting a Savings Account to accept deposits held in trust according to an established trust drafted by an attorney. TCU is authorized to recognize the signature of the Trustee (as indicated in the trust document) as the "Depositor" in the payment of funds or the transaction for any business for the account. The Depositor assents to and agrees to all provisions of TCU's Articles, Bylaws, and Regulations, as now in effect and hereafter amended, including provisions for service charges and other rules in connection with Savings Accounts. Depositor agrees with TCU that the account and all credits and deposits thereto and dividends thereon shall be owned by the designated beneficiary as named in the trust document. The Depositor authorizes and directs TCU to act pursuant to his or her signature in any matter in connection with the account including, but not by limitation, to pay, without any liability for such payment, to or to the order of Depositor at any time all or any part of the balance of the account. TCU is authorized to accept checks or other instruments of credit to the account and to supply any needed endorsement of Depositor. Withdrawals or redemptions may not be made on account of deposited items until collected, and any item not actually collected in money received by TCU may be charged back to the account. Whether or not specifically pledged, all balances in the account shall be subject to setoff by TCU to apply to any obligation of Depositor to TCU, including credit card obligations. All funds on deposit are subject to garnishment and bankruptcy orders. The account may be closed by TCU at any time by the mailing of a check payable as titled in the trust agreement and notice of closing in an envelope addressed to the last address of which Depositor has notified TCU in writing as shown by TCU's records. The Savings Account and this Depositor agreement shall be governed by the laws of Ohio.

### **CHECKING (SHARE DRAFT) ACCOUNT AGREEMENT**

The provisions of this paragraph govern Share Accounts with TCU where the Primary Member/Owner has signed a Membership Application form requesting a Checking Account. The account is a Share Draft Account, and share drafts are also referred to as "checks" herein. TCU is authorized to pay checks signed by the Primary Member/Owner, or by any other person designated to be Co-Owner on the Membership Application and to charge the payments against the account. If there are one or more Co-Owners on the account, the account and all credits and deposits thereto and dividends thereon shall be owned by the Primary Member/Owner and all Co-Owners as joint tenants with right of survivorship and not as tenants in common. Any joint tenant may pledge all funds in the account as security for a loan, and all funds in the account shall be subject to setoff for any debt of any joint tenant to TCU, including credit card obligations. The following provisions also apply.

It is agreed that:

- A. Only methods approved by TCU may be used to withdraw funds from this Checking Account;
- B. TCU is under no obligation to pay a check which exceeds the balance in the Checking Account; TCU may, however, pay such a check and charge the amount of the resulting overdraft plus a service charge against any other share account from which the person who signed the check is entitled to withdraw; TCU is under no obligation to pay a check on which the date is more than six months old or is "post-dated;"
- C. Except for negligence, TCU is not liable for an action it takes regarding the payment or non-payment of a check;
- D. Any objections respecting any item shown on a monthly statement of the Checking Account, shall be waived unless made in writing to TCU on or before the twentieth day following the day the statement is mailed;
- E. All non-cash payments (deposits) received on shares in the Checking Account will be credited subject to final payment/collection by TCU;
- F. The Checking Account shall be subject to service charges in accordance with the Schedule of Service Charges, adopted by TCU from time to time;
- G. The use of the Checking Account is subject to such other terms, conditions, and requirements as TCU may establish from time to time;
- H. If the Membership Application is signed by more than one person, this agreement is subject to the additional terms and conditions of any Joint Account Agreement that applies to a share account in these joint names.
- I. Electronic Check Conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your account using information from your check to:
  - 1. Pay for purchases.
  - 2. Pay bills.

### JOINT CHECKING ACCOUNT AGREEMENT

TCU is hereby authorized to recognize any of the signatures subscribed on the Checking Section of the Membership Application hereof in the payment of funds or the transaction of any business for this account. The joint owners (co-owners) of this account hereby agree with each other and with TCU, that all sums now paid on shares, or heretofore or hereafter paid on shares by any or all of said joint owners are and shall be owned by them jointly, with right of survivorship and be subject to the withdrawal or receipt of any of them, and payment to any of them or the survivors shall be valid and discharge TCU from any liabilities for such payment.

### ACCOUNTS OF BUSINESSES AND ORGANIZATIONS

Accounts held in the name of a business, organization, or association member are subject to all of the conditions and terms contained in this Agreement for natural person accounts, and the following additional rules. TCU reserves the right to require the business member to provide an account authorization card or other documentary evidence satisfactory to the credit union informing TCU who is authorized to act on the business member's behalf. No POD beneficiary designation or other designation shall apply to the account. You agree to notify TCU of any change in this representative authority of your agent. TCU may rely on your written authorization until such time as TCU is informed of changes in writing and has had a reasonable time to act upon such notice. TCU may require that third-party checks payable to a business may not be cashed, but must be deposited to a business account. You agree that TCU shall have no notice of any breach of fiduciary duties arising from any transactions by any agent of the account owner, unless TCU has actual notice of such breach.

## TRUTH IN SAVINGS DISCLOSURE

The Board of Directors declares dividends based on current income and available earnings of Taleris Credit Union, Inc. (TCU), after providing for the required reserves at the end of the month. The dividend rate and Annual Percentage Yield shown may reflect either the last dividend declaration date on the account or the earnings TCU anticipates having available for distribution.

### SAVINGS ACCOUNT

Savings Accounts include your Primary Savings Account, Share Type 00, and any other Savings Accounts identified for example Share Type 01, 03, or 07 on your Account Statement and Club Accounts.

**Rate Information.** The dividend rate and the Annual Percentage Yield may change every month. We may change the dividend rate for your account as determined by Taleris Credit Union, Inc.'s Board of Directors. Current rates are available by calling 216.739.2300 or 800.828.6446 (listen to directions), or by visiting our website: [www.taleriscu.org](http://www.taleriscu.org).

**Compounding and Crediting.** Dividends will be compounded quarterly and will be credited to your account quarterly.

**Dividend Period.** For this account type, the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period and, for the example above, is March 31.

If you close your Savings Account before dividends are paid, you will not receive the accrued dividends.

**Minimum Account Opening /Balance Requirements.** The minimum required to open this account is the purchase of a share in TCU. The par value of a share in TCU is \$5.00. There is no minimum balance requirement to open any other Savings or Club Account once the affiliated Primary Savings Account is opened. You must maintain a \$100.00 minimum daily balance in your account to obtain the disclosed Annual Percentage Yield.

**Balance Computation Method.** Dividends are calculated using the daily balance method. The daily balance method applies a periodic rate to the daily balance in the account for the period.

**Accrual of Dividends on Non-cash Deposits.** Dividends will begin to accrue on the business day you place non-cash items (for example, checks) into your account.

**Fees and Charges.** Refer to the current "Schedule of Service Charges" for any fees associated with this account.

**Transaction Limitations.** TCU reserves the right to require a member intending to make a withdrawal from an account to give notice in writing of this intent not less than seven days before such withdrawal.

During any statement period, you may not make more than six withdrawals or transfers to another TCU account or to a third party by means of a preauthorized or automatic transfer, online banking, telephone order or instruction. If you exceed the transfer limitations, set forth above in any calendar month/statement period your account may be subject to closure by TCU.

**Nature of Dividends.** Dividends are paid from current income and available earnings, after required transfers to reserves at the end of the dividend period.

**Bylaw Requirement.** You must complete the purchase of at least one share in this Credit Union as a condition of membership.

**American Share Insurance.** All accounts are insured to \$250,000 by ASI (American Share Insurance) a private, member-owned insurer. This institution is not federally insured, and if the institution fails, the Federal Government does not guarantee that depositors will get back their money. MEMBERS' ACCOUNTS ARE NOT INSURED OR GUARANTEED BY ANY GOVERNMENT OR GOVERNMENT SPONSORED AGENCY.

### BUSINESS SAVINGS ACCOUNT

**Rate Information.** The dividend rate and the Annual Percentage Yield may change every month. We may change the dividend rate for your account as determined by Taleris Credit Union, Inc.'s Board of Directors. Current rates are available by calling 216.739.2300 or 800.828.6446 (listen to directions), or by visiting our website: [www.taleriscu.org](http://www.taleriscu.org).

**Compounding and Crediting.** Dividends will be compounded quarterly and credited to your account quarterly.

**Dividend Period.** For this account type, the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period and, for the example above, is March 31.

If you close your Savings Account before dividends are paid, you will not receive the accrued dividends.

**Minimum Account Opening/Balance Requirements.** The minimum required to open this account is \$100.00 which includes the \$5.00 par value of a Share in TCU. You must maintain a \$100.00 minimum daily balance in your Business Savings Account to obtain the disclosed Annual Percentage Yield.

**Balance Computation Method.** Dividends are calculated using the average daily balance method. The average daily balance method applies a periodic rate to the average daily balance in the account for the period.

**Accrual of Dividends on Non-cash Deposits.** Dividends will begin to accrue on the business day you place non-cash items (for example, checks) into your account.

**Fees and Charges.** Refer to the current "Business Account Fees Structure" for any fees associated with this account.

**Transaction Limitations.** TCU reserves the right to require a member intending to make a withdrawal from an account to give notice in writing of this intent not less than seven days before such withdrawal.

During any statement period, you may not make more than six withdrawals or transfers to another TCU account or to a third party by means of a preauthorized or automatic transfer, online banking, telephone order or instruction. If you exceed the transfer limitations, set forth above in any calendar month/statement period your account may be subject to closure by TCU.

**Nature of Dividends.** Dividends are paid from current income and available earnings, after required transfers to reserves at the end of the dividend period.

**Bylaw Requirement.** You must complete the purchase of at least one share in this Credit Union as a condition of membership.

**American Share Insurance.** All accounts are insured to \$250,000 by ASI (American Share Insurance) a private, member-owned insurer. This institution is not federally insured, and if the institution fails, the Federal Government does not guarantee that depositors will get back their money. MEMBERS' ACCOUNTS ARE NOT INSURED OR GUARANTEED BY ANY GOVERNMENT OR GOVERNMENT SPONSORED AGENCY.

### BASIC CHECKING ACCOUNT

**Rate Information.** This is a non-interest bearing account.

**Minimum Account Opening/ Balance Requirements.** There is no minimum balance requirement to open this account once the affiliated Primary Savings Account is opened. However, a direct deposit to this account must begin within the first 60 days this account is open. A direct deposit must be made at least monthly for the entire time the account is open. If a direct deposit is not made during a monthly statement period, at month end the account type will change and the account will be considered a Classic Checking Account with the account requirements and fee schedule for a Classic Checking Account.

**Fees and Charges.** Refer to the current "Schedule of Service Charges" for fees associated with this account. Member Balance Guardian (MBG) overdraft fees will be imposed for overdrafts created by any transaction other than ATM withdrawal, teller 24e, or Audio Account Access (these transactions are not eligible for the Member Balance guardian program).

**Transaction Limitations.** Withdrawals from your Checking Account are limited to the amount of available funds in your account on the day that we receive the drafts (checks).

Cash withdrawals from ATMs are limited to a maximum of \$250.00 of the available funds per day.

The maximum Point-of-Sale purchase is \$1,000.00 of the available funds per day.

**Bylaw Requirement.** You must complete the purchase of at least one share in this Credit Union as a condition of membership.

**American Share Insurance.** All accounts are insured to \$250,000 by ASI (American Share Insurance) a private, member-owned insurer. This institution is not federally insured, and if the institution fails, the Federal Government does not guarantee that depositors will get back their money. MEMBERS' ACCOUNTS ARE NOT INSURED OR GUARANTEED BY ANY GOVERNMENT OR GOVERNMENT SPONSORED AGENCY.

### CLASSIC CHECKING ACCOUNT

**Rate Information.** The dividend rate and Annual Percentage Yield may change every month. We may change the dividend rate for your account as determined by Taleris Credit Union, Inc.'s Board of Directors. Current rates are available by calling 216.739.2300 or 800.828.6446 (listen to directions), or by visiting our website: [www.taleriscu.org](http://www.taleriscu.org).

**Compounding and Crediting.** Dividends will be compounded quarterly and will be credited to your account quarterly.

**Dividend Period.** For this account type, the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above, is March 31.

If you close your Checking Account before dividends are paid, you will not receive the accrued dividends.

**Minimum Account Opening/Balance Requirements.** There is no minimum balance requirement to open this account once the affiliated Primary Savings Account is opened. This is a tiered rate account. You must maintain at least the minimum daily balance of the tier for the dividends to accrue for that day and to earn the disclosed Annual Percentage Yield.

**Balance Computation Method.** Dividends are calculated using the daily balance method. The daily balance method applies a periodic rate to the daily balance in the account for the period. A table is provided at the time of account opening.

**Accrual of Dividends on Non-cash Deposits.** Dividends will begin to accrue on the business day you place non-cash items (for example, checks) into your account.

**Fees and Charges.** Refer to the current "Schedule of Service Charges" for fees associated with this account. Member Balance Guardian (MBG) overdraft fees will be imposed for overdrafts created by any transaction other than ATM withdrawal, teller 24e, or Audio Account Access (these transactions are not eligible for the Member Balance Guardian program).

**Transaction Limitations.** Withdrawals from your Checking Account are limited to the amount of available funds in your account on the day that we receive the drafts (checks).

Cash withdrawals from ATMs are limited to a maximum of \$250.00 of the available funds per day.

The maximum Point-of-Sale purchase is \$1,000.00 of the available funds per day.

**Nature of Dividends.** Dividends are paid from current income and available earnings, after required transfers to reserves at the end of the dividend period.

**Bylaw Requirement.** You must complete the purchase of at least one share in this Credit Union as a condition of membership.

**American Share Insurance.** All accounts are insured to \$250,000 by ASI (American Share Insurance) a private, member-owned insurer. This institution is not federally insured, and if the institution fails, the Federal Government does not guarantee that depositors will get back their money. MEMBERS' ACCOUNTS ARE NOT INSURED OR GUARANTEED BY ANY GOVERNMENT OR GOVERNMENT SPONSORED AGENCY.

## STANDARD BUSINESS CHECKING ACCOUNT

**Rate Information.** This is a non-interest bearing account.

**Minimum Account Opening/ Balance Requirements.** There is a \$100.00 minimum balance requirement to open this account once the affiliated Primary Share Business Savings Account is opened.

**Fees and Charges.** Refer to the current "Business Account Fee Structure" for fees associated with this account. Member Balance Guardian (MBG) overdraft fees will be imposed for overdrafts created by any transaction other than ATM withdrawal, teller 24e, or Audio Account Access (these transactions are not eligible for the Member Balance Guardian program).

**Transaction Limitations.** Withdrawals from your Checking Account are limited to the amount of available funds in your account on the day that we receive the drafts (checks).

Cash withdrawals from ATMs are limited to a maximum of \$250.00 of the available funds per day.

The maximum Point-of-Sale purchase is \$1,000.00 of the available funds per day.

**Bylaw Requirement.** You must complete the purchase of at least one share in this Credit Union as a condition of membership.

**American Share Insurance.** All accounts are insured to \$250,000 by ASI (American Share Insurance) a private, member-owned insurer. This institution is not federally insured, and if the institution fails, the Federal Government does not guarantee that depositors will get back their money. MEMBERS' ACCOUNTS ARE NOT INSURED OR GUARANTEED BY ANY GOVERNMENT OR GOVERNMENT SPONSORED AGENCY.

## PREMIERE BUSINESS CHECKING ACCOUNT

**Rate Information.** The dividend rate and Annual Percentage Yield may change every month. We may change the dividend rate for your account as determined by Taleris Credit Union, Inc.'s Board of Directors. Current rates are available by calling 216.739.2300 or 800.828.6446, (listen to directions), or by visiting our website: [www.taleriscu.org](http://www.taleriscu.org).

**Compounding and Crediting.** Dividends will be credited to your account quarterly.

**Dividend Period.** For this account type, the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above, is March 31.

If you close your Checking Account before dividends are paid, you will not receive the accrued dividends.

**Minimum Balance Requirements.** There is a \$100.00 minimum balance requirement to open this account once the affiliated (Primary Share) Business Savings Account is opened. You must maintain a \$5,000.00 average daily balance to earn the disclosed Annual Percentage Yield.

**Balance Computation Method.** Dividends are calculated using the average daily balance method. The average daily balance method applies a periodic rate to the average balance in the account for the period.

**Accrual of Dividends on Non-cash Deposits.** Dividends will begin to accrue on the business day you place non-cash items (for example, checks) into your account.

**Fees and Charges.** Refer to the current "Business Account Fee Structure" for fees associated with this account. Member Balance Guardian (MBG) overdraft fees will be imposed for overdrafts created by any transaction other than ATM withdrawal, teller 24e, or Audio Account Access (these transactions are not eligible for the Member Balance Guardian program).

**Transaction Limitations.** Withdrawals from your Checking Account are limited to the amount of available funds in your account on the day that we receive the drafts (checks).

Cash withdrawals from ATMs are limited to a maximum of \$250.00 of the available funds per day.

The maximum Point-of-Sale purchase is \$1,000.00 of the available funds per day.

**Nature of Dividends.** Dividends are paid from current income and available earnings, after required transfers to reserves at the end of the dividend period.

**Bylaw Requirement.** You must complete the purchase of at least one share in this Credit Union as a condition of membership.

**American Share Insurance.** All accounts are insured to \$250,000 by ASI (American Share Insurance) a private, member-owned insurer. This institution is not federally insured, and if the institution fails, the Federal Government does not guarantee that depositors will get back their money. MEMBERS' ACCOUNTS ARE NOT INSURED OR GUARANTEED BY ANY GOVERNMENT OR GOVERNMENT SPONSORED AGENCY.

#### HOLIDAY ACCOUNT

**Rate Information.** The dividend rate and the Annual Percentage Yield may change every month. We may change the dividend rate for your account as determined by Taleris Credit Union, Inc.'s Board of Directors. Current rates are available by calling 216.739.2300 or 800.828.6446 (listen to directions), or by visiting our website: [www.taleriscu.org](http://www.taleriscu.org).

**Compounding and Crediting.** Dividends will be compounded quarterly and will be credited to your account quarterly.

**Dividend Period.** For this account type, the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period and for the example above is March 31.

If you close your Holiday Account before dividends are paid, you will not receive the accrued dividends.

**Minimum Account Opening/Balance Requirements.** There is no minimum balance requirement to open this account once the affiliated Primary Savings Account is opened.

You must maintain a \$100 minimum daily balance in your account to obtain the disclosed Annual Percentage Yield.

**Balance Computation Method.** Dividends are calculated using the daily balance method. The daily balance method applies a periodic rate to the daily balance in the account for the period.

**Accrual of Dividends on Non-cash Deposits.** Dividends will begin to accrue on the business day you place non-cash items (for example, checks) into your account.

**Fees and Charges.** Refer to the current "Schedule of Service Charges" for any fees associated with this account.

**Transaction Limitations.** No withdrawals are allowed from this account until the end of the term. At the end of the term, on October 15th (annually), or the nearest business day, the funds will be transferred to a Checking Account. If no Checking Account is available, the funds will be transferred to the Primary Savings Account.

**Nature of Dividends.** Dividends are paid from current income and available earnings, after required transfers to reserves at the end of the dividend period.

**Bylaw Requirement.** You must complete the purchase of at least one share in this Credit Union as a condition of membership.

**American Share Insurance.** All accounts are insured to \$250,000 by ASI (American Share Insurance) a private, member-owned insurer. This institution is not federally insured, and if the institution fails, the Federal Government does not guarantee that depositors will get back their money. MEMBERS' ACCOUNTS ARE NOT INSURED OR GUARANTEED BY ANY GOVERNMENT OR GOVERNMENT SPONSORED AGENCY.

#### CLUB ACCOUNTS (REFER TO SAVINGS ACCOUNT DISCLOSURE)

##### MONEY MARKET ACCOUNT

**Rate Information.** This is a tiered rate account. The rate is based on the average daily balance for the entire dividend period. Refer to the table provided at the time of account opening.

The dividend rate and Annual Percentage Yield may change every week. Current rates are available by calling 216.739.2300 or 800.828.6446 (listen to the directions), or by visiting our website: [www.taleriscu.org](http://www.taleriscu.org)

**Compounding and Crediting.** Dividends will be compounded monthly and will be credited to your account monthly.

**Dividend Period.** For this account type the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period and for the example above is January 31.

If you close your account before dividends are paid, you will not receive the accrued dividends.

**Minimum Balance Requirements.** The minimum balance required to open this account is \$100.00.

You must maintain at least the minimum daily balance of the tier for the dividends to accrue for that day.

**Balance Computation Method.** Dividends are calculated using the average daily balance method. The average daily balance method applies a periodic rate to the average daily balance in the account for the period.

**Accrual and Dividends on Non-cash Deposits.** Dividends will begin to accrue on the business day you place non-cash items (for example checks) into your account.

**Fees and Charges.** Refer to the current "Schedule of Service Charges" for any fees associated with this account.

**Transaction Limitations.** During any statement period, you may not make more than six withdrawals or transfers to another TCU account or to a third party by means of a preauthorized or automatic transfer, online banking, telephone order or instruction. If you exceed the transfer limitations, set forth above in any calendar month/statement period your account may be subject to closure by TCU.

**Nature of Dividends.** Dividends are paid from current income and available earnings, after required transfers to reserves at the end of the dividend period.

**Bylaw Requirement.** You must complete the purchase of at least one share in this Credit Union as a condition of membership.



**American Share Insurance.** All accounts are insured to \$250,000 by ASI (American Share Insurance) a private member owned insurer. This institution is not federally insured, and if the institution fails, the Federal Government does not guarantee that depositors will get back their money. MEMBERS' ACCOUNTS ARE NOT INSURED OR GUARANTEED BY ANY GOVERNMENT OR GOVERNMENT SPONSORED AGENCY.

### TERM SHARE CERTIFICATE ACCOUNT

**Rate Information.** The current Annual Percentage Yield and Annual Percentage Rate are available by calling 216.739.2300 or 800.828.6446 (listen to directions), or by visiting our website: <https://www.taleriscu.org>.

**Compounding and Crediting.** Dividends will be compounded quarterly and will be credited to your account quarterly. Alternately, you may choose to have dividends paid to you or to another account rather than credited to this account.

The Annual Percentage Yield is based on the assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

**Dividend Period.** Accounts with a term of 3 months to 5 months, the dividend is posted at maturity. Accounts with a term of 6 months to 60 months, the dividend period is every three months on the anniversary of date opened. For example, the dividend posted for an account opened on February 17th would be on May 17th and every three months thereafter until maturity.

If you close your Term Share Certificate Account before dividends are paid, you will not receive the accrued dividends.

**Minimum Balance Requirements.** The minimum balance required to open this account is \$500.00.

You must maintain a minimum daily balance of \$500.00 in this account to earn the disclosed Annual Percentage Yield.

**Balance Computation Method.** Dividends are calculated using the daily balance method. The daily balance method applies a periodic rate to the daily balance in the account for the period.

**Accrual of Dividends on Non-cash Deposits.** Dividends will begin to accrue on the business day you place non-cash items (for example, checks) into your account.

Fees and Charges. Refer to the current "Schedule of Service Charges" for any fees associated with this account.

**Transaction Limitations.** After the account is opened, you may not make additions into the account until the maturity date stated on the account. Not transferable.

**Time Requirements.** Various terms are available for Term Share Certificates. Current term offerings are available by calling 216.739.2300 or 800.828.6446, or by visiting our website: <https://www.taleriscu.org>.

**Early Withdrawal Penalties.** A penalty may be imposed for withdrawals before maturity. The penalty we may impose will equal 90 days dividends on the amount withdrawn except for Term Share Certificate Accounts with a term of twelve (12) months or longer, opened or renewed on or after May 1, 2013. For a Term Share Certificate with a term of twelve (12) months or longer, opened or renewed on or after May 1, 2013, the penalty we may impose will equal one hundred eighty (180) days dividends on the amount withdrawn.

There are certain circumstances, such as death or incompetence of an owner, where we may waive or reduce this penalty.

**Withdrawals of Dividends Prior to Maturity.** The Annual Percentage Yield is based on the assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

**Nature of Dividends.** Dividends are paid from current income and available earnings, after required transfers to reserves at the end of the dividend period.

**Bylaw Requirement.** You must complete the purchase of at least one share in this Credit Union as a condition of membership.

**Automatically Renewable Account.** This account will automatically renew at maturity. You will receive a renewal notice with a 10-day grace period.

**American Share Insurance.** All accounts are insured to \$250,000 by ASI (American Share Insurance) a private, member-owned insurer. This institution is not federally insured, and if the institution fails, the Federal Government does not guarantee that depositors will get back their money. MEMBERS' ACCOUNTS ARE NOT INSURED OR GUARANTEED BY ANY GOVERNMENT OR GOVERNMENT SPONSORED AGENCY.

### INDIVIDUAL RETIREMENT ACCOUNT (IRA) SAVINGS (INCLUDES ROTH & COVERDELL EDUCATION SAVINGS ACCOUNTS)

**Rate Information.** The dividend rate and the Annual Percentage Yield may change every month. We may change the dividend rate for your account as determined by Taleris Credit Union, Inc.'s Board of Directors. Current rates are available by calling 216.739.2300 or 800.828.6446 (listen to directions), or by visiting our website: <https://www.taleriscu.org>.

**Compounding and Crediting.** Dividends will be compounded quarterly, and will be credited to your account quarterly.

**Dividend Period.** For this account type, the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period and for the example above, is March 31.

If you close your IRA Savings account before dividends are paid, you will not receive the accrued dividends.

**Minimum Balance Requirements.** The minimum balance to open this account is \$100.00.

You must maintain a minimum daily balance of \$100.00 in this account to earn the disclosed Annual Percentage Yield.

**Balance Computation Method.** Dividends are calculated using the daily balance method. The daily balance method applies a periodic rate to the daily balance in the account for the period.

**Accrual of Dividends on Non-cash Deposits.** Dividends will begin to accrue on the business day you deposit non-cash items (for example checks) to the account.



**Fees and Charges.** A Custodial Fee will be deducted annually (Refer to the current "Schedule of Service Charges").

**Transaction Limitations.** TCU reserves the right to require a member intending to make a withdrawal from an account to give notice in writing of this intent not less than seven days before such withdrawal.

During any statement period, you may not make more than six withdrawals or transfers to another TCU account or to a third party by means of a preauthorized or automatic transfer, online banking, telephone order or instruction. If you exceed the transfer limitations, set forth above in any calendar month/statement period your account may be subject to closure by TCU.

You may make withdrawals or transfers to TCU accounts of yours by completing the proper authorizations.

A 10% Federal Withholding penalty may apply if you make a withdrawal from Traditional and Roth IRA's prior to reaching age 59 ½.

**Nature of Dividends.** Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period.

**Bylaw Requirement.** You must complete the purchase of at least one share in this Credit Union as a condition of membership.

**American Share Insurance.** All accounts are insured to \$250,000 by ASI (American Share Insurance) a private, member-owned insurer. This institution is not federally insured, and if the institution fails, the Federal Government does not guarantee that depositors will get back their money. MEMBERS' ACCOUNTS ARE NOT INSURED OR GUARANTEED BY ANY GOVERNMENT OR GOVERNMENT SPONSORED AGENCY.

### INDIVIDUAL RETIREMENT ACCOUNT (IRA) CERTIFICATE (INCLUDES ROTH & COVERDELL EDUCATION SAVINGS ACCOUNTS)

**Rate Information.** The current Annual Percentage Yield and Annual Percentage Rate are available by calling 216.739.2300 or 800.828.6446 (listen to directions), or by visiting our website: <https://www.taleriscu.org>.

**Compounding and Crediting.** Dividends will be compounded quarterly and will be credited to your account quarterly. Alternately, you may choose to have dividends paid to you or to another account rather than credited to this account.

The Annual Percentage Yield is based on the assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

**Dividend Period.** Accounts with a term of 3 months to 5 months, the dividend is posted at maturity. Accounts with a term of 6 months to 60 months, the dividend period is every three months on the anniversary of date opened. For example, the dividend posted for an account opened on February 17th would be on May 17th and every three months thereafter until maturity.

If you close your IRA Certificate before dividends are paid, you will not receive the accrued dividends.

**Minimum Balance Requirements.** The minimum balance required to open this account is \$500.00.

You must maintain a minimum daily balance of \$500.00 in this account to earn the disclosed Annual Percentage Yield.

**Balance Computation Method.** Dividends are calculated using the daily balance method. The daily balance method applies a periodic rate to the daily balance in the account for the period.

**Accrual of Dividends on Non-cash Deposits.** Dividends will begin to accrue on the business day you place non-cash items (for example, checks) into your account.

**Fees and Charges.** A Custodial Fee will be deducted annually (Refer to the current "Schedule of Service Charges").

**Transaction Limitations.** After the account is opened, you may not make additions into the account until the maturity date stated on the account. Not transferable.

**Time Requirements.** Various terms are available for IRA Certificates. Current term offerings are available by calling 216.739.2300 or 800.828.6446 (listen to directions), or by visiting our website: <https://www.taleriscu.org>.

**Early Withdrawal Penalties.** A penalty may be imposed for withdrawals before maturity. The penalty we may impose will equal 90 days dividends on the amount withdrawn for IRA Certificates with a term of less than twelve (12) months. For IRA Certificates with a term of twelve (12) months or longer, the penalty we may impose will equal one hundred eighty (180) days dividends on the amount withdrawn.

There are certain circumstances, such as death or incompetence of an owner, where we may waive or reduce this penalty.

A 10% Federal Withholding penalty may apply if you make a withdrawal from Traditional and Roth IRA's prior to you reaching age 59 ½.

**Withdrawals of Dividends Prior to Maturity.** The Annual Percentage Yield is based on the assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

**Nature of Dividends.** Dividends are paid from current income and available earnings, after required transfers to reserves at the end of the dividend period.

**Bylaw Requirement.** You must complete the purchase of at least one share in this Credit Union as a condition of membership.

**Automatically Renewable Account.** This account will automatically renew at maturity. You will receive a renewal notice and a 10-day grace period.

**American Share Insurance.** All accounts are insured to \$250,000 by ASI (American Share Insurance) a private, member-owned insurer. This institution is not federally insured, and if the institution fails, the Federal Government does not guarantee that depositors will get back their money. MEMBERS' ACCOUNTS ARE NOT INSURED OR GUARANTEED BY ANY GOVERNMENT OR GOVERNMENT SPONSORED AGENCY.

## INTERNET AND ELECTRONIC ACCOUNT ACCESS AGREEMENTS & DISCLOSURES

*Accessibility Statement: It is our intention to make the Taleris website as accessible as possible to all our members, regardless of any physical limitations they may have. If you are using a screen reader, and have any problems using our website, please call 216.739.2314, or email [accessible@taleriscu.org](mailto:accessible@taleriscu.org) for assistance. Each page of the website includes toggles to increase screen contrast and text size. Pressing the tab key will allow users to skip to content, or skip to a menu that can be tabbed through to access pages directly. We welcome any comments or suggestions that will help our website be more accessible to any member who wishes to use it.*

### I. ELECTRONIC SIGNATURE (E-SIGN) ELECTRONIC FUNDS TRANSFER SERVICES (EFTS)

The following agreements and disclosures are required by Federal Law and outline the rights and responsibilities of Taleris Credit Union, Inc. (TCU) and you the Depositor/Member regarding your Electronic Signature (E-SIGN) Funds Transfer Services (EFTS). EFTS include Direct Deposit, use of your TCU24 ATM card, TCU MasterMoney™ debit card, Bill Payment as well as Audio Account Access, Teller24e (Personal Computer "PC" access), Mobile Banking (mobile device access) and other similar "electronic access". See Section III I.a below for computer hardware and software requirements.

In this Agreement, "TCU," "we," "us," or "our" means Taleris Credit Union, Inc. now and in the future. "Depositor," "Member," "you" or "your" means the person for whom this electronic signature is recorded and/or in whose name the TCU24 ATM card, TCU MasterMoney™ debit card or other electronic account access is issued or authorized. The TCU24 ATM card and TCU MasterMoney™ debit card are referred to as the "card" or "cards". Line of credit means your MOD (Money On Demand) credit line. "Payee" means anyone, including TCU, you designate as a Payee for Bill Pay. Access to your account(s) through "other electronic means" includes your electronic signature, Teller 24e, Bill Pay and Mobile Banking and is referred to as "electronic access".

By providing an electronic signature, you consent and agree that by selecting an item, button, or similar act/action while using any electronic service we offer: or in accessing or making any transactions concerning any document, agreement, acknowledgement, consent, term disclosure or condition constitutes your signature, acceptance and agreement as is actually signed by you in writing and is legally binding. You understand and agree that your E-Signature executed in conjunction with the electronic submission of your application will be legally binding and such transaction will be considered authorized by you. You are responsible for maintaining the information necessary for TCU to electronically contact you directly. You have the right to receive a record in paper or non-electric form (see schedule of service charges). You may withdraw your consent for using an electronic signature to apply for a membership/ account or service by terminating the application process. Once the membership/account or service is established, you may terminate this agreement by written notice to TCU, however you are obligated for any transactions in process at the time such termination notice is received by TCU. TCU reserves the right to designate specific transactions.

You are required to have a password for service and accept, agree to and be bound by all of the applicable terms, conditions, agreements and disclosures for the accounts and services provided by TCU.

Use of the card(s), Bill Pay or any other electronic access is also subject to the terms and conditions of the agreement(s), disclosures and other documents in effect from time to time governing your Checking, Savings or Loan Account(s) collectively called "Accounts", to which there is electronic access.

You are solely responsible for controlling the safekeeping of and access to, your log in ID and password for Teller 24e, Mobile Banking and Bill Pay. You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify TCU and arrange to change your log in ID and password.

Each person who requests, receives, signs, uses or authorizes another to use a card, PIN (Personal Identification Number) or password for electronic access hereby accepts liability for all transactions made and agrees the terms and conditions set forth in this Internet and Electronic Account Access Agreement & Disclosure:

#### A. Electronic Statement, disclosure and Notice Authorization

You may receive the delivery of electronic statements, consumer disclosures and notices electronically or in paper form, but not both.

You have the option of having the electronic delivery and receipt of all consumer disclosures, notices, and statements provided to you in electronic form and accessible via Teller 24e. This consent to receive electronic disclosures applies to all consumer disclosures, notices and statements provided to you by Taleris Credit Union, Inc. (TCU). In order to consent to the electronic delivery and receipt of consumer disclosures, notices, statements and any other documents that would otherwise be provided to you in paper form, you will need the hardware and software listed in III B I a, below. You understand that by electing to receive the statements, consumer disclosures and notices electronically, TCU will discontinue delivery of your paper statement, via U.S. mail after the second month that the statement is available via Teller 24e.com. You must inform TCU of any changes to your email address.

You also understand that you have the option to receive the aforementioned documents (consumer disclosures, notices and statements) in paper form if you so choose, and you may withdraw consent to receive electronic documents at any time. Please see the TCU Schedule of Service Charges at [taleriscu.org](http://taleriscu.org) for any fees associated with receiving these documents in paper form.

If you withdraw your consent for electronic delivery, consumer disclosures, notices and statements will be provided to you in paper form.

To withdraw your consent for electronic delivery, change your e-mail address with TCU, or to request paper copies of electronic consumer disclosures, notices and statements, please e-mail [support@taleris.cu.org](mailto:support@taleris.cu.org). See the TCU Schedule of Service Charges at [taleriscu.org](http://taleriscu.org) for any fees associated with receiving these documents or copies of these documents, in paper form. If you have any questions regarding these options, contact Member Services at [info@taleriscu.org](mailto:info@taleriscu.org) or by calling 216.739.2300 or 800.828.6446.

### II. CARD ACCESS

When you receive your card and PIN (Personal Identification Number) you may use the account(s) tied to your ATM card to conduct ATM transactions and with a Debit Card you may conduct ATM transactions and Point of Sale Transactions.

#### A. ATM Transactions. You may use your card and PIN to access your accounts related to your card at any STAR®, Co-Op, CU24, CIRRUS® or MAESTRO® ATM locations.

You may use your card and PIN to perform the following types of transactions:

1. Withdraw cash from Checking, or Savings
2. Make deposits
3. Transfer funds between your Checking and Savings Accounts
4. Obtain a cash advance on your MOD (Money on Demand) line-of-credit
5. Get your balance on a Checking, Savings or MOD Account.

Your ability to perform the transactions set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM may not perform or permit all of the above transactions.

Transactions at non-TCU owned ATMs may be subject to a surcharge.

#### B. Point-of-Sale Transactions (Debit Card). You may use your Debit Card to purchase goods and services from merchants who have agreed to accept the card as a means of payment. Purchases made with your card are referred to as "Point-of-Sale" (POS) transactions and will be charged against your Checking Account (See X Fees and Charges for related exchange and fee rate information).

1. The TCU MasterMoney™ debit card can be used for most Point-of-Sale transactions at most merchant locations where you see the STAR® Co-op, CU24 or CIRRUS®/MAESTRO® logos displayed. This type of transaction requires the PIN be entered and withdraws from your Checking Account immediately.

NOTE: The TCU MasterMoney™ debit card can also be used for transactions, wherever you see the MasterCard® logo. This transaction may require your signature and will be charged to your Checking Account.

- C. Daily Dollar Limits. The ATM cash withdrawal limits are separate from the Point-of-Sale (POS) limits approved for you.
  - 1. Cash Withdrawal. The TCU24 ATM card and TCU MasterMoney™ debit card may be used to withdraw cash from an ATM machine up to your limit or the available balance of your account, whichever is less. Daily cash withdrawal limits are established on a case by case basis, generally up to \$250.00 (may be subject to exception).
  - 2. Point of Sale. The TCU24 ATM card and TCU MasterMoney™ debit card may be used to conduct Point-of-Sale (POS) transactions up to your limit or the available balance of your account, whichever is less. POS transaction limits are established on a case by case basis, generally up to \$1,000.00.

### III. AUDIO ACCOUNT ACCESS, TELLER 24E ACCESS, BILL PAY, MOBILE BANKING AND OTHER ELECTRONIC ACCOUNT ACCESS

Audio Account Access, Teller 24e, Bill Pay, Mobile Banking and other electronic access are generally accessible 24 hours a day, seven days a week, except for reasonable periods on a daily basis for system maintenance.

We are not liable for any failure to provide access to Teller 24e or Mobile Banking. We may modify, suspend, or terminate access to Teller 24e or Mobile Banking at any time and for any reason without notice.

It is your responsibility to record all transactions conducted using Audio Account Access, Teller 24e, Bill Pay, Mobile Banking or any other electronic account access. We will not mail printed receipts for transactions conducted through Teller 24e Audio Account Access, or Mobile Banking except for check withdrawals.

You may terminate future use of Audio Account Access, Teller 24e, Bill Pay, Mobile Banking or any other electronic access at any time and terminate this Agreement. However, you are obligated for transactions that are in process at the time such termination notice is received by us. (See XIV, Termination).

By using Audio Account Access, Teller 24e, Bill Pay, Mobile Banking or any other electronic account access, you and any person you authorize to use your access agree to abide by the terms and conditions of this Internet and Electronic Account Access Agreement.

A. Audio Account Access. You may use your telephone to access your accounts.

B. Teller 24e Internet Access. Teller 24e is account access by means of an electronic device (for example a Personal Computer or mobile device), is accessed through the website of Taleris Credit Union, Inc. and is a requirement for Bill Pay and Mobile Banking.

- 1. Internet and electronic access require

Setup and Use of Teller 24e. In order to use Teller 24e, you must have at least one account with us. Your account(s) must be in good standing and remain in good standing with TCU. "Good standing" as defined here is having at least par value (\$5.00) in a Share Account, having never caused a loss to the credit union, and not delinquent on the credit or savings side. To access Teller 24e, you must establish a User Name and Password. Your User Name must be 8 to 15 characters, begin with a letter and utilize only letters and numbers (no special characters). Your password must be 8 to 20 characters long and contain at least one number and one letter. You must keep the password in a secure location. Any person having access to your password will be able to access Teller 24e and perform all transactions, including reviewing account information and making transfers to other accounts and to other persons.

- a. Computer Software and Hardware Requirements. Teller 24e: In order to access your account information and use other TCU products online, you must have an electronic device such as mobile device or personal computer (PC) a Microsoft Operating System, mobile software applications, Microsoft Internet Explorer (IE) mobile device and/or Firefox and have an internet connection. Any fees you may encounter through your internet or mobile device connectivity carrier service provider through the use of Teller 24e are your responsibility.
- b. Must be using Internet Explorer (IE) Browser version 7.0 or above or FireFox browser 3.6.12 or better.

2. Disclaimer of Liability. You are responsible for the correct set-up and installation of a Web browser or related software to gain Internet access to and use of Teller 24e. You agree that neither we nor any of our service providers shall be liable for any loss or damages (whether direct, indirect, special or consequential or otherwise), including economic, property, personal, or other loss or injury, whether caused by us, the hardware or software or a system-wide failure, arising or resulting from the installation, use, or maintenance of the equipment, software or other items necessary to access and/or operate Teller 24e.

3. Disclaimer of Warranties. Warranties of Fitness and Merchantability – TELLER 24e IS PROVIDED WITHOUT WARRANTY OF ANY KIND ON AN "AS IS" BASIS. YOU ASSUME ANY RISK IN USING TELLER 24e. NO GUARANTEES OR WARRANTIES OR REPRESENTATIONS ARE MADE REGARDING THE CORRECTNESS, ACCURACY, OR RELIABILITY CONCERNING YOUR USE OF TELLER 24e.

4. Computer-Related Warranties. Neither we, nor any of our subsidiaries, nor any information provider is liable for any computer virus or software-related problems that may be attributable to services provided in connection with Teller 24e.

5. Privacy Policy. Please Refer to Online Privacy Policy XIX and Privacy Notice

C. Bill Pay Services. You may use TCU bill paying service, Bill Pay, to direct TCU to make payments from your designated checking account to the "Payees" you choose in accordance with this agreement. You agree to have available and collected funds on deposit in the account you designate in amounts sufficient for all bill payments requested, as well as, any other payment obligations you have to TCU. The funds must be available on the scheduled date of payment. TCU reserves the right, without liability, to reject or reverse a bill payment if you fail to comply with the above requirement or any other term of this agreement.

If you do not have sufficient funds in the account and TCU has not exercised its right to reverse or reject a bill payment, you agree to pay for such payment obligations on demand. You further agree TCU, at its option, may charge any of your accounts with TCU to cover such payment obligations. TCU reserves the right to change the cutoff time. You will receive notice if changes occur.

- 1. How to Set up Payees/Payments

- a. To add a new payee "You" must have a TCU Checking Account, Teller 24e access and supply your e-mail address.
- b. To add a New Payee, select the "Payee" tab located in your Bill Pay application or speak to a Customer Service Representative (available Monday – Friday, 7:30 A.M. – 2:30 A.M. Eastern Standard Time at: 888.812.2420).
- c. To add a new fixed payment to a "Payee" access the service and enter the required information. Most other additions, deletions, or changes can be made in writing or by using the service.

2. TCU reserves the right to request that you deactivate a "Payee" for any reason.

3. You may pay any "Payee" within the United States, including U.S. territories and APOs (Army Post Office).

4. TCU is not responsible for payments that cannot be made due to incomplete, incorrect or outdated information. (Also see IX Our Liability for Failure to Make Transactions).

- 5. The Bill Paying Process

- a. Single Payments – a single payment will be processed on the business day (generally Monday – Friday, except federal holidays) that you designate as the payment's process date, provided the payment is submitted prior to the daily cutoff time on that date.
  - The daily cutoff time, which is determined by TCU, is currently 2:00 P.M. Eastern Standard Time, Monday through Friday.

- A single payment submitted after the cutoff time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and federal holidays) as the payment's process date, you will be prompted to choose to have it paid on the business day prior to or the business day after the non-business date.
- b. Recurring Payments – When a recurring payment is processed it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a process date is calculated for the next occurrence of the payment. If the calculated process date is a non-business date (weekends and federal holidays) it is adjusted based upon the following rules:
  - If the recurring payment's "Pay Before" option is selected, the process date for the new occurrence of the payment is adjusted to the first business date prior to the calculated process date.
  - If the recurring "Pay After" option is selected, the process date for the new occurrence of the payment is adjusted to the first business date after the calculated process date.

NOTE: If your frequency settings for the recurring payment specify the 29th, 30th or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated process date, then the last calendar day of that month is used as the calculated process date.

- c. Single and Recurring Payments – The system will calculate the Estimated Arrival Date of your payment. This is only an estimate. Please allow ample time for your payments to reach your "Payees." Liability – You are solely responsible for controlling the safekeeping of and access to, your log in ID and password for Teller 24e and Bill Pay.
  - TCU is not responsible for your acts or omissions or those of any other person, including without limitation, any transmission or communications facility, and no such party shall be deemed to be TCU's agent.
  - TCU will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this agreement or the service, even if TCU has knowledge of the possibility of them.
- d. Termination – You may terminate this agreement by written notice to TCU, however you are obligated for transactions that are in process at the time such termination notice is received by TCU.

D. Mobile Banking (Mobile Branch). You may use an electronic device (Internet browser enabled mobile device or smart phone) to access your account. Mobile Banking requires Online Banking (Teller 24e) access. See Teller 24e Internet Access above.

- a. You will be responsible for all data charges on your device (please check with your mobile provider).
- b. You will be responsible for the security and security settings of your device. TCU is not responsible for any un-authorized account access through your device.
- c. You understand that Mobile Banking may not be accessible or have limited utility over some mobile telephone networks, such as while roaming.
- d. You agree that you are subject to the terms and agreements of all your existing agreements with us or any service providers of yours.
- e. You understand that financial information shown on Mobile Banking reflects the most recent account information available through Mobile Banking, and may not be current.
- f. TCU does not support mobile/cell phone devices and is not responsible for any errors or failures from any malfunction of your mobile device, cell phone, or software.
- g. TCU is also not responsible for any virus or related problems that may be associated with the use of an online system.
- h. Access application software for some mobile devices (iphone, droid) is provided via download from the internet.

E. Transactions/Services. You may use Audio Account Access, Teller 24e and Mobile Banking to access services and conduct transactions on your accounts. These activities are limited to the extent noted herein and in the Account Agreements governing your various Accounts. Daily dollar limits are subject to available funds. In accordance with Federal Regulations, TCU restricts member use of TCU accounts for the purpose of illegal Internet gambling. Attempted transactions will be blocked, and repeated attempts may result in account closure.

1. Balance Inquires – All related Savings, Checking, Certificates, IRA, and Loans
2. Transfer Funds – Between related accounts and to other accounts that you authorize
3. History – Recent transactions on all of your accounts except VISA
4. Withdrawals by Check – Savings, Checking, Loan advance from your MOD account
5. Checking – Stop payment (see E below), Reorder Checks, Request Check Copy
6. Loan Information
7. Loan Application
8. Bill Pay Services
9. E-Statements
10. Download History for Quicken and Microsoft Money financial programs (PC Access only)

See current "Schedule of Service Charges" for fees related to transaction requests.

F. Stop Payment Request.

1. Personal Check. You may request a stop payment be placed on a personal check 24 hours a day, seven days a week, either online, using Teller 24e or by telephone using Audio Account Access. A stop payment may also be requested in person (check current lobby hours) or by calling Member Services during business hours, Monday – Friday 8:00 A.M - 4:00 P.M. EST at 216.739.2300 or 800.828.6446.

The stop payment will be effective if we receive it in time to act upon it and you provide the account number, check number and exact dollar amount. If you give us inaccurate information or if the stop payment order is not received in time for us to act upon it, we will not be liable to you or any other party for failing to stop payment.

A stop payment request made online, by using Audio Account Access, or an oral stop payment request will expire in 14 days unless confirmed in writing within that time. The written stop payment order must be completed in its entirety including date, signature, account number, check number, reason for the stop and the exact dollar amount. A written stop payment order is in effect for 6 months.

By requesting a stop payment order, you agree to indemnify us and hold us harmless for all costs, including attorney fees, damages or claims related to our refusing to pay an item. Refer to current "Schedule of Services Charges" for Stop Payment charge.

**Bill Pay.** You may change or cancel a scheduled one-time or recurring payment (a recurring payment is a payment we make regularly and automatically), any time prior to the cut-off time (currently 2:00 P.M. Eastern Standard Time Monday through Friday) on the scheduled process date by logging on to Bill Pay and making your changes.

**ACH.** If the ACH charge to your "Funding Account" is rejected or returned because you have instructed us to stop a recurring payment, you will be charged an ACH Return Item Fee. Refer to current "Schedule of Service Charges" for ACH Return Item Fee.

#### **IV. LIMITATIONS ON DOLLAR AMOUNTS OF WITHDRAWALS.**

- A. **Checking Accounts** - there are no limitations on the number of times and dollar amounts you may deposit to or transfer between your accounts accessed through your TCU24 ATM card, TCU MasterMoney™ debit card or other electronic access. You may withdraw any amount up to your available balance however, when using your TCU24 ATM card and TCU MasterMoney™ debit card you cannot withdraw more than the limit granted with that card.
- B. **Savings Accounts** - During any statement period, you may not make more than six withdrawals or transfers to another TCU account or to a third party by means of a preauthorized or automatic transfer, online banking, telephone order or instruction. If you exceed the transfer limitations, set forth above in any calendar month/statement period your account may be subject to closure by TCU.
- C. **Bill Pay** - We may refuse to permit to pay any single bill payment amount exceeding \$9,999.99 or otherwise via Bill Pay if we reasonably believe such refusal is necessary or advisable for security reasons.

#### **V. CASH ADVANCES.**

You assume responsibility for all transactions arising from authorized use of the card whereby cash advances are made from your line-of-credit by way of a terminal or electronic access and further agree to repay all such amounts. All uses of the card to obtain cash advances of any type or to utilize your credit privileges related to your line -of- credit shall also be subject to all the terms and conditions of all other agreements and disclosure statements whereby we have agreed to grant credit privileges to you.

#### **VI. YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS.**

Tell us at once if you believe your card, PIN or electronic access code has been lost, stolen or acquired. Telephoning (see VII. Telephone Number) is the best way of keeping your possible losses down. If you believe your card, PIN or access code has been lost, stolen or acquired and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone accesses your account without your permission. There may be some charges associated with blocking the card or your electronic access.

If you do not tell us within 2 business days after you learn of the loss or theft of your card, PIN or access code and we can prove we could have stopped someone from using your card at a terminal or accessing your account through electronic access without your permission if you had told us, you can lose as much as \$500.00.

Contact us immediately if your account statement shows transfers that you did not make. If you do not tell us within 60 days after the statement containing the transfers was mailed to you, the money you lost may not be replaced, if we can prove that we could have stopped someone from taking the money had you told us in time. See XVII. Error Resolution for additional information.

#### **VII. TELEPHONE NUMBER.**

If you believe your card, PIN, or access code has been lost, stolen, or acquired or that someone has transferred or may transfer money from your account without your permission call:

- A. STAR® for TCU24 ATM cards and MasterMoney™ debit cards (available 24 hours a day, 7 days a week)—800.523.4175
- B. Bill Pay Service Representatives are available Monday thru Friday 7:30 AM to 2:30 AM EST —888.812.2420
- C. TCU Member Services Department for other electronic access and additional services (available during business hours Monday – Friday 8:00 - 4:00 EST, Holidays are not included)—216.739.2300 or 800.828.6446.

#### **VIII. BUSINESS DAYS.**

TCU business days are Main Office Administrative hours, Monday through Friday from 8:00 AM to 4:00 PM Eastern Standard Time. Holidays are not included.

#### **IX. OUR LIABILITY FOR FAILURE TO MAKE TRANSACTIONS.**

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 actual losses or damages however, there are some exceptions. We will not be liable, for instance if:

- A. Through no fault of ours, you do not have enough available funds in your account to complete the transaction.
- B. The transaction would go over the credit limit established on your line of credit account.
- C. The terminal where you are making the transaction does not have enough cash.
- D. The terminal or the system was not working properly and you knew about the breakdown when you started the transaction.
- E. Any act, failure to act or delay in acting is caused in whole or in part, by any cause beyond TCU's reasonable control for example system failure, power failure, natural disaster acts of God or otherwise.
- F. Your account has been closed or credit privileges have been terminated.
- G. The card being used has been reported lost or stolen.
- H. The transaction would exceed the limitations on dollar amounts of withdrawals (see IV. Limitations on Dollar Amounts of Withdrawals).
- I. If you did not properly follow instructions for making a bill payment, if your bill payment request contained errors or is a duplicate of another bill payment or if you fail to promptly notify TCU after you learn that you have not received credit from a "Payee" for a bill payment.

TCU is not responsible for your acts or omissions or those of any other person, including without limitation, any transmission or communications facility, and no such party shall be deemed to be TCU's agent.

In any event, TCU will not be liable for any social, consequential, incidental or punitive losses, damages or expenses in connection with this agreement or the service, even if TCU has knowledge of the possibility of them

There may be other exceptions stated in our other agreements with you.

#### **X. FEES AND CHARGES**

- A. **ATM, Point-of-Sale, and MasterMoney™ Transactions.** For charges on ATM transactions, refer to the current "Schedule of Service Charges."
- B. **ATM (not owned by TCU) Fees.** When you use an ATM not owned by TCU, 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 funds transfer. For a list of surcharge free ATM locations, please visit the ATM Locations section of our website, call Member Services (216.739.2300 or 800.828.6446), visit our branch, or call 888.SITE CO-OP to access a voice ATM Locator.
- C. **Foreign Exchange Transaction Fee.** Refer to "Current Schedule of Service Charges" for the MasterMoney™ Debit Card Cross Boarder Assessment Fee and Currency



Conversion Assessment (CCA) Fee.

- D. Audio Account Access. The basic functions of Audio Account Access are free. Refer to current "Schedule of Service Charges" for a list of fees that may be applicable.
- E. Teller 24e. Refer to current "Schedule of Service Charges" for a list of fees that may be applicable. Any fee you may encounter from your Internet service provider through the use of Teller 24e is your responsibility.
- F. Bill Payment Fees. Refer to current "Schedule of Service Charges" for a list of fees that may be applicable.
- G. Mobile Banking. Refer to current "Schedule of Service Charges" for a list of fees that may be applicable. Any fee you may encounter from your Mobile Device service provider through the use of Mobile Banking is your responsibility.
- H. ACH. Refer to current "Schedule of Service Charges" for a list of fees that may be applicable.

#### XI. TRANSACTION RECORDS.

- A. POS or ATM Terminal. You should receive a receipt at the time you complete a transaction in excess of \$15.00 at a POS or an ATM terminal. You may be given a choice as to whether you want the receipt printed or not except for withdrawal transactions in the form of a check request; the check stub serves as a record of the transaction.
- B. Teller 24e. It is your responsibility to record all transactions conducted. We will not mail printed receipts for transactions conducted.
- C. Audio Account Access. It is your responsibility to record all transactions conducted. We will only mail receipts for withdrawal transactions in the form of a check request; the check stub serves as a record of the transaction.

#### XII. PERIODIC STATEMENTS.

You will receive a statement at least quarterly. These statements may be delivered electronically at your request (see IA Electronic Statement, Disclosure and Notice Authorization). You may receive a monthly statement if you have a checking account or have other qualifying activity on your account. Refer to current "Schedule of Service Charges" for Paper Statement Fee.

#### XIII. CHANGING THIS AGREEMENT.

We have the right to change this agreement from time to time. The notice will be effective upon notice to you, or any other stated effective date. The notice will be mailed to you at your last known address shown on your record. We will notify you at least 21 days before a change will take effect if it will cause you greater costs or liability, or if it will limit your ability to engage in TCU24 ATM card, TCU MasterCard™ debit card, Audio Account Access, or Teller24e transactions.

We do not have to notify you in advance however, if the change is necessary for security reasons or if you violate any of the terms as set forth in this agreement. Notice to one account holder shall be considered notice to all holders of the account.

For Bill Pay: We have the right to change this agreement at any time by notice mailed to you at the last address shown for the account on TCU records, by posting notice in TCU locations, on the TCU website or otherwise as permitted by law.

#### XIV. TERMINATION.

Card Access: The card(s) are the property of Taleris Credit Union, Inc. and may be cancelled and its privileges revoked at any time without notice to you if you violate any of the terms set forth in this or any of TCU's agreements. You shall return the card(s) to us upon demand, or it may be repossessed by our agent or us at any time.

You may surrender the card(s) and terminate this agreement as to future use of the card(s) at any time. However, you are obligated for transactions that are in process at the time such termination notice is received by us.

Electronic Access: may be cancelled and the privileges revoked at any time without prior notice to you if you violate any of the terms set forth in this or any of TCU's agreements. You may terminate the future use of electronic access at any time and terminate this agreement. However you are obligated, for transactions that are in process at the time such termination notice is received by us.

Bill Pay: Requires written notice to TCU. You may terminate this agreement by written notice to TCU. However, you are obligated for transactions that are in process at the time such termination notice is received by TCU and we have had a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by TCU on your behalf.

#### XV. REFUSAL OF THE CARD.

Neither we nor any other financial institution or business will be liable to you for failure to honor your card.

#### XVI. FOREIGN TRANSACTIONS.

Foreign currency transactions will be converted to U.S. dollars under the then current application rules of MasterCard® International. ATM transactions in foreign countries will be issued in the country's legal tender currency using current exchange rates. Either a government-mandated exchange rate, or a wholesale exchange rate selected by MasterCard® and that government-mandated exchange rate or wholesale exchange rate MasterCard® uses for a particular transaction is the rate MasterCard® selects for the applicable currency on the day the transaction is processed, which may differ from the date the transaction occurred or when it is posted to your account.

#### XVII. ERROR RESOLUTION.

Telephone us immediately at 216.739.2300 or 800.828.6446 or write: Taleris Credit Union, Inc. PO Box 318072, Cleveland, Ohio 44131-8072 if you think your statement is incorrect or if you need more information about a transfer listed on your statement.

- A. We must hear from you no later than 60 days after we sent you the first statement on which the problem or error appeared.
- B. Tell us your name and account number;
- C. 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; and
- D. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this we will re-credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

If you tell us orally, we may require that you send us your inquiry in writing within 10 business days. If we do not receive it within 10 business days, we may not re-credit your account on which the problem or error appeared.

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

For errors involving new accounts, point of sale, or foreign-initiated transactions, we make take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

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

**XVIII. PURCHASE DISPUTES.**

You agree to settle all disputes about purchases made using your card with the merchant who honored the card.

**XIX. ONLINE PRIVACY POLICY.**

We Respect and Value Your Privacy. Our Online Privacy Policy describes and applies to the information we collect from you when you visit the Taleris Credit Union (TCU) Website (“website”). The terms “TCU,” “we,” “our,” and “us” in this Privacy Policy refer to Taleris Credit Union, Inc. Our Privacy Policy generally describes how we collect, share, use, and protect your information. If you are a member who has opened an account or obtained a financial product or service from us for personal, family, or household purposes, our privacy notice may apply to you as well and further explains how we may use your information.

A. Information That We Collect. When you visit our website, we receive and collect certain information about you. The information that we receive and collect depends in part on what you do when you visit our website. You may be able to improve your experience on our website when you tell us who you are - for example, by signing up for e-mail or newsletters, applying for products, making inquiries, or requesting further information about a product or service.

Some of the information you may submit is personally identifiable information, but much of it is not. Personally identifiable information is information that identifies a particular person. Examples include your name, phone number, address, and social security number. It is possible to browse our website without actively submitting any personally identifiable information.

We may use this information for a number of purposes, for example, to better service your requests and/or inquiries, monitor website usage and/or performance, improve the member experience of our website, ensure technological compatibility with your computer, protect against fraud or identity theft, or conduct aggregate analyses on usage patterns.

B. Automatically Collected Information. Every time you visit a website, some information is automatically collected from you. For example, this information may include some or all of the following items: your computer’s internet protocol (ip) address and/or domain; type and version of internet browser software and operating system you use; date, time, and duration of your website access; specific pages, buttons, images, videos, links, or forms that you access while visiting the website; and demographic information concerning the country of origin of your computer and the language(s) used by it.

C. Information Collected Via Cookies and Other Similar Technology. “Cookies” are small text files that are placed on your computer to distinguish you from other visitors to our website.

The use of cookies is a standard practice among websites to collect or track information about your activities while using the website. We or our third party advertising service providers may place cookies or similar files on your hard drive for many of the reasons listed above while visiting our website. Most people do not know that cookies are being placed on their computers when they visit websites because browsers are typically set to accept cookies. You can choose to have your browser warn you every time a cookie is being sent to you or you can choose not to accept cookies. You can also delete cookies from your computer at any time. If you refuse cookies, the functionality of our website may be impacted or become non-functional.

In addition to using cookies, we or our third party advertising service providers may also use similar technologies to track users’ interactions with our website. Some of these technologies include web beacons (transparent graphical images placed on a website) and flash objects.

We may use these technologies on our website to verify your identity, remember personal settings including your preferences, to offer you additional options or to enhance your online experience, and to improve our products and services. We may also use them for marketing site personalization, and tracking of online applications and programs and/or track the effectiveness of advertisements for our products and services, referred to as banner ads, that we may place on our Website or other linked and/or partner websites. Cookies used for tracking advertising effectiveness do not collect personally identifiable information. In order to better serve you, some of these technologies allow us the ability to view your past interactions with our website and/or online banking environment for member service, troubleshooting, risk analysis and fraud detection, as well as other related purposes.

D. Information You Choose To Submit. For most of the browsing on our website, we neither require nor collect personally identifiable information. You can browse our website and take as much time as you want to review our services without having to submit such information.

E. E-Mail Communications. Forms of communication such as e-mail, text messaging, our website or other forms of electronic communication are inherently insecure. Please refrain from submitting sensitive personal information (such as account number or social security number) via e-mail or similar method of communication.

When you send an e-mail to us, you are communicating with us electronically and consent to receive reply communications from us or our providers electronically. We may retain the content of the e-mail, your e-mail address, and our response in order to better service your needs or for legal and regulatory reasons.

F. Personal Information on Children. We respect the privacy of your children and encourage all parents to supervise their children’s computer usage. We do not knowingly collect or retain personal information from children under the age of thirteen. We advise all visitors to our website under the age of 13 not to disclose or provide any personally identifiable information on our website. To learn more about the Children’s Online Privacy Protect Act (COPPA) please visit the Federal Trade Commission’s website at [www.ftc.gov/privacy/privacyinitiatives/childrens.html](http://www.ftc.gov/privacy/privacyinitiatives/childrens.html).

G. Third Party Websites. Our website may contain links to third party websites. These links and pointers to third party websites are not part of our website. TCU does not make any representations or warranties regarding these third party websites. We are not responsible for any losses or damages in connection with the information, security, privacy practices, availability, content or accuracy of materials of such third party websites. These third party websites might have privacy policies different from us and third party websites may provide less privacy and/or security than our website. We encourage you to review the privacy and security policies of all third party websites before you share any personally identifiable information.

H. Online Security. We maintain security standards that are designed to protect your information as it is transmitted from your computer to our network. This technology is called Secure Socket Layer (SSL). SSL is the leading security protocol for data transfer on the Internet and helps to protect the safety and confidentiality of your online banking information.

I. How to Protect Your Personally Identifiable Information. You have a role in helping us by safeguarding your information from others. You have several options when deciding how you can best protect your personally identifiable information. One option is simply not to volunteer it. The Federal Trade Commission’s websites ([www.ftc.gov](http://www.ftc.gov), [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft), and [www.onguardonline.gov](http://www.onguardonline.gov)) offer useful information about how to protect your personally identifiable information.

J. Suspicious e-Mail. We will never e-mail you to request personal account information over the Internet or by any other means. Help protect yourself against online fraud - if you suspect that an unsolicited e-mail is fraudulent, please contact us.

K. Notice to Persons Accessing the Website Outside the United States. If you reside outside the U.S., any information you provide to us on our website will be transferred out of your country and into the U.S. If you do not want your personally identifiable information to leave your country, do not provide the information to us. By providing personally identifiable information to us, you explicitly consent to the transfer of your information to the U.S.

L. Changes to Our Online Privacy Policy. Please note that we will periodically make changes to our Privacy Policy. It is your responsibility to review this Privacy Policy frequently and remain informed about any changes to it, so we encourage you to visit [www.taleriscu.org/privacy](http://www.taleriscu.org/privacy) often. Your continued use of our website constitutes your acceptance of any amendments to and the most recent versions of this Privacy Policy.

M. Questions or Comments. If you have any questions or comments concerning our Privacy Policy please contact us at (800).828-6446, or in writing to: Taleris Credit Union, Inc. • P.O. Box 318072 • Cleveland, Ohio 44131-8072

Also see Privacy Notice.



## XX. OTHER PROVISIONS AND GOVERNING LAW.

Neither this agreement nor the use of the card or other electronic access in connection with any instrument shall affect or impair in any manner your obligation with respect to or under any other agreement or instrument endorsed by or drawn on your account.

The authorized use of a card at any terminal location or transfer of funds by means of other electronic access, pursuant to your instruction to withdraw or transfer funds from any individual or joint account with us, shall operate as your consent to withdraw or transfer funds from such account under the terms of the applicable account agreements and all rules and regulations governing such accounts. Any overdrafts created against your account may be paid by charging such amount to any other account.

This Agreement represents our complete agreement with you relating to our Internet and electronic account access. No other statement, oral, or written unless otherwise noted is part of this Agreement.

This agreement shall be governed by the laws of the state of Ohio except to the extent Federal Law is applicable. Any omission or delay by us in exercising our rights hereunder shall not constitute a waiver of those rights. If any part of this Agreement is unenforceable, it will not make any other part unenforceable.

### PREAUTHORIZED PAYMENTS – AUTOMATED CLEARING HOUSE (ACH)

A. Contact Us. If you have any questions regarding an ACH transaction or to request a stop payment on an ACH transaction contact Member Services 216.739.2300 or 800.828.6446 during business hours (Monday – Friday 8:00 A.M. - 4:00 P.M. EST, Holidays are not included).

B. Right to stop payment and procedure for doing so. We require you to put your stop payment request in writing. Call Member Services (see Contact Us) to request the ACH Stop Payment form. We must receive the completed form 3 business days or more before the payment you wish to stop is scheduled to be made. The ACH Stop Payment Fee must be available for us to charge the account or the stop payment request will not be completed. Refer to current "Schedule of Service Charges" for the ACH Stop Payment Fee amount. If the ACH charge to your "Funding Account" is rejected or returned because you have instructed us to stop a recurring payment, you will be charged an ACH Return Item Fee. Refer to current "Schedule of Service Charges" for ACH Return Item Fee.

C. Liability for Failure to Stop Payment of Preauthorized Transfer: If you request to stop a preauthorized payment 3 business days or more before the transfer is scheduled and the Stop Payment Fee is available for us to charge the account, and we do not stop the payment, we will be liable for your actual loss or damages.

D. 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.

E. Notice Disclosure. 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.

F. 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 Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of Ohio as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

G. Failure to Complete a Preauthorized Transaction. If we fail to complete a transaction we will be liable for your actual losses or damages with some exceptions:

1. The transaction request contains inaccurate account information.
2. Through no fault of ours, you do not have enough available funds in your account to complete the transaction.
3. Your account has been closed or the sub account (for example Checking, Holiday Club, Money Market or others) is not available.
4. Circumstances beyond our control (for example fire, flood, or power failure) prevent the transaction, despite reasonable precautions that we have taken.
5. There may be other exceptions stated in our other agreements with you.

H. Returned. If your ACH transaction is returned for Non-Sufficient Funds (NSF) you will be charged an ACH Return Item Fee, Refer to current "Schedule of Service Charges".

## MEMBER BALANCE GUARDIAN<sup>SM</sup> PROGRAM

Member Balance Guardian is an overdraft privilege limit that is automatically assigned to your Checking Account after 30 days for overdrafts; however you must complete an "opt-in" request to have overdraft protection on one-time debit card Point of Sale (POS) transactions. An "opt in" may be requested online or by contacting Member Services. You should note that your Member Balance Guardian<sup>SM</sup> limit will not be reflected in your balance provided by a Member Services Representative, at the ATM, through Taleris Audio Account Access or Teller 24e.

A. **Insufficient Balance.** An insufficient balance could occur because of the following:

1. The payment of checks, electronic funds transfers or other withdrawal requests;
2. Payments authorized by you;
3. The return of unpaid items deposited by you;
4. The assessment of service charges; or
5. The deposit of items which, according to the Funds Availability Policy of Taleris Credit Union, Inc. (TCU), are treated as not yet available or finally paid.

B. **We are not obligated to pay.** TCU is not obligated to pay any item presented for payment if your account does not contain sufficient funds. However, if you maintain your Checking Account in good standing (defined here as making regular deposits and bringing your account to a positive balance at least once every 30 days) and there are no legal orders outstanding, we may approve your reasonable overdrafts as a non-contractual courtesy. You may opt out of the privilege at any time, but you are responsible for any overdrawn balances at the time of opting out.

1. Normally, we will not approve an overdraft for you in excess of the predetermined overdraft limit assigned to your account type. So as not to exceed your limit, you should note that the amount of the overdraft plus the TCU Non-Sufficient Funds (NSF) fee per item will be deducted from the overdraft limit (Refer to current "Schedule of Services Charges" for Overdraft/Non-Sufficient Funds (NSF) Fees).
2. We may refuse to pay an overdraft for you at any time, even though we may have previously paid overdrafts for you.
3. You will be notified by mail of any NSF items paid or returned that you may have; however, we have no obligation to notify you before we pay or return any item.
4. The amount of any overdraft plus the non-sufficient funds handling fee(s) that you owe us shall be due and payable upon demand. If there is an overdraft paid by us on an account with more than one (1) owner on the signature card, each owner and agent, if applicable, drawing/presenting the item creating the overdraft, shall be jointly and severally liable for such overdraft plus our Overdraft/NSF fee(s).

- C. **Opt Out.** You may opt out of the privilege at any time, but you are responsible for any overdrawn balances at the time of opting out.
- D. **Not an Encouragement to Overdraw.** Member Balance Guardian<sup>SM</sup> should not be viewed as an encouragement to overdraw your account. As always, we encourage you to manage your finances responsibly.
- E. **Canceling Overdraft Protection.** In the event you would like to have this service removed from your account, you can do so by simply calling Member Services (See Contact Us).
- F. **Limitations.** Member Balance Guardian<sup>SM</sup> is a non-contractual courtesy which is available to individually/jointly owned personal accounts in good standing. Taleris Credit Union, Inc. may discontinue this service without prior notice.
- G. **Member Balance Guardian<sup>SM</sup>** is a service mark of Taleris Credit Union, Inc.
- H. **Fees.** Refer to current "Schedule of Service Charges" for a list of applicable fees
- I. **Contact Us.** To contact Member Services dial 216.739.2300 or 800.828.6446.

## WIRE TRANSFER AGREEMENT

The following rules shall apply to all wire transfer services provided by Taleris Credit Union, Inc. (TCU). As used in the Wire Transfer Agreement, the words "I", "us", "we", or "our" shall apply to and mean TCU. The words "you" and "your" shall apply to and mean the member who has requested or utilized the wire transfer services stated herein. This wire transfer agreement supersedes any inconsistent terms contained in the TCU Member Account Agreements and any previous wire transfer notice and/or agreements. This Wire Transfer Agreement is subject to modification and/or termination upon five days' written notice to you.

- A. **Acceptance of Payment Orders.** In general, we will accept payment orders only if you have signed a Wire Transfer Request, Agreement and Authorization for Transfer form, have a sufficient available balance on deposit in the appropriate account to execute the payment order, and produce valid identification. Once you have signed a Wire Transfer Request, Agreement, and Authorization for Transfer form we will process telephonic payment orders from you provided our security procedures are followed. Wire transfers may be delayed for additional verifications.
- B. **Wire Transfer Instructions.** You must accurately identify beneficiaries of a wire transfer request. TCU and receiving financial institutions may process a wire transfer request based only on the account number listed on the Wire Transfer Request and Authorization for Transfer form. TCU and receiving financial institutions may also process the wire transfer request based only on the financial institution's identifying number listed on the Wire Transfer Request, Agreement and Authorization for Transfer form. You agree to hold TCU harmless if the funds are not received and credited due to incorrect or incomplete instructions or information.
- C. **Security Procedures.** Once you have requested a Wire Transfer Request, Agreement and Authorization for Transfer form and provided means of identification, we will accept payment orders from you via the telephone and provide you with a Wire Transfer Request, Agreement and authorization for transfer form to be signed and faxed back:
  1. Provided you have a sufficient available balance on deposit in the appropriate account to execute the payment order; and,
  2. You provide the above information to us when you call to make your payment order.

You hereby acknowledge that the security procedures described are commercially reasonable and that you have selected the security procedure offered by TCU after due consideration of all such alternatives and your business circumstances, including the size, type and frequency of payment orders that you anticipate issuing to TCU.

You hereby acknowledge that you will be liable for any payment order or communication amending or canceling a payment order, whether or not authorized, that is issued in your name and accepted by TCU in compliance with the agreed-upon security procedure. You hereby agree to follow the security procedure when making a payment via the telephone.

If the security procedure is breached by a third party, you are liable for any loss to the extent the third party gained access to your system, information codes, or other security devices.

- D. **Impossibility of Performance.** TCU will not be liable for failure to comply with the terms of a wire transfer agreement caused by legal constraint, interruption, or failure of the transmission and/or communications facilities, war, emergency, labor dispute act of nature, or other circumstances beyond the control of TCU.
- E. **Notification.** You will be provided with separate notification each time we receive a wire transfer into your account. We will provide you with notification of incoming wire transfers as part of your periodic statement. In the event we accept payments to your account through one or more Automated Clearing Houses ("ACH"), the operating rules of the National Automated Clearing House Association ("NACHA") will be applicable to ACH transactions involving your account. We will provide you with next-day notice of receipt of an ACH item. As such, we will also provide you with notification of the receipt of these items as part of your periodic statement. You hereby agree to notify us in writing of any unauthorized or erroneous payment order within thirty days from the date you first received notification from TCU either that the order was accepted or your account was debited with respect to the order. Should you fail to promptly notify us of any unauthorized or erroneous payment order as discussed above, we will not be liable to you for any subsequent similar occurrence that we could have prevented had we received such notice.
- F. **Choice of Law.** We may accept, on your behalf, payments to your account that have been submitted by Fedwire and that are not subject to the Federal Reserve System Electronic Funds Transfer Act ("Regulation E"). Your rights and obligations with respect to such transfers shall be governed and construed in accordance with Federal Reserve System Regulation J, Subpart B - Funds Transfers through Fedwire, and the applicable Federal Reserve Bank Operating Circular. Whenever an ACH is used as a part of a transaction that does not involve Fedwire, the rules of that ACH will govern that part of the transaction. Where none of the above-stated rules apply, the transactions contemplated by this agreement shall be governed by the laws of the State of Ohio, including Article 4A of the Ohio Uniform Commercial Code.
- G. **Funds In Transfer Business Day.** Funds transfers occur on non-holiday weekdays (Monday through Friday) only. TCU's funds transfer business day consists of the hours from 8:00 A.M. to 3:30 P.M. Eastern Standard Time on those days that we are open for business. Any wire transfers or receipts after 3:30 P.M. Eastern Standard Time may not be completed until the following non-holiday weekday (please call to confirm). Payment orders are executed as soon as possible after received; therefore, you should tell us immediately if you wish to cancel or modify wire instructions. Efforts to act on requests for cancellations or modifications will be made, but TCU is not liable if, for any reason, the funds transfer is not canceled or modified. You agree to reimburse TCU for any costs, losses, or damages that are incurred in connection with requests to cancel or modify funds transfers. A refund of money from cancellation of a funds transfer will take place once TCU determines that the beneficiary has not received the funds and the funds are returned to TCU. The refund may not be equal to the amount of the original funds transfer due to charges that may be imposed by other financial institutions.
- H. **Account Limitations.** It is the policy of Taleris Credit Union, Inc. to accept funds transfers from your Savings or Checking accounts; however, with respect to Money Market Accounts, during any statement period, you may not make more than six withdrawals or transfers to another TCU account or to a third party, by means of a preauthorized or automatic transfer, online banking, telephone order or instruction. If you exceed the transfer limitations set forth above in any calendar month/statement period, your account may be subject to closure by TCU.
- I. **Fees.** We will charge you a fee (Refer to "Schedule of Service Charges" for fee amount) for each payment order you give to us. If wiring instructions you provide are incorrect and the wire transfer is returned to us for any reason, you can provide us with the correct information that will permit us to execute a new payment order, but in such case, additional fees may be charged by other financial institutions. TCU makes no warranties with respect to fees charged by other financial institutions with respect to your payment orders.
- J. **Provisional Credit.** Credit given by us to you with respect to an ACH entry is provisional until we receive final settlement for the credit entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified that we are entitled to a refund of the amount credited to you in connection with the credit entry. Moreover, you are hereby notified that a third party making payment to you (the originator) shall not be deemed to have paid you the amount of the credit entry.

- K. Limitation of Liability.** In the event we are ever liable to you for damages due to failure to complete a transfer, your damages will be limited to actual damages only. We will not be responsible for incidental or consequential damages, court costs or attorney fees, unless otherwise provided by law or regulation. We assume no liability as to the length of time necessary to complete a transfer.

## FUNDS AVAILABILITY POLICY

The Expedited Funds Availability Act enacted by Congress may have a considerable impact on you as a customer of financial services. The Act sets limits for the entire financial industry on the amount of time that may pass before checks (funds) deposited in your account are actually available to you.

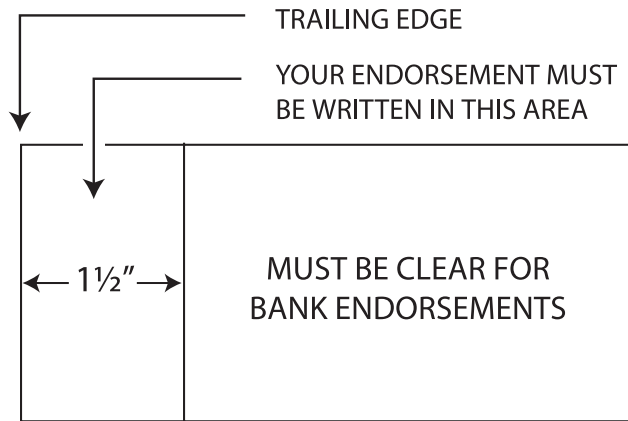
You should receive specific information from each financial institution you do business with and understand that there are differences in how each institution will handle your deposit.

It is the general policy of Taleris Credit Union, Inc. (TCU) to make funds available to members as soon as possible and to earn dividends from the day of deposit.

However when you present a check that is drawn on another financial institution we must send the check to that financial institution to receive the funds; and we always risk the possibility that the check will be returned to us unpaid. Therefore we may withhold the amount of the check or a corresponding amount of funds that are already in your account or in another account you have with us until we receive credit for the funds.

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

- A. Your Ability to Withdraw Funds.** Funds from payroll and government checks, U.S. Postal and TCU issued Official Checks, and electronic deposits will be available to you on the day we receive the deposit.
1. Funds deposited by you if you have ChexSystems or a repeated NSF (Non-Sufficient Funds) record will be available on the seventh (7<sup>th</sup>) business day after the day of deposit.
  2. Generally funds from all other check types will have \$200.00 immediately available and the remaining funds will be available on the second (2<sup>nd</sup>) business day after the day of deposit.
  3. We do reserve the right to make case by case exceptions. If we decide to delay the availability of funds from your deposit we will advise you and disclose the date the funds will be available.  
(See Longer Delays May Apply).
  4. Once the funds are available to you they can be withdrawn or used to pay checks that you have written.
  5. If your deposit is not made directly to one of our employees or we decide to delay the availability of funds from your deposit after you have left the premises, the notice will be mailed to you by the day after we receive the deposit.
- B. Determining the Availability of the Deposit.** Every day is a business day except Saturday, Sunday, or a Federal Holiday. (A Federal Holiday schedule is published annually by the Federal Reserve Bank of Cleveland). If a deposit is made in our office, on a day we are open, or in our night depository between 8:00 AM and 3:30 PM or at our ATM, we will consider that the day of deposit. However, if a deposit is made after 3:30 P.M. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.
- C. Longer Delays May Apply.** In some cases, we will not make all of the funds that you deposit by check available to you immediately. Depending on the type of check that you deposit, funds may not be available until the seventh (7<sup>th</sup>) business day after the day of your deposit. However, the first \$200 of your deposit will be available on the day of deposit.
1. Funds deposited by check may be delayed for a longer period under the following circumstances:
    - a. When TCU believes a check you deposit will not be paid ("Reason to Doubt Collectability") for example, the authenticity of the check is in question.
    - b. Checks totaling more than \$5,000.00 on any one day.
    - c. A check that had previously been returned unpaid is redeposited.
    - d. An account has been overdrawn repeatedly in the last six months.
    - e. There is an emergency, such as a failure of communications or computer equipment. (For example, an act of nature)
- D. Notification.** Notification will be made if the ability to withdraw funds will be delayed for any of these reasons and you will be advised of the date when the funds will be available. If the deposit was not made directly to a TCU employee or the decision to take this action was reached after you have left the premises, a notice will be mailed by the day after we receive the deposit. Funds will generally be available no later than the seventh (7<sup>th</sup>) business day after the day of deposit.
- E. Special Rules for New Accounts.** If you are a new customer, the following special rules will apply during the first thirty (30) days your account is open. Funds from electronic direct deposits to the account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5000.00 of a day's total deposits of cashier's, certified, teller's, travelers, and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be made payable to you. The excess over \$5,000.00 will be available on the seventh (7<sup>th</sup>) business day after the day of your deposit. If your deposit of these checks (other than the U.S. Treasury check) is not made in person to a TCU employee, the first \$5,000.00 will not be available until the second (2<sup>nd</sup>) business day after the day of deposit.
- Funds from all other check deposits will be made available on the seventh (7<sup>th</sup>) business day after the day of deposit.
- F. Check Endorsement Rules.** As of September 1, 1988, financial institutions are under strict regulations on where endorsements may be placed. The law requires that all payee endorsements (yours) must be within 1 1/2" of the trailing edge of the check. The trailing edge is the left edge as you look at the front of a check. Use that same edge on the back of the check to determine your endorsement area. This limited endorsement area must also be used for the following:
1. Subsequent endorsements (for example You endorse a check and give it to someone else to negotiate).
  2. Identification information (for example a driver's license number, phone number).



BACK OF CHECK

## TALERIS CREDIT UNION, INC. PRIVACY NOTICE

Taleris Credit Union, Inc. is a member-owned financial institution and is run by a Board of Directors you elect. You can be confident that your financial privacy is a top priority of Taleris Credit Union, Inc. We are required by law to give you this Privacy Notice to explain how we collect, use, and safeguard your personal financial information. If you have any questions, please contact a Member Services Representative by calling 216.739.2300 or 800.828.6446 toll free.

See next page.



**FACTS** WHAT DOES TALERIS 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 personal information sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

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

- Social Security number and Income
- Payment History and Mortgage Rates and Payments
- Credit History and Employment Information

**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 Taleris Credit Union, Inc. (TCU) chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Taleris Credit Union, Inc. 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	Yes
<b>For joint marketing with other financial companies</b>	Yes	Yes
<b>For our affiliates’ everyday business purposes—</b> information about your transactions and experiences	No	No
<b>For our affiliates’ everyday business purposes—</b> information about your creditworthiness	No	No
<b>For our nonaffiliates to market to you</b>	Yes	Yes

**To limit our sharing**

- Call 800.828.6446 Follow the menu prompts to reach a Member Service Representative
- Visit us online: [www.taleriscu.org/privacy](http://www.taleriscu.org/privacy)
- Mail the form below

**Please note:**  
If you are a new member, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our member, we continue to share your information as described in this notice.  
However, you can contact us anytime to limit our sharing.

**Questions?** Call 216.739.2300 or go to [www.taleriscu.org/privacy](http://www.taleriscu.org/privacy)

## Who we are

Who is providing this notice?

Taleris Credit Union, Inc.

## What we do

How does Taleris Credit Union, Inc. 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 Taleris Credit Union, Inc. collect my personal information?

We collect your personal information, for example, when you

- Open an account or apply for a loan
- Make a wire transfer or show your driver's license
- Make a deposit or withdraw from your account

We also collect your personal information from others, such as Credit Bureaus or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

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

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

What happens when I limit sharing for an account I hold jointly with someone else?

Your choices will apply to everyone on your account.

## Definitions

**Affiliates**

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

- *Taleris Credit Union, Inc. has no affiliates.*

**Nonaffiliates**

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

- *Nonaffiliates we share with can include mortgage companies, insurance companies, credit card companies and business loan services companies.*

**Joint marketing**

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

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

**FOR OPT-OUT INFORMATION, CONTACT MEMBER SERVICES AT 800.828.6446, TOLL FREE.**

Requests for additional information or updates shall be directed to: Taleris Credit Union, Inc. • P.O. Box 318072 Cleveland, Ohio 44131-8072  
or by calling: 216.739.2300 or 800.828.6446 Toll Free. Updated information can also be obtained by visiting our website: [www.taleriscu.org](http://www.taleriscu.org)