



FlexCard Application

Please fax to 414.546.7815 or scan and e-mail to: office@appletree.org.

Name _____

Joint Member Name _____

Street _____

City _____

State _____ Zip _____

Driver's License # _____

Phone # _____

Cell # _____

E-mail _____

Social Security # _____

Joint Social Security # _____

Birthdate ____/____/____ Joint Member's Birthdate ____/____/____

AppleTree Member # _____

_____ I'd like one card

_____ I'd like two cards for you and the joint member

The undersigned gives this information to obtain a VISA debit card. I/we certify this information is true and complete and authorize you to verify it, obtain more information on our financial responsibility and furnish the same to others. I/we agree to use the VISA debit card according to AppleTree Credit Union's Truth-In-Savings attached to this application.

Signature _____ Date _____

Joint Signature _____ Date _____

AppleTree Credit Union

Truth in Savings, Electronic Funds Transfer, Funds Availability Policy

Effective June 1, 2017

Please read this full disclosure in its entirety as it has pertinent information regarding your account and membership.

Effective April 1, 2009: The amount any one REPORTING SOCIAL SECURITY NUMBER may have on deposit in the credit union, in aggregate, in all accounts except Choice Checking, is limited to \$250,000. Any REPORTING SOCIAL SECURITY NUMBER, with deposits in excess of \$250,000 before April 1, 2009, is exempt from this change, but additional deposits will not be accepted. If funds are withdrawn, and the aggregate remains in excess of \$250,000, no additional deposits will be allowed.

Savings

Compounding and crediting: Dividends will be paid to the account monthly. The dividend period begins on the first day of the month and ends on the final day of the month. If you close your account before the last day of the dividend period, you will not receive accrued dividends. **Minimum balance requirements:** The minimum balance to open this account is \$5. You must maintain a balance of \$100 to avoid a service fee. If, during any day in the month, your account balance falls below the required minimum daily balance, your account will be subject to a service fee. See fee schedule. The minimum balance required to earn dividends on the account is \$500. If the balance falls below \$500, no dividends are accrued for the period the account was below the minimum balance of \$500. Higher balances earn higher rates. **Transaction Limitations:** All checks will be on hold for two-business days if you only have a savings account under your member number. Longer holds may apply.

Youth Account/Fun Money Club

Compounding and crediting: Dividends will be paid to the account monthly. The dividend period begins on the first day of the month and ends on the final day of the month. If you close your account before the last day of the dividend period, you will not receive accrued dividends. **Minimum balance requirements:** The minimum balance to open this account is \$5 and available for those members age 17 or younger. You must maintain this balance to avoid a service fee. If, during any day in the month, your account balance falls below the required minimum daily balance, your account will be subject to a service fee. See fee schedule. The minimum balance required to earn dividends on the account is \$25. If the balance falls below \$25, no dividends are accrued for the period the account was below the minimum balance of \$25. **Transaction Limitations:** There is no transaction limitation. Deposits and withdrawals will be accepted in any amount.

Money Market Fund

Compounding and crediting: Dividends will be paid to the account monthly. The dividend period begins on the first day of the month and ends on the final day of the month. If you close your account before the last day of the month, you will receive accrued dividends. **Minimum balance requirements:** The minimum balance to open this account is \$2,000. To waive the minimum balance fee, account must have a \$2,000 balance or more at all times during the month. Each time the account is below \$2,000, there is a service fee. See fee schedule. **Transaction limitations:** Withdrawals will be accepted in any amount over \$300. Deposits are accepted in any amount.

ChoiceChecking

Compounding and crediting: Dividends will not be paid to the account beginning March 1, 2016. **Minimum balance requirements:** The minimum balance to open this account is \$0. **Transaction limitations:** There is no transaction minimum for this account. Deposits and withdrawals will be accepted in any amount. **Fees and Charges:** There is a \$7 monthly service charge for members who do not have 8 or more pinned or non-pinned transactions clear their ATCU checking account in a month, have less than \$5,000 on deposit or \$5,000 in total loans. Overdraft protection is provided to you through a savings account. Overdraft protection ensures the clearing of your checks by automatically transferring money from your savings account to your checking account to clear checks presented for payment. The transfers will occur until the \$5 minimum balance is reached in your savings account. Our payment policy will cause your smallest items to be paid first in ascending order. While we reserve the right to pay or not pay any item presented without sufficient funds, you may request that we not pay such items. In that case, we will return any item presented without sufficient funds (NSF). If you prefer that we not pay such items you must contact us by telephone or in writing to inform us that you do not want us to pay any items presented without sufficient funds. If you do not notify us, we retain the right, at our discretion, to pay or not pay any item presented without sufficient funds.

Regular Certificates or IRA Certificates

Compounding and crediting: See "The Rate Sheet" for details on specific certificate terms.

Minimum balance requirements: The minimum balance to open this account is \$5,000 for members 18+ and \$500 for members age 17 and younger. **Transaction limitations:** After the account is opened, you may not make a deposit into the account until the maturity date as stated on the certificate. If this account is being used for an Individual Retirement Account (IRA), the credit union will comply with all government prescribed transaction limitations. AppleTree Credit Union does not provide members with legal advice. If investing in an IRA account, consult your tax advisor for deductible contribution limitations. **Maturity date:** See "The Rate Sheet" for specific maturity information. **Early withdrawal penalties:** We will impose an early withdrawal penalty if you withdraw any of the funds (excluding dividends paid to the account during the current term) before the maturity date. The penalty will be the equivalent of 90 days dividends on the entire account balance for 6-month term certificates. For all other certificate terms, the penalty will be 180 days dividends on the entire account balance. **Renewal Policies:** Your certificate will automatically renew at maturity. You will have a grace period of 10 days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty. Dividends will not be paid on the account during this grace period if the certificate is closed during this time period.

IRA Savings

Compounding and crediting: Dividends will be paid to the account quarterly. The dividend period begins on the first day of January, April, July and October; and ends on the final day of the month of March, June, September and December, respectively. If you close your account before the last day of the month, you will not receive accrued dividends. **Minimum balance requirements:** The minimum balance to open this account is \$0. The minimum balance required to earn dividends on the account is \$200. If the balance falls below \$200 no dividends is accrued for the period the account was below the minimum balance of \$200. **Transaction limitations:** There is no transaction minimum for this account. Deposits and withdrawals will

be accepted in any amount. AppleTree Credit Union will comply with all government prescribed transaction limits. AppleTree Credit Union does not provide members with legal advice. Please consult your tax advisor for deductible contribution limits and other legal information.

Loan Rewards Savings (formerly SaversChoice Fund)

Compounding and crediting: Dividends will be paid to the account monthly. The dividend period begins on the first day of the month and ends on the final day of the month. If you close your account before the last day of the dividend period, you will receive accrued dividends. **Minimum balance requirements:** The minimum balance to open this account is \$5. You must maintain a \$5 minimum balance to avoid a service fee. If, during any day in the month, your account balance falls below the required minimum daily balance, your account will be subject to a service fee. See fee schedule. The minimum balance required to earn dividends on the account is \$200. If the balance falls below \$200, no dividends are accrued for the period the account was below the minimum balance of \$200. **Transaction Limitations:** If this is your only account with the credit union, all checks will be on a minimum two-business day hold.

Escrow (for first mortgages at ATCU)

Compounding and crediting: Dividends will be paid to the account monthly. The dividend period begins on the first day of the month and ends on the final day of the month. If you close your account before the last day of the month, you will not receive accrued dividends. **Minimum balance requirements:** The minimum balance to open this account is \$0. The minimum balance required to earn dividends on the account is \$100. If the balance falls below \$100 no dividends are accrued for the period the account was below the minimum balance of \$100. **Transaction limitations:** There is no transaction minimum for this account. Deposits will be accepted in any amount.

Summer Pay Plan

Because of the special nature of this account, it is available only to the employees of Milwaukee Public Schools. **Compounding and crediting:** Dividends will be paid to the account monthly. The dividend period begins on the first day of the month and ends on the final day of the month. If you close your account before the last day of the month, you will not receive accrued dividends. **Minimum balance requirements:** The minimum balance to open this account is \$0. The minimum balance required to earn dividends on the account is \$200. If the balance falls below \$200 no dividends are accrued for the period the account was below the minimum balance of \$200. **Transaction limitation:** In general no withdrawals can be made from this account, with the exception of extreme emergencies.

Custodial Accounts:

As a parent or guardian if you open an account on behalf of a minor, you will receive a cashier's check for any withdrawal. The check will state it is for the benefit of the minor. This account can not be used for check cashing purposes. These policies are the Uniform Transfers to Minors Act WI Stat 880.61-76.

Rate Information: The dividend rate and Annual Percentage Yield may change at any time as determined by the board of directors.

Balance computation method: Dividends are calculated by the daily balance method which applies a daily periodic rate to the principal in your account each day.

Accrual of dividends: Dividends will begin to accrue on the business day a deposit is made to the account.

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

Insurance: Members' accounts in this credit union are federally insured by the National Credit Union Share Insurance Fund.

Par value of shares; dividend period: The par value of a regular share in this credit union is \$5. The dividend period for the credit union is monthly, beginning on the first day of the month and ending on the last day of the month.

Cash Withdrawals: Cash withdrawals in excess of \$2,000 require a 24-hour notice to the credit union to assure adequate cash is available to honor this request.

In compliance with government regulation D, the following restrictions also apply to the account: During any statement period, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a pre-authorized or automatic transfer or telephone order or instruction, online banking, check, debit card or similar order to a third party. You may make unlimited withdrawals via mail, in person, or ATM. If you exceed the transfer limitations set forth in any statement period, your account could be subject to closure by the credit union or a fee of \$1 per item.

FUNDS AVAILABILITY POLICY

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Deposits of cash, wire transfers, and electronic direct deposits will be available on the day we receive the deposit. However, if we do not receive the information necessary to process an electronic deposit before the day we receive the funds, then the funds will be available on the first business day after we receive the funds and the information. Once the funds are available, you can withdraw them in cash and we will use them to pay checks that you have written. Please remember that even after funds are made available to you, and you have withdrawn funds, you are still responsible for the checks you have deposited that are returned to us unpaid and for any other problems involving your deposit. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 5:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day.

a.) Longer Delays May Apply

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, i.e. third-party checks or personal checks over \$499, funds may not be available until the fifth business day after the day of your deposit. The first \$200 of your deposits, however, will be available on the first business day. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

* We believe a check you deposit will not be paid.

- * You redeposit a check that has been returned unpaid.
- * You have overdrawn your account repeatedly
- * There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit. For members with only a savings account, there will be a minimum 2-business day hold on all checks.

b.) Holds on Other Funds (Check Cashing): If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

c.) Deposits at Automated Teller Machines: Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate may not be available until the fifth business day after the day of your deposit.

ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

This Electronic Funds Transfer Agreement is the contract which covers your and our rights and responsibilities concerning the electronic funds transfer (“EFT”) services offered to you by AppleTree Credit Union (“Credit Union”). In this Agreement, the words “you” and “yours” mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words “we,” “us,” and “our” mean the Credit Union. The word “account” means any one or more savings and checking accounts you have with the Credit Union. Electronic funds transfers are electronically initiated transfers of money from your account through the electronic funds transfer services described below. By signing an application or account card for EFT services, signing your Card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered.

EFT AND REMOTE SERVICES

If approved, you may conduct any one or more of the EFT services offered by the Credit Union.

a. TellerExpress (Audio Response)

To access TellerExpress, you must use your PIN (Personal Identification Number) along with your account number to access your accounts. Your accounts can be accessed under the TellerExpress audio response service via a touch tone telephone only. TellerExpress service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or delinquent accounts or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each telephone call.

b. PCEexpress Electronic/PC EFTS

If we approve the PCEexpress electronic/PC access service for your accounts, your accounts can be accessed under the PCEexpress electronic/PC access service via a personal computer. PCEexpress service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, delinquent accounts or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each access.

c. Shared Service Center

As a member of AppleTree Credit Union, you can use remote locations called Shared Service Centers. A complete list is found at www.cuswirl.com. This is a privilege that may be removed if your membership is not in good standing. Not all account types are eligible for Shared Service Center access. The Shared Service Center may charge different fees and offer other services than AppleTree.

d. Preauthorized EFTS

Direct Deposit. Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security, to your savings or checking account.

e. Preauthorized Debits

Upon authorization by you providing your account information for a preauthorized debit, we will pay certain recurring transactions from your savings and checking account. By establishing a preauthorized debit(s), you agree that if you provide an account number to a merchant and authorize a transaction, the credit union is authorized to pay any checks generated as a result.

f. Electronic Check Conversion

You may authorize a merchant or other payee to make a onetime electronic payment from your checking account using information from your check to pay for purchases or to pay bills. In certain circumstances, such as for technical or processing reasons, we may process your payment as a check transaction.

CONDITIONS OF EFT SERVICES

1) Visa FlexCard/savings & checking debit card

a. Card Ownership and Termination. The card remains property of ATCU and shall be surrendered by you upon request. ATCU may end your card usage and withhold approval of any transaction at any time. You may request to terminate this agreement by notifying ATCU in writing. If you request to terminate this agreement, ATCU may allow the related account to remain open for a reasonable period of time to allow for all authorized transactions to clear the account.

b. Card Uses. The Flex Card is a multiple purpose card. It may be used to make purchases of goods and services at merchants who accept VISA. The Flex Card, when used with a Personal Identification Number (PIN), may be used at any Automated Teller Machine (ATM) displaying the PULSE logo or other interchange network that ATCU might belong in the future. The Flex Card may be used to withdraw, deposit or transfer funds from the

account listed on your application. ATCU will charge the transaction, and any applicable fees, from the account listed on your application. You will receive a receipt for each transaction and the transaction will be detailed on your monthly statement. All deposits made by use of the Flex Card are subject to collection. If a reversal of a deposit overdraws the account, we reserve the right to fee the account and collect the funds from any other account held by you at ATCU. By accepting this Card, you agree not to use it in any illegal activities to include but not limited to illegal gambling. A fee may be imposed by an ATM operator not holding the consumer's account, or by any national, regional, or local network used to complete the transaction.

c. ATCU Liability. ATCU is not responsible for the unavailability or non-operational ATM terminals. ATCU is not liable for any personal injury or property damage incurred by you at any terminal or because of the inability to complete a transaction. Some services may not be available at all terminals.

d. Card Use Limitations. You may not request a transaction at a terminal that you know is malfunctioning; attempt a transaction in conjunction with an account that has been closed by you or ATCU; request a withdrawal from an account if the withdrawal will result in an overdraft; deposit funds not endorsed by you; deposit stale dated funds or funds with other violated restrictions; deposit funds made payable to someone other than yourself or conduct any other activity that would knowingly constitute fraudulent activity.

e. Multiple Party Accounts. Each member who is a party to an account hereby appoints each other member who is a party to an account as member's attorney with power to appoint one or more agents with power to use the card. Each member shall indemnify ATCU for any loss it may be required to pay because of the withdrawals or transfers, after the death of a member, to any person or to the joint survivor.

f. Other Agreements. All terms, conditions and agreements which govern your account also apply to the card.

g. Agreement to Comply With Rules. Your retention of, signature on or use of the card constitutes your agreement to comply with these rules as amended from time to time.

h. Card Use and PIN. The card and PIN are provided for your use and protection. Safely keep the card and PIN and do not permit others to use them. Do not record the PIN on the card or disclose the PIN to another. Immediately report to ATCU any loss, theft, disappearance, known or suspected unauthorized use of the card or any disclosure of the PIN.

i. Liability for Unauthorized Transactions. Contact us immediately if you believe your card has been lost or stolen. You may be responsible for a loss to your account if you do not. If it is a PIN entered transaction you are liable for at most \$50 if you do contact us within two business days. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or PIN, and we can prove we could have blocked subsequent transactions, you could lose as much as \$500. You have a maximum of 60 days after the unauthorized transaction(s) posts to your account to sign FlexCard dispute forms.

j. Transaction and Transfer Limits. You may make up to ten cash withdrawals from a terminal each day, up to an aggregate total of \$300. You may make up to fifteen debit card/POS (point-of-sale) purchases each day, up to an aggregate total of \$2,500. All limits assume balances are adequate to cover this withdrawal. Based on business reasons, your limits may be reduced or otherwise changed. Terminals or terminal operators may have other limits on the amount or frequency of cash withdrawals.

k. Authorization to Credit or Debit Account. Each time your card is properly used, you authorize us to credit or debit your account for the total amount shown on the sales draft, withdrawal or credit voucher originated by the use of the card, whether or not signed by you, and we are permitted to handle these transactions in the same way we handle authorized checks drawn on your account.

l. Liability if We Fail to Make Certain Transfers. If we do not complete a transfer to or from your account on time or in the correct amount when you have properly instructed us to do so, we will be liable to you for damages which you prove are directly caused by our action. We will not be liable if your account does not contain enough money to make the transfer; if the ATM where you make the transaction does not have enough cash to process your transaction; if the terminal or other system was not working properly and you knew about the breakdown; circumstances beyond our control prevent the transaction.

m. Foreign Transactions. Payment must be made to ATCU in U. S. Dollars for transactions initiated in any other currency. The transaction will be converted to U. S. Dollars, and this may occur on a different date, resulting in a different exchange rate. Your account will be debited for the converted amount, conversion fees and any charges that may be assessed by ATCU.

n. Severability. The invalidity of any provision of this agreement will not affect the validity of any other provision.

o. Enforcement. We can delay enforcing our rights under this agreement without losing them. We can also accept partial payments marked "payment on full" without losing any of our rights.

p. Applicable Law. This agreement is made in Wisconsin and will be governed by Wisconsin and Federal law.

q. Amendments. We may amend terms and conditions at any time. If an immediate change in the terms or conditions is necessary for security reasons, we may amend terms and conditions with no prior notice. Otherwise, notice will be provided to you at least twenty one days before the amendment becomes effective if the amendment will result in increased fees or liability to you or stricter limitations on the transfers you may make.

r. Business Days. Our business days are set by the Federal Reserve Board and are usually Monday through Friday, excluding holidays.

2. RIGHT TO RECEIVE DOCUMENTATION

a. Periodic Statements Transfers and withdrawals made through any ATM or POS terminal, Debit Card transactions, audio response transactions, preauthorized EFTs or electronic/PC transactions will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

b. Terminal Receipt You will get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM, POS terminal, or Debit Card transaction with a participating merchant.

c. Direct Deposit If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling TellerExpress at (414) 546-7808. This does not apply to transactions occurring outside the United States.

3. ACCOUNT INFORMATION DISCLOSURE

We will disclose information to third parties about your account or the transfers you make; as necessary to complete transfers; to verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant; to comply with government agency or court orders; or if you give us your written permission.

a. Liability For Direct Or Consequential Damages If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds or pursuant to our Funds Availability Policy, if the transaction involves a loan request exceeding your credit limit, if you used your Card or access code in an incorrect manner, if the ATM where you are making the transfer does not have enough cash, if the ATM was not working properly and you knew about the problem when you started the transaction, if circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction, if the money in your account

is subject to legal process or other claim, if funds in your account are pledged as collateral or frozen because of a delinquent loan, if the error was caused by a system of any participating ATM network, if the electronic transfer is not completed as a result of your willful or negligent use of your Card, access code, or any EFT facility for making such transfers, if the telephone or computer equipment you use to conduct audio response or electronic/PC transactions is not working properly and you know or should have known about the breakdown when you started the transaction, and any other exceptions as established by the Credit Union, we are not liable for damages.

b. Stop Payment Rights If you have arranged in advance to make regular electronic fund transfers out of your account(s) for money you owe others, you may stop payment of preauthorized transfers from your account. You must notify us orally or in writing at least three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made.

c. Notice Of Varying Amounts If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

d. Liability For Failure To Stop Payment Of Preauthorized Transfers If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

4. NOTICES

All notices from us will be effective when we have mailed them or delivered them to your last known address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered.

5. TERMINATION OF EFT SERVICES

You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your Card and any access code. You must return all Cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, you must notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your Card or access code for any EFT service. Whether you or the Credit Union terminates this agreement, the termination shall not affect your obligations under this Agreement for any EFTs made prior to termination.

6. GOVERNING LAW

This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Wisconsin and local clearing-house rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

7. ENFORCEMENT

In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. If there is a lawsuit, you agree that it may be filed and heard in the county and state in which the Credit Union is located, if allowed by applicable law.

8. ACH ITEMS-CCD AND CTX CREDITS

Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, ATCU is not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you. The following disclosures apply to all accounts listed. AppleTree Credit Union will comply with all laws and regulations to which it is subject. If, at any time, you have questions on your account, please feel free to contact us at any of our offices.

Provisional Payment Disclosure

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.

9. ERRORS AND QUESTIONS ON YOUR STATEMENT. If your monthly statement lists transactions that you did not make, tell us at once. Telephone us at (414) 546-7800 or write us at 11333 W. Greenfield Ave., West Allis, WI 53214. ATCU must hear from you no later than sixty days after the statement was mailed to you. Please do the following:

- * Tell ATCU your name and account number.
- * Describe the error or the transfer you are unsure about and explain why you believe it is in error or why you need more information.
- * Tell ATCU the dollar amount of the suspected error.

If you tell ATCU orally about a problem, we may require that you send us your complaint or question in writing within ten business days. If you do not tell us within sixty days after the statement was mailed to you, you may not get any money back. We will tell you of the results of our investigation within ten business days after we hear from you and correct any error promptly. If we need more time to properly investigate, we may extend this period by thirty-five additional days, after provisionally crediting your account while we investigate. If you have told us orally about a problem and you have not provided written confirmation within ten days of being asked, we will not provisionally credit your account. If we decide that there was no error, we will send you a written explanation three days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. For point of sale transfers and foreign initiated electronic funds transfers we may take twenty business days after we hear from you, or alternately, credit your account and resolve the error within ninety days.

Fee Schedule

DESCRIPTION	CHARGE
Account Reconciliation/Research	\$15/hr. (1 hr min.)
ATM Empty Envelope	\$25
Cash Deposit Fee (after \$10,000 per mo.)	1% of total at mo. end
Cashier's Check (1 free/day)	\$3 each
Cashier's Check copy	\$15
Cashier's Check--Reissue	
\$25—reissued before 10th day from initial issuance	
\$0—reissued after 11th day from initial issuance	
Check-Foreign (Canadian only)	\$15
Check printing fee	varies
Checks-temporary	\$5 for 8
Check copy fee	\$2 each
Closing account fee (within 90 days of opening)	\$20
CIRRUS network fee (out-of-state ATM)	\$2/withdrawal
Dormant fee (no activity for one year)	\$5 per month
Cashiers Check Redeposit (not used for purposes intended) (void after 90 days redeposit)	\$7 per check \$25 per check
Certified Check	\$25
Chex Systems removal	40% of amt
Credit card cash advance	\$10 per
Coin-counting	5% of total
Collection fee	\$50
FlexCard/PIN-Expedited	Actual Expense
Duplicate PIN or FlexCard	\$5 each
FlexCard replacement	\$10 each
Forced Closure	\$50
Checking monthly service fee (see ChoiceChecking disclosure)	\$7-Can be waived
Money market fee-below \$2,000	\$10/occurrence
Non-member, on-us check cashing	\$10 under \$500 \$20 over \$500
Non-sufficient funds (NSF)	\$26.90
Overdraft transfers- ACH and Checks ATM, POS, and Debit	\$5 each day per type \$5 per item
Returned mail fee	\$10 per month
Savings Minimum Balance*	See * below
Shared Service Center Transactions	1 free withdrawal and 1 free transfer per mo.; \$2 each thereafter
Statement copies/Account history	\$5 each month
Stop payment-ACH withdrawal (including loan payment)	\$30 per time

*The minimum daily balance in savings is \$100 to avoid a \$5 monthly service fee. The fee can be waived if the aggregate of your deposit accounts under one member number equals \$100 or more, if you have a loan balance, or if you're 17 years old or younger.

Telephone transfer/check request	\$5
Wire Transfers	
Outgoing wire	\$20
Incoming wire	\$10
Foreign wire, outgoing	unavailable
IRA: Direct Transfer Fee, per transfer	\$25

Terms used interchangeably throughout this disclosure and in other credit union documents include: overdrawn funds, insufficient funds, non-sufficient funds (NSF) or variations of this wording.

We may collect all fees from any deposit account you may hold with us. We reserve the right to close your account for just cause, including but not limited to inactivity or dormancy. Any uncollected fees, waived early withdrawal penalties, or other losses incurred by the credit union must be satisfied in full before a membership is reestablished.

Please use caution when requesting a cashier's check, because by Federal Law, a stop payment on an issued cashier's check is not allowed.

LOAN SERVICING CHARGES

DESCRIPTION	CHARGE
First ACH Debit change	no charge
thereafter	\$20 per
Amortization schedule	\$5
Appraisal – Trans Union	\$50
Credit Report (mortgage loans)/person	\$3.96
Duplicate 1098 Form	\$10
Duplicate copy of loan documents	\$10
Duplicate Lien release	\$10
Duplicate Mortgage Satisfaction	\$10
Extension of Loan due date	\$20
Fax/Mail Pay-off Statement	\$25 for 2 nd request
Flood Plain Letter	\$20 or (actual cost)
Late Charge	As disclosed on loan contract
Mortgage Recording	\$30 or (actual cost)
Mortgage (1 st) Origination Fee	\$225
Partial or early release of lien	\$25
Returned NSF for loan	See fee schedule
Satisfaction filing	\$30 or (actual cost)
Stop payroll/direct debit one-time	\$24.90
Subordination agreement	\$150
Title search / Letter report	\$70 or (actual cost)
Second Mortgage/HELOC Origination Fee	\$25
Loan Rewrite Fee/adding less than \$10,000	\$300

Loan servicing charges are subject to change without prior notification. A charge may apply to services not listed, but available on request. Collection/Legal costs are additional.

