



## North Shore Federal Credit Union Disclosure Statements

*LET'S START OUT ON THE SAME PAGE(S).*

We apologize in advance for the long read. However, when you're in the business of handling people's money, it's important that everyone understand the ground rules. So grab a cuppa Joe, settle back into a comfortable chair, and enjoy the read.

Rule #1: Follow the Rules.

This information contains the rules which govern your account(s) with us. Please read this information carefully. If you sign your membership application or continue to have an account with us, you agree to these rules, our by-laws, and any by-law amendments. You agree to pay the fees we charge and you give us the right to collect any fees, as earned, directly from the account balance. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this information. If you have any questions, please call us. This agreement is subject to applicable federal laws and the laws of the State of Minnesota (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here.

The purpose of this information is to:

1. Summarize the existing rules applicable to the more common transactions;
2. Establish rules to govern transactions or events which the law does not regulate; and
3. Establish rules for certain events or transactions which the law already regulates but permits variation by agreement.

We may permit some variations from this standard agreement, but any variations must be agreed to in writing either on our signature card for the account or in some other written form.

As used in this information, the words "we", "our", and "us" mean the credit union and the words "you" and "your" mean the owner(s) of this account and any "agent" appointed by or on behalf of the owner(s) to sign on the account in a representative capacity.

## *AUTOMATED SERVICES DISCLOSURE*

### *E-Branch*

You hereby agree to the rules and regulations affecting the E-Branch service provided by us for your convenience and the issuance of the password.

#### *Accessing E-Branch*

Log on to [www.northshorefcu.org](http://www.northshorefcu.org). The E-Branch system has been optimized for devices that have a minimum display resolution of 1024 x 768 pixels with 16-bit color and Internet Explorer 6.0 or higher, or Firefox 1.5 or higher are recommended.

#### *Password*

Your password will be your remote banking signature and you are responsible for maintaining its confidentiality. We will issue to you a computer-generated password for your initial log-in. It is required that you change this password after your initial log-in. The password should be memorized and not written, in order to prevent unauthorized use and so you may report its loss or theft accurately. Only you and those who you authorize are allowed to access your account with the use of your password.

#### *Types of Transactions Available*

You may use your password with the E-Branch service to obtain information related to any of your savings and loan accounts regarding current balances and account history, loan payoff amounts, payments, and due dates. You may change your password and/or apply for a loan online. You may also transfer funds within your account and between your account and other accounts that have been authorized in writing prior to such transfer requests. E-Branch allows you to withdraw funds from savings and checking by check, made payable to you and mailed to you at your mailing address, make loan payments from any savings or checking account and make bill payment transfers to vendors you have authorized prior to such transfer. You may make deposit transfers within your account and other accounts that you are authorized to access as often as you like. You may transfer up to the balance in your accounts at the time of the transfer, except as limited under other agreements. We reserve the right to refuse any transaction that would draw upon insufficient funds or lower an account below a required balance. E-Branch transactions may be made at any time, seven (7) days a week, except when the service is unavailable due to backup procedures and/or maintenance.

#### *Documentation of Transactions*

You will receive a monthly or yearly statement of your account activity. You will not receive any other slip or confirmation of an E-Branch transaction.

#### *Cancellation*

We may cancel your E-Branch services at any time without notice or cause. Any cancellation or termination shall not affect any of your existing liability to us.

#### *Trusted Account Relationships*

You may, by completion of the E-Branch Trusted Account Agreement, grant trusted account status to another NSFCU account and all individuals who are signed onto that account. You may designate what shares and/or loans they would have access to and to what levels of service they would be given access to within those shares and/or loans.

### *Electronic Bill Pay*

E-Pay is accessed through the use of E-Branch and is currently available only to members with a NSFCU share draft account and who have signed up for the services of Electronic Statements. All disclosures from E-Branch apply. By signing the Automated Services Request Form, you authorize us to serve as your agent in processing payments and/or transfers which you establish and schedule through On-line Bill Pay services and authorize us to post such payments and/or transfers to your designated account. NSFCU limits the number of free transactions each month to 15 and may charge a fee for subsequent payments. You understand that we may not make certain payments if sufficient funds are not available in your designated account. We will process bill payment transfer requests only to those vendors for whom we have a proper name, billing address and valid account number.

We will not process any bill payment transfer if the required transaction information is incomplete. In order for a bill payment request to be processed, it must be set up properly in the system by 10:00 a.m. on the intended transaction date. The designated funds will be

withdrawn from your account for bill payment transfer at any time on the date we process your transaction. We will process your bill payment transfer request within one (1) business day of the day you schedule for payment. Payments are not processed on Saturdays, Sundays or holidays. You must allow sufficient time for mail delivery and for vendors to process your payment after they receive a payment from us. You must leave as much time as though you were sending your payment by mail. We cannot guarantee the date and/or time that any payment will be credited to your account by the vendor. We will not be responsible for any late fees, charges or penalties incurred as a result of a payment not being scheduled in a manner that allows for sufficient time for delivery and processing. Any bills paid via paper draft are mailed via the United States Postal Service and may be subject to a delay in delivery. Some electronic bill payments that pay from your account may be in an ACH paperless form. Other payments may be in the form of a paper draft that reflects the payee, dollar amount, date and the account number you indicated when scheduling the payment.

#### ***Payment Cancellation***

To prevent payment of a bill, you must unschedule the payment prior to the date you had scheduled it for payment.

#### ***Inaccurate Payments***

You are responsible for verifying the accuracy of payment information before the payment is scheduled and/or processed. We are not liable for any payment initiated by you which contains inaccurate payment amount, account information, or payee information.

#### ***Electronic Statements***

By accepting the E-Statement terms, you have elected to receive your periodic account statements electronically and understand that you will no longer receive a statement by US Mail. You also agree to receive electronically any other disclosures or notifications, including IRS reporting information, which NSFCU routinely includes with or on your statements. If you change your email address, you are responsible to promptly notify NSFCU of your new address. Your email address can be updated directly through E-Branch or by contacting your local NSFCU branch office. You will be notified each statement period when you login to E-Branch that a new statement is available online. Statements will normally be available the evening of the last business day of the month and will remain available for at least 12 months. You may request a paper copy of your statement, which will be subject to a fee, by contacting your local NSFCU branch. The following software requirements are necessary to receive and view your statement online: Adobe Acrobat Reader 6.0 or higher (available at <http://www.adobe.com>), an Internet connection, and a Web browser capable of at least 128 bit encryption. By accepting the terms of this agreement, you represent that you are authorized to enter into this agreement for all persons who are authorized to access this account and that such persons will be bound by the terms of this agreement. You have the right to terminate your electronic statement access at any time by providing written notice to North Shore Federal Credit Union, PO Box 159, Silver Bay MN 55614 or by visiting your local branch office. It may be necessary from time to time to change the terms or conditions regarding your statement access. In the event such a change is necessary, we will display a message when you login to E-Branch.

#### ***Text Message Banking***

NSFCU Text Message Banking is a service designed to provide members with quick access to accounts/transfers via mobile communication devices. Please log in to E-Branch or E-Branch Mobile for any additional information about your account. As a prerequisite to enrolling in Text Message Banking, members must opt-in to accept free E-Statements from NSFCU. It's a simple process; on the main E-Branch menu choose E-Statements and then My Statements and simply follow the screen instructions. You may then enroll in Text Message Banking. Definitions, Terms of Sent and Received Text Messages, and Fees:

1. "Sent message(s)" is/are defined as an information request sent by you, the member, to NSFCU's designated Text Message Banking number, 57682. There is no charge from NSFCU for sent messages.
2. Received message(s)" is/are defined as any response from NSFCU, regardless of number, in reply to a sent message by you. All balance information disclosed to you through Text Message Banking is, by default, available balance information. 'Pending' transactions will not be included when requesting to receive your transaction history.
3. You should never reply to any received messages as they may come from a different number (i.e. 70389) or may contain information not visible to you that would make the message unreadable by NSFCU. Always create a new sent message to 57682 when using Text Message Banking.
4. NSFCU reserves the right to impose fees for excessive messages generated during any monthly period. NSFCU also reserves the

right to restrict your access to this service if it is abused in any way.

5. Fees are subject to change at any time. You will receive at least thirty (30) days notice for any and all fee changes.

Standard wireless carrier charges apply from your provider. You confirm, declare, and acknowledge that the phone number(s) provided to NSFCU is/are owned/in your control and that, unless otherwise disclosed to NSFCU in writing, any communication from and to the said phone(s) is and shall be with your knowledge and control. You shall, in all circumstances, accept full responsibility for any and all instructions sent to NSFCU from the phone(s) and hereby authorize NSFCU to act on the instructions and process any and all transactions.

NSFCU is not responsible for updating the phone(s), phone number(s) or any other personal information located within E-Branch. In the event your phone is lost or stolen it is your responsibility to remove the phone number from your account through E-Branch or to contact us right away.

NSFCU will make its best efforts to carry-out instructions received by it within such time as may be specified by NSFCU, however, NSFCU does not guarantee that the fulfillment of instructions/availability of Text Message Banking within such specified time frames since the Text Message Banking depends on various electronic technology used from time to time and may pass through various intermediaries, which could cause delays in receipt/transmission of any Instructions by/from NSFCU from/by you. Accordingly, NSFCU shall not be liable for any loss, damage whether direct or indirect, costs, charges or expenses incurred by you due to a delay/inability in providing Text Message Banking.

### ***E-Deposit***

This E-Deposit Application End User License Agreement (“Agreement”) constitutes a legal agreement between North Shore Federal Credit Union, a federally chartered credit union organized and existing under the laws of the United States of America, its subsidiaries, affiliates, agents and/or licensors, Cachet Financial Solutions, Inc. Organized and existing under the laws of the State of Minnesota (collectively and individually referred as “we” “us” “our”) and you governing your use on various computing devices, including mobile, tablet, or desktop a remote deposit capture application (“Application”) for conducting financial transactions provided .

Members who are not signed up for the eVenture™ account, may incur a per time fee for using this service. Please review the Member Fee Schedule for fee amounts associated with this service.

#### ***Description of Application***

E-Deposit is a personal financial information management service that allows you to transmit and deposit checks and other financial instruments through use of the Application provided by us through our online banking services using compatible and supported mobile phones and/or other compatible and supported wireless devices or network devices under your control (the “Service”).

We reserve the right to modify the scope of the Services at any time. We reserve the right to refuse to make any transaction you request through the Service. You agree and understand that the Services may not be accessible or may have limited utility over some networks, such as while roaming.

#### ***License and Restrictions***

Subject to the terms of this Agreement, we hereby grant you a limited, personal, revocable, nonexclusive, nonsublicensable, nonassignable, nontransferable, nonresellable license and right to use the Application for the sole purpose of your use of the Service.

You acknowledge and agree that any and all intellectual property rights (the “IP Rights”) in the Service and the Application are and shall remain the exclusive property of us. Nothing in this Agreement intends to or shall transfer any IP Rights to, or to vest any IP Rights in, you. You are only entitled to the limited use of the rights granted to you in this Agreement. You will not take any action to jeopardize, limit or interfere with the IP Rights. You acknowledge and agree that any unauthorized use of the IP Rights is a violation of this Agreement, as well as a violation of applicable intellectual property laws. You acknowledge and understand that all title and rights in and to any third party content that is not contained in the Service and Application, but may be accessed through the Service, is the property of the respective content owners and may be protected by applicable patent, copyright, or other intellectual property laws and treaties.

1. You agree not to sell, assign, rent, lease, distribute, export, import, act as an intermediary or provider, or otherwise grant rights to third parties with regard to the Application or Service or any part thereof without our prior written consent.
2. You agree not undertake, cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of the Application, the Service, or any part thereof. You agree not intercept, capture, emulate, or redirect the communications protocols used by us for any purpose, including without limitation causing the Service or Application to connect to any computer server or other device not authorized by us.

3. We reserve the right to add or delete features or functions, or to provide programming fixes, updates and upgrades, to the Service or Application. You acknowledge and agree that we have no obligation to make available to you any subsequent versions of the Application. You also agree that you may have to enter into a renewed version of this Agreement if you want to download, install or use a new version of the Service or Application.
4. We have no obligation whatsoever to furnish any maintenance and support services with respect to the Service or Application, and any such maintenance and support services provided will be provided at our discretion.
5. You grant to us a nonexclusive, perpetual, non-revocable, royalty free license to use, retain, and share any information transmitted through the Application by you, including, your location, and device based location information, account numbers, name, date, account amount, and endorsements solely for the purpose of providing the Services. This license shall survive termination of this Agreement for such period as necessary for us to provide the Services, comply with the law, or comply with an internal guidelines or procedures.

#### ***Compliance and Indemnification***

1. You agree to use the products and Service for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and will handle the original items in accordance with applicable laws, rules and regulations.
2. Any image of a check that you transmit using the Application must accurately and legibly provide all the information on the front and back of the check necessary to process the check, including any required endorsements
3. You are responsible for any loss or overdraft plus any applicable fees per each presentment to your Account due to an item being returned.
4. In the event any item that you transmit for remote deposit that is credited to your account is dishonored, you authorize us to debit the amount of such item from your account.
5. You agree to notify us immediately if you change your email address, as this is the email address where we will send you notification of receipt of remote deposit items.
6. You understand and agree that the Services may at times be temporarily unavailable due to the system maintenance or technical difficulties including those of the Internet. In the event that the Services are unavailable, you acknowledge that you can deposit an original check at our branches or by mailing the original check to us at our then current address. It is your sole responsibility to verify that items deposited using the Services and Application have been received and accepted for deposit.
7. Processing of transactions may be limited based upon our normal hours of operation, or those of third party financial service organizations involved in a transaction.
8. You make the following warranties and representations with respect to each image of an original check you transmit to us utilizing the Application:
  - a) Each image of a check transmitted to us is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
  - b) The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
  - c) You will not deposit or otherwise endorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.
  - d) Other than the digital image of an original check that you remotely deposit through the Application, there are no other duplicate images of the original check.
  - e) You have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
  - f) You are authorized to endorse each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to endorse such transmitted item.
  - g) The information you provided remains true and correct and, in the event any such information changes, you will immediately notify us of the change.

- h) You have not knowingly failed to communicate any material information to us.
  - i) You have possession of each original check deposited using the Application and no one will submit, or has submitted, the original check for payment.
  - j) Files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.
  - k) In the event that you believe there has been an error with respect to any original check or image thereof transmitted for deposit, you will immediately contact us regarding such error or breach as set forth below.
9. You agree to indemnify and hold us harmless, along with our directors, officers, employees, shareholders, and agents from and against all liabilities, losses, costs, expenses (including reasonable attorney's fees), and damages resulting from: (1) any negligent acts, omissions or willful misconduct by you; (2) your use of the Service and Application; (3) any breach of this Agreement by you; and/or (4) your violation of any law or of any rights of any non-party. The provisions of this section are for the benefit of us and our officers, directors, employees, shareholders, and agents, licensors. Each of these individuals or entities expressly retains the right to assert and enforce those provisions directly against you on its own behalf.

### ***Termination***

This Agreement and your use of the Service and Application may be immediately terminated if you use of the Application in a manner that violates any term of this Agreement or any other applicable agreement between you and us. Upon termination of this Agreement you: (a) acknowledge and agree that all licenses and rights to use the Service and Application shall terminate; (b) will cease any and all use of the Application; and (c) will remove the Application from all computing devices, hard drives, networks, and other storage media in your possession or under your control.

### ***Legal Compliance And Export Restrictions***

You represent and warrant that: (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties. You also acknowledge that the Service and Application may be subject to other U.S. and foreign laws and regulations governing the export of software by physical or electronic means. You agree to comply with all applicable US and foreign laws that apply to us as well as end-user, end-use, and destination restrictions imposed by U.S. and foreign governments.

### ***Warranty Disclaimer***

- 1. We cannot foresee or anticipate all technical or other difficulties related to the application or services. These difficulties may result in loss of data, personalization settings or other application interruptions. We assume no responsibility for any disclosure of account information to non-parties, the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of the application.
- 2. We assume no responsibility for the operation, security, functionality or availability of any computing device or network which you utilize to access the application or use service.
- 3. You agree to exercise caution when utilizing the application on your computing device and to use good judgment and discretion when obtaining or transmitting information.
- 4. The services and application provided hereunder are provided "as is," with all warranties disclaimed, including, all express or implied warranties, implied warranties of merchantability, fitness for a particular purpose, and any similar warranty whether said warranty arises under provisions of any law of the united states or any state thereof. There are no representations or warranties that the software is free of rightful claims of any third party for infringement of proprietary rights. The entire risk associated with the use of the services and licensed application shall be borne solely by you.
- 5. There is no warranty that the services and application will meet your requirements, that access to the services will be uninterrupted, timely, secure, error free, or that any defects in the services and application will be corrected. You acknowledge that any data or information downloaded or otherwise obtained or acquired through the use of the service and application are at your sole risk and discretion and we will not be liable or responsible for any damage to you or your property. You acknowledge that it is your responsibility to follow proper backup procedures to protect against loss or error resulting from use of the services and licensed application.
- 6. No advice or information, whether oral or written, obtained by you from us shall create any warranty not expressly stated in this agreement.
- 7. Some jurisdictions do not permit the disclaimer of certain implied warranties, so certain of the foregoing disclaimers may not apply to you.

### ***Limitation of Liability***

In no event shall we be liable to you for special, indirect, incidental, economic (including, but not limited to lost revenues or lost profits) or consequential damages whether arising under contract, warranty, or tort (including negligence or strict liability) or any other theory of liability. Our total liability for any and all damages, regardless of the form of the action, shall be limited and capped in their entirety to the greater of five hundred dollars or the total amount paid, if any, by you for the licensed application and any monthly fees charged to you during the one (1) month immediately prior to the date that the events giving rise to the action or claim first occurred. The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply in any and all circumstances. Some jurisdictions do not allow certain limitations of liability, so certain of the foregoing limitations may not apply to you.

#### ***Notices/Contact Information***

All communication with us should specify your name and Account information. Our contact information is as follows: North Shore Federal Credit Union, 85 Outer Drive, Silver Bay, Minnesota, 55614, Toll-Free 800.450.0709, local 218.226.4401, FAX 218.226.3613. All notices from you must be made in writing. Legal notice to us shall be effective when directed to our Legal Department and received at our address.

#### ***General Information***

The laws of the State of Minnesota and applicable provisions of federal law, excluding its conflicts-of-law rules, govern this Agreement. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed to reflect the parties' original intent, and the remaining portions shall remain in full force and effect. The failure of us to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. You agree not to transfer or assign this Agreement or any of your rights under this Agreement. Any purported transfer or assignment by you in violation of this section is void. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the parties, their successors, permitted assigns and legal representatives. The provisions of this Agreement relating to intellectual property ownership, restrictions on use, disclaimers of warranties, limitations of liability and indemnification shall survive termination or expiration of this Agreement for any reason. The section titles in this Agreement are for convenience only and have no legal or contractual effect.

Any controversy or claim arising out of or relating to this Agreement is to be resolved by arbitration. The arbitration is to be administered by the American Arbitration Association and is to be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration is to be held before a panel of three arbitrators, each of whom must be independent of the parties. No later than 15 days after the arbitration begins, each party shall select an arbitrator and request the two selected arbitrators to select a third neutral arbitrator. If the two arbitrators fail to select a third on or before the 10th day after the second arbitrator was selected, either party is entitled to request the American Arbitration Association to appoint the third neutral arbitrator in accordance with its rules. Before beginning the hearings, each arbitrator must provide an oath or undertaking of impartiality. Either party may seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party. By doing so, that party does not waive any right or remedy under this Agreement. The interim or provisional relief is to remain in effect until the arbitration award is rendered or the controversy is resolved. The arbitrators are to have no authority to award punitive damages or other damages not measured by the prevailing party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the provisions of this Agreement. Any arbitration proceeding under this Agreement must be commenced no later than two years after the controversy or claim arose. Failure timely to commence an arbitration proceeding constitutes both an absolute bar to the commencement of an arbitration proceeding with respect to the controversy or claim, and a waiver of the controversy or claim. The arbitrators are to interpret all controversies and claims arising under or relating to this Agreement in accordance with the laws set forth in Section 9(a). The arbitration is to be conducted in Lake County, Minnesota. Each party shall submit to any court of competent jurisdiction for purposes of the enforcement of any award, order or judgment. Any award, order or judgment pursuant to arbitration is final and may be entered and enforced in any court of competent jurisdiction.

#### ***Electronic Safe Deposit Storage***

Electronic Safe Deposit allows members the ability to upload and securely store personal documents. The files are stored in an encrypted fashion and can only be decrypted by the member upon download. The files are accessible 24-7 from within E-Branch.

All NSFCU members signed up for E-Branch will receive up to 5 gigabits of storage space for free. eVenture members will receive a larger block of space for free. All members will have access to larger blocks of storage space at an additional cost. Refer to the Member Fee Schedule for specific costs. Maximum storage space allowed per member is 100 gigabits. Members who exceed the free storage space limit(s) will be automatically moved to the next higher limit and may incur a monthly fee.

NSFCU assumes no responsibility or liability for the quality or usefulness of any digitally stored document. Always keep your original documents in a secure location. NSFCU assumes no responsibility or liability for any document that is not successfully uploaded or stored within the E-Safe Deposit Box. Always verify the upload process is complete and successful.

The legal validity of digitally stored documents varies by document type and State of origin. Should you need to reproduce any document for legal purposes, consult an attorney to determine the legal validity of the digitally stored document.

## FUNDS AVAILABILITY & CHECK 21 DISCLOSURES

### *Funds Availability*

This policy statement applies to all of our accounts with the exception of our Term Share Certificates. Our policy is to make funds from your deposits available to you immediately. At that time, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

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

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

If you make a deposit at an ATM before that ATM's daily cutoff time, the funds deposited will be credited to your account the following business day after 2:00 p.m. If you make a deposit at an ATM after that ATM's daily cutoff time, the deposit will not be credited to your account until the second business day after 2:00 p.m. NSFCU does not control ATM cutoff times at non-NSFCU ATMs.

### *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 second (2nd) business day after the day of your deposit. However, the first \$300.00 of your deposits will be available immediately. If we are not going to make all of the funds from your deposit available immediately, 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, up to seven (7) business days, under the following circumstances:

- We have reason to doubt the collectability of a check you deposit.
- You deposit checks totaling more than \$5,525.00 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment. We will notify you if we delay your ability to withdraw funds for any reasons, and we will tell you when the funds will be available. They will be available no later than the tenth business day after the day of deposit.

### *Check 21*

#### *What is Check 21?*

Check 21 is the name commonly used to refer to the Check Clearing for the 21st Century Act. This legislation, passed by Congress and signed into law by the president, clears the way to incorporate electronic technology that will streamline the traditional check processing system financial institutions have relied upon for many years. The Act became effective Oct. 28, 2004.

Check 21 allows for the "truncation" of checks earlier and more often. Truncation is the process of physically removing the check from the processing system and replacing that check with an electronic image of the front and back of the original check. This electronic data can be processed quickly and safely using state-of-the-art technology and can be used to create a substitute paper check if necessary.

#### *What is a substitute check?*

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that we process through your account may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or



to electronic debits to your account. However, you have rights under other law with respect to those transactions.

***What are my rights regarding substitute checks?***

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, NSF check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account would have accrued any interest. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest if applicable) within 10 business days after we received your claim and the remainder of your refund (plus interest if applicable) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

***How do I make a claim for a refund?***

If you believe that you have suffered a loss relating to a substitute check that was posted to your account, please contact us at:

NORTH SHORE FEDERAL CREDIT UNION BOOKKEEPING DEPARTMENT  
P.O. BOX 159, 85 OUTER DRIVE  
SILVER BAY, MN 55614  
Business Days: Monday - Friday  
Excluding Federal Holidays  
Phone (218) 226-4401  
MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, the amount of the check and any other identifying information.

## ELECTRONIC FUND TRANSFERS DISCLOSURE

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

### ***Direct Deposits***

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

### ***Preauthorized Withdrawals***

You may make arrangements to pay certain recurring bills from your Checking or Share Savings account(s).

### ***ATM Transfers - types of transfers, dollar limitations, and charges***

You may access your account(s) by ATM using your ATM/debit card and personal identification number, to:

- make deposits to checking and/or share savings account(s) with an ATM or debit card
- get cash withdrawals from checking and/or share savings account(s) with an ATM or debit card. You may withdraw no more than \$500.00 per day.
- transfer funds from share savings to checking account(s) with an ATM or debit card.
- transfer funds from checking to share savings account(s) with an ATM or debit card.
- get information about the account balance of your checking and/or share savings account(s) with an ATM or debit card.

### ***Types of Debit Card Transactions***

You may access your Checking account(s) to purchase goods (in person or by phone), pay for services (in person or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that you can do with a credit card (that a participating merchant will accept with a credit card).

### ***Debit Card Transactions - dollar limitations and charges***

Using your debit card, you may not exceed \$5,000.00 in transactions per day. Please also see *Limitations on Frequency of Transfers* section regarding limitations that apply to debit card transactions.

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

In addition to those limitations on transfers elsewhere described, if any, the following limitation applies. For security reasons, there are other limits on the number of transfers you can make by ATM or debit card.

### ***Termination***

You may terminate the electronic fund transfer agreement by written notice to us. We may terminate the electronic fund transfer agreement by written notice to you.

### ***Charges for Electronic Fund Transfers***

We do not charge for direct deposits to any type of account. We do not charge for preauthorized withdrawals from any type of account. Except as indicated elsewhere, we do not charge for electronic fund transfers.

### ***Right to Documentation***

- **Terminal Transfers** You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals.
- **Direct Deposits** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money. If the only possible transfers to or from your account are preauthorized deposits, you will get a yearly statement from us.
- **Direct Deposits** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (218) 226-4401 to find out whether or not the deposit has been made. If the only possible transfers to or from your account are direct deposits, you will get a yearly statement from us.
- **Periodic Statements** You will get a monthly account statement from us for your Checking accounts. You will get a monthly account statement from us for your Share Savings accounts if they are included as overdraft protection for your Checking account. In any case, you will get a statement at least yearly.

### ***Stop Payment Procedures and Notice of Varying Amounts***

#### **Right to Stop Payment and Procedure for Doing So**

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how: Call or write us at the telephone number or address listed in this brochure in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you \$10.00 for each stop payment order you give.

#### **Notice of Varying Amounts**

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

#### **Liability for Failure to Stop Payment of Preauthorized Transfer**

If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. We are not liable for failure to stop payment if the amount of the electronic funds transfer changes.

### ***Our Liability***

#### **Liability for Failure to Make Transfers**

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will **NOT** be liable, for instance:

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

### ***Disclosure of Account Information to Third Parties***

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

- (1) where it is necessary for completing transfers;
- (2) in order to comply with government agency or court orders; or
- (3) if you give us permission.

### ***Unauthorized Transfers***

#### **Liability Disclosure**

Tell us at once if you believe your card has been lost or stolen. Telephoning is the best way of keeping your possible losses down. We will be liable for all unauthorized transfers unless the unauthorized transfer was (1) due to the negligent conduct or intentional misconduct of the operator of an electronic financial terminal or his agent, in which case the operator or his agent shall be liable, or (2) due to the loss or theft of your card. If due to the loss or theft of your card, your liability for losses from unauthorized transfers is the lesser of \$50 or the amount of unauthorized transfers made prior to the time you notify us of the loss or theft. Also if you fail to notify us within 60 days after you receive a statement containing unauthorized transfers, you could be liable for up to \$50 for unauthorized transfers appearing on the statement or occurring during the 60 day period, plus the amount of unauthorized transfers that occur after the 60 day period, if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

#### **Address and Telephone Number**

If you believe your card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in this brochure.

### ***Right to Bring Civil Action***

You may bring a civil action against any person violating any provision of Minnesota Statutes #47.69 (governing consumer privacy and unauthorized withdrawals). If you prevail in such an action, you may recover the greater of your actual damages or \$500. You may also be entitled to recover punitive damages, your court costs and reasonable attorney's fees.

### ***Time Needed to Complete Terminal Transactions***

- Withdrawals made at a terminal will normally be completed and charged to your account the next business day.

- Deposits made at a terminal will normally be credited to your account the next business day.
- Transfers between accounts will normally be completed the next business day.

### ***Point-of-Sale Transactions***

You cannot reverse a point-of-sale transaction.

### ***Error Resolution***

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this information as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you later than 60 days after we sent the FIRST statement on which the problem or error appeared. (1) Tell us your name and account number (if any). (2) Describe the error or transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information. (3) Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 10 business days (20 business days if the transfer involved a point-of-sale transaction or a foreign initiated transfer) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a point-of-sale transaction or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this we may issue a provisional credit to your account within 10 business days (20 business days if the transfer involved a point-of-sale transaction or a foreign initiated transfer) for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not re-credit your account. If we decide that there was an error, we will send you a written explanation within three business days after we finish our investigation. If there is no error found, we will immediately withdraw any provisional credit issued to your account. You may ask for copies of the documents that we used in our investigation.

NORTH SHORE FEDERAL CREDIT UNION BOOKKEEPING DEPARTMENT

P.O. BOX 159, 85 OUTER DRIVE

SILVER BAY, MN 55614

Business Days: Monday - Friday

Excluding Federal Holidays

Phone (218) 226-4401

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

## *UNLAWFUL INTERNET GAMBLING ENFORCEMENT ACT NOTICE*

Effective June 1, 2010, North Shore Federal Credit Union is required to comply with the provisions of the Unlawful Internet Gambling Enforcement Act (UIGEA) and Regulation GG. This notification is to inform you that restricted transactions, as defined under the UIGEA, are prohibited from being processed through your account or relationship with us.

Restricted transactions include transactions in which a person accepts credit, funds, instruments or other proceeds from another person in connection with unlawful internet gambling.

By opening/maintaining an account at North Shore Federal Credit Union, you agree not to use the account, any access device or service made available to you through a NSFCU account for conducting any illegal activity including unlawful internet gambling.

North Shore Federal Credit Union may terminate your account relationship for engaging in unlawful internet gambling or other illegal activities conducted through your NSFCU account.

## *ELECTRONIC "WHOLESALE CREDIT" TRANSACTION DISCLOSURE* *Subject to UCC Article 4A*

### ***Provisional Payment***

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

### ***Notice of Receipt of Entry***

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

### ***Choice of Law***

NSFCU may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Funds Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with National Automated Clearing House Association Operating Rules. The Uniform Commercial Code Article 4A provides rules determining which state's law apply for interstate disputes concerning ACH transactions subject to Article 4A. If the parties do not agree that laws of a particular state will apply, NACHA Operating Rules require that New York version apply.

## TERMS AND CONDITIONS

### ***Liability***

Each of you agrees for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges that we impose. You authorize us to deduct these charges as accrued directly from the account balance. You also agree to pay additional reasonable charges we may impose for services you request which are not covered by this agreement. Each of you also agrees to be jointly and individually liable for any account deficit resulting from charges or overdrafts, whether caused by you or another authorized to withdraw from this account, and our costs to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees. You agree that at our option we may suspend your membership rights if you violate the terms of this agreement.

### ***Deposits***

Any items, other than cash, accepted for deposit (including items drawn "on us") will be given provisional credit only until collection is final (and actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars). We are not responsible for transactions initiated by mail or outside depository until we actually record them. All transactions received after our normal business hours or received on a day on which we are not open for business, will be treated and recorded as if initiated on the next following business day that we are open. If this account earns dividends, we are prohibited by law from guaranteeing the payment of dividends or that dividends we do pay will be at the contracted rate. We must base our dividend payments to you upon the money we actually earn and that is available for distribution at the end of a dividend period. Unless otherwise agreed, you waive any right to receive any original item after it is paid.

### ***Withdrawals***

Unless otherwise clearly indicated to the contrary, any one of you who signs in the space designated for signatures on the membership application, including any agents, may withdraw or transfer all or any part of the account balance at any time on forms approved by us. Each of you (until we receive written notice to the contrary) authorizes each other person signing on the signature card to endorse any item payable to you or your order for deposit to this account or any other transaction with us. We may charge against your account a check, even though payment was made before the date of the check. The fact that we may honor withdrawal requests which overdraw the final collected account balance does not obligate us to do so, unless required by law. Withdrawals will first be made from collected funds, and we may, unless prohibited by law or our written policy, refuse any withdrawal request against uncollected funds, even if our general practice is to the contrary. We reserve the right to refuse any withdrawal or transfer request which is attempted by any method not specifically permitted, which is for an amount less than any minimum withdrawal requirement, or which exceeds any frequency limitation. Even if we honor a nonconforming request, repeated abuse of the stated limitations (if any) may eventually force us to close this account. We will use the date a transaction is completed by us (as opposed to the day you initiate it) to apply the frequency limitations. We reserve the right to require you to notify us of your intention to withdraw shares or deposits from this account as explained in our by-laws. Withdrawals from a time deposit prior to maturity or prior to the expiration of any notice period may be restricted and may be subject to penalty. See your Truth in Savings Disclosure for early withdrawal.

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

These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. Individual Account is owned by one person. Joint Account with Survivorship (and Not as Tenants in Common) is owned by two or more persons. Each of you intend that upon death the balance in the account will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

### ***Revocable Trust or Pay-On-Death Account***

If two or more of you create such an account, you own the account jointly with survivorship.

Beneficiaries acquire the right to withdraw only if: (1) all persons creating the account die; (2) the beneficiary is then living; and (3) we have not been given written notice of a claim under a will. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, with right of survivorship. The person(s) creating either of these account types reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the deposit at any time.

### ***Corporate, Partnership, and other Organizational Accounts***

We will usually require a separate authorization form designating the person permitted to withdraw and the conditions required for withdrawal from any account in the name of a legal entity such as a partnership, corporation, or other organization. We will honor the authorization according to its terms until it is amended or terminated in writing by the governing body of the organization.

### ***Pledges***

Unless you tell us differently in writing, each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any joint account survivor, pay-on-death beneficiary, or trust account beneficiary become effective. For example, if one joint tenant pledges the deposit evidenced by this agreement for a debt (i.e., uses it to secure a debt) and then dies, (1) the surviving joint tenant's rights in this account do not take effect until the debt has been satisfied and (2) the debt may be satisfied with the funds in this account.

### ***Stop-Payments***

A stop-payment order must be given in the manner required by law and must be received in time to give us a reasonable opportunity to act on it before our stop-payment cut-off time. Our stop-payment cut-off time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop-payment are provided by law. A stop-payment order must precisely identify the number, date and amount of the item, and the payee. We will honor a stop-payment request by the person who signed the particular item, and by any other person, even though such other person did not sign the item, if such other person has an equal or greater right to withdraw from this account than the person who signed the item in question. A release of the stop-payment request may be made only by the person who initiated the stop-payment.

### ***Telephone Transfers***

A telephone transfer of funds from this account to another account with us, if otherwise permitted or arranged for, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing.

We restrict the number of transfers from a savings account to another account, or third parties, to a maximum of six per month (less the number of certain "preauthorized transfers" during the month). Other account transfer restrictions are described elsewhere in this brochure.

### ***Amendments and Terminations***

We may change our by-laws and any term of this agreement.

Rules governing changes in interest and dividend rates have been provided separately. For other changes we will give you reasonable notice in writing or by any other method permitted by law. We reserve the right to close this account if your membership in this Credit Union terminates. You agree to keep us informed about your current address at all times. Notice from us to any one of you is notice to all of you.

### ***Statements***

You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized payments or alterations, you must promptly notify us of the relevant facts. If you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we exercised ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items forged or altered by the same wrongdoer. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but that such time will not, in any circumstance, exceed a total of 30 days from when the statement is first made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations, forgeries or any other errors in your account within 60 days of when we make the statement available, you cannot assert a claim against us on any items in that statement, and the loss will be entirely yours. This 60 day limitation is without regard to whether we exercised ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

### ***Account Transfer***

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

### ***Direct Deposits***

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

### ***Restrictive Legends***

We are not required to honor any restrictive legend on items you write unless we have agreed to the restriction in a writing signed by an officer of the credit union. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000.00."

***Facsimile Signatures***

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

***Right to Repayment of Indebtedness***

You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debit arose from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we charge the account, including any balance the due date for which we properly accelerate under the note. Our right to repayment does not apply to this account if: (a) it is an Individual Retirement Account or other tax deferred retirement account, or (b) the debit is created by a consumer credit transaction under a credit card plan, or (c) the debtor's right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

***Agents***

An agent is someone who you authorize to have access to this account on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) This may be done by allowing your agent to sign on the space as an authorized signer on the signature card, or by separate form (such as a power of attorney). An agent is not an owner of the account. We will allow agents to be appointed only on individual accounts unless each owner of a joint account has executed a separate power of attorney naming an agent. We may refuse to accept an agent, or an agency account.



## TRUTH IN SAVINGS DISCLOSURE

### *Share Savings, Secondary Share Savings & Holiday Club Savings Accounts*

#### ***Rate Information***

The dividend rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

#### ***Compounding and Crediting***

Dividends will be compounded every month. Dividends will be credited to your account every month.

#### ***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 required to open a Share Savings account is the purchase of a share in the credit union. Please see the bylaw requirements in the Common Features section for additional information. There is no required minimum balance on the Secondary Share Savings or Holiday Club Savings.

#### ***Daily Balance Computation Method***

Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

#### ***Accrual of Dividends on Non-Cash Deposits***

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

#### ***Transaction Limitations***

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 preauthorized or automatic transfer or telephone order or instruction. If you exceed the transfer limitations set forth above in any statement period, your account may be subject to an excess withdrawal fee. For the Holiday Club Savings you may not make any withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or similar order to a third party.

#### ***Par Value of a Share***

The par value of a share in the Share Savings account is \$10.00.

### *Money Market & IRA Share Savings Accounts*

#### ***Rate Information***

The dividend rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

#### ***Compounding and Crediting***

Dividends will be compounded every month. Dividends will be credited to your account every month.

#### ***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 a Money Market account is \$2,500.00. There is no required minimum balance on the IRA Share Savings account.

### ***Average Daily Balance Computation Method***

Dividends are calculated by the average daily balance method, which applies a daily periodic rate to the average daily balance in the account each day.

### ***Accrual of Dividends on Non-Cash Deposits***

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

### ***Transaction Limitations***

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 preauthorized or automatic transfer or telephone order or instruction. If you exceed the transfer limitation set forth above in any statement period, your account may be subject to an excess withdrawal fee.

*eVenture Checking, Advantage Checking (Share Draft) & Community Advantage Checking (Share Draft)*

### ***Rate Information***

The dividend rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

### ***Compounding and Crediting***

Dividends will be compounded every month. Dividends will be credited to your account every month.

### ***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.

### ***Average Daily Balance Computation Method***

Dividends are calculated by the average daily balance method which applies a daily periodic rate to the average daily balance in the account each day. Your average monthly balance must be \$1,000.00 or greater during the dividend period to earn dividends.

### ***Accrual of dividends on noncash deposits -***

Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

***Minimum balance requirements*** - No minimum balance requirements apply to these accounts.

***Transaction limitations*** - No transaction limitations apply to this account unless otherwise stated in the Common Features section.

*Money Market Term Share (CD) Account & Term Share (CD) Accounts & Term Share (CD) IRA Accounts*

### ***Rate Information***

The dividend rate on your term share account is \_\_\_\_% with an annual percentage yield of \_\_\_\_%. You will be paid this rate until first maturity.

### ***Compounding Frequency***

Unless otherwise paid, dividends will be compounded every month.

### ***Crediting Frequency***

Dividends will be credited to your account every month. Alternatively, you may choose to have dividends paid to you or to another account every month rather than credited to this account.

### ***Dividend Period***

For this account type, the dividend period is monthly.

### ***Minimum Balance Requirements***

The minimum balance required to open a Money Market Term Share account is \$10,000.00. The minimum balance required to open a Term Share or IRA Term Share account is \$500.00. You must maintain the minimum balance in your account each day to obtain the disclosed annual percentage yield.

### ***Daily Balance Computation Method***

Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

### ***Accrual of Dividends on Non-Cash Deposits***

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

### ***Transaction Limitations***

The minimum amount you can deposit to a Money Market Term Share account is \$10,000.00. The minimum amount you can deposit to a Term Share or IRA Term Share account is \$500.00.

Additions to Money Market Term Share and Term Share accounts cannot be made, except at a maturity and rollover date. Additions to IRA Term Share accounts are allowed at any time. The minimum contribution amount is \$500.00 unless you have scheduled an automatic recurring contribution to your IRA Term Share.

You may make withdrawals of principal from your account before maturity only if we agree at the time you request the withdrawal. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty. You can only withdraw dividends before maturity if you make arrangements with us for periodic payments of dividends in lieu of crediting.

### ***Early Withdrawal Penalties***

A penalty may be imposed for withdrawals before maturity:

- If your account has an original maturity of 12 months or less, the penalty we may impose will equal 90 days dividends on the amount withdrawn subject to penalty.
- If your account has an original maturity of more than 12 months, the penalty we may impose will equal 180 days dividends on the amount withdrawn subject to penalty.

There are certain circumstances, such as the death or incompetence of an owner, where we may waive or reduce this penalty. See your plan disclosure if this account is part of an IRA or other tax qualified plan.

### ***Withdrawal of Dividends Prior to Maturity***

The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

### ***Automatically Renewable Account***

This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or we receive written notice from you within the grace period mentioned below, if any. We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, dividends will not accrue after final maturity.

Each renewal term will be the same as the original term, beginning on the maturity date. The dividend rate will be the same we offer on new term share accounts on the maturity date which have the same term, minimum balance (if any) and other features as the original term share account.

You will have a grace period of seven calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

## *Common Features*

### ***Bylaw Requirements***

You must complete payment of one share in your Share Savings account as a condition of admission to membership.

**Transaction Limitation**

We reserve the right to at any time require not less than seven days notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D.

**Nature of Dividends**

Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period. (This disclosure further explains the dividend feature of your non-term share account[s].)

**National Credit Union Share Insurance Fund**

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

**WHEW, WE DID IT.**

We applaud you for dotting your I's and crossing your T's. After you finish rubbing your eyes, if you have any questions about what you've read, please feel free to speak to your friendly, well-read North Shore Federal member service representative. It's the least we can do.

**Duluth**

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404 Seventh Avenue  
Two Harbors MN 55616  
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**Silver Bay**

85 Outer Drive / PO Box 159  
Silver Bay MN 55614  
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**Lutsen**

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Lutsen MN 55612  
Phone 218-663-7665

**Grand Marais**

122 East Hwy 61 / PO Box 460  
Grand Marais MN 55604  
Phone 218-387-1312

**Grand Portage**

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