### Supplemental Disclosures

### **CONSUMER**

Funds Availability Policy Disclosure
Electronic Fund Transfers Agreement and Disclosure
Overdraft Privilege
Privacy Policy
Fee Schedule
Truth in Savings

P.O. BOX 1128 TOPEKA, KANSAS 66601-1128 800-432-2470 **AZURACU.COM** 



### **FUNDS AVAILABILITY POLICY DISCLOSURE**

This disclosure describes your ability to withdraw funds at Azura Credit Union. It only applies to the availability of funds in your transaction accounts (e.g., checking accounts). We reserve the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those outlined in this disclosure. Please ask us if you have a question about which accounts are affected by our availability policy.

For purposes of this disclosure, the terms "you" or "your" mean the member, and the terms "our," "we," or "us" mean Azura Credit Union. The term "check" means check or share draft, as applicable.

1. YOUR ABILITY TO WITHDRAW FUNDS – Our policy is to make funds from your cash and check deposits available to you on the same business day that we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash, and we will use the funds to pay checks that you have written. 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 close of business 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 the close of business or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Our business hours are available at the Credit Union.

2. 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 same business day that we receive your deposit. Depending on the type of check you deposit, funds may not be available until the second business day after the day of your deposit. The first \$275.00 of your deposit, on you were may be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the same 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 send 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 may be delayed for a longer period under the following circumstances:

- · We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$6,725.00 on any one (1) day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of computer or communications equipment.

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

SPECIAL RULES FOR NEW ACCOUNTS – If you are a new member, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$6,725.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$6,725.00 will be available on the seventh business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$6,725.00 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the thiriteth calendar day after the day of your deposit.

- 4. HOLDS ON OTHER FUNDS FOR 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.
- 5. HOLDS ON OTHER FUNDS IN ANOTHER ACCOUNT If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.
- 6. DEPOSITS AT AUTOMATED TELLER MACHINES (ATMs) We may delay the availability of funds from deposits at ATMs as follows:
  - a. Proprietary ATMs. All ATMs that we own or operate are identified as our machines. Funds from check deposits made at automated teller machines (ATMs) we own or operate will be made available as follows: The first \$6,000 of a day's total ATM deposits, excluding deposits of U.S. Treasury checks and on-us checks that are payable to you, will be available no later than the first business day following the date of your deposit. At a minimum, the first \$275 of the deposit will be available on the same day as your deposit, and the remaining portion of the first \$6,000 of the deposit (up to \$5,725) will be available by the next business day. Any portion of the deposit exceeding \$6,000 will be available on the second business day after the day of your deposit.

©TruStage Compliance Solutions 2008, 2010, 11, 2020, 23, 25

01502992-11452-C-1-040825 (114524-E)





### **FUNDS AVAILABILITY POLICY DISCLOSURE**

Deposits of U.S. Treasury Checks and on-us checks that are payable to you will be available on the first business day after the day of your deposit.

- b. Nonproprietary ATMs. Funds from any deposits (cash or checks) made at an ATM that we do not own or operate will not be available until the fifth business day after the day of your deposit. All ATMs that we own or operate are identified as our machines
- 7. CASH WITHDRAWAL LIMITATION We place certain limitations on withdrawals in cash. In general, \$275.00 of a deposit is available for withdrawal in cash by the first business day after the day of deposit. In addition, a total of \$550.00 of other funds becoming available on a given day will be available for withdrawal in cash at or after 11:59 p.m. that day. Any remaining funds will be available for withdrawal in cash by the following business day.
- 8. FOREIGN CHECKS Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institution upon which it is drawn.





This Electronic Fund Transfers Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by Azura Credit Union ("Credit Union"). In this Agreement, the words "you," "your," 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 (1) or more savings and checking accounts you have with the Credit Union. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT 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. Furthermore, electronic fund transfers that meet the definition of remittance transfers are governed by 12 C.F.R. part 1005, subpart B—Requirements for remittance transfers, and consequently, terms of this agreement may vary for those types of transactions. A "remittance transfer" is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

- 1. EFT SERVICES If approved, you may conduct any one (1) or more of the EFT services offered by the Credit Union.
- a. Visa Debit Card. If approved, you may use your Visa® card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of online gambling transaction. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your checking account. For ATM and one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your card and personal identification number (PIN) in ATMs of the Credit Union networks, and such other machines or facilities as the Credit Union may designate.

At the present time, you may also use your card to:

- Make deposits to your savings and checking accounts.
- Withdraw funds from your savings and checking accounts.
- Transfer funds from your savings and checking accounts.
- Obtain balance information for your savings and checking accounts.
- Access your Overdraft Line of Credit accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Visa.
- Order goods or services online or by mail or telephone from places that accept Visa.

The following limitations on Visa Debit Card transactions may apply:

- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.
- There are daily withdrawal and purchase limits. You will be notified of these limits by the Credit Union before you receive your access card.

Card Information Updates and Authorizations. If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card.

Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us.

### b. Preauthorized EFTs.

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

@TruStage Compliance Solutions 2008-10, 12-14, 17, 2020, 23





- Preauthorized Debits. Upon instruction, we will pay certain recurring transactions from your savings and/or checking account.
- See Section 2 for transfer limitations that may apply to these transactions.
- Stop Payment Rights. If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us orally or in writing at any time up to 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 14 days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made. A stop payment request may apply to a single transfer, multiple transfers, or all future transfers as directed by you, and will remain in effect unless you withdraw your request or all transfers subject to the request have been returned.
- 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.
- 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.
- c. Electronic Check Conversion/Electronic Returned Check Fees. If you pay for purchases or bills with a check or draft, you may authorize your check or draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic fund transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.
- d. Online Banking. If Online Banking is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use Online Banking to:
  - Withdraw funds from your savings, checking, and money market accounts.
  - Transfer funds from your savings, checking, and money market accounts.
  - Obtain balance information for your savings, checking, loan, IRA, money market, certificate, and HSA accounts.
  - Make loan payments from your savings, checking, and money market accounts.
  - Access your Line of Credit, Home Equity Line of Credit, or Credit Card accounts.
  - Determine if a particular item has cleared.
  - Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
  - Verify activity on your accounts.
  - Make bill payments to preauthorized creditors.

Your accounts can be accessed under Online Banking via personal computer. Online Banking 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, 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.

The following limitations on Online Banking transactions may apply:

- There is no limit to the number of inquiries or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.
- e. Online Bill Pay. We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete.

We will withdraw the designated funds from your checking account for bill payment transfer no earlier than the designated cutoff time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you schedule for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

The following limitations on Online Bill Pay transactions may apply:

- There is no limit on the number of bill payments per day.
- 2. TRANSFER LIMITATIONS For all savings and money market accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic, or Internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed.

### 3. CONDITIONS OF EFT SERVICES -

a. Ownership of Cards. Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person.





b. Honoring the Card. Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in life up of a cash refund

### Foreign Transactions.

Visa. Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable transaction date, which rate may vary from the rate Visa itself receives, or the rate mandated by the government or governing body in effect for the applicable transaction date. The exchange rate used on the transaction date may differ from the rate that would have been used on the processing date or cardholder statement posting date.

- d. Security of Access Code. You may use one (1) or more access codes with your electronic fund transfers. The access codes issued to you are for your security purposes. Any access codes issued to you are confidential and should not be disclosed to third parties or access code a variable to anyone not authorized to sign on your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.
- e. Joint Accounts. If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any savings and checking or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.
- 4. FEES AND CHARGES We assess certain fees and charges for EFT services. For a current listing of all applicable fees and charges, see our current Schedule of Fees and Charges that was provided to you at the time you applied for or requested these EFT services. From time to time, the fees and charges may be changed, and we will notify you as required by applicable law.

Additionally, if you use an ATM not operated by us, you may be charged a fee(s) by the ATM operator and by any international, national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM fee(s), or surcharge(s), will be debited from your account if you elect to complete the transaction and/or continue with the balance inquiry.

You understand and agree that we and/or the ATM operator may charge you multiple fees for multiple transactions during the same ATM session (for example, fees for both a balance inquiry and a cash withdrawal).

5. MEMBER LIABILITY — You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts.

TELL US AT ONCE if you believe your card or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your authority, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line-of-credit). If a transaction was made with your card or card number without your permission and was a Visa transaction, you will have no liability for the transaction, unless you were fraudulent or negligent in the handling of your account or card.

For all other EFT transactions involving your card or access code, including if you were negligent in the handling of your account or card, your liability for an unauthorized transaction is determined as follows. If you tell us within two (2) business days after you learn of the loss or theft of your card or access code, you can lose no more than \$50.00 if someone used your 2nd bracess code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or access code and we can prove we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make including those made by card, access code or other means, TELL US AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. This paragraph does not apply to unauthorized use of a Visa debit card or other access device.

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

(785) 233-5556

(800) 432-2470

(800) 791-2525 (lost/stolen)





or write to:

Azura Credit Union 610 SW 10th Ave. PO Box 1128 Topeka, KS 66601-1128 Fax: (785) 233-4850

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

### 6. RIGHT TO RECEIVE DOCUMENTATION -

- a. Periodic Statements. Transfers and withdrawals made through ATM or POS terminals, debit card transactions, preauthorized EFTs, online/PC transactions or bill payments you make 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 can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.
- c. Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every 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 (785) 233-5556 or (800) 432-2470. This does not apply to transactions occurring outside the United States.
- 7. 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
  - If your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you
    agree that we may provide personal information about you and your account that is necessary to provide you with the requested
    service(s);
  - To comply with government agency or court orders; or
- If you give us your written permission.
- 8. BUSINESS DAYS Our business days are Monday through Friday, excluding holidays.
- 9. CREDIT UNION 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 may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:
  - If, through no fault of ours, there is an insufficient available balance in your account to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or 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 computer equipment you use to conduct online/PC, or mobile banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
  - If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
  - Any other exceptions as established by the Credit Union.
- 10. NOTICES All notices from us will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. Written notice you provide in accordance with your responsibility to report unauthorized transactions to us will be considered given at the time you mail the notice or deliver it for transmission to us by all other usual means. All other 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 EFT services are offered and will provide notice to you in accordance with applicable law. Use of EFT services is subject to existing regulations governing your Credit Union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of ATMs and night deposit facilities:

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- Close the entry door of any ATM facility equipped with a door.





- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money
  in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number (PIN) or access code on your card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.
- 11. BILLING ERRORS In case of errors or questions about electronic fund transfers from your savings and checking accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appears. Call us at:

(785) 233-5556 (800) 432-2470

or write to:

Azura Credit Union 610 SW 10th Ave. PO Box 1128 Topeka, KS 66601-1128 Fax: (785) 233-4850

- Tell us your name and account number.

- Describe the electronic 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.
- 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 ten (10) business days.

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

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

- \* If you give notice of an error occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to investigate the error.
- \*\* If you give notice of an error occurring within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we may take up to 90 days instead of 45 days to investigate the error. Additionally, for errors occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to credit your account.

NOTE: If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit as described above.

- 12. 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, we may 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 electronic transactions made prior to termination.
- 13. 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 Kansas, and local clearinghouse 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.
- 14. ENFORCEMENT You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any postjudgment collection actions.





### **OVERDRAFT PRIVILEGE SERVICE TERMS**

It is Azura Credit Union ("we, us or our") policy to comply with applicable laws, rules and regulations, and to conduct business in accordance with strict safety and soundness standards. A non-sufficient funds (overdraft/negative balance) may result from: A) The payment of checks, electronic funds transfers, or other withdrawal requests you initiate; B) Payments authorized by you; C) The return, unpaid, of items deposited by you; D) Charging your account for our applicable service charges and fees; E) The deposit of items to your account which, according to our Funds Availability Policy, are treated as not yet "available" or "finally paid". We are not obligated to pay any item initiated for payment against your account if your account does not contain sufficient collected funds. Rather than automatically returning, unpaid, all non-sufficient funds items that you may have, if your "eligible account type" has been open for at least sixty (60) days and thereafter you maintain your account in good standing, which includes at least: (A) Continuing to make deposits consistent with your past practices, and depositing at least \$800 or more in your account within each thirty (30) day period, (B) You are not in default on any loan obligation to us, (C) We reserve the right to require you to pay your outstanding overdraft (negative) balance, including our fees, immediately or on demand., and (D) Your account is not the subject of any legal or administrative order or levy, such as bankruptcy or a tax lien, we will consider, without obligation on our part, approving your reasonable overdrafts up to your assigned Overdraft Privilege Limit, including our fees.

This discretionary service will generally be limited to an \$800 overdraft (negative) balance for eligible checking account types. Our normal fees and charges including, without limitation, our non-sufficient funds (NSF) or overdraft (OD) fees; currently \$24.00 per non-sufficient funds or overdraft item, as set forth in our fee schedule, will be charged for <a href="each">each</a> transaction initiated for payment from your checking account that does not have sufficient collected funds. Typically, we will charge our normal NSF/OD fee whether we approve an overdraft item for payment or return it unpaid.

Our NSF/OD and daily overdraft fees will be included in and count against your assigned Overdraft Privilege Limit of \$800. Whether your overdrafts will be paid or not is at our sole discretion and we reserve the right not to pay. For example, we typically do not pay overdrafts if your account is not in good standing as described above, or if you have too many overdrafts. We may refuse to pay an overdraft for you at any time, even though your account is in good standing and even though we may have previously paid overdrafts for you. The amount of any overdrafts including our fees that you owe us shall be due and payable immediately. If there is an overdraft paid by us on an account with more than one (1) owner on the signature card, each owner, and agent if applicable, drawing/presenting the item creating the overdraft, shall be jointly and severally liable for such overdrafts including our fees.

- Optional Overdraft Protection Services: We offer additional overdraft protection services that you may apply for. These include
  Cash Advance through your credit card Overdraft Protection and "Transfer" (from another account of yours with us) Overdraft
  Protection. If you apply and are approved for these optional services, you may save money on the total fees you pay us for overdraft
  protection services.
- Ineligible Accounts and Limitations: Available only for eligible checking accounts that are maintained in good standing as defined
  above. Savings Accounts, Money Market Accounts, Public Fund/Charitable Organization Accounts, Certain Trust Accounts,
  Student/Minor Accounts, and any other Minor Accounts not of legal age are not eligible for this service. We may, in our sole option and
  discretion, limit the number of your accounts eligible for Overdraft Privilege to one account per household and/or one account per
  taxpayer identification number.
- Eligible Account Types: The account types that are eligible for Overdraft Privilege are: Excel Checking, Forward Checking, Express Checking, Carefree Checking, Above Checking, and Beyond Checking
- Transactions That May Cause or Create Overdrafts Using Your Overdraft Privilege Limit: NSF transactions initiated for payment against your checking account may be paid by us using your assigned Overdraft Privilege Limit, including our fees, Our NSF/OD fee may be imposed for paying, or not paying, overdrafts you create by: Checks; In person (teller) withdrawal; or other electronic means
- You May Always Opt-Out: You may choose at any time to not participate in Overdraft Privilege by notifying one of our Service Associates who will explain what this ("Opt Out") means, and the potential consequences, for you
- If You Need Help: Of course, overdrafts should not be used to pay ordinary or routine expenses and you should not rely on
  overdrafts as a means to cover these expenses. If at any time you feel you need help with your financial obligations, please contact
  one of our Service Associates at (785) 233-5556.
- ALWAYS A DISCRETIONARY SERVICE: Our Overdraft Privilege Service does not constitute an actual or implied
  agreement between you and us. Nor does it constitute an actual or implied obligation of or by us. <u>Our Overdraft Privilege service</u>
  represents a purely discretionary courtesy or privilege that we may provide to you from time to time and which may be
  withdrawn or withheld by us at any time without prior notice or reason or cause.





### **PRIVACY POLICY**



Rev. 12/23

### **FACTS**

WHAT DOES AZURA CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

### Why?

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

### What?

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

- Social Security number and account balances
- account transactions and credit history
- payment history and transaction or loss history

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

### How?

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

Reasons we can share your personal information	Does Azura Credit Union share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or to report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?

Call toll-free 800-432-2470





### PRIVACY POLICY

### Page 2

What we do	
How does Azura Credit Union protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Azura Credit Union collect my personal information?	We collect your personal information, for example, when you     open an account or use your credit or debit card     apply for financing or provide account information     show us your driver's license     We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only  sharing for affiliates' everyday business purposes – information about your creditworthiness  affiliates from using your information to market to you  sharing for nonaffiliates to market to you  State law and individual companies may give you additional rights to limit sharing.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.  • Azura Credit Union has no affiliates.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.  • Azura Credit Union does not share with our nonaffiliates so they can market to you.
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.     Our joint marketing partners include advertising/marketing agencies, insurance companies and financial advisors.

### Other important information





### **SERVICES AND FEE SCHEDULE**

### EFFECTIVE MAY 1, 2024

### FREE MEMBER SERVICES

\$5 par value in Share Savings establishes membership and access to benefits, including:

- Online Banking
- Online Bill Pay
- Mobile Banking App
- Mobile Deposit
- Notary Public
- Telephone Transfers and Inquiries
- Instant Issue VISA®
   Debit and Credit Cards
   new, non-replacement
- Incoming Wires
- Financial Counseling

Account	Monthly Fee	Qualifiers to avoid fee	Earns Interest	Benefits
Carefree Checking	None	None	No	Free account
Above Checking	\$5 Minimum Balance Fee waived w/min. balance	\$500 minimum balance	Yes, on balances over \$100+	Earns interest on balances over \$100
Beyond Checking	\$5 NonQualify Fee waived if monthly qualifiers met	At least 15     debit card     transactions     over \$5     One Direct     Deposit or     ACH per     statement     Receives     e-statements	Yes, and possible Bonus Rate <sup>+</sup>	Eligible each month for:  Bonus Rate Refund of up to \$12 of ATM surcharge fees
Money Market	\$5 Minimum Balance Fee waived w/min. balance	\$1,000 minimum balance	Yes, on balances over \$1,000+	Earns interest at tiered rate
Share Savings	None	None	Yes <sup>+</sup>	Establishes membership

\*See Truth-in-Savings Disclosure for applicable rates and rate tiers.

Transaction and	l Paym	ent Services Fees
Overdraft/ Paid Item NSF	\$24	This fee incurs when an account balance cannot cover a transaction. The transaction may be covered or returned unpaid. Eligible transactions include check, in-person, ACH, debit card or other electronic means.
Return Item NSF	\$24	This fee incurs when a check or electronic payment made by you to Azura is returned unpaid from another financial institution.
Stop Payment	\$24	A stop payment order is a request to cancel a payment before it has been processed. May be single stop or consecutive series.
Phone Electronic Payment	\$10	A one-time payment by phone on an Azura loan from an account at another financial institution.
Online Electronic Payment	\$4.99	A one-time payment on an Azura loan from an account at another financial institution using the External Funds options in Mobile or Online Banking.
Wire Transfer - Domestic	\$25	A wire transfer from an Azura account to an account at another financial institution within the U.S.
Wire Transfer - International	\$45	A wire transfer from an Azura account to an account at another financial institution outside the U.S.

Fees are per item, unless otherwise noted. All fees are subject to change.

### Safe Deposit Boxes

Boxes are available at our Highway 24, Hunter's Ridge, Croco and Kansas Avenue locations in limited sizes and quantities.

	•
Size	Annual Fee
3 x 5	\$30
5 x 5	\$40
3 x 10	\$50
5 x 10	\$60
10 x 10	\$80
Other	One Time
Box Drilling	\$150
by appointment	
Replacement Key	\$25

The contents of your safe deposit box are not insured against loss by this financial institution nor are they covered by NCUA.



### **SERVICES AND FEE SCHEDULE**

### EFFECTIVE MAY 1, 2024

Account Records	Services	and Fees
Statement Copy of History Printout	\$5	Requests for paper printed statements or transactional printouts are available for a fee for each month requested.*
Check Copy	\$3	A fee is charged for a reproduction of a check by request, includes checks deposited into an account, written from an account or cashier checks.
Account Reconciliation	\$35/hr	An hourly fee for Azura staff to reconcile a personal check record to the account's transactions. Minimum one hour.
Research	\$35/hr	An hourly fee for Azura staff to fulfill requests for copies of account items, such as checks, statements, deposits, etc. Fee incurred when lesser than the individual fees of requested items. Minimum one hour.
Incorrect Address or Returned Mail	\$10	A monthly fee for mailed items that are returned to the credit union as undeliverable. Fee ends when mailing address is successfully updated.
Inactive and Low Balance Account	\$10	A monthly fee for an account with no activity for 12 consecutive months and a balance below \$100. Fee ends upon resolution or closure.
Dormant Account	\$10	A monthly fee for an account with no activity for 12 consecutive months and no deliverable mailing address. Fee ends upon resolution or closure.
Account Closure	\$20	A fee charged if a membership account is closed by the member within 180 days of opening.
Garnishment or Levy	\$15	A processing fee for a legal order or any associated withholding or release of funds placed on an account.
Collections Items	varies	Fees and losses incurred by the credit union to collect on a debt. This may include third party fees such as attorney's fees, fees to outside collection agencies or fees to collateral recovery companies.
Other Services ar	nd Fees	
Replacement Credit or Debit Card	\$10	One replacement card available free of charge every year. Additional cards available for print or order for a fee.
Medallion Guarantee	\$25	A fee for the official authorization stamp that is used to transfer securities. By appointment only.
Cashier's Check	\$3	A paper check that is issued from your account and guaranteed by the credit union. Fee waived if check is payable to an account owner or the check is for a loan advance.
Counter Checks	\$1	Paper checks may be printed on-demand in the Azura lobby, with a minimum of four checks per request.
Printed Checks	varies	Deluxe is our preferred check supplier. Orders may be placed through online banking or at your nearest branch location.
Savings-Only Me	mbers a	nd Non-Member Services and Fees
Check Cashing	\$5	A service fee applicable to members with only a savings account with a current balance below \$100. Youth accounts excluded.
Coin Counting	10% of total	A service fee applicable to members with only a savings account with a current balance below \$100. Youth accounts excluded.
Mailed Paper Statements	\$5	A monthly fee for mailed paper statements, applicable to members with only a savings account with a monthly balance below \$100.*
Non-Member Fees	\$10	On-us item presented for a Cashier's Check.
		*Statements are available in online and mobile banking for free.
		Fees are per item, unless otherwise noted. All fees are subject to change.

# TRUTH-IN-SAVINGS DISCLOSURE

## LAST DIVIDEND DECLARATION DATE:

February 1, 2025

The rates, fees and ter	The rates, fees and terms applicable to your account at the Credit Union are provided with this Truth-in-Savings Disclosure. The Credit Union may offer other rates for these accounts from time to time.	the Credit Union are	provided with th	is Truth-in-Saving	Disclosure. Th	e Credit Union ma	ay offer other rat	es for these ac	counts from time to time.
			RAI	RATE SCHEDULE	3				
		DIVIDENDS			/8	BALANCE REQUIREMENTS	QUIREMENT	S.	
ACCOUNT TYPE	Dividend Rate/ Annual Percentage Yield (APY)	Dividends Compounded	Dividends Credited	Dividend Period	Minimum Opening Deposit	Minimum Balance to Avoid a Service Fee	Minimum Balance to Earn the Stated APY	Balance Method to Calculate Dividends	ACCOUNT
Regular Savings	0.30 / 0.30	Monthly	Monthly	Monthly (Calendar)	\$5.00	1	\$100.00	Daily Balance	Account transfer and withdrawal limitations apply.
Youth Savings	0.30 / 0.30	Monthly	Monthly	Monthly (Calendar)	\$5.00	I	\$0.01	Daily Balance	Account transfer and withdrawal limitations apply.
IRA Savings	1.00 / 1.01	Monthly	Monthly	Monthly (Calendar)	\$5.00	I	\$100.00	Daily Balance	Account transfer and withdrawal limitations apply.
HSA Savings	0.50 / 0.50	Monthly	Monthly	Monthly (Calendar)	\$5.00	1	\$100.00	Daily Balance	Account transfer and withdrawal limitations apply.
Money Market \$1,000.00 to \$9,999,99 \$10,000.00 to \$24,999.99 \$25,000.00 to \$49,999,99 \$50,000.00 to \$99,999 \$100,000.00 or greater	0.60 / 0.60 0.80 / 0.80 1.00 / 1.01 1.20 / 1.21 1.50 / 1.21	Monthly	Monthly	Monthly (Calendar)	\$1,000.00	\$1,000.00	\$1,000.00	Daily Balance	Account transfer and withdrawal limitations apply.
Care Free Checking	1	1	I	1	\$25.00	1	1	1	1
Above Checking	0.15 / 0.15	Monthly	Monthly	Monthly (Calendar)	\$25.00	\$500.00	\$100.00	Daily Balance	I
Bayond Checking Qualifications met (See Section 2) \$0.01 to \$15,000.00 \$15,000.01 or greater Qualifications not met (See Section 2)	4.00 / 4.07 0.50 / 0.50 0.10 / 0.10	Monthly	Monthly	Monthly (Calendar)	\$25.00	I	\$0.01	Daily Balance	Account Imitations apply.



Except as specifically described, the following disclosures apply to all of the accounts. All accounts described in this Truth-in-Savings Disclosure are share accounts.

- RATE INFORMATION The annual percentage yield is a percentage rate that reflects the total amount of dividends to be Savings, IRA Savings, HSA Savings, Money Market, Above Checking, and Beyond Checking accounts, the dividend rate and and annual percentage yields applicable to each tier are paid on an account based on the dividend rate and frequency of compounding for an annual period. For Regular Savings, Youth Money Market and Beyond Checking accounts are tiered rate accounts. The balance ranges and corresponding dividend rates disclosed in the Rate Schedule. For Money Market accounts, once a particular range is met, the dividend rate and annual annual percentage yield may change at any time as determined by the Credit Union's Board of Directors. The dividend rates and annual percentage yields are the rates and yields as of the last dividend declaration date that is set forth in the Rate Schedule. percentage yield for that balance range will apply to the full balance of your account. For Beyond Checking accounts, each dividend rate will apply only to that portion of the account balance within each balance range.
- you may qualify for the monthly rewards it you meet the applicable minimum qualification requirements for each monthly qualification cycle. To meet the minimum qualification requirements you must. 1) make 15 debit card transactions of at least \$5.00 each that post and clear you account; 2) have at least one electronic direct deposit or ACH auto debit post and clear your account; and 3) you must be enrolled in and receive estatements. The monthly qualification cycle is defined as the adendar month: If you do not meet the monthly qualification. Such the Fee Schedule and you will not qualify for ATM surcharge refunds.

The Beyond Checking account is a tered rate account. If you meet the minimum qualification requirements for your Beyond Checking account during the monthly qualification cycle, you will see the first kindweldend rate and amfund percentage yield issed for its account in the Rate Schedule on balances of \$15,000,00 or less. You will also seem the second dividend rate and range of annual percentage yields listed for this account on balances over \$15,000,00 or for you do not need all of the minimum qualification requirements during the monthly qualification cycle for the Beyond Checking account, the third dividend rate and annual percentage yield isladen in the Rate Schedule will apply to the entire balance in your Beyond Checking account.

- 3. NATURE OF DIVIDENDS Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period.
- DIVIDEND COMPOUNDING AND CREDITING The compounding and crediting frequency of dividends and the dividend period applicable to each account are stated in the Rate

Schedule. The dividend period is the period of time at the end of which an account earns dividend credit. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period.

 ACCRUAL OF DIVIDENDS — For all earning accounts, dividends will begin to accuse on noreash deposits (e.g. checks) on the business day you make the deposit to your account. For Regular Savings. Youth Savings, IRA Savings, HSA Savings, Money Market, Above Checking, and Beyond Checking accounts, if you dose your account before accrued dividends are receited, you will not receive the accrued dividends are receited.

Ъ balance requirement is not met during each day of the dividend period, you will be charged a service fee as stated in the Fee Schedule. For Regular Savings, Youth Savings, IRA Savings, HSA Savings, Money Market, Above Checking, and Beyond Checking accounts, there is a minimum daily balance required to stated in the Rate Schedule. For accounts using the daily BALANCE INFORMATION — To open any account, you must deposit or already have on deposit the minimum required minimum balance requirements applicable to each account are set forth in the Rate Schedule. For Money Market and Above Checking accounts, there is a minimum daily balance required to avoid a service fee for the dividend period. If the minimum daily earn the annual percentage yield disclosed for the dividend period. If the minimum daily balance requirement is not met each day of the period, you will not earn the annual percentage yield balance method as stated in the Rate Schedule dividends are calculated by applying a daily periodic rate to the principal in the share(s) in a Regular Savings account. Some accounts may nave additional minimum opening deposit requirements. account each day. 7. ACCOUNT LIMPTIONE. — For Regular Savings, Youth Savings, IRA Savings, and Money Market accounts, you may make no more than six (6) transfers and withdrawals from your account to arother account of yours or a third party in any month by means of a preadundized, automatic, or internet transfer, by belebhonic over or instruction, or by check, drift, debit card or similar order. If you exceed these infinite internets, your account may be subject to a fee or be dosed. For Youth Savings accounts, after dividends are posted at the end of the month in which you turn 18, your account will be accounted to a Regular Savings account. For Care Free Checking and Above Checking accounts, you are limited to one (1) account per social security number. For Care Free Checking and Above Checking accounts.

8. FEES FOR OVERDRAMURG ACCOUNTS — Fees for overdrawing jour account may be imposed on each check, draft frem. ATM transaction and one-time debit card transaction (if member has consented to overfartal protection plan for ATM and one-time debit card transactions), preauthorized automatic debit, telephone initiated withdrawal or any other electronic withdrawal or transfer transaction that is drawn on an insufficient available to transfer transaction that is drawn on an insufficient available

account balance. The entire balance in your account may not be available for withdrawal, transfer or paying a check, draft or item. You may consult the Membership and Account Agreement and Funds Availablily Policy) Disclosure for information regarding the availability of funds in your account. Fees for overtrawing you account may be imposed for each overdraft, regardies of whether we pay or return the draft, item or transaction. If we have approved an overdraft profection limit for your account, such fees may reduce your approved limit. Please refer to the Fee Schedule for current fee information.

For ATM and on-elime debit card transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without you consent, the Credit Union may not authoritize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the credit union uses to capture the member's opt-in choice for overdraft protection and the Fee Schedule.

 MEMBERSHIP — As a condition of membership, you must purchase and maintain the minimum required share(s) as set forth below.

Par Value of One Share

\$5.00

Number of Shares Required

10. RATES — The rates provided in or with the Rate Schedule are accurate as of the last divided declaration date indicated on this Tuthi-in-Savings Disclosure. If you have any questions or require current rate information nyour accounts, please call the Credit Union at 765-233-5556.  FEES — See separate Fee Schedule for a listing of fees and charges applicable to your account(s).





ABOVE AND **BEYOND** BANKING









