



1280 S Highway Dr., Fenton MO 63026  
(636) 343-7005 • (800) 541-6131 • [www.alliancecu.com](http://www.alliancecu.com)

## Your Guide to:

- ◆ Privacy Policy
- ◆ Membership Account Agreements
- ◆ Accounts of Businesses and Organizations
- ◆ Funds Availability
- ◆ Member Identification

### Privacy Policy

Alliance Credit Union, your member owned financial institution, is committed to providing you financial products and services to meet your needs and reach your financial goals. We are equally committed to protecting our members' privacy. You can be confident that your financial privacy is a priority of this Credit Union. We are required by law to give you this privacy notice to explain how we collect, use and safeguard your personal financial information. If you have any questions, please contact us at (636) 343-7005 or (800) 541-6131.

#### Information We Collect And Disclose About You

We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications and other forms;
- Information about your transactions with us or others;
- Information we receive from a consumer reporting agency;
- Information obtained when verifying the information you provide on an application or other forms. This may be obtained from your current or past employers or from other institutions where you conduct financial transactions.

We may disclose all the information we collect, as described previously, to companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements. To protect our members' privacy, we only work with companies that agree to maintain strong confidentiality protections and limit the use of information we provide. We do not permit these companies to sell or give the member information we provide to other third parties.

In order to conduct the business of the Credit Union, we may also disclose nonpublic personal information about you under other circumstances as permitted or required by law. These disclosures typically include information to process transactions on your behalf, conduct the operations of the Credit Union, and follow your instructions as you authorize, or protect the security of our financial records.

If you terminate your membership with Alliance Credit Union, we will not share information we have collected about you, except as permitted or required by law.

**How We Protect Your Information** - We restrict access to nonpublic personal information about you to those employees who have a specific business purpose in utilizing your data. Our employees are trained in the importance of maintaining confidentiality and member privacy. We maintain physical, electronic, and procedural safeguards that comply with federal regulations and leading industry practices to safeguard your nonpublic personal information.

**What You Can Do to Help Protect Your Privacy** - Alliance Credit Union is committed to protecting the privacy of its members. Members can help by following these simple guidelines:

- Protect your Account numbers, card numbers, PINs (personal identification numbers) and passwords. Never keep your PIN with your ATM, debit or credit card, which can provide free access to your Accounts if your card is lost or stolen.
- Use caution when disclosing your Account numbers, social security numbers, etc. to other persons. If someone calls you, explains the call is on behalf of the Credit Union and asks for your Account number, you should beware. Official Credit Union staff will have access to your information and will not need to ask for it.
- Please keep your information with us current. It is important that we have current information on how to reach you. If we detect potentially fraudulent or unauthorized activity or use of an Account, we will attempt to contact you immediately. If your address or phone number changes, please let us know.

**Fair and Accurate Credit Transactions Act of 2003 (FACT Act)** - In accordance with the Fair and Accurate Credit Transactions Act of 2003 (FACT Act), Alliance Credit Union may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

If you have questions concerning this notice, please do not hesitate to call us - we are here to serve you.

### Account Agreements

The following Rules and Regulations shall apply to all Accounts maintained at Alliance Credit Union (the "Credit Union").

**Definitions** - The term "Item" means checks, drafts, negotiable orders of withdrawal or any other instruments used to withdraw funds from an Account. The term "Owner", "You", or "Your" means any person, corporation, partnership, trust or other entity designated in the title of an Account on the records of the Credit Union. "Account" means all deposit Accounts held in the Credit Union, including, without limitation, share/savings Accounts, & special share Accounts such as money market Accounts, checking Accounts, certificates of deposit, etc.

**Bylaw Requirements** - The Credit Union bylaws, which may be amended from time to time, establish basic rules about Credit Union policies and operations. The bylaws, Rules and agreements, indicate that the Owner must maintain at least one share (\$5) in the Credit Union or thereby terminate membership.

**Liability** - The Owner: agrees for him/herself (and the person or entity represented) to Account terms and the schedule of charges; authorizes the Credit Union to deduct charges directly from any of the Owner's accounts; and agrees to pay any additional charge(s) for services requested which are not covered by a specific agreement. Other liability issues are addressed in the Credit Union's membership agreement, Truth-in-Savings disclosure(s), checking account agreement, loan contract etc.

**Statements** - Each owner of an account agrees to examine the Credit Union periodic "Statement of Account" within 30 days and notify us within 60 days of any discrepancies. The back of each statement includes a message describing what to do in case of errors or questions about "loans" or an "Electronic Funds Transfer Marked EFT". The message also includes a description of the Owner's rights and time limitations to exercise those rights.

**Account Regulations** - You are required to keep the Credit Union informed of your current address at all times. For security reasons and to prevent identity theft, a change of address can only be submitted by our primary or joint member directly to the Credit Union in writing or in person. Submit changes of address to: Alliance Credit Union, Attn: Call Center, 1280 S Highway Dr., Fenton, MO 63026. For your protection, if the Credit Union determines that your address may not be current we will temporarily freeze access to your account.

At our option, we may suspend or terminate your rights to member services for misuse of a Credit Union account. Funds may be transferred only from one member to another, in such form as the Credit Union may prescribe. No member may withdraw funds on deposit, which is pledged as security on loans, except to the extent those funds exceed the member's total primary and contingent liability to the Credit Union. No member may withdraw any funds on deposit below the amount of his/her primary or contingent liability to the Credit Union if he/she is delinquent as a borrower, or if the borrowers for whom he/she is comaker, endorser, or guarantor are delinquent without approval of the Credit Union.

**Business Accounts** - Accounts held in the name of a business, organization, association or non-person member are subject to all of the conditions and terms contained in this Agreement for natural person accounts, and the following additional rules. The Credit Union reserves the right to require the business member to provide an account authorization card or other documentary evidence satisfactory to the Credit Union informing the Credit Union who is authorized to act on the business member's behalf. No Payable on Death (POD) beneficiary designation or other designation shall apply to the account. You agree to notify the Credit Union of any change in this representative authority of your agent. The Credit Union may rely on your written authorization until the Credit Union is informed of changes in writing and has had a reasonable time to act upon such notice. The Credit Union may require that third-party checks payable to a business may not be cashed, but must be deposited to a business account. You agree that the Credit Union shall have no notice of any breach of fiduciary duties arising from any transactions by any agent of the account owner, unless the Credit Union has actual notice of such breach. In accordance with federal regulations, Alliance Credit Union will not permit its members to use credit union accounts for the purpose of illegal Internet gambling. Attempted transactions will be blocked and may result in account closure.

**Withdrawals and Closing Account** - Any Owner and any Owner's attorney-in-fact appointed under a Power of Attorney, shall be authorized to withdraw funds from the Account without the approval, consent or cosignatory of any other person, including any withdrawal from an Account prior to any stated maturity date of such Account. The Credit Union may require the maximum amount of notice of withdrawal from an Account that is required or permitted by law or regulation. If no notice period is provided by law or regulation, the Credit Union may require at least 7 days prior notice before withdrawal from any interest bearing Account. The Credit Union may close the Account at any time in its sole discretion and deliver a check for the balance of the Account to the account Owner's last address of record; if the Account is a Joint Account, the Credit Union may deliver a check to any one of the Owners, payable to all of the Joint Owners. If any Owner(s) uses a facsimile signature, the Owner(s) is solely responsible for any misuse of the facsimile stamp or machine. The Credit Union is not required to honor any restrictive legend on any items.

**Cash Withdrawal Limits** - Cash withdrawals from a teller are limited to \$3,500 per day. Larger withdrawals may be permitted

upon advance notice by an Alliance Credit Union member to Alliance Credit Union management. Alliance Credit Union management will order the additional requested funds and you will be notified when they are available for withdrawal (usually two or three business days).

Alliance Credit Union may cash a member issued check payable to a non-member if they provide us a signature guarantee by their financial institution for check amounts over \$500 (Anything over \$1,000, may be returned in the form of an Official Check payable to the non-member). A check cashing fee and Official Check fee (if applicable) will apply (to the check cashing non-member).

**Authorized Signature** - Your signature on the membership card is your authorized signature. For the payment of funds and for other purposes relating to any Account you have with the Credit Union, the Credit Union is authorized to recognize your signature, but it will not be liable to you for refusing to honor your checks or other signed instructions if it believes in good faith that the signature appearing on such checks or instructions may not be genuine. If you voluntarily give information about your Account (such as the Credit Union's routing number and/or your Account number) to a party who is seeking to sell you goods or services, and you do not physically deliver a check to that party, any Item presented against your Account by the party to whom you gave the information is deemed to have been authorized by you. If you use a facsimile signature, you must also provide a copy of such facsimile to Alliance Credit Union.

**Pledges of Accounts** - No Owner, or any survivor, successor, or assignee of any Owner, shall be entitled to any funds from an Account until any and all debts owed by the Owner have been paid in full; this provision shall not be deemed to be waived if the Credit Union permits the Owner to withdraw funds from the Account from time to time. If there is more than one Owner of an Account, any one Owner may pledge the Account to the Credit Union to secure the obligations of such Owner, and such pledge shall be binding on all Owners.

**Joint Accounts** - All Accounts in the name of two or more individuals will be deemed to be Joint Accounts with Right of Survivorship unless another method of ownership is specifically designated. Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters including electronic services. If there is an overdraft in any Joint Account, each Owner shall be responsible for repaying such overdraft and overdraft fees regardless of which Owner created the overdraft. The Credit Union shall have the right to apply all funds in any jointly owned Account to satisfy any debts or obligations to the Credit Union of any Owner regardless of which Owner deposited the funds. Each Joint Owner designates each other Joint Owners as agent for endorsing any Item payable to the first Joint Owner for deposit into the Account. Any references to an Owner in these Rules and Regulations will apply to each Joint Owner jointly and individually.

**Death or Disability** - The Credit Union does not make any inquiries to determine whether an Owner has died or becomes disabled or incapacitated. The Credit Union will have no obligation to take any action with respect to an Account as a result of the death or disability of an Owner until the Credit Union has been properly notified. Notices of death or disability must be in writing and sent to Alliance Credit Union, Attn: Deceased Accounts Administrator at 1280 S Highway Dr., Fenton, MO 63026.

**Powers of Attorney** - Any Owner or any Joint Owner who grants a Power of Attorney to another person does so at the sole risk of the Owner and Joint Owner. The Credit Union may honor the Owner's Power of Attorney without prior notice to, or consultation with, the Owner and the Owner will be solely responsible for any losses or damages relating to any unauthorized exercise of the Power of Attorney. The Credit Union shall be entitled to honor any Power of Attorney until the Credit Union receives written notice that the Power of Attorney has been terminated, modified, limited, amended or cancelled, or that some other event has occurred that terminates the Power of Attorney. Such notice shall be effective only if it is delivered or mailed (by registered or certified mail, return receipt requested) to the following address: Alliance Credit Union, 1280 S Highway Dr., Fenton, MO 63026. Such written notice will be effective two (2) business days after such notice has been received by the Credit Union.

**Illegal Use of Financial Service** - Financial services provided by the Credit Union may only be used for transactions permitted by law. The use of any financial service provided by the Credit Union for an illegal transaction or an illegal purpose is strictly prohibited. If you use a financial service for an illegal transaction or an illegal purpose, then 1) you will be in default under the particular terms of the agreement establishing the financial service, notwithstanding any terms in that agreement to the contrary; 2) at the discretion of the Board of Directors and at any time thereafter, pursuant to Section 370.340.2 RSMo, as amended from time to time, your membership privileges may be suspended or terminated and/or you may be expelled from membership in the Credit Union; and 3) you waive your right to bring any legal action against the Credit Union that arises out of or relates to such illegal use or any activity directly or indirectly related to such use. You hereby agree to indemnify and hold the Credit Union harmless from any suits or other legal action, or any other liability, directly or indirectly resulting from such illegal use, including, where permitted by law, court costs and reasonable attorney's fees.

**Disputes, Garnishments, Executions and Levies** - If there are any disputes or adverse claims as to ownership or control of the Account, either by parties to the Account or by third parties, then

the Credit Union shall be entitled to freeze the Account until the dispute or adverse claim has been resolved. The Credit Union shall not be required to inquire into the merits of such dispute or adverse claim. If the Credit Union receives any garnishment, execution or levy (an "Attachment") against the Account or any Owner, the Credit Union shall have the right to freeze any Account in which the Owner has an interest, up to the amount necessary to satisfy such Attachment. The Credit Union shall not be required to inquire into the beneficial ownership of the funds in any jointly held Account, and all other Joint Owners hereby consent to the Credit Union freezing the Account if there is an Attachment against any one or more Joint Owners. It shall be the obligation of the Owner to contest any such Attachment. The Credit Union shall have no liability whatsoever for freezing the Account. If the Account is subject to being drawn upon by checks or drafts, the Credit Union may return such checks or drafts unpaid as long as the Account is frozen. The Credit Union shall be entitled to reimbursement for all expenses, including attorney fees incurred with respect to any dispute or Attachment involving the Account, regardless of whether legal proceedings are commenced. The Credit Union may deduct such fees and expenses out of the Account.

**Examination of Items and Statements** - The Credit Union does not examine all endorsements or signatures on Items presented for payment. The Credit Union will have no liability to any Owner for any Items paid on an improper signature or endorsement if such item is subject to bulk processing in the ordinary course to the Credit Union's business. The Owner agrees that bulk processing of Items, without examining all endorsements or signatures, is a reasonable Credit Union practice. If the Owner negligently or intentionally permits another person to obtain possession of checks or withdrawal certificates, the Credit Union shall have no liability to the Owner for any funds withdrawn from the Account by such person. The Owner must examine all statements received by Owner, or made available to Owner, within a reasonable time (not to exceed 30 days after the statement is mailed). If the Owner discovers any unauthorized signature, or any alteration, on an Item, the Owner must notify the Credit Union within the same period or the Credit Union will have no liability to the Owner. When paid, Items become the property of the Credit Union and will not be returned with the periodic statement of this Account.

**Stop Payments Orders; Stale Checks; Order of Payment** - The Credit Union will not be required to honor any stop payment orders on Items unless the order precisely identifies the date, Item (check) number, payee and amount of the Item, and unless notice of the stop payment is received by the Credit Union (during normal business hours) at least four (4) hours prior to the time that the Item is presented for payment. Oral notices are to be given to a Financial Services Representative or Call Center Representative by telephoning (636) 343-7005. Oral stop payment orders will be effective for fourteen (14) days. A written stop payment order (including an order sent by e-mail or an electronic banking system) is effective for six (6) months unless renewed within the six (6) month period. No stop payment orders may be placed on Official checks until ninety (90) days after the date of the instrument. A stop payment order cannot be rescinded or cancelled except by the individual who originally requested it.

The Credit Union may pay any Instruments(s) when presented, regardless of the date of the Instrument, without prior approval of the Owner and without liability to the Credit Union. The Credit Union may pay Items in whatever order the Credit Union may elect in its sole discretion, and the Credit Union shall not be required to pay either the lowest or highest Items first.

**Overdraft Protection** - The Credit Union will transfer funds from the share type (within the same member number) you specify to clear a check, ACH or ATM/Debit card transaction presented to your checking account. If you do not specify a share, the Credit Union will default the Overdraft Protection from your savings account-01. A convenience charge will apply when Overdraft Protection is used. See Fee Schedule for more information.

**Courtesy Pay** - The Credit Union will determine if we can clear (pay) a check, ACH, Virtual Branch Bill Pay, recurring debit item, or everyday Debit and ATM transaction (for those members who have opted in to courtesy pay) presented on your Checking Account that doesn't have "available" funds on deposit. This special service is available only to qualified members and only after all overdraft protection options have been exhausted. You must be enrolled in e-notices to be notified of the per Item fee assessed to your account if the Credit Union clears a check, ACH, Virtual Branch Bill Pay, or recurring debit item and draws your Account to a negative balance.

**Checks From Source(s) Other Than Approved Vendor** - Alliance Credit Union has approved Harland Clarke Check Printers for check printing services due to their high standards. Other companies that provide check printing services may not meet the high standards of Harland Clarke or Alliance Credit Union. Therefore, you acknowledge and agree that Alliance Credit Union has no responsibility or liability to you whatsoever resulting, arising or relating from/to: non-payment; returns as no account/insufficient funds or otherwise; or any other processing/payment error with regard to any check that is not printed by Clarke American Check Printers.

**Limitation of Liability** - The liability of the Credit Union for paying an Item over a stop payment order, or for paying an Item with an improper signature or endorsement, shall be the lesser of the actual damages incurred by Owner, or the face amount of the Item, or such other amount as may be provided by law. The Credit Union shall not be liable for any special or consequential

damages. The Credit Union will not have any liability for paying stale dated Items. The Credit Union will not be required to take notice of any limitations on payment of the Item that is placed on an Item and the Credit Union will have no liability for paying an Item regardless of any such limitations.

**Notices** - All notices that an Owner may give to the Credit Union will not be effective unless delivered in writing to the Credit Union at 1280 S Highway., Fenton, MO 63026.

**Fees, Service Charges and Rules** - Each Account shall be subject to all additional fees, service charges, Rules and Regulations posted in the lobby of the Credit Union or delivered or sent to the Owner. Failure of the Owner to close the Account after receipt posting, delivery or sending of such notice shall be deemed acceptance of such fees, service charges, Rules and Regulations by all Owners of the Account. The Account will also be subject to all laws, Rules and Regulations imposed by any local, state or federal government or regulatory agency.

**Early Withdrawal Penalties** - For any Account including a certificate of deposit, which matures at a specified date, an early withdrawal penalty will be imposed unless the Credit Union consents to such withdrawal or unless permitted by law. If the original maturity is less than 12-month term, the penalty will be 90 days of interest on the amount withdrawn. If the original maturity is 12 month to 36-month term, the penalty will be 180 days of interest on the amount withdrawn. If the original maturity is greater than 36-month term, the penalty will be 365 days of interest on the amount withdrawn. The rate of interest for purposes of calculating any such penalty will be the rate in effect on the date of withdrawal. Any other penalties required by law will also be required upon withdrawal prior to the maturity date of an Account.

**ACH & Wire Transfers** - If we provide the service, you may initiate or receive credits or debits to your account through wire or ACH transfer. You agree that if you receive funds by a wire or ACH transfer, we are not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. We may provisionally credit your account for an ACH transfer before we receive final settlement. We may reverse the provisional credit or you will refund us the entire amount if we do not receive final settlement. Our policy is to make the funds from the ACH Origination transfer available to you on the second business day after the day we receive the ACH transfer. Special rules for New Accounts apply; meaning funds from an ACH Origination transfer will be available on the ninth business day after the deposit.

When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account or identifying number. The Credit Union (and other institutions) may rely on the account or other identifying number as the proper identification even if it identifies a different party or institution. Acceptance of payment(s) on your behalf received through ACH that are not subject to the EFT Act will be governed by the Laws of New York as provided for in the operating rules of the National Automated Clearing House Association (NACHA) which are applicable to ACH.

**Governing Law** - The Account and these Rules and Regulations, will be governed by the laws of the state of Missouri. All payable on death Accounts will be subject to Section 362.471 of the Revised Statutes of Missouri. All Uniform Transfer to Minors Accounts will be governed by the laws of the state of Missouri.

### **Funds Availability**

**Purpose** - This disclosure describes your ability to withdraw funds at Alliance Credit Union. It only applies to the availability of funds in transaction accounts. The credit union reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed in this policy. Please ask us if you have a question, about which accounts are affected by this policy.

### **Your Ability To Withdraw Funds**

Our policy is to make funds from your cash, check and ACH Origination transfer deposits available to you on the second business day after the day we receive your deposit. Electronic (EFT) direct deposits or loan payments will be available on the day we receive the 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 we close 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 we are closed or on a day, we are not open, we will consider that the deposit was made on the next business day we are open.

### **Holds on Other Funds**

If we cash a check for you that are drawn on another bank, 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. If we accept for deposit a check that is drawn on another bank, 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.

### **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 second business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. The first \$200 of your deposits, however, may be available on the first business day.

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

If you will need the funds from a deposit right away, you should ask us when the funds would be available. **In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:**

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the **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 cash, standard EFT direct deposit and wire transfers to your account will be available on the day we receive the deposit. Funds from deposits of federal, state and local government checks may be available the same day of your deposit if the deposit meets certain conditions. The checks must be payable to you. Funds from all other check and ACH Originations transfer deposits will be available on the **ninth** business day after the day of your deposit.

### **Deposits at Automated Teller Machines**

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) will not be available until the second business day after the day of your deposit.

## **Member Identification Disclosure**

**Primary and Secondary Identification** - The employees of Alliance Credit Union do their best to get to know you, but even if they know you, they may ask you for identification. In many cases, we do this because the law requires us to do so. In other cases, we do this for your own protection and to protect your account from fraudulent access by others. Certain transactions, or under certain circumstances, our employee's may ask for and record information from two forms of Identification. It is important that your identification is current (not expired). Expired identification of any type will not be considered an acceptable form of identification for purposes of doing business with Alliance Credit Union.

### **Types of Identification We Accept:**

Primary Identification (Requires a photo):

- State Issued Driver's License or Identification Card
- Armed Services I.D. Card or Passport
- Federal Employee I.D. Badge

### **Secondary Identification (May or may not have photo):**

- Voter Registration Card
- Union or Employer I.D. Card
- Credit Card or Insurance Policy I.D. Card
- Hunting/Fishing License
- Temporary Driver's Permit
- Social Security Card
- Student I.D. Card
- Birth or Marriage Certificate

This list of identification is not all-inclusive and management reserves the right to accept or reject other forms of identification presented to us when you are doing a transaction. Rev:03/2018

