

Share Account Disclosure

*Share Certificate
Truth in Savings*



All You Need Is Us!

TERMS AND CONDITIONS OF YOUR ACCOUNT

DEFINITIONS:

"We" means Collins Community Credit Union. "You" means the Account Holder(s).

"Certificate" means both funds held for the specified period of time, as well as the deposit it evidences. "Transfer" means any change in: ownership, withdrawal rights, or survivorship rights, including (but not limited to) a pledge of this certificate.

PRIMARY AGREEMENT: This disclosure contains the terms of our agreement with you. You agree to keep your funds with us in this account until the maturity date. (An automatically renewable certificate matures at regular intervals.) You may not transfer this certificate without first obtaining our written consent.

The certificate is void if the deposit is made by any method requiring collection (such as a check) and the deposit is not immediately collected in full. If the deposit is made or payable in a foreign currency, the amount of the deposit will be adjusted to reflect final exchange into U.S. dollars.

If any notice is necessary, you agree that the notice will be sufficient if we mail it to the address listed on your account with us. You must notify us of any change of address.

WITHDRAWALS AND TRANSFERS: Only those of you who enter into the original certificate agreement may withdraw funds from this account. (In appropriate cases, a court appointed representative, a beneficiary of a trust or a pay-on-death account whose right of withdrawal has matured, or a newly appointed and authorized representative of a legal entity may also withdraw from this account.)

PLEDGES: Any pledge of this certificate (to which we have agreed), must first be satisfied before the rights of any joint account survivor, pay-on-death beneficiary, or trust account beneficiary become effective. For example, if one joint tenant pledges the certificate for payment of a debt and then dies, the surviving joint tenant's rights in this certificate are subject first to the payment of the debt.

UNCLAIMED PROPERTY - The law establishes procedures pursuant to which we must surrender unclaimed property to the state.

Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about that period of time or type of activity that will prevent your account from being considered unclaimed. If the funds in your account are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered to the state, we no longer have any liability or responsibility with respect to the funds and we cannot get the funds back for you. (Additionally, we may also have our own rules regarding inactive or dormant accounts, including fees and charges pertaining to inactive or dormant accounts. Such rules, fees and charges will be disclosed to you elsewhere.)

If your accounts are closed and the net balance of the account is below the par value share the amount will not be returned to you.

ACCOUNT TYPES: The following paragraphs explain how the various types of accounts operate. Only the paragraph corresponding to the account type stated on the certificate will apply.

Individual Account - Such an account is issued to one person who does not intend (merely by opening this account) to create any survivorship rights in any other person.

Joint Account - With Survivorship (And Not as Tenants In Common) - Such an account is issued in the name of two or more persons. Each of you intend that upon your death the balance in the account (subject to any previous pledge to which we have consented) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common until you inform us of a change in ownership or close this account.

Trust Account - (subject to this form) and Pay-On-Death Account - If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries acquire the right to withdraw only if (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types reserves the right to: (1) change beneficiaries; (2) change account types; and (3) withdraw all or part of the deposit at any time.

Trust Account Subject to Separate Agreement - We will abide by the terms of any separate agreement which clearly pertains to this certificate and which you file with us. Any additional consistent terms stated on this form will also apply.

Non-Personal Account - Such an account is issued in the name of a legal entity such as a corporation. We reserve the right to require the governing body of the legal entity to give us a separate authorization telling us who is authorized to act on its behalf. We will honor such an authorization until we actually receive written notice of a change from the governing body.

CONDITIONS OF PURCHASE: If within 30 days of the opening of the certificate we do not receive the necessary information as required by our member identification policy and the terms and conditions of this agreement, we will remove the funds from the certificate and place the funds in the share account.

SET-OFF: Each of you who has the right to withdraw from this account agrees that we may set-off any debt you owe us now or later against the amount of money you could withdraw from this account. For example, if any one of three of you can withdraw all the money from this account, then the debt of any one

of you can be set-off against the balance in this account (even though the others are not obligated on the debt). We may exercise this right of set-off, without notice to you, any time your debt is in default.

Under certain conditions, we will not exercise this right of set-off. For example: (1) if this certificate is part of an I.R.A. account or a qualified retirement plan, (2) if the debt arises from a consumer credit transaction under a credit card plan, (3) if your debt is personal and your right of withdrawal arises solely in a representative capacity (or vice versa), or (4) if such exercise is expressly prohibited by law. However, if your debt is in default, we reserve the right to exercise any other remedies available to us under the law or separate agreement.

TRUTH-IN-SAVINGS DISCLOSURE

SHARE CERTIFICATE

Rate Information -

The initial interest rate for your account is _____ %.

You will be paid this rate for the term of _____ .

Each month is 30 days. For example 12 months x 30 days = 360 days.

This is a

- ☐ Standard Term Certificate
- ☐ Special Term Certificate

The annual percentage yield for your account is _____ %.

We will never decrease this rate unless we give you at least 30 days notice in writing.

Compounding frequency - Unless otherwise paid, interest will be compounded every quarter.

Crediting frequency - Interest will be credited to your account every quarter. Alternatively, you may choose to have interest paid to you or to another account every quarter rather than credited to this account.

Minimum balance requirements:

The minimum balance required to open this account is \$1,000.00.

You must maintain a minimum daily balance of \$1,000.00 in your account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - Interest is calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of interest on noncash deposits - Interest will begin to accrue on the business day you deposit noncash items (for example, checks) to your account.

Transaction limitations:

After the account is opened, you may not make deposits into the account until the maturity date stated on the account.

You may make withdrawals of principal from your account before maturity only if we agree at the time you request the withdrawal. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

You can only withdraw interest credited in the term before maturity of that term without penalty. You can withdraw interest anytime during the term of crediting after it is credited to your account.

Time requirements - Your account will mature on _____ .

Early withdrawal penalties (a penalty may be imposed for withdrawals before maturity) -

- ◆ If your account has an original maturity of 31 days or less:
The penalty we may impose is the greatest of:
 - ◆ seven days interest, on the amount withdrawn subject to penalty, if the withdrawal is made within the first six days after the deposit,
 - ◆ all interest that has been earned, or
 - ◆ all the interest that could have been earned in the term.
- ◆ If your account has an original maturity of one year or less but more than 31 days:
The penalty we may impose will equal 90 days interest on the amount withdrawn subject to penalty.
- ◆ If your account has an original maturity of more than one year:
The penalty we may impose will equal 180 days interest on the amount withdrawn subject to penalty.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty.

Withdrawal of interest prior to maturity - The annual percentage yield is based on an assumption that interest will remain in the account until maturity. A withdrawal will reduce earnings.

☐ **Automatically renewable account** - This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or we receive written notice from you within the grace period mentioned below, if any. We can prevent renewal if we mail notice to you at least 30 calendar days before maturity.

If either you or we prevent renewal, interest will not accrue after final maturity. Each renewal term will be the same as the original term, beginning on the maturity date. The interest rate will be the same as we offer on new time accounts on the maturity date which have the same term, minimum balance (if

any) and other features as the original time account. For any "special term Certificate" with a renewal option elected, the term of the Certificate shall be renewed at the nearest full year (12 month) term. For this type of certificate

that term will be _____ months

You will have a grace period of 10 business days (including Saturdays) after maturity to withdraw the funds without being charged an early withdrawal penalty.

☐ **Non-automatically renewable account** - This account will not automatically renew at maturity.

If you do not renew the account, interest will not accrue after maturity.

**12 MONTH FIXED RATE
STAR SHARE CERTIFICATE**

Rate Information - The interest rate on your account is _____ % with an annual percentage yield of _____ %. You will be paid the disclosed rate until first maturity.

Crediting and Compounding frequency - Interest will be compounded quarterly and credited to your account. Alternatively, you may choose to have interest paid to you or to another account every quarter rather than credited to this account.

Time requirements - Your account will mature on _____

Early withdrawal penalties (a penalty may be imposed for withdrawals before maturity). The penalty will equal 31 days interest on the amount withdrawn subject to penalty. The interest rate we will use to calculate this early withdrawal penalty will be the interest rate in effect at the time of the withdrawal. There are certain circumstances, such as the death or incompetence of an owner, where we may waive or reduce this penalty.

Withdrawal of interest prior to maturity - The annual percentage yield is based on an assumption that interest will remain in the account until maturity. A withdrawal will reduce earnings.

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

Each renewal term will be the same as the original term, beginning on the maturity date. The interest rate will be the same as we offer on new time accounts on the maturity date, which have the same term, minimum balance (if any), and other features as the original time account. You will have a grace period of 10 business days (including Saturdays) after maturity to withdraw funds without being charged an early withdrawal penalty.

Daily balance computation method - Interest is calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day.

Accrual of interest on noncash deposits - Interest will begin to accrue on the business day you deposit noncash items (for example, checks) into your account.

Minimum balance to open - The minimum balance required to open this account is \$100.00.

Minimum balance to obtain the disclosed annual percentage yield - You must maintain a minimum daily balance of \$100.00 in your account each day to obtain the disclosed annual percentage yield.

Age - The first named member on this certificate must be under the age of 24.

Deposit Limitations - Additional deposits can be \$100.00 or more per day if the first named member on this certificate is under the age of 24. There are no additional limitations on the frequency or timing of funds being added, except that no additions can be made in the last seven days before the CD's maturity. The maturity date for the account will remain the same.

Withdrawal limitations - You may make withdrawals of principal from your account before maturity only if we agree at the time you request the withdrawal. Principal withdrawn before the maturity is included in the amount subject to early withdrawal penalty. You can only withdraw interest credited in the term before maturity without penalty. You can withdraw interest anytime during the term after it is credited to your account.

COMMON FEATURES

Bylaw requirements:

You must complete payment of one share (\$5.00) in your Share Savings, Share Savings Plus, Kirby Kangaroo Club, Star, Money Market Plus, Fortune 50 Club, or Certificate account as a condition of admission to membership.

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

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