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# **Website Privacy and Security Policy**

www.creditunionsouth.com

# **CREDIT UNION SOUTH**

Website Privacy and Security Policy **Online Banking** 

Access to online banking is for Credit Union South members only.

# **FACTS**

## WHAT DOES CREDIT UNION SOUTH DO WITH YOUR PERSONAL INFORMATION?

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 Credit Union South's Privacy Policy.

At Credit Union South, we respect the privacy of our members. We recognize the importance of maintaining the confidentiality of your personal financial information. This notice describes the privacy policy and practices followed by Credit Union South. This notice explains what types of member information we collect and under what circumstances we may share it.

# What?

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

- Name, address, Social Security number, and income
- Account balances and transaction history
- n Credit history and credit scores

When you are *no longer* our member, we will not share your information except as permitted or required by law as described in this notice.

# How?

All financial companies need to share members' non public 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 Credit Union South chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Credit Union South 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 report to credit bureaus	Yes	No	
For our marketing purposes— to offer our products and services to you	Yes	Yes	
For joint marketing with other financial companies	Yes	N/A	

For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	Yes	No
For non-affiliates to market to you	No	N/A

### Questions?

information?

Call (228)388-5040 or (601)928-4222, send us an email at info@creditunionsouth.com or write to us at: Credit Union South – 400 Veterans Ave. Bldg 18, Biloxi, MS 39531

# How does Credit Union South protect my personal

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. We also restrict access to nonpublic personal information about you to those employees and volunteers who need to know the information to provide products or services to you.

#### How does Credit Union South collect my personal information?

We collect your personal information, for example, when you

- open an account or apply for a loan
- n apply for any credit union service
- n you visit our website, provide us information on any online application or transaction, or information you send to us by email.
- n use your credit or debit card or pay your bills
- n make deposits to or withdrawals from your accounts

We also collect your personal information from others, including credit bureaus or other companies.

# Why can't I limit all sharing?

Federal law only gives you the right to limit information sharing as follows:

- sharing for affiliates' everyday business purposes information about your creditworthiness
- n affiliates from using your information to market to you
- n sharing for non-affiliates to market to you

State laws 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.		
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.		
	n Credit Union South does not share with nonaffiliates so they can't market to you, except for our joint marketing arrangements.		
Joint marketing	A formal agreement between Credit Union South and a nonaffiliated financial company where we jointly market financial products or services to you.		
	n Our joint marketing partners include financial service providers.		

#### **Our Security Measures**

We restrict access to nonpublic information about you to those employees who need to know that information to provide products or services to you. Credit Union South maintains physical, electronic and procedural safeguards that comply with Federal regulations to guard your nonpublic personal information.

## **Internet Privacy**

Credit Union South is committed to protecting your privacy online. If you have

provided personal identifying information to Credit Union South via e-mail, such as your name and address, the information will only be used to communicate with you to handle your request. The information provided by you will not be sold or transferred to other parties.

#### **Children's Online Privacy**

Credit Union South recognizes the importance of protecting the identity of children. Financial services conducted on the internet are not intended for or directed towards children. We do not knowingly solicit or collect data from children and we do not knowingly market to children through the internet. The law requires parental consent to collect or use information from children under 13. If you are a child under 13, please show this to your parents and do not use the internet services of the credit union without verifiable parental consent pursuant to the Children's Online Privacy Protection Act.

### **Privacy Inquires**

Credit Union South members and the public may receive copies of this notice of privacy practices by contacting the credit union at a branch location, by phone or e-mail

#### **Internet Security**

Credit Union South along with our third party service providers provides services to you via the internet. Home Banking utilizes safeguards to prevent security breaches. Secure Socket Layering (SSL): a secure, private, end-to-end connection between two computer systems over the World Wide Web.

Firewall: The computer running the software that provides security by isolating the credit union's network from the World Wide Web. The firewall also prevents outsiders from connecting to the internal computer network.

Encryption: Securing data by encoding it before transmission through Secure Socket Layer (SSL). The data is encoded using a "private key" resident on a web server. Before transmission the "public key" is sent to the receiver that allows the data to be decoded once it reaches the receiver's computer.

# At no time does anyone from the outside world have access to the credit union's database via the internet.

Security controls that are in place govern the network and data access user authentication, transaction verification and virus protection. Encryption occurs for all information going to and from both the member and Credit Union South. Encryption takes meaningful text and numbers and scrambles them into mathematical formulas to create a key that is used to translate the scrambled text back to a meaningful text. Each account has a layer of security surrounding it. Personal identification numbers that are created by the member are specific only to individual accounts. Internet security standards are in place to protect against unauthorized disclosure of information or access to information about a member from the credit union website.

#### Your Responsibility

You are responsible for keeping your online password, account numbers, personal account information and other account data confidential. Members should always use caution and discretion when disclosing account numbers, social security numbers, etc. to others. Try to always keep the credit union current with your personal information such as address, phone numbers, etc. If we need to contact you due to potential fraudulent or unauthorized activity your current information will be needed to reach you. Credit Union South will not be held responsible for member errors or negligent use of the secure service areas. Credit Union South will not guarantee security for:

- Input errors or misuse of services
- Negligent handling or sharing of passwords leading to unauthorized access to accounts.
- Leaving a computer unattended during an online session.
- Providing personal information over standard email instead of secure email.

#### **How to Opt Out**

If you prefer that we do not disclose nonpublic information about you to nonaffiliated third parties, you may opt out of these disclosures. If you wish to opt out of the disclosures to nonaffiliated parties, you can do one of the following:

- Call one of our offices at (228) 388-5040 Biloxi or (601) 928-4222 Wiggins
- Write to: Credit Union South 400 Veterans Ave., Bldg 18 Biloxi, MS 39531

You may opt out of these disclosures at any time. This opt out will not apply to disclosures that are legally permitted or disclosures we make to companies that perform services on our behalf or to other financial institutions that have joint marketing agreements with us. Once we receive your request, we have a reasonable amount of time to stop the disclosures. You may always contact us for assistance if you wish to later revoke your opt out election.

# **Funds Availability Policy**

#### Your Ability to Withdraw Funds

Like most financial institutions, our policy is to delay the availability of funds that you deposit in your checking account. During the delay, you may not withdraw the funds and we will not use the funds to pay checks that you have written. Please remember that even after we have made the funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit. If you have any questions, be sure to ask us.

#### Determining the Availability of a Deposit

The length of the delay is counted in business days from the day of your deposit. Business days are Monday through Friday, except for federal holidays. If you make a deposit before 2:00 p.m. on a business day that we are open, we will consider that to be the day of your deposit. However, if you make a deposit after the above mentioned time or on a day we are not open, we will consider that the deposit was made on the next business day we are open. When you mail deposits, we will consider the deposit made on the day we receive the deposit.

#### **Next-Day Availability**

Funds from the following deposits are available on the first business day after the day of your deposit:

- U.S. Treasury Checks
- Electronic payments, such as wire transfers, Automated Clearing House (ACH) credits and pre-authorized payments (e.g. direct deposits of Social Security benefits and payroll payments).
- · Checks drawn on us.
- State and local government checks.
- · Cashier's, certified and teller's checks.
- Federal Reserve Bank checks, Federal Home Loan Bank checks and postal money orders.
- Cash

The first \$200.00 of a deposit of checks not listed above will be available on the first business day after we receive your deposit. The remaining amount will be available on the second business day following the day of deposit.

#### **Longer Delays May Apply**

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- You deposit checks toaling \$5,000.00 or more in any one day.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay the availability 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 7<sup>th</sup> business day after the day of your deposit.

#### **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 checking account. Those funds will be available using the same hold policy as if you had deposited.

#### **Rights Reserved**

Credit Union South reserves the right to:

Accept or reject any check for deposit.

- Revoke any settlement with respect to a check accepted by us, and to charge back to your
  account the amount of the check based on the return of the check or a receipt of notice of nonpayment of the check, or claim a refund for such credit.
- Require that space reserved for endorsement by Credit Union South on the back of any check accepted for deposit be free and clear of any prior markings or endorsements.

#### Special Rules for New Accounts

If you are a new member, the following special rules will apply during the first 30 days your checking account is open. The first 5000.00 from a deposit of U.S. Treasury checks will be available

on the first business day after the day of your deposit. Funds from deposits of cash and the first \$5000.00 of a days total deposits of cashier's, certified, teller's and state and local government checks will be available on the first business day after the day of your deposit if it meets certain conditions. For example, checks must be made payable to you. The excess over \$5000.00 will be available on the 7<sup>th</sup> business day after the day of your deposit. If you do not make the deposit in person to one of our employees, the first \$5000.00 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 30<sup>th</sup> business day after the day of your deposit.

### **Account Fees and Charges Disclosure**

Membership Fee: \$ 5.00

\$10.00 re-open

### **Checking Miscellaneous**

- 1.NSF Check Charges \$ 30.00
- 2. Stop Payment ACH or Check \$ 25.00
- 3. ACH NSF Charge \$ 30.00
- 4. Reconciling Assistance \$ 10.00 per hour
- 5. Copy of Check \$ 2.00
- 6. Printed Checks Vary based on style and selection selected
- 7. Service Charge- Under \$500.00 Balance \$5.00 per month

#### Savings Miscellaneous

- 1. Check Cashing Fee \$ 1.00 per \$100.00 Maximum of \$10.00
- 2. Excess Savings Withdrawal Fee \$ 3.00 per withdrawal after 3 withdrawals per month
- 3. Over Draft Option Charge \$ 2.00
- 4.Dormant After no activity for one year \$ 5.00 per month

#### Miscellaneous

- 1.Wire Transfer Fee outgoing U.S. Only \$ 25.00
- 2.No Address Fee \$ 3.50 per month

#### **Christmas Club**

- 1.Close out Christmas Club before Maturity \$ 10.00
- 2.Early Withdrawal Fee \$ 10.00 per withdrawal

#### **Debit Card**

- 1.Debit Card Research \$ 10.00 per hour
- 2.Debit Card Pin Replacement (after 1) \$ 2.00
- 3.Debit Card Replacement (after 2) \$ 10.00
- 4. A.T.M. Balance Inquiries \$ 1.00 per inquiry after 3 inquiries per month
- 5. Over Draft Fee \$ 30.00

#### **Money Orders**

Up to \$249.99 \$ 1.50 per money order Over \$250.00 \$ 2.50 per money order

# **Truth in Savings**

	Savings	Checking	IRA	Christmas	Certificates	
Dividend Rate Annual Percentage Yield	%	%	%	%	%	
Crediting, Compounding, & Dividend Period	Quarter	Month	Quarter	Maturity	Maturity	
Dividend Calculation Method	Average Daily Balance Method					
Minimum Balance Requirements	\$501.00	\$501.00	\$501.00	\$201.00	\$1,000.00	
Transaction Limitations	\$2.00 for each Withdrawal Over 3 per			\$10.00 early withdrawal	Penalty for withdrawal prior to Maturity. Does	

month not renew automatically.

Rate Information. The Dividend Rate and Annual Percentage Yield (A.P.Y.) on your accounts are set forth above and are accurate as of the effective date. The Annual Percentage Yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. The Dividend Rate and Annual Percentage Yield on savings and checking accounts as stated above are variable and may change at any time at the discretionof the Board of Directors. All certificates have fixed rates and will be paid the rate and A.P.Y. for the stated term of the account. Regular savings, checking and I.R.A.s earn dividends on a tiered method. These accounts will be paid at the stated rate and A.P.Y. that corresponds to the applicable deposit tier on the full balance in the account for the dividend period.

**Dividend Period.** The Dividend Period begins on the first calendar day of the period and ends on the last calendar day of the period. Dividends are compounded and credited as set forth in the schedule above. Dividends will begin to accrue on the date you make deposits to the account.

Dividend Accrual. The Average Daily Balance Method is used to calculate dividends on the balance in the account. Dividends are calculated by applying a periodic rate to the average balance in the account for the period. The average balance is determined by adding the full amount of principal in the account for each day of the period and dividing that figure by the number of days in the period. If you close the account before dividends are paid, you will not receive the accrued dividend for that period. Dividends are paid on the last day of each period.

**Balance Information.** You must maintain a balance of \$501.00 in your savings, I.R.A., and Checking account each day and \$201.00 in your Christmas Club account to obtain the disclosed annual percentage yield.

Transaction Limitations. No more than six (6) pre-authorized, automatic, or telephone transfers may be made from savings accounts to another depository account of a member or to a third party in any month and no more than (3) of these (6) transfers may be made by check, draft, or debit card to a third party. Withdrawals in excess of (3) during a month will be charged \$2.00 each. Minimum to open all accounts is \$5.00 except checking which requires \$100.00 to open. Certificates require an opening balance of \$1,000.00. Certain withdrawals from an I.R.A., prior to reaching age 59 1/2, may be subject to an IRS penalty of 10% plus taxation on the amount withdrawn. Withdrawals at an A.T.M. on accounts accessible via Visa Debit/A.T.M. cards are limited to \$500.00 per day.

Certificates. If the certificate has a maturity of one year or less, the penalty will equal 90 days of interest at the rate the certificate was written. The certificate will earn interest at the current savings rate for the number of days from issuance to redemption. If the certificate has a maturity date of one year or more, the penalty for early redemption will equal 180 days of interest at the rate at which the certificate was written. The certificate will earn interest at the current savings rate for the number of days from issuance to redemption. Your certificate is non-transferable and non-negotiable. The funds in your certificate may not be pledged to secure any obligation of an owner, except oligations with Credit Union South.

**Fees and Charges.** Any fees and charges that may be assessed against your account are disclosed separately in the fee schedule disclosed at account opening.

Fair and accurate Credit Transaction Act. We will report information about your account to the credit bureaus. Late payments, missed payments, or other defaults on your account will be reflected in your credit report.

Par Value of a share is \$5.00.

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**Shares** 

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