



**Truth-in-Savings Disclosure
and
Membership Agreement**

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Truth-in-Savings Disclosure and Membership Agreement

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Deposit Products Terms: Throughout this document, you, your and yours refer to the individual(s) signing the Membership/Account Application and any other person using your Debit Card or initiating a transaction with your permission. We, us, our and Credit Union refer to USALLIANCE Financial. In addition to state and federal regulations that may apply and the specific terms of any other account agreement, all your Credit Union deposit products with the exception of Individual Retirement Accounts and Coverdell Education Accounts are governed by the following Terms and Conditions:

Dividend Rate Information Applicable to All Accounts

The dividend rate and corresponding annual percentage yield for each account that pays dividends is available on the current Savings Rates and Yields schedule. Dividend rates and the corresponding annual percentage yields may change on any day as determined by the Asset/Liability Committee authorized by the Board of Directors. Dividend rates are established by the Asset/Liability Committee. The Credit Union's investment policy is governed by the Federal Credit Union Act which generally limits investments to federally issued, insured or guaranteed instruments and institutions, and loans to members.

Every member is a part owner of USALLIANCE Financial. Thus, your earnings are based on your deposits with the Credit Union.

Compounding and Crediting:

- Dividends are compounded daily and credited monthly on the last calendar day of the month.
- The daily rate is the stated dividend rate divided by 365.

Balance Computation Method: Dividends are calculated by the daily balance method which applies a daily periodic rate to the collected balance in the account each day.

Accrual of Dividends: Dividends begin to accrue no later than the business day the Credit Union receives provisional credit through the Federal Reserve System for the deposit of non-cash items, such as checks, to your account.

Minimum Balance Requirements: There is no minimum balance required to receive dividends unless otherwise specified in the current Savings Rates and Yields schedule or these disclosures.

Fees and Charges: Your account is subject to fees and service charges which are detailed in the Fee Schedule. Call Member Services at 800-431-2754 or visit www.usalliance.org to review the schedule.

Illegal Transactions: You agree that you will not cause or allow your USALLIANCE Financial accounts to be used in any manner or for any transaction that we believe poses an undue risk of illegality, including unlawful gambling. We may refuse to authorize any such use or transaction. We reserve the right to terminate your membership if we find your account is being used for illegal transactions.

Prohibition Against Unlawful Internet Gambling: The Unlawful Internet Gambling Enforcement Act of 2006, and implementing regulations prohibit commercial customers from receiving deposits or other credits of any kind relating to their operation of an illegal Internet gambling business. USALLIANCE Financial is required to enforce that prohibition.

Deposit Accounts

SMA Checking, SMA Savings, MyLife Accounts, Money Manager Accounts, Club Accounts and STAR Retirement Accounts are variable rate accounts. The dividend rates for these accounts are subject to change and are established by the Asset/Liability Committee. MyLife Checking does not pay any dividends.

Transaction Limitations: USALLIANCE Financial may impose a \$20 minimum for withdrawals.

Basic Savings, Cash and Stash, Club Account, Certificate Accounts, Credit Builder Savings, MyLife Savings, Savings Plus, SMA Savings, Student Account, MyLife Savings for Kids, Kid Account, Teen Account, MyLife Money Market, Diamond Money Manager, Platinum Money Manager, Silver Saver Money Manager, Super Savings Money Manager, Business Money Market Account are limited to six debits (withdrawals, transfers out, etc.) per calendar month under Federal Reserve Regulation D. A fee will be incurred per withdrawal thereafter. Should the balance drop below the minimum deposit requirement during a calendar month, the dividend rate will be adjusted and disclosed on the Current Savings Rates and Yields.

Minor Accounts: A Minor is a person under 18 years of age. The Credit Union requires a Joint Owner who is 18 years of age or older for any account opened for a Primary Owner who is a Minor. Whenever shares of this account are issued in the name of any Minor, the Credit Union may pay dividends or earnings thereon to such Minor. The Credit Union will only make the withdrawal value of such shares available

to the Joint Owner who is 18 years of age or older, with the exception of MyLife Teen Checking Accounts, Teen Accounts and Student Accounts. For a custodial account where deposits are held for the exclusive right and benefit of the Minor, a Custodian who is 18 years of age or older is required, and is subject to the New York Uniform Transfers to Minors Act (NYUTMA). The Minor does not have transactional authority on a custodial account; the Custodian is liable for all transactions conducted and is responsible for transferring ownership of the funds to the Minor at the appropriate age assigned on the custodial application. The Successor Custodian designated on the custodial application shall serve in the event the current active Custodian resigns, dies or becomes legally incapacitated. The purpose of personal information collected for Minors is used solely to open an account.

Payment of Club Account Balances: Each year, on the last calendar day or specified calendar day of the month selected, the entire balance of your Club Account is automatically transferred to your deposit account. Any payroll allocations into your Club Account will continue. If you need funds prior to the scheduled payout date, you would be subject to an early withdrawal fee.

Variable Rate Certificate Accounts (No longer available)

The minimum balance required to open a Variable Rate Certificate Account is \$500. The dividend rates and annual percentage yields on Variable Rate Certificate Accounts may change on the first day of each calendar month based upon the previous month's most recently auctioned 1-year U.S. Treasury Bill or 2-year U.S. Treasury Note interest or coupon rate, plus or minus a stated percentage, depending on Variable Rate Certificate Account term. Please refer to the Certificate Accounts Disclosure for specified percentages. In the event the U.S. Treasury suspends or delays the auction of Treasury Bills or Notes, the Credit Union may substitute the annualized yield, adjusted for constant maturity, of Treasury Notes as reported by the Federal Reserve Board on a weekly-average basis (Report H.15). You may not add funds to a Variable Rate Certificate Account.

Fixed Rate Certificate Accounts

The minimum balance for a Fixed Rate Certificate Account is \$500. Dividend rates for Fixed Rate Certificate Accounts are established by the Asset/Liability Committee. You may not add any funds to a Fixed Rate Certificate Account.

Step-Up Account: If rates rise, you can execute the STEP-UP option once to increase your dividend rate during the term of your certificate by communicating your request to the Credit Union. The term of the account will remain the same. You may also add to the account one time during the term of the account. Any additional deposits will be limited to a maximum of \$250,000. Once the rate has changed, the new interest rate will be paid on the existing balance through the remaining term.

CD Saver: You can add funds to this special CD at any time during the term. There are no minimum or maximum limitations. The CD Saver is not available for retirement certificates (IRAs).

Information Applicable to All Certificate Accounts

Conversions: No conversions of Certificate Accounts are allowed prior to maturity of the account.

Withdrawal of Dividends Prior to Maturity: You may withdraw any and all dividends previously paid on your account without incurring a penalty. You may elect to have credited dividends transferred to your deposit accounts each month. The annual percentage yield is based on the assumption that dividends will remain in the account until maturity. Dividend withdrawals will reduce earnings.

Maturities: Most Certificate Accounts are offered for a range of maturity dates. This allows you to schedule maturity and redemption of your Certificate Account for a business day. The exact maturity date of each Certificate Account is shown on your receipt and on each statement.

Redemptions: Certificate Accounts can be scheduled for redemption at any time, even when you make your original deposit. While most members wait until they receive their mailed Certificate Account Maturity Notice, you may schedule your Certificate Account for automatic redemption at any time by calling Member Services, visiting a branch or writing us.

Automatic Renewal Upon Maturity: With the exception of Jumbo Certificates, you will be notified by mail at your address of record at least 25 days prior to maturity of your Certificate Account. At the Credit Union's option, if you do not redeem your Certificate Account, it may be automatically renewed upon maturity for the minimum equivalent term at the then prevailing rate. You will have a 7 calendar day grace period, beginning on the maturity date, to withdraw funds in the account without being charged an early withdrawal penalty.

Certificate Accounts Owned by a Business or Organization: Business/Organizational accounts are subject to enhanced regulatory compliance standards related to beneficial ownership and therefore will not automatically renew. Upon maturity the balance of any certificate held in the name of a business or organization will be redeemed to the primary share account.

Transfer Upon Maturity: If prior to maturity, you elect to redeem your Certificate Account at maturity or the Credit Union does not automatically renew your Certificate Account at maturity, the entire balance will be automatically transferred to your deposit accounts or STAR Retirement Account for easy access. **Please note: Jumbo Certificates do not renew automatically.**

Early Withdrawal Penalties: When you open a Certificate Account, you agree to keep your funds on deposit until maturity. You may make withdrawals of principal on a Certificate Account at the discretion and approval of USALLIANCE Financial. The Credit Union will impose a penalty if a withdrawal of principal is made prior to the maturity date. A withdrawal prior to maturity will reduce earnings and your APY therefore will be lower than the disclosed yield. The Credit Union will close the account if a withdrawal of principal reduces the balance below the minimum required account balance.

- If your Certificate Account has an original maturity date of less than 18 months the early withdrawal penalty will equal 180 days dividends on the amount withdrawn.
- If your Certificate Account has an original maturity date of 18 months or longer, the penalty amount will equal 360 days of dividends on the amount withdrawn.

If earned dividends are not sufficient to cover the penalty, the early withdrawal penalty may affect principal.

Early withdrawal penalties will be waived only upon the death of the primary account holder or upon the voluntary or involuntary liquidation of the Credit Union.

Balance Computation Method: Dividends are calculated by the daily balance method which applies a daily periodic rate to the collected balance in the account each day.

Accrual of Dividends: Dividends begin to accrue no later than the business day the Credit Union receives the provisional credit through the Federal Reserve System for the deposit of non-cash items, such as checks, to your account.

Fees and Service Charges: Your account is subject to fees and service charges which are detailed in the Fee Schedule. Call 800-431-2754 for a copy of the schedule.

Other Terms and Conditions: The Credit Union may change its bylaws and any term of your account at anytime. We will give you reasonable notice in writing unless circumstances beyond our control make such notice impractical or prior notice would represent an unreasonable security risk to the Credit Union.

If the Credit Union calls or redeems your account early, we will provide 60 days written notice. Should the Credit Union exercise this option, your Certificate Account will be redeemed without penalty on the day specified in the notice, and the entire balance, including earned dividends, will be automatically transferred to your deposit accounts or STAR Retirement Account for easy access.

In the event the U.S. Treasury suspends or delays the auction of Treasury Bills or Notes, the Credit Union may substitute the annualized yield, adjusted for constant maturity, of Treasury Bills or Notes as reported by the Federal Reserve Board on a weekly-average basis (Report H. 15) as published in the Wall Street Journal on the last Tuesday of the month.

Information Applicable to All Deposit Accounts

Signatures: The Credit Union will use the name(s) and signature(s) appearing on your Membership Application/Agreement for all purposes. Any changes must be in writing and in the manner specified by the Credit Union. You agree that the Credit Union may honor a facsimile signature, regardless of by whom or by what means the facsimile signature may have been affixed, so long as it resembles your specimen signature.

Joint Accounts: If you want other individuals to be able to sign your checks, make withdrawals or be issued a card, they must each be named a joint owner of the account. You may name anyone as a joint owner, as long as they are at least 18 years of age. However, once named, a joint owner's name cannot be removed except by closing the account.

In connection with joint accounts, the Credit Union is hereby authorized to recognize any of the signatures of the joint account-holders in the payment of funds or the transaction of any business for the account. The joint owners of this account hereby agree with each other and with the Credit Union that all sums now paid in on shares, or heretofore or hereafter paid in on shares by any or all of said joint owners to their credit as such joint owners with all accumulations thereon, are and shall be owned

by them jointly, with right of survivorship and be subject to the withdrawal or receipt of any of them, and payment to any of them or the survivor or survivors shall be valid and discharge the Credit Union from any liability for such payment. One or more joint owners may deposit in the account checks or other instruments payable to any of them and thereafter draw on the deposit in accordance with this agreement and the terms and conditions of the account.

Any or all of the joint owners may pledge all or any part of the funds in their account as collateral security for a loan or line of credit. However, the Credit Union may require that pledged funds be transferred to another account.

The right or authority of joint owners shall not be changed or terminated by any of the owners except by written notice to the Credit Union, which shall not affect transactions already made.

Beneficiaries: If you name one or more beneficiaries, you will create a revocable trust for the benefit of the named beneficiary(ies). You, and any joint owners, and the Credit Union agree and intend:

- That this trust be revocable;
- That you may use this account as your own, including closing it at any time;
- That any owner can change the beneficiary(ies) at any time;
- That in the event of any conflicting instructions, the Credit Union will follow the instructions of the primary or first named account owner;
- That upon the death of the last account owner, the remaining account balance(s) will constitute an absolute gift to the designated beneficiary(ies) to be distributed equally among all designated beneficiaries still living. If the Credit Union cannot locate a beneficiary within 120 days, he/she will be deemed deceased and the account balance(s) will be distributed equally among the remaining beneficiary(ies). If the beneficiary(ies) dies before the death of the last account owner, or if the Credit Union cannot locate all the named beneficiary(ies) within 120 days, the account balance shall remain a part of your estate;
- That this account is deemed a Totten Trust Account and created pursuant to the Federal Credit Union Act and the laws of the State of New York and is to be interpreted pursuant to such laws.
- That payment of the account balance(s) to the designated beneficiary(ies) shall discharge the Credit Union from any and all liability to the extent of such payment.

Minimum Balance Requirements: USALLIANCE Deposit Accounts require a \$1 minimum balance to open. Silver, Super Savings, Diamond and Platinum Money Manager accounts have minimum balance requirements of \$5,000, \$25,000, \$50,000 and \$75,000, respectively.

Deposits

The Credit Union reserves the right to refuse any deposit and/or set a minimum deposit amount. The Credit Union may also limit the total balance in any account and/or return all or part of the funds on deposit with us. Deposits not accompanied by complete instructions and/or your full member and account type numbers will be credited to the primary member's Share Account number. If yours is a joint account, you authorize the Credit Union to accept for deposit a check made out to one or any of you without endorsement, or endorsed by any of you.

Funds Availability Rules

Deposits to your USALLIANCE Financial accounts are subject to delay in availability based on the kind of deposit made. During the delay, you may not withdraw the funds in cash and we may not use the funds to pay checks that you have written.

Determining the Availability of a Deposit: The length of the delay is counted in business days from the day of your deposit. Every day except Saturday, Sunday and a federal holiday is a business day.

Same Day Availability: Funds from the following deposits are available on the day the Credit Union receives the deposit.

1. Cash
2. Electronic direct deposits
3. U.S. Treasury Checks that are payable to you
4. Wire Transfers
5. Checks drawn on us
6. State and Local Government Checks that are payable to you

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

1. Cashier's Checks
2. Certified Checks
3. Official Checks
4. Postal Money Orders
5. Federal Reserve or Federal Home Loan Checks

Deposits at ATMs: Some ATMs may allow you to make a deposit to your account. Deposits made at ATMs may take an additional business day to be credited to your account. After being credited to your account, the funds are subject to the same availability rules as listed in the Funds Availability Rules section of this agreement. For your protection, all deposits at an ATM are verified. You agree that the Credit Union's count will be final.

Other Checks: The first \$200 from a deposit of checks, not available for next day withdrawal, will be available on the first business day following the day of your deposit. The remaining funds will be available on the second business day after the day of your 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 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
- You have been a member for less than 30 days
- There has been an emergency, such as failure of communications or computer equipment

You will be notified if one of these delays applies to your deposit and when the funds will be available. The funds 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, cash and wire transfers will be available on the business day we receive the deposit. Funds from the first \$5,000 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 \$5,000 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 \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other checks will be available on the ninth business day after the day of your deposit.

Holds On Other Accounts: 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.

Collection Items: Some deposited items cannot be processed through the normal check processing system and the Credit Union, as your agent, must send them for collection. Collection items include:

- Damaged or mutilated items;
- Drafts with provisional instructions or restrictive endorsements;
- Checks drawn on foreign banks and not payable through a U.S. bank;
- Checks not payable in U.S. dollars;
- Items not MICR encoded.

Collection items cannot be made available until the Credit Union has received U.S. funds. Collection items are subject to the Credit Union's published Fee Schedule. Payment of foreign currency items may be subject to governmental restrictions and can take a long time to collect. The actual currency conversion rate cannot be quoted or specified in advance.

Returned Checks: If funds have been made available and withdrawn from a recent check deposit, and the check is returned for any reason including improper endorsement, you are responsible for the full amount of the check and any fees.

What is a substitute check? To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

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

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

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do you make a claim for a refund? If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at USALLIANCE Financial, Attn: Member Services, 411 Theodore Fremd Avenue, Suite 350, Rye, NY 10580-1410. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

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

Debit Card/EFT Services

Use of your Debit Card, your card number, and/or your card PIN (Personal Identification Number) for payments, purchases, withdrawals, transfers or cash advances from merchants, financial institutions or others who honor the card will be charged to your deposit accounts like any other withdrawal. The Credit Union may charge withdrawals to your account in any order it determines. If there are insufficient funds available to pay all withdrawals, the Credit Union may dishonor checks to pay Debit Card and EFT (Electronic Funds Transfers) withdrawals.

Your Debit Card and PIN: Each Debit Card and card PIN is for your personal use only. You should never give your card or card PIN to another person. Each joint owner can request a separate card.

For security reasons, the Credit Union does not have a record of your card PIN, nor can we determine it by reading the card. If you forget your card PIN, contact the Credit Union for a replacement.

Using the Debit Card: You may use the Debit Card to:

- Pay for purchases at places that honor the card
- Make a cash advance from a financial institution that honors the card
- Withdraw cash at ATMs
- Make balance and transaction inquiries at participating ATMs
- Make transfers between eligible accounts at participating ATMs
- Make deposits to eligible accounts at participating ATMs

Some of these services may not be available at all ATM (Automated Teller Machine) terminals.

Electronic Fund Transfers You Make: You may authorize the following Electronic Funds Transfer (EFT) transactions:

- Deposits to an Account through an Automated Clearing House (ACH), through your employer, and at participating Automated Teller Machines (ATMs).
- Withdrawals and payments from your Accounts through an ACH, Dial-Up, Online Banking, your employer, and at participating ATMs, Point-of-Sale (POS) terminals, financial institutions and merchants.

We have the right to decide which third parties we will permit transfers to be made to or from. Dial-Up and Online Banking may permit other electronic transactions that do not involve the actual transfer of funds to a third party, such as loan payments and advances, and other electronic transactions, such as checking balances, determining if a check was paid, ordering checks, or placing a Stop Payment Order.

Limits on Debit Card/ATM Transactions: You can make unlimited withdrawals daily totaling not more than \$500 with an ATM-only card and \$1,000 with a debit card. Debit cards also have a \$5,000 daily purchase limit. On request, additional funds may be released with Credit Union consent. The minimum withdrawal amount is \$20. Some ATMs may limit the amount you can withdraw in a single transaction. You can make a cash advance from your available account balance, including available funds associated with an overdraft line of credit (if applicable), at financial institutions that honor the Debit Card.

EFT Transactions: For security and compliance reasons, there may be other limits on the dollar amount or number of card transactions permitted at certain times. You cannot make more than six (6) withdrawals (debits) in any combination of POS withdrawals or payments through an ACH transaction, automatic transfer, withdrawal or transfer through Dial-Up, Online Banking or the Call Center, checks or overdraft transfers from Savings Accounts, Certificates, Club Accounts, Money Manager, Business Money Market and MyLife Money Market Accounts in a calendar month.

In addition to the limitations stated above and provided you have sufficient funds in your deposit accounts, if applicable, each calendar day you may authorize:

- An unlimited number of deposits through an ACH or mail transaction;
- An unlimited number of payments or transfers through an ACH, POS, Dial-Up, or Online Banking transaction (excluding Savings, Certificates, Club Accounts, Money Manager, Business Money Market and MyLife Money Market Accounts);
- An unlimited number of loan payments to a Credit Union loan;
- An unlimited number of payments to the Credit Union for insurance and other authorized transactions (excluding Savings, Certificates, Club Accounts, Money Manager, Business Money Market and MyLife Money Market Accounts);
- An unlimited number of merchant purchases. (SMA Checking or MyLife Checking).
- Each calendar day, on your Club Account, you may authorize an unlimited number of deposits through an ACH, Dial-Up or Online Banking;
- From your Credit Union lines of credit, consistent with your loan agreement(s), you may authorize an unlimited number of loan advances.

For security and regulatory reasons, there may be additional limitations on the type, dollar amount or number of transactions permitted at certain times to safeguard your accounts against misuse or when you have failed to follow proper procedures for accessing your accounts.

ACH and Wire Transfers: This Agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers - as adopted in the state in which the main office of the Credit Union is located. If you originate a fund transfer for which Fed wire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing

house association rules. These rules provide, among other things that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

Transaction Documentation: You may request a receipt each time you use your Debit Card at an ATM or at a participating financial institution or merchant. Your monthly statement will identify the merchant, financial institution or electronic terminal where you made your card withdrawal. Sale, cash advance, credit or other slips are not returned with your statement. You should retain the slips furnished at the time of the transaction to verify your statement charges. We will charge you for photocopies of slips we supply upon your request. Transfers made through Dial-Up or Online Banking will be documented only on your statement. Individual receipts are not provided.

You must approve any pre-authorized EFT deposit or payment in writing and your authorization must include your full account number. You must tell us promptly of any change in your mailing address and you must review your monthly statement promptly after you receive it. If you do not, you may be held liable for any unauthorized funds transfer transactions on your consumer account.

If you have scheduled EFT deposits from the same payer at least once every 60 days, you may call us at 800-431-2754 to ascertain if the deposit has been received. If a pre-authorized EFT payment from your consumer account varies in amount from the previous EFT payment, the person you are to pay must tell you the new payment amount and its scheduled date at least 10 days before the payment is due. You may choose to be notified only when the payment amount will differ by more than a certain amount, or when the payment will not fall within a range you have specified.

Returns and Adjustments: Merchants and others who honor the card may give credit for returns and adjustments, and they will do so by initiating a credit to your account. In addition, ACH credits received to your Credit Union accounts are provisional in nature until the Credit Union receives final settlement through the Federal Reserve Bank or otherwise receives payment through an authorized funds-transfer system. Your account may be adjusted in the event of an erroneous transaction.

Foreign Currencies: Debit Card transactions made in foreign currencies will be charged to your account in U.S. dollars. The conversion rate to dollars will be made in accordance with operating regulations for international transactions established by VISA International, Inc. or other participating networks. A fee will be imposed on all foreign transactions, including purchases, cash withdrawals, cash advances and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes in a foreign currency on your card outside the U.S., Puerto Rico or the U.S. Virgin Islands. Refer to the Credit Union's published Fee Schedule for the foreign currency transaction fee.

Charges: Charges for Debit Card, ATM or EFT transactions and over limit balances are disclosed on our Fee Schedule. We reserve the right to change these fees and/or impose new fees after giving you notice. When you use an ATM not owned by us, you may be charged a fee by the ATM operator (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

How to Place an EFT Stop Payment: You can stop payment on pre-authorized EFT payments from your account, but not ATM withdrawals or merchant purchases. You should first contact the organization you have authorized to take payments from your account. You may also ask us to stop a pre-authorized EFT payment from your account by notifying us at least 3 business days before the scheduled date of the payment. To do this, write to: USALLIANCE Financial, ATTN: Member Services, 411 Theodore Fremd Avenue, Suite 350, Rye, NY 10580-1410. Provide your account number, identify the payee and the payment you want stopped; or contact USALLIANCE Financial by phone at 800-431-2754, and follow up with a signed, mailed confirmation to USALLIANCE Financial within 14 calendar days.

Your stop payment request will be effective the next business day for all payments to the payee you specified. The stop payment request is permanent until written authorization is received from you, an account holder, releasing the stop payment request. There is a fee for each stop payment request and for any transfer returned unpaid. See the published Fee Schedule for stop payment fee. You agree that we may debit our fees against any Credit Union account you own. If you have complied with these instructions and we do not stop the pre-scheduled payment from your account, we will be liable for your losses and damages.

Refusal to Honor Card: Even though your account may have sufficient funds and/or available credit to cover a requested Debit Card transaction, electronic terminals, merchants, financial institutions and others who honor the card may not be able to determine your actual balance. Therefore, the Credit Union is not liable for the refusal or inability of such terminals or persons to honor the card or to complete a card transaction, or for their retention of the card.

Merchant Disputes: The Credit Union is not responsible for goods or services purchased with the card. You must resolve any disputes directly with the merchant.

Retaining Your Card: A merchant or terminal may retain your card in certain circumstances, including:

- If an incorrect card PIN is entered repeatedly
- If the terminal malfunctions
- If your card has been damaged or encoded improperly
- If you have misused the card or Credit Union account privileges

Member Liability

Tell us AT ONCE if you believe your card or PIN has been lost or stolen 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 you believe your card or PIN has been lost or stolen, and you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your card or code without your permission. If you do not tell us within two business days after you learn of the loss or theft of your card or PIN, and we can prove we could have stopped someone from using your card or PIN without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, 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 you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

Whom to Notify: If your Debit Card or PIN is lost or stolen or someone has or may transfer funds from your account without permission, call USALLIANCE Financial promptly at 888-908-7830 24 hours a day or at 800-431-2754 during business hours.

Our Business Days: Our regular business days are Monday through Friday. The Credit Union is open a half day on Saturday, but Saturday is not considered a business day. However, the Credit Union is closed for business on Federal Reserve System holidays. Calendar days include business days, Saturdays, Sundays and holidays.

In Case of Errors or Questions: Write to USALLIANCE Financial, ATTN: Member Services, 411 Theodore Fremd Avenue, Suite 350, Rye, NY 10580-1410, call 800-431-2754 or send a secure communication through online banking as soon as you think your statement or receipt is incorrect or if you need more information about a transaction. We must hear from you no later than 60 days after we sent you the first statement on which the problem or error appeared.

- Tell us your name and account number.
- Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is in error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we will require that you send us your complaint or question, in writing, within 10 business days thereafter. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will re-credit your account within 10 business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If you have not put your complaint or question in writing and we have not received it within 10 business days, we will not re-credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within 3 business days after we finish our investigation. If we decide 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 the alleged error concerns a transfer to or from a third party, such as a Social Security deposit or a

pre-authorized electronic funds transfer payment to a third party, our investigation may be limited to a review of our own records. If we decide there was no error, you may want to contact the third party to pursue the matter further.

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

- If, through no fault of ours, you do not have enough money in your account or sufficient available credit to make the transfer;
- If the terminal you are using does not have enough cash;
- If the terminal is not working properly and you know about the breakdown when you start the transaction;
- If Dial-Up or Online Banking is not working properly and you know about the breakdown before completing the transaction;
- If you did not receive a valid confirmation number;
- If your PIN has been reported lost or stolen, or we canceled your PIN;
- If we believe that you or someone else is using the consumer account for fraudulent or illegal purposes;
- If you do not follow instructions properly or enter an invalid account number or PIN;
- If your Credit Union account is restrained by court order;
- If the transfer would violate the terms of any other agreement we have with you or if your account is delinquent or in default or if you haven't paid all your fees;
- If circumstances beyond our control (such as fire, flood, electrical or telecommunications failure, postal delays or strikes) prevent the transfer, despite reasonable precautions that we have taken.

There may be other exceptions in other specific agreements we have with you.

Card Ownership: Cards remain the property of the Credit Union and you agree to surrender your card to the Credit Union upon request.

Checking Services

Credit Union checks will be charged to your checking or eligible money market account, just like any other withdrawal. Generally, using Credit Union checks need not cost you more than the cost of personalized checks. Paid checks are not returned, but are electronically stored and held in safekeeping.

If you use duplicate checks, the check copy along with the statement documenting its payment, should be sufficient to prove payment. If a copy of the front and back is necessary, it can be obtained quickly for a small service charge.

The Credit Union may pay a check when it is presented for payment, even if it's postdated. The Credit Union is not liable for any damages caused by the payment of a postdated check despite any statute or ordinances to the contrary. The Credit Union is not obligated to, but may at its sole discretion, pay a check presented more than six months after it is dated.

You must notify the Credit Union promptly if any of your checks are lost or stolen. The Credit Union is not required to honor any restrictive legend on items you write unless we have agreed to the restriction in writing signed by an officer of the Credit Union. Examples of restrictive legends include, but are not limited to, "Must be presented within 90 days" or "Not valid for more than \$1,000."

Cash Withdrawals: All cash withdrawals are subject to proper identification and funds availability.

Stop Payments: You may ask the Credit Union to stop payment on any check drawn upon your checking account or money market account. You may request a stop payment by telephone, online, by mail, or in person. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the number of the account, date, and number of the check and its exact amount. If you give the Credit Union incorrect or incomplete information, the Credit Union will not be responsible for failing to stop payment on the item. If the stop payment order is not received in time for the Credit Union to act upon the order, the Credit Union will not be liable to you or to any other party for payment of the item. If we recredit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer all of your rights against the payee or other holders of the check to the Credit Union, and to assist the Credit Union in legal action taken against the person.

Duration of Order: You may make an oral stop payment order, which will lapse within fourteen (14) calendar days unless continued in writing within that time. A written stop payment order will be effective for six (6) months. A written stop payment order may be renewed in writing from time to time. Verbal stop payment orders (if permitted by the Credit Union) remain in effect for fourteen (14) days. The Credit Union is not obligated to notify you when a stop payment order expires.

Liability: The Credit Union may charge a fee for each stop payment order requested, as set forth in the Fee Schedule. You may not stop payment on any certified check or draft, cashier's check or teller's check, or any other check, draft, or payment guaranteed by the Credit Union except to the extent applicable law allows you to do so. You should be aware that while payment of the item may be stopped, you may remain liable to any person, including the Credit Union, who is a holder of the item despite the stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney fees, damages, or claims related to the Credit Union's action in refusing payment of an item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

Account Information

We may investigate your credit standing when opening or reviewing your account and we will disclose information regarding your account to credit bureaus and other creditors in accordance with our bylaws and applicable laws and regulations. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. In addition, we will disclose information to third parties about your account or the transfers, payments or withdrawals you make:

- When it is necessary for completing transfers;
- In order to verify the existence and status of your account to a third party such as a merchant;
- In order to comply with a government agency or court orders;
- If you give us your written permission;
- In accordance with our privacy policy.

Account Closure: You must remain a member in good standing. USALLIANCE may close your account(s) at any time, with or without cause, including, without limitation, causing a loss to USALLIANCE, for security reasons, or for any reason as allowed by applicable law. Once your account(s) is closed, we have no obligation to accept deposits or pay outstanding items. You agree to hold us harmless and we will not be liable for any loss or damage resulting from the termination of your account(s). The closing of your account(s) will not release you from any fees or other obligations incurred prior to the date the account(s) is closed.

Denial of Services: Except for maintaining a non-dividend bearing share account and the right to vote in special and annual meetings, USALLIANCE may deny all services to any member or any member of a credit union with which we have merged who has caused a financial loss, has engaged in fraud or forgery, or whose conduct is deemed inappropriate or abusive. Denial of services also means that you cannot conduct business on your behalf or on behalf of another. USALLIANCE may also restrict the method in which business may be conducted, such as prohibiting access to USALLIANCE premises or to services involving USALLIANCE personnel.

Changes: The Credit Union will announce any changes in this Disclosure and Membership Agreement (including fees and charges) by posting a notice in all Credit Union offices, by posting it on the Credit Union's website (www.usalliance.org), or by mailing a notice to your address of record. These changes will be effective immediately upon publication unless a later date is specified.

Overdraft Liability: If on any day, the available funds in your account are not sufficient to cover checks and other items posted to your account, those checks and items will be handled in accordance with our overdraft procedures or an overdraft protection plan you have with us. The Credit Union's determination of an insufficient account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the account required. The Credit Union has no duty to notify you of an insufficient funds item. The Credit Union may charge a fee for an insufficient funds item whether paid or returned as set forth in the Fee Schedule. Except as otherwise agreed to in writing, the Credit Union, by covering one or any overdraft, does not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time. If the Credit Union pays an item that would otherwise overdraw your account, you agree to pay the overdraft amount immediately. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any midnight deadline limits.

Overdraft Protection: We believe that automatic overdraft protection is an important convenience, so the Credit Union offers a number of overdraft options for your account. You must apply for overdraft protection from an eligible deposit account or authorize us to prepare a request for an advance against your loan(s). Loan advances are subject to approval by the Credit Union. When approved, these loan advances will be credited to your account in increments specified by the Credit Union. There is no charge for pre-authorized transfers to cover overdrafts, except the relevant finance charge if an overdraft is covered from a loan.

If you have not authorized overdraft protection from another account or loan, the Credit Union is not obligated to pay any withdrawal which exceeds the available balance in your account. However, we may, at our discretion, pay such a withdrawal and charge the amount, plus a service charge, against any other account you maintain in the Credit Union.

Overdraft Privilege: Overdraft Privilege is a service whereby, USALLIANCE, at its discretion, may honor and pay Checks, Electronic Transfers (ACH) or items by other electronic means such as ATM and Debit Card transactions as designated by the Credit Union drawn against insufficient funds so that these items presented against a membership account are not returned unpaid. Overdraft Privilege may cover your overdrawn items up to \$1,000.00 (excluding fees). Overdraft Privilege allows USALLIANCE to provide a higher level of service to our members by helping to protect your account and reputation when an inadvertent overdraft occurs. A fee will be charged for this value-added service.

In the event that the Credit Union elects to extend Overdraft Privilege, you will be required to bring the account to a positive balance within seventeen (17) calendar days. In order for the balance to be considered positive, it needs to be at \$0.00 or above at the end of the calendar day. If you fail to do so, it will affect future Overdraft Privilege services and could result in account closure and/or collection proceedings.

Eligibility and Terms and Conditions of Overdraft Privilege: A qualifying membership account must be open for thirty (30) days in order to be eligible for this service. Paper or online notices will be sent for each occurrence when items are paid. Overdraft Privilege will only be applied at the Credit Union's discretion and when there are insufficient funds in a checking account after applying all other overdraft sources (including any linked accounts, loan or line of credit) to cover the negative balance. The Credit Union's Overdraft Privilege service is a non-contractual courtesy and is discretionary. It is not an obligation of the Credit Union and the Credit Union may refuse to provide the service on any checking account at any time. There is no contractual right to Overdraft Privilege and payment of an item is not guaranteed under the Overdraft Privilege service. Overdraft Privilege may be provided to certain account holders in "good-standing" as determined by the Credit Union in its sole discretion, with the ability to overdraw their personal checking account up to \$1,000. The amount that an account may be overdrawn shall be in cases subjected to the Credit Union's discretion.

The Credit Union has the right pursuant to its statutory lien and can charge against any balance in any accounts to recover funds paid through this service. The Credit Union is not obligated to pay any item presented for payment if the account does not contain sufficient funds. However, the Credit Union may pay such an item as a non-contractual courtesy if the account is maintained in good standing, which is at the Credit Union's discretion, and may include such things as:

- Making regular deposits sufficient to cover transactions;
- Bringing the account to a positive balance at least once every seventeen (17) days or less;
- Not having any delinquent obligations;
- No legal orders, garnishments, executions, levies or information subpoenas including bankruptcy notices;
- Not causing the Credit Union a loss;
- Not engaging in suspicious or abusive activity; and
- Your mailing address is current with us.

Generally, the Credit Union will not pay an overdraft in excess of \$1,000. These limits do not include fees.

Enrollment: Overdraft Privilege services for checks and ACH transactions does not require member enrollment; however, members must enroll (opt-in) for ATM and everyday Debit Card transactions. Without your enrollment (opt-in), the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Recurring Debit Card transactions do not require enrollment.

Limitations and termination to Service: The Credit Union may limit the number of accounts per account holder or per household. The Credit Union reserves the right to not approve any overdrafts against any account until the account can be verified as being maintained in good standing. The Credit Union reserves the right to change or terminate the Overdraft Privilege service at any time without any advance notice.

Account Fees: For items paid using Overdraft Privilege, the account will be charged a fee per item as set forth in the Credit Union's Fee Schedule. If the Credit Union chooses not to pay checks, electronic transfers or items by electronic means, the account will be subject to a Non-Sufficient Fund Fee (NSF) as published in the Credit Union's Fee Schedule. We will send you a notice each time an overdraft occurs and a cumulative total of your fees will be displayed on your statement. Overdraft Privilege should not be viewed as an encouragement to overdraw your account. As always, we encourage you to manage your finances responsibly.

Opt-Out: By request, an account can be removed from Overdraft Privilege services. To remove the entire Overdraft Privilege service or just coverage for checks and ACH transactions, or coverage for ATM and everyday Debit Card transactions, you must notify the Credit Union in writing, or call 800-431-2754 during regular business hours.

Inactive Accounts: Accounts are considered inactive when there is no member initiated activity after a period of two years. Accounts that remain inactive eventually are subject to state laws regarding abandoned property. Each account deemed to be inactive will be charged an Inactive Account Tracking Fee as set forth in the Credit Union Fee Schedule.

Statements: All transactions are subject to later verification. Statements are issued at least quarterly.

Consent Agreement To Electronic Delivery Of eDocuments

USALLIANCE eDocument service is available at no additional cost. You can view current and past statements, notices and tax documents on a secure website. Statements will include information concerning both Share/Deposit Accounts and Loan Accounts with the Financial Institution, and may include disclosures required under the Truth-In-Lending Act, the Electronic Funds Transfer Act, the Truth-In-Savings Act and/or similar consumer disclosure laws. You agree to the receipt of account information and consumer disclosures in electronic format described herein. You do have the option of receiving your records in a paper format. A service fee may apply. See our published Fee Schedule for the current fee.

You will be notified by email each time a new statement and or notice becomes available for your inspection. It is your responsibility to access the document. You can gain access to your eDocuments by using any type of computer connected to the Internet. The preferred browser is Microsoft Explorer version 4.04 or higher. There are several types of viewers available for your statement including a text version and a PDF format viewable with Adobe Acrobat Reader 4.0 or higher. You will need a printer if you want to create a paper copy of your statements, notices and tax documents. You will need a computer to download and retain copies of your electronic documents. By requesting to receive your eDocuments electronically, you are telling USALLIANCE that you have printing capabilities.

You authorize USALLIANCE to discontinue sending statements, notices and tax documents via postal mail service and send your statements, notices and tax information electronically. You understand that your consent to receive electronic documents applies to your entire relationship with the Credit Union. You understand that the statement, notices and tax information received from USALLIANCE will be encrypted and password protected for your security. You may contact us by telephone at 800-431-2754 or by email at memberservices@usalliance.org if you wish to discontinue the electronic delivery and return to standard statement delivery. A service fee may apply.

You have the right to withdraw your consent to this Agreement and the related disclosures. You must notify us via e-mail at memberservices@usalliance.org or call Member Services at 800-431-2754 during normal business hours. If you do not accept this Agreement and the related disclosures it will negate access to electronic statements and electronic tax information. You have the right to request a paper copy of this disclosure which will be provided free of charge. Simply e-mail us at memberservices@usalliance.org to request a paper copy or call Member Services at 800-431-2754. You must provide us with the information needed to contact you electronically (i.e. your e-mail address) as well as any changes to such information. You may notify us of a change to your contact information by contacting us during normal business hours by telephone at 800-431-2754.

Par Value of Shares: The par value of a share in USALLIANCE is \$1.

Bylaw Provisions: The Credit Union reserves the right, at any time, to require you to give, in writing, not more than 60 days notice of intention to withdraw all or a portion of your funds. Without the written approval of the Credit Union, you may not withdraw savings that are pledged as security on a loan, or if you or any borrowers you have cosigned, endorsed or guaranteed for are delinquent, except to the extent that such savings exceed your total primary and contingent liability to the Credit Union.

Accounts are transferable only on the books of the Credit Union. Not all accounts can be pledged as collateral for a loan. The Credit Union has the right to impress and enforce a statutory lien against your shares and dividends in the event you fail to satisfy a financial obligation owed to the Credit Union. This lien can be enforced without further notice to you. This means that the Credit Union may apply funds on deposit in your account(s) to any existing or future debt to the Credit Union.

Federal Insurance: Member savings are federally insured up to \$250,000 by the National Credit Union Share Insurance Fund, which is administered by the National Credit Union Administration, a U.S. government agency.

Other Terms and Conditions: For training, service improvement, and security, you authorize Credit Union employees to monitor phone calls and to record your telephone conversations to verify your instructions and transaction requests.

The Credit Union specifically reserves the right to limit or terminate your account(s) without notice or consent if it is not maintained in accordance with normal financial practices or for security and compliance reasons.

Your accounts are subject to all of the other terms and conditions contained in this agreement and any other applicable agreements and disclosures, including but not limited to our Privacy Notice and Disclosure and/or your Individual Retirement Account Agreement which is incorporated herein by reference.

You authorize your employer, neighbors, friends and any other person to release to the Credit Union your current home and /or work address and/or phone numbers in the event the Credit Union needs to contact you.

Negative account balances due to fees, overdrafts, returned checks, or any other reason may, at the sole discretion of USALLIANCE be added to any loan held in your name. Stock can be sold for the same reason.

In the event you request checking account services, you authorize the Credit Union to investigate your check writing history and understand that the Credit Union may report its checking account experience with you to others.

Credit Union Lien and Security Interest: To the extent you owe the Credit Union money, the Credit Union has a lien on any or all of the funds in any account in which you have an ownership interest, regardless of the source of the funds, unless prohibited by law. The Credit Union may apply these funds in any order to pay off your indebtedness. If the Credit Union chooses not to enforce its lien, the Credit Union does not waive its right to enforce the lien at a later time. In addition, you grant the Credit Union a consensual security interest in your accounts and agree the Credit Union may use the funds from your accounts in which you have an ownership interest to pay any debt or amount now or hereafter owed the Credit Union, except for obligations secured by your residence, unless prohibited by applicable law.

Patriot Act

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

Consent to Contact

In order for USALLIANCE Financial or any of our affiliates, agents, assigns and service providers, to provide the best products and services to our members and potential members, we may from time to time make calls and/or send text messages to you at any telephone number associated with your account, including wireless telephone numbers. In these instances, standard carrier rates will apply which may result in charges to you. The manner in which these calls or text messages are made to you may include, but is not limited to, the use of prerecorded/artificial voice messages and/or automatic telephone dialing system. In addition, USALLIANCE Financial may send e-mails to you at any e-mail address you provide us or use other electronic means of communication to the extent permitted by law. USALLIANCE can record your consent to contact authorization via online loan and membership applications, over the telephone on a recorded line or in writing. You have the right to revoke this authorization at any time by sending an email to memberservices@usalliance.org, calling Member Services at 800-431-2754 or by visiting a USALLIANCE branch.

Contact Us

How can we help you?

We welcome feedback and inquiries from our members. If you would like to contact the Credit Union, please use one of the communication options below.

via Postal Service

USALLIANCE Financial
ATTN: Member Services
411 Theodore Fremd Avenue, Suite 350
Rye, NY 10580-1410

via Telephone

800-431-2754

via Fax

914-462-3686

via e-Mail

memberservices@usalliance.org



USAlliance Federal Credit Union is doing business as USALLIANCE Financial