



PO Box 510870  
New Berlin, WI 53151-0870

ELECTRONIC SERVICE REQUESTED

MCNAMARA MCCARTHY SCHOOL OF IRISH DANCE  
11757 W NORTH AVE  
WAUWATOSA WI 53226-2131



**Statement Summary**

Deposit Account Name	Account Number	Previous Balance	Deposits	Withdrawals	Ending Balance	Dividends YTD
Community Checking	9002985920	20,177.18	4,350.47	0.00	24,528.54	4.72
<b>Totals:</b>					<b>24,528.54</b>	<b>4.72</b>

**Community Checking 9002985920** **Period 06/01/2024 - 06/30/2024**

Account Owners: MCNAMARA MCCARTHY SCHOOL OF IRISH DANCE(Owner)		Previous Balance:		20,177.18
Date	Description	Deposits	Withdrawals	Balance
06/11	External Deposit PAYPAL TRANSFER - TRANSFER	2,020.86		22,198.04
06/28	External Deposit PAYPAL TRANSFER - TRANSFER	2,329.61		24,527.65
06/30	Dividends	0.89		24,528.54

Annual Percentage Yield earned from 06/01/2024 through 06/30/2024 was 0.050%

**Ending Balance: 24,528.54**

Total Withdrawals	0	0.00
Total Deposits	2	4,350.47
Total Checks Cleared	0	

	This Statement Period	Year to Date
Total Overdraft Fees	0.00	0.00
Total Returned Item Fees	0.00	0.00

**PLEASE RETAIN STATEMENT FOR FUTURE USE. IT IS A PERMANENT RECORD OF YOUR TRANSACTIONS.**

If you have a question, please direct inquiries to (262) 796-4500, or if outside the Milwaukee area, (800) 871-2110, online at [landmarkcu.com](http://landmarkcu.com) or mail P.O. Box 510870, New Berlin, WI 53151.

**IMPORTANT DISCLOSURES****What To Do If You Think You Find A Mistake On Your Statement**

If you think there is an error on your statement, write to us at:

Landmark Credit Union  
P.O. Box 510870  
New Berlin, WI 53151-0870

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in *writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**In Case of Errors or Questions About Your Electronic Funds Transfers**

Telephone us at (262) 796-4500 or write us at P.O. Box 510870 New Berlin, WI 53151-0870 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

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

We will investigate your complaint and will correct any error promptly. Personal accounts only: If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

**Withholding Notice to those receiving periodic IRA payments**

Payments from your Traditional IRA are subject to federal income tax withholding, unless you elect no withholding. You may change your withholding election at any time prior to your receipt of a payment. To change your withholding election, contact us at (262) 796-4500 for the appropriate form. Withholding from IRA payments, when combined with other withholding, MAY relieve you from payment of estimated income taxes. However, your withholding election does not affect the amount of income tax you pay. You may incur penalties under the estimated tax rules if your withholding and estimated tax payments are insufficient.

**Ownership of this account is not transferable.**

## NOTIFICATION OF CHANGES IN TERMS TO YOUR ACCOUNT AGREEMENT RELATED TO ARBITRATION EFFECTIVE AUGUST 1, 2024



Please review this notice for important information that will affect your deposit account(s). You should retain this notice along with your Account Agreement for your records. Once effective on August 1, 2024, this Change in Terms becomes part of your Account Agreement and all other terms and conditions within your Account Agreement continue to apply except as supplemented, revised or replaced by this Change in Terms.

### Waiver to trial by jury

We have moved the Waiver of Right to Trial by Jury section to be a standalone provision in Section 6.7. Please see full text below.

### Agreement to Arbitrate

Section 12 the Agreement to Arbitrate Section has been replaced. Please see full text below.

#### **Section 12: Agreement to Arbitrate and Class Action Waiver (“Arbitration Agreement”)**

NOTICE: THIS AGREEMENT CONTAINS PROVISIONS FOR BINDING (MANDATORY) ARBITRATION AND WAIVER OF JURY TRIAL. This Agreement provides that either party may elect to resolve certain disputes between you and Landmark by BINDING (MANDATORY) ARBITRATION. You give up your right to go to court in disputes between you and Landmark and your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You will be entitled to a fair hearing, but arbitration procedures are simpler and have more limited rules than those applicable in court. An arbitrator’s decision is as enforceable as any court order and is subject to limited review by a court.

YOU HAVE THE RIGHT TO REJECT THIS AGREEMENT AS SET FORTH BELOW.

Except as otherwise defined herein, capitalized terms have the meanings set forth in the Account Agreement and Disclosures. If you do not reject this Arbitration Agreement in the manner set forth herein within the time period provided and you continue to be a member of Landmark or receive a product or service from Landmark, you will have agreed to the Arbitration Agreement.

You and Landmark each agree that they will attempt to informally settle any and all disputes, claims or causes of action arising out of or relating to this Agreement, or your use of Landmark’s products and services, or the relationships that arise from this Agreement or your use of Landmark’s products and services, or any transaction between you and us, whether based in contract, tort or otherwise (each, a “Claim”). Claims include claims or disputes relating to or regarding the advertising, application for, or approval or establishment of your Account. Attempts to informally settle a Claim shall include a written exchange of information regarding the Claim, the basis for the Claim, and the relief sought and an in-person meeting (or a meeting by Zoom or similar electronic means) to discuss, in good faith, the potential resolution of the Claim. If the Claim cannot be resolved informally then you agree that any and all Claims that are threatened, made, filed or initiated shall be resolved by binding arbitration as provided herein.

Either you or Landmark may choose, without the other’s consent, to require that any Claim be resolved by binding arbitration, except for those disputes that are specifically excluded herein. All Claims are subject to arbitration, except as may be specifically excluded herein. Claims subject to arbitration include any and all claims or disputes described herein, whether or not they arose in the past, currently exist or may arise in the future. Claims shall have the broadest meaning possible and includes, without limitation, claims related to the validity, enforceability, coverage or scope of this Arbitration Agreement. Claims include not only claims that you directly make, but those made by anyone connected with you or claiming through you, such as a joint account holder, account beneficiary, representative, agent, heir, assignee, predecessor or successor or trustee in bankruptcy. This Arbitration Agreement includes any Claim involving our employees, successors or assigns, any future or present affiliates of ours, and any Claim against any of those parties may be joined or consolidated with any related Claim against us in a single arbitration proceeding. Claims shall be resolved by binding individual (non-class) arbitration under the American Arbitration Association’s (“AAA”) rules and procedures for consumer disputes (“Rules”) in effect at the time the Claim is made. The Rules can be obtained free of charge at the AAA’s website, [www.adr.org](http://www.adr.org). In the event AAA is unavailable to resolve the Claim, or declines to administer the Claim for any reason and if you and we do not agree on a substitute arbitration forum, then you can select the arbitration forum for the resolution of the Claim.

Claims subject to arbitration pursuant to this Arbitration Agreement may be resolved through arbitration at the election of either party, even if the other party has already commenced litigation in court related to the claim, by either: 1) making a written demand for arbitration on the other party; 2) initiating arbitration against the other party; or 3) filing a motion to compel arbitration in court.

Landmark will not invoke its right to arbitration for any claim filed by you or us in small claims court so long as the claim is pending only in that court on an individual (non-class action, non-representative) claim for relief and the dispute is not appealed. This Arbitration Agreement shall not apply to: 1) claims that are or can be initiated in or transferred to small claims court or a comparable court of limited monetary jurisdiction, provided that they are prosecuted individually; 2) any consumer credit transaction as set forth in the Military Lending Act with respect to any member of the armed forces on active duty or active Guard and Reserve duty, who is on such active duty at the time the consumer credit transaction was entered into or at the time any Claim is asserted by you or us nor does it apply to any such member’s dependents as defined in the Military Lending Act; 3) consumer credit transactions that are secured by a dwelling, including a mortgage or home equity line of credit that is secured by your principal dwelling; and 4) any other claims where arbitration is prohibited by law.

This arbitration provision shall be interpreted and enforced in accordance with the Federal Arbitration Act (9 U.S.C. §1, et seq.). The filing fees and costs of the arbitrator shall be paid by Landmark except as otherwise specified in the Rules, which provide that if you are the claimant seeking relief, you will be responsible for payment of a non-refundable filing fee of \$200. The parties shall each be responsible for and pay their respective costs, including attorneys’ fees, incurred by them in preparing and

presenting their cases during the arbitration proceedings. To the extent applicable, the arbitrator must follow: 1) the substantive law of the state in which you and Landmark entered into the transaction giving rise to this Arbitration Agreement; 2) the applicable statutes of limitations or other defenses relating to the timeliness of the assertion of a dispute or claim that would otherwise be applicable to an action brought in a court of law and the commencement of an arbitration under this Arbitration Agreement shall be deemed the commencement of an action for such purposes; and 3) claims of privilege recognized at law.

A Claim in arbitration may be decided by the arbitrator based on the parties' written submissions. If the arbitrator determines a hearing is necessary, it may be conducted by telephone or video conference, if the parties have such capabilities. Arbitration hearings will be held at a location that is either: 1) within the county and state in which you signed or otherwise authenticated the Account Agreement; 2) within the county and state in which you reside at the time a demand for arbitration is made; or 3) another reasonably convenient place to you as determined by the arbitrator, unless applicable law requires another location. A single arbitrator will be appointed by the AAA and will be an attorney or a retired judge. The arbitrator shall have experience and knowledge in financial transactions. Any issue concerning whether or the extent to which a dispute or claim is subject to arbitration, including but not limited to, issues relating to the validity or enforceability of these arbitration provisions, shall be determined by the arbitrator. Notwithstanding the foregoing, the enforceability of the Class Action Waiver contained herein shall be determined by a court having jurisdiction. The decision of the arbitrator shall be in writing. The arbitrator shall be entitled to award attorneys' fees and costs to the prevailing party in the arbitration if permitted by applicable law. The arbitrator shall follow the law. Judgment upon the award rendered in arbitration shall be final and may be entered in any court, state or federal, having jurisdiction. The Arbitrator shall be entitled to award the same remedies that a court can award, including any kind of relief that could be awarded by a court, including injunctive relief. Except as may be provided by applicable law, the arbitrator's award is not subject to review by the court and cannot be appealed; provided however, the parties can appeal if the arbitrator did not follow the law.

Nothing herein shall be deemed to limit or constrain any party's right to resort to self-help remedies, such as the right to set-off or restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien held in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that either party may choose to arbitrate any of these disputes.

This Arbitration Agreement shall survive the termination of or changes to your accounts or any related services, the bankruptcy of any party, the transfer or assignment of your accounts or any related services and the payoff or charge off of any loan account. If any portion of this Arbitration Agreement is determined to be invalid or unenforceable, the remainder of this Arbitration Agreement shall remain in force. If the class action limitation contained herein is determined to be invalid, then this Arbitration Agreement shall be invalid in its entirety.

This Arbitration Agreement does not preclude you from informing any federal, state or local agency or entity of your dispute. Such agency or entity may be able to seek relief on your behalf.

**YOU HAVE THE RIGHT TO REJECT THIS ARBITRATION AGREEMENT.** If you do not consent to arbitration, you can opt-out by sending a written request to Landmark within thirty (30) days of your receipt of this Arbitration Agreement. The opt-out shall contain the following information: your name, as listed on your account, your address, your date of birth, and a statement that you wish to reject or opt-out of this Arbitration Agreement. The opt-out must also be signed by you and mailed to Landmark at Landmark Credit Union, Attn: Arbitration Opt-out, P.O. Box 510870, New Berlin, WI 53151-0870. If any person on an account or agreement opts out of this Arbitration Agreement, all persons on the account or agreement shall also be deemed to have opted out. Opting out of this Arbitration Agreement will only apply to this Arbitration Agreement and will not terminate the Account Agreement or affect any other rights and obligations you or Landmark have under the terms of the Account Agreement.

**CLASS ACTION WAIVER.** YOU ACKNOWLEDGE THAT THE PARTIES AGREE THAT NO CLASS ACTION, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE AN INDIVIDUAL ACTS IN A REPRESENTATIVE CAPACITY, MAY BE PURSUED IN ANY ARBITRATION OR COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED. Unless agreed by the parties, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration, unless the persons are joint account holders or beneficiaries on your account and/or related accounts or parties to a single transaction or related transaction.

#### **Section 6.7: WAIVER OF RIGHT TO TRIAL BY JURY**

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND LANDMARK HEREBY MUTUALLY WAIVE THE RIGHT TO TRIAL BY JURY OF ALL DISPUTES, CONTROVERSIES AND CLAIMS BY, BETWEEN OR AGAINST EITHER YOU OR LANDMARK WHETHER THE DISPUTE, CONTROVERSY OR CLAIM IS SUBMITTED TO ARBITRATION OR IS DECIDED BY A COURT.



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 Equal Housing Opportunity **Insured by NCUA**

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07/01/24 - 07/31/24