



MOUNTAIN AMERICA
FEDERAL CREDIT UNION

MEMBERSHIP AGREEMENT

Notice to Members:

The laws and regulations governing the financial services we provide are complex.

To ensure your understanding of our relationship with you, we provide this detailed agreement which explains both your responsibilities and ours.

Please read this document carefully, and feel free to ask any questions regarding these terms and conditions.

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MEMBERSHIP AGREEMENT

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INTRODUCTION

This document and any other documents we give you pertaining to your account(s) explain the rules, which govern your account(s) and account services with us. Please read all documents carefully and keep them in a safe and convenient place.

Your relationship with the Credit Union is also governed by state and federal laws, which may change from time to time. The body of law is too large and complex to be reproduced here. The purpose of this document is to: (1) summarize the rules applicable to common Transactions; (2) establish rules to govern Transactions not regulated by state or federal law; (3) establish variations to certain events or Transactions permitted by applicable law; and (4) provide you with certain disclosures and information regarding our policies as required by law. By signing a Membership Application or your use or continued use of any account or account services after receiving this document, notice of its availability or notification of any change in terms, you, jointly and severally, agree that you understand and agree to the terms and conditions stated in this document, as amended from time to time. If you have any questions regarding any term or condition in this document, please ask us before signing the Membership Application or using any of our services.

MEMBERSHIP, ACCOUNT AND ACCOUNT SERVICES AGREEMENT — GENERAL TERMS AND CONDITIONS

Terms, Conditions and Limitations of Your Relationship with the Credit Union. The purpose of this Section is to state the terms and conditions that apply to all of your accounts, account services or other relationships with us, including without limitation loan, safe deposit and other services. You understand that the agreements, terms, conditions, rules and regulations applicable to your loans, and any other applicable account(s) or service(s) remain in full force and effect and continue to be applicable, except as specifically modified by this Agreement. Further, to the extent that the terms of a specific Subsection of this Agreement vary from the terms set forth in this Section, the specific terms and conditions of the Subsection will govern our relationship with you.

General Definitions. In this document the words “you,” “your(s),” or “my” mean everyone that signs any Membership Application or is authorized to make Transactions regarding your account(s) as provided herein or by governing law, including any account service(s). “We,” “us,” or “our” means the Credit Union. “Membership Application” means any signature card, account change form or other form required to open or change an account or obtain an account service with us. Share drafts include Checks and other Instruments drawn on your account(s) or submitted for deposit or collection.

“Access Device” means any card, electronic Access Device and/or any codes, passwords or personal identification numbers (PIN) that we issue to allow you to access and/or use any account or other services.

“Authorized User” means any person who has actual, implied or apparent authority, or any Owner who has at any time given any information, Access Device or documentation that enables such a person to access, withdraw, make Transactions to or from your accounts, or to use any of your account services. If you authorize anyone to use your Access Devices, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate any or all of your account services immediately.

This definition is intended to be construed broadly and includes without limitation all Authorized Users acting under a written document such as a power of attorney as well as any person or entity that is authorized to make deposits or debits to or from your accounts with us.

“Check” means an acceptable written “Instrument” on your account(s), and includes the term “share draft.”

“Instrument” means a written order as defined by Articles 3 and 4 of the Utah Uniform Commercial Code.

“Member” means the person(s) or entities that have established their “membership” with us as set forth in this Agreement and applicable law. Each person or entity must deposit and maintain the par value of the required Shares to be a Member.

“Owner” means the person(s) or entities that have a present ownership interest in the sums on deposit in single or in multiple party (joint) accounts with the Credit Union, subject to the Credit Union’s lien rights or any security interest. A person or entity is not an “Owner” unless specifically designated as such in a completed and signed Membership Application.

“Shares” for the purpose of your pledge to secure your obligations to the Credit Union, our common law right of set off, and otherwise, “Share(s)” mean all deposits in any savings, checking, club, money market, term deposit, P.O.D., revocable trust or custodial account(s), whether jointly or individually held — regardless of contributions, that you have on deposit now or in the future, all of which are deemed “general deposits,” for the purpose of your pledge. Your pledge does not include any I.R.A., Keogh, tax escrow, irrevocable trust or fiduciary account in which you do not have a vested ownership interest.

“Transaction” means any deposit, order, transfer, payment, purchase via POS Transaction or otherwise, withdrawal or other instruction relating to any account or account service provided by the Credit Union.

Your Agreement With the Credit Union. All accounts and account services are governed by the terms and conditions in this document; your Membership Application(s), account receipts, statements and term deposits; any other application or agreement we require; together with the Credit Union’s Bylaws, policies and procedures, which are herein collectively referred to as “Agreement”. This Membership and Account Agreement governs all your accounts and services, including but not limited to loan services, whether opened now or in the future, except as otherwise specifically provided in this document or other agreement(s) with us. This Agreement may be amended or revised by us at any time, and any change in the Agreement shall be effective at the earliest time allowed by law. This Agreement is binding upon all parties hereto and their heirs, successor, assigns and any other person claiming any right or interest under or through said parties.

Inappropriate Transactions. You warrant and agree that you will not use any Credit Union account(s) or Services, including but not limited to loans, to make or facilitate any illegal Transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute a breach of this Agreement. The Credit Union may decline to accept, process or pay any Transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us) under applicable law, including but not limited to any Transaction involving or relating to any gambling activity. You agree that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or an Authorized User(s); or for declining to accept, process, or pay any such Transaction. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

Taxpayer Identification Numbers and Certification. Pursuant to the Membership Application used to establish your membership with us, you provided a certification regarding the accuracy of your taxpayer identification number (usually your Social Security Number) and whether your account is subject to backup withholding under the Internal Revenue

Code. You acknowledge and agree that this certification applies to any and all accounts you have with us now or in the future, unless you provide written notification to us that specifically provides otherwise.

Transaction Limitations and the Credit Union's Business Days. Except as may be otherwise specifically provided herein or our other specific written agreements with you, all Transactions after our "daily cut-off time" and made on days that are not our business days as set forth in the Schedule will be treated, transmitted, recorded, etc., as applicable and appropriate as if received on the next business day that we are open. Deposits, orders, instructions, requests, etc., received by mail, electronically, at an unstaffed facility, or outside depository will be processed and credited only when actually received by us, and we shall have no responsibility until we actually receive the item.

Membership Benefits and Obligations. Upon approval of your application and the deposit of any required Shares, you become a "member-owner" of this Credit Union. As a "member-owner" you are eligible to apply for all Credit Union deposit, loan and other financial services. You have an obligation to the Credit Union and all other member-owners to follow the rules established from time to time for the use of these services, and not to cause the Credit Union any loss. This includes, but is not limited to your obligation to repay all debts, loans, credit advances as well as other contractual, equitable and statutory obligations that may be payable by you to us.

CROSS-COLLATERALIZATION: To reduce the possibility of loss, Members grant to the Credit Union a lien on all Shares and agree that all collateral pledged to secure any loan obligation owed to us will also secure payment of your other obligations. This pledge will secure all obligations owed at the time of the pledge or which arise thereafter. This "cross-collateralization" of your obligations applies to all debts regarding your accounts, loans or otherwise, including but not limited to each closed-end loan obligation, each advance under any open-end loan plan, all obligations under any credit card agreement with us, and overdrafts. Unless a contrary intent is evidenced in writing, obligations secured by a primary residence are not included in the "cross-collateralization" of your obligations to us.

Membership Eligibility and Future Services. To open or maintain any account(s) or service(s) with us, you must qualify for membership and deposit and maintain the par value of the required Shares as provided by the Credit Union's Bylaws and other applicable laws. To verify your eligibility for any account(s), service(s), or loan products, now and in the future, you agree that we are authorized to verify financial information data and employment history by any necessary means, including obtaining a consumer report by any consumer-reporting agency. You agree that this authority applies to any account, account-related service, loans or other financial products you request or which we may offer or make available to you. We may also report information concerning your account(s) and credit to others as allowed by law.

Deposits to Your Account(s) and Instruments Cashed. Funds may be deposited to any account, in any manner that is acceptable to us. Deposits may be made by mail, in person at any of our offices having facilities to accept deposits, or by direct deposit or other electronic funds transfer allowed by us.

Endorsements. You authorize us, at our discretion, to accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of any one or more Owners on

the account, whether or not endorsed by all payees. All Owners are deemed to receive the benefit of all deposits and the proceeds of such deposits; and we may give cash back to any payee. You authorize us to supply missing endorsements of any Owners. If an insurance, government, or other check or draft requires an endorsement as set forth on the back of the check or draft, we may require endorsement as set forth on the item. Endorsements must be placed in the space on the back of the share draft or check between the top edge and 1½ inches from the top edge. We may accept drafts or checks with endorsements outside this space. However, if any such endorsement or any other markings you or any prior endorser has made on the draft or check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by us due to the delay or error.

Bulk Deposits. We may require multiple deposited checks (more than 10 items) to be prepared in bulk (batch) before accepting the deposit. This is done by providing two adding machine tapes that itemize and total your individual checks within the deposit. We may, but are not obligated to, initially accept the batch for its face value without actually verifying the value of each item in the batch. Verification of the items will occur in the check proof process. We reserve the right to adjust your balance to correct any differences between the initial posted deposit amount and the subsequent item verified deposit amount. The Credit Union may charge a fee for deposit corrections as set forth in the Schedule.

Collection of Deposits. In handling deposits to your account, we act only as your agent for collection and assume no responsibility beyond the exercise of ordinary care. By signing the Membership Application or using any accounts or services, you specifically waive your rights to notice of non-payment, dishonor or protest regarding all items presented for collection. We have the right to refuse any order, transfer or deposit, limit the amount that may be offered for deposit and to return all or any part of a deposit. Special instructions for handling an item are effective only if made in writing and given to us separately along with the item in question. We will not be liable for any default or negligence of correspondents or for loss in transit, and each correspondent will only be liable for its own negligence. Items and their proceeds may be handled in accordance with applicable Federal Reserve and Clearing House rules. Without prior notice to you, we may charge back any item at any time before final payment, whether returned or not, and may also charge back any item drawn on us if, within the normal handling period for such item, the item cannot be honored against the drawer's account. We are authorized to pursue collection of previously dishonored items (including re-presentation), and in so doing we may permit the payor bank to hold an item beyond the midnight deadline. Items that we present or re-present may be truncated or converted to an electronic or other format.

Direct Deposits. We may offer a direct deposit option allowing you to preauthorize deposits (i.e., payroll checks, Social Security or retirement checks, or other government checks) or preauthorize transfers from other accounts with us. You must authorize any direct deposits to your accounts by a separate authorization form. If applicable, you must notify us at least thirty (30) days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or direct transfer option. You agree that you have an obligation to notify us immediately regarding the death of any person that receives any federal or state retirement, welfare, benefits or other payments via electronic or other deposit. If we are required to reimburse the federal or any state government, agency or authority for any payment deposited into your account for any reason, you agree that we may deduct the amount returned from any of your accounts, unless prohibited by law; and that you will be obligated to repay to us on demand any such sums.

Direct Deposit or Transfer Authorization/Bankruptcy. If you file bankruptcy and fail to cancel any instructions in your direct deposit or transfer authorization, then you hereby instruct us to continue to make and apply deposits, make loan payments in order to avoid delinquency and other transfers in accordance with your authorization, until written notification is received by us to discontinue any payments or transfers.

Deposit At ATM and Night Deposit Facilities. All deposits and payments made at a designated ATM, or at one of our night deposit facilities are subject to the provisions and check collection procedures as disclosed to you in our "Funds Availability Policy."

Deposit Transactions of cash and other items to your account(s) can only be accepted at specifically designated ATMs. Not all of our ATMs can process deposit Transactions. If you make a deposit or payment at an ATM, you agree that the correct amount in the event of discrepancy between a written receipt or deposit slip will be the amount that the Credit Union finds in the envelope used to make the Transaction. You further agree that the credit to account(s) for non-cash items will be conditional until we can collect the item. If we cannot collect the amount of a non-cash item, the amount will be deducted from your account.

Final Payment. All items, deposits, ACH (Automated Clearing House) transfers, or other transfers credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to charge your account for the amount of such items or ACH transfers or both and impose a return item charge on your account. The effective date of the return item might be the date your account was credited with the amount(s) of the provisional item(s). If we incur any fee collecting any item, we may charge such fee to any of your accounts with us. We reserve the right to refuse or to return all or any item or funds transfer. We also have the right to charge back against any of your accounts with us all deposits, transfers, or collection items, including checks presented for payment of cash, that are returned to us due to non-payment, as a reclamation by the United States Treasury, or if we are required to repay any amounts previously collected for any reason whatsoever. These rights apply regardless of whether the amount of the item has been available for your use, or the amount of time that has passed since the date of the deposit.

If for any reason you do not have sufficient funds in your accounts to satisfy our charge back, then all joint Owners agree to pay us the amount charged back on demand, together with all fees and costs as set forth herein.

We may debit your account into overdraft on a charge-back situation, and not be liable for damages to you as a result of the charge-back. Nothing in this Agreement shall be construed to require us to debit the account into overdraft or to create an arrangement for the extension of credit by means of overdrafts.

Transactions From Your Account(s). Generally, you may withdraw and/or transfer funds from your account(s) at any time subject to the limitations set forth in this section and the Funds Availability Disclosure in effect at the time of the deposit. Except as otherwise specifically provided in this document or other written agreement(s) with us, all withdrawals shall be made in person or by written order, duly executed or by power of attorney upon a form acceptable to us and duly authenticated. Payments upon your order may be made in coin, bills, or checks at our option. You also agree that your account(s) are not assignable or transferable except to us, unless specifically authorized by the Credit Union in writing.

Restrictions on Withdrawals from All Accounts. In accordance with applicable law, we reserve the right to require you to provide written notice of any intended withdrawals from any account(s) of not less than seven (7) but not more than sixty (60) days before the intended date of withdrawal. We will pay your withdrawal orders in any order we choose.

We may refuse to allow a withdrawal, and will advise when required by applicable law if; for example: (1) there is a dispute between account Owners; (2) a legal garnishment, attachment or levy is served on us; (3) the account(s) secures any obligation owed to us; (4) any required documentation has not been provided to us; or (5) you are delinquent or fail to pay a loan or any other obligation owed to us when due.

Transaction Limitations for All Share Savings and Money Market Savings Accounts. During any calendar month, you may not make more than six withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized, automatic, telephonic, home banking, or audio response transfer or instruction. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders, including orders received through ACH. If you exceed the transfer limitations set forth above in any statement period, we may reverse or refuse to make the transfer.

If payment is made directly to the depositor, you may make an unlimited number of withdrawals from these accounts in person, by mail, at an ATM, or by telephone if the withdrawal is mailed to you in a check. There is also no limit on the number of transfers you may make to any loan account(s) with us.

Term Deposit. Any term deposit account offered by the Credit Union is subject to the terms of this Agreement and any account receipt or documentation, which are incorporated herein by reference. IRA term deposit accounts are also subject to the limitations imposed by federal law and regulations and to any limitations set forth in your Credit Union IRA Agreement, the terms of which are also incorporated herein by reference.

Individual Retirement Accounts (IRAs) and Health Savings Accounts (HSAs).

Individual Retirement Accounts (IRAs). IRA deposit accounts offered by the Credit Union are subject to the limitations imposed by federal laws and regulations and to any limitations set forth in your IRA Credit Union Agreement/Disclosure, the terms of which are also incorporated herein by reference.

IRAs cannot be pledged as security for loans. You are solely responsible for complying with any requirements including Transaction limitations and penalties for early withdrawal under the Internal Revenue Code or other applicable Federal or State law governing any IRA or other Credit Union accounts. Deposits are not limited. Transfers to a Credit Union IRA account are allowed subject to applicable law; and the minimum balance requirements and other restrictions applicable to the account.

Health Savings Accounts (HSAs). Eligibility requirements, contributions to and payments from your HSA are subject to the rules determined by the Treasury Department and IRS. Your use of the Health Savings Account is also governed by a separate HSA Agreement/Application.

You can access your HSA by using your HSA Check Card and by teller check drawn from your Health Savings Account. Use of the HSA Check Card is governed by the same Check Card processing rules and fees set forth in this Agreement or the Schedule.

HSA funds cannot be pledged as security for loans. Funds in this Account are not available for overdraft protection to other accounts. If you use your HSA Check Card for more than the funds available in your Health Savings Account, we may at our discretion overdraw your available balance in order to complete the transaction. In addition, any funds transferred to your HSA to cover the payment of the transactions(s) will be considered to be a Contribution to your HSA.

HSA funds cannot be accessed through the ATM using your HSA Check Card.

Checking Accounts. The Credit Union may refuse any check or other item drawn against your account or used to withdraw funds from your account

if it is not on a form approved by us. We also reserve the right to refuse any check or other item drawn against your account or used to withdraw funds from your account if made in a manner not specifically authorized for your account, if made more frequently or in a greater number than specifically permitted for your account, or if made in an amount less than the minimum withdrawal or transfer specifically permitted for your account. If we accept a check or other item not on a form approved by us, you will be responsible for any loss by us in handling the item.

Because of the nature of the Credit Union check program, neither the Credit Union nor any other processing entities shall be responsible for the authenticity of the checks with regard to the signature or alterations; and checks, when presented, shall be paid without verification. We may disregard all information on or any writing or memorandum attached to any check or item except for your signature, the amount and the information that is magnetically encoded. You agree that we do not fail to use ordinary care because our procedures do not provide for sight examination.

Business Sweep. The business sweep is a repository for excess business checking funds. If you have a business sweep account you agree to maintain a business checking account on the same account number at all times. If you close your business checking account, your business sweep will be closed. You may have unlimited transfers, subject to available balance, between your business checking and business sweep accounts. Transfers will occur automatically on your behalf to maintain preset balances or to clear items presented against your business checking account. Your business sweep account may be linked to more than one checking account of your business, at no additional charge, provided that all linked accounts are titled the same. The business sweep account is subject to the following transaction limitations...a) all transactions must occur as transfers between the sweep account and business checking account. b) ATM transactions are not permitted. c) cash, checks, cashiers checks, ACH, or other items may not be directly drawn against the business sweep account. d) cash or other items may not be deposited directly to the sweep account.

Account Rates and Fees. Our payment of dividends on your account(s) is subject to the account rates, fees, compounding and crediting policies and balance requirements set forth in this Agreement or the Schedule. Fees applicable to all accounts and account services are set forth in this Agreement or the Schedule. We may transfer from any of your account(s) any charges or costs in connection with the operation and maintenance of account(s) as stated in this Agreement or the Schedule. You agree that we may change this Agreement or the Schedule at any time upon proper notice as required by law.

Authorized Signature. We are authorized to recognize any signature on a Membership Application or document, but will not be liable for refusing any order or item if we believe in good faith that the signature on any order or item is not genuine. We are authorized to honor any Transactions initiated by a third person if you provide your Access Device or other information to a third person. Also, if you authorize the use of a facsimile signature, we shall not be liable for honoring any Instrument that appears to bear your facsimile signature, even if made by an unauthorized person.

Account Access. You may make deposits, withdrawals, transfers and other authorized Transactions from your account(s) in any manner specifically permitted by us, subject to the limitations and restrictions set forth in this Agreement or as otherwise provided for by applicable law.

Authorized User(s). You should exercise caution in providing authority, information, documentation or Access Devices to others. All withdrawals, transfers and Transactions made by any person to whom you have at any time provided authority or the means to access your accounts or other services shall be deemed authorized by you, and the Credit Union will not

have any responsibility or liability whatsoever for such withdrawals, transfers or other Transactions. You and the person authorized (as defined herein) shall be jointly and severally responsible to the Credit Union for all such access or use of your accounts and services with us.

Access to Account Information. You agree that all Owners, borrowers and Authorized Users, may have access to all of the information you provide to us, or which we gather and maintain regarding our relationships with you. This includes, but is not limited to information regarding Transactions, account history, your loan relationships with us, and other information relating to or arising with regard to any of your accounts, loans or other services with us. You acknowledge and agree that any Owner of a joint account or service, or any co-borrower may provide authority to others, who will have access to all such information as to all Owners and/or co-borrowers. Further, you understand that we utilize a consolidated statement for your accounts, account services, loans and all other services with us. You understand and agree that we are authorized to send jointly and/or provide to any individual Owner or borrower a statement that includes all of the information on the consolidated statement even though all parties receiving the statement may not be Owners or borrowers as to all of the accounts or services addressed in the statement.

Sharing Information with Co-Borrowers, Co-Signers, Owners of Collateral Pledged and Other Lien Holders. You hereby consent and agree that we may share any information regarding your obligations with us or collateral pledged to secure any obligations you owe to the Credit Union with the persons listed in this subsection.

Power of Attorney. The Credit Union may allow a third person acting as your attorney-in-fact to make Transactions regarding your account(s), pursuant to a Power of Attorney, but has no obligation to do so. You agree that we have no obligation to verify the scope, authenticity, and validity of any Power of Attorney presented to us. If we accept the Power of Attorney, the Credit Union has no duty to inquire as to the use or purpose of any Transaction(s) by your attorney-in-fact, and may restrict or refuse account access, withdrawals and transfers. Further, you agree to reimburse the Credit Union for all costs and expenses, including attorneys' fees, we incur and agree to indemnify us for any loss or other expense we incur from our acceptance of your Power of Attorney.

Payment Order of Items. The law permits us to pay items (such as checks or drafts) drawn on your account in any order. To assist you in handling your account with us, we are providing you with the following information regarding how we process the items you write. When processing items drawn on your account, our policy is to pay them according to the dollar amount. We pay the largest items first, except in the case of cash items, which are always paid first regardless of the dollar amount. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. Our payment policy will cause your largest, and perhaps more important, items to be paid first (such as your rent or mortgage payment), but may increase the overdraft of NSF fees you have to pay if funds are not available to pay all of the items.

Overdrafts. If at any time, the available funds in your account are not sufficient to cover checks, ACH, debit cards and other electronic transactions presented for payment on your account, those checks and other items will be handled in accordance with our overdraft procedures. Your account will then be subject to a charge for the item whether paid or returned as set for in our fee schedule. This fee is imposed for any overdraft created by checks, ACH, debit cards, or by other electronic means. Additionally, more than one overdraft fee may be charged against the account per day, depending on the number of checks presented on, and other withdrawals made from the account. Except as otherwise

agreed in writing, we, by covering one or any overdraft, do not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time. If we pay a check or draft 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.

If we have approved an overdraft protection plan for your account, we will honor drafts drawn on insufficient funds by transferring funds from a share account or another deposit account or a loan account, as you have directed. No more than 6 transfers may be permitted in any calendar month from deposit shares. Once the transfer total for the month has reached 6, any insufficient funds items will be handled in accordance with our regular overdraft procedures. The fee for these overdraft transfers and excessive transfers, if any, is set forth in our fee schedules.

Overdraft Privilege. Mountain America Credit Union charges a non-sufficient funds fee, as set forth in our fee schedule, for each item presented against insufficient funds, whether that item is paid or returned. This fee will be imposed for overdrafts or insufficiencies created by checks, ACH, Point-of-Sale, in-person withdrawals, or by other electronic means. If funds are not sufficient to cover ONUS checks presented at the teller line, a fee will be charged at the time it is presented for payment.

If a consumer account (primarily used for personal and household purposes) has been open for at least thirty (30) days, or if a business account has been open for at least sixty (60) days, and thereafter the account is maintained in good standing, which includes at least: (1) Bringing the account balance to a positive balance within every thirty (30) day period for a minimum period of 24 hours; (2) Not being in default on any loan or other obligation to Mountain America Credit Union and (3) Not being subject to any legal or administrative order or levy. Mountain America Credit Union will have the discretion to pay overdrafts within the overdraft privilege limits, but payment by Mountain America Credit Union is a discretionary courtesy and not a right of the account holder or an obligation of Mountain America Credit Union.

If you prefer that we not pay such items, you must contact us at the address or phone number listed in the Schedule and inform us that you do not want us to pay any items presented without sufficient funds.

The amounts of the overdraft and NSF fees are disclosed in the Schedule. We encourage you to make careful records and practice good account management, which may help you to avoid these fees.

Postdated and Stale Dated Drafts. We may pay any draft without regard to its date unless you notify us in writing of a postdating. The notice must be given to us in time so that we can notify our employees and reasonably act upon the notice and must accurately describe the draft, including the exact number, date and amount. You understand that the exact information is necessary for the Credit Union's computer to identify the draft. We are not responsible if you give us an incorrect or incomplete description, or untimely notice. You may make an oral notice which lapses in fourteen (14) calendar days unless confirmed in writing. You agree not to deposit checks, drafts or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account, which is presented more than six (6) months past its date; however, we have no obligation or liability to you or any other party to the Instrument or in the chain of the collection process if we do so.

Stop Payment Orders. If you don't want us to pay a specific written Instrument such as a personal check, you can ask us to place a "Stop Payment Order" ("SPO") on the Instrument. You can notify us by mail, telephone, electronically, or in person. Your SPO will take effect when we record it on your account, unless check is in transit.

A SPO will not be valid and binding on us unless your SPO includes your account number, check number, and as required, other identifying information. If this is a multiple party account, we will accept a SPO from any Owner regardless of who signed the Instrument or otherwise authorized the Transaction. SPO may be released by any account Owner.

We will charge you a service charge for any SPO as set forth in the Schedule, which sum may be transferred by us from any Owner's account(s) or paid directly to the Credit Union.

If you give an oral SPO that is not confirmed in writing by you or us within fourteen (14) days, your SPO will expire and the Instrument may thereafter be paid by us. If you provide written confirmation, your SPO will be effective for a period of six (6) months. Further, you agree that the Credit Union, in its sole discretion, may confirm any SPO in writing by sending a notice to the address shown in our records, but has no obligation to do so. Such written confirmation by us will also be effective for a period of six (6) months. To extend the SPO for an additional six (6) months, you must deliver to us an additional written request that provides all of the information required for an initial SPO as described above in this paragraph.

The Credit Union will not be responsible for any loss as a result of honoring a check: (1) more than fourteen (14) days after receipt of your oral order to stop payment; (2) more than six (6) months after your written order to stop payment, our written confirmation, or more than six (6) months after a written extension as provided herein; (3) through inadvertence, oversight or accident, we honor any postdated check; or (4) if you fail to provide us with complete or accurate information. We have no obligation to accept any order to stop payment on any certified check, cashier's check, teller's check or other Instrument guaranteed by us. You will be responsible to the Credit Union if any claim or demand is made against us as a result of our acting in accordance with your stop payment order. This means that you are required to reimburse us for any loss or damages and reasonable costs, expenses or attorneys' fees that we incur in defending the Credit Union against any claims or demands made against us as a result of following your stop payment order. If available, any stop payment order we receive by electronic mail or by similar means shall be treated as an oral order.

Legal Process and Other Adverse Claims. Should we receive any legal process, including any summons, order, injunction, execution, distraint, levy, or lien, (hereafter called "Process"), or other adverse claim which in the Credit Union's opinion affects your account(s), we may, at our option and without liability, refuse to honor orders to pay or withdraw sums from the account(s) and either hold the balance in the subject account(s) until the Process or adverse claim is disposed of to the Credit Union's satisfaction, or pay the balance over to the source of the Process. We may also refuse to allow a withdrawal if there is a dispute between Owners about the account or if the account secures any obligations owed to the Credit Union. Any Process or adverse claim is subordinate to our lien and security interest in all funds in your account(s).

Statements. You will receive a periodic statement from us, or notice of the availability of your statement describing all activity on your account(s) during the statement period as required by law. The periodic statement will list all account and/or loan information as described in this Agreement. If you have a multiple party account we are only required to provide one periodic statement to any of the account Owners identified on the Membership Application. If provided electronically, statements will be (1) e-mailed to you as an attachment; or (2) you will be sent a notice via e-mail that will direct you to a site we maintain or cause to be maintained where you may access, review, print and otherwise copy / download your periodic statements using procedures that we authorize. E-mails from us will be sent to the e-mail address provided by any Owner.

For checking accounts: You understand and agree that, when processed by us or our agent(s), the original check or other Instrument becomes our property and will not be returned to you. We have no obligation to retain the originals of any checks or other documentation. Copies may be retained by us, our agent, or another payable through institution, which may be available to you for a fee as set forth in the Schedule.

Your Duty of Examination: You understand and agree that periodic statements are made available to you on the date mailed by us or our agent or otherwise made available to you. You acknowledge and agree that checks and other Instruments are also made available to you for review on the date the periodic statement is mailed or otherwise made available to you, even though they do not accompany the statement. You further agree that it is your duty and obligation to carefully and promptly review each periodic statement to verify that each Transaction is authorized and accurate. We will have no responsibility or liability whatsoever for any forged, altered, unauthorized, unsigned, improperly endorsed, improperly encoded or inaccurate Transaction or item if: (1) you do not notify us in writing within sixty (60) days of the mailing date or otherwise made available of the earliest periodic statement containing information about or indicating any forgery, alteration, unauthorized signature or Transaction, missing signature, improper or missing endorsement, encoding error or other inaccuracy; or (2) any checks or Instruments are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature.

Your Duty to Notify Us: You agree that the information in each statement will be considered correct for all purposes and we will have no liability whatsoever unless you notify us in writing within the time described in this section. If you do not receive a periodic statement, you agree to notify us in writing within fourteen (14) days of the date that the statement is usually sent by us. If you do not so notify us, you will be deemed to have received the statement for all purposes.

Fiduciary Accounts: Statements will be provided to the fiduciary upon any trust, custodial or other fiduciary or representative account; and the requirements of this paragraph will be binding on all parties in interest with regard to such accounts pursuant to such delivery.

Change of Name or Address. You will promptly notify us in writing of any change of address or your name, including your e-mail or other electronic address. In the absence of such written notice, mail sent to you at any: address, forwarding address provided to us by the U.S. Postal Office, or e-mail address shown by our records or any communication received from you will be deemed properly addressed; and unless otherwise provided by applicable law, constitute effective delivery of any notice we may be required to provide, regardless of receipt by you. If the address you provide to us is not correct, or has changed without written notice to us, and we attempt to determine your new name or address; then the Credit Union may charge a fee as set forth in the Schedule.

Inactive/Dormant Accounts. If your account falls below any applicable minimum balance or you have not made any Transactions within a one-year period of time, we may classify your account(s) as inactive or dormant. Although having no obligation to do so, we reserve the right to not classify a particular account as dormant if any Owner thereof has other active accounts or services with us. Unless prohibited by applicable law, we reserve the right to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with applicable state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

Termination of Account(s) and Service(s). We, in our sole discretion, may terminate any of your account(s) or service(s), including but not limited to loan services, or place a freeze on any sums on deposit with us at any time without notice or require you to close your account and apply for a new account if: (1) there is a request to change the Owners or Authorized Users; (2) there is a fraud/forgery or unauthorized use committed or reported; (3) there is a dispute as to ownership of any account or sum on deposit; (4) there are any checks that are lost or stolen; (5) there are returned unpaid items; (6) there is any misrepresentation regarding any account(s) or service(s); (7) the Credit Union incurs any loss relating to any loan(s), account(s) or service(s) you have with us; (8) if we believe you have been negligent in protecting any Access Devices or codes; (9) we deem it necessary to protect the Credit Union from any loss, or deem it to be in the best interests of the Credit Union, our Members or our employees; (10) you breach any promise under this Agreement; (11) if bankruptcy or any other insolvency proceeding is filed by or against you, or if we otherwise deem you to be insolvent or incapable of meeting your obligations to us; or (12) you refuse or fail to cooperate as provided in this Agreement. We, on our own accord, may place a stop payment on any check, item or Transaction if we are notified or otherwise reasonably believe that any of the foregoing circumstances have occurred. If you do not accept any deposit or part of a deposit that we attempt to return after termination, then such deposit will no longer earn dividends. You may terminate a single party account at any time by notifying us in writing. We have the right to require the written consent of all parties to a multiple party account for termination. We are not responsible for any draft, withdrawal, item or Transaction after your account is terminated. However, if we pay any item after termination, you agree to reimburse us upon demand.

Residence Outside the U.S., Its Possessions or Territories. We may require that all checking accounts and related services be closed or deactivated if you move your residence to a country or place outside the U.S., its possessions or territories. You will have a period of thirty (30) days from the date you move to close or deactivate your checking account(s). Thereafter, the Credit Union may close your checking account(s) and related services as set forth herein.

Duty to Cooperate. You have a duty to cooperate with us, and any law enforcement or government agent or agency with regard to any claim of fraud, forgery, unauthorized access or any other adverse claim(s).

Par Value Requirement. If your membership account balance falls below the required par value for membership, then your membership may be terminated by us pursuant to the Credit Union's Bylaws. Upon termination, the Credit Union may charge a fee as set forth in the Schedule.

Membership Termination. You may terminate your membership by giving us notice and complying with the policies and procedures of the Credit Union. Termination will not release you from any fees or obligations you owe us, those incurred in the process of closing your accounts or services or your liability on outstanding items or Transactions. You further agree that we can terminate your membership for cause based on any of the circumstances defined in this Agreement; without notice or further action. Upon termination, no Transaction(s) will be allowed.

Death of Account Owner. We may continue to honor all Transactions on your account(s) until we receive actual notice of your death. After receiving actual notice, we may honor all Transactions you authorized. We can require any person claiming the funds in your account(s) to indemnify us for any losses we may incur as a result of honoring their order. Upon the death of an individual account holder, all funds on deposit shall be paid according to the express instructions in the Membership Application (i.e., Payable on Death Beneficiary). If no express beneficiary(ies) is provided, then all funds on deposit will be paid to the estate of the account holder.

If there is no estate, then the Credit Union may, but has no obligation to do so, pay the funds to any heir, who will be solely responsible for any further distribution of said funds. The Credit Union may require satisfactory documentation to be provided regarding any right, claim or fact regarding any matter related or arising from the payment of funds hereunder. The Credit Union will have no further obligation or responsibility and you agree that we shall have no liability to you, your estate or any heir, successor or assign relating to the distribution of such funds pursuant to this Agreement. The payment of any funds is subject to our lien or other security interest; and all debts you owe to the Credit Union will be paid from the funds in your accounts before any payment is made. In case of the death of a joint account Owner, the deposits will be subject to additional provisions of this Agreement.

Statutory and Consensual Liens on Shares. By signing a Membership Application or other agreement conveying a pledge or security interest in Shares, or your use of any accounts or services you grant us and we impress a lien on any and all funds ("Shares") in all joint and individual share accounts, regardless of the source of the Shares or any Owner's contributions. This lien secures any account Owner's joint and individual obligations to us now or in the future, whether direct, indirect, contingent or secondary. Payment of any sums to a joint Owner, beneficiary or other party will be subject to payment of all outstanding obligations owed to us.

You agree that this lien is impressed as of the first date that any applicable account is opened with us. This lien secures all debts you owe us pursuant to any loan agreements; under this Agreement; arising from any insufficient funds item; fees; costs; expenses; or otherwise. You authorize us to apply Shares to any obligations owed to us if you default or fail to pay or satisfy any obligation to us without any notice to any account Owner or other party.

Administrative Freeze. You specifically agree that we have the right to place an administrative freeze on any joint or individual accounts to preserve the Credit Union's lien rights, to preserve our right of set off, to comply with legal process, or otherwise without notice to any Owner. Such action by the Credit Union shall not violate 11 USC §362, or other applicable law.

Right of Offset. If you owe us money as a borrower, guarantor, and endorser or otherwise, we have a statutory lien on the account funds in any account in which you have an ownership interest, regardless of their source, unless prohibited by law. We may apply these funds without further notice to you, in any order to pay off your indebtedness. By not enforcing a lien, we do not waive our right to enforce it later. In addition, you grant the Institution a consensual security interest in your accounts and we may use the funds from your accounts to pay any debt or amount now or hereafter owed the financial institution, except for obligations secured by your residence, unless prohibited by applicable law. All accounts are nonassignable and nontransferable to third parties. If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

General Limitation on Credit Union Liability. If we do not properly complete a Transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the Transaction, except as otherwise provided by law. We will not be liable if: through no fault of ours, your account does not contain enough money to make the Transaction; circumstances beyond our control prevent the Transaction; your loss is caused by your negligence or another financial institution; or the money in your account is subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful

dishonor. Our actions will constitute the exercise of ordinary care if such actions or non-actions are consistent with applicable state law, federal reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the area served by us. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict between oral representations by you or Credit Union employees and any written form will be resolved by reference to this Agreement and applicable written form. You agree that the person(s) establishing any account with us are solely responsible for the structure and information provided for the account (e.g., Owner(s) name(s), Social Security or other Tax ID Number, trustee(s), custodian(s), etc...); and we provide no advice and make no representations regarding the structure of any account(s) or other services. The Credit Union will not have any responsibility or liability to you or others relating to the dishonor or other return of any check, draft, ACH Transaction or other order occurring as a result of our exercising our lien rights or freezing any accounts in order to protect or preserve such rights; insufficiency of funds; or otherwise.

Telephone Requests. You agree that funds in any account(s) with us can be transferred, upon the telephone request of any signer on the account, to another account with us or to any other financial institution. We shall not be responsible for any loss incurred as a result of our acting upon or executing any request, order or instruction we believe to be genuine. Furthermore, we reserve the right to refuse to execute any telephone request or order.

Recording Conversations. You understand and agree that for the mutual protection of the parties to this Agreement, we may record any of our telephone conversations with you or any other person.

Indemnity. If you ask us to follow instructions that we believe might expose us to claims, suits, losses, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require a bond or other protections. An example of the kind of protection asked for would be your promise to protect the Credit Union against any claims (an indemnity).

Miscellaneous. In this Agreement, except as otherwise indicated, the singular includes the plural and the masculine includes the feminine and the neuter. Further, this Agreement or any claim or dispute arising hereunder shall be construed in accordance with and governed by the Laws of the State of Utah; unless specifically applicable law expressly requires otherwise. The terms and conditions of any account, including the method of determining dividends, may be changed by the Credit Union upon written notice, or as required by applicable law. Section headings in this Agreement are for convenience of reference only and shall not govern the interpretation of any provision of this Agreement. If any law or judicial ruling renders any term or condition of this Agreement unenforceable, the remaining terms and conditions shall remain in full force and effect. We reserve the right to waive enforcement of any of the terms set forth in this document regarding any Transaction or series of Transactions. Any such waiver will not affect our right to enforce any of our rights with respect to our Members; or to enforce any of our rights with respect to other Transactions with you. Any such waiver is not sufficient to modify the terms and conditions of this Agreement. Transactions involving a loan will not alter the terms or conditions of the loan agreement(s), but will remain subject to the terms and conditions of this Agreement where not inconsistent with the loan agreement. In the case of any conflict, the loan agreement will govern.

If there is a dispute between Owners or any other parties claiming an interest in any account(s) or Transaction(s); if there is any dispute regarding ownership, entitlement, payment, an Owner's intent or instructions, or otherwise with regard to any account or any Transaction;

or if we receive inconsistent instructions or claims, we can in our sole discretion: (1) suspend or terminate the account(s) and require a court order; (2) require an agreement in writing that we deem sufficient; (3) file an interpleader or similar action and pay any sums in dispute into a court or other appropriate entity; or (4) take such other action as we deem appropriate

Amendments and Changes. Changes to any account or account service requested by any Member or account Owner can only be made with the express consent of the Credit Union. If a change to a multiple account or service is requested, we may require that all multiple Owners indicate their consent by signing our document evidencing the change. As set forth herein, the Credit Union, in its sole discretion, may change any term or condition of this Agreement, including the method for determining dividends, at any time without notice except as expressly required by applicable law, and any change in the Agreement shall be effective at the earliest time allowed by law.

Member Organization or Business Accounts. Accounts held in the name of a Member, organization, or association for business purposes are subject to the same terms set forth in this Agreement and the following additional rules. The account Owners agree to inform us of the persons authorized to transact business on behalf of the business or organization in a resolution acceptable to us. The parties identified in the resolution will be authorized to contract and otherwise act on behalf of the entity identified. We may rely on the resolution, as applicable, and corresponding Membership Application until such time as we are informed of changes in a written document signed by any Owner, officer or director of the organization that is actually delivered and received by us. We may require that third party checks payable to an organization not be cashed, and be deposited to a business account. Further, if a resolution or Membership Application identifies the Member/Owner as an organization of any type; or if the Credit Union determines that any account is used for any business or organizational purpose, such account is deemed to be a "business account" and may be subject to additional fees or other requirements. No POD beneficiary designation or other designation shall apply to the accounts of organizations or businesses. Proprietors may designate a beneficiary.

Multiple Party Accounts. Any or all Owners can make deposits or withdrawals regardless of contributions. To make withdrawals, an Owner must have his or her signature on file with us. If only one Owner has signed a Membership Application, the account may be treated as an individual account. Each Owner guarantees the signature of all other Owners. We may accept orders, instructions, and requests for future services from any account Owner. Any account Owner may withdraw funds, stop payment of items, transfer or pledge to us all or any part of the Shares in any account, and block, terminate or discontinue or close any Transaction or service without the consent of the other Owner(s). We have no obligation to notify the other account Owner(s) of any pledge or other actions, orders or instructions by any Owner. If there is a dispute between Owners, if there is any dispute regarding ownership of an account or any deposit to an account by an owner or a party who we in good faith believe has a right to assert a claim or dispute (such as a personal representative of an Owner), or if we receive inconsistent instructions, we can suspend or terminate the account(s) and require a court order or require an agreement in writing concerning any Transaction on the account(s). Each Owner is jointly and severally liable for all returned items, overdrafts or any other obligations owed to the Credit Union as a result of any Transaction(s) on a multiple party account, regardless of the drawer, user or Authorized User who orders or causes said Transaction(s).

We have the right to endorse any drafts, checks, or other orders for the payment of money made out to any of the Owners. Once endorsed, we

can deposit them in the multiple party account, or we can endorse them for deposit by using a stamp to show a general endorsement for the account. Each Owner appoints the others as his or her agent to endorse, deposit, withdraw, cash and conduct business for the account. Acting as an agent, any Owner or Owners can endorse a draft, check, or other payment order made out to any other Owner or Owners of the account and any Owner may pledge to us the funds in any account to secure any joint or individual obligation to us. Once endorsed, the money can be taken in cash or deposited into the multiple party account. You agree that any money in this account can be paid to any one or more of the Owners. This payment can be made on the orders or instructions of any of the Owners, whether or not the other Owners are alive at the time of the payment. If we make a payment following these rules, you release us from liability.

We reserve the right at any time to require written consent of all account owners for a change of ownership or termination of a multiple-party account. If any account owner is indebted to us, we may enforce its rights against any or all funds in the multiple-party account regardless of who contributed the funds to the account.

Rights of Survivorship: Unless your Membership Application specifically indicates otherwise, you agree that it's your intention to create a joint tenancy with the right of survivorship (a form of ownership) in any multiple party account and if one or more of the multiple party Owners dies, his or her interest in the account passes to the remaining Owners; unless subject to our right of set-off or a pledge of the funds in the account(s), in which case all sums in the account(s) will belong to us regardless of contributions, up to the amount of the obligation(s) owed. We may not release any funds to a survivor until all required legal documents are delivered to us. Once a multiple party account is opened, an owner may only be removed by written consent of all account owners. Further, the Credit Union reserves the right to require any changes to the account be made in writing signed by all account Owners.

Payable on Death. Payable on Death ("POD") accounts are governed by your agreements with the Credit Union and applicable state law. A POD account instructs us that the designated account is payable to the Owner(s) during their lifetimes, and upon death of the last account Owner, is payable to the beneficiary(ies) designated by your Membership Application or other documentation. Either Owner, during their lifetime, may change any designated beneficiary by written direction to us. Accounts payable to more than one beneficiary are to be treated as joint tenancies without rights of survivorship. This means that the sums in the account may be paid to any surviving beneficiaries individually or otherwise. However, no amount will be paid to any beneficiary, their heirs or successors, who are not living at the time the account becomes payable to beneficiaries.

Uniform Transfer to Minor Act/Uniform Gift to Minor Act ("UTMA/UGMA"). All grantors, custodians and beneficiaries agree to the terms of this paragraph. If you have signed an account as custodian for a beneficiary under an applicable UGMA/UTMA, your rights and duties are governed by that Act. You must include the beneficiary's social security number on the Membership Application. A custodian will not be allowed to pledge the account as collateral for a loan to the custodian. We have no duty to inquire into the use of any funds or purpose of any Transaction by the account custodian. Upon the death of the account custodian, we may place an administrative freeze on the account until we receive instructions from a person authorized by law to withdraw funds or an appropriate court order. We may require that any successor custodian provide any documentation required to evidence compliance with applicable law(s) to our satisfaction. It is understood and agreed that a successor custodian may be the minor's legal guardian. If there is more than one legal guardian, the Credit Union can accept any such guardian as custodian. Upon acceptance of a successor custodian, no instruction from any other

guardian will be accepted. It is agreed that funds deposited into such an account belong to the beneficiary. When the beneficiary reaches the age of majority under the laws of the minor's state of residence, the funds may be paid or withdrawn by the beneficiary without notice or further action by us. If the beneficiary wishes to retain an account with us, the beneficiary can execute a new Membership Application. Any authority to make Transactions will then be governed by the new Membership Application, and the authority of any custodian(s) will be terminated.

Minors Accounts. For any account established by or for a minor, we reserve the right to require the minor account to be a multiple party account with an Owner who has reached the age of majority under state law who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may require that a minor sign the Membership Application if the minor can sign his or her own name, but may accept the representative signature of the minor's apparent guardian or parent (e.g., "Mary Doe by John Doe, Father"). All parties to such an account acknowledge and agree that the minor's apparent legal guardian may make any and all Transactions we allow on behalf of a minor. If divorced, separated, etc., only the parent who has been appointed the minor child's legal guardian will have these rights. We may require a minor's signature on the Membership Application before a minor can make an individual withdrawal on any account, but are not required to do so. We may make payments of funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account Owner, the guardian or parent shall not have any right to access the account other than in a custodial capacity. We have no duty to inquire of the use or purpose of any Transaction by the minor or any account Owner. We will not change the account status when the minor reaches the age of majority, unless authorized in writing by all account Owners.

Custodial and Other Fiduciary Accounts. The Credit Union may open other accounts pursuant to a court order or to facilitate your request for a trust, custodial, probate or other acceptable purposes. We make no representations and give no advice concerning any such accounts and may refuse to open any account or refuse to follow any instruction that may expose us to any expense or liability.

Any individual acting as an agent, guardian, personal representative, trustee, custodian or in some other fiduciary capacity must be designated to us as such on the Membership Application, as well as any other documentation we may require. We are authorized to follow the directions of any such agent/fiduciary until we receive written notice that the agency is terminated and have had a reasonable time to act upon the notice. Further, you specifically agree that we are not liable for the misapplication of funds by your agent/fiduciary.

**TERMS AND CONSENT APPLICABLE TO ELECTRONIC
SIGNATURES, ELECTRONIC CONTRACTS,
ELECTRONIC RECORDS, ELECTRONIC MAIL
("E-MAIL") FACSIMILE AND OTHER ELECTRONIC SERVICES
AND COMMUNICATIONS.**

Agreement. You specifically consent and agree that we may provide all disclosures, agreements, contracts, periodic statements, receipts, notices, modifications, amendments, and all other evidence of our Transactions with you or on your behalf electronically (hereinafter all such documentation is referred to as "electronic record(s)"). To access these records you must have a file reader, such as Adobe Acrobat®. You have a right to receive a paper copy of any of these electronic records if applicable law specifically requires us to provide such documentation. A fee for a statement reprint or check copy may be imposed. Also, you may withdraw your consent and revoke your agreement to receive records electronically. To request a paper copy or to withdraw your consent and agreement to receive electronic records call, write or e-mail us as set forth in the Schedule.

Equipment and Software Requirements. To receive electronic records and to access our home banking services, you need a computer with Internet access and web browser (such as Netscape Navigator®, Microsoft Internet Explorer® or an equivalent). Use and access to our on-line / electronic banking services requires the use of a browser that supports 128 bit encryption. You are responsible for the set-up and maintenance of your home computer and Internet Service Provider, which supports the encryption requirements of our home banking systems. Contact the Credit Union to see if your equipment is compatible.

By requesting any electronic funds transfer, home banking, other electronic services or Transactions, by submitting any application or agreement to us electronically, or by e-mailing us, you represent that you have such equipment and software and that you can download, access, read, review, print, and store the electronic records we provide to you.

Performance of Electronic Service and Warranty Disclaimer. In no event will we be liable to you for any consequential, incidental or indirect damages arising out of the use, misuse or inability to use our services, or for any loss of any data, even if we have been informed of the possibility of such damages. Further, we make no warranty, express or implied, to you regarding your equipment, including any warranty of merchantability or fitness for a particular purpose, including but not limited to any Online Banking services provided to you under this or any other agreement with us.

We do not and cannot warrant that Online Banking will operate without errors, or that any or all Online Banking Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to Online Banking, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of the Credit Union and its affiliates exceed the amounts paid by you for the services provided to you through Online Banking.

Virus Protection. We are not responsible for any electronic virus or viruses that you may encounter. The Credit Union suggests that you routinely scan your PC and diskettes using a reliable virus protection software product to detect and remove any viruses found. An undetected or unrepaired virus may corrupt and/or destroy your programs, files and even your hardware.

Electronic Signature. You consent and agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action while using any electronic service we offer; or in accessing or making any Transactions regarding any agreement, acknowledgment, consent, terms, disclosures or conditions constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to the validity of your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and the Credit Union.

Electronic Records. To facilitate electronic commerce, to reduce the expense of records storage, and to obtain the benefits of faster access to records, you acknowledge and agree that we may in our discretion store all records electronically; and that we will not retain and have no obligation to retain any original documents for any period of time. This applies to all documentation including but not limited to checks, Transaction records, notes, mortgages, deeds of trust and other loan and/or security documentation. You further acknowledge and understand that we will routinely destroy all original documentation. We may store records

electronically via imaging, scanning, filming or other technology used in the financial services industry for the storage of documentation via internal processes or third-party processors that we approve for these services. You agree that such storage shall be secure, and further agree that such records shall for all purposes be recognized and admissible in evidence or otherwise to prove the agreements, rights and obligations of the parties pursuant to any such records.

“E-Mail” and Facsimile Communications. You acknowledge and agree that the Internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim or damages arising or in any way related to our response(s) to any e-mail or other electronic communication, which we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any e-mail or other electronic communication; and may respond to an e-mail at either the address provided with the communication, the e-mail address in your Membership Application or any other application or written communication actually received by us.

Any account Owner, co-borrower, or Authorized user may change the e-mail address for statements or other information from us at any time. Although having no obligation to do so, we reserve the right to require authentication of e-mails or electronic communications. The decision to require authentication is in the sole discretion of the Credit Union. We will have no obligation, liability or responsibility to you or any other person or company if we do not act upon or follow any instruction to us if a communication cannot be authenticated to our satisfaction.

Further, the Credit Union may not immediately receive e-mail communications that you send. Also, we will not take action based on e-mail requests until we actually receive your message and have a reasonable opportunity to act. We reserve the right to require any notices from you be submitted to us in writing, and we may refuse to send certain information through e-mail communications. If you need to contact the Credit Union immediately regarding an unauthorized Transaction, stop payment request, or otherwise, you may call the Credit Union at the telephone number in the Schedule.

Links to Other Sites. Our website may contain links to third party websites. These links are provided solely as a convenience to you and not as an endorsement by the Credit Union of the contents on such third-party websites. Credit Union is not responsible for the content or support of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third party websites. If you decide to access linked third-party websites, you do so at your own risk.

Controlling Law and Users Responsibilities. Our web site and the electronic services that we provide (excluding linked sites) are controlled by the Credit Union and/or our ASP (Access Service Provider). The Credit Union’s principal office is located in the State of Utah, which law governs this Agreement. You may choose to access our web site and electronic services from any location, we make no representation that any information, materials, or functions included in our web site or via our electronic service are appropriate or authorized for use in all jurisdictions. Your access from other locations is made on your own initiative; and you are solely responsible for compliance with any applicable local laws and regulations.

ELECTRONIC FUNDS TRANSFERS AGREEMENT AND DISCLOSURES

Purpose Of This Agreement. This Agreement defines your and the Credit Union’s rights and responsibilities with respect to Transactions. You understand that all agreements and rules and regulations applicable to your accounts and account services, as set forth in this document and otherwise, remain in effect and apply to this Agreement, except as

specifically modified in this Section. You agree to abide by this Agreement, and all rules, regulations and instructions of the Credit Union and the networks relating to the use of any Card and/or Access Device, as amended, modified or revoked.

Types Of Electronic Funds Transactions. The Electronic Funds Transactions we are or may be capable of handling in the future are indicated below. Some of these services may not apply to your account(s) and/or some of these services may not be available at all terminals.

We may honor overdrafts of electronic transaction types such as but not limited to debit card, ACH, POS, or online banking transactions.

Automatic Teller Machines (ATMs). The Credit Union may issue to you an ATM card and Personal Identification Number ("PIN") to be used to make Transactions. You can use your ATM card at the Credit Union's ATMs to:

- Withdraw cash from your account(s);
- Check the balances in your account(s);
- Transfer funds between your account(s); and
- Make deposits/payments at designated ATMs.

Debit/Point of Sale Transactions. If we approve your Application for a POS/ATM Debit, VISA Check Card, or other electronic Access Device, you may use your Card/Access Device to purchase goods and services at point of sale (POS) terminals designated by the Credit Union and anywhere participating merchants honor your Card/Access Device. Transactions hereunder will be covered by funds deducted from your checking account. Subject to the limitations in this documents and any other documents, you may pay for goods and services (or make certain other transfers if the merchant is a financial institution) at applicable terminals up to the available balance in your designated checking account and any available credit under your applicable overdraft line-of-credit, and cause that account to be debited for the amount of those purchases. Your available balance in that account may be reduced by the amount of any Transaction as soon as the merchant has received authorization from us, even if the documentation evidencing the Transaction has not yet been received and processed by us. A merchant is not required to receive prior authorization from us on every Transaction. When the documentation has cleared through us, any hold placed on your account for the amount of the purchase or other Transactions will be released and your account debited for that amount. NOTE: Cards designated as ATM only may not be used at POS or other non-ATM terminals.

Preauthorized Transfer Services. You can authorize the following Transactions without the use of an Access Device issued by the Credit Union: (1) Payments: You can make payments on your loans with the Credit Union directly from your savings or checking accounts; (2) Within Credit Union Transfers: You can arrange to transfer funds between your savings and checking accounts; (3) Direct Deposits and Payments: You can authorize persons or companies to make direct deposits or withdrawals to or from your savings or checking accounts for payroll, pension, social security and other types of deposits or payments. You may give other persons or companies written or oral permission to transfer payments from your Credit Union accounts through "ACH" or other electronic means. Such agreements or arrangements are solely between you and the other person or company. The Credit Union shall have no responsibility or liability to you for any such Transactions. Thus, you should exercise caution in providing such authority and/or information to access your accounts to others. The authority or information you give to others hereunder applies to all "ACH" or other electronic Transactions, whether evidenced by any type or writing or converted to a written Instrument by the other person (and/or their agents). All such Transactions are deemed to be authorized by you.

Telephone Transactions. You may access your accounts through

Touch-Tone Teller (audio response system) or the Credit union Automated Response Line-CARL (voice-activated system) with an access code that we will issue. You must use your Access Device and account number to access your accounts. You may use Touch-Tone Teller or CARL to:

- Change your access code.
- Obtain account information related to any of your savings, checking, and loan accounts regarding current balance, checking history, savings dividends and rates, loan interest and payoff amounts, payroll and automatic deductions.
- Make transfers to or from your savings and checking.
- Request advances on your personal or home equity line of credit loans, deposit the proceeds in any of your accounts or have the proceeds mailed directly to you at the mailing address listed for your account.
- Withdraw funds from savings, checking and line of credit accounts by Check made payable to you and mailed to you at your mailing address.
- Make loan payments from any savings or checking account to any loan account of yours (except mortgage loans).

Telephone services are provided by our Service Center staff during business hours. Verification of account ownership will be requested before account information is released. To ensure courteous and efficient service, supervisory personnel in our Service Center Department may monitor calls randomly.

Electronic check conversion - types of transfers – Your Check or information you convey to a third party can result in an electronic funds transfer. This can happen in several ways. For example:

- You can purchase goods or pay for services and authorize a merchant or service provider to convert your Check into an electronic funds transfer.
- At the time you offer a Check to a merchant or service provider, you may be asked to authorize the merchant or service provider to electronically collect a charge in the event that the Check is returned for insufficient funds. Paying such a fee electronically is an electronic funds transfer.
- Your authorization to make these types of electronic funds transfers may be expressed in writing or implied through the posting of a sign.
- This can also happen when you provide information from your Check or an account to another by telephone, Internet or otherwise, who then converts the information given to an electronic Transaction, ACH or otherwise.
- You agree that any such Transaction is subject to all applicable terms and conditions set forth in this Electronic Transfers Section of your Membership Agreement.

OnLine Branch (Internet Network Connection). You may access your accounts through a personal computer (PC) under the OnLine Branch service with an Access Device. You must use your access code along with your account number to access your accounts. You may use OnLine Branch to:

- Change your access code.
- Obtain account information related to any of your savings and loan accounts regarding current balance, checking history, savings dividends and rates, loan interest and payoff amounts, payroll and automatic deductions.
- Make transfers to or from your savings and checking.

- Request advances on your personal or home equity line of credit loans, deposit the proceeds in any of your accounts or have the proceeds mailed directly to you at the mailing address listed for your account.
- Withdraw funds from savings, checking and line of credit accounts by Check made payable to you and mailed to you at your mailing address.
- Make loan payments from any savings or checking account to any loan account of yours (except mortgage loans).
- Issue third-party payable Checks under Bill Payment Service.

Insufficient Funds Transactions: If your account balance is insufficient to cover any Transaction(s), we may treat these Transactions as insufficient funds Transactions. The Credit Union reserves the right to refuse any Transaction, the decision shall be at the Credit Union's sole discretion.

Electronic Processing and Transactions: Due to the processing systems for electronic Transactions used in the United States and by us, a payment or other Transaction may be effective / posted before we are open for business on the date scheduled for the payment or other Transaction. Therefore, you are responsible for insuring that your account(s) have sufficient balances as applicable for the scheduled payment / Transaction one business day prior to the date scheduled. If a payment is due on a Saturday, Sunday, or Federal holiday, the payment may occur on either the first business day after the due date or the business day prior to the due date. In these cases, you should plan to have the payment initiated on the last business day before any of these days in order to ensure your payment is made on time. You may not make payments and/or Transactions to a federal, state or local governmental or tax unit, or pay child-support or alimony, or to make payments to other categories of payees that we establish from time to time using our electronic services.

General Rules For Using Your Access Devices. You acknowledge and agree to the following:

- Your Access Devices are for personal use only. You agree not to allow another person to use your Access Devices.
- You agree not to reveal your PIN/Password(s) to another person and WILL NOT write your PIN/Password(s) on any Access Device. You are responsible for all Transactions made by you or anyone else who uses your Access Devices with your knowledge and consent. You are also responsible for unauthorized use of your Access Devices to the full extent allowed by applicable law. In addition, any person other than yourself who uses your Access Devices is responsible for all Transactions they make and for all Transactions made by others with their permission. This does not limit your own responsibility. You agree to be responsible to maintain your Access Devices with maximum security.
- You authorize the Credit Union to debit/credit your accounts for all Transactions as if each Transaction were signed by you. Further, you agree that by acceptance or use of your Access Devices the Credit Union is authorized to pay from any account necessary to satisfy any Transaction, fee or service charge that results from the use or misuse of your Access Devices.
- You acknowledge that your Access Devices remain the Credit Union's property and agree to surrender your Access Devices to the Credit Union or its agent upon demand or through retrieval by any other method.
- You agree to use caution when using any ATM or other electronic terminal or device to complete any Transaction contemplated by this Agreement. You further agree that the Credit Union shall have no responsibility to you or any user, or be liable for any personal injury

or property damage, which may occur as a result of any act before, during or after a Transaction or other visit to any ATM or other electronic terminal location. You or any user assume the risk of nighttime use of any ATM or other electronic terminal location or other electronic banking device.

- An Access Device may be issued to any Member or joint Owner of legal age when qualified under the rules, regulations, and by-laws of the Credit Union. Only one Access Device may be issued to each Member or joint Owner.
- If your Access Device is lost or stolen, you agree to notify the Credit Union immediately upon discovery of such loss or theft. Replacement of an Access Device may be issued by us at the cost set forth in the Schedule. You agree to pay the Credit Union the fee in effect at the time for all copies that you request from us.
- The Credit Union shall not be responsible for the use or condition of any ATM or other electronic banking terminal or device it does not own. Further, the Credit Union will not be responsible for any failure of an ATM or other electronic banking terminal or device to function except as specifically provided for by law.
- The Credit Union reserves the right to add or delete ATM or other electronic terminal location or other electronic banking devices as it deems necessary.
- You agree to hold the Credit Union harmless in its pursuit to locate, apprehend, and prosecute unauthorized use of any Access Device issued by the Credit Union, and you agree to assist the Credit Union in these efforts.
- The Credit Union reserves the right to make any changes in the daily withdrawal limits it deems necessary.
- The Credit Union is not liable for any claims you may have against a merchant, company or other financial institution arising from use of your Access Device.
- The Credit Union cannot stop payment on any point-of-sale Transaction.
- If you incur a charge in foreign currency, the charge will be converted by VISA® International into a United States dollar amount, using the procedures and the operating regulations in effect at the time the Transaction is processed. Those procedures currently provide for either a wholesale market rate or the government-mandated rate in effect one day prior to the processing date, increased by 1%. Because of the fluctuations in foreign currency exchange rates, the conversion rate in effect on the processing date may differ from the rate in effect on the Transaction date or the posting date.
- You agree that by acceptance or use of an Access Device, or other Electronic Funds Transfer Services the Credit Union is authorized to pay from any account you have, jointly or otherwise, with the Credit Union any amount necessary to satisfy any Transaction, fee or service charge that results from your use or misuse of such services.
- You will not obtain any Access Device(s) to make Transactions on your accounts with us that is not issued or approved by us.
- Merchants and others who honor the Check Card or related Access Device(s) may give credit for returns and adjustments, and they will do so by initiating a credit with us, and we will credit that amount to your account.
- You understand that you must keep your savings and checking account open in order for your applicable electronic services to remain valid. You agree to return all Access Devices if you close your account(s), or upon our request.

Making ATM Transactions. Your PIN will allow you to identify yourself when making an ATM Transaction. The presentation of your ATM card together with the input of your PIN constitutes your authorization to the Credit Union to make Transactions. You agree to follow all instructions for use of ATMs accessible by your ATM card. Difficulties or complaints concerning the use or condition of any ATM should be reported directly to the Credit Union. Security or safety measures should be reported directly to the Owner of any ATM not owned by the Credit Union.

Termination and Amendment. The Credit Union reserves the right at any time to terminate your right to make Transactions and to retrieve or ask for the immediate return of any Access Device it deems necessary without prior notice to you. If notification is required by law, notice will be mailed to you at the address shown on the Credit Union's account records. It is the obligation of each Member to provide new addresses to the Credit Union.

Access Device Revocation. Any Access Device issued by the Credit Union may be revoked without notice to you in the event that any of the following conditions occur:

- Overdrafts occur as a result of insufficient or uncollected funds on an account.
- Any Transaction that occurs on your account(s) which results in a monetary loss to the Credit Union.
- Loan, VISA® or other delinquency with the Credit Union.
- Forced closure of a savings or checking account at the Credit Union due to misuse.
- Special balance requirements, if any, are not maintained by you.
- Any other situation in which the Credit Union deems revocation to be in its best interest.

Transaction Fees. You are allowed to initiate Transactions at any terminal, ATM or other access means owned by the Credit Union or any Network with which the Credit Union has established a relationship. You may be charged certain Transaction and other fees as set forth in the Schedule, which will be automatically debited from your savings or checking account(s). The Credit Union reserves the right to establish and maintain Transaction fees and charges, which may be modified from time to time. Note: Owners of non-Credit Union ATMs may charge fees in addition to any fees disclosed in the Schedule. These fees are generally called a "surcharge." This is not a fee charged by your Credit Union; however, any such fee will be paid from your account(s).

Service Limitations, Limitation of Frequency and Dollar Amounts of Transactions. Transfer Limitations. General limitations governing the amount and number of Transactions are set forth in this and other documents. In addition, the following limitations also govern your use of these services:

General Limitations Applicable Accounts. For savings and money market accounts, if applicable, you may make up to six (6) preauthorized, automatic, telephonic, or audio response transfers to another account of yours or to a third party during any statement period. A preauthorized transfer includes any arrangement with the Credit Union to pay a third party from the Member's account upon oral or written orders including orders received through the Automated Clearing House (ACH). There is no limit on the number of Transactions you may make in the following manner: (1) transfers to any loan account with the Credit Union; (2) transfers to another Credit Union account or withdrawals (Checks mailed directly to you) when such transfer or withdrawal is initiated in person, by mail, or at an ATM. If a transfer request would exceed the transfer limitations set forth above in any statement period, the Credit Union may refuse or reverse the transfer, and your account will be subject to

suspension or closure by the Credit Union, and the Credit Union may impose a charge.

Further, we may reduce the limit for “point-of-sale” Transactions during any interruption in the electronic connection between the Credit Union and the retail outlet. Further, we may at any time limit or reduce the number or dollar amount of Transactions when we, in our sole discretion, deem it in the best interest of the Credit Union.

Card / Access Device Acceptance. We do not promise everyone will honor your Card or other Access Device, and we have no obligation to you if anyone refuses to accept your Card/Access Device. We are not liable if any merchant, bank, financial institution or other party refuses to honor your Card/Access Device, or otherwise fails to provide any services made available to you by the Credit Union.

POS/Debit/VISA Check Card Purchases. Limits defined in the Schedule are in addition to any ATM withdrawals.

ATM Transactions. Because of the servicing schedule and processing time required in ATM operations, there maybe a delay between the time a deposit (either cash or Check) is made and when it will be available for withdrawal. You should review the Credit Union’s Funds Availability Policy to determine the availability of funds deposited at ATMs.

Touch-Tone Teller and CARL. Your accounts can be accessed through Touch-Tone Teller and CARL via the telephone. Touch-Tone Teller and CARL are available at any time seven (7) days per week. There may be some down time. Except as is otherwise provided in the Schedule or limits under other agreements with us, you may make fund transfers to your accounts or other accounts you authorize as often as you like; however, there are certain limitations on transfers from savings accounts, as discussed herein and above. Account balance and Transaction history information may not show all account activity involving your accounts. You may not obtain account information related to accounts other than your accounts to which you have requested a transfer.

OnLine Branch (Internet Network Connection). You may make OnLine Branch Transactions at any time seven (7) days per week. There may be some down time. Except as is otherwise provided in the Schedule or limits under other agreements with us, you may make fund transfers to your accounts or other accounts you authorize as often as you like; however, there are certain limitations on transfers from savings accounts, as discussed herein and above. Account balance and Transaction history information may not show all account activity involving your accounts. You may not obtain account information related to accounts other than your accounts to which you have requested a transfer.

Bill Payment Service (OnLine Branch). You may make bill payment Transactions subject to the limitations in the Bill Payment User Guide and this document. The Credit Union will not process any bill payment transfer if the required Transaction information is incomplete. The Credit Union will withdraw the designated funds from your account on or after the date you schedule for payment. The Credit Union will process your bill payment transfer within one (1) business day on the date you schedule for payment. We will have no obligation to initiate any payment if there are not sufficient funds in your designated account, but may at our discretion. You must allow sufficient time for vendors to process your payment after they receive a transfer from the Credit Union. Please allow at least a seven (7) day lead-time prior to your due date. The Credit Union cannot guarantee the time that any payment will be credited to your account by the vendor and will not be liable for any service fee, late charge, or finance charge. You agree to follow the requirements of the Bill Payment Service User Instructions, which are incorporated herein by reference. Bill Payment Service user instructions can be found on the Credit Union’s web site. The credit Union may set other limits on the amount of any Transaction(s), and you will be notified of those

limits. In an effort to maximize security and maintain the highest level of service, any bill pay account that has not processed a payment in six months will be closed. In an effort to maximize security and maintain the highest level of service, any bill pay account that has not processed a payment in six months will be closed. The Credit Union is not responsible for any bill pay account information that is lost due to account inactivity.

Online Bill Payment Transactions: You may cancel, stop, or change a scheduled Online Bill Payment as set forth in the Bill Payment Service User Guide. After the time period set forth in the Bill Payment Service User Guide has passed it is not possible to stop or cancel a payment. Some types of payments may not be stopped.

Preauthorized Transactions: If you have arranged in advance to make regular electronic fund transfers out of your account(s) for money you owe others, you may stop payment of preauthorized transfers from your account. You must notify the Credit Union orally or in writing in time for us to receive your request three (3) business days or more before the scheduled date of the transfer. The Credit Union may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do require the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made. This means that the preauthorized payment and future preauthorized payments to the payee you identify may be paid by us from your account(s) after the 14th day.

If you order us to stop a preauthorized transfer three business days or more before the transfer is scheduled, and the stop payment order is made according to the terms and conditions of the account and this Agreement, including the requirement that you give us the exact amount of the debit, the next date of the debit and the exact name of the payee, and we do not do so, we will be liable for your losses or damages proximately caused by our failure.

Other Transactions: Other Transactions hereunder are considered contemporaneous. Therefore, You have no right and we have no obligation to stop or to attempt to stop any other Transactions.

Right to Documentation.

- Terminal Transactions. You can get a receipt at the time you make any transfer to or from your account using any automatic teller machine or a point-of-sale terminal.
- Direct Deposits. You can call or write us at the telephone number or address listed in the Schedule to find out whether a deposit has been made. If the only possible transfers to your accounts are direct deposits, you will get a statement from us at least quarterly.
- Periodic Statements. Transfers and withdrawals transacted through an ATM, POS terminal, OnLine Branch, or debit card purchase will be recorded on your periodic statement. You will receive a statement monthly unless there is no Transaction in a particular month. In any case, you will receive a statement at least quarterly.

Notice When Amount of Preauthorized Payment(s) Vary. If you preauthorize the Credit Union to make payments to persons or companies other than the Credit Union that vary in amount, then the person or company you are going to pay has the obligation to notify you ten (10) days before each such payment is due and how much it will be.

Liability For Failure to Make a Transaction. If the Credit Union does not complete a Transaction to or from your account on time or in the correct amount according to our agreement with you, the Credit Union may be liable for your losses or damages. However, there are some exceptions to this, which include the following:

- You do not have enough money in your account to make the Transaction through no fault of ours.
- The Transaction goes over the credit limit on your overdraft line.
- The terminal where you were making the Transaction does not have enough cash.
- The terminal or other system was not working properly.
- Circumstances beyond our control (such as fire, flood or electrical failure) prevent the Transaction, despite reasonable precautions that we have taken.
- You have not properly followed instructions for operation of the ATM or system.
- The funds in your account are subject to legal process or other similar encumbrance.
- The Transaction would exceed one of the established limits contained in this Agreement or by other Credit Union agreements.
- Access to your account has been blocked after you have reported your Access Device lost or stolen or you use a damaged or expired Access Device.

Information Disclosure. We will disclose information to third parties about your account or the Transactions you make: (1) when it is necessary for completing Transactions, or (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or (3) in order to comply with government agency or court orders, or (4) if you give us your written permission.

Business Day Disclosure. Our business days are set forth in the Schedule.

In Case of Errors or Questions About Transactions. In case of errors or questions about your electronic transfers, telephone us at the telephone numbers or write us at the address listed in the Schedule, as soon as you can. (For any errors involving a line of credit account, you must review your Loan Agreement and Disclosure and/or VISA Credit Card Agreement for a description of your rights.) We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. You should provide the following information:

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

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days, at the address listed in the Schedule.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error within one (1) business day after determining that an error occurred.

If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days of receiving the error notice, and will inform you, within two (2) business days, after providing the provisional credit, with the amount you think is in error, and the date, so that you will have the use of the money during the time it takes us to complete our investigation. We will correct the error, if any, within one (1) business day after determining that an error occurred. A report of our results will be delivered or mailed to you within three (3) business days after the conclusion of the investigation (including, if applicable, notice that a provisional credit has been made final).

For Transactions initiated outside the United States, or resulting from a point-of-sale debit card Transaction, we will have ninety (90) calendar days instead of forty-five (45) business days, unless otherwise required by law, to investigate your complaint or question. For Transactions on accounts that have been opened less than thirty (30) calendar days, we will have twenty (20) business days instead of ten (10) business days to credit your account, and ninety (90) calendar days instead of forty-five (45) business days, unless otherwise required by law, to investigate your complaint or question. Special Rules for Provisional Credit for Visa® Check Card Transactions

If you believe a Visa® Check Card Transaction was unauthorized, we will re-credit your account within five business days 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. If we ask you to put your complaint in writing, we need not recredit your account, or we may reverse any credit previously made to your account, until we have received it. We may withhold provisional credit, to the extent allowed under applicable law, if the delay is warranted by the circumstances or your account history.

Your Liability for Unauthorized Transaction. Tell us AT ONCE if you believe your Access Device has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You are responsible for all transfers you authorize using an EFT service under this Agreement. If you permit other persons to use an EFT service or your Access Device, you are responsible for any Transactions they authorize or conduct on any of your accounts.

Special Notice to VISA Check Cardholders. If there is an unauthorized use of your VISA Check Card or an Internet Transaction, and the Transaction takes place on the VISA network, then your liability will be zero (\$0.00). This provision limiting your liability does not apply to either VISA commercial cards or ATM cash disbursements. Additionally, your liability with respect to unauthorized Transactions may be greater than the above zero (\$0.00) liability limit, to the extent allowed under applicable law, if the Credit Union reasonably determines, based on substantial evidence, that you were grossly negligent or fraudulent in the handling of your account or card. In any case, to minimize your potential liability you should notify us of any unauthorized use no later than 60 days after your statement was mailed to you.

For all other EFT Transactions that require the use of a PIN or Access Code, if you tell us within two (2) business days, you can lose no more than \$50 if someone uses your card and PIN or Access Code without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your Card, PIN or Access Code, and we can prove that we could have prevented the unauthorized Transaction if you had told us in time, you could lose as much as \$500. In no event will you be liable for more than \$50 for any unauthorized line of credit Transaction.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If you believe that your Card or Access Code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, you must call or write us at the telephone number, address, e-mail address set forth in the Schedule. If a good reason (such as extended travel or hospitalization) kept you from telling us, we may extend these time periods.

Reporting A Lost Card, Access Device, or PIN. If you believe that any Access Device has been lost or stolen or that someone has withdrawn or may withdraw money from your account without your permission, you

agree to immediately notify us. You can call the Credit Union or write us at the telephone number or address listed in the Schedule. If you recover your Card/Access Device after you have notified us, DO NOT USE IT.

FUNDS AVAILABILITY DISCLOSURE - WHEN YOUR FUNDS ARE AVAILABLE FOR WITHDRAWAL

Our policy is to make funds from your deposits (of cash and ordinary Check/share draft) available to you on the first business day after the day we receive your deposit. At that time, you can withdraw the funds in cash and we will use the funds to pay Checks you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal and state holidays.

Longer Delays May Apply. In some cases, we will not make all of the funds you deposit by Check available on the same day as the day of your deposit. Depending on the type of Check you deposit, funds may not be available until the fifth business day after the day of your deposit. This will usually depend on whether the Check deposited is classified as either a local or non-local Check pursuant to applicable federal laws. However, the first \$100 of your deposit will be available on the first business day.

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

Holds On Other Funds. If we cash a Check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the Check we cashed would have been available if you had deposited it. If we accept for deposit a Check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of Check that you deposited.

Longer Delays May Apply. We may delay your ability to withdraw funds deposited by Check into your account an additional number of days for the following reasons:

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

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the 11th business day after the day of your deposit.

Special Rules For New Accounts. If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, 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 ninth 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 Check deposits will be available on the ninth business day after the day of your deposit.

Deposits At Automated Teller Machines and At Shared Branches. Funds from any deposits (cash or Checks) made at automated teller machines (ATMs) we do not own or operate may not be available until the fifth business day after the day of your deposit.

Foreign Checks. Checks drawn on financial institutions located outside the U.S. (foreign Checks) cannot be processed the same as Checks drawn on U.S. financial institutions. Foreign Checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposit of foreign Checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which it is drawn. Foreign Checks with no routing numbers and payable in foreign currency are not accepted for deposit. These items must be sent as a collection item. Only foreign Checks payable through a U.S. bank with routing numbers and payable in U.S. dollars will be available the next day.

*Special Rules for Time Period Adjustment for Withdrawals by Cash or Similar Means. The Credit Union reserves the right to extend by one business day the time that funds deposited will be available for withdrawal by cash or similar means. However, an additional \$400.00 will be available for withdrawal by cash or similar means on the date funds are otherwise available for withdrawal under this policy.

Deposits Through Business Remote Deposit. For checks totaling more than \$5,000 on any one day, the first \$5,000 deposited on any one business day will be available to you according to our general policy. We are notifying you in advance that local check deposits in excess of \$5,000, made through the Business Remote Deposit system, will generally be available on the second (2nd) business day after the day of deposit. This notice applies only to local check deposits exceeding \$5,000 and does not supersede the paragraph titled Special Rules for New Accounts or any other provisions of our general policy. If we do not make funds from your deposit available as described herein, we will notify you of longer delays as required by the Fund Availability Disclosure.

By using the Business Remote Deposit Service, you agree to receive any notice of longer delay via electronic mail communication to the electronic mail address provided in your Business Remote Deposit application.

TRUTH-IN-SAVINGS ACT DISCLOSURE

Savings, Checking and Sweep Accounts

Account Rules and Regulations for Checking Accounts. Checking accounts consist of a transaction sub account and a savings sub account. Funds not routinely needed to pay debits may be transferred to a savings sub account. We may periodically transfer funds between these two sub accounts. If your checking account is a type on which interest is paid, your interest calculation will remain the same. Otherwise, the type savings sub account will be non-interest bearing. The savings sub account will be governed by the rules governing our other savings account indicated within the Withdrawals section of the Membership Agreement. This process will not affect your available balance, the interest you may earn, NCUA protection, your monthly statement, or any other features of this account.

Rate Information. The dividend rate and Annual Percentage Yield ("APY") on your accounts are set forth in the Schedule provided with this

document. The dividend rate and APY may change at anytime, as determined by the Credit Union and approved by the Credit Union's Board of Directors.

Compounding and Crediting. Dividends will be compounded and will be credited as set forth in the Schedule. The Dividend Period ("period") for each of your accounts is set forth in the Schedule. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period. If your account is closed or you make a withdrawal during a dividend period before dividends are credited, you may not receive accrued but uncredited dividends.

Balance Information. Any minimum deposit to open an account, and the minimum average daily balance you must maintain to avoid service fees and to earn the annual percentage yield stated for your account is set forth in the Schedule. Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in your account for the Period. The average daily balance is calculated by adding the balance in your account for each day of the Period and dividing that figure by the number of days in the Period.

Accrual of Dividends. Dividends will begin to accrue on the business day we receive provisional credit for the deposit of noncash items (e.g. Checks) to your account. Dividends will begin to accrue on cash deposits on the business day you make the deposit to your account.

Transaction Limitations for All Savings and Sweep Accounts. Limitations are set forth in the first Section of this document entitled "Membership, Accounts and Account Services Agreement."

Additional Limitations for IRA Money Market Accounts: You are solely responsible for complying with any requirements including Transaction limitations and penalties for early withdrawal under the Internal Revenue Code or other applicable Federal or State law governing any IRA or other Credit Union accounts. Deposits are not limited. Transfers to a Credit Union IRA account are allowed subject to applicable law; and the minimum balance requirements and other restrictions applicable to the account.

Term Deposit Accounts

(Term Deposit, Mountain Climber, and IRA)

Rate Information. The dividend rate and annual percentage yield on your account are stated in the Schedule and/or your term deposit documentation. The annual percentage yield reflects the dividends to be paid on your account based on the dividend rate and the frequency of compounding for an annual period. For fixed rate term deposit and fixed rate IRA term deposit accounts the dividend rate and annual percentage yield are fixed and will be in effect for the term of the account. For variable rate term deposit and variable rate IRA deposit accounts the dividend rate and annual percentage yield are variable and may change each dividend period based on the determination of the Credit Union and approved by the Credit Union's board of directors. The annual percentage yield assumes that dividends will remain on deposit until maturity.

Compounding and Crediting. Dividends will be compounded and credited as set forth in the Schedule. The Dividend Period ("period") for each account is set forth in the Schedule. The period begins on the first calendar day of the period and ends on the last calendar day of the period.

Minimum Balance Requirements. The minimum deposit required to open any term deposit account is set forth in the Schedule. You must maintain an average daily balance equal to or greater than the minimum opening deposit to earn the annual percentage yield and avoid any service charges set forth in the Schedule.

Balance Computation Information. Dividends are calculated by the average daily balance method, which applies a periodic rate to the average daily balance in your account for the Period. The average daily balance is

calculated by adding the balance in your account for each day of the Period and dividing that figure by the number of days in the Period.

Accrual of Dividends. Dividends will begin to accrue on the business day you receive provisional credit for the deposit of noncash items (e.g. Checks) to your account. Dividends will begin to accrue on cash deposits on the business day you make the deposit to your account. If you close your term deposit account before any dividend is credited, you may not receive accrued but uncredited or unpaid dividends.

Transaction Limitations. In addition to any other applicable limitations described in this document, after a term account is opened, you may not make deposits into the account before maturity. Exception on deposits applies to Mountain Climber Term Deposits (refer to the Truth in Savings Schedule).

Maturity Date. Your account will mature on the date stated in your term deposit documentation or any Renewal Notice the Credit Unions provides to you.

Early Withdrawal Penalties. You have agreed to leave the principal of this account on deposit for the full term stated in your term deposit documentation. Dividends deposited to the term deposit account become part of the principal balance and are not eligible for withdrawal prior to the maturity date. If all or part of the principal is withdrawn before the maturity date, the Credit Union may charge you a penalty. Unless stated otherwise, Owners of accounts with a stated term of one year or less shall forfeit an amount equal to 30 days dividends on the amount withdrawn, or the length of the term, whichever is less, when any withdrawal is allowed. Unless stated otherwise, Owners of accounts with a stated term of more than one year shall forfeit an amount equal to 90 days dividends on the amount withdrawn, or the length of the term, whichever is less, when any withdrawal is allowed. The penalty may be calculated at the rate paid on the deposit. The penalty will, if necessary, be taken from the principal amount of the deposit. The Credit Union may grant a premature withdrawal request without penalty or with a reduced penalty in the event of the Owner's death or legal incompetence; or if your account is an IRA account and the account is revoked within seven (7) days after the IRA Disclosure Statement is received; or when the account is an IRA account and the Owner qualifies pursuant to applicable law.

Renewal Policy. Unless you instruct the Credit Union otherwise, your term deposit account will automatically renew at maturity. You will have a grace period of ten (10) business days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty. However, the Credit Union reserves the right to give the Owner written notice that the account will not be renewed. In the latter case, upon maturity, the account will be converted to a regular share account and receive earnings at the rate then paid on regular share deposits. The rate of earnings for any renewal terms, shall be at the rate the Credit Union is then offering on the same accounts in this class. If you instruct us not to renew your account, then no dividends will be paid after the stated maturity date.

Partial Withdrawal. No partial withdrawal will be permitted at any time that would result in a principal balance of less than the required minimum opening deposit.

Common Features On All Accounts

Nature of Dividends. The Credit Union pays dividends from current income and available earnings, after required transfers to reserves at the end of the dividend period, thus dividends are not guaranteed. The Dividend Rate and Annual Percentage Yield set forth in the Schedule are prospective rates and yields the Credit Union anticipates paying for the applicable dividend period.

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

Transfer and Assignment. Ownership of an account is not transferable without the written consent of the Credit Union. The Credit Union may, before giving its consent, use any of the funds in this account to repay any debt due it from any named account Owner. Your accounts may be pledged to secure your existing or future obligations owed to this Credit Union.

Fees and Charges. The fees and charges set forth in the Schedule may be assessed against your account(s).

Par Value Requirements. The Par Value of a membership Share, which must be fully paid to become a Member or maintain membership or to receive and maintain any accounts or services with us is set forth in the Schedule. The sum of your membership Share shall be paid into and retained in your savings or other appropriate account.

Transaction Limitation on All Accounts. No Member may withdraw any amount on deposit below the amount of their primary or contingent liability to the Credit Union if they are delinquent as borrower, co-maker, or guarantor, without the Credit Union's written permission. Further, if your account(s) are pledged to us to secure any loan obligation, then you must pay, or, with our permission, renew the loan before any principal or dividends may be withdrawn or transferred. If we allow you to renew a loan secured by such a pledge, you may be required to renew any pledged account or leave the funds on deposit with us until the loan is paid or we specifically release the funds.

UNIFORM COMMERCIAL CODE FUNDS TRANSFERS AGREEMENT AND DISCLOSURE

Summary and Definitions. This Agreement governs the movement of funds by means of funds transfers defined in Article 4A of the Uniform Commercial Code, Subpart B of Regulation J of the Board of Governors of the Federal Reserve System (generally referred to as "Fedwire" or "wholesale" wire transfers), and as may be applicable the operating rules for the National Automated Clearing House Association ("NACHA"). This Agreement does not apply to any Transaction or any part of any Transaction governed by the Electronic Funds Transfer Act and Regulation E. To the extent that the terms of this Agreement vary from the other agreements or disclosures in this Agreement, this Agreement shall govern. Further, to the extent that this Agreement varies any provision of Article 4A, Regulation J or the operating rules of NACHA, this Agreement shall govern, except where specifically prohibited by applicable law.

Services Available. You authorize us to transfer funds in accordance with your request(s) to and from your account(s) with us, or to and from another institution. Transfers shall be made according to any security procedures we deem appropriate or as specifically agreed upon as provided herein. We may debit any of the accounts you designate as a source of payment for funds transfers and any related fees and service charges. We will have no obligation to accept or execute any payment order if (1) the account(s) from which it is to be made does not contain sufficient available collected funds; (2) the payment order is not authorized or does not comply with applicable security procedures; or (3) acting in good faith we have reasonable cause for rejecting the payment order.

Person(s) Authorized to Make Transfers. You agree that you, any joint Owner of an account, or any person authorized by a written Instrument by you or any joint Owner, that is acceptable to us, may initiate, request, cancel, amend or verify transfers on your account(s). We may rely on the authority of any person(s) designated by you or any joint Owner until we receive written notice revoking or modifying that authority.

Security Procedure(s). We may establish security procedures to verify the authenticity of a payment order. You agree that the authenticity of payment orders may be verified using that security procedure unless you notify us in writing that you do not agree to that security procedure. In that event, we shall have no obligation to accept any payment order from you or other authorized parties on the account until you and the Credit Union agree in writing to an alternate security procedure. You authorize us to record any telephone communications regarding any transfer order, which we may maintain for any period of time we deem appropriate.

Time Limitations for Acceptance of Orders. We may establish and change cut-off times for the receipt and processing of funds transfer orders, amendments or cancellations. Our transfer business days and cut-off times are set forth in the Schedule, as amended from time to time. Transfer orders, cancellations or amendments received after the cut-off time may be treated as received on the next following funds transfer business day, and processed accordingly. Your request for transfer(s), amendment(s) and cancellation(s) is considered accepted when executed by us.

Cancellation or Amendment of Transfer Request(s). You may not be able to cancel or amend a request after it is received by us. However, we may, in our sole discretion, use reasonable efforts to act on your request for cancellation or amendment. Any request for cancellation or amendment is subject to applicable security procedure(s). We shall have no liability if such cancellation or amendment is not effected. Furthermore, you agree to indemnify and hold us harmless from any and all liabilities, costs and expenses we may incur in attempting to cancel or amend any transfer.

Member Instructions Identifying Beneficiary or Financial Institution. You acknowledge and agree that when you provide us with the name and account number when requesting a transfer, that payment may be made solely on the basis of the account number even if the account number identifies a beneficiary different from the beneficiary named by you. Further, payment instructions identifying a beneficiary's financial institution name, routing and transit number may result in payment solely on the basis of the routing and transit number even if the name of the institution does not correspond to said numbers. You further agree that your obligation to pay the amount of the wire transfer to us is not excused in such circumstances. Likewise, wire transfers received by us for your benefit may be paid by us solely on the basis of account number.

Account Statements and Notices. All transfers subject to this Agreement will be reflected on your periodic account statement(s). Notification of receipt of all such transfers will be provided by including such item in the periodic account statement(s) we provide to you. You may inquire whether a specific transfer has been received at any time during our normal business hours.

You agree to review each statement or other notice for any discrepancies in connection with transfers. If you think a transfer is not authorized, wrong, or if you need more information about a transfer, you must contact us in writing upon discovery of the error or within 30 days after you receive the first notice or statement that reflects the discrepancy you allege, whichever is earlier. Failure to do so will relieve us of any obligation to pay interest or otherwise compensate you for the amount of any unauthorized or erroneous transfer.

Method Used to Make the Wire Transfer. We may select any means for the transmission of funds we consider suitable, including but not limited to the Credit Union's own internal systems or Fedwire. Any subsequent financial institution may also use Fedwire. Any use of Fedwire shall be governed by applicable Fedwire regulations. The Credit Union is not responsible for performance failure as a result of an interruption in transfer facilities, labor disputes, power failures, equipment malfunctions, suspension of payment by another party, refusal or delay by another financial institution to accept

the transfer, war, emergency conditions, fire, earthquake or other circumstances not within our control.

Limitation of Credit Union's Liability. In addition to any defense or exception from liability provided in this Booklet or applicable law, the Credit Union shall not be liable in any case for any special, indirect, exemplary, consequential or punitive damages (including lost profits). Further, we shall in no case be responsible for the payment of any attorneys' fees or other legal expenses whatsoever. If we become obligated to pay dividends to you under applicable law, you agree that the dividend rate shall be equal to the dividend rate applicable to the account on which the transfer was made.

Notice of Receipt of ACH Items. Under the operating rules of the National Automated Clearing House Association which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item, and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

Provisional Payment. We may in our sole discretion give you a credit for automated clearing house (ACH) payments or wire transfers before we receive final settlement of the funds transfer. We reserve the right to reject any such payment or transfer without liability to you. Any such credit is provisional until we receive final settlement. If we do not receive such settlement, we are entitled to a refund from you in the amount provisionally credited.

Choice of Law. We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with Utah law and as provided in the operating rules of the National Automated Clearing House Association.

MOUNTAIN AMERICA FEDERAL CREDIT UNION PRIVACY STATEMENT

Our Commitment to Privacy

Mountain America Federal Credit Union has created this privacy statement in order to demonstrate our firm commitment to safeguarding the privacy of our members and other consumers who provide us with nonpublic personal information.

Information we collect about you

We collect nonpublic personal information about our members and other consumers only for lawful business purposes, or as otherwise required by applicable law. The categories of nonpublic personal information which we collect from you are as follows:

- Information we receive from you. Examples of such information would include, but not be limited to: (i) information you provide on applications to become a member or applications to obtain loans, credit cards, or other financial products and services, and (ii) information we collect about you from our website. (see "About our website")
- Information about your transactions with us or our affiliates. Examples of such information would include, but not be limited to: (i) account balance information, payment history, overdraft history, and credit or debit card purchase information, and (ii) the fact that you are, or have been, one of our members or have obtained a financial product or service from us.
- Information about your transactions with nonaffiliated third parties. Examples of such information might include, but would not be limited

to, information which we or our agents obtain in compliance with the Fair Credit Reporting Act and other applicable law. Such information might be obtained for the purpose of collecting on loans or for other reasons.

- Information from a consumer reporting agency. Examples of this would include the information listed on your credit report.

Information we disclose about you

We share the nonpublic personal information we have collected about members, former members, and consumers with our affiliate, Mountain America Financial Services, Inc. (“MAFS”). MAFS, which is a credit union service organization that is wholly owned by us, provides the following services:

- Insurance services.
- Brokerage services.
- Mortgage services.

We may also share the nonpublic personal information we have collected about you with nonaffiliated third parties with whom we have joint marketing agreements. Before entering into joint marketing agreements with nonaffiliated third parties, we require them to safeguard the nonpublic personal information relating to our members, former members, and consumers, and to comply with all applicable privacy laws.

Information Security Practices

We take reasonable precautions to protect nonpublic personal information that members, former members, and other consumers provide to us. We restrict access to nonpublic personal information to: (i) our employees, (ii) employees of our affiliates, and (iii) the nonaffiliated third parties identified above who need to know that information in order to provide products or services to you, to collect delinquencies, or to otherwise appropriately deal with your accounts. We also maintain physical, electronic, and procedural safeguards to protect your nonpublic personal information.

Notices and Joint Relationships

Except where expressly required by applicable law, we will provide all notices to the member who is listed first on the account. Notices will be mailed to the address on the account. If the member has agreed to receive notices and disclosures electronically, then we may send all such notices and notifications to the e-mail or Internet address provided by such member. All joint owners, borrowers, and guarantors agree to the receipt and sufficiency of any notice or notification sent in accordance with the terms of this paragraph.

About our website

Mountain America Federal Credit Union collects the following information for the purposes of contacting our members to provide requested products and information, the marketing of other credit union products and services, the reporting of web statistics, and the monitoring of products and equipment:

- Internet Service Provider (ISP) address
- Failed log-on attempts
- Password
- eMail address
- Clickstreams
- Access time and date
- User name

- Mailing address
- Telephone number

To enhance the personalization and performance of our members' experience, our Internet home banking product utilizes so-called 'cookies,' which are very small files that a website sends to the member's browser for record-keeping purposes. Cookies function as identification cards, recording passwords and preferences. Cookies cannot be executed as code, nor can they deliver viruses. Browsers can be set to deliver a message when a cookie has been sent, allowing the member to decide whether to accept or reject it. In order to tailor website content to our members' interests, all cookies must be accepted. **All of our cookies are temporary, which means that they are active only as long as the member's browser is running. Cookies expire when the session has ended.**

Mountain America's Internet home banking is encrypted and has security measures in place to protect against the loss, misuse, and alteration of information. All sensitive transactions use Secure Socket Layer (SSL) encrypted network transmissions. Physical access to critical systems and network components is limited to specifically authorized personnel. Backups of data stores are maintained in a secure, off-site location that utilizes secure access controls. Information collected on www.macu.com or in connection with Online Branch Internet home banking is not sold to third parties.

Beyond Our Control

Our website contains links to other websites. Mountain America Federal Credit Union is not responsible for the privacy practices or the content of the linked websites, and encourages members to read the privacy statements of all linked websites in order to become acquainted with their specific privacy practices.

How to Contact Us

For questions and comments regarding this privacy statement, please e-mail Mountain America Federal Credit Union at macumail@macu.com or call 801.325.6228.

Modification

Mountain America Federal Credit Union reserves the right to modify, change, or amend this Privacy Statement at any time without notice other than as expressly required by applicable law. Since privacy practices may change over time, please check www.macu.com regularly to view the most current version of our privacy statement.

Revised 12/2009