



# MEMBERSHIP AGREEMENT



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# MOUNTAIN AMERICA FEDERAL CREDIT UNION

## MEMBERSHIP AGREEMENT

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**Notice to Members:** The laws and regulations governing the financial services we provide are complex. To ensure you understand our relationship with you, we provide this detailed agreement that explains both your responsibilities and ours. **This Membership Agreement includes an Arbitration and Waiver of Class Action, which substantially limits your right to bring a legal action in a judicial forum or to bring an action as part of a class.** Please read this document carefully, and feel free to ask any questions regarding these terms and conditions.

**The English language version of this Agreement shall be controlling in all respects and shall prevail in case of any inconsistencies with the translated version or mistranslation, if any. Any translated version of this Agreement is provided only as a convenience to our Members and shall not govern.**

## INTRODUCTION

This document and any other documents we give you pertaining to your account(s) explains the rules that 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, acknowledge 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, 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” means 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. The following capitalized terms when used in this Account Agreement shall have the meaning as set forth below:

**Access Device** means any card, electronic Access Device and/or any codes, passwords or personal identification numbers (PINs) 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 use any of your account services. If you authorize anyone to use your Access Devices, the 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 Savings Share to be a Member.

**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.

**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 setoff, and otherwise, Share(s) means all deposits in any savings, checking, club, money market, certificate, P.O.D., revocable trust or custodial account(s), whether jointly or individually held—regardless of contribution—that you have on deposit now or in the future, all of which are deemed general deposits. 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.

**Share Drafts** include checks and other Instruments drawn on your account(s) or submitted for deposit or collection.

**Transaction** means any deposit, order, transfer, payment, purchase via Point-of-Sale 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 certificate; 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.

**Limitation of Services and Facility Access.** The availability of Member services and/or access to Credit Union facilities for Members who engage in threatening, abusive, disruptive, obscene, harassing or illegal behavior or otherwise injure any person or damage property while on Credit Union premises or at any Credit Union function may be limited. The Credit Union reserves the right to deny services or onsite access, or to expel from its Membership any Member who verbally or physically harasses Credit Union employees in any manner, in accordance with the Policies and Bylaws of the Credit Union.

**Unlawful Internet Gambling Enforcement Act.** The Unlawful Internet Gambling Enforcement Act of 2006 prohibits businesses from disbursing payments in connection with unlawful internet gambling. Under the Act, any person engaged in the business of betting or wagering (as defined by the statute) is prohibited from completing restricted Transactions or knowingly accepting payments in connection with the participation of another in unlawful internet gambling. The Credit Union will not open accounts for any business involved in this type of activity. However, as required by law, we monitor all account activity and will restrict any Transactions connected with unlawful internet gambling. If unlawful internet gambling activity is detected, the account may be restricted or closed.

**Controlled Substances Act.** The Credit Union will not open any business accounts involving dispensaries, agents, businesses (including companies maintaining a material vendor relationship with such companies) supporting the use or distribution of any Schedule I controlled substance listed under the Controlled Substances Act (21 U.S.C.A § 812), including, but not limited to, medical or recreational marijuana and synthetic marijuana (spice). As required by law, the Credit Union will monitor all account activity and will restrict any business account Transactions connected with controlled substances. If controlled substance activity is detected, the account may be restricted or closed.

**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 is otherwise specifically provided herein or our other specific written agreements with you, all Transactions after our daily cut-off time and on days that are not our business days as set forth in the Credit Union's Truth In Savings Rate and Fee Schedule (Fee Schedule) will be treated, transmitted, recorded, etc., as applicable and appropriate as if received on the next business day 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 received by us, and we shall have no responsibility until we 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 and credit advances as well as other contractual, equitable and statutory obligations that are 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 Savings Share 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, and to provide you with marketing communications related to the same, you agree that we are authorized to verify financial information, data and employment history by any means. This

information is obtained from multiple data sources, including obtaining a consumer report by a consumer reporting agency. You agree that this authority applies to any account, account-related service, loans or other financial products you request or that 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. By providing your mobile number, you agree to receive recurring payment reminder text and voicemail messages at the mobile number provided. Messages may be sent using an automated system and message frequency may vary. Message and data rates may apply. You may opt out of receiving text messages at any time by replying STOP to any message.

**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 1.5 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 ten [10] items) to be prepared in bulk (batch) before accepting the deposit. This is done by providing two (2) 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 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 Fee 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 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-presentment), and in so doing, we may permit the payer 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 (e.g., 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 perform 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 in the event of a discrepancy, whether the deposit or payment was made with or without an envelope, that amount verified by the Credit Union using all records available, whether it be an envelope, written receipt, deposit slip or electronic receipt, is the correct amount. 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, automated clearing house (ACH) 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 transferred. 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 Policy 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.

**Certificate.** Any certificate account offered by the Credit Union is subject to the terms of this Agreement and any account receipt or documentation that are incorporated herein by reference. Individual Retirement Account (IRA) certificate 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).** 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.

**Idaho Medical Savings Account (State Tax-Deductible Savings).** Eligibility requirements, contributions to and payments from your MSA are subject to the rules determined by the Idaho State Tax Commission. A primary Share is required to open this secondary account. There are no special documents to complete, and the Credit Union is not required to monitor or report to the Internal Revenue Service other than dividends earned on this account. MSA funds cannot be pledged as security for loans. Funds in this account are not available for Linked Account Protection to other accounts.

**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: (1) all Transactions must occur as transfers between the sweep account and business checking account, (2) ATM Transactions are not permitted, (3) cash, checks, cashier's checks, ACH or other items may not be directly drawn against the business sweep account, and (4) 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 Fee Schedule.

Fees applicable to all accounts and account services are set forth in this Agreement or the Fee 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 Fee Schedule. You agree that we may change this Agreement or the Fee 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 each account, including account services, loans and all other services. 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 Lienholders.** 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 presented to your account for payment.

**Checks.** Each day, checks drawn on your account and presented to us for payment will be processed in lowest to highest check serial number order. A check presented for payment in a branch may have funds held until the check is processed through the Federal Reserve.

**ACH Payments.** Each day, the Federal Reserve sends us files with ACH payments. These include, for example, automatic bill payments and other electronic payments. We will process ACH payments from the lowest to highest dollar amount order by

Transaction type. A written stop payment order (SPO) will remain in effect until either: (a) you withdraw the SPO; or (b) the debit Transaction is returned, or if the SPO applies to more than one debit Transaction from a specific originating party, all such debit Transactions are returned.

**Point-of-Sale (POS) Debit Card Transactions.** POS Transactions occur when you use your debit card to purchase goods and services. There are two (2) types of POS Transactions: PIN and Signature. In a PIN Transaction, you use your debit card and enter your PIN at the time of the sale. They are similar to ATM withdrawals because money is usually deducted from your account immediately at the time of the Transaction. In a Signature Transaction, you make a purchase with your debit card and do not enter your PIN, but you are instead asked to sign for the purchase. In these situations, the merchant may seek prior authorization for the Transaction. When that happens, the Credit Union will place a temporary hold against the available funds in your account. We refer to this temporary hold as an authorization hold, and the amount of the authorization hold will be subtracted from your available balance. Authorizations are deducted from your available balance but not your current balance as they are received by us throughout each day. At some point after you sign for the Transaction, it is processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after you signed for it, depending on the merchant and its processing company. These payment requests are received in real time throughout the day and are posted to your account as they are received.

**ATM and other cash withdrawals** are processed as they occur.

**Overdrafts.** An overdraft occurs if the available balance in your account is not sufficient to cover a Transaction or multiple Transactions at the time the Transaction is presented to us for payment. Overdraft Transactions may be paid or returned unpaid for non-sufficient funds depending on whether your account has (1) Linked Account Protection, (2) Standard Overdraft Privilege, or (3) Overdraft Privilege Opt-In for debit card Transactions. If the item or Transaction is returned unpaid you will be charged an unpaid item fee (Unpaid Item Fee), as set forth in our Fee Schedule. Except as described below, if the item or Transaction is paid by the Credit Union, you will be charged an Overdraft Fee, as set forth in our Fee Schedule. More than one Overdraft Fee may be charged against the account per day, depending on the Transactions that are submitted to the Credit Union for payment. The total combined Unpaid Item and Overdraft Fees will not exceed five (5) per day. The Credit Union reserves the right to pursue collection of previously dishonored items at any time. Except as otherwise agreed to in writing, the Credit Union, by covering one or any overdraft, does not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time. If the Credit Union pays a Transaction that causes you to overdraw your account, you agree to pay the overdraft amount immediately.

Linked Account Protection, Standard Overdraft Privilege, and Overdraft Privilege Opt-In for debit card Transactions are not available for all deposit account types as set forth in the Credit Union's Truth In Savings Rate and Fee Schedule (Fee Schedule).

**Linked Account Protection.** If you have requested a Linked Account Protection plan for your account, and the Credit Union has approved, the Credit Union may honor drafts drawn on insufficient funds by transferring funds from a Share account, another deposit account, or loan account as you have directed. Except for interest rates on loan accounts, there is no Fee if overdrafts are paid with a Share or loan account.

**Standard Overdraft Privilege.** If the account does not have an available balance sufficient to cover the Transaction at the time it is presented for payment and Linked Account Protection has not been set up, is exhausted, or not available, then the Credit Union may pay the item on your behalf if you are eligible for Standard Overdraft Privilege. Standard Overdraft Privilege covers ACH and account drafts, but excludes debit card Transactions, except as set forth below. If an overdraft item is paid with Standard Overdraft Privilege, then the Credit Union will charge an Overdraft Fee to your account in accordance with our Fee Schedule.

**Overdraft Privilege Opt-In for Debit Card Transactions.** Overdraft Privilege Opt-In for debit card Transactions will cover your ACH and account drafts, as well as your debit card Transactions if you choose to opt-in by providing affirmative consent online, in the branch or over the phone. If an overdraft debit card Transaction is paid with Overdraft Privilege Opt-In for debit card Transactions, then the Credit Union will charge an Overdraft Fee to your account in accordance with our Fee Schedule. However, if the account had sufficient available funds at the time of initial authorization of the debit card Transaction, then no Overdraft Fee will be charged.

**Overdraft Privilege Eligibility.** 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 twenty-four (24) hours, (2) not being in default on any loan or other obligation to the Credit Union, (3) not being subject to any legal or administrative order or levy, and (4) the account par value is maintained in the Savings Share, the Credit Union will have the discretion to pay within the Overdraft Privilege limits. Payment by the Credit Union is a discretionary courtesy and not a right of the account holder or an obligation of the Credit Union.

If applicable, you may opt-out of Linked Account Protection at any time in the branch or over the phone. If applicable, you may opt-out of Standard Overdraft Privilege and/or Overdraft Privilege Opt-In for debit card Transactions at any time in digital banking, in the branch, or over the phone. If you wish to keep Overdraft Privilege Opt-In for debit card Transactions, you must also keep Standard Overdraft Privilege. However, you may opt-out of Overdraft Privilege Opt-In for debit card Transactions and keep Standard Overdraft Privilege only.



**Important Information Regarding Available Balance.** Your checking account has two (2) kinds of balances: the current balance and the available balance. Both can be checked when you review your account online, at an ATM, by phone or at a branch. The Credit Union authorizes and pays Transactions using the available balance in your account. Thus, if your available balance is not sufficient to cover a Transaction at the time it is presented to us for payment, any available Linked Account Protection and/or the amount of the Overdraft Privilege limit, may be used to authorize and pay it. Overdraft Fees for Overdraft Privilege will be assessed based on the available balance at the time an item is presented for payment. However, if the transaction was a debit card Transaction and the account had sufficient available funds at the time of initial authorization, then no Overdraft Fee will be charged. Therefore, it is important to understand how the two (2) balances work so that you know how much money is in your account at any given time. This section explains current and available balances and how they work.

Your **current balance** is the amount of money that is in your account at any given time. It reflects payment Transactions that have posted to your account, but not payment Transactions that have been authorized and are pending. It also reflects the full amount of all deposits, even though some portion of a deposit may be on hold and may not be available to you (see the Funds Availability Policy of this Membership Agreement).

Your **available balance** is the amount of money in your account that is available for you to use. The available balance will account for holds placed on deposits (see the Funds Availability Policy) and pending Transactions (such as pending Signature debit card purchases) that the Credit Union has authorized but that have not yet posted to your account.

It is very important to understand you may still overdraw your account even though the available balance appears to show there are sufficient funds to cover a Transaction you want to make. This is because your available balance may not reflect all your outstanding checks and automatic bill payments you have authorized, or other outstanding Transactions that have not been paid from your account.

In addition, your available balance may not reflect all your debit card Transactions. For example, if a merchant obtains our prior authorization for a payment but does not submit the Transaction within three (3) days (or the time specified by law), the authorization hold will be removed and your available balance will not reflect the amount of the pending Transaction.

In addition, the amount of an authorization hold may differ from the actual payment because the final Transaction amount may not yet be known to the merchant when the authorization request is submitted. For example, if you use your card at a restaurant, a hold will be placed in the amount of the bill presented to you, but when the Transaction posts, it will include any tip you may have added to the bill. This may also be the case when you swipe your debit card at gas stations, hotels and other retail establishments. We cannot control how much a merchant asks us to authorize or when a merchant submits a Transaction for payment.

We encourage you to make careful records and practice good account management, which may help you 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 you 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 that 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 that 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 (SPO).** If you don't want us to pay a specific written Instrument such as a personal check, you can ask us to place a 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 the check is in transit.

An 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 an SPO from any Owner regardless of who signed the Instrument or otherwise authorized the Transaction. An SPO may be released by any account Owner.

We will charge you a service charge for any SPO as set forth in the Fee Schedule, which 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 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 or 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 SPO. This means 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 SPO. If available, any SPO 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, garnishment, 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's 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). **For purposes of a garnishment, execution, or levy, an account will be deemed to be located in every state in which the Credit Union now or in the future maintains a branch office.**

**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 emailed to you as an attachment, or you will be sent an email notice 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. Emails from us will be sent to the email 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 financial institution, which may be available to you for a fee as set forth in the Fee Schedule.

**Your Duty of Examination.** (Consumer Accounts) 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.

**Business Liability for Business-to-Business ACH Transactions.** The National Automated Clearing House Association (hereafter referred to as NACHA) sets rules regarding liability and reporting requirements on ACH Transactions submitted through their network.

We follow these rules when determining liability and the time periods in which a Transaction can be disputed. When a Transaction is a business-to-business Transaction, and is determined to be fraudulent, the business must report the Transaction to Mountain America within two (2) business days. Transactions reported after two (2) days may not be considered for reimbursement by Mountain America and other means available to the business will need to be explored.

**Business Liability for Unauthorized Drafts.** A business must report the draft as fraudulent within one (1) business day of the item posting to the account. Items reported after this time may not be considered as a reimbursable event by us and must be recovered by other means if possible.

**Commercially Reasonable Security Features Available on Business Accounts.** We provide business members with several different options to add to the security of your business account. All transmissions of payment orders via digital banking are encrypted. Out of band authentication codes are sent for sensitive Transaction types. The codes must be entered back into the system to complete the function.

We offer extensive access controls for those who have been given access through a "sub user" login. These controls include the ability to block many functions, set Transaction limits and require approval from another company employee. Positive Pay is available on all business accounts. We offer ACH debit and check positive pay services. By using these services, you can make return decisions on checks or ACH Transactions that

may not be authorized. By informing us of the checks issued and maintaining a list of companies authorized to debit the account, business members have the capability to greatly reduce the risk of payment fraud on your account. These services are available upon request.

You understand the importance of your role in preventing misuse of your accounts through digital banking. You agree to promptly review Transactions either through online account activity or through our positive pay products. You agree to protect the confidentiality of your account and account number, login and passwords. Your password and login ID are intended to provide security against unauthorized entry and access to your accounts.

Notwithstanding our efforts to ensure the services are secure, you acknowledge that the internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing digital banking, or email transmitted to and from us will not be monitored or read by others. You agree to notify us immediately if you believe any login IDs and/or passwords have been lost, stolen, used with or without your permission or otherwise compromised. To make this notification, call our service center immediately.

**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 email 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, email 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 Fee 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, 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).** You may terminate an account or service 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 as specified in the Fee Schedule, 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 Fee Schedule. Prior to terminating membership, the Credit Union will review all Shares with fund availability owned by the primary member and transfer the required par value to make the Savings Share whole. If no such funds exist, the Credit Union will terminate the account. If the account cannot be terminated due to outstanding balances, loans or any other reason, the account may be frozen until the par value is obtained.

**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 accountholder, all funds on deposit shall be paid according to the express instructions in the Membership Application (e.g., Payable on Death Beneficiary). If no express beneficiary(ies) is provided, then all funds on deposit will be paid to the estate of the accountholder. 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, and 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 Credit Union 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: (1) through no fault of ours, your account does not contain enough money to make the Transaction, (2) circumstances beyond our control prevent the Transaction, (3) your loss is caused by your negligence or another financial institution, or (4) the money in your account is subject to a 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 (i.e., 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.

**ARBITRATION AND WAIVER OF CLASS ACTION.** You and the Credit Union agree that we shall attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts, or the products or services the Credit Union has provided, will provide or has offered to provide to you, and/or any aspect of your relationship with the Credit Union (hereafter referred to as the Claims). If that cannot be done, then you agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision (Arbitration Agreement), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association (AAA) in accordance with its applicable rules and procedures for consumer disputes (Rules), whether such Claims are in contract, tort, statute or otherwise. The Rules can be obtained on the AAA website free of charge at [www.adr.org](http://www.adr.org), or a copy of the Rules can be obtained at any Credit Union branch upon request. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim, by: (1) making written demand for arbitration upon the other party, (2) initiating arbitration against the other party, or (3) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION AND ANY APPEAL THEREFROM). This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf.

**Selection of Arbitrator.** The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules and must have experience in the types of financial Transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, and if you and we do not agree on a substitute forum, then you can select the forum for the resolution of the Claims.

**Effective Date.** This Arbitration Agreement is effective immediately upon opening of any account at the Credit Union.

**Arbitration Proceedings.** The arbitration shall be conducted within fifty (50) miles of your residence at the time the arbitration is commenced. Any Claims and defenses that can be asserted in court can be asserted in the arbitration. The Arbitrator shall be entitled to award the same remedies that a court can award. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed. The Credit Union shall pay for any filing, administration and arbitrator fees imposed on you by the AAA.

Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.

**Class Action Waiver.** ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.

**Severability.** In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable.

If you have questions about AAA procedures, check AAA's website ([www.adr.org](http://www.adr.org)) OR call AAA at 1-800-778-7879.

**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, 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 when 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-party 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 on our depository resolution form. The parties identified in the resolution will be the only parties 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 to authorized officers or signers. The changes must be executed on our paperwork by a current principal of the organization, designated on our resolution. Should the current principals no longer be available, then we will review other supporting documentation, and at our discretion, choose whether to accept it as valid. Any changes are not valid until the new resolution has been fully executed by the new principals 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. Real Estate Trust accounts and accounts under the Interest on Lawyer Trust account and Utah Association of Realtors Housing Opportunity Fund Programs require a primary business account relationship. Except as set forth below, Payable on Death (POD) beneficiary designation or other designation shall not apply to the accounts of organizations or businesses. Proprietors and single-member LLCs 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, 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 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 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(s) 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 our 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 setoff 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 and 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 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 UTMA/UGMA, 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 an appropriate court order or instructions from a person authorized by law to withdraw funds. 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. Upon the requirements of the appropriate state's governing statute, the custodian shall transfer in an appropriate manner the custodial property to the minor or minor's estate. 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.

**Minor 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 and who shall be jointly and severally liable to us for any applicable fees, as set forth in the Fee Schedule. 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 we 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.

Upon reaching the age of eighteen (18), continued use of the account by the prior minor will be considered a ratification of the Membership Agreement by said minor unless disaffirmed within six (6) months of turning eighteen (18). Whether disaffirmed or not, the prior minor and all joint owners, will remain responsible for all transactions occurring after turning eighteen (18).

**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 (EMAIL) 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 records**). 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 email us as set forth in the Fee Schedule.

**Equipment and Software Requirements.** To receive electronic records and to access our home banking services, you need a computer with internet access and a web browser (such as Internet Explorer, Chrome, Safari, Firefox or equivalent). Use and access to our online/electronic banking services requires the use of a browser that supports 128-bit encryption. You are responsible for the setup and maintenance of your home computer and internet service provider, which support 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 emailing us, you represent you have such equipment and software and 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 you may encounter. The Credit Union suggests you routinely scan your personal computer (PC) 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 keypad, 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 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 we may in our discretion store all records electronically, and 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 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 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.

**Email and Facsimile Communications.** You acknowledge and agree the internet is considered inherently insecure. Therefore, you agree 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 email 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 email or other electronic communication and may respond to an email at either the address provided with the communication, the email address in your Membership Application or any other application or written communication received by us.

Any account Owner, co-borrower or Authorized user may change the email 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 emails 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 given to us if a communication cannot be authenticated to our satisfaction.

Further, the Credit Union may not immediately receive email communications you send. Also, we will not take action based on email 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 email 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 Fee 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. The 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 website and the electronic services we provide (excluding linked sites) are controlled by the Credit Union and/or our access service provider (ASP). The Credit Union's principal office is located in the State of Utah, which law governs this Agreement. You may choose to access our website and electronic services from any location. We make no representation that any information, materials or functions included in our website or via our electronic services 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 all agreements, 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.

**Automated 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) up to \$500.
- Check the balances in your account(s).
- Transfer funds between your account(s).
- Make deposits/payments at designated ATMs.

**Debit/Point-of-Sale (POS) Transactions.** If we approve your Application for an ATM debit/POS, Visa® check card or other electronic Access Device, you may use your Card/Access Device to purchase goods and services at 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 document 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 lesser of \$9,500, or the available balance in your designated checking account, plus any available balance or credit under the Linked Account Protection source (if applicable), plus your Overdraft Privilege limit (if applicable), 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 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:

- **Payments.** You can make payments on your loans with the Credit Union directly from your savings or checking accounts.
- **Within Credit Union Transfers.** You can arrange to transfer funds between your savings and checking accounts.
- **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.

**Business-to-Business Account Transfers.** We may allow Members to set up online electronic transfer access between their business account and other various personal or business accounts. This service is provided as a convenience to our Members. Transfers between multiple business and personal accounts may subject the business and individual to greater IRS audit scrutiny. Transfers can have the appearance of co-mingling of business and personal funds. If not handled properly, such transfers may jeopardize the legal barrier established to protect the individual assets of organization and LLC Members, Limited Partners or Stockholders against lawsuits. At a minimum, the Credit Union recommends keeping a well-documented audit trail with proper accounting to explain the purpose of a transfer. Consider the tax and legal issues carefully before transferring funds between separate businesses you own.

**Telephone Transactions.** You may access your accounts through our telephone banking system. You must use your Access Device and account number to access your accounts. You may use the telephone banking system 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 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 Banking (Internet Network Connection).** You may access your accounts through the online banking service with a PC. You must use your access code along with your account number to access your accounts. You may use online banking 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 using Bill Pay.
- Make external account-to-account (A2A) transfers from your savings and checking to or from another financial institution.

**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, and 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 effectively posted before we are open for business on the date scheduled for the payment or other Transaction. Therefore, you are responsible for ensuring 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 set forth in 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, other electronic terminal location or 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 Bylaws 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 Fee Schedule. You agree to pay the Credit Union the fee in effect at the time for all copies 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 remove ATMs, other electronic terminal locations or 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 POS 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. 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 that occur as a result of insufficient or uncollected funds on an account.
- Any Transaction that occurs on your account(s) that 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, that 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 Fee 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 Fee 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 on 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. Further, we may reduce the limit for POS Transactions during any interruption in the electronic connection between the Credit Union and the retail

outlet. 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 Fee Schedule are in addition to any ATM withdrawals.

**ATM Transactions.** Because of the servicing Fee Schedule and processing time required in ATM operations, there may be 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.

**Telephone Banking System.** Your accounts can be accessed through our telephone banking system, which is available at any time seven (7) days per week. There may be some down time. Except as is otherwise provided in the Fee Schedule or limits under other agreements with us, you may make funds 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 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 Banking (Internet Network Connection).** You may make Online Banking Transactions at any time seven (7) days per week. There may be some down time. Except as is otherwise provided in the Fee Schedule or limits under other agreements with us, you may make funds 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 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 Banking).** You may make Bill Pay Transactions subject to the limitations in the Bill Payment User Guide and this document. The Credit Union will not process any Bill Pay 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 Pay transfer within one (1) business day of 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 we 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 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 website. 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 (6) 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. Certain Transactions may require written confirmation of the SPO to be made within fourteen (14) days of any oral notification. If we do require written confirmation, the oral SPO shall cease to be binding fourteen (14) days after it has been made. This means the preauthorized payment and future preauthorized payments to the payee you identify may be paid by us from your account(s) after the fourteenth (14) day until written notice is received.

A written SPO will remain in effect until either: (a) you withdraw the SPO; or (b) the debit transfer is returned, or if the SPO applies to more than one debit transfer from a specific authorization, all such debit transfers are returned.

If you order us in writing to stop a preauthorized transfer three (3) 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 ATM or a POS terminal.

- **Direct Deposits.** You can call or write us at the telephone number or address listed in the Fee 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 banking 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 and provide the total amount due.

**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 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 another 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, (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, (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 Fee Schedule.

**In Case of Errors or Questions about Transactions.** (Consumer accounts) In case of errors or questions about your electronic transfers, call us at the phone number or write us at the address listed in the Fee 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 and 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 to the address listed in the Fee 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 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 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 use of the money during the time it takes for us to complete our investigation. We will correct the error, if any, within one (1) business day after determining 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 POS 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 Time Period Adjustment for Withdrawals by Cash or Similar Means.** If you believe a Visa check card Transaction was unauthorized, we will recredit your account within five (5) business days for the amount you think is in error so 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 Transactions.** Tell us AT ONCE if you believe your Access Device has been lost or stolen. Calling is the best way to minimize possible losses. You are responsible for all transfers you authorize using an electronic funds transfer service under this Agreement. If you permit other people to use an electronic funds transfer 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). 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 zero (\$0) 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 sixty (60) days after your statement posting date.

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 fifty dollars (\$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 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 fifty dollars (\$50) for any unauthorized line of credit Transaction.

Also, if your statement shows transfers 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 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 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 us at the phone number or write us at the address or email address set forth in the Fee Schedule. You can also notify us via card manager in the mobile app or online banking. 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 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 at the phone number or write us at the address listed in the Fee Schedule. You can also notify us via card manager in the mobile app or online banking. If you recover your card/Access Device after you have notified us, DO NOT USE IT.

**Foreign Transaction/International Service Assessment Fee (ISA Fee).** Non-U.S. dollar Transactions made in foreign countries (a.k.a. multi-currency Transactions) or with merchants located in, or processing Transactions in, foreign countries (including online Transactions, even if they are initiated in the United States) will be billed to you in U.S. dollars. Conversion to U.S. dollars is determined by a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date. This rate may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date.

U.S. dollar Transactions made in foreign countries (a.k.a. single-currency Transactions) or with merchants located in, or processing Transactions in, foreign countries (including online Transactions, even if they are initiated in the United States) will be billed to you in U.S. dollars.

You will be charged an ISA fee of one percent (1%) of the Transaction amount for all card Transactions made in or with merchants located in, or processing Transactions in, foreign countries (including online Transactions, even if they are initiated in the United States). The ISA fee will appear as a separate line on your statement for each applicable Transaction.

Transactions conducted in a U.S. Territory, on a U.S. military base, or within a U.S. Embassy or Consulate will not incur an ISA fee. Credit Vouchers (also known as Returns) and Cash Reversals are not subject to a foreign Transaction fee or ISA fee.

## FUNDS AVAILABILITY POLICY

### When Your Funds Are Available for Withdrawal

The Funds Availability Chart applies to funds deposited into a checking account. The schedule does not apply to certificate or savings account deposits. This policy establishes when funds from your deposits (of cash, electronic deposit, or negotiable instrument) are available for withdrawal. In the chart, the term "business day" includes every day, except Saturdays, Sundays, and federal or state holidays.

In some cases, we will not make all the deposited funds available on the same day as the day of the deposit. In these instances, we will notify you at the time of deposit and 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 delay availability of your funds after you have left the branch location, we will provide notice to you no later than one (1) business day after the delayed availability of funds.

Funds Availability schedule applies to funds deposited into a checking account. The schedule does not apply to deposits into certificate or savings accounts. The following chart is provided as a guideline only. Any reasonable cause to doubt collectability, emergency conditions, and repeat overdrafts may result in longer holds.

**Foreign Checks.** The Credit Union does not process checks drawn on financial institutions located outside the U.S. (foreign checks).

**Funds Availability Chart**

Normal Availability		
When the deposited item is...	And the deposit is...	Then the availability is...
Cash On-us items Electronic payments U.S. Treasury check U.S. Postal money orders State or local government checks Federal Reserve bank or Federal Home Loan Bank check Certified/cashier's check	Deposited in person to the named payee's account Or Verified on-us items Or Preauthorized (direct deposit)	Same or next business day
U.S Treasury check U.S. Postal money order State or local government checks Federal Reserve bank or Federal Home Loan Bank check Certified/cashier's check	Deposited into account other than named payee Or Not deposited in person by the payee	By the second business day
Local checks	Deposited in person to the named payee's account Or Deposited into account other than named payee Or Not deposited in person by the payee	First \$225 of overall deposit available by next business day; remainder available by second business day
ATM deposits	Deposits at a Mountain America ATM	By the second business day
	Deposits at a non-Mountain America ATM	By the fifth business day

Check deposits over \$5,525—Large deposits (excludes new accounts & on-us checks)	Check deposit amount over \$5,525	Subject to large deposit exception table
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New Accounts—During the First 30 Calendar Days		
When the deposited item is...	And the deposit is...	Then the availability is...
Cash On-us items Electronic payments	Deposited in person Or Verified on-us items Or Preauthorized (direct deposit)	By the same or next business day
U.S. Treasury check Traveler's checks U.S. Postal money order State or local government checks Cashier's checks Certified checks Checks drawn on Federal Reserve system or Federal Home Loan Banks	Amounts up to \$5,525 deposited in person and deposited into the named payee's account	By the next business day
	Amounts up to \$5,525 not deposited in person and deposited into named payee's account	By the second business day
	Amounts over \$5,525	By the ninth business day
Local checks	Deposited in person to the named payee's account Or Deposited into account other than named payee Or Not deposited in person by the payee	First \$5,525 by the second business day; remainder available by the ninth business day



Large Deposit Check Exceptions (New Accounts & On-Us Checks Excluded)		
When the deposit item is...	And the deposit is...	Then the availability is...
U.S. Treasury check U.S. Postal money orders State or local government checks Federal Reserve bank or Federal Home Loan Bank check Certified/cashier's check	Deposit in person to the named payee's account Or Verified on-us items Or Preauthorized (direct deposit)	First \$5,525 of overall deposit available by same or next business day; remainder by the seventh business day
U.S Treasury check U.S. Postal money order State or local government checks Federal Reserve bank or Federal Home Loan Bank check Certified/cashier's check	Deposited into account other than named payee Or Not deposited in person by the payee	First \$225 of overall deposit available by next business day; next \$5,300 of overall deposit available by second business day; remainder available by seventh business day
Local checks	Deposited in person And Deposited into the named payee's account	First \$225 of overall deposit available by next business day; next \$5,300 of overall deposit available by second business day; remainder available by seventh business day

**Remote Deposit Checks For Business.** Once approved for the Remote Deposit Capture (RDC) program, you may use the services to deposit checks into your Credit Union account(s) subject to the terms of the RDC Agreement. Deposits made through the service normally post to your account one (1) hour after they are processed. Deposits made after 3:00 p.m. MT may not post until the next business day. Discretionary holds may occur on new accounts or based on Credit Union discretion up to seven (7) business days.

**Mobile Deposit On Personal Accounts.** For checks deposited through mobile deposit, some or all funds will generally be made available the second business day after the day of deposit, except in the case of a discretionary hold described herein. Discretionary holds may occur on new accounts or based on Credit Union discretion up to seven (7) business days.

**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 (2) sub accounts. If your checking account is a type on which dividends are paid, your dividend calculation will remain the same. Otherwise, the type savings sub account will be non-dividend 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 dividend 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 Fee Schedule provided with this document. The dividend rate and APY may change at any time, 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 Fee Schedule. The Dividend Period (Period) for each of your accounts is set forth in the Fee 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 will not receive the accrued or uncredited dividends.

**Balance Information.** Any minimum deposit to open an account, and the minimum daily balance you must maintain to avoid service fees and to earn the APY stated for your account is set forth in the Fee Schedule. Dividends are calculated by the daily balance method that applies a periodic rate to the daily balance in your account for the Period. The 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, Account 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.

**Certificate Accounts (Standard Certificates [including IRA certificates], Growth Certificates, Christmas Club Certificates, Youth Certificates) Rate Information.** The dividend rate and APY on your account are stated in the Fee Schedule and/or your certificate documentation. The APY reflects the dividends to be paid on your account based on the dividend rate and the frequency of compounding for an annual period. The dividend rate and APY are fixed and will be in effect for the term of the certificate. The APY assumes that dividends will remain on deposit until maturity.

**Compounding and Crediting on Certificate Accounts.** If you elect to have dividends paid to the certificate, they will be credited monthly, becoming part of the principal balance, and are not eligible for withdrawal without incurring a penalty. Dividends will be compounded and credited for each account as set forth in the Fee Schedule. However, if you elect to have dividends paid to an alternative Share, the dividends will not compound on the principal, thus reducing your earnings. The annual percentage yield assumes that dividends will remain in the certificate until maturity.

**Minimum Balance Requirements.** The minimum deposit required to open any certificate account is set forth in the Fee Schedule. You must maintain a daily balance equal to or greater than the minimum opening deposit to obtain the disclosed APY and avoid any service charges set forth in the Fee Schedule.

**Balance Computation Information.** Dividends are calculated by the daily balance method, which applies a periodic rate to the daily balance in your account for the Period. The 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 non-cash items (e.g., checks) to your certificate. Dividends will begin to accrue on cash deposits on the business day you make the deposit to your account. If you close your certificate account before a dividend is paid, you will not receive the unpaid dividends. Withdrawals prior to the certificate's maturity are subject to penalties as set forth in the Early Withdrawal Penalties section.

**Transaction Limitations.** In addition to any other applicable limitations described in this document, after a certificate account is opened, you may not make deposits into or withdrawals from the certificate account until the maturity date disclosed on the certificate agreement. Exceptions on deposits apply to Youth, Growth and Christmas Club certificate accounts (refer to the Fee Schedule).

**Maturity Date.** Your account will mature on the date stated in your certificate documentation or any Renewal Notice the Credit Union 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 certificate agreement. Dividends deposited to the certificate 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 balance is withdrawn before the maturity date, the Credit Union may charge you a penalty. Penalties for early withdrawal will be provided to you in the certificate agreement given at the initiation of the certificate and are as follows:

- If your certificate has an original maturity of twelve (12) months or less, the penalty will equal ninety (90) days of dividends on the amount withdrawn.
- If your certificate has an original maturity of more than twelve (12) months and less than forty-eight (48) months, the penalty will equal 180 days of dividends on the amount withdrawn.
- If your certificate has an original maturity of forty-eight (48) months or greater, the penalty will equal 365 days of dividends on the amount withdrawn.

The penalty will be calculated based on the dividend rate paid for the certificate. The penalty will, if necessary, be taken from the principal amount of the certificate. 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 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 certificate account will automatically renew at the effective rate offered at the time of renewal for the same term identified as the renewal term on your certificate document. If the certificate has reached its maturity date and auto-renew was not selected, the certificate principal and all compounded dividends will deposit back into the Share listed on your certificate document. The Credit Union reserves the right to give the Owner written notice that the account will not be renewed. If either you or the Credit Union prevents renewal, dividends will not accrue after the final maturity.

**Grace Period.** If your certificate was set up with an auto-renew option, you will have a grace period of ten (10) calendar days after maturity to withdraw the funds from the certificate without being charged an early withdrawal penalty. The grace period will immediately expire upon any modification and/or withdrawal from the certificate.

**Forfeiting Dividends.** You have the right to elect to forfeit your dividends. This election can only be chosen at the time of initial set up. If you elect this as an option, then no dividends will be paid to you. Once selected, this option **cannot** be changed.

### **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 APY set forth in the Fee 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 to 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 Fee Schedule may be assessed against your account(s).

**Par Value Requirements.** The par value of a Membership Savings Share, which must be fully paid to become a Member or maintain Membership or to receive and maintain any accounts or services is set forth in the Fee 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 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 to reject 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 time period 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 Fee 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 business day following the funds transfer 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 put into effect. 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, 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 or wrong, or if you need more information about a transfer, you must contact us in writing upon discovery of the error or within thirty (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 dividends 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. Any subsequent financial institution may 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 Agreement 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 NACHA 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 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, and the originator will not be considered to have paid the amount of the credit entry to you.

**Choice of Law.** We may accept on your behalf payments to your account which have been transmitted through one or more ACHs 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 NACHA.