Contents

<table>
<thead>
<tr>
<th>AGREEMENT TERMS AND DISCLOSURES</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. This is an Agreement between You and Your Credit Union</td>
<td>1</td>
</tr>
<tr>
<td>2. Organization of Your &amp; Our Agreement</td>
<td>2</td>
</tr>
<tr>
<td>3. Membership in the Credit Union</td>
<td>2</td>
</tr>
<tr>
<td>4. Account Ownership &amp; Survivorship Features</td>
<td>2</td>
</tr>
<tr>
<td>5. Account Access &amp; Transactions</td>
<td>4</td>
</tr>
<tr>
<td>6. Your Checking Account</td>
<td>5</td>
</tr>
<tr>
<td>7. Deposits to Your Account</td>
<td>7</td>
</tr>
<tr>
<td>8. Your Dividends/Interest &amp; Rates</td>
<td>8</td>
</tr>
<tr>
<td>9. Our Services &amp; Related Fees</td>
<td>8</td>
</tr>
<tr>
<td>10. Account Insurance Coverage</td>
<td>9</td>
</tr>
<tr>
<td>11. Lost Checks, Drafts &amp; Cards—Notice &amp; Participation</td>
<td>9</td>
</tr>
<tr>
<td>12. Membership, Account, Service &amp; Transaction Information</td>
<td>9</td>
</tr>
<tr>
<td>13. All Accounts are Non-Negotiable, Non-Assignable &amp; Non-Transferable</td>
<td>9</td>
</tr>
<tr>
<td>14. Notice by Us to You &amp; Notice by You to Us</td>
<td>9</td>
</tr>
<tr>
<td>15. Your Statement About Your Account(s), Services &amp; Obligations</td>
<td>9</td>
</tr>
<tr>
<td>16. Changes to this Agreement</td>
<td>10</td>
</tr>
<tr>
<td>17. Exceptions to this Agreement</td>
<td>10</td>
</tr>
<tr>
<td>18. Lien &amp; Security Interest in Account Funds</td>
<td>10</td>
</tr>
<tr>
<td>19. Full Payment Checks</td>
<td>10</td>
</tr>
<tr>
<td>20. Legal Action Against Your Account for Funds or Information</td>
<td>10</td>
</tr>
<tr>
<td>21. Your Obligations to Us</td>
<td>11</td>
</tr>
<tr>
<td>22. Our Responsibility for Errors</td>
<td>11</td>
</tr>
<tr>
<td>23. Accounts Determined Inactive</td>
<td>11</td>
</tr>
<tr>
<td>24. Funds Presumed Unclaimed Property</td>
<td>11</td>
</tr>
<tr>
<td>25. Closing Your Account &amp; Terminating Services</td>
<td>11</td>
</tr>
<tr>
<td>26. Termination of Your Membership at the Credit Union</td>
<td>11</td>
</tr>
<tr>
<td>27. Deceased Account Owners, Claims &amp; Transactions</td>
<td>11</td>
</tr>
<tr>
<td>28. Your Irrevocable Waiver of Your Rights to Make Testamentary Dispositions from Any of Your Accounts</td>
<td>12</td>
</tr>
<tr>
<td>29. This Agreement and State &amp; Federal Law</td>
<td>12</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FUNDS AVAILABILITY DISCLOSURES</th>
<th>12</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. General Policy</td>
<td>12</td>
</tr>
<tr>
<td>2. Reservation of Right to Hold</td>
<td>12</td>
</tr>
<tr>
<td>3. Holds on Other Funds</td>
<td>12</td>
</tr>
<tr>
<td>4. Longer Delays May Apply</td>
<td>12</td>
</tr>
<tr>
<td>5. Special Rules for New Accounts</td>
<td>12</td>
</tr>
<tr>
<td>6. Foreign Checks</td>
<td>13</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ELECTRONIC FUND TRANSFER DISCLOSURES</th>
<th>13</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. EFT Services</td>
<td>13</td>
</tr>
<tr>
<td>2. Service Limitations</td>
<td>13</td>
</tr>
<tr>
<td>3. Security of Personal Identification Number</td>
<td>14</td>
</tr>
<tr>
<td>4. Member Liability</td>
<td>14</td>
</tr>
<tr>
<td>5. Business Days</td>
<td>14</td>
</tr>
<tr>
<td>6. Fees and Charges</td>
<td>14</td>
</tr>
<tr>
<td>7. Right to Receive Documentation</td>
<td>14</td>
</tr>
<tr>
<td>8. Account Information Disclosure</td>
<td>14</td>
</tr>
<tr>
<td>9. Credit Union Liability for Failure to Make Transactions</td>
<td>14</td>
</tr>
<tr>
<td>10. Termination of EFT Services</td>
<td>15</td>
</tr>
<tr>
<td>11. Preauthorized Electronic Fund Transfers</td>
<td>15</td>
</tr>
<tr>
<td>12. Notices</td>
<td>15</td>
</tr>
<tr>
<td>13. Billing Errors</td>
<td>15</td>
</tr>
<tr>
<td>14. ATM Safety Notice</td>
<td>15</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>WIRE TRANSFER AGREEMENT</th>
<th>15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Important Information about Procedures for Opening a New Account</td>
<td>16</td>
</tr>
</tbody>
</table>

| PRIVACY POLICY | 17 |
The word “change” means to revise any information concerning an account or service, any change to an owner, agent, trustee or successor trustee concerning an account or service, or termination of a service with us according to this Agreement. Any owner or trustee acting alone may change an account or service. You may conduct a transaction by any means that

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M SA Part 2 • December 2016 • 1
we allow, such as in person, by phone, at an Automated Teller Machine (ATM), our services that can be accessed online, or by debit card, ATM card, credit card or mail.

The word “trustee” means a person serving as a fiduciary (trustee) for a revocable or irrevocable living trust who has opened the account on our Member Service Agreement for a Trust Part 1 (MSAFAT Part 1). A trustee can conduct transactions on an account, can change, add, close or terminate an account or service according to this Agreement.

d. Right to Rely on this Agreement.

You acknowledge the receipt of and agree to the terms, responsibilities and liabilities of this Agreement given to you in person, downloaded from our website, or mailed to you. In Part 1 of this Agreement, you acknowledge that if this Agreement includes the Funds Availability disclosures, Electronic Fund Transfer disclosures, Rate and Fee disclosures, Privacy Policy, and any changes that we make to them from time to time. To reduce costs for all members, you agree that we may optically scan, image, film or electronically capture (as technology allows) the image of your original Part 1 and revised Part 1s as applicable (and all related forms and documents that pertain to your account(s) and services), and agree that the electronic copy of Part 1 is (and all related forms and documents are) binding on you and us. You may request a copy of your Part 1(s) (or other form we use) and any related form(s) and document(s) anytime we are open for business. You further understand that you may initiate, change, add, close or terminate your accounts, services or membership with us at any time according to terms of this Agreement.

For all transactions on an account or use of a service, and for any initiation, change, addition, deletion or termination of an account or service, you agree that not only do we rely exclusively on the terms of Parts 1 and 2 of this Agreement, our Bylaws, and any changes we make to these documents from time to time. Further, you understand that any changes you make to your existing account(s) and services and any additional accounts or services that you request will also be governed by Parts 1 and 2 of this Agreement, our Bylaws and policies, and any changes we make to them from time to time.

When you open a savings account under an account number assigned to you by us, the ownership and/or survivorship features of the savings account apply to all your other accounts opened (added) under that account number (see Provision 4, regarding account ownership and survivorship features). If you would like to open and own one or more accounts with different ownership and survivorship features than your savings account, please tell us and we will assist you in obtaining an additional account number for the account(s), which may be opened on a new Part 1 account form (or other form we use).

Upon your request, when we allow you to open an account without completing a Part 1 account form (or other form that we use), you agree that the ownership and/or survivorship features of the account are governed by the ownership and/or survivorship features of your savings account (see Provision 4, regarding account ownership and survivorship features). You understand that you may reconfirm, and/or obtain a Part 1 account form that substantiates, the ownership and/or survivorship features of the account by contacting us anytime we are open for business.

Finally, for your convenience and upon request, if you open, initiate, change, add or close an account or service by phone or in person (or if we allow, online), you understand and agree that the appearance (or removal) of that account on your periodic statement confirms your request for (or removal of) that account and/or service, that you have verified whether the account and/or service was opened, initiated, changed, added, closed or terminated correctly, and that the account and/or service is governed by Parts 1 and 2 of this Agreement, our Bylaws and policies, and any changes we make to them from time to time. You understand that you may reconfirm and obtain a Part 1 account form or a revised Part 1 account form (or other form we use) that indicates that you have opened, initiated, changed, added, closed or terminated an account and/or service by phone (or if we allow, online) by contacting us anytime we are open for business.

e. Part 1 Controls Account Ownership & Survivorship Features.

Depending on the accounts and related services you have selected, we may provide you with periodic statements and maturity notices that contain account information. Further, you may call us with questions about your account(s) and services anytime we are open for business. You may also be able to access information about your account(s) and services online. You understand that statements, notices, online access to your account(s) and transactions based on our data-processing system without review of your Part 1 may not include all the information about your account(s), and do not control the ownership and survivorship features of your account(s). You understand and acknowledge that only your most recently signed and dated Part 1 account form (or other form we use) contains the controls of the number of owners, agents or trustees on your account(s), and the ownership or survivorship features of the account. To confirm the specific ownership and survivorship feature information of any account with us, please request us to refer to and provide you with a copy of your most recently signed and dated Part 1 account form (or other form we use) (in addition to previously signed and dated Part 1 account form(s) as applicable) for that account.

In order to reduce costs and expenses for all members of our Credit Union, you agree that if you have updated a fully completed and signed Part 1 that does not require us to refer to prior copies of our Part 1 (or other form that we use) for contract or compliance purposes, we can permanently destroy [i.e. shred and recycle] any prior Part 1(s) and/or related documents.

f. How Accounts are Titled.

Accounts are generally titled so that the name used on the account matches the Social Security Number or Employer Identification Number you have provided for the account in order to satisfy legal and data processing requirements. Upon your request, we can provide a full description, explanation or legal advice you need in Part 1 of this Agreement to explain the purpose of the account and/or the ownership of the funds held in the account.

2. Organization of Your & Our Agreement

In Part 1 of your and our Agreement (the account form), you have provided us with your information to apply for membership, selected the ownership and survivorship features that apply to your account and/or service(s) and indicated whether your account number (see Provision 2, regarding account ownership and survivorship features). You understand that if you have updated a fully completed and signed Part 1 that does not require us to refer to prior copies of our Part 1 (or other form that we use) for contract or compliance purposes, you may use the Part 1 account form to initiate, change, add, close or terminate accounts and/or services, and may require you to sign a Part 1 account form (or other form we use) for any of your account and/or service requests.

This Part 2 of this Agreement explains the specific terms, responsibilities and liabilities of Membership, account opening and related services with us. It is organized chronologically, starting with important terms and definitions that you should know about this Agreement, followed by membership, creation or initiation of accounts and related services, account and service maintenance and change features, and finally addresses a) previous expiration, b) information we obtain about you from your account, with four (4) important disclosures that also affect your account and services: the Funds Availability disclosures, Electronic Fund Transfer disclosures, Privacy Policy and Rate and Fee disclosures. Again, should you have questions or need an explanation about any provision of this Agreement or any legal advice you need in Part 1 of this Agreement, please request us to refer you to a representative at 303-977-2274 or toll free at 800-828-2274 during business hours and we will be happy to answer your questions.

3. Membership in the Credit Union

a. Requirements of Membership.

To become a member of our Credit Union you must be in our field of membership as described in our Bylaws or Charter and open and maintain at least one savings account in the minimum required membership savings amount, as described in the Bylaws (or otherwise required).

b. Identification, Social Security Number & Backup Withholding.

To join our Credit Union, open, own, be on an account and apply for or use a service, in addition to providing us with your current name, residential or business street (or physical or postal) address, and indicate whether you are currently subject to backup withholding, you provide us contact information to explain the purpose of the account and/or service(s) and state the name, Social Security Number (SSN) or Employer Identification Number (EIN) (generically referred to as Taxpayer Identification Numbers or TINs). We will further require you to complete IRS reporting purposes that the SSN or EIN are subject to backup withholding, whether or not you are a taxpayer. You agree to provide us with current and accurate information to explain the purpose of the account and/or service(s) for any of your account and/or service requests. If the IRS indicates that there is a problem with the name and number provided by you for the account on Part 1 of this Agreement or otherwise notifies us, your account may become subject to backup withholding. We will notify you to withhold and pay a portion of the dividends, interest or other payments to the IRS.

c. Authorization to Obtain Information.

You agree that we may check your account, employment and credit history, which includes obtaining reports from third parties and credit reporting agencies, to confirm your eligibility for membership, accounts and services we may offer.

d. Denial of Membership.

You understand that we may deny membership to anyone based on any non-prohibited reason or basis, including but not limited to: 1) having caused us a loss, 2) harassment or abuse of our employees, volunteers, members or any affiliated person or organization, 3) having not repaid a loss, 4) lack of acceptable identification, 5) failure to provide current and accurate information to explain the purpose of the account, and can initiate, change, add, close or terminate your accounts, services or membership with us at any time according to terms of this Agreement, followed by membership, creation or initiation of accounts and related services, account and service maintenance and change features, and finally addresses a) previous expiration, b) information we obtain about you from your account, with four (4) important disclosures that also affect your account and services: the Funds Availability disclosures, Electronic Fund Transfer disclosures, Privacy Policy and Rate and Fee disclosures. Again, should you have questions or need an explanation about any provision of this Agreement or any legal advice you need in Part 1 of this Agreement, please request us to refer you to a representative at 303-977-2274 or toll free at 800-828-2274 during business hours and we will be happy to answer your questions.

4. Account Ownership & Survivorship Features

Upon opening an account, you acknowledge that we have explained and that you have selected your choice for the ownership and survivorship features for that account in Part 1 of this Agreement (the account form). You may open an account either by yourself, referred to as a “one owner account,” or with another person or persons, referred to as a “multiple owner account.” You may also open an account as a trustee, custodian, representative payee, attorney-in-fact, estate representative, guardian, conservator or receiver, or in Provision 2. You understand that if you fail to properly open an account or initiate a service you understand that we may use and require you to sign a Part 1 account form (or other form we use), on which we may note the new account or service and include the word “Original” on the new Part 1 account form. You understand that when you open a savings account under an account number assigned to you by us, we will assign you one or more accounts opened (added) under that account number. If you would like to open and own one or more accounts with different ownership and survivorship features, you are introduced chronologically, starting with important terms and definitions that you should know about this Agreement, followed by membership, creation or initiation of accounts and related services, account and service maintenance and change features, and finally addresses a) previous expiration, b) information we obtain about you from your account, with four (4) important disclosures that also affect your account and services: the Funds Availability disclosures, Electronic Fund Transfer disclosures, Privacy Policy and Rate and Fee disclosures. Again, should you have questions or need an explanation about any provision of this Agreement or any legal advice you need in Part 1 of this Agreement, please request us to refer you to a representative at 303-977-2274 or toll free at 800-828-2274 during business hours and we will be happy to answer your questions.
voryship features than your savings account, please tell us and we will assist you in obtaining an additional account number for the account(s), which may be opened on a new Part 1 account form (or other form we use).

a. One Owner Accounts.
A one owner account is an account owned by you alone, which you as the account owner alone, may open and own an account in the name of an owner and may conduct transactions in the account and can be claimed by your legal representative or claimant subject to the terms of this Agreement. You understand that it is your responsibility (and not ours) to inform your legal representative(s) about your account(s) with us. Alternatively, you can designate a power of attorney as your legal representative or claimant subject to the terms of this Agreement. Upon your death, the beneficiary(s)/POD payee(s) will be entitled to the funds in the account (subject to the terms of this Agreement) upon proof of your death and the beneficiary’s/payer’s identification. If you designate more than one beneficiary/POD payee on the account, each will be entitled to their or its equal share of the funds in the account, which will be determined by dividing the amount of the funds in the account by the number of beneficiaries/POD payees designated on the account, and will own those funds without right of survivorship (which means that the deceased beneficiary’s/POD payee’s share of the funds in the account would go to his or her estate). You understand that it is your responsibility (and not ours) to inform any person or organization that he, she or it is a beneficiary/POD payee on your account(s). If a beneficiary/POD payee on the account dies before you, it is your responsibility to notify us and change the account accordingly. Please be aware that your beneficiary/POD payee designations made on Part 1 of this Agreement do not apply to Individual Retirement Accounts (IRAs) or any account life savings insurance, which have separate beneficiary designations.

b. Multiple Owner Accounts.
A multiple owner account is an account owned by two or more persons who possess equal rights to conduct transactions on, initiate, change, add, close and/or terminate the account and/or related services. Each account owner with right to access the account must agree that person is an owner of the account who may conduct transactions, initiate, add, close or terminate the account and/or a service acting alone. If you request us to place an owner on the account who has not signed the Part 1 account form (or other form we use), you agree that the account owner’s authority to act as your representative payee on the account (subject to the terms of this Agreement) upon proof of your death and the representative payee/payer’s identification. If you designate more than one owner as representative payee on the account, each will be entitled to their equal share of the funds in the account which will be determined by dividing the amount of the funds in the account by the number of owners designated on the account, and will own those funds without right of survivorship (which means that the deceased owner’s payee’s share of the funds in the account would go to his or her estate). You understand that it is your responsibility (and not ours) to inform any person or organization that he, she or it is a beneficiary/POD payee on your account(s). If a beneficiary/POD payee on the account dies before you, it is your responsibility to notify us and change the account accordingly. Please be aware that your beneficiary/POD payee designations made on Part 1 of this Agreement do not apply to Individual Retirement Accounts (IRAs) or any account life savings insurance, which have separate beneficiary designations.

Any owner acting alone may conduct transactions on the account, and each owner is authorized to agree to any transactions on the account and/or related services. Each owner with right to access the account must agree that person is an owner of the account who may conduct transactions, initiate, change, add, close or terminate the account and/or a service acting alone. If you request us to place an owner on the account who has not signed the Part 1 account form (or other form we use), you agree that the account owner’s authority to conduct transactions on the account will be disbursed according to this Agreement. Upon your death, the beneficiary(s)/POD payee(s) will be entitled to the funds in the account (subject to the terms of this Agreement) upon proof of death and the beneficiary’s/payer’s identification. If you designate more than one owner as beneficiary/POD payee on the account, each will be entitled to their or its equal share of the funds in the account, which will be determined by dividing the amount of the funds in the account by the number of beneficiaries/POD payees designated on the account, and will own those funds without right of survivorship (which means that the deceased owner’s/POD payee’s share of the funds in the account would go to his or her estate). You understand that it is your responsibility (and not ours) to inform any person or organization that he, she or it is a beneficiary/POD payee on your account(s). If a beneficiary/POD payee on the account dies before you, it is your responsibility to notify us and change the account accordingly. Please be aware that your beneficiary/POD payee designations made on Part 1 of this Agreement do not apply to Individual Retirement Accounts (IRAs) or any account life savings insurance, which have separate beneficiary designations.
fact has been placed on the account as an owner or agent, though to do so we may require you to notify us in writing and we may require you to change Part 1 of this Agreement, or close the account. To assure that we carry out your wishes, if you need to seek legal or professional advice to address an issue, you agree to indemnify and defend us against and hold us harmless from any loss, damage, claim or liability as a result of unauthorized acts of a fiduciary upon which we rely prior to any actual notice of any change that affects the account. You understand that we may require any person associated with the estate, guardian, conservatorship or other fiduciary, legal or court ordered purpose to sign a statement acknowledging the obligation to indemnify and defend us against and hold us harmless from any loss, damage, claim or liability as well as the person’s agreement to this Agreement.

5. Account Access & Transactions

a. Authorized Signatures.

You understand that the signature that you provide to us on Part 1 of this Agreement is essential to us in identifying you and allowing you to access and/or conduct authorized transactions on the account and/or use an account related service. Any person who signs Part 1 of this Agreement as an owner, trustee or agent may conduct transactions on the account or use the services provided with the account.

b. Transaction Options & Required Forms.

You may conduct transactions on your account by any means we permit, including in person, by check or debit card, telephone, automated teller machines (ATMs), the mail, automatic transfer or our services that can be accessed online. If we require you to use a specific form to conduct and/or complete a transaction and you do not use that form, for both your and our protection you understand that we may refuse to recognize the transaction(s). Whether the form is completed, performed or completed or not, you are responsible for any loss or liability incurred by us as a result of your failure to use a required form or adhering to the terms and responsibilities that are associated with the use of such forms.

3. Account Transfers by Wire or ACH.

We offer wire transfers or Automated Clearing House (ACH) transfers that allow you to send or receive debits or credits to your account. Should you use these services and
receive funds by wire or ACH transfer, you agree to confirm the transfers by reviewing your periodic statement, and understand that we have no duty to notify you when the 
funds are received. While we may conditionally and provisionally credit your account for 
an ACH transfer and an outcome/ultimate outcome of the transfer may not be 
known to us, if you also do not waive your right to refuse the transfer we may reverse the credit to your account or alternatively you agree to 
reimburse us for the amount of the reversed transfer. We may require that wire transfers 
be authorized in writing. When you initiate a wire transfer, you may identify either 
the recipient or any financial institution by name and by account or identifying number. 
We (and any party) may rely on your account or identifying information you answer 
give as the proper identification number, even if it identifies a different person or institution. 
You understand that we may confirm the information on all wire requests before send-
ing the wire. The authorization/authorization (or final) wire transfer will not be stopped. 
If you provide incomplete or incorrect written or oral transfer instructions, we 
will not be responsible for any resulting wire transfer losses, delays or failed transac-
tions. You understand international wire transfers may not be completed for up to 
four weeks or longer due to the nature of the foreign currency and regulations. 

6. Your Checking Account

a. Checks You Write on Your Account, Completion of Checks & 
Your Check Register.

When you write a check drawn on your account, in addition to writing in your payee’s 
name and completing the numerical and written amount sections of the check and sign-
ing the check, you must provide us with the account number (or the account name) and 
after the written amount sections of the check to protect yourself against alterations or 
forged endorsements. Also, when completing the date, payee and amount lines on your 
check, always begin by writing the information at the start of the far left side of these 
lines to avoid leaving any spaces; we will not charge you a fee for closing your account and 
opening a new account when you lose 

b. Use of Our Check Forms.

For your and our protection, we agree to use our check forms provided by our author-
ized vendor; however, we would like to inform you that such security features are very 
important because 1) the security features of the checks help prevent against fraud 
losses, and 2) the forms assist us in determining that it is your check written by you on 
presentment of the check for payment. If you use check forms not provided by our 
authorized vendor, you understand that such non-payment is not wrongful. Alternatively, if you use check forms not provided by 
our authorized vendor, and we pay a check or draft drawn on your account that is not 
our check form, you agree to be responsible for any loss and fees incurred as a result of 
using that check form.

c. Lost or Stolen Checks? Notify Us Immediately!

If your checkbook, a box of checks or any individual check is lost or stolen, contact us 

MSA Part 2 • December 2016 • 5

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whether or not that information is consistent with other information on the check, draft or item. You also agree that we do not fail to use ordinary care in paying any check, draft or item without physically or visually examining checks, drafts or items.

e. Signatures by Family Members, Friends & Employees. If you report that your check has a forged drawer’s signature, and we determine that the check was not written by the payee, we will provide notice that the check has been stopped and return the check to you if you notify us. If you fail to notify us within 10 days after your receipt of the notice that the check has been stopped, we will pay the check and charge you a fee as stated in the Rate and Fee disclosures.

f. Conversion of Checks to Electronic Fund Transfers. In some circumstances, a person, merchant or other organization can convert your check to an electronic fund transfer (EFT) and debit your account. The conversion of your check to an EFT is covered by this Agreement and our Electronic Fund Transfer disclosures, which are part of this Agreement and are provided in this Part 2. You agree that we may honor the EFT and debit your account just as if the original check were presented for payment. Should a person, merchant or other organization convert your check to an EFT, you will have to contact that person, merchant or organization about obtaining a copy of your check. You understand that if we dishonor and return your check to a merchant for insufficient funds, a merchant may try to re-present the check electronically as an EFT. The EFT that represents the dishonored check will be treated as a re-presented check under this Agreement.

g. Dates on Checks. When you write a check, you agree that we may pay the check regardless of the date or language restricting payment to certain periods of time (‘date stated’ or ‘void check’). However, if you notify us that you have no obligation to pay a check presented for payment before its date or more than six (6) months after its date. You understand that the reason dates and/or language restricting payment are ineffective is because 1) if your check is presented electronically it will either not contain the date and/or our processing equipment or systems may not allow us to examine your check for the date, and 2) if we do not pay your check generally any person in possession of the check has up to three (3) years or more to sue you for the full amount of the check (which may include interest and expenses). If you do not want us to pay your outstanding check you may notify us in writing not to pay your stop payment order provides as long as we receive it before the check will expire after fourteen (14) calendar days unless you confirm that notice in writing. Once confirmed in writing the notice will be effective for ten (10) years, and we will charge you a fee as stated in the Rate and Fee disclosures. You understand that we have no duty to notify you when your order will or has expired.

h. Stop Payment Orders on Your Checks. You may request us to stop payment on any check drawn on or ACH debit scheduled from your checking account in a manner we require (which will generally require confirmation in writing). If you notify us to stop payment on a check, that order will be effective only if it allows us a reasonable amount of time to not pay the check or the complete and accurate information about the check and the account as required, may result in payment of the check. If you provide us with timely notice and complete and accurate information about the check and the account as required, we will return the check as postdated and charge you a fee as stated in the Rate and Fee disclosures. If we agree you may provide us with oral notice of the postdated check that will expire after fourteen (14) calendar days unless you confirm that notice in writing. Once confirmed in writing the notice will be effective for ten (10) years, and we will charge you a fee as stated in the Rate and Fee disclosures. You understand that we have no duty to notify you when your order will or has expired.

i. Overdraft Protection Programs. If you own a checking account and are in good standing, you may use our courtesy overdraft program which allows you to overdraw your Regular Checking account up to a set limit of $500 and your Premier Checking or money market account up to a set limit of $1,500. To be in good standing requires that you own a checking account for at least ninety (90) calendar days, be eighteen (18) years of age or older, have a U.S. address, are not delinquent on any other account you have with us, and are not delinquent or inactive. Over the last 3 months you must have deposited amounts greater than or equal to the overdraft limits stated above – $500 for Regular Checking and $1,500 for Premier or Money Market Accounts. Senior managers, directors and volunteers at the Credit Union are not eligible. If you qualify, you may pay your overdrafts up to the set limits shown above and charge a fee as stated in the Rate and Fee disclosures. Transfers from your savings account(s) to your checking account are covered by this Agreement and our Electronic Fund Transfer disclosures (which are part of this Agreement and are provided in this Part 2). Transfers from a loan to your checking account are governed by a separate loan agreement. You agree that we may apply funds directly to your outstanding overdrafts and fees, regardless of the source, which specifically includes directly deposited government entitlements or benefits such as social security deposits.

ii. General Overdraft Payment Program. If you own a checking account and are in good standing, you may use our courtesy overdraft program which allows you to overdraw your Regular Checking account up to a set limit of $500 and your Premier Checking or money market account up to a set limit of $1,500. To be in good standing requires that you own a checking account for at least ninety (90) calendar days, be eighteen (18) years of age or older, have a U.S. address, are not delinquent on any other account you have with us, and are not delinquent or inactive. Over the last 3 months you must have deposited amounts greater than or equal to the overdraft limits stated above – $500 for Regular Checking and $1,500 for Premier or Money Market Accounts. Senior managers, directors and volunteers at the Credit Union are not eligible. If you qualify, you may pay your overdrafts up to the set limits shown above and charge a fee as stated in the Rate and Fee disclosures. This program will not apply to ATM transactions or to non-recurring debit card transactions unless you notify us that you would like to opt in to coverage of such transactions, in accordance with any notification procedures that we may require. If you use this program, we will notify you of the amount paid, including the fee per transaction, and you will have thirty (30) calendar days to reimburse us for paid checks, drafts, items, EFTs and fees. For more information on this program, please contact us at 303-978-2274 or toll free at 800-628-2274.

k. Order In Which Items Are Paid. You understand that when you write or order checks, drafts or items drawn on your account in the manner in which you order them, we will pay the check or item in the order of your date, time of deposit or the time in which you order the check or item. You understand that we do not fail to use ordinary care in paying any check, draft or item without physically or visually examining checks, drafts or items. You also agree that we do not fail to use ordinary care in paying any check, draft or item without physically or visually examining checks, drafts or items.

l. Return of Checks. You understand that if you repeatedly place stop payment orders on your checks that would otherwise be returned for insufficient funds, we may consider that account abuse and may close your account under this Agreement.

m. Stopping Payment On Unused & Lost or Stolen Credit Union Checks. If we give you one of our checks that is either payable to you as the payee or to another person or organization (that you are unable to endorse on the line for the signature of payee or the payee endorses the check to you), you understand it is your sole responsibility to ensure that you want the person or organization to receive payment for the check before you sign (endorse) the check over to that person or organization or give the check to the payee. You further agree that you understand that if you are unable to present the check to the payee, and afterwards do not want that person or organization to receive payment for the check (because you are displeased with the person, organization or the transaction that you used our check for), we will not be able to stop payment on the check. You understand any doubt about your right to order a person or organization to give you a replacement check to the payee, and if one of our checks in your possession is purportedly lost, stolen or destroyed, you agree to sign a statement or notice and either post a bond, provide us with collateral or a security interest in collateral, or wait ninety-one (91) calendar days from the date of the check, to receive a replacement check for your check that was lost, stolen or destroyed. If you purport to destroy a check, to return it to us, you understand that if you fail to notify us within thirty (30) calendar days from the date the check was lost or destroyed, we will not be able to accept that check for the replacement check in a manner we require (which will generally require confirmation in writing), that notice will only be effective if it allows us a reasonable amount of time to not pay the check or the complete and accurate information about the check and the account as required, may result in payment of the check. If you provide us with timely notice and complete and accurate information about the check and the account as required, we will return the check as postdated and charge you a fee as stated in the Rate and Fee disclosures. Transfers from your savings account(s) to your checking account are covered by this Agreement and our Electronic Fund Transfer disclosures (which are part of this Agreement and are provided in this Part 2). Transfers from a loan to your checking account are governed by a separate loan agreement. You agree that we may apply funds directly to your outstanding overdrafts and fees, regardless of the source, which specifically includes directly deposited government entitlements or benefits such as social security deposits.

n. Signatures by Family Members, Friends & Employees. If you report that your check has a forged drawer’s signature, and we determine that the check was not written by the payee, we will provide notice that the check has been stopped and return the check to you if you notify us. If you fail to notify us within 10 days after your receipt of the notice that the check has been stopped, we will pay the check and charge you a fee as stated in the Rate and Fee disclosures.
obtains authorization for a debit card transaction, we place a temporary hold against the funds in the account for the amount of the authorized transaction. In some cases, such as restaurants, gas stations, or car rental transactions, there may be a hold for an initially authorized amount, but the transaction is submitted at a different amount.

i. Determination of Available Balance
Checks and drafts on your account, except for debit card transactions, are paid based on your available balance, and not the actual balance. Debit card transactions are paid based on your actual balance. Your actual balance is the amount of funds in the account at a point in time based on transactions that have posted to the account and your other available balance. The available balance is the amount of funds in the account that are available to pay items presented against the account without incurring an overdraft or non-sufficient funds fee or transferring funds from another account. The available balance is generally equal to the actual balance, less the amount of any holds placed on recent deposits, holds placed for other reasons or fees paid, and holds for pending transactions (such as debit card purchases) that the Credit Union has authorized but that have not yet posted to your account. If an item presented for payment against your account exceeds the available balance, we will treat it as presented against non-sufficient funds even if the actual balance exceeds the amount of the item.

m. Insufficient Funds to Pay a Check
If the funds in your checking account are not sufficient to pay checks, drafts or other items presented and drawn on your account, those checks, drafts and items will be covered by our overdraft procedures and any overdraft service or agreement you have with us. You understand that we have no duty to notify you if there are insufficient funds to pay your check, draft or item. If we pay a check, draft, item or transfer that would overturn your account beyond an agreement or service we have agreed to provide you, it does not mean that we will pay a check, draft, item or transfer that will overturn your account if we have no agreement or service to provide you. When we pay a check, draft, item or transfer that would overturn your account, you agree to repay us the amount of that paid check, draft, item or transfer and any fee for that service immediately or at the latest pursuant to any agreement or service we have agreed to provide you. Should we dishonor and return a check, draft or item, you understand that we may charge your account for any returned check, draft, item or transfer and any fee for that service immediately or at the latest pursuant to any agreement or service we have agreed to provide you. If we pay a check, draft, item or transfer that would overturn your account, you agree to repay us the amount of that paid check, draft, item or transfer and any fee for that service immediately or at the latest pursuant to any agreement or service we have agreed to provide you. Alternatively, if you request us to take a check, draft or item deposited into your account and it turns out that the check, draft or item is not drawn on and presented in your account for the amount of the deposit if a check, draft or item is dishonored, returned or subject to a claim, we may require that a deposit a check, draft or item be deposited into your savings account where a hold will be placed on the funds in the savings account for an indefinite period of time until we can determine if the check, draft or item will be finally paid and not returned or subject to a claim. Alternatively, if you request us to take a check, draft or item deposited into your savings account where a hold will be placed on the funds in the savings account for an indefinite period of time until we can determine if the check, draft or item will be finally paid and not returned or subject to a claim. You understand that when we take checks, drafts or items that you wish to deposit that are not drawn on us, we are providing you a service in that we are saving you the time and expense and the transactions of the check or items to the institution they are drawn on and present them in person for payment. In return for this service, you understand and agree that we may hold the funds represented by your deposit for a period of time, as explained in our Funds Availability disclosures in this Agreement and that are provided in the Rate and Fee Disclosures. If the hold on your deposited funds is for an extended period of time, we will provide you with notice of the status of your deposit and when the funds’ availability will be determined. Alternatively, we may require that a check, draft or item be deposited into your savings account subject to a hold for an indefinite period of time. A hold may be placed on your account, referred to as a "suspense hold", for any other reason. A suspense hold may risk your account not being credited for the check. You understand that you may not deposit any substitute check or similar item that you have created or for which no financial institution has provided the substitute check warrants and indemnity. If you do so, you agree to indemnify us for all losses that we incur in con-

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nection with the substitute check or item. You further agree not to deposit any substitu-
tion check without our consent.

When you endorse a check please make sure that your signature goes on the back of the check at the top edge (and should be no more than one and one-half (1½) inches from the back top edge of the check). Typically you will see a pre-printed space at the top of the back of the check and you should sign your name (endorse-
ment). You agree that we may ignore any other language or markings within or outside of your endorsement space on the check or draft, and that you will be responsible for any loss that results due to a delay or error in processing the check or draft for payment caused by you, us, our agents, or your authorized or unexpended endorsements or markings on your endorsed endorsement space. Please use dark permanent ink (preferable black ink) to endorse your checks. You should also write your account number below the endorsement and, if available, and endorses when making your deposit. You agree that you are responsible for any losses for a check you deposit if you do not use a dark permanent ink when endorsing the check.

f. Acceptance of Checks for Deposit Is a Service to You.

In handling checks, drafts, items or money for deposit or collection, you understand that we are providing you a service in that we are saving you the time and expense of hav-
ing to take the checks, drafts or items to the institution they are drawn on and present-
them in person for payment. While we are pleased to provide you with the service of assis-
ting you in collecting payment for the deposited check, draft or item, you under-
stand and agree that we act only as your agent, and assume no responsibility for the check, draft or item beyond that of the use of ordinary care. We are not responsible for any deposit sent by mail or made at an unstaffed facility (for example, an automated teller machine that is not at a branch) until we actually receive the deposited item or money. We are not liable for the negligence or default of any correspondent or in loss in transit.

You further understand and agree that we have the right to charge your account for any check, draft or item taken for deposit should it become lost in the collection process.

g. Your Options for Direct Deposit.

We offer direct deposit options that allow you to preauthorize deposits to your accounts (such as Social Security, retirement or other government deposits) of preau-
thorize transfers from your accounts with us. You must initiate direct deposits on a di-
rect deposit authorization form acceptable to the issuer of the deposit. You agree that we may refuse and return any or all funds transfers for any lawful reason. Should we be required to return any direct deposit due to a change of address or inability to make a deposit as specified in the direct deposit authorization, we will notify you of the deposit and confirm the amount. The deposit will be returned to your bank as instructed in the direct deposit authorization. We will not be responsible for any delay or error in processing the deposit due to the use of containers other than those authorized by us.

In handling checks, drafts, items or money for deposit or collection, you understand that we are providing you a service in that we are saving you the time and expense of hav-
ing to take the checks, drafts or items to the institution they are drawn on and present-
them in person for payment. While we are pleased to provide you with the service of assis-
ting you in collecting payment for the deposited check, draft or item, you under-
stand and agree that we act only as your agent, and assume no responsibility for the check, draft or item beyond that of the use of ordinary care. We are not responsible for any deposit sent by mail or made at an unstaffed facility (for example, an automated teller machine that is not at a branch) until we actually receive the deposited item or money. We are not liable for the negligence or default of any correspondent or in loss in transit.

You further understand and agree that we have the right to charge your account for any check, draft or item taken for deposit should it become lost in the collection process.

h. When Your Deposits Will Be Credited to Your Account.

Deposits to your account will generally be credited on the business day of the deposit, unless the deposit is made after close of business Monday through Saturday, or on a Sunday if your deposit is made at a branch or unstaffed facility (for example, an automated teller machine that is not at a branch) until we actually receive the deposited item or money. Deposits made by you at unstaffed facilities (for example, an automated teller machine that is not at a branch) will be credited to your account on the day funds are received and processed by us. Deposits of coin or currency will not be finally credited until we have counted the deposit and confirmed the amount. If there is a discrepancy between the amount shown on the deposit slip and the amount we count, we will send a notice of the discrep-
ancy to you in the mail or, if you have so requested, make the notice available to you electronically. Credit to your account for funds deposited is conditional (provisional) until we actually receive final payment. Checks, drafts or items drawn on an institution or organization located outside the United States are handled on a collection basis only and, if accepted for deposit, the deposited funds will likely be held for an extended period of time.

You understand that we have a close of business cut off hour to accept deposits at a branch and a 3:00 pm cut off hour to accept deposits at an ATM or through Remote Deposit Capture. This means that all deposits received after our cut off hour on a day that we are open for business, will be treated as if received on the next business day that we are open. Additionally you should be aware that deposits received on a Sun-
day or holiday, at an ATM or through Remote Deposit Capture on a Saturday, Sunday or holiday, or any day that we are not open for business will be treated as if received on the next business day that we are open.

i. Deposits Made at a Night Depository.

If you make deposits at a night depository, you agree to use envelopes that we may require. You will be liable for any damage to the night depository or delay in crediting deposits due to failure to comply with our instructions. We will not be liable for any delay or failure to notify you of any difference in the amount counted and that shown on the de-
posit ticket. No deposit is considered to have been made until we have removed it and processed it as explained in this Agreement, and a credit has been issued to your ac-
count. You understand and agree that the procedures explained in this Agreement are commercially reasonable, and that if we follow these procedures, we are not negligent in handling items placed into the night depository.

j. Erroneous Deposits to Your Account.

If a deposit or other credit is made in error to your account that you are not entitled to receive, you must advise us of any such error, including giving the financial institution the check, draft or item is drawn on in the provision (that is, say, “provisional”). This means that if we do not receive final payment on any deposit, we will charge your account for the amount of the item and a return fee as stated in the Rate and Fee disclosures. Further, if we incur a fee or any other amount for any deposit, draft or item, you agree to pay such amount (and any interest charges) on the account that you would be responsible for any additional amount thereafter (according to the terms of this Agreement). After we have received final payment, we refer to these deposits as collected items. If any check, draft or item deposited to your account is returned to us unpaid, we have the right to charge back against your account the amount of the unpaid check, draft or item in addition to any fee incurred as stated in the Rate and Fee disclosures, whether the amount of the check, draft or item was available for your use or not (and you understand that you would be responsible for any additional amount thereafter (according to the terms of this Agreement)). If any check, draft or item deposited to your account is returned to us for any reason, we waive your right to any notice of non-payment or dishonor for the check, draft or item. For both your benefit and ours, you agree we may pursue payment of a previously dishonored or undelivered check, draft or item at any time, including giving the financial institution the check, draft or item is drawn on extra time beyond any midnight deadline limits.

Additionally, anyone else makes a claim against us based on a check, draft or item you have deposited (including but not limited to, claims for breach of warranty based on forged or missing endorsements, for alteration or for conversion), we may charge your account for the amount of the check, draft or item and any fees, expenses and costs even if you have already received final credit and have already withdrawn the funds. You further understand and agree that you would be responsible for any additional amount owed therefor according to the terms of this Agreement.

l. Endorsements by Family Members, Friends & Employees.

If you report that your check has a forged endorsement, and we determine that the check was endorsed by some one other than you, you agree that you, your family member, friend or employee. You understand and agree that you, like each member of our Credit Union, are in the best position to address the endor-
sement with your family member, friend or employee, rather than imposing the expense of resolving the matter on all members of the Credit Union.

8. Your Dividends/Interest & Rates

The dividends/interest earned on your account(s), the dividend/interest rates, bal-
ance requirements, annual percentage yields, compounding, crediting and terms are provided to you in this Agreement in the Rate and Fee disclosures and your periodic statement. For the benefit and in the interests of you and all members of our Credit Union, you understand and agree that we may change the account dividend/interest rates and annual percentage yields from time to time as explained in the Rate and Fee disclosures.

9. Our Services & Related Fees

All fees charged against you or your account are for services we provide to you, or as a result of actions you take or transactions you conduct under this Agreement, or a third person’s or private or government organization’s actions against you or your account/s with us. The purpose and amount of each fee is provided to you in the Rate and Fee disclosures and noted in your periodic statement. We charge fees so that each member is responsible for the expense of each service or transaction used or incurred by that member, rather than imposing that cost on all members of the Credit Union. In the in-
terests of you and all members of our Credit Union, you understand and agree that we will not change account fees from time to time and that we will notify you of such changes as required.
10. Account Insurance Coverage
We are committed to providing a safe and sound capital structure through the retention of earnings to assure the protection of our members’ savings and deposits. In addition to the strength of our capital, members’ funds are insured at a minimum of $250,000 per member by the National Credit Union Share Insurance Fund (NCUSIF). Our employees are available to discuss how to maximize your federal account insurance coverage through the use of one owner and multiple owner accounts, beneficiary/POD payee designations, accounts for your living trust and other fiduciary relationship accounts.

11. Lost Checks, Drafts & Cards—Notice & Participation
If a check, one of your checks, your checkbook, or a box of checks is lost or stolen call us immediately at 303-978-2274 or toll free at 800-828-2274. If a credit card is lost or stolen call us immediately toll free at 800-682-6075. If a debit card, ATM card or your personal identification number (PIN) is lost or stolen call us immediately toll free at 800-264-5578. If a debit card, ATM card or your personal identification number is lost or stolen, contact us, provide the information, and we will, within 48 hours, issue you a new card. The funds in the account(s) will ultimately go to an owner’s estate or to a designated beneficiary(s)/POD payee(s). Further, you agree that we may rely exclusively on your most recently signed and dated Part 1 account form(s) as applicable, controls the ownership and survivorship features of your account(s). You understand and acknowledge that only your most recently signed and dated Part 1 account form (or other form we use) in addition to previously signed and dated Part 1 account form(s) as applicable, controls the ownership and survivorship features of your account(s). You understand and acknowledge that only your most recently signed and dated Part 1 account form (or other form we use) in addition to previously signed and dated Part 1 account form(s) as applicable, controls the ownership and survivorship features of your account(s). To confirm the specific ownership and survivorship feature information of any account with us, please request us to provide you with a copy of your most recently signed and dated Part 1 account form (or other form we use) (in addition to previously signed and dated Part 1 account form(s) as applicable) for that account.

12. Membership, Account, Service & Transaction Information
Only an owner, agent or trustee specifically named on an account is entitled to and can access information concerning membership, the account, a service or a transaction related to the account. If there are multiple owners, agents or trustees on an account, any owner, agent or trustee may obtain or consent to the release of all information about the account, a service or a transaction pertaining to that account. You understand and agree that you will be charged a research fee for any time spent by us addressing your information request concerning your account or related services, as stated in the Rate and Fee disclosures.

We will not release your information to anyone without your consent unless they present us with a valid subpoena, summons, search warrant or court order (and potentially for the federal government a certificate of compliance), or can satisfactorily prove to us that the disclosure of your information is permissible under federal and state law. You understand and agree that you may be charged a research fee for any time spent by us addressing a request on your behalf where you have not provided a transaction pertaining to that account, as stated in the Rate and Fee disclosures, rather than imposing that cost on all members of the Credit Union. To protect your and our interests, if we need to seek legal or other professional advice to review any documentation presented to us in connection with a transaction associated with the account, a service or a transaction, we reserve the right to charge a fee for such advice. Further, you understand and agree that you may be charged a research fee for any time spent by us addressing your information request concerning your account or related services, as stated in the Rate and Fee disclosures.

In the event we incur a loss on and/or a crime or potential crime is committed concerning your account(s), service(s) or transaction(s), you agree to cooperate with any person and/or organization with a business or law enforcement interest in the loss and/or crime or potential crime. You further understand and agree that your rights to continue to use your account(s), service(s) and retain your membership may be conditioned upon your cooperation with any person and/or organization with a business or law enforcement interest in the loss and/or crime or potential crime, unless otherwise required. To protect you and all other members of the Credit Union, if a crime or potential crime is committed against you and/or us pertaining to your accounts, loans or any related accounts you agree that providing one statement mailed or e-mailed to you online as requested, by an owner or trustee is sufficient for all owners and trustees of the account. For convenience, security, loss prevention and expense reduction purposes for you and all members of our Credit Union, we encourage you to use electronic periodic statements which can be accessed and reviewed online, and which you can sign up for by contacting us during business hours at 303-978-2274 or going to our website at www.ccu.org. If you do not receive or cannot access your periodic statement, you agree to notify us within four (4) calendar days of the time you regularly receive or access your statement to allow us to assist you to avoid any fees. You further understand and agree that your statement is correct for all purposes and that we have no liability to you for any transaction on your account(s) unless you notify us within the time periods for unauthorized transactions, errors or irregularities as explained in this Agreement.

When you write a check drawn on your account and the check is paid, we own and retain the check. If the check is returned to us by the bank in which it was placed to us available to you upon request for a fee as stated in the Rate and Fee disclosures. You acknowledge that both your statements and copies of your checks are made available to you on the date the statement is mailed to you or, if you have so requested, when we mail the statement available to you electronically online. You agree to keep a copy of your original check in order to verify its validity when it is paid. If you request us to pro-
vide you with an original check or sufficient copy, you agree that we may provide an electronic image of the original check, sufficient copy or substitute checks.

b. Your Responsibility to Look at Your Statement for Errors & Fraud.

It is your responsibility to look at every statement and notify us of any and all unauthorized transactions, errors or irregularities as soon as possible. We may require you to confirm your notification in writing and assist us in addressing the transaction, error or problem. You are liable for any altered, forged, unauthorized or unsigned check, draft or item drawn on your account. If you do not notify us within forty (40) calendar days of the mailing or electronic sending or posting of the statement containing the notice of any altered, forged, unauthorized or unsigned check, draft or item; or (2) someone could not reasonably detect the alteration or forgery, such as the unauthorized use of facsimile signatures. You assume this liability because you, as the owner or trustee of the account and drafter of the check, draft or item, are in the best position to detect any altered, forged, unauthorized signature or unsigned check, draft or item drawn on your account. As explained in Provision 6.a., you can determine an unauthorized amount, because the amount of the check on your statement (or if accessing your account online, a check number or an image of the check drawn on your account online) for a check that you did not write. Only you will know the checks, drafts or items that you have authorized as well as the amount you authorized and can compare the information provided on your statement with your register or records. You agree that our notification of the presence of altered or unsigned items does not relieve you of your responsibility to look at your statements and notify us of any and all unauthorized transactions, errors or irregularities within the time limits explained in this Agreement or as otherwise required.

As explained in our Electronic Fund Transfer disclosures, if your statement shows electronic fund transfers (EFTs) that you did not make, you must notify us within sixty (60) calendar days after the statement was mailed to you to avoid responsibility for unauthorized EFTs.

c. Confirmation of Your Accounts Opened or Added by Phone or Online.

For your convenience and upon request, if you open, initiate, change, add or close an account or service by phone (or if we allow, online), you understand and agree that the appearance (or removal) of that account on your periodic statement confirms your request for (or removal of) that account and/or service, that you have verified whether the account and/or service was opened, initiated, changed, added, closed or terminated correctly, and that the account and/or service is governed by Parts 1 and 2 of this Agreement, our Bylaws, the charter, by agreement, plan, or policies, and that we have made the account and/or service available to you at the time.

You understand that you may reconfirm and obtain a Part 1 account form or a revised Part 1 account form (or other form we use) that indicates that you have opened, initiated, changed, added, closed or terminated an account and/or service by phone (or if we allow, online) by contacting us anytime we are open for business.

16. Changes to this Agreement

You may change any account that you own or one trustee or owner or one trustee account and related services at any time by contacting us and upon our request completing a new Part 1 of this Agreement. You may change/add or to your multiple owner or multiple trustee account and related services at any time by contacting us and upon our request completing a new Part 1 of this Agreement. The continuation of your relationship with us as the owner or whereupon all owners or trustees must sign a new Part 1 of this Agreement agreeing to the change. You understand that when you remove an owner, agent or trustee it is your responsibility to change (or request our help in changing) any pass-word, code, PIN or other security identifying number for all your accounts and services to prevent a removed owner, agent or trustee from accessing an account or service or conducting a transaction. You agree that until you make such change (or request our help in making such a change) all access to an account or service or transactions conducted by that person with the password, code, PIN or other security identifying number is or are authorized. For multiple owner or multiple trustee accounts, each owner or trustee understands that with exception of adding or removing an owner or trustee, any owner or trustee acting alone may initiate, change, add, close or terminate an account or service for the account owner or whereupon all owners or trustees, as stated in the Rate and Fee disclosures. To protect your and our interests, if we need to seek legal or professional advice to review a levy, garnishment, attachment or other court order that affects your account, a service or a transaction, you agree to pay all costs and expenses, including reasonable attorney fees, incurred for the review of that levy, garnishment, attachment or court order. You further agree that all costs and expenses of such review may be deducted from your account, and that you will be responsible for any additional amount owed according to the terms of this Agreement.

a. Disputes or Uncertainty About an Account or Funds in an Account.

If there is a dispute between any person and/or private or government organization over an account or the funds in an account, or we are uncertain who is entitled to access an account or the funds held in an account, you agree that we may hold the funds over an account or the funds in an account, or we are uncertain who is entitled to access an account or the funds in an account until all persons or organizations affected by the dispute or uncertainty agree in writing what should be done with the account and/or the funds in the account or until we receive a court order instructing us what to do. You understand and agree that such a hold is necessary to protect our interests and that a person who is entitled to access the account and/or the funds in the account actually obtains access to the account and/or the funds in the account. To protect your and our interests, if we need to seek legal or professional advice to review a written agreement or document that affects your account or a transaction, you agree to pay all costs and expenses, including reasonable attorney fees, incurred for the review of that agreement or court order. You further agree that all costs and expenses of such review may be deducted from your account, and that you will be responsible for any additional amount owed according to the terms of this Agreement. Alternatively, in the event of a dispute or uncertainty over who is entitled to access an account or the

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MSA Part 2 • December 2016 • 10
funds in an account, at our discretion we may deposit the funds in an account with a court and ask the court to resolve the dispute or uncertainty over who is entitled to the funds. In such instances, we may deduct our attorney fees and court costs from the funds in the account to be deposited with the court.

21. Your Obligations to Us
If we incur any loss, related expenses, fees, charges, interest and/or liability (including reasonable attorney fees) from an account or service that we have provided to you, or as a result of any transaction, dispute, uncertainty or membership matter concerning you, an owner, agent, beneficiary/POD payee, trustee, successor trustee or fiduciary, you agree that you are jointly and individually liable to us for the full repayment of that loss, related expenses, fees, charges, interest and liability (including rea-
sponsible attorney fees), whether you are still a member or not. You agree that we may contact you about that loss, expenses, fees, charges, interest and/or any obligation (including reasonable attorney fees) that you owe to us at all address-
eses, phone numbers, email addresses, social security numbers, and other reasonably accessible information, including any updated address reflected in our records. You understand and agree that if you are ever obligated to repay us for any loss, expenses, fees and/or liability in connection with your accounts, loans or any related account or loan service you have or had with us, that we may share your information with any affiliated person or organization (including collection agencies or attorneys) assisting us with the collection of your obligation, whether or not you are still a member of the Credit Union. You agree that we may deduct any loss, expenses, fees, charges, interest and/or liability (including reasonable attorney fees) from your account(s) without notice to you regardless of the source of those funds, including directly deposited government enti-
tements or benefits such as social security deposits. However, our security interest, at any time, may not be sold, assigned or transferred as collateral for any other obligation you owe us, except with your written consent.

22. Our Responsibility for Errors
If we do not properly perform a transaction according to the terms of this Agreement, we may be liable to you for losses up to the amount of the transaction (unless otherwise required). We will not be liable for: 1) your account having insufficient funds to complete a transaction; 2) losses that result from your negligence or the negligence of others; 3) your failure to follow the notice or limit as an extension of this Agreement; 4) losses beyond our control that prevent us from performing the transaction (such as power failures, closures due to storms or other emergencies); or 5) any losses caused by your failure to follow your responsibilities under this Agreement. We are not responsible if the use of customary care if such actions or non-actions are consistent with applicable state law, Feder-
r Reserve regulations and operating letters, clearing house rules and general banking practices followed in the area serviced by us. As a result of a request or an order by you, should we ever disburse a greater amount of funds based on your request or order to any person or organization that you know (e.g., relative, friend, employer, busi-
associate, creditor, etc.), you agree to assist us in recovering our funds, including par-
ticipation in litigation and prosecution.

Finally, if you report that any transaction on an account or loan is erroneous or unau-
thorized, and we determine that the transaction on the account or loan is conducted
by your family member, friend or employee, and that you were negligent with respect to
the transaction, you understand and agree that you will take responsibility for and
address the matter to recover any loss for the transaction with the family member, friend
or employee. You understand and agree that you, like each member of our Credit Uni-
on, are in the best position to control, prevent and subsequently address the transac-
tions or services to any person or organization that you know (e.g., relative, friend, em-
ployee, business associate, creditor, etc.), you agree to assist us in recovering our funds, including par-
ticipation in litigation and prosecution.

23. Accounts Determined Inactive
Should any of your accounts have a balance less than the minimum balance re-
quired by this Agreement and specifically explained in the Rate and Fee disclosures,
and you have not purchased products or services for a period of time, we may close your
account (or a deposit account opened and maintained solely to establish your credit
rating) that are not being used by a particular member who additionally is not using our
products or services that would otherwise justifiy us incurring the expense of main-
taining the account. For money market accounts, if your account has a balance of $0.00 and is not used for 90 days, the account will be closed and declared inactive.

24. Funds Presumed Unclaimed Property
If there has been no activity on your account(s) such as deposits and withdraws and we have not been able to contact you for a number of years, the state requires
that the funds in your account(s) be presumed abandoned and sent to the state as unclaimed property. Upon remittance of the funds under your account(s) to the state, your accounts will be closed and you will need to reclaim the funds by contacting the appropriate state agency.

25. Closing Your Account & Terminating Services
You may close your one owner or trustee account and terminate services, and any owner or trustee alone may close a multiple owner or multiple trustee account and
terminate services, at any time by notifying us in writing, according to the terms of this
Agreement. In the interests of all members, you agree that we may require you to sign a Part 1 account form (or other form we use) acknowledging that you re-
quested that the account be closed and services be terminated, on which we may include that the account is closed and terminated by you or us and include the word "closed" on the Part 1 account form. We are not responsible for any transactions that were initi-
ated by you or other owners, agents or trustees that occur on your account until the account is closed and the service is terminated by you with us. You agree that if we pay any check, draft, item or transfer on your account after the account is closed and the service is terminated, you will reimburse us for the amount of the check, draft, item or transfer including any fee as stated in the Rate and Fee disclosures. If you ask us to add to and/or change an existing account or service, you agree that we may require you to close your account and open a new account, and may require you to sign a new Part 1 account form (or other form we use). We may charge you a fee per account closure and opening or service termination and initiation for multiple
 closures, openings, terminations and initiations to accounts and/or services in a cal-
culated in the Rate and Fee disclosures.

We may close your account at any time and without notice if: 1) we are discharging a number of checks, drafts or items for insufficient funds, if a number of checks, drafts or items taken for deposit are returned unpaid or you stop payment on a check, draft or item that would otherwise be returned for insufficient funds; 2) a number of checks have been dishonored; 3) any alleged unauthorized signature or endorsement on deposits or transactions involving you or your account; 4) there has been any falsification, misrepresentation or any other abuse by you or involving any of your accounts; 5) the balance of the account does not meet our minimum balance requirements for thirty (30) calendar days; 6) we determine it is necessary either to stop or prevent a loss to us; 7) you have or are making multiple additions or changes to an account and/or services; or 8) if you ever become abusive or threaten the safety of an employee, volunteer, member or affiliated person or organization with us. Further, you acknowledge that for your and our protection we may make your account anytime to any loss or potential loss to you or us (such as when your checks become lost or stolen).

You understand that whether your account and service is closed and terminated by or us that all transactions on the account will be dishonored, not paid or rejected and returned because the account is closed. You agree that whether your account and ser-
vice is closed and terminated by us that clos
eration of the balance in your account(s) to the state, you

26. Termination of Your Membership at the Credit Union
Membership at our Credit Union is a privilege granted to you by our members under state law. However, you may end your membership with the Credit Union at any time by providing us with written notice of your desire to end your member-
ship, according to the terms of this Agreement. You understand that ending your membership does not release you of your responsibilities, obligations and liabil-
ities to us under this Agreement.

In the interest of all members and to protect the Credit Union, to the extent permitted by law, you agree that we may expel any member for cause, which includes but is not limited to: 1) abuse of our employees, volunteers, members or any affiliated persons and organizations, services or privileges; 2) failure to use our products or services to justify your continued participation in Credit Union membership; or 3) causing us a loss. You agree that we may acknowledge and protect your member right of set off, lien and any right of set off and any lien rights do not apply to retirement accounts. Addition-
ally, if we determine that the transaction on the account or loan was conducted
by your family member, friend or employee, and that you were negligent with respect to
the transaction, you understand and agree that you will take responsibility for and
address the matter to recover any loss for the transaction with the family member, friend or employee. You understand and agree that you, like each member of our Credit Uni-
on, are in the best position to control, prevent and subsequently address the transac-
tions or services to any person or organization that you know (e.g., relative, friend, em-
ployee, business associate, creditor, etc.), you agree to assist us in recovering our funds, including par-
ticipation in litigation and prosecution.

Finally, if you report that any transaction on an account or loan is erroneous or unau-
thorized, and we determine that the transaction on the account or loan is conducted
by your family member, friend or employee, and that you were negligent with respect to
the transaction, you understand and agree that you will take responsibility for and
address the matter to recover any loss for the transaction with the family member, friend or employee. You understand and agree that you, like each member of our Credit Uni-
on, are in the best position to control, prevent and subsequently address the transac-
tions or services to any person or organization that you know (e.g., relative, friend, em-
ployee, business associate, creditor, etc.), you agree to assist us in recovering our funds, including par-
ticipation in litigation and prosecution.

Should any of your accounts have a balance less than the minimum balance re-
quired by this Agreement and specifically explained in the Rate and Fee disclosures,
and you have not purchased products or services for a period of time, we may close your
account (or a deposit account opened and maintained solely to establish your credit
rating) that are not being used by a particular member who additionally is not using our
products or services that would otherwise justifiy us incurring the expense of main-
taining the account. For money market accounts, if your account has a balance of $0.00 and is not used for 90 days, the account will be closed and declared inactive.

27. Deceased Account Owners, Claims & Transactions
a. Disbursement of Funds to Representative or Claimant.
When a person has died, the successor in title to the deceased person must obtain a court-proved Will or a court order proving the intestates’ heirs. If a Will has been proved, the successor in title must obtain a certified copy of the Will and a certified copy of the probate order before his or her interest is payable. Funds in the account are owned by any surviving owner or owners of the account (subject to the terms of this Agreement), and upon the death of the final owner the funds in the account will go to the final deceased owner’s estate and can be claimed by that owner’s legal representative or claimant (generally a creditor) subject to
The terms of this Agreement. You understand that it is your responsibility (and not ours) to inform your legal representative(s) about your account(s) at our Credit Union. You agree that any representative or claimant of your estate is bound by the terms of this Agreement and that the presence of a Power of Attorney, either in the absence of a will or testamentary disposition or in the event of a will or testamentary disposition, will be considered as your representative in any such capacity. You further agree that, upon death, we may receive the claimant of the funds held in a deceased owner’s account in a deceased owner’s account to indemnify and defend us against and claimant of the funds held in a deceased owner’s account.

To receive a certified copy of an owner’s death certificate, along with proof of the representative, the beneficiary’s or the representative’s authority, the representative, and the beneficiaries or representative as authorized by you.

You understand that it is your responsibility (and not ours) to inform any person or organization that he, she or it is a beneficiary/POD payee on your account(s).

You agree that your account is subject to the terms of this Agreement upon proof of your death and the beneficiary’s/POD payee’s identification. If you own a one owner account and have designated a Beneficiary(s)/POD payee(s) in Part 1 of this Agreement on the account, upon your death the beneficiary(s)/POD payee(s) will be entitled to the funds in the account (subject to the terms of this Agreement) upon proof of your death and the beneficiary’s/POD payee’s identification. If you own a one owner account and have designated a Beneficiary(s)/POD payee(s) in Part 1 of this Agreement on the account, upon your death the beneficiary(s)/POD payee(s) will be entitled to the funds in the account (subject to the terms of this Agreement) upon proof of your death and the beneficiary’s/POD payee’s identification. 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If you own a one owner account and have designated a Beneficiary(s)/POD payee(s) in Part 1 of this Agreement on the account, upon your death the beneficiary(s)/POD payee(s) will be entitled to the funds in the account (subject to the terms of this Agreement) upon proof of your death and the beneficiary’s/POD payee’s identification. If you own a one owner account and have designated a Beneficiary(s)/POD payee(s) in Part 1 of this Agreement on the account, upon your death the beneficiary(s)/POD payee(s) will be entitled to the funds in the account (subject to the terms of this Agreement) upon proof of your death and the beneficiary’s/POD payee’s identification.
a. Funds from electronic direct deposits will be available on the day we receive the deposit.

b. Funds from deposits of wire transfers, and the first $5,000 of a day’s total deposits of cashier’s, certified, teller’s, traveler’s, and federal, state, and local government checks will be available on the first (1st) business day of the deposit if the deposit meets certain criteria (for example, the check must be payable to you). If your deposit of one of these types of checks other than a U.S. Treasury check is not in person to one of our employees, the first $5,000 will not be available until the second (2nd) business day after the day of your deposit. The excess over $5,000 may not be available until the ninth (9th) business day after the day of your deposit.

c. Funds from all other check deposits may not be available until the eleventh (11th) business day after the day of your deposit.

6. Foreign Checks

Checks drawn on financial institutions located outside the United States are not subject to these policies. Such checks must be specifically identified and processed. Generally, availability of funds from foreign check deposits will be delayed until we have collected the funds from the institutions on which they are drawn.

Electronic Fund Transfer Disclosures

The following disclosures set forth your and our rights and responsibilities concerning electronic fund transfers. Electronic fund transfers (“EFTs”) are electronically initiated transfers of money involving a deposit account at the Credit Union and multiple access options, including online account access, direct deposits, automated teller machines (ATMs), Visa Check Card (“Card”), and audio response system services.

1. EFT Services

a. Automated Teller Machines (“ATMs”). You may use your Card and personal identification number (PIN) to conduct transactions at ATMs of the Credit Union in and the Quest, Pulse, Plus, Cirrus, VISA, Discover, EBT or MoneyPass networks. At the present time, you may use your Card to:

   - Withdraw cash from your checking or savings account(s).
   - Make deposits to your checking or savings account(s).
   - Transfer funds between your checking and savings account(s).
   - Inquire on balances of your checking and savings account(s).
   - Activate your debit card.
   - Change your debit card PIN number.
   - Initiate a cash advance.

b. Direct Deposit.

Upon instruction of (i) your employer, (ii) the Treasury Department, or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security.

c. Pre-authorized Debits.

You may make direct withdrawals from your checking or regular savings account to a particular person or company at least periodically which you have arranged with that person or company, provided you have enough funds in your account to cover the payment.

d. Audio Response Services.

If we approve your application for telephone access to your accounts under the Audio Response service, you may use a telephone to access your account by calling toll free at 800-303-5890. You must use your PIN along with your account number to access your accounts. At the present time you may use the Audio Response service to:

   - Transfer money between your accounts.
   - Make loan payments on a CCU loan from your CCU share or deposit account
   - Obtain balance and other information on your account(s).

e. AnyTimeCUCC.

If we approve your application for the online account access, you may use a personal computer to access your accounts. For this service, you will need a personal computer with access to the Internet (World Wide Web). The online address for AnyTimeCUCC is www.ccu.org. You may select a password. You must use your password along with your account number to access your accounts. You are responsible for the installation, maintenance, and operation of your computer and software. You are responsible for making sure your computer software and browser software are up to date. The Credit Union will not be responsible for any errors or failures involving any telephone service, Internet service provider, your software installation, or your computer. At the present time, you may use the online service to:

   - Transfer funds between your checking and savings account(s).
   - Obtain transaction history on your account(s).
   - Make deposits from your checking or savings account(s) to a loan account at CCU.
   - Inquire on balances on your account(s).
   - Transfer funds to accounts outside the Credit Union.
   - Initiate a cashier’s check.
   - Change your street address or account password.

Access our Skip-A-Pay service.

Transactions involving deposit accounts will be subject to your Member Service Agreement and transactions involving a loan account will be subject to the loan agreement(s) for the applicable loan.

f. Bill Pay.

You may use the Bill Pay service (accessed AnyTimeCUCC or Mobile Banking) to make payments to third parties. Mobile Banking is a personal financial information management service that allows you to access account information, make payments to merchants who have previously consented to accept payments through our AnyTimeCUCC service and make such other financial transactions as set forth in the AnyTimeCUCC Service Agreement using compatible and supported mobile phones and wireless devices (“Wireless Devices”). Use of the Bill Pay service requires enrollment in AnyTimeCUCC and agreement to the Bill Pay service terms and conditions.

You may use the Bill Pay service to:

   - Make payments from your checking account to a Credit Union loan account.
   - Make payments to a person’s account at the Credit Union or another financial institution.
   - Pay bills from your checking account.

Mobile Banking.

Mobile Banking is a personal financial information management service that allows you to access account information, make payments to merchants who have previously consented to accept payments through our AnyTimeCUCC service and make such other financial transactions as set forth in the AnyTimeCUCC service Agreement using compatible and supported mobile phones and wireless devices (“Wireless Devices”). You are responsible for making sure your computer software and browser software are up to date. You agree and understand that the Mobile Banking service may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. The services that you may access through Mobile Banking are the same account and service transactions available through the AnyTimeCUCC Service. When you register for Mobile Banking, the designated accounts and bill payment payees linked to your account through AnyTimeCUCC will be accessible through Mobile Banking. You may access your account(s) through Mobile Banking to:

   - Transfer funds between your checking and savings account(s).
   - Obtain transaction history on your account(s).
   - Make payments from your checking or savings account(s) to a loan account at CCU.
   - Inquire on balances on your account(s).

h. Visa Check Card.

You may use your Visa Check Card to purchase goods and services any place Visa is honored by participating merchants and merchants accepting the Card and PIN at point of sale (POS) terminals. Funds to cover your Card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union may treat the transaction as an overdraft request pursuant to any overdraft protection plan, or may terminate all services under this Agreement.

Some merchants may permit you to initiate debit and bill payment transactions with your card using either the Visa network or another network shown on your card, such as Mastercard or Cirrus and MoneyPass networks. The Credit Union will honor your debit transactions processed by any of these networks.

Depending on our authorization protocols and network availability, transactions processed over other networks may or may not require you to use your PIN in order to validate a transaction. Generally, you enter your card number or swipe your card and provide a PIN. You may instead be asked to sign a receipt or payment authorization. Provisions applicable only to Visa transactions (such as Visa’s zero liability protections) will not apply to non-Visa debit transactions and the liability rules for other EFTs in the section titled “Member Liability” will apply.

i. Electronic Check Transaction.

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases, pay bills, or pay other obligations (“electronic check transactions”). You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving any required notice regarding the merchant’s right to process the transaction or payment, including any written sign provided by the merchant at the time of your transaction. All terms governing electronic funds transfer services will apply to electronic check transactions, except the $50 and $500 limits of liability for unauthorized transactions in Section 4 (Member Liability). You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.

2. Service Limitations

a. Automated Teller Machines.

i. Withdrawals. Cash withdrawals from ATMs can be made as often as you like. You may withdraw up to $1,000 (if there are sufficient funds in your account) per business day. For purposes of determining whether you have reached the daily limit, a day ends at midnight. Friday, Saturday, Sunday, and holidays are considered as one business day for the purposes of this limit.

b. Audio Response Service.

Your accounts can be accessed under Audio Response service via a touchtone telephone only. Not all push button phones are touchtone. Converters may be purchased for pulse and rotary dial phones. Audio Response Service will be available for your convenience seven (7) days per week. This service may be interrupted for a short time each day for data processing. If you call during this time you will hear a message directing you to call back. While there is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day, transfers from savings accounts will be limited to six (6) in any one month. No transfer or withdrawal may exceed the available funds in your account. The Credit Union reserves the right to
to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

c. AnyTimeCU.

i. Transfers. You may make funds transfers to your accounts or other accounts you authorize to us using the Visa Check Card. However, transfers from a savings account will be limited to a total of six (6) in any one month. Bill payer transactions may not exceed $9,999.99 per transaction. You may transfer or withdraw up to the available balance in your account or available credit line at the time of the transfer, except as limited under other agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

ii. Account Information. The account balance and transaction history information may be limited to recent account information. The availability of funds for transfer or withdrawal may be limited due to the processing time for ATM transactions and our Funds Availability Policy.

iii. E-Mail and Stop Payment Requests. The Credit Union may not immediately receive e-mail communications that you send and the Credit Union will not take action based on e-mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act. Any stop payment request you transmit electronically is deemed to be an oral request and will expire in fourteen (14) days unless confirmed in writing in accordance with your Member Service Agreement. Contact the Credit Union immediately regarding an unauthorized transaction or stop payment request.

d. Mobile Banking.

Mobile Banking transactions are limited to $10,000 each. You are fully responsible for understanding how to use Mobile Banking before you actually do so, and you use Mobile Banking in accordance with any use or operational instructions posted on our website. You are solely responsible for your use of your Wireless Device and the Mobile Banking Service software provided to you. If you authorize the use of Touch ID for Mobile Banking, the Mobile Banking service may be accessed using any fingerprint recognized by your Wireless Device, even if it is not your own. If you have permitted another person to use their fingerprints to authorize activity on your Wireless Device, their fingerprint will also gain access to Mobile Banking if you have authorized Touch ID. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking, the Software or your Wireless Device. You may experience technical or other difficulties related to Mobile Banking that may result in loss of data, personalization settings or other Mobile Banking interruptions. We assume no responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile Banking. We assume no responsibility for the security or functionality of any Wireless Device or mobile network which you utilize to access Mobile Banking. Financial information shown on Mobile Banking reflects the most recent account information available through Mobile Banking, and may not be current. You agree that we will not be liable for any delays in the transfer or withdrawal you take place therein. If you need current account information you agree to contact us directly.

e. Visa Check Card.

There is no limit on the number of Visa Debit card purchase transactions you may make. Visa purchases are limited to the balance available in your account. In addition, you may not make more than $2,500 in purchases in one day. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. You are solely responsible for any disputes you may have with merchandise or services received using the Visa Check Card. We are not responsible for any delays, losses, liability, or settlement resolution as a result of the misrepresentation of quality, price, or warranty of goods or services by a merchant.

The use of your Card and Account are subject to the following conditions:

i. Ownership of Cards. Any Card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately upon demand according to instructions. The Card may be repossessed at any time in our sole discretion without demand or notice. You cannot transfer your Card or Account to another person.

ii. Honoring the Card. Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant gives you a refund or adjustment, you agree to accept a credit to your Account in lieu of a cash refund. You may not use the Card for any illegal or unlawful transaction. We may refuse to authorize any transaction that we believe may be illegal or unlawful.

iii. Currency Conversion; International Transaction Fee. Purchases and withdrawals made in foreign countries will be billed to you in U.S. dollars. The currency conversion rate for international transactions as established by Visa International, Inc. is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. In addition, you will be charged an International Transaction Fee of 1% of the transaction amount for any card transaction made in a foreign country.

3. Security of Personal Identification Number

The personal identification number or PIN is established for your security purposes. The PIN is confidential and should not be disclosed to third parties or recorded. You are responsible for safeguarding your PIN. You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on your accounts. If you authorize anyone to have or use your PIN, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that person may use this to make withdrawals from your accounts and view your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your PIN and you agree that the use of your PIN will have the same effect as your signature authorizing transactions.

If you authorize anyone to use your PIN in any manner that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your PIN immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your PIN is changed. If you fail to maintain or change the security of these PINs and the Credit Union suffers a loss, we may terminate your electronic fund transfer and account services immediately.

4. Member Liability

You are responsible for all transfers you authorize using your EFT services under this Agreement. If you permit other persons to use an EFT service, Card or PIN, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your Account, Card or PIN and accessed your accounts without your authority, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. For Visa Debit Card purchase transactions, if you notify us of your lost or stolen card you will not be liable for any loss provided that you were not grossly negligent or fraudulent in handling your Card and you provide us with a written statement regarding your unauthorized use of your card or EFT service, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If you believe that someone has used your Card or PIN without your permission or you have lost your Card, call: 303-978-2274 or toll free at 800-828-2274, or write: Colorado Credit Union, PO Box 270010, Littleton, CO 80127-0001.

5. Business Days

Our business days are Monday through Friday. Holidays are not included.

6. Fees and Charges

There are certain charges for the EFT services as set forth on the Rate and Fee Disclosures. The Credit Union reserves the right to impose service charges at a future date after we give you notice of such changes as required by law. If you request a transfer or check withdrawal from your personal line of credit account, such transactions may be limited under the terms and conditions of your agreement. If you use an ATM that is not operated by us, you may be charged an ATM surcharge by the ATM operator or an ATM network utilized for such a transaction. The ATM surcharge will be debited from your account if you elect to complete the transaction.

7. Right to Receive Documentation

a. Periodic Statements.

All EFT transactions will be recorded on your periodic statement. You will receive a statement at least once every quarter. If you have an EFT transaction, you will receive a statement monthly.

b. Pre-authorized Credits.

If you have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can use our Audio Response Service or AnyTimeCU or you can call us at 303-978-2274 or toll free at 800-828-2274 to find out whether or not the deposit has been made.

c. Terminal Receipt.

You may get a receipt at the time you make any transaction over $15 using an ATM, POS terminal, or Visa Check Card.

8. Account Information Disclosure

We will maintain the confidentiality and privacy of your account information in accordance with our Privacy Policy. We will disclose information to third parties about your account or the transfers you make in the following circumstances:

- As necessary to complete transfers.
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant.
- To comply with government agency or court orders.
- If you give us your written permission.

9. Credit Union Liability for Failure to Make Transactions

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your actual transaction loss or damage. Our sole responsibility for an error in a transfer will be to correct
the error. You agree that neither we nor the service providers shall be responsible for any loss, property damage, or bodily injury, whether caused by the equipment, software, Credit Union, or by Internet browser providers such as Microsoft (Internet Explorer browser or Apple Safari). Mozilla and all other Internet access providers or by online service providers or by an agent or subcontractor for any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special, or consequential economic or other damages arising in any way out of the installation, download, use, or maintenance of the equipment, software, online access, or software within the system. In this regard, although we have not taken measures to provide security for communications from you to us via AnyTimeCU and may have referred to such communication as “secure,” we cannot and do not provide any warranty or guarantee of such security. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law.

The Credit Union will not be liable for the following:

- If, through no fault of ours, you do not have adequate funds in your account to complete a transaction, your account is closed, or the transaction amount would exceed your credit limit on your line of credit.
- If you used the wrong identification code or you have not properly followed any applicable computer, Internet, or Credit Union instructions for making transfers.
- If your computer fails or malfunctions or if the Credit Union’s AnyTimeCU system was not properly working and such problem should have been apparent when you attempted such transaction.
- If the ATM where you are making the transfer does not operate properly, does not have enough cash or you use your Card improperly.
- If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment, or power failure) prevent making the transaction.
- If your account is frozen because of a delinquent loan or is subject to legal process or other claim.
- If the error was caused by a system beyond the Credit Union’s control such as your Internet Service Provider, any computer virus, or problems related to software not provided by the Credit Union.
- If you have not given the Credit Union complete, correct, and current instructions so the Credit Union can make a transfer.
- If the error was caused by any applicable ATM or payment system network. The ATM machine may retain your Card in certain instances, in which event you may contact the Credit Union about the lost access.

We may establish other exceptions in addition to those listed above.

10. Termination of EFT Services

You agree that we may terminate this Agreement and your use of any EFT services, if you, or any authorized user of your account or PIN breach this agreement with us, or if we have reason to believe that there has been an unauthorized use of your Card, account or identification code.

You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of this Agreement will not affect the rights and responsibilities of the parties under this agreement for transactions initiated before termination.

11. Preauthorized Electronic Fund Transfers

a. Stop Payment Rights.

If you have arranged in advance to allow a third party to make regular electronic fund transfers from your account, we will stop payment order for money you owe them, you may stop payment of these preauthorized transfers from your account. You must notify the Credit Union orally or in writing at any time up to three (3) business days before the scheduled date of a preauthorized transfer. The Credit Union may require written confirmation of the stop payment order within fourteen (14) days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made.

b. Notice of Varying Amounts.

If these regular payments may vary in amount, the person you are going to pay is only required to tell you ten (10) days before each payment when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the account would fall outside certain limits that you set.

c. Liability for Failure to Stop Payment of Preauthorized Transfers.

If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

12. Notices

We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of any EFT service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

13. Billing Errors

In case of errors or questions about electronic fund transfers, telephone us at 303-978-2274 or toll free at 800-828-2274 and send us a written notice. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. In your notice:

- Tell us your name and account number.
- Describe the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- 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. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question (ninety (90) days for POS (point of sale) transaction errors, new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will recredit your account within ten (10) business days (business days in this context are any day the bank is open that is not a holiday). If we need more time, we may take up to forty-five (45) days to investigate your complaint or question (ninety (90) days for POS (point of sale) transaction errors, new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will recredit your account within ten (10) business days (business days in this context are any day the bank is open that is not a holiday).

If you need more time, however, we may take up to forty-five (45) days to investigate your complaint or question (ninety (90) days for POS (point of sale) transaction errors, new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will recredit your account within ten (10) business days (business days in this context are any day the bank is open that is not a holiday).

If you do not write us within ten (10) business days, we may consider this complaint or question closed. If you request copies of documents (to the extent possible without violating other members’ rights to privacy) used in our conclusion that the error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members’ rights to privacy) used in our conclusion that the error did not occur.

14. ATM Safety Notice

The following information is a list of safety precautions regarding the use of Automated Teller Machine (ATM) and Night Deposit Facilities.

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- If another person is uncomfortable close to you at the time of your transaction, move to a different ATM or ask the person to step back before you complete your transaction.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your ATM card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where there are other people.
- Do not write your personal identification number or code on your ATM card.
- Report all crimes to law enforcement officials immediately.

Wire Transfer Agreement

By signing a Wire Transfer Request ("Wire Transfer Request") or requesting or authorizing a representative of yours to initiate a wire transfer request, you agree to the terms and conditions of this Wire Transfer Agreement ("Agreement"). This Wire Transfer Agreement between Colorado Credit Union ("Credit Union") and Member and its authorized agents (hereafter "Member") governs the origination and receipt of wire transfers on behalf of the Member. This Wire Transfer Agreement and the Member Service Agreement shall apply to any funds transfer as defined in Article 4A of the Uniform Commercial Code ("UCC Article 4A").

a. Definitions

UCC Article 4A and Federal Reserve Regulation J establish a comprehensive legal framework covering the duties, responsibilities and liabilities of all parties involved in a funds transfer. Unless otherwise specified in this Agreement, the definitions in UCC Article 4A and Federal Reserve Regulation J apply to terms used in this Agreement.

The party whom the Member is transferring the funds to is called the “Beneficiary.” The bank or financial institution at which the Beneficiary maintains the account to which the funds are being transferred or the bank disbursing the funds to the Beneficiary is the "Beneficiary Bank.” The entire series of transactions, commencing with the request for a wire transfer, up until and including the payment to the Beneficiary shall be referred to as a “funds transfer” or “wire transfer.”

b. Service Description.

The Credit Union offers a wire transfer service that enables Members to transfer funds by wire from specific Member account(s) to any other account(s) specified by the Member, whether such accounts are at the Credit Union or another financial institution. Members may initiate a funds transfer by contacting the Credit Union in the manner the parties mutually agree. The Member selects the day the funds transfer should occur and the Credit Union will, subject to the terms and conditions set forth in the Wire Transfer Request, send the funds transfer on the designated date in accordance with the instructions outlined by the Member.

c. Funds Transfer Business Days & Cutoff Times.

Funds transfers occur on non-holiday weekdays (Monday through Friday) only. The Credit Union’s cut-off time for domestic wires is 5:00 pm on each weekday that the Credit Union is open that is not a holiday. The Credit Union’s cut-off time for international wires is 4:00 pm on each weekday that the Credit Union is open that is not a holiday. Payment orders received after the applicable cut-off times may be treated as having been received on the next following business day and processed accordingly. Wire requests may be subject to further review which may cause a delay or cancellation of
the request. The receiving institution may also take additional time to process. The Credit Union may establish or change from time to time cutoff times for the receipt and processing of Wire Transfer Requests, amendments, or cancellations. Wire transfers, cancellations received after the cutoff time may be treated as having been received on the next business day and processed accordingly.

d. Restriction on Internet Gambling Transactions.
You may not initiate any wire transfer to facilitate any transaction related to internet gambling.

e. Fees.
The Credit Union may charge an account(s) for the amount of any funds transfer initiated or accepted by the Credit Union as a result of the account(s) transaction and any wire transfer fees. Any additional applicable fees for wire transfers set forth in the Credit Union Fee Schedule. All fees are subject to change from time to time at the discretion of the Credit Union.

f. Member Indemnity.
The Member shall be liable to the Credit Union for and shall indemnify and hold the Credit Union harmless from any and all claims, causes of action, damages, expenses (including reasonable attorney fees and other legal expenses), liabilities and other losses resulting from acts, omissions, by the Member or any other person acting on the Member’s behalf, including without limitation: (i) a breach by the Member of any provision of this Agreement; (ii) the Credit Union debiting or crediting the account of any person as requested by the Member; (iii) the failure to act or the delay by any financial institution other than the Credit Union; and (iv) the Credit Union accepting any verbal wire transfer requests or information by telephone without the signature or proper identification of the Member or Member’s representative requesting the transfer.

g. Credit Union Liability.
The Credit Union shall be responsible only for performing the wire transfer services provided in this Agreement and should be liable only for its negligence or willful misconduct in performing the services. The Credit Union shall not be liable for acts or omissions of any other person, including without limitation any wire transfer system, any federal reserve bank, any Beneficiary Bank, and any Beneficiary, none of which shall be deemed the Credit Union’s agent. Without limitation, the Credit Union may be excused from delaying or failing to act if caused by illegal constraint, interruption of transmission or communications facilities, equipment failure, war, emergency conditions, strikes or other circumstances beyond the Credit Union’s control. In no event shall the Credit Union be liable for any consequential, special, punitive or indirect losses or damages incurred relating to this Agreement, including without limitation, subsequent wrongful dishonor resulting from the Credit Union’s acts or omissions.

h. Notice of Errors.
All transfers will appear on the Member’s regular account statement. It is the Member’s obligation to examine the statement for any discrepancy concerning any Wire Transfer. If the Member fails to notify the Credit Union of any such discrepancy within thirty (30) days after transmission of the statement or other sufficient information to detect such discrepancy, the Credit Union shall not be liable for and the Member shall indemnify and hold the Credit Union harmless from any loss of interest with respect to the Wire Transfer and any other loss which could have been avoided had the Member given such notice. Within sixty (60) days after notification that the Wire Transfer has been executed, the Credit Union must be notified of any errors, delays or other problems related to the order. If the Member fails to notify the Credit Union within sixty (60) days after receiving the statement, the Member is precluded from claiming any error or delay under this Agreement. In the event the funds transfer is to be erroneously executed and a loss is suffered as a result of the Credit Union’s error, its sole obligation is to pay or refund such amounts as may be required by applicable law. If the Credit Union becomes obligated under Article 4A to pay interest, the rate of interest to be paid shall be equal to the dividend rate on a daily basis, applicable to the account at the Credit Union to which the funds transfer should have been made or from which the funds transfer was made.

i. International Wire Transfers.
The Member acknowledges that international wire transfers may take as much as 30 days to be received by the beneficiary bank or financial institution. Any inaccurate or missing information may delay processing time or cause the transaction to fail. The Member shall be liable for and the Member shall indemnify and hold the Credit Union harmless from any loss of interest with respect to the Wire Transfer and any other loss which could have been avoided had the Member given such notice. Within sixty (60) days after notification that the Wire Transfer has been executed, the Credit Union must be notified of any errors, delays or other problems related to the order. If the Member fails to notify the Credit Union within sixty (60) days after receiving the statement, the Member is precluded from claiming any error or delay under this Agreement. In the event the funds transfer is to be erroneously executed and a loss is suffered as a result of the Credit Union’s error, its sole obligation is to pay or refund such amounts as may be required by applicable law. If the Credit Union becomes obligated under Article 4A to pay interest, the rate of interest to be paid shall be equal to the dividend rate on a daily basis, applicable to the account at the Credit Union to which the funds transfer should have been made or from which the funds transfer was made.

When a Wire Transfer Request is issued by a Member, the Credit Union’s security procedure may involve use of identification methods that may include proof identification requirements, signature verification, data/password verification, use of a personal identification number or procedures agreed by the Member and the Credit Union. The Credit Union and the Member have agreed to any security procedure option(s) selected above in Section 5 and the format requirements as shown on the Credit Union’s current Wire Transfer Request form for each transfer request (and cancellation of a transfer request) transmitted to the Credit Union.

In addition, the Credit Union may but is not required to take additional actions to those selected to verify the identification of the Member or its agents, or to detect any error in the transmission or content of any wire transfer request. Any of these additional procedures will not be considered part of this agreement and may only be used periodically. Provided the Member complies with the security procedures selected by the Member and accepted by Credit Union, the Member shall be liable for payment of the transferred amount plus transfer fees, even if the transfer request is not actually transmitted or authorized by the Member. If the Credit Union does not follow the agreed security option, but can prove the Wire Transfer Request was originated by the Member, the Member will still be liable for the transfer amount plus transfer fees. The Member authorizes the Credit Union to collect from the Member any charges, fees or other amounts relating to any transfer under this Agreement. The security procedures established hereunder are commercially reasonable and Member agrees to comply in all respects with such procedures.

k. Inconsistent Data and Rejections by Credit Union.
If a Wire Transfer Request indicates an intermediate bank or Beneficiary Bank inconsistently by name and identifying information, the rejection of the Wire Transfer Request may be based solely upon the number even if the number identifies a bank different from the named bank or a person who is not a bank. If a Wire Transfer Request describes a Beneficiary inconsistently by name and account number, payment might be made to the Beneficiary Bank solely upon the account number even if the account number identifies a person different from the named Beneficiary. Member’s obligations shall not be excluded in these circumstances. The Credit Union may reject any Wire Transfer Request or incoming wire transfer that does not conform to the limitations, security procedures, or other requirements set forth in this Agreement, such as availability of funds on deposit. The Credit Union may reject, except when prohibited by law, at its sole discretion, any Wire Transfer Request it receives from the Member for any reason. The Credit Union shall notify the Member of the Credit Union’s rejection of the transfer request by telephone, electronic message or U.S. Mail. The Credit Union will comply with regulations issued by the U.S. Treasury’s Office of Foreign Asset Control (OFAC) any Wire Transfer Request that is to an entity listed on OFAC’s list of specially designated nationals and blocked persons by law the Credit Union shall not complete the transaction and shall “block” the funds until such member or Member’s representative requests the transfer.

1. Inconsistent Data and Rejections by Credit Union.
If a Wire Transfer Request indicates an intermediate bank or Beneficiary Bank inconsistently by name and identifying information, the rejection of the Wire Transfer Request may be based solely upon the number even if the number identifies a bank different from the named bank or a person who is not a bank. If a Wire Transfer Request describes a Beneficiary inconsistently by name and account number, payment might be made to the Beneficiary Bank solely upon the account number even if the account number identifies a person different from the named Beneficiary. Member’s obligations shall not be excluded in these circumstances. The Credit Union may reject any Wire Transfer Request or incoming wire transfer that does not conform to the limitations, security procedures, or other requirements set forth in this Agreement, such as availability of funds on deposit. The Credit Union may reject, except when prohibited by law, at its sole discretion, any Wire Transfer Request it receives from the Member for any reason. The Credit Union shall notify the Member of the Credit Union’s rejection of the transfer request by telephone, electronic message or U.S. Mail. The Credit Union will comply with regulations issued by the U.S. Treasury’s Office of Foreign Asset Control (OFAC) any Wire Transfer Request that is to an entity listed on OFAC’s list of specially designated nationals and blocked persons by law the Credit Union shall not complete the transaction and shall “block” the funds until such member or Member’s representative requests the transfer.

m. Cancellation and Change by Member.
The Member shall have no right to cancel or amend any Wire Transfer Request after receipt by the Credit Union; however, the Credit Union shall use reasonable efforts to act on a cancellation or change request so long as it is received from the Member or its authorized agent in accordance with the security procedure set forth in this Agreement and the Credit Union has reasonable time within which to act upon such instructions. The Credit Union shall have no liability if the cancellation or change is not effected. Any written notice to the Credit Union by the Member must be hand delivered or sent by U.S. Mail or express carrier to the main branch of the Credit Union at PO Box 270010, Littleton, CO 80127-0001.

n. Governing Law.
We may accept on your behalf, payments to your account that have been submitted by Fedwire and that are not subject to the Electronic Funds Transfer Act (Regulation E). Your rights and obligations with respect to such transfers shall be governed and construed in accordance with Regulation E and all applicable Federal Reserve System regulations and the applicable Federal Reserve Bank Operating Circular. Whenever an ACH is used as part of the transaction that does not involve Fedwire, the rules of that ACH will govern that part of the transaction. Where none of the above-stated rules apply, the Member’s rights and obligations with respect to the Agreement shall be governed by the laws of the State of Colorado and UCC Article 4A. In the event of a dispute under this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.

o. Amendments, Assignments and Termination of Agreement.
The Credit Union shall be entitled to amend this Agreement at any time which will become effective immediately upon the Member’s receipt of notification or upon later date specified in such notification. The Member may not amend any portion of this Agreement without the Credit Union’s prior written consent at which time a new agreement will be established. Either the Credit Union or the Member may terminate this Agreement at any time by giving written notice to the other party. Termination by the Credit Union shall be effective immediately upon the Member’s receive written notice. Termination by the Member shall be effective the second business day following receipt of written notice. Any termination shall not affect any obligations occurring prior to termination.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT
To help the government fight the funding of terrorism and money laundering activities, the U.S. Patriot Act requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. This means for you: when you open an account, we will ask for your name, physical address, date of birth, taxpayer identification number, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents. We will let you know what additional information is required.
# Privacy Policy

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

**Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?**

The types of personal information we collect and share depend on the accounts or services you have with us. This information can include:
- Name, address, Social Security Number, and income
- Account balances and payment history
- Credit history and credit scores

**How?**

All financial companies need to share members’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members’ personal information; the reasons Colorado Credit Union chooses to share; and whether you can limit this sharing.

<table>
<thead>
<tr>
<th>Reasons we can share your personal information</th>
<th>Does Colorado Credit Union share?</th>
<th>Can you limit this sharing?</th>
</tr>
</thead>
<tbody>
<tr>
<td>For our everyday business purposes—such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our marketing purposes—to offer our products and services to you</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>For joint marketing with other financial companies</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>For our affiliates’ everyday business purposes—information about your transactions and experiences</td>
<td>No</td>
<td>We do not share</td>
</tr>
<tr>
<td>For our affiliates’ everyday business purposes—information about your creditworthiness</td>
<td>No</td>
<td>We do not share</td>
</tr>
<tr>
<td>For our affiliates to market to you</td>
<td>No</td>
<td>We do not share</td>
</tr>
<tr>
<td>For non-affiliates to market to you</td>
<td>No</td>
<td>We do not share</td>
</tr>
</tbody>
</table>

**To limit our sharing**

- Call 303-978-2274 or toll free at 800-828-2274, visit the Credit Union or mail in the form below.

**Please Note:** If you are a new member, we can begin sharing your information [30] days from the date we sent you this notice. When you are no longer our member, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.

If you have questions, call us at 303-978-2274 or toll free at 800-828-2274 or visit us online at www.ccu.org.

## Mail-In Form

Do not share my personal information with other financial institutions to jointly market to me.

<table>
<thead>
<tr>
<th>Name</th>
<th>Account No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>City, State, ZIP</td>
<td></td>
</tr>
</tbody>
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**Mail to:** Colorado Credit Union, PO Box 270010, Littleton, CO 80127-0001
<table>
<thead>
<tr>
<th><strong>Who We Are</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Who is providing this notice?</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>What We Do</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>How does Colorado Credit Union protect my personal information?</strong></td>
</tr>
<tr>
<td><strong>How does Colorado Credit Union collect my personal information?</strong></td>
</tr>
<tr>
<td><strong>Why can’t I limit all sharing?</strong></td>
</tr>
<tr>
<td><strong>What happens when I limit sharing for an account I hold jointly with someone else?</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Definitions</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Affiliates</strong></td>
</tr>
<tr>
<td><strong>Non-affiliates</strong></td>
</tr>
<tr>
<td><strong>Joint marketing</strong></td>
</tr>
</tbody>
</table>
Notice of and Important Information About Overdraft Services and Fees

1. What You Need to Know about Us Paying Your Overdrafts and Our Overdraft Fees

An *overdraft* occurs when you do not have enough money in your account to cover either a check or electronic fund transfer transaction (such as with your debit card or through an ATM), but we elect to pay it anyway.

We can cover your overdrafts in two different ways:

1. We have *standard overdraft practices* that come with your account. They are covered in Provision 6.j. and the Electronic Fund Transfer disclosures of the DAC Part 2 (this document).

2. We also offer an *overdraft protection service* that draws funds from your savings account, which may be less expensive than our standard overdraft practices. To learn more, ask us about these services or our overdraft plans or read about them in Provision 6.j. and the Electronic Fund Transfer disclosures of the DAC Part 2 (this document).

This notice explains our standard overdraft practices.

2. What are the standard overdraft practices that come with my account?

We *do* authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number
- Automatic bill payments

We *do not* authorize and pay overdrafts for the following types of transactions unless you ask us to (see below):

- ATM transactions
- Everyday debit card transactions

We pay overdrafts at our discretion, which means we *do not guarantee* that we will always authorize and pay any type of transaction (which generally will occur because you have not authorized a transaction, exceeded the overdraft limit, or have an outstanding balance that has not been repaid).

If we *do not* authorize and pay an overdraft, your transaction will be declined.

3. What fees will I be charged if you pay my overdraft(s)?

While there is no charge to authorize us to pay your overdrafts, under our *standard overdraft practices*:

- We will charge you a fee of up to $35.00 each time we pay an overdraft.
- Also, if your account is overdrawn for five (5) or more consecutive business days, we will charge an additional $5.00 per day.
- There is *no limit* on the total fees we can charge you for overdrawning your account (though generally they will be charged for each overdraft transaction we pay on your account).

4. To authorize and pay overdrafts on your ATM and everyday debit card transactions

- If you also want us to authorize and pay overdrafts on ATM and everyday debit card transactions drawn on your account(s), please tell us and we will check the “Pay overdrafts for Debit Card/ATM” box on your Member Service Agreement Part 1 (the account form (or other form we use)), which will be acknowledged when you sign the Member Service Agreement Part 1 (the account form (or other form we use)).

- If you do not want us to authorize and pay overdrafts on ATM and everyday debit card transactions drawn on your account(s), please tell us and we will NOT CHECK the “Pay overdrafts for Debit Card/ATM” box on your Member Service Agreement Part 1 (the account form (or other form we use)), which will be acknowledged when you sign the Member Service Agreement Part 1 (the account form (or other form we use)).

*Should you ever change your mind and would like to have us pay your overdrafts on ATM and everyday debit card transactions please tell us anytime we are open for business and we can help you acknowledge your consent to pay these transactions.*