

# MEMBERSHIP AGREEMENT AND DISCLOSURES

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Privacy Disclosure  
Membership and Account Agreement  
Funds Availability Policy Disclosure  
Electronic Fund Transfers Agreement & Disclosure





**FACTS**

**WHAT DOES TOGETHER 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 product or service you have with us. This information can include:

- Social Security number and account balances
- account transactions and credit history
- credit scores and payment history

When you are *no longer* our member, we continue to share your information as described in this notice.

**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 Together Credit Union chooses to share; and whether you can limit this sharing.

| Reasons we can share your personal information   | Does Together Credit Union share? | Can you limit this sharing? |
|--|-----------------------------------|-----------------------------|
| <b>For our everyday business purposes –</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or to report to credit bureaus | Yes                               | No                          |
| <b>For our marketing purposes –</b> to offer our products and services to you  | Yes                               | No                          |
| <b>For joint marketing with other financial companies</b>  | Yes                               | No                          |
| <b>For our affiliates' everyday business purposes –</b> information about your transactions and experiences  | No                                | We don't share              |
| <b>For our affiliates' everyday business purposes –</b> information about your creditworthiness  | No                                | We don't share              |
| <b>For our affiliates to market to you</b>   | No                                | We don't share              |
| <b>For nonaffiliates to market to you</b>  | No                                | We don't share              |

**Questions?**

Call toll-free (800) 325-9905 or go to [www.togethercu.org](http://www.togethercu.org)

| What we do   |  |
|--|--|
| <b>How does Together Credit Union protect my personal information?</b> | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.  |
| <b>How does Together Credit Union collect my personal information?</b> | <p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>▪ open an account or use your credit or debit card</li> <li>▪ apply for financing or give us your contact information</li> <li>▪ make deposits or withdrawals from your account</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>   |
| <b>Why can't I limit all sharing?</b>                                  | <p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>▪ sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>▪ affiliates from using your information to market to you</li> <li>▪ sharing for nonaffiliates to market to you</li> </ul> <p>State law and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p> |

| Definitions            |  |
|------------------------|--|
| <b>Affiliates</b>      | <p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ <i>Together Credit Union has no affiliates.</i></li> </ul>   |
| <b>Nonaffiliates</b>   | <p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ <i>Together Credit Union does not share with our nonaffiliates so they can market to you.</i></li> </ul> |
| <b>Joint Marketing</b> | <p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>▪ <i>Our joint marketing partners include insurance companies.</i></li> </ul>             |

| Other important information  |  |
|--|--|
| <p><b>For Alaska, Illinois, Maryland, and North Dakota Members/Customers.</b> We will not share personal information with non-affiliates either for them to market to you or for joint marketing – without your authorization.</p> <p><b>For California Members/Customers.</b> We will not share personal information with non-affiliates either for them to market to you or for joint marketing – without your authorization. We will also limit our sharing of personal information about you with our affiliates to comply with all California privacy laws that apply to us. You may view Together Credit Union's Notice and Policy for the California Consumer Privacy Act at <a href="http://www.togethercu.org/home/privacy/ccpa">www.togethercu.org/home/privacy/ccpa</a>.</p> <p><b>For Massachusetts, Mississippi, and New Jersey Members/Customers.</b> We will not share personal information from deposit or share relationships with non-affiliates either for them to market to you or for joint marketing – without your authorization.</p> <p><b>For Vermont Members/Customers.</b> We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to non-affiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Additional information concerning our privacy policies can be found at <a href="http://togethercu.org">togethercu.org</a> or call 800-325-9905.</p> |  |

# MEMBERSHIP AND ACCOUNT AGREEMENT

This Membership and Account Agreement (the "Agreement") covers Your rights and responsibilities concerning Your Accounts and the rights and responsibilities of Together Credit Union (the "Credit Union"). In this Agreement, the words "You," "Your," and "Yours" mean anyone who signs a Member Services Request, or any other Account opening document, or for whom membership and/or service requests are approved through the Credit Union's online application and authentication process. The words "We," "Us," and "Our" mean the Credit Union. The word "Account" means any one or more share or deposit Accounts You have with the Credit Union.

Your Account type(s) and ownership features are designated by You on Your Member Services Request or through the Credit Union's online application and authentication process. By signing a Member Services Request or authenticating Your request, each of You, jointly and severally, agree to the terms and conditions in this Agreement, and any Member Services Request, Funds Availability Policy Disclosure, Truth-in-Savings Disclosure, Electronic Fund Transfers Agreement and Disclosure, Privacy Disclosure, or Account Receipt accompanying this Agreement, the Credit Union Bylaws or Code of Regulations ("Bylaws"), Credit Union policies, and any amendments, including additions, deletions, or other changes, made to these documents from time to time that collectively govern Your membership, Accounts and services.

**1. MEMBERSHIP ELIGIBILITY** - To join the Credit Union, You must meet the membership requirements, including purchase and maintenance of the minimum required share(s) (hereinafter "Membership Share") and/or paying a membership fee as set forth in the Bylaws. You authorize Us to check Your Account, credit and employment history, and obtain reports from third parties, including credit and consumer reporting agencies, to verify Your eligibility for the Accounts, loans, and services You request and for other Accounts, products, or services We may offer You or for which You may qualify. You also authorize Us to use and rely upon information obtained by any third party, including any credit reports from credit reporting agencies obtained by any third party, wage and employment information, and other personal or financial information collected or obtained by any other third party. Included within the scope of this authorization is Our right to use this information to offer other Credit Union Accounts, loans, products, or services We may offer to You or for which You may qualify. Further, from time-to-time, We may need You to furnish additional information about You or about activities associated with Your Accounts, products, or services used by You to ensure that such activity is permissible and in compliance with Federal, State, and local laws and regulations. Your failure to timely furnish this information when We request it may result in the suspension or termination of Your Accounts, products, and services and the termination of Your membership with Us.

**2. IDENTIFICATION PROGRAMS** - To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account. What this means for You: When You open an Account, We will ask for Your name, address, date of birth, if applicable, 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 may also ask for identifying or authenticating information whenever You initiate any transaction with Us. We may refuse to open any Account or to grant any request if You fail to provide adequate identifying or authenticating information, or We have a good-faith cause to believe that You are not the person You are purporting to be or are otherwise not authorized to open the Account or initiate the transaction, and We will not be liable for any loss or expense You may incur due to Our refusal. You will also be required to provide a taxpayer identification number ("**TIN**"), employer identification number ("**EIN**"), or social security number ("**SSN**"). We may also request from time to time, and You agree to provide, additional documentation depending on the type of Account or service requested. Failure to furnish a correct TIN, EIN, or meet other requirements may result in backup withholding. If Your Account is subject to backup withholding, We must withhold and pay to the Internal Revenue Service ("**IRS**") a percentage of dividends, interest, and certain other payments. If You fail to provide Your TIN or EIN, We may refuse or suspend opening Your Account.

**3. INDIVIDUAL ACCOUNTS** - An individual Account is an Account owned by one member who has qualified for credit union membership. If the Account owner dies, the interest passes, subject to applicable law, to the Account owner's estate or Payable on Death ("**POD**") beneficiary/payee or trust beneficiary, subject to other provisions of this Agreement governing Our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death, any security interest or pledge granted by the Account owner, and Our statutory lien rights.

**4. JOINT ACCOUNTS** - A joint Account is an Account owned by two or more persons.

**a.** All joint Accounts will be joint tenancies with right of survivorship. This means that You intend and agree that the balance in the Account, upon the death of any party to the Account, shall belong to the surviving owner(s). A surviving owner's interest is subject to Our statutory lien rights, consensual lien rights, the right of set-off, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

**b.** We reserve the right to require all owners to sign the Member Services Request. Any and each owner is authorized and deemed to act for any other owner(s) and may instruct Us regarding transactions and other Account matters. Each owner guarantees the signature of any other owner(s). Any owner may withdraw all funds, stop payment on items, transfer funds into or out of the Account, block or terminate any service or access device, or pledge to Us all or any part of the Account without the consent or knowledge of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an Account. If We receive written notice of a dispute between owners or inconsistent instructions from them, We may act on any or none of the instructions or, alternatively, We may suspend or terminate the Account and require a court order or written consent from all owners to act.

**c.** Ownership right and disputes involving the funds in Your Accounts are subject to Your agreements with Us, and applicable State or Federal law. We shall not be liable to any owner if We in good faith act upon a valid court order from a court of competent jurisdiction. We will also not be liable if We in good faith refuse to act upon a court order or any instruction from any owner. All owners will be jointly and severally liable for any and all expenses, fees and costs, including reasonable attorney's fees, that We incur, in connection with any dispute regarding the Account, regardless of whether the dispute is initiated by an item owner or third party. By signing this Agreement and Member Services Request, each of You authorizes Us to take these expenses from any of Your Account(s) without prior notice to You.

**d.** If an Account is overdrawn as determined by the Overdraft Policy, or if We do not receive final payment on a transaction, all owners, jointly and severally, are liable to Us for the amount of the returned item, overdraft, fees assessed as disclosed in the Credit Union's Service Charge and

Fee Schedule, or unpaid amount and any fees or expenses that We incur, including reasonable attorney's fees, regardless of who initiated or benefited from the transaction. If any Account owner is indebted to Us, We may enforce Our rights against any Account of any owner, or against all funds in the joint Account, regardless of who contributed them and to what extent.

e. Each owner of this Account may pledge all or any part of the funds in it for any purpose to which We agree. Any pledge of this Account must first be satisfied before the rights of any surviving Account owner or Account beneficiary become effective. For example, if an Account has two owners and one of the owners pledges the Account (i.e., uses it to secure a debt) and then dies, (1) the surviving owner's rights in the Account do not take effect until the debt has been satisfied, and (2) the debt may be satisfied with the funds in this Account.

**5. POD/TRUST ACCOUNT DESIGNATIONS** - A POD beneficiary designation is an instruction to Us that a single or joint Account so designated is payable to the owner(s) during their lifetimes and, when the last Account owner dies, is payable to any named surviving POD beneficiary(s). If You designate more than one POD beneficiary on the Account, upon the death of the last Account owner, each beneficiary will be entitled to their percentage or fractional share of the funds in the Account in accordance with the most recent POD beneficiary designation for the Account, or if no percentage or fractional share was provided for the POD beneficiaries on the most recent POD beneficiary designation for the Account, then each POD Beneficiary 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 POD beneficiaries on the Account.

a. If there is more than one owner of an Account, all owners must consent in writing to a revocation or change of POD beneficiaries. Any POD beneficiary designation will apply to all savings, checking and money market Accounts under the member's primary savings Account. POD designations for Certificates of Deposit must be made separately and independently. Any POD beneficiary designation shall not apply to IRAs or Health Savings Accounts, which Accounts are governed by a separate Account agreement and beneficiary designation.

b. If a POD beneficiary on the Account dies before the death of the last Account owner, such predeceased POD beneficiary's interest shall lapse (which means no share shall be created for such predeceased beneficiary(s)) and instead such share which otherwise would have been created for a predeceased POD beneficiary(s) will be divided proportionately among the surviving named beneficiary(s) in accordance with the percentage or fraction share designated on the most recent POD beneficiary designation. If no percentage or fractional share was provided for the POD beneficiary(s) on the most recent POD beneficiary designation for the Account, then such share which otherwise would have been created for a predeceased POD beneficiary(s) will be divided equally among the surviving named POD beneficiary(s). A named POD beneficiary who fails to survive the last Account owner on the Account by one hundred twenty (120) hours is deemed to have predeceased the last Account owner on the Account for purposes of a POD beneficiary designation on Your Account(s). If no designated POD beneficiary survives the last Account owner, upon the death of the last Account owner, the funds in the Account will belong to the estate of the last Account owner and can be claimed by the legal representative or claimant (generally a creditor) subject to the terms of this Agreement.

c. If, after an Account owner makes a POD beneficiary designation, the Account owner's marriage is dissolved or annulled, any provision of the beneficiary designation in favor of the Account owner's former spouse or a relative of the former spouse, who is not also a relative of the Account owner (e.g. children of the former spouse and Account owner), is revoked on the date the marriage is dissolved or annulled, whether or not the beneficiary designation refers to marital status. The beneficiary designation shall be given effect as if the former spouse or relative of the former spouse, who is not also a relative of the Account owner, predeceased the Account owner.

d. You understand that it is Your responsibility (and not Ours) to inform any person or organization that they are a POD beneficiary on Your Account(s).

e. If We need to seek legal or other professional advice to review any documentation provided by a POD beneficiary's representative or claimant that affects Your Account, You agree that We may deduct all costs and expenses, including reasonable attorney fees, incurred for the review of that documentation from Your Account.

**6. ACCOUNTS FOR MINORS** - We may require any Account established by a minor to be a joint Account, as described above, with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to Us for any returned item, overdraft, or unpaid amount on such Account and for any related fees and charges. We may require the minor to sign the Member Services Request/this Agreement if they are so capable: otherwise, the adult shall sign the Member Services Request/this Agreement on behalf of the minor, as well as in their own capacity. We may pay funds directly to the minor without regard to their minority. Unless a guardian or parent is an Account owner, the guardian or parent shall not have any Account access rights. We have no duty to inquire about the use or purpose of any transaction except as required by applicable law. We may not change the Account status when the minor reaches the age of majority unless the change is authorized in writing by all Account owners.

**7. TRANSFERS TO MINORS LAW ACCOUNTS** - A Missouri Transfers to Minors Law ("MTML") Account is an individual Account created by a custodian who deposits funds as an irrevocable gift to a minor. The minor to whom the gift is made is the beneficiary of the custodial property in the Account. The custodian has possession and control of the Account for the exclusive right and benefit of the minor and, barring a court order otherwise, is the only party authorized to make deposits, withdrawals, or close the Account. We have no duty to inquire about the use or purpose of any transaction except as required by applicable law. If the custodian dies, We may suspend the Account until We receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawals. The Account will terminate and be distributed.

**8. AGENCY DESIGNATION ON AN ACCOUNT** - We may open Accounts pursuant to any court order, trust agreement, or similar authority in accordance with Your desire to establish an Account for a trust, probate, custodial, or other fiduciary purpose. Because We do not give legal advice, We cannot counsel You as to which Account arrangement most appropriately meets the specific requirements of Your trust, will, or court order. If You ask Us to follow any instructions that We believe might expose Us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, We may refuse to follow Your instructions or may require You to indemnify Us or post a bond or provide Us with other protection. The person acting as agent, guardian, custodian, personal representative, trustee or other fiduciary capacity shall be designated as such on this Agreement. An agency designation on an Account is an instruction to Us that the owner authorizes another person to make transactions as agent for the Account owner regarding the Accounts designated. For these Accounts, You appoint the designated representative listed on this Agreement as Your attorney-in-fact to deposit or withdraw funds held in the designated Account(s). An agent has no ownership interest in the Account(s) or credit union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent except as required by applicable law.

**9. LIABILITY** - You agree, for Yourself (and the person or entity You represent if You sign as a representative of another) to the terms of this Agreement and the Credit Union's Service Charge and Fee Schedule. You authorize Us to deduct these charges, without notice to You, directly from the Account balance as accrued. You will pay any additional reasonable charges for services You request which are not covered by this Agreement.

Each of You also agrees to be jointly and severally (individually) liable for any Account shortage resulting from charges or overdrafts, whether caused by You or another with access to this Account. This liability is due immediately, and We can deduct any amounts deposited into the Account and apply those amounts to the shortage. You have no right to defer payment of this liability, and You are liable regardless of whether You signed the item or benefited from the charge or overdraft. Our Overdraft Policy provides more detail on charges and liability for overdrafts.

You will be liable for Our costs as well as for Our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving Your Account. This includes, but is not limited to, disputes between You and another joint owner; You and an authorized signer or similar party; or a third party claiming an interest in Your Account. This also includes any action that You or a third party takes regarding the Account that causes Us, in good faith, to seek the advice of an attorney, whether or not We become involved in the dispute. All costs and attorneys' fees can be deducted from Your Account when they are incurred, without notice to You.

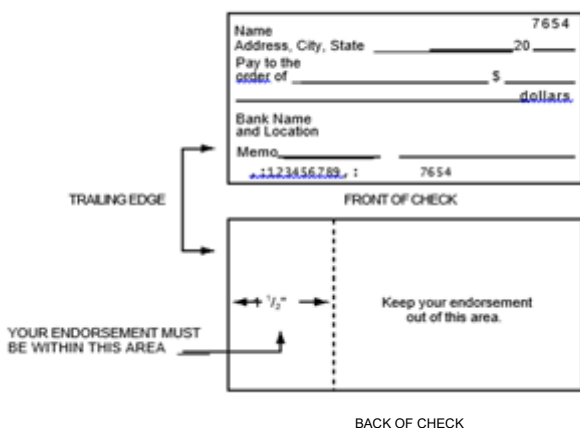
**10. DEPOSIT OF FUNDS REQUIREMENTS** - Funds may be deposited to any Account, in any manner approved by the Credit Union in accordance with the requirements set forth in the Truth-in-Savings Disclosure. Deposits made by mail, at night depositories, or at unstaffed facilities are not Our responsibility until We receive them. We reserve the right to refuse or to return any deposit.

**a. Provisional Credit.** We will give only provisional credit until collection is final for any items, other than cash, We accept for deposit (including items drawn "on Us"). Before settlement of any item becomes final, We act only as Your agent, regardless of the form of endorsement or lack of endorsement on the item and even though We provide You provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until We actually record them. We will treat and record all transactions received after Our "daily cutoff time" on a business day We are open, or received on a day We are not open for business, as if initiated on the next business day that We are open. At Our option, We may take an item for collection rather than for deposit. If We accept a third-party check or draft for deposit, We may require any third-party endorsers to verify or guarantee their endorsements, or endorse in Our presence.

**b. Charge Back: Right of Set-Off.** All items including checks, ACH transfers or other transfers credited to Your Account are provisional until We receive final payment. We may charge-back, or debit, Your Account for the amount of such items under the following circumstances: (1) if final payment is not received; or (2) if, within the normal handling period for such item, the item cannot be honored against the drawer's Account; or (3) if a deposited item is returned to Us by the financial institution on which it is drawn, even if that financial institution failed to return the item before its midnight deadline; or (4) any other circumstances allowed by law. You further authorize Us to pursue collection of previously dishonored items, and You acknowledge that this may permit the payor bank to hold an item beyond the midnight deadline. When charging-back Your Account, We may also charge Your Account with a return item charge and any collection fees or expenses, including reasonable attorney's fees. You acknowledge and agree that We may charge-back Your Account even if it causes Your Account to have insufficient funds as determined elsewhere in this Agreement or by Our Overdraft Policy, and You agree to replenish the funds in Your Account and to pay any and all overdraft, return, or non-sufficient funds fees and charges.

**c. Endorsements.** We may accept transfers, checks, drafts, and other items for deposit into any of Your Accounts if they are made payable to, or to the order of, one or more Account owners even if they are not endorsed by all payees. We may give cash back to any one of You. You authorize Us to supply missing endorsements of any owners if We choose. If a check, draft, or item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, We may process the check, draft, or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement, We will require endorsement as set forth on the item. If We offer a remote deposit capture service and You have been approved to sue the service to make deposits to Your Account, You agree that, prior to transmitting check or draft images, You will restrictively endorse each original check or draft in accordance with any other agreement with Us that governs this service.

To ensure that Your check or share draft is processed without delay, You must endorse it (sign it on the back) in a specific area. Your entire endorsement (whether a signature or a stamp) along with any other endorsement information (e.g., additional endorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Endorsements must be made in blue or black ink, so that they are readable by automated check processing equipment. However, any loss We incur from a delay or processing error resulting from an irregular endorsement or other markings by You or any prior endorser will be Your responsibility.



It is important that You confine the endorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed endorsements and information.

**d. Collection of Items.** We act only as Your agent and We are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the loss of an item in transit or the negligence of any correspondent. Each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items We purchase or receive for credit or collection to Your Account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any midnight deadline limits.

**e. Restrictive Legends.** Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include "two signatures required," "void after 60 days," and "not valid over \$500.00." We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless We have specifically agreed in writing to the restriction or limitation.

**f. Final Payment.** All checks, drafts, ACH transfers or other items credited to Your Account are provisional until We receive final payment. If final payment is not received, We may charge Your Account for the amount of such items and impose a returned item fee on Your Account. Any collection fees We incur may be charged to Your Account. We reserve the right to refuse or return any item or fund transfer.

**g. Direct Deposits.** We may offer direct deposit services, including preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other Accounts. You must authorize direct deposits or preauthorized transfers by completing a separate authorization document or process. You must notify Us if You wish to cancel or change a direct deposit or preauthorized transfer. Any cancellation or change will become effective once We receive notice from You and have a reasonable period of time to act on Your request. If Your Account is overdrawn, You authorize Us to deduct the amount Your Account is overdrawn from any deposit, including deposits of government payments or benefits. If We are required to reimburse the U.S. Government for any benefit payment directly deposited into Your Account, We may deduct the amount returned from any of Your Accounts, unless prohibited by law.

**h. Crediting of Deposits.** Deposits will be credited to Your Account on the day We consider them received as stated in Our Funds Availability Policy Disclosure.

**i. Foreign Financial Institution.** We reserve the right to refuse or return any item or funds transfer received from a foreign financial institution. Items drawn on an institution located outside the United States are handled on a collection basis only.

## 11. ACCOUNT ACCESS

**a. Authorized Signature.** Your signature on the Member Services Request, or authentication and approval of Your Account, authorizes Your Account access. We are authorized to recognize this signature for the payment or transfer of funds, payment instructions, or other purposes relating to Your Account(s), but We may also allow transfers even without Your signature. We will not be liable for refusing to honor any item or instruction if We believe the signature is not genuine. If You have authorized the use of a facsimile signature, We may honor any check or draft that appears to bear Your facsimile signature, even if it was made by an unauthorized person. You authorize Us to honor transactions initiated by a third person to whom You have given Your Account information, even if You do not authorize a particular transaction.

**b. Access Options.** You may access Your Account(s) in any manner We permit including, for example, in person at one of Our branch offices, at an ATM or point-of-sale device, or by mail, telephone, automatic transfer, internet access or mobile application. We may return as unpaid any check or draft drawn on a form We do not provide, and You are responsible for any losses, expenses or fees We incur as a result of handling such a check or draft. We have the right to review and approve any form of power of attorney and may restrict Account withdrawals or transfers. We may refuse to honor a power of attorney if Our refusal is conducted in accordance with applicable state law.

**c. Credit Union Examination.** We may disregard any information on any check or draft other than the signature of the drawer, the amount of the item, and any magnetic encoding. You agree that We do not fail to exercise ordinary care in paying an item solely because Our procedures do not provide for sight examination of items.

**12. FUNDS TRANSFERS** - Funds transfers We permit that are subject to Article 4A of the Uniform Commercial Code, such as wire transfers, will be subject to such provisions of the Uniform Commercial Code as enacted by the State where the main office of the Credit Union is located, except as otherwise provided in this Agreement. ACH transfers are subject to Nacha rules. We may execute certain requests for funds transfers by Fedwire which are subject to the Federal Reserve Board's Regulation J.

**a. Authorization for Transfers/Debiting of Accounts.** You may make or order funds transfers to or from Your Account. We will debit Your Account for the amount of a funds transfer from Your Account and will charge Your Account for any fees related to the transfer.

**b. Right to Refuse to Make Transfers/Limitation of Liability.** Unless We agree otherwise in writing, We reserve the right to refuse to execute any payment order to transfer funds to or from Your Account. We are not obligated to execute any payment order to transfer funds out of Your Account if the amount of the requested transfer plus applicable fees exceeds the Available Balance (defined below) in Your Account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond Our control including mechanical, electronic or equipment failure. In addition, We will not be liable for consequential, special, punitive or indirect loss or damage You may incur in connection with funds transfers to or from Your Account.

**c. No Notice Required.** We will not provide You with notice when funds transfers are credited to Your Account. You will receive notice of such credits on Your Account statements. You may contact Us to determine whether a payment has been received.

**d. Interest Payments.** If We fail to properly execute a payment order and such action results in a delay in payment to You, We will pay You dividends or interest, whichever applies to Your Account, for the period of delay as required by applicable law. You agree that the dividend or interest rate paid to You will be based on the lowest nominal dividend or interest rate We were paying on any Account during that period.

**e. Provisional Credit for ACH Transactions.** We may provisionally credit Your Account for an ACH transfer before We receive final settlement. If We do not receive final settlement, We may reverse the provisional credit or require You to refund Us the amount provisionally credited to Your Account, and the party originating the transfer will not be considered to have paid You.

**f. Payment Order Processing and Cut-off Times.** Payment orders We accept will be executed within a reasonable time of receipt. Unless We have agreed otherwise in writing, a payment order may not necessarily be executed on the date it is received or on a particular date You specify. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments. Funds transfers, payment orders, cancellations, and amendments received after a cut-off time may be treated as having been received on the next funds transfer business day. Information about any cut-off times is available upon request. From time to time, We may need to temporarily suspend processing of a transaction for greater scrutiny or verification in accordance with applicable law. This action may affect settlement or availability of the transaction.

**g. Identifying Information.** If Your payment order identifies the recipient and any financial institution by name and Account or other identifying number, the Credit Union and any other financial institutions facilitating the transfer may rely strictly on the Account or other identifying number, even if the number identifies a different person or financial institution.

**h. Amendments and Cancellations of Payment Orders.** Any Account owner may amend or cancel a payment order regardless of whether that person initiated the order. We may refuse requests to amend or cancel a payment order that We believe will expose the Credit Union to liability or loss. Any request to amend or cancel a payment order that We accept will be processed within a reasonable time after it is received. You agree to hold Us harmless from and indemnify Us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order.

**i. Security Procedures.** We may require You to follow a security procedure to execute, amend or cancel a payment order so that We may verify the authenticity of the order, amendment or cancellation. You agree that the security procedure established by separate agreement between You and the Credit Union is commercially reasonable. If You refuse to follow a commercially reasonable security procedure that We offer, You agree to

be bound by any payment order, whether authorized or not, that is issued in Your name and accepted by Us in good faith in accordance with the security procedure You choose. Even if You enroll in online banking or bill pay or Our electronic document delivery service, We may from time to time require certain transactions to be made in-person or We may require verification or authentication of Your identity for security purposes before a transaction or other business with Us may be initiated, processed, or completed. You agree and understand that this is for the protection of Us and You and is intended to safeguard Your personal information and all funds held in or by the Credit Union, and to help prevent identity theft and bank fraud. You agree that We will not be liable for any delay in, or prevention of, any transaction or business conducted by You due to these security measures.

**j. Duty to Report Unauthorized or Erroneous Funds Transfers.** You must exercise ordinary care to identify and report unauthorized or erroneous funds transfers on Your Account. You agree that You will review Your Account(s) and periodic statement(s). You further agree You will notify Us of any unauthorized or erroneous transfers within the time frames described below.

**k. Recording Telephone Requests.** You agree that We may record payment order, amendment and cancellation requests as permitted by applicable law.

**l. Remittance Transfers.** A "remittance transfer" is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. If We act as a remittance transfer provider and conduct a remittance transfer(s) on Your behalf, the transaction(s) will be governed by 12 C.F.R. part 1005, subpart B - Requirements for remittance transfers. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to You at the time such services are requested and rendered in accordance with applicable law.

**13. ACCOUNT RATES AND FEES** - We pay Account earnings and assess fees against Your Account as set forth in the Truth-in-Savings Disclosure and Service Charge and Fee Schedule. We may change the Truth-in-Savings Disclosure or Fee Schedule at any time and will notify You as required by law.

**14. TRANSACTION LIMITATIONS**

**a. Withdrawal Restrictions.** We will pay checks or drafts, permit withdrawals, and make transfers from the Available Balance in Your Account. The availability of funds in Your Account may be delayed as herein. We may also pay checks or drafts, permit withdrawals, and make transfers when You have an insufficient Available Balance in Your Account if You have established an overdraft protection plan or, if You do not have such a plan with Us, in accordance with Our Overdraft Policy.

We may refuse to allow a withdrawal in some situations and will advise You accordingly if, for example: (1) there is a dispute between Account owners (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the Account secures any obligation to Us; (4) required documentation has not been presented; (5) You fail to repay a credit union loan on time; or (6) We deem it necessary for any other reason allowed by applicable law. We may require You to give written notice of seven (7) to sixty (60) days before any intended withdrawals.

**b. Transfer Limitations.** We may limit the dollar amount or the number of transfers from Your Account. Please consult Your Truth-in-Savings Disclosure or Your Electronic Fund Transfers Agreement and Disclosure.

**15. CERTIFICATE ACCOUNTS** - Any term share, share certificate, time deposit or certificate of deposit Account (certificate Account), whichever We offer as allowed by applicable Federal or State law, is subject to the terms of this Agreement, the Truth-in-Savings Disclosure, the Account Receipt for each Account, and any other documents We provide for the Account, the terms of which are incorporated herein by reference.

**16. OVERDRAFT POLICY** - We understand that unexpected overdrafts occur from time to time. We offer a variety of Overdraft Protection Plans that can help. The choice is Yours. Consider these ways to cover overdrafts.

| OVERDRAFT PROTECTION PLAN OPTION              | ACCOUNTS AVAILABLE FOR  | TRANSACTIONS COVERED                  | COST  |
|---|---|---------------------------------------|---|
| <b>Courtesy Pay</b> <sup>1,4</sup>            | All Consumer Checking products except MyFit Checking and Health Interest Checking | Checks, ACH Automated Debit, Bill Pay | <p>\$25 per item</p> <p>You may incur multiple returned fees for the same presented check, draft, or item.</p> <p>3 maximum number of overdraft fees per day</p> <p>\$25.00 minimum overdrawn balance required to trigger fee</p> <p>You will not be charged a fee on overdrawn transactions of \$10.00 or less</p> |
| <b>Debit Card Courtesy Pay</b> <sup>1,2</sup> | All Consumer Checking products except MyFit Checking and Health Interest Checking | Debit Card Transactions <sup>5</sup>  | <p>\$25 per item</p> <p>3 maximum number of overdraft fees per day</p> <p>\$25.00 minimum overdrawn balance required to trigger fee</p> <p>You will not be charged a fee on overdrawn transactions of \$10.00 or less</p>   |



|  |   |   |  |
|--|---|---|--|
| <p><b>Overdraft Transfer Plan</b> <sup>1, 2, 3</sup></p> | <p>All Consumer Checking products except Health Interest Checking</p> | <p>Checks, ACH Automated Debit, Bill Pay, ATM Transactions, Online and Mobile Banking Transfer, Debit Card Transactions of Any Type</p> | <p>\$0<br/>Per transfer, plus interest accrued on any associated line of credit. Transfers are subject to remaining available line of credit and/or funds available in transferring Account.</p> |
|--|---|---|--|

1 You must meet the eligibility requirements. (see below)

2 Call Us at 877-325-2848 or stop by a branch to sign up or apply for these services.

3 Subject to credit approval.

4 This service is automatically included on Your Account when You open any of these Accounts.

5 As detailed in this Agreement, We will not pay one-time (non-recurring) debit card transactions resulting in an overdraft on Your consumer checking Account unless You have opted in to Debit Card Courtesy Pay. If You do so, You will be charged a fee for each overdraft We pay resulting from a one-time debit card transaction. We may pay recurring debit card transactions resulting in an overdraft on Your consumer checking Account regardless of whether You have opted in to Debit Card Courtesy Pay. If You have not opted in to Debit Card Courtesy Pay, due to system limitations You may initially be charged a fee for any overdrafts resulting from a recurring debit card transaction. If such a fee is charged to Your Account, We will refund the fee amount to Your Account within 24 hours. Please note that it is possible that, regardless of the eventual refund of any overdraft fees associated with a recurring debit card transaction, the fee assessed against Your Account will lower Your Available Balance by the amount of the fee during the period between the time the fee is assessed and the time the fee is refunded. Please also note that any overdraft fees that We have refunded will still be listed as fees assessed against Your Account on Your periodic and annual statements.

Courtesy Pay and Debit Card Courtesy Pay programs allow You to overdraw Your consumer checking Account up to a disclosed limit for a fee in order for Us to pay a transaction. Even if You have the Overdraft Transfer Plan, the Courtesy Pay or Debit Card Courtesy Pay programs are still available as secondary coverage if the other protection is exhausted. Standard coverage in the amount of \$750 is available for consumer checking Accounts. Silver Merit Members have coverage in the amount of \$1000. Gold Merit Members have coverage in the amount of \$1500. Member merit status could change on a monthly basis based upon Your existing balances. As a result Your overdraft coverage may change should Your Member Merit benefits change. An Account's Member Merits level and Courtesy Pay coverage amount is determined by the member's household Member Merits level. All individuals who reside in the same household, as designated by the member's primary residential address have the same Member Merits status and therefore the same Courtesy Pay coverage levels. Unless otherwise stated in this Agreement Your Courtesy Pay limit will not fall below \$750, unless revoked. The maximum coverage amounts described above apply cumulatively to Courtesy Pay and Debit Card Courtesy Pay plans. There is not a separate maximum coverage amount for each plan. When You are charged a fee for the payment of an overdraft, as described below, that fee is subtracted from Your coverage limit in addition to the amount of the transaction resulting in the overdraft.

The Overdraft Transfer Plan described above may help prevent overdrafts by automatically transferring funds to Your consumer checking Account from another checking, savings, or money market Account or a line of credit You have at the Credit Union. Please note that any line of credit is subject to credit approval. These services may cost less than the Courtesy Pay or Debit Card Courtesy Pay.

Additional information about overdraft protection follows:

**a. Overdraft Eligibility Requirements**

Courtesy Pay, Debit Card Courtesy Pay, and Overdraft Transfer Plan programs are available on consumer checking Accounts opened at least thirty (30) days and in good standing. To be in good standing requires at a minimum:

- You are not in default on any other loan or other obligation to the Credit Union, and do not have any loan or other obligation to the Credit Union that the Credit Union may consider to be abused or a loss;
- Your Accounts with Us are not subject to any legal or administrative order, garnishments or liens; and
- No restrictive flags have been placed on Your consumer checking Account.

For the Courtesy Pay and Debit Card Courtesy Pay programs, there are additional minimum requirements to being in good standing:

- You do not have any other loan or other obligation to the Credit Union that is delinquent by more than fifteen (15) days;
- Your consumer checking Account has not had a negative balance for more than ten (10) consecutive days;
- Your consumer checking Account has incurred no more than eight (8) returned insufficient funds/uncollected funds (NSF/UCF) check or ACH items in any calendar month; and
- Your consumer checking Account has incurred no more than twenty (20) Overdraft/UCF check, ACH, or Debit Card overdraft transactions in any calendar month. Note due to processing limitations, if You have additional transactions that result in paid overdrafts on the same day You reach the monthly threshold of twenty (20), We may pay those additional transactions and charge a fee.

Please see Your Personal Service Counselor for more details.

**b. Payment of Overdrafts**

(1) If, on any day, the Available Balance in Your consumer checking Account is not sufficient to pay the full amount of a check, draft, transaction, or other item, plus any applicable fee that is posted to Your Account, We may return the item or pay it, in accordance with Our Overdraft Policy. Our determination of an insufficient available Account balance may be made at any time between presentation and Our midnight deadline with only one review of the Account required. We do not have to notify You if Your Account does not have sufficient available funds in order to pay an item. Your Account may be subject to a charge for each item regardless of whether We pay or return the item. You may also incur multiple returned item fees for the same presented check, draft or item.

(2) Our Courtesy Pay program and Overdraft Transfer Plan allows Us to authorize payment for the following types of transactions regardless of whether Your consumer checking Account has sufficient funds:

- (a) Checks and other transactions made using Your consumer checking Account, except as otherwise described below;
- (b) Automatic bill payments;
- (c) ACH Debit transactions;
- (d) Online and mobile banking (Overdraft Transfer Plan Only);
- (e) ATM Transactions (Overdraft Transfer Plan Only); and

(f) Debit card transactions of any type (Overdraft Transfer Plan Only)

If You have established an Overdraft Transfer Plan service linking Your consumer checking Account with other individual or joint Accounts, You authorize Us to transfer funds from other Accounts of Yours to cover an insufficient item, including transfers from a deposit Account, a line of credit, or other Accounts You so designate. Service fees, interest and other charges for these transactions are described herein and also shown in the Truth in Savings Disclosure and Service Charge and Fee Schedule. We reserve the right not to transfer funds from another Account or draw on Your line of credit even if We have done so in the past. If the transfer of funds from a linked Account would result in a zero or negative balance in such linked Account or would result in an overdraft in such linked Account, We may not transfer funds to Your consumer checking Account. If Your line of credit has reached its maximum limit, We will not exceed the limit on the line. We reserve the right to terminate this Overdraft Transfer Plan at Our discretion.

(3) You agree that We may apply funds deposited to Your Account(s) to Your outstanding overdrafts and fees, regardless of the source, which specifically includes directly deposited government entitlements or benefits such as social security deposits.

(4) Except as otherwise agreed in writing, if We exercise Our right to use Our discretion to pay such items that result in an insufficiency of funds in Your Account, We do not agree to pay them in the future and may discontinue coverage at any time without notice to You. You should note the Courtesy Pay program is not a line of credit; it is a discretionary overdraft service that can be withdrawn at any time without prior notice. With Courtesy Pay, We pay overdrafts at Our discretion, which means We do not guarantee that We will always authorize and pay any type of transaction. If We pay these items or impose a fee that results in insufficient funds in Your Account, You agree to pay the insufficient amount, including the fee assessed by Us, in accordance with Our standard overdraft services or any other service You may have authorized with Us, or if You do not have such protection with Us, in accordance with any overdraft payment policy We have. Courtesy Pay, Debit Card Courtesy Pay and Overdraft Transfer Plans may be suspended until Your Account is brought back in good standing.

**c. Special Consent Required for One-Time Debit Card Transactions**

For Debit Card Courtesy Pay coverage on one-time (non-recurring) Debit Card transactions, You must affirmatively consent to such coverage. Your consent is also required for Courtesy Pay coverage for overdrafts occurring at ATMs when such overdrafts are caused by use of Your debit card. To consent to such coverage, You can complete the consent document entitled "Debit Card Courtesy Pay Program", change Your Account elections in Mobile Access or Online Access, call 877-325-2848, email Us, or visit a branch. Without Your express consent We may not authorize and pay any one-time Debit Card transactions that result in insufficient funds in Your consumer checking Account pursuant to the Courtesy Pay Program. If You desire this service for more than one Account number, you will need to provide Us with a separate consent for each additional Account number.

Giving Us Your consent to pay one-time Debit Card overdrafts on Your consumer checking Account may result in Your incurring overdraft fees for transactions that We would otherwise be required to pay without assessing an overdraft fee. However, this would allow Us to authorize transactions up to the amount of Your overdraft courtesy pay limit. If You do not consent to Debit Card Courtesy Pay, We may still pay recurring Debit Card transactions resulting in overdrafts, but You will not be charged a fee if We pay these transactions.

**d. Charges and Fees**

Our current service charge is \$25 for each overdraft. You may incur multiple returned fees for the same presented check, draft, or item.

We will charge a maximum of three (3) overdraft fees per day

Your checking Account must be overdrawn by a minimum of \$25.00 in order to be charged an overdraft fee.

You will not be charged a fee on overdrawn transactions of \$10.00 or less.

If You are enrolled in the Overdraft Transfer Plan and have linked Your consumer checking Account with other individual or joint Accounts, You will not be charged a fee per overdraft, subject to available line of credit and/or funds available in a linked Account. If Your consumer checking Account is linked to a line of credit, You will be charged interest on the line of credit in accordance with the terms of Your credit line Account agreement. If funds are not available in Your linked Account(s), You will be charged an overdraft fee of \$25 per item.

If You affirmatively consent for Debit Card Courtesy Pay You will be charged \$25 for each overdraft resulting from both one-time Debit Card transaction and recurring Debit Card transactions.

**e. Limits on Overdrafts**

For consumer checking Accounts there is a limit of twenty (20) cumulative Courtesy Pay and Debit Card Courtesy Pay overdrafts per month. Beginning on the first day after an Account reaches this limit, transactions resulting in overdrafts will be returned unpaid or denied for the remainder of that month (note that due to processing limitations, if You have additional transactions that result in overdrafts on the same day You reach the monthly limit, We may pay those additional transactions and charge You a fee). A returned item fee of \$25 may apply. You may also incur multiple returned item fees for the same presented check, draft or item.

**An Overdraft Transfer Plan linked to another Account or a line of credit may be a less expensive option than the Courtesy Pay program. Good Account management is the best way to avoid overdrafts. Use Our MobileAccess+, Online Access, and Account Access by Phone to keep track of Your balance. For additional financial education resources, please visit [www.mymoney.gov](http://www.mymoney.gov).**

**f. Order of Payment**

Checks, drafts, transactions, and other items may not be processed in the order that You make them. We will pay a check, draft, or item, and execute other transactions on Your consumer checking Account in the order received. The order in which We process checks, drafts, or items, and execute other transactions on Your Account may affect the total amount of overdraft fees that may be charged to Your consumer checking Account.

**g. Our General Rules on How Transactions Are Posted to Your Account**

As noted above, checks and transactions may not be processed in the order that You make them. Below is a general guideline on how We process transactions to Your consumer checking Account. You should read this disclosure carefully. If You have questions, please call Us at 877-325-2848 or visit any branch.

Checks - Each business day We receive a file of checks for Your Accounts from Our service provider. The file is posted in the evening of the same day. Checks are posted in the order that they are received in the file. Check deposits are posted as they are received and are subject to the Credit Union's Funds Availability Policy.

ACH - We download ACH files from the Federal Reserve Bank at certain points during each business day. Each business day morning We post ACH credits and debits dated for that day. Credits post first, then debits. We post three (3) additional times after the morning post has been completed; again,

credits post first then debits. By 5pm Central Time each business day, the final ACH posting runs, again, credits post first then debits. Each business day evening any ACH credits that are pending for the next business day are posted.

**Debit PIN/Point of Sale (POS) Debit Card Transactions** - Debit PIN or POS transactions are transactions where You use Your Debit Card and enter a PIN number at the time of sale. PIN based transactions post in real time, when the card is swiped (or when You submit Your PIN as part of an online purchase transaction) and the transaction authorized, the posting occurs almost immediately after authorization and funds are immediately withdrawn from Your Account.

**Debit Signature Transaction** - Debit Signature Transactions are transactions where You make a purchase with Your Debit Card but instead of using a PIN, You are asked to sign or authorize that transaction by providing the code (CVV) on the back of Your card. Each transaction is authorized when the card is swiped (or when You submit Your debit card number as part of an online purchase transaction) and an authorization hold is placed on Your Account for the amount of the purchase. The duration of the hold is three (3) days. During this hold period We will receive from the network the transaction and Your Account is debited for the amount of the transaction. The authorization hold is dropped when the final transaction posts to Your Account.

**ATM Transactions** - Cash withdrawals made at an ATM are processed immediately. Deposits made at an ATM are processed on the next business day. ATM deposits are subject to the Credit Union's Funds Availability Policy.

#### **h. Your Consumer Checking Account Balance**

Your consumer checking Account has two kinds of balances: the "actual" balance and the "available" balance. Both can be checked when You review Your Account online, by calling the Credit Union, or by visiting a branch. It is important to understand how the two balances work so that You know how much money is in Your Account at any given time.

Your **actual** balance ("Actual Balance") is the amount of money that is actually in Your Account at any given time based on transactions that have "posted" to Your Account. The "actual" balance does not include transactions that have been authorized and are pending. The "actual" balance does not reflect any holds that have been placed on Your Account, and does not reflect the amount in Your Account that is available to pay items presented against the Account. Any purchases, holds, fees, other charges, or deposits made on Your Account that have not yet posted will not affect Your Actual Balance. For example, if You have a \$50.00 Actual Balance, but You just wrote a check for \$40.00 that has not yet been paid, then Your Actual Balance is \$50.00 but it does not reflect a deduction for the check that has not yet been paid.

Your **available** balance ("Available Balance") is the amount of money in Your Account that is available to pay items presented against the Account without incurring an overdraft or non-sufficient funds fee. The Available Balance is generally equal to the Actual Balance, less the amount of any holds placed on recent deposits, holds for other reasons, and holds for pending transactions (such as pending Debit Card purchases) that We authorized but that have not yet posted to Your Account. For example, assume You have an Actual Balance of \$50 and an Available Balance of \$50. If You were to use Your Debit Card at a restaurant to buy lunch for \$20 (without a tip), then that merchant could ask Us to pre-authorize the payment. In that case, We will put a "hold" on Your Account for \$20. Your Actual Balance would still be \$50.00 because this transaction has not yet posted, but Your Available Balance would be \$30 because We have been notified that there will be a \$20 charge to the restaurant. When the restaurant submits its charge for payment (which could be a few days later and then include a tip), We will post the transaction to Your Account and Your Actual Balance will be reduced by the amount of the charge to the restaurant (\$20 plus any tip). The \$20 hold will be released around the same time, but not necessarily at exactly the same time.

Your Available Balance is used to determine when there are insufficient funds to pay an item presented for payment from Your consumer checking Account.

An overdraft occurs when You do not have enough in Your consumer checking Account to cover a transaction, and We pay the transaction anyway. If Your Available Balance is not sufficient to cover a transaction, We may pay the item and charge You an overdraft fee, as explained in this Agreement and in this Overdraft Policy. It is important that You understand that a transaction could still result in an overdraft even if Your available balance appears sufficient for the transaction at the time You make it. This is because Your available balance as it appears at a particular moment may not reflect transactions that You have authorized but that have not yet been paid.

If Your Available Balance is not sufficient to cover the transaction, the transaction will result in an overdraft regardless of whether Your Available Balance appeared sufficient at the time You made the transaction.

Your Available Balance may not reflect all Your outstanding checks, bill payments, or other transactions that You have authorized but have not yet been paid (or pre-authorized) from the Account. In the example above, the outstanding check will not reduce Your Actual Balance until it is presented to Us and paid from Your Account.

In addition, Your Available Balance may not reflect all of Your Debit Card transactions. For example, if a merchant obtains Our prior authorization but does not submit a one-time Debit Card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of Debit Card transactions), We must release the authorization hold on the transaction. Once the authorization hold is released, Your Available Balance will no longer be reduced by the amount of the transaction until such time as the transaction is received by Us and paid from Your Account. The amount of an authorization hold may also differ from the actual payment because the final transaction may not yet be known to the merchant when the authorization requested is submitted. For example and as noted above, if You add a tip to a final restaurant bill, that tip will not be deducted from Your Available Balance until the transaction posts to Your Account. This situation may also occur when You use Your debit card at gas stations and hotels. Sometimes these merchants may request We authorize a hold for less than or in excess of the final charge; for instance, if You provide Your debit card when You check into a hotel to pay for any incidentals, the hotel may request an authorization for several hundred dollars in anticipation of expenses You may incur during Your stay. When You check out of the hotel, that hold may be removed or posted for the exact amount of Your expenses. However, until that happens, the amount of the authorization requested by the hotel may be unavailable for use in Your Account to pay other items such as checks or other debit card transactions. We cannot control how much a merchant asks Us to authorize or when a merchant submits a transaction for payment. In addition, authorization holds for debit card transactions placed on sufficient available funds do not guarantee that an overdraft will not occur. Intervening transactions may occur after a pre-authorization that reduces the Available Balance before the final debit card transaction posts to the Account. If this results in an Available Balance that is insufficient to cover the pre-authorized debit card transaction when it posts to Your Account, You will be overdrawn, but We will not charge You an overdraft fee if Your Available Balance was sufficient at the time We authorized the transaction.

The best way to avoid overdraft is to record and track all of Your transactions at close of each day.

#### **i. Dishonoring and Return Checks**

Should We dishonor and return a check, draft or item drawn on an Account with insufficient funds, Your consumer checking Account will be charged a fee for the dishonored and returned check, draft or item as stated in the Truth-In-Savings and Service Charge and Fee Schedule disclosures. You understand that We may be presented with a particular check, draft or item multiple times as the presenting party attempts to have the check, draft or

item paid. You further understand that We are unable to control how many times a presenting party may present the same check, draft or item to Us. If We are presented with a check, draft or item that We have already dishonored and returned and Your Account still lacks the funds to pay such check, draft or item, You will again be charged a fee for the dishonored and returned check, draft or item. This could result in multiple returned item fees being assessed to Your Account for the same check, draft or item. You also understand and agree that We are not liable if We refused to pay a check, draft or item drawn on Your consumer checking Account and return it when non-payment occurs as a result of Our charging Your Account for any obligation You owe Us. Finally, We are repeatedly presented with checks, drafts, items or transfers drawn on Your consumer checking Account for insufficient funds, We may consider that account abuse and may close Your Account under this Agreement.

**j. Opting Out of Courtesy Pay, Debit Card Courtesy Pay or Overdraft Transfer Plan**

You can opt out of the Courtesy Pay, Debit Card Courtesy Pay or Overdraft Transfer Plan for any consumer checking Account at any time by changing Your Account elections in Mobile Access or Online Access, calling 877-325-2848, e-mailing Us, or visiting a branch. If You cancel or opt out of Your Overdraft Transfer Plan and You have linked your consumer checking Account to a line of credit, You are still obligated to repay any obligation under Your line of credit. Opt out may take up to three (3) business days to become effective. If You have both Courtesy Pay and Debit Card Courtesy Pay and elect to opt out of Courtesy Pay, You will automatically lose Debit Card Courtesy Pay coverage. For Courtesy Pay, if You opt out, You can choose to "opt back in," but We require a minimum of thirty (30) days to elapse between the time You opt out and the time You may opt back in. For Debit Card Courtesy Pay, if You opt out, You may "opt back in" at any time.

**k. Returned Checks Deposited into Your Account**

Should You deposit a check into Your Account and the check is returned to Us, We will reduce Your balance (both Actual and Available) for the amount of the returned check, but We will not charge You a fee.

**l. Questions**

If You have questions about Courtesy Pay, Debit Card Courtesy Pay or Overdraft Transfer Plan programs, contact Us at 877-325-2848 or stop by any branch.

**17. POSTDATED AND STALEDATED CHECKS OR DRAFTS** - You agree not to issue any check or draft that is payable on a future date (postdated). If You do draw or issue a check or draft that is postdated and We pay it before that date, You agree that We shall have no liability to You for such payment. You agree not to deposit checks, drafts, or other items before they are properly payable. We are not obligated to pay any check or draft drawn on Your Account that is presented more than six (6) months past its date; however, if the check or draft is paid against Your Account, We will have no liability for such payment.

**18. STOP PAYMENT ORDERS**

**a. Stop Payment Order Request.** Any owner may request a stop payment order on any check or draft drawn on the owner's Account. To be binding, the order must accurately describe the check or draft, including the exact Account number, check or draft number, and amount of the check or draft. This exact information is necessary for the Credit Union to identify the check or draft. If We receive incorrect or incomplete information, We will not be responsible for failing to stop payment on the check or draft. In addition, We must receive sufficient advance notice of the stop payment order to allow Us a reasonable opportunity to act on it. If We recredit Your Account after paying a check or draft over a valid and timely stop payment order, You agree to sign a statement describing the dispute with the payee, to assign to Us all of Your rights against the payee or other holders of the check or draft, and to assist Us in any legal action.

Fees for stop payment orders will be imposed and are set forth on the Credit Union's Service Charge and Fee Schedule. You may not stop payment on any certified check, cashier's check, teller's check, official check, or any other check, draft, or payment guaranteed by Us. If You lose a certified check and You ask Us to replace it, We will require You to execute a separate agreement in order for Us to issue You a new check. Although payment of an item may be stopped, You may remain liable to any item holder, including Us. You have the burden of establishing the fact and amount of loss resulting from the payment of an item contrary to a binding stop payment order. Stop payment orders for preauthorized debit transactions from Your Account are governed by Regulation E. Please refer to the Electronic Fund Transfers Agreement and Disclosure for rules regarding stop payments on preauthorized debit transactions.

**b. Duration of Order.** You may make an oral stop payment order which will lapse within fourteen (14) calendar days unless You confirm it in writing, or in a record if allowed by applicable law, within that time. A written stop payment order is effective for six (6) months and may be renewed for additional six (6)-month periods by submitting a renewal request in writing, or in a record if allowed by applicable law, before the stop payment order then in effect expires. We do not have to notify You when a stop payment order expires.

**19. CREDIT UNION LIABILITY** - If We do not properly complete a transaction according to this Agreement, We will be liable for Your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if, for example: (1) Your Account contains an insufficient Available Balance for the transaction; (2) circumstances beyond Our control prevent the transaction; (3) Your loss is caused by Your or another financial institution's negligence; (4) Your Account funds are subject to legal process or other claim; (5) if You use a damaged or expired card and/or PIN or one that has been reported lost or stolen; (6) if We believe that something is wrong, for example, that Your card or PIN has been stolen; (7) as otherwise provided in applicable laws and regulations; or (8) for preauthorized transactions, if through no fault of Ours, the payment information for a preauthorized transfer is not received. We will not be liable for consequential damages, except liability for wrongful dishonor. We are not responsible for a check or draft that is paid by Us if We acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if Our actions or nonactions are consistent with applicable State law, Federal Reserve regulations and operating letters, clearinghouse rules, and general financial institution practices followed in the area We serve. You grant Us the right, in making payments of deposited funds, to rely exclusively on the form of the Account and the terms of this Agreement. Any conflict regarding what You and Our employees say or write will be resolved by reference to this Agreement.

**20. CHECKS OR DRAFTS PRESENTED FOR PAYMENT IN PERSON** - We may refuse to accept any check or draft drawn on Your Account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft, and We shall have no liability for refusing payment. If We agree to cash a check or draft that is presented for payment in person, We may require the presenter to pay a fee. Any applicable check or draft cashing fees are stated in the Service Charge and Fee Schedule.

**21. REMOTELY CREATED CHECKS OR DRAFTS** - For purposes of this paragraph, the term "Account" means a transaction Account, credit Account, or any other Account on which checks or drafts may be drawn. A remotely created check or draft is a check or draft created by someone other than the person on whose Account the check or draft is drawn. A remotely created check or draft is generally created by a third-party payee as authorized by the owner of the Account on which the check or draft is drawn. Authorization is usually made over the telephone or through online communication. The owner of the Account does not sign a remotely created check or draft. In place of the owner's signature, the remotely created check or draft usually bears a statement that the owner authorized the check or draft or bears the owner's printed or typed name. If You authorize a third party to draw a remotely created check or draft against Your Account, You may not later revoke or change Your authorization. It is Your responsibility to resolve any

authorization issues directly with the third party. We are not required to credit Your Account and may charge against Your Account any remotely created check or draft for which the third party has proof of Your authorization.

**22. LIEN & SECURITY INTEREST IN ACCOUNT FUNDS** — You understand and agree that if You owe Us money as a member, owner, trustee, agent successor trustee, fiduciary, drawer, endorser, borrower, guarantor or any other capacity, We shall have a lien on Your Account as permitted by applicable law and You grant Us a contractual security interest in any and all funds in all Accounts that You are an owner, trustee or fiduciary of or have an ownership or fiduciary interest in no matter what the source of funds in the Account, including directly deposited government entitlements or benefits such as social security deposits. However, Our security interest, any right of set off and any lien right do not apply to retirement Accounts, Coverdell Accounts or any obligation relating to or arising out of Your personal residence. At Our discretion, We may apply the funds from any Accounts on which You are an owner or for which You represent the owner in a trustee or fiduciary capacity, including those Accounts with a designated beneficiary/POD payee, to pay off Your obligations to Us or, where You are acting in a trustee or fiduciary capacity, to pay off the obligations of the Account owner. We may take such action at any time without notice to You. If We choose not to enforce Our lien or contractual security interest, Our non-action is not a waiver or Our rights to enforce Our rights at a later time. You agree that a security interest granted by one owner, trustee or fiduciary of an Account will continue to secure that owner's, trustee's or fiduciary's obligation to Us even after that owner, trustee or fiduciary dies.

**23. LEGAL PROCESS** - If any legal action is brought against Your Account, We may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved, as permitted by law. Or, in Our discretion, any expenses or attorney fees We incur responding to legal process may be charged against Your Account without notice, unless prohibited by law. Any legal process against Your Account is subject to Our lien and security interest.

**24. SHARING AND DISCLOSING ACCOUNT INFORMATION** – While We value Your right to privacy and confidentiality of Your personal information, there are times where Your information will be shared and disclosed as follows:

**a. With joint Account owners and other parties to the transaction.** If You have a joint deposit Account or loan Account, or if You enter into a transaction or Account with Us that requires a guarantor or a third-party owner of pledged collateral, You specifically agree to allow Us to share and disclose information pertaining to those Accounts with all Your joint owners and other such persons described herein. By agreeing to involve these persons in Your Accounts and transactions, You acknowledge and agree that You are waiving Your right to privacy in this regard and that it is understood that each of You will see each other's personal, non-public information that would otherwise be held in confidence.

**b. With Third Parties.** Please see Our Privacy Disclosure for details on Our disclosure of information to third parties.

**25. NOTICES** – Any written notice You give Us is effective when We actually receive it, and it must be given to Us according to the specific delivery instructions provided elsewhere, if any.

**a. Name or Address Changes.** You are responsible for notifying Us of any change in Your name, address, email or other personal contact information. Changes to personal contact information can be made in Mobile Access or Online Access, by calling 877-325-2848, e-mailing Us, or visiting a branch. We have no duty or obligation to attempt to verify information supplied by You or to attempt to discover correct information if Your information is determined to be incorrect or no longer valid. For mail correspondence, We will attempt to communicate with You only by use of the most recent address You have provided to Us. If We attempt to locate You, We may impose a service fee as set forth in the Truth-in-Savings Disclosure or Fee Schedule. For email correspondence, You agree that We will not be liable if a "bounce message" is received by the sender that indicates an electronic message has not been delivered for any reason.

**b. Notice of Amendments.** Except for the arbitration provision below and as prohibited by applicable law, We may amend this Agreement by adding, removing, or changing terms at any time. We will notify you, in a manner We deem appropriate under the circumstances, of any changes in terms, rates or fees as required by law. We reserve the right to waive any terms of this Agreement. Any such waiver shall not affect Our right to future enforcement.

**c. Effect of Notice.** Any written notice We give to You is effective when it is provided electronically or is deposited in the U.S. mail, postage prepaid and addressed to You at Your statement mailing address and will be effective whether or not received by You. Notice to any Account owner is considered notice to all Account owners.

**d. Electronic Notices.** If You have agreed to receive notices electronically, We may send You notices electronically and discontinue mailing paper notices to You until You notify Us that You wish to reinstate receiving paper notices.

## 26. STATEMENTS

**a. Contents.** If We provide a periodic statement for Your Account, You will receive a periodic statement that shows the transactions and activity on Your Account during the statement period as required by applicable law. If a periodic statement is provided, You agree that only one statement is necessary for joint Accounts. For checking Accounts, You understand and agree that Your original check or draft, when paid, becomes property of the Credit Union and may not be returned to You, but copies of the check or draft may be retained by Us or by payable-through financial institutions and may be made available upon Your request. You understand and agree that statements are made available to You on the date they are mailed to You or, if You have requested, on the date they are made available to You electronically. You also understand and agree that checks, drafts, or copies thereof are made available to You on the date the statement is mailed to You or is provided to You electronically, even if the checks or drafts do not accompany the statement.

**b. Examination.** You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to Us. If You fail to report any irregularities such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on Your Account, erroneous payments or transactions, or other discrepancies that are reflected on Your statement within 60 days of the date We sent or otherwise provided the statement to You, We will not be responsible for Your loss. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of facsimile signature equipment.

Unauthorized electronic fund transfers governed by Regulation E are subject to different reporting periods. Please refer to the Electronic Fund Transfers Agreement and Disclosure for reporting requirements pertaining to electronic fund transfers.

**c. Notice to Credit Union.** You agree that the Credit Union's retention of checks or drafts does not alter or waive Your responsibility to examine Your statements or the time limit for notifying Us of any errors. The statement will be considered correct for all purposes, and We will not be liable for any payment made or charge to Your Account unless You notify Us in writing within the above time limit for notifying Us of any errors. If you fail to receive a periodic statement, You agree to notify Us within fourteen (14) days of the time You regularly receive a statement.

**d. Address.** If We mail You a statement, We will send it to the last known address shown in Our records. If You have requested to receive Your statement electronically, We will send the statement or notice of statement availability to the last e-mail address shown in Our records.

**27. INACTIVE ACCOUNTS** - As allowed by applicable law, We may classify Your Account as inactive or dormant and assess a fee if You have not made any transactions in Your Account over a specified period of time. The period of inactivity, the fee for servicing an inactive or dormant Account, and

the minimum balance required to avoid the service fee, if any, are set forth in Our Service Charge and Fee Schedule. You authorize Us to transfer funds from another Account of Yours to cover any service fees, if applicable. To the extent allowed by law, We reserve the right to transfer the Account funds to an Account payable or reserve Account and to suspend any further Account statements. If a deposit or withdrawal has not been made on the Account and We have had no other sufficient contact with You within the period specified by State law, the Account will then be presumed to be abandoned. Funds in abandoned Accounts will be reported and remitted in accordance with State law. Once funds have been turned over to the State, We have no further liability to You for such funds. If You choose to reclaim such funds, You must apply to the appropriate State agency.

**28. SPECIAL ACCOUNT INSTRUCTIONS** - You may request that We facilitate certain trust, will, or court-ordered Account arrangements. However, because We do not give legal advice, We cannot counsel You as to which Account arrangement most appropriately meets the specific requirements of Your trust, will, or court order. If You ask Us to follow any instructions that We believe might expose Us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, We may refuse to follow Your instructions or may require You to indemnify Us or post a bond or provide Us with other protection. We may require that Account changes requested by You, or any Account owner, such as adding or closing an Account or service, be evidenced by a signed Member Services Request or other document which evidences a change to an Account and is accepted by Us.

**29. MEMBER CONDUCT POLICY** - We are committed to maintaining a workplace free from abusive conduct, which includes, but is not limited to, any of the following conduct:

- a. Any threats of or actual bodily harm or illegal activity against another member, employee or volunteer engaged in Credit Union business.
- b. Any threats of retaliations against another member, employee or volunteer engaged in Credit Union business.
- c. Any type of harassment, including age, sexual, ethnic, or racial harassment; making racial or ethnic slurs, engaging in sexual conduct; making sexual overtures.
- d. Inappropriate touching/contact.
- e. Making sexual flirtations, advances or propositions; making graphic or degrading comments about an individual or their appearance.
- f. Displaying sexually suggestive objects or pictures.
- g. Fighting, kicking or other physical harm or attempted harm towards another member, employee or volunteer engaged in Credit Union business.
- h. Making false, vicious or malicious statements about any employee, volunteer or Us and/or Our services, operations, policies, practices, or management.
- i. Abusive or vulgar language directed towards another member, employee or volunteer engaged in Credit Union business.
- j. Bringing or possessing firearms or weapons or any hazardous or dangerous device on Our premises or at any of Our functions.
- k. Any other act which endangers the safety, health or wellbeing of another person or which is of sufficient magnitude that it causes disruption of business at the Credit Union.

In the event that any member or non-member engages in any type of abusive conduct towards any of Our members, employees or volunteers, any or all of the following actions may be imposed:

- a. Denial of all services other than the right to maintain a share Account and the right to vote at annual meetings and at special meetings. NOTE- this shall not impact Our rights to collect on any existing obligation, loan and/or debt.
- b. Preclusion from personal contact with Our employees and/or volunteers such that Our services may be available only by remote means.
- c. Preclusion from access to Our premises and/or functions.

We may choose to reconsider access to services at any time. We may choose to reinstate only those services that We feels are appropriate given the risk level.

Threats of bodily harm, actual bodily harm, or any other illegal activity against any of Our employees, volunteers or members will be reported to the appropriate authorities. Additionally, We, at Our discretion, may seek a restraining order. In the case of continued abusive conduct and/or an extremely abusive conduct incident, a member shall be subject to expulsion from membership per this Agreement and applicable law.

**30. RESTRICTION AND/OR SUSPENSION OF SERVICES** - If We restrict services based on any activity and/or behavior listed below, We may do so for all Accounts held in Your own name or held jointly by You. We may choose to reconsider access to services at any time. We may choose to reinstate only those services that We feel are appropriate given the risk level.

- a. **Increased Risk of Loss.** If, upon investigation, We discovery that You are engaging in any activity that increases the risk of financial loss to Us and/or jeopardizes Account security, We may restrict access to Our products and services to the extent We deems appropriate without prior notice to You. Examples of such activities included, but are not limited to: 1) You have negotiated, or attempted to negotiate, checks or other instruments that We reasonably believes are fraudulent or otherwise non-negotiable; 2) We have a reasonable belief that You have fallen for a scam or You have done so in the past; 3) Your online Account access has been compromised; 4) You have had ACH fraud or abuse on Your Account; 5) You have provided personal, Account, courtesy pay or other confidential information to a third party who We reasonably believes may be involved in a scam, or who has no apparent and legitimate business need to have access to such information.
- b. **Overdrawn, Past Due, Default.** If any Account is overdrawn, any loan is past due, or You are otherwise in default under any agreement You have with Us, We may without prior notice suspend Your access to any of Your Accounts and services. We may suspend Your access to information about Your Accounts and services as well as Your ability to conduct transactions on any Accounts and services by any means until the default is cured. This includes, but is not limited to, cashing checks, payment of checks presented, debit cards, ATMs, online banking, mobile banking, or any other means of access to Your Accounts and services.

**31. TERMINATION OF ACCOUNT** - We may terminate Your Account at any time without prior notice to You or may require You to close Your Account and apply for a new Account if, for example: (1) there is a change in owners or authorized signers; (2) there is a claim adverse to Your own interest; (3) there are others claiming an interest as survivors or beneficiaries of Your Account; (4) there is a claim arising by operation of law; (5) there has been a forgery or fraud reported or committed involving Your Account; (6) there is a dispute as to the ownership of the Account or of the funds in the Account; (7) any checks or drafts are lost or stolen; (8) there are excessive returned unpaid items not covered by an overdraft protection plan; (9) there has been any misrepresentation or abuse of any of Your Accounts; (10) We believe that You have been negligent in protecting Your access devices or access codes; (11) You have breached any promise under this Agreement; (12) You do not fulfill the terms of any of the Accounts, such as a required deposit being made to any Account, etc.; (13) We reasonably deem it necessary to prevent a loss to Us; (14) it is permissible in accordance with paragraphs 29

and 30 above; (15) as otherwise permitted by law; (16) Your membership in Us terminates; and (17) there is inappropriate or abusive behavior either in person or through other avenues such as telephone or email communications. If We are informed of such circumstances or otherwise believe that any of the circumstances are about to occur, We may place a stop payment on any item and We will not be liable to You for such a stop payment. You may terminate an individual Account by giving written notice. We reserve the right to require the consent of all owners to terminate a joint Account. We are not responsible for payment of any check, draft, withdrawal, transaction, or other item after Your Account is terminated; however, if We pay an item after termination, You agree to reimburse Us.

**32. TERMINATION OF MEMBERSHIP** - You may terminate Your membership by giving Us written notice or by withdrawing Your minimum required Membership Share, if any, and closing all of Your Accounts. You may be expelled from membership for any reason allowed by applicable law, the Bylaws or Credit Union policy. Any person expelled by the Board of Directors shall have the right to request a hearing before the Board of Directors to reconsider the expulsion. Termination of Your membership does not relieve You of Your obligations to pay any fees or obligations that You owe Us, and You are still responsible for any outstanding items that have not yet been processed or paid. Once membership is terminated, We may refuse any additional transactions or services. Upon expulsion from the Credit Union, Your ability to withdraw funds are subject to a sixty (60) day statutory notice provision which We may choose to enforce at Our sole discretion.

**33. DEATH OR INCOMPETENCE** - You agree to notify Us promptly if any person with a right to withdraw funds from Your Account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor all transfer orders, withdrawals, deposits, and other transactions on an Account until: (a) We know of a member's death or adjudication of incompetence, and (b) We have had a reasonable opportunity to act on that knowledge. Even with such knowledge, We may continue to pay checks or drafts or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days after the member's death unless We receive instructions from any person claiming an interest in the Account to stop payment on the checks, drafts, or other items. We may require anyone claiming a deceased owner's Account funds to indemnify Us for any losses resulting from Our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any Account owner.

**34. POWER OF ATTORNEY** - You may wish to appoint an agent to conduct transactions on Your behalf. (We, however, have no duty or agreement whatsoever to monitor or ensure that the acts of the agent are for Your benefit.) This may be done by allowing Your agent to sign in that capacity on the signature card or by separate form, such as a power of attorney. A power of attorney continues until Your death or the death of the person given the power. If the power of attorney is not "durable," it is revoked when You become incompetent. We may continue to honor the transactions of the agent until: (a) We have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) We have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold Us responsible for any loss or damage You may incur as a result of Our following instructions given by an agent acting under a valid power of attorney, or a power of attorney for which We have not received appropriate written notice of termination.

**35. BINDING ARBITRATION AND CLASS ACTION WAIVER - RESOLUTION OF DISPUTES BY ARBITRATION:** THIS SECTION CONTAINS IMPORTANT INFORMATION REGARDING YOUR ACCOUNTS AND ALL RELATED SERVICES. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES MAY BE MORE LIMITED THAN RULES APPLICABLE IN COURT.

#### **Agreement to Arbitrate Disputes.**

Either You or We may elect, without the other's consent, to require that any dispute between Us concerning Your Accounts and the services related to Your Accounts be resolved by binding arbitration, except for those disputes specifically excluded below.

#### **No Class Action or Joinder of Parties.**

YOU ACKNOWLEDGE THAT YOU AND WE AGREE THAT NO CLASS ACTION, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY, MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED. Unless mutually agreed to by You and Us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint Account holders or beneficiaries on Your Account and/or related Accounts, or parties to a single transaction or related transaction), whether or not the claim may have been assigned.

#### **Disputes Covered by Arbitration.**

Any claim or dispute relating to or arising out of Your Accounts or Our relationship will be subject to arbitration, regardless of whether that dispute arose before or after Your receipt of this notice. Disputes include claims made as part of a class action, private attorney general or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis and the arbitrator may award relief only on an individual (non-class, non-representative) basis. Disputes also include claims relating to the enforceability or interpretation of any of these arbitration provisions. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced.

All disputes are subject to arbitration, no matter what legal theory they are based on, or what remedy (damages, or injunctive or declaratory relief) they seek. Disputes include any unresolved claims concerning any services relating to Your Accounts. Disputes include not only claims made directly by You, but also made by anyone connected with You or claiming through You, such as a joint Account holder, Account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Disputes include not only claims that relate directly to the Credit Union, but also its parent, affiliates, successors, assignees, employees, and agents, and claims for which We may be directly or indirectly liable, even if We are not properly named at the time the claim is made. Disputes include claims based on any theory of law, contract, statute, regulation, tort (including fraud or any intentional tort), or any other legal or equitable ground, and include claims asserted as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and claims made independently or with other claims. If a party initiates a proceeding in court regarding a claim or dispute which is included under this Resolution of Disputes by Arbitration provision, the other party may elect to proceed in arbitration pursuant to this Resolution of Disputes by Arbitration provision.

#### **Disputes Excluded from Arbitration.**

Disputes filed by You or by Us individually in a small claims court are not subject to arbitration, so long as the disputes remain in such court and advance only an individual (non-class, non-representative) claim for relief. However, if a matter in small claims court is removed, transferred, or appealed to a non-small claims court, that claim shall be subject to this Resolution of Disputes by Arbitration provision. Claims or disputes arising from Your status as a borrower under any loan agreement with the Credit Union are also excluded from this Resolution of Disputes by Arbitration provision.

**Commencing an Arbitration.**

The arbitration must be filed with one of the following neutral arbitration forums and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association or JAMS. If You initiate the arbitration, You must notify Us in writing at:

423 Lynch St.  
St. Louis, MO 63118  
Attn: Research and Quality Management

If We initiate the arbitration, We will notify You in writing at Your last known address on file. You may obtain a copy of the arbitration rules for these forums, as well as additional information about initiating an arbitration by contacting these arbitration forums:

American Arbitration Association  
1-800-778-7879 (toll-free)  
www.adr.org

JAMS  
1-800-352-5267 (toll-free)  
www.jamsadr.com

The arbitration shall be conducted in the same city as the U.S. District Court closest to Your home address, unless the parties agree to a different location in writing.

**Administration of Arbitration.**

The arbitration shall be decided by a single, neutral arbitrator. The arbitrator will be either a lawyer with at least ten years' experience or a retired or former judge selected in accordance with the rules of the arbitration forum. The arbitrator shall follow procedures and rules of the arbitration forum in effect on the date the arbitration is filed unless those rules and procedures are inconsistent with this arbitration provision, in which case this arbitration provision will prevail. Those provisions and rules may limit the discovery available to You or Us. The arbitrator will take reasonable steps to protect customer Account information and other confidential information if requested to do so by You or by Us. The arbitrator shall decide the dispute in accordance with applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, will honor claims of privilege recognized at law, and will be empowered to award any damages or other relief provided for under applicable law. The arbitrator will not have the power to award relief to, or against, any person who is not a party to the arbitration. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute. Your or We may choose to have a hearing and be represented by counsel. The decision rendered by the arbitrator shall be in writing. At Your or Our request, the Arbitrator shall issue a written, reasoned decision following applicable law and relief granted must be relief that could be granted by the court under applicable law. Judgment on the arbitration award may be entered by any court of competent jurisdiction.

**Costs.**

The party initiating the arbitration shall pay the initial filing fee. If You file the arbitration and an award is rendered in Your favor, We will reimburse You for Your filing fee. If there is a hearing, We will pay the fees and costs of the arbitration for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, We will advance or reimburse filing and other fees if the arbitrator rules that You cannot afford to pay them or finds other good cause for requiring Us to do so, or if You ask Us in writing and We determine there is good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but a party may recover any or all costs and expenses from another party if the arbitrator, applying applicable law, so determines.

**Right to Resort to Provisional Remedies Preserved.**

Nothing herein shall be deemed to limit or constrain Our right to resort to self-help remedies, such as the right of set-off or the right to restrain funds in an Account, to interplead funds in the event of a dispute, to exercise any security interest or lien We may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that You or We may elect to arbitrate any dispute related to such provisional remedies.

**Arbitration Award.**

The arbitrator's award shall be final and binding unless a party appeals it in writing to the arbitration forum within fifteen days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. The appeal must request a new arbitration before a panel of three neutral arbitrators selected in accordance with the rules of the same arbitration forum. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same manner as allocated before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. A final and binding award is subject to judicial intervention or review only to the extent allowed under the Federal Arbitration Act or other applicable law. A party may seek to have a final and binding award entered as a judgment in any court having jurisdiction.

**Governing Law.**

You and We agree that Our relationship includes transactions involving interstate commerce and that these arbitration provisions are governed by, and enforceable under, the Federal Arbitration Act. To the extent state law is applicable, the laws of the State of Missouri shall apply.

**Severability, Survival.**

These arbitration provisions shall survive (a) termination or changes to Your Accounts or any related services; (b) the bankruptcy of any party; and (c) the transfer or assignment of Your Accounts or any related services. If any portion of this Resolution of Disputes by Arbitration provision is deemed invalid or unenforceable, the remainder of this Resolution of Disputes by Arbitration provision shall remain in force. No portion of this Resolution of Disputes by Arbitration provision may be amended, severed, or waived absent a written agreement between You and Us.

**Applicability.**

Arbitration will not apply to Your Account as long as You are an active duty Service Member.

Right to Reject this Resolution of Disputes by Arbitration provision.

YOU MAY CHOOSE TO REJECT THIS RESOLUTION OF DISPUTES BY ARBITRATION PROVISION BY SENDING US WRITTEN NOTICE AS DESCRIBED BELOW:



Agreement to the Resolution of Disputes by Arbitration provision:

1. If You agree to be bound by the above Resolution of Disputes by Arbitration provision, then no action is needed on Your part.
2. If You take no action, then effective immediately Your Accounts will be bound by this Resolution of Disputes by Arbitration provision.

Rejection of the Resolution of Disputes by Arbitration provision:

1. If You do not agree to be bound by this Resolution of Disputes by Arbitration provision, You must send Us written notice that You reject the Resolution of Disputes by Arbitration provision within 30 days of Account opening or within 30 days of receiving this notice, whichever is sooner, including the following information:
  - a. Your written notice must include: Your name, as listed on Your Account(s), Your Account number(s), and a statement that You reject the Resolution of Disputes by Arbitration provision, and;
  - b. You must send Your written notice to Us at the following address:

423 Lynch St.  
St. Louis, MO 63118  
Attn: Research and Quality Management

#### **Class Action Waiver without Arbitration.**

Regardless of whether the Arbitration Provisions of this Agreement are invoked or applied, You and We further agree that no class action, private attorney general action, or other representative action involving claims that You have against Us or that We have against You may be pursued in any court proceeding, regardless of when the claim accrued or when the facts underlying the claim allegedly occurred. You and We agree to pursue only Our individual claims against each other and to pursue them on an individual, non-class, non-representative basis. You and We agree that neither You nor We will bring, participate in, or be members in any class action, private attorney general action, or other representative action against the other.

#### **Waiver of Right to Trial by Jury.**

YOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT BUT MAY BE WAIVED IN CERTAIN CIRCUMSTANCES AS PERMITTED BY LAW. YOU AND WE KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY SERVICES PERFORMED BY US OR PURSUANT TO THIS AGREEMENT OR ANY OTHER CONTRACT THAT YOU MAKE WITH US. THIS JURY TRIAL WAIVER SHALL NOT AFFECT OR BE INTERPRETED AS MODIFYING IN ANY FASHION ANY ARBITRATION PROVISION TO WHICH YOU AND WE ARE SUBJECT, WHICH CONTAINS ITS OWN SEPARATE JURY TRIAL WAIVER.

**36. NEGATIVE INFORMATION NOTICE - We may report information about Your loan, share, or deposit Accounts to credit bureaus. Late payments, missed payments, or other defaults on Your Accounts may be reflected in Your credit report.**

**37. MONITORING AND RECORDING COMMUNICATIONS - We may monitor and record communications between You and Us, including telephone conversations, electronic messages, electronic records, or other data transmissions that affect Your Accounts or other products and services. You agree We may monitor and record such communications without Your approval or further notice to You. The decision to record any conversation shall be solely at Our discretion and We shall have no liability for doing so or failing to do so.**

**38. NCUA INSURANCE — Funds in Your Account(s) with use are insured by the National Credit Union Administration (NCUA) and backed by the full faith and credit of the United States. The amount of insurance coverage You have depends on the number of Accounts You have with Us that are of different "ownership". Share Insurance on a members self-directed IRA is insured separately up to \$250,000.00. If You want more information or detailed explanation, You may ask Us or contact the NCUA. You can visit the NCUA website at [www.ncua.gov](http://www.ncua.gov) and click on the Share Insurance link. This link will provide You with a share insurance estimator.**

Together Credit Union is insured by the NCUA. Shares held at Together Credit Union are insured as Together Credit Union shares.

**39. CONSENT TO CONTACT - By signing or otherwise authenticating a Members Service Request, service request approved through the Credit Union's online application and authentication process, or any other Account opening documents or process, You agree We and/or Our third-party providers, including debt collectors, may contact You by telephone or text message at any telephone number associated with Your Account, including wireless telephone numbers (i.e. cell phone numbers) which could result in charges to You, in order to service Your Account, enable two-factor authentication, or collect any amounts owed to Us, excluding any contacts for advertising and telemarketing purposes as prescribed by law. You further agree methods of contact may include use of pre-recorded or artificial voice messages, and/or use of an automatic dialing device. You may withdraw the consent to be contacted on Your wireless telephone number(s) at any time by providing written notice to Us at 423 Lynch Street, St. Louis, MO 63118, by contacting Your local branch representative, by calling Our Contact Center at 877-325-2848, or by any reasonable means. If You have provided a wireless telephone number(s) on or in connection with any Account, You represent and agree You are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and have the authority to give this consent. Furthermore, You agree to notify Us of any change to the wireless telephone number(s) which You have provided to Us.**

In order to help mitigate harm to You and Your Account, We may contact You on any telephone number associated with Your Account, including a wireless telephone number (i.e. cell phone number), to deliver to You any messages related to suspected or actual fraudulent activity on Your Account, data security breaches or identity theft following a data breach, money transfers or any other exigent messages permitted by applicable law. These contacts will not contain any telemarketing, cross-marketing, solicitation, advertising, or debt collection message of any kind. The contacts will be concise and limited in frequency as required by law. You will have an opportunity to opt-out of such communications at the time of delivery.

**40. SEVERABILITY - If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.**

**41. ENFORCEMENT - You are liable to Us for any losses, costs, or expenses We incur resulting from Your failure to follow this Agreement. You authorize Us to deduct any such losses, costs, or expenses from Your Account without prior notice to You. If We bring a legal action to collect any amount due under or to enforce this Agreement, We shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions.**

**42. GOVERNING LAW - This Agreement is governed by the following, as amended from time to time: the Bylaws; local clearinghouse and other payment system rules; Federal laws and regulations, including applicable principles of contract law; and the laws and regulations of the State of Missouri. As permitted by applicable law, You agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located.**

## FUNDS AVAILABILITY POLICY DISCLOSURE

This Disclosure describes your ability to withdraw funds at Together Credit Union. It only applies to the availability of funds in transaction accounts. The Credit Union reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed in this policy. Please ask us if you have a question about which accounts are affected by this policy.

**1. GENERAL POLICY** — Our policy is to make funds from your cash and check deposits available to you on the same business day that we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before close of business on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business or on a business day we are not open, we will consider that the deposit was made on the next business day we are open.

**2. RESERVATION OF RIGHT TO HOLD** — In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Funds may not be available until the second business day of your deposit. However, the first \$225.00 of your deposit will be available on the same business day of your deposit. If we are not going to make all of the funds from your deposit available on the same business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees or if we decide to take this action after you have left the premises, we will mail you the notice by the next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

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

**4. LONGER DELAYS MAY APPLY** — We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525.00 on any one (1) day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of communications or computer equipment.

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

**5. SPECIAL RULES FOR NEW ACCOUNTS** — If you are a new member, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525.00 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 next business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525.00 will be available on the seventh business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525.00 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the seventh business day after the day of your deposit.

**6. DEPOSITS AT AUTOMATED TELLER MACHINES (ATMS).** We may delay the availability of funds from deposits at ATMs as follows:

**Proprietary ATMs** – Funds from deposits (cash or checks or drafts) made at an ATM that we own or operate will be available by the second business day after the date of your deposit. However, the first \$500.00 of the deposit will be available immediately and funds from U.S. Treasury checks that are deposited to the account of the named payee will be available on the first business day following the day we receive your deposit. Checks drawn on Together Credit Union will be available on the first business day after the day of deposit if the funds are made at an ATM located on our premises. All ATMs that we own or operate are identified as our machines.

Non-Proprietary ATMs – Funds from any deposits (cash or checks or drafts) made at an ATM that we do not own or operate will not be available until the second business day after the date of your deposit. The first \$500.00 will be made available immediately.

**7. FOREIGN CHECKS** — Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this Disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institution upon which it is drawn.

## ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE

This Electronic Fund Transfers Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by Together Credit Union ("Credit Union"). In this Agreement, the words "you," "your," and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one (1) or more savings and checking accounts you have with the Credit Union. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered. Furthermore, electronic fund transfers that meet the definition of remittance transfers are governed by 12 C.F.R. part 1005, subpart B—Requirements for remittance transfers, and consequently, terms of this agreement may vary for those types of transactions. A "remittance transfer" is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

**1. EFT SERVICES** — If approved, you may conduct any one (1) or more of the EFT services offered by the Credit Union.

**a. ATM Card.** If approved, you may use your card and personal identification number (PIN) in automated teller machines (ATMs) of the Credit Union, STAR, CO-OP networks, and such other machines or facilities as the Credit Union may designate.

At the present time, you may use your card to:

- Make deposits to your savings, checking, and money market (proprietary ATMs only) accounts.
- Withdraw funds from your savings, checking, and money market (proprietary ATMs only) accounts.
- Transfer funds from your savings, checking, and money market (proprietary ATMs only) accounts.
- Obtain balance information for your savings, checking, and money market (proprietary ATMs only) accounts.
- Make point-of-sale (POS) transactions with your card and PIN to purchase goods or services at POS terminals that carry STAR, CO-OP network logo(s).
- Access your line of credit account.

The following limitations on ATM Card transactions may apply:

- There is no limit on the number of cash withdrawals you may make in any one (1) day.
- You may withdraw up to a maximum of \$1,003.00 in any one (1) day, if there are sufficient funds in your account.
- There is no limit on the number of POS transactions you may make in any one (1) day.
- You may purchase up to a maximum of \$5,000.00 from POS terminals per day, if there are sufficient funds in your account.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer and withdrawal limitations that may apply to these transactions.

Because of the servicing schedule and processing time required in ATM operations, there may be a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal.

**b. Visa Debit Card.** If approved, you may use your Visa® card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of online gambling transaction. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your checking account. For one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your card and PIN in ATMs of the Credit Union, STAR, CO-OP networks, and such other machines or facilities as the Credit Union may designate.

At the present time, you may also use your card to:

- Make deposits to your savings, checking, and money market accounts.
- Withdraw funds from your savings, checking, and money market accounts.
- Transfer funds from your savings, checking, and money market accounts.
- Obtain balance information for your savings, checking, and money market accounts.
- Access your line of credit accounts.

- Make POS transactions with your card and PIN to purchase goods or services at merchants that accept Visa.
- Order goods or services online or by mail or telephone from places that accept Visa.

The following limitations on Visa Debit Card transactions may apply:

- There is no limit on the number of Visa Debit Card purchases you make per day.
- You may purchase up to a maximum of \$5,000.00 per day.
- There is no limit to the number of cash withdrawals you may make in any one (1) day from an ATM.
- You may withdraw up to a maximum of \$1,003.00 in any one (1) day from an ATM, if there are sufficient funds in your account.
- There is no limit on the number of POS transactions you may make in any one (1) day.
- You may purchase up to a maximum of \$5,000.00 from POS terminals per day, if there are sufficient funds in your account.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer and withdrawal limitations that may apply to these transactions.
- Maximum purchase and POS transactions per day of \$5,000.00, if there are sufficient funds in your account.

**Card Information Updates and Authorizations.** If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card.

Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us.

**c. myFit Visa Debit Card.** If approved, you may use your Visa® card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of electronic gambling transactions through the Internet. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your checking account.

You may use your card and PIN in ATMs of the Credit Union, STAR, CO-OP networks, and such other machines or facilities as the Credit Union may designate.

At the present time, you may also use your card to:

- Make deposits to your savings and checking accounts.
- Withdraw funds from your savings and checking accounts.
- Transfer funds from your savings and checking accounts.
- Obtain balance information for your savings and checking accounts.
- Make POS transactions with your card and PIN to purchase goods or services at merchants that accept Visa.
- Order goods or services online or by mail or telephone from places that accept Visa.

The following limitations on myFit Visa Debit Card transactions may apply:

- There is no limit on the number of Visa Debit Card purchases you make per day.
- You may purchase up to a maximum of \$2,000.00 per day.
- There is no limit to the number of cash withdrawals you may make in any one (1) day from an ATM.
- You may withdraw up to a maximum of \$1,000.00 in any one (1) day from an ATM, if there are sufficient funds in your account.
- There is no limit on the number of POS transactions you may make in any one (1) day.
- You may purchase up to a maximum of \$2,000.00 from POS terminals per day, if there are sufficient funds in your account.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer and withdrawal limitations that may apply to these transactions.
- Maximum purchase and POS transactions per day of \$2,000.00, if there are sufficient funds in your account.

**Card Information Updates and Authorizations.** If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card.

Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us.

**d. HSA Debit Card.** If you will be using your Visa® debit card to access a Health Savings Account (HSA), portions of this Agreement governed by Regulation E will not apply. A HSA is defined by the IRS as a trust account, and therefore is not covered under Regulation E. But portions of this Agreement, such as Visa zero liability provisions for unauthorized use for example, do apply. Funds to cover your card purchases will be deducted from your checking account.

At the present time, you may also use your card to:

- Make POS transactions with your card and PIN to purchase goods or services at merchants that accept Visa.
- Order goods or services online or by mail or telephone from places that accept Visa.

The following limitations on HSA Debit Card transactions may apply:

- You may purchase up to a maximum of \$2,500.00 per day.
- You may purchase up to a maximum of \$2,500.00 from POS terminals per day, if there are sufficient funds in your account.
- See Section 2 for transfer and withdrawal limitations that may apply to these transactions.
- Maximum purchase and POS transactions per day of \$2,500.00, if there are sufficient funds in your account.

**Card Information Updates and Authorizations.** If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card.

Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us.

**e. Account Access by Phone.** If you choose to use Account Access by Phone for your accounts, a separate PIN will be assigned to you. You must use your PIN along with your account number to access your accounts. At the present time, you may use Account Access by Phone to:

- Authorize a check withdrawal from your savings, checking, loan, and money market accounts.
- Transfer funds from your savings, checking, loan, and money market accounts.
- Obtain balance information for your savings, checking, loan, money market, and certificate accounts.
- Make loan payments from your savings, checking, and money market accounts.
- Access your line of credit account.

Your accounts can be accessed under Account Access by Phone via a touch-tone telephone only. Account Access by Phone service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing.

The following limitations on Account Access by Phone transactions may apply:

- The maximum withdrawal or transfer amount is \$9,999.99 per day and no transfer or withdrawal may exceed the available funds in your account.
- See Section 2 for transfer and withdrawal limitations that may apply to these transactions.

The Credit Union reserves the right 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. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each telephone call.

**f. Preauthorized EFTs.**

- **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 federal recurring payments, such as Social Security, to all of your accounts.
- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your savings and/or checking account.
- See Section 2 for transfer limitations that may apply to these transactions.
- **Stop Payment Rights.** If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within 14 days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made. A stop payment request may apply to a single transfer, multiple transfers, or all future transfers as directed by you, and will remain in effect unless you withdraw your request or all transfers subject to the request have been returned.
- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is 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 amount would fall outside certain limits that you set.
- **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer 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.

**g. Electronic Check Conversion/Electronic Returned Check Fees.** If you pay for purchases or bills with a check or draft, you may authorize your check or draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic fund transfers if you

complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

**h. OnlineAccess.** If OnlineAccess is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use OnlineAccess to:

- Transfer funds from your savings, checking, loan, and money market accounts.
- Obtain balance information for your savings, checking, loan, IRA, money market, and certificate accounts.
- Make loan payments from your savings, checking, and money market accounts.
- Access your line of credit accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Make bill payments.

Your accounts can be accessed under OnlineAccess via personal device. OnlineAccess will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right 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. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on OnlineAccess transactions may apply:

- See Section 2 for transfer and withdrawal limitations that may apply to these transactions.

**i. MobileAccess+.** If MobileAccess+ is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use MobileAccess+ to:

- Transfer funds from your savings, checking, loan, and money market accounts.
- Obtain balance information for your savings, checking, loan, IRA, money market, and certificate accounts.
- Make loan payments from your savings, checking, and money market accounts.
- Access your line of credit accounts.
- Determine if a particular item has cleared.
- Verify the last date and amount of your payroll deposit.
- Make bill payments.

Your accounts can be accessed under MobileAccess+ via mobile device or other approved access device(s). MobileAccess+ will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right 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. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on MobileAccess+ transactions may apply:

- See Section 2 for transfer and withdrawal limitations that may apply to these transactions.

**j. Bill Pay.** We will process bill payment transaction requests only to those creditors you authorize. We will not process any bill payment if the required transaction information is incomplete.

We will withdraw the designated funds from your checking account for bill payment transaction within two business days after sending the payment. We will process your bill payment the date you schedule to send your payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

The following limitations on Bill Pay transactions may apply:

- The maximum amount of bill payments each day is \$19,999.99, if there are sufficient funds in your account.

## **2. TRANSFER LIMITATIONS — None.**

## **3. CONDITIONS OF EFT SERVICES —**

**a. 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 according to instructions. The card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person.

**b. 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 agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

**c. Foreign Transactions.**

**Visa.** Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable transaction date, which rate may vary from the rate Visa itself receives, or the rate mandated by the government or governing body in effect for the applicable transaction date. The exchange rate used on the transaction date may differ from the rate that would have been used on the processing date or cardholder statement posting date.

A fee of 1.00% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash withdrawals and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates. Transactions completed by merchants outside of the United States are considered foreign transactions, regardless of whether you are located inside or outside the United States at the time of the transaction.

**d. Security of Access Code.** You may use one (1) or more access codes with your electronic fund transfers. The access codes issued to you are for your security purposes. Any access codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union, and you will be responsible for all transactions initiated by such person(s) prior to revoking your authority. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately and your liability for any transactions conducted on any of your accounts will be determined in accordance with this Agreement.

**e. Joint Accounts.** If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any savings and checking or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

**4. FEES AND CHARGES —** We assess certain fees and charges for EFT services. For a current listing of all applicable fees and charges, see our current Schedule of Fees and Charges that was provided to you at the time you applied for or requested these EFT services. From time to time, the fees and charges may be changed, and we will notify you as required by applicable law.

Additionally, if you use an ATM not operated by us, you may be charged a fee(s) by the ATM operator and by any international, national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM fee(s), or surcharge(s), will be debited from your account if you elect to complete the transaction and/or continue with the balance inquiry.

You understand and agree that we and/or the ATM operator may charge you multiple fees for multiple transactions during the same ATM session (for example, fees for both a balance inquiry and a cash withdrawal).

**5. MEMBER LIABILITY —** You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts.

TELL US AT ONCE if you believe your card or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise 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. You could lose all the money in your account (plus your maximum overdraft line-of-credit). If a transaction was made with your card or card number without your permission and was a Visa transaction, you will have no liability for the transaction, unless you were fraudulent or negligent in the handling of your account or card.

For all other EFT transactions involving your card or access code, including if you were negligent in the handling of your account or card, your liability for an unauthorized transaction is determined as follows. If you tell us within two (2) business days after you learn of the loss or theft of your card or access code, you can lose no more than \$50.00 if someone used your card or access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or access code and we can prove we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make including those made by card, access code or other means, TELL US AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your card or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call:

(314) 771-7700  
(877) 325-2848  
(800) 528-2273 (lost/stolen)



or write to:

Together Credit Union  
423 Lynch St  
Saint Louis, MO 63118  
Fax: (314) 771-3540

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

#### **6. RIGHT TO RECEIVE DOCUMENTATION —**

**a. Periodic Statements.** Transfers and withdrawals made through any ATM or POS terminal, debit card transactions, HSA debit card transactions, audio response transactions, preauthorized EFTs, online transactions, mobile access device transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

**b. Terminal Receipt.** You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or POS terminal.

**c. Direct Deposit.** If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made via online or mobile access or by calling (314) 771-7700. This does not apply to transactions occurring outside the United States.

**7. ACCOUNT INFORMATION DISCLOSURE —** We will disclose information to third parties about your account or the transfers you make:

- 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;
- If your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with government agency or court orders; or
- If you give us your written permission.

**8. BUSINESS DAYS —** Our business days are Monday through Friday, excluding holidays.

**9. CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS —** 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 may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is an insufficient available balance in your account to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.
- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response, online/PC, or mobile banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the Credit Union.

**10. NOTICES —** All notices from us will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. Written notice you provide in accordance with your responsibility to report unauthorized transactions to us will be considered given at the time you mail the notice or deliver it for transmission to us by any other usual means. All other notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which EFT services are offered and will provide notice to you in accordance with applicable law. Use of EFT services is subject to existing regulations governing your Credit Union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of ATMs 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.
- Close the entry door of any ATM facility equipped with a door.

- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
- 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 card or deposit, leave, and contact the Credit Union.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your PIN or access code on your ATM card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.

**11. BILLING ERRORS** — In case of errors or questions about electronic fund transfers from your savings and checking accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appears. Call us at:

(314) 771-7700  
(877) 325-2848

or write to:

Together Credit Union  
423 Lynch St  
Saint Louis, MO 63118  
Fax: (314) 771-3540

- Tell us your name and account number.
- Describe the electronic 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 determine whether an error has occurred within ten (10)\* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45\*\* days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10)\*\* business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

\* If you give notice of an error occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to investigate the error.

\*\* If you give notice of an error occurring within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we may take up to 90 days instead of 45 days to investigate the error. Additionally, for errors occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to credit your account.

**NOTE:** If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit as described above.

**12. TERMINATION OF EFT SERVICES** — You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

**13. GOVERNING LAW** — This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Missouri, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

**14. ENFORCEMENT** — You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any postjudgment collection actions.