Business Service Agreement

Part 2

COMMONWEALTH CREDIT UNION

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Thank you for being a member. We look forward to serving you!

Thank you for being a member of our Credit Union. Our Credit Union is a full-service financial institution owned by all its members, including you. Since we are member-owned, we work exclusively to provide our members with excellent service, accounts, loans and other valuable financial products. We look forward to helping you with our products and services to achieve all your financial goals!

To assist you with our products and services, we acquired your information and consent using our Part 1 form. We are also providing this Part 2, which along with the form and *our records*, creates the Business Service Agreement (BSA) with us. The BSA, and specifically this Part 2, provides you with comprehensive information about the advantages and responsibilities of, and disclosures for the products and services you have with us. It also assists us in serving the best interests of our members. Should you have questions about any matter addressed in this Part 2 of the BSA, please contact us during business hours at the number or address above and we will be happy to assist you. Thank you again for being a member with us. We greatly appreciate it and look forward to serving you!

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Questions? Please contact us anytime we're open for business.

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Business Service Agreement • Part 2

1. This is an Agreement between You and Us

a. The Purpose of this Part 2 of the Business Service Agreement

This Business Service Agreement (BSA) Part 2 provides you with comprehensive information about the privileges and responsibilities of the products and services you have with us. It also assists us in serving the best interests of the members of our Credit Union. Please read and keep a copy of this BSA Part 2 *document*, and all contracts you have with us, for future reference.

b. Incorporated by Reference

This BSA incorporates by reference all policies, procedures, notices, forms, records, and other documents setting forth terms that govern your relationship with the credit union that are incorporated by reference therein, including, but not limited to: Business Service Agreement, Electronic Consent Disclosure, Rate and Fee Disclosure, and any other documents related to your account with us or our products and services. You agree that these documents, together with the BSA (as defined in Section 1(f) below) and any changes or additions we make to the BSA or such documents from time to time constitute the Agreement between the parties (the "Agreement").

c. Agreement to Membership, Products and Services

When you join our Credit Union and start accounts, loans, products and services with us, you may sign a Part 1 service form, and will be provided or be able to access this Part 2 *document*. The Parts 1 and 2, along with the related information and *documents* in *our records*, create the Business Service Agreement with us.

We refer to our Business Service Agreement form as a "Part 1 form" or "service form." We (or you) may complete the form, which you review and sign or authorize to use our products and services. The form may include information about the business or organization, you and the products and services you have requested. This information is entered in our *documents* or *computer system*. In fact, the service form may consist entirely of information in our *computer system*. The forms, *documents* and information are retained in *our records* and are used to start, maintain and *manage* the products and services you have with us. They are the first part of our Business Service Agreement-- the "Part 1."

We refer to this *document* as the "Part 2" of our Business Service Agreement. The Part 2 explains the *terms* of membership, products and services with us. It also includes the "Electronic Funds Transfer Disclosure," the "Funds Availability Disclosure" and the "Rate and Fee Disclosure." Most of these disclosures are found at the end of this Part 2 and are also accessible separately from the Part 2 on our website or on request from us. The Part 2 is the second part of our Business Service Agreement.

You understand that Parts 1 and 2, along with the information and *documents* in *our records*, create a legally binding contract with us. This contract is the Business Service Agreement, which we refer to as the "BSA." The BSA addresses how membership, products and services are started, confirmed, maintained, reviewed, changed, added or terminated (please see the word "*action*" in Provision 1.f.). The BSA applies when you *take actions, conduct transactions on* or use our products and services. It also addresses how we *manage* and communicate with you about our products and services. The *terms* of the BSA apply to all products and services unless those *terms* are superseded (controlled) by specific provisions in the contracts for those products and services. The BSA also applies to any person or organization that wants to *take action*, *conduct a transaction* or requests us to act on any matter concerning the business of our Credit Union. You consent to the *terms* of the BSA when you apply for membership, share your information with us, sign or authorize a *document*, use a product or service, receive or have access to a periodic statement, or request to do, or do, business with us *by any method we allow*. When you perform any of the preceding activities, you also affirm all the information you provide to us is complete and true, and any *document* has been completed and the information has been entered accurately in a *document* or our *computer system* and according to your instructions, as reflected in *our records*. You agree we may rely exclusively on the *terms* of the BSA and have no obligation to rely on any non-Credit Union documentation unless otherwise required by law. You understand you may contact us and request to review or access a paper or *electronically managed* copy of your information or *document* in *our records*, the current version of this Part 2, and all disclosures or other contracts, any time we are open for business. You may also access a current version of this Part 2 and all disclosures on our website at www.ccuky.org.

d. Organization of this Part 2 of the BSA

The twenty-seven (27) Provisions of the Part 2 are organized chronologically, starting with important information, definitions and *management* matters you should know about the BSA. The Part 2 then addresses membership and starting new products and services. The Part 2 thereafter explains how you may *conduct transactions on* and use our products and services, and how we maintain and *manage* them. It also describes how you or we may make changes and additions to products, services and the contracts that govern them. Finally, the Part 2 addresses product and service termination issues. The Part 2 concludes with three (3) important disclosures that also affect our accounts, products and services: the "Electronic Funds Transfer Disclosure," the "Funds Availability Disclosure" and the "Rate and Fee Disclosure." You may see the general organization of the Part 2 by reviewing the left side of the Table of Contents, which contains the twenty-seven (27) Provisions, and then the right side of the Table of Contents, which contains the disclosures. You may access any Provision or disclosure by page number, or by clicking on the title of the Provision or disclosure in the PDF of the Part 2. You may return to the Table of Contents in the PDF of the Part 2 by clicking on the acronym "TOC" located in the right lower corner of the PDF. Should you have questions about the organization of the Part 2, please contact us during business hours and we will be happy to assist you.

e. Questions? Please Contact Us at Your Earliest Convenience

You may visit our branch or contact us at 502-564-4775 or toll-free at 800-228-6420 during business hours for assistance with questions or concerns about the accounts, loans, products or services you have with us. It is important you read and follow the terms of the BSA so 1) we meet your product and service needs, 2) you fully benefit from the advantages of membership with us, and 3) you fulfill all your responsibilities and avoid service charges, costs, losses or liability. We cannot and do not provide legal, financial, tax or other professional advice. Should you need such advice, please consult your own professional. We can however help you and your professional with any questions about our credit union and its products and services, which we are pleased to do anytime during business hours. The BSA is written in English. It is your responsibility to get help from someone you choose if you have any difficulties in reading or understanding the BSA. Also, if you attempt to initiate an action or transaction on a product or service by communicating with us in a language other than in English, we have no obligation to permit or conduct the action or transaction unless we also communicate about the action or transaction with you in that language. If you need help with any matter addressed in the BSA, contract, product or service, please contact us at your earliest convenience.

f. Important Definitions for the Business Service Agreement

A number of important words and phrases used throughout the BSA are identified below by bolded capitalized words and phrases, and defined in alphabetical order (with the exception of "You" and "Us," which are defined first). To assure you are aware of specific important definitions, several key and frequently used words and phrases that follow are *italicized* throughout this Part 2. They include *action*, *by any method we allow*, *computer system*, *document*, *electronically manage, manage, our records, terms* and

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transaction. Please contact us during business hours with any questions you may have about the definitions of the BSA.

You and Us. The words "you" and "your" mean 1) a business (and its owner(s)), organization, representative or transactor, member or person who requests to *take action* or *conduct a transaction on* membership, accounts, loans, products or services with us, and 2) any person or organization that requests us to act on any matter concerning the business of our Credit Union. The words "we," "our" and "us" mean our Credit Union and our associates.

Accessible. We use the words "accessible," "access" and "accessibility" to explain how 1) we may provide**,** and you may review and obtain**,** paper or *electronically managed documents* and the information that pertains to products and services with us, and 2) you may start and use a product or service *as we allow.*

Account. The words "account" and "subaccount" mean one of three (3) types of savings products you may start and use to hold your funds with us: a savings (share) account, a checking (share draft) account or a term account (commonly referred to as a certificate or share certificate account). Accounts, along with membership and loans, are one of the three primary categories of products at our Credit Union. For further information, please see Provisions 2.k., 4., 6., 7.,11.,17. and 23.

ACH. Is an abbreviation for an automated clearing house *transaction*, which is an electronic credit to or debit from an account with us processed through an automated clearing house network. An ACH is an electronic fund transfer (EFT).

Action. The word "*action*" and the phrases "*action on*," "*take action*" and "*take action on*" mean to start, confirm, maintain, review, change, add or terminate membership, accounts, loans, products or services with us *by any method we allow*.

Activity. The words "activity" and "activities" mean *actions* or *transactions* on the accounts, loans, products or services with us *by any method we allow*. Please see the definitions of "Action" and "Transaction."

Add. The words "add," "adding," "addition" and "additional" mean to *take action* to start and add a new account, product or service to the current products and services you have with us *by any method we allow*. We may note an addition by placing an "A" (for added) in a box on our form. For further information, please see Provision 17.

Agreement and Contract. The words "agreement" or "contract" mean the BSA, together with all policies, procedures, notices, forms, records, and other documents setting forth terms that govern your relationship with us or our products and services, and any changes or additions we make to the BSA or such documents from time to time, as set forth in Provision 1.b above. For further information, please see provision 1.g.2).

As We Offer. The phrases "as we offer" and "we offer" mean the products and services we may provide, and the methods (ways) you may access them. For further information, please see Provision 1.g.2).

Associate. The word "associate" and the phrases "associated person" and "associated organization" mean any person or organization employed or approved by us to assist us in any way with the business of our Credit Union.

ATM. Is an abbreviation for an Automated Teller Machine.

Beneficial Owner. The phrase "beneficial owner" means a person who owns twenty-five percent (25%) or more interest in a member business. We may refer to this person as a "beneficial owner" in *our records* to assist us in providing excellent service and *managing* our products and services for the business. For further information, please see Provision 4.

BSA. Is an abbreviation for the Business Service Agreement, which is a contract composed of our Part 1 service form, the *documents* and information in *our records* and this Part 2.

Business. The word "business" when used to describe any "going concern" or "enterprise," means a privately-owned entity organized and/or recognized under the law (a legal entity) that can join our Credit Union and use our products and services.

Business Service Agreement. The Business Service Agreement (the BSA) is a contract composed our Part 1 service form, the *documents* and information in *our records* and this Part 2.

By Any Method We Allow. The phrases "*by any method we allow*," "*as we allow*" and "*we allow*," and the word "method" mean the ways you may start, consent to, access, *take actions, conduct transactions on* or use membership, accounts, loans, products and services with us in-person, online or by phone, mail or ATM as we offer. For further information, please see Provision 2.i.

Change. The words "change," "changed," "changing," "revise," "revised," "revising," "update," "updated" and "updating" mean to *take action* to amend or modify any information, contract or matter pertaining to a person, account, product or service, or add a person to or remove a person from an account, product or service *as we allow*. We may note a change by placing a "C" (for changed) in a box on our form. For further information, please see Provision 17.

Check. The word "check" means a check, share draft or draft issued, negotiated, deposited, collected, presented, paid or dishonored in any physical or *electronic* format we recognize. For further information, please see Provisions 6., 7. 6., 7., 15. and 22.b.

Close. The words "close," "closed" and "closing" mean to "terminate" an account, product, service or contract *as we allow*. Please see the definition of "Terminate."

Computer System. The phrase "*computer system*" means, but is not limited to, all hardware, software and technology we use to *electronically manage* any aspect of our Credit Union's business, including your *actions* and *transactions on* membership, accounts, loans, products, services, information and *documents*. Our data processing system is part of our *computer system*, and our *computer system* is part of *our records*. For further information, please see Provision 2.e.

Conduct. The words "conduct," "conducts" and "conducting" mean your consent and 1) performance of a *transaction* to deposit or withdraw funds from, 2) access to information about, or 3) use of, a product or service *by any method we allow*. For further information, please see Provisions 2.i. and 5.

Consent. The words "consent," "agree," "authorize," "authorization" and "authorizing" mean your assent to (approval of) 1) the BSA and any contract, as applicable, 2) any product or service, and 3) any *actions, transactions on* and use of membership, accounts, loans, products or services *by any method we allow*. For further information, please see Provision 2.b.

Contents. The word "Contents" and the phrase "Table of Contents" refer to the first page of this Part 2 *document* that lists the twenty-seven (27) Provisions (in the left column) and the Disclosures (in the right column) that are contained in this Part 2. You may access a specific Provision or disclosure by clicking on the title in the Table of Contents in the PDF of the Part 2. You may also go to the Table of Contents from anywhere in the Part 2 by clicking on the acronym "TOC" located in the right lower corner in the PDF of the Part 2.

Control Person. The phrase "control person" means a person who has significant responsibility to control, manage or direct a business. We may refer to this person as a "control person" in *our records* to assist us in providing excellent service and *managing* our products and services for the business. For further information, please see Provision 4.

Costs. The words "cost" and "costs" mean all expenses, employee time, fees, charges, reimbursements, penalties, attorney or other professional fees, collection costs, losses, liabilities, physical damages, travel and related expenditures or litigation we incur addressing any matter involving you or the products and services you have with us.

Disclosures. The words "disclosure" and "disclosures" generally mean the explanatory information that addresses your rights under

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specific federal or state laws that we provide (or you may access) along with or separately from this Part 2, and are part of the BSA. Please review the right column of the Table of Contents to see the disclosures included at the end of this Part 2.

Document. The words "*document*" or "*documents*" mean, but are not limited to, anything on paper or any *electronically managed* copy, image, text, information, data, record and file we create or use to *manage* any aspect of our Credit Union's business, including your *actions* and *transactions on* our products and services. An example of a typical *document* is a contract you authorize to start a product or service with us. Our *documents* are retained *in our records*. For further information, please see Provision 2.d.

Documentation. The word "documentation" means anything on paper or any *electronically managed* copy, image, text, information, data, record and file you offer to us (or we request) to perform due diligence or verify your authority to allow you to *take action* or *conduct a transaction on* a product or service. For further information, please see Provision 2.d.1).

EIN. Is an abbreviation for Employer Identification Number.

EFT. Is an abbreviation for electronic fund transfer, which is an electronic credit to or debit from an account with us. For further information, please see the "Electronic Funds Transfer Disclosure" at the end of this Part 2 of the BSA.

Electronically Manage. The phrases "*electronically manage*," "*electronically managed*," "*electronic management*" and the words "*electronically"* and *"electronic"* mean the use of our *computer system* and technology to create, start, enter, obtain consent to, copy, image, retain, provide, operate, conduct, execute, facilitate, secure, administer, maintain, support, service, assist with, change, add, update, collect on, terminate and protect any aspect of our Credit Union's business. This definition includes the *electronic management of* all your information, *documents*, *actions* and *transactions on* our products and services. For further information, please see Provision 2.e.1).

Electronic Funds Transfer Disclosure. Is the explanatory information we provide about your rights concerning EFT debits and credits to an account with us. Please see the "Electronic Funds Transfer Disclosure" at the end of this Part 2 of the BSA.

Enter. The words "enter," "entered," "entering," "note," "noted," "noting," "reflect," "reflected" and "reflecting" mean that we (or you**,** *as we allow*) type, input or write your information in *documents* or our *computer system* that pertains to your *actions* and *transactions on* our products and services, which becomes part of and is retained in *our records*.

Fee. The words "fee" and "charge," and the phrase "service charge," mean an amount of money we require you to pay to partially cover the expense of when you use or incur a service with us. When the word "fee" is used in the BSA, it will typically be addressed in the "Rate and Fee Disclosure." For further information, please see Provision 9.

Funds Availability Disclosure. Is the explanatory information we provide about your rights concerning the availability of funds from deposits to an account with us. Please see the "Funds Availability Disclosure," at the end of this Part 2 of the BSA.

ID. Means current government-issued photo identification.

Initiate. The words "initiate," "initiated" and "initiating" mean to "start" products or services *as we allow*. Please see the definition of "Start."

Internet Service. The phrases "internet service," "internet services," "e-commerce services" and "online services" mean our products and services that can be accessed and used through the internet as we offer, which are part of our *computer system*.

IRS. Is an abbreviation for the Internal Revenue Service.

Item. The word "item" means a promise or order to pay money in any form or medium we recognize.

Loan. The word "loan" means one of our lending products. Loans, along with membership and accounts, are one of the three primary categories of products at our Credit Union.

Maintain. The words "maintain," "maintaining" and "maintenance" mean your and our activities to keep the accounts, loans, products, services, *actions*, *transactions*, information and *documents* you have with us active, operational and current. For further information, please see Provision 11.

Manage. The words "*manage*," "*management*" and "*managing*" mean our work to create, start, enter, obtain consent to, copy, image, retain, organize, provide, operate, conduct, execute, facilitate, secure, administer, maintain, support, service, assist with, change, add, update, collect on, terminate and protect any aspect of our Credit Union's business. The word "*manage*" includes the *management* of all your information, *documents*, *actions* and *transactions on* our products and services. *Electronic management* (as defined in this Part 2) is one way we *manage* our business and the accounts, products and services you have with us. *Managing* your accounts, products and services does not include or impose on us any duty to know or inquire about the purpose of or reason for any *action* or *transaction* on the accounts, products and services you have with us. For further information, please see Provisions 2., 3., 5., 11., 17., 23. and 24.

Member. The word "member" means a business or organization that has met the requirements of membership and has joined our Credit Union. The privilege of membership, along with accounts and loans, is one of the three primary categories of products at our Credit Union. For further information, please see Provision 3.

Membership Share. The phrase "membership share" means a specific amount of your money in an account that represents the required deposit to be a member and owner of our Credit Union.

Mobile Device. The phrase "mobile device" means any transportable equipment or technology (typically a phone or tablet) that allows you to access the internet to *take actions*, *conduct transactions* or use the products and services as we offer.

NACHA. Is an abbreviation for the National Automated Clearing House Association, which operates the Automated Clearing House (ACH) *transactions system*. For further information, please see Provision 5.c.

Open. The words "open," "opened" and "opening" mean to "start" membership, accounts, products or services with us *as we allow*. Please see the definition of "Start."

Organization. The word "organization" means any business, association, group or other private or government entity, whether formally organized and/or recognized under the law or not that can join our Credit Union and use our products and services.

Original. The word "original" refers to the first *document* (such as a Part 1 or other form) we use to start new products and services. We may note the original use of a form by placing an "O" (for original) in a box on the form.

Our Check. The phrase "our check" means our cashier's or teller's check that we write (issue) to people, organizations or you. For further information, please see Provisions 5.a., 6.e., g., n. and 22.b.

Our Records. The phrases "*our records*," "on file," "in our files" and the word "files" mean all *documents* and information we create, retain and use to *manage* any aspect of our Credit Union's business, including your information, *documents*, *actions* and *transactions on* our products and services. *Our records* are primarily contained in and composed of our physical paper files and *computer system*. For further information, please see Provision 2.h.

Owner. The word "owner" means a person with equity interest (an ownership interest) in a member business.

Part 1. The phrase "Part 1" means any service form, *document* and/or the information on paper or *electronically managed* in our *computer system*, used for any *action* or *transaction on* our products and services. For further information, please see Provision 2.d.

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Part 2. The phrase "Part 2" means this *document*, which along with service forms, the information and *documents* in *our records* and other contracts, as applicable, comprises the Business Service Agreement (BSA). This Part 2 contains a majority of the *terms* of the BSA. For further information, please see Provision 2.

PDF. The acronym "PDF" is an abbreviation for Portable Document Format file. It is a format we may use to *electronically manage* information and *documents* to address any aspect of our Credit Union's business, including your *actions* and *transactions on* our products and services. For further information, please see Provision 2.e.2).

People and Person. The words "people" and "person" mean human beings.

Personal Identification Number. The phrase "personal identification number (PIN)" means a confidential number you use to conduct *transactions* with EFT products and services (such as a debit card) to access an account with us. For further information, please see the "Electronic Funds Transfer Disclosure" at the end of this Part 2 of the BSA.

PIN. Is an abbreviation for personal identification number (please see the definition of "personal identification number" above). For further information, also please see the "Electronic Funds Transfer Disclosure" at the end of this Part 2 of the BSA.

Products and Services. The words "products" and "services" and the phrases "our products and services" and "the products and services" mean, but are not limited to, 1) our membership, savings and lending products, 2) our services we offer to access the products, and 3) our services we offer independent of the products. Accounts, loans and membership are the three primary categories of products at our Credit Union. For further information, please see Provision 2.k.

Provision. The word "Provision" means the twenty-seven (27) Provisions of this Part 2, which are listed in the left column of the Table of Contents. The Provisions of this Part 2 contain a majority of the *terms* of the BSA. For further information, please see Provision 1.d.

Rate and Fee Disclosure. Is the explanatory information we provide about the rates we pay on accounts and fees we may charge for services we offer. Please see the "Rate and Fee Disclosure," which is part of the BSA. You may access this disclosure on our website or by contacting us during business hours.

Representative. The word "representative" means a person who may *take actions*, *conduct transactions* and use our accounts, products and services on behalf of the business or organization she or he represents. A representative may be referred to as a "responsible individual" in our data processing system, which is part of our *computer system*. For further information, please see Provisions 4.a.1), 11., 17. and 23.

Revised. The words "revise," "revised" and "revising" mean to "change" an account, product, service or contract *as we allow*. Please see the definition of "Change."

Section. The word "Section" refers to the six to ten Sections of the Part 1 service forms. Each Section has a number that is located at the far-right side of each Section on the Part 1s. If a Section number is missing on Page 1 of a form it is because that Section appears on Page 2 of the form. If a Section number is missing on Page 2 of a form it is because that Section appears on Page 1 of that form.

Service Form. The phrases "service form" and "Part 1" and the word "form" mean a *document* or the information on paper or *electronically managed* in our *computer system*, used for any *action* or *transaction on* our products and services. For further information, please see Provision 2.d.

SSN. Is an abbreviation for Social Security Number.

Start. The words "start," "starting," "open," "opened," "opening," "initiate" and "initiating" mean to *take action* to begin membership**,** accounts, loans, products or services *as we allow*. For further information, please see Provisions 2.i., 3. and 17.

Technology. The word "technology" means any hardware, software, equipment, instrumentation, system and solution (such as our *computer system*) that enables us to maintain and *manage* any aspect of our Credit Union's business, including your information, *documents*, *actions* and *transactions on* our products and services.

Terminate. The words "terminate" and "close" mean to *take action* to end and no longer use an account, product, service, contract or membership with us *as we allow*. We may note a termination by placing a "T" (for terminate) in a box on our form. For further information, please see Provisions 23. and 24.

Terms. The word "*terms*" means all the explanatory language of the BSA (which includes any service form, this Part 2 and the information and *documents* in *our records*), and any contract you have with us, as applicable. A majority of the *terms* of the BSA are found in this Part 2. The *terms* of the BSA, like all our contracts, are designed to serve the best interests of the members of our Credit Union.

Through the Internet. The phrase "through the internet" and the word "online" mean the use of the internet to *take actions*, *conduct transactions* or use our products and services (which will typically be with the internet services we offer).

Transaction. The words "*transaction*" and "transact," and the phrases "*transaction on*," "*conduct a transaction*," "*conduct a transaction on*" and "*conduct transactions on*" mean 1) any act, instruction, order or request to increase or decrease the balance of, or impose a lien or security interest on, the funds in an account *by any method we allow*, and 2) any request for or use of a product, service or information *by any method we allow*. The word "*transaction*" in this Part 2 may apply to a "loan" or obligation addressed in the MSA and other contract, as applicable. The word "*transaction*" does not include any *action* to change, add or terminate an account, product or service. For further information, please see Provisions 2.i., 2j., and 5.

Transactor. The word "transactor" means a person designated in *our records* by a business or organization to *conduct transactions on* the accounts, products and services used by the business or organization. A transactor may be referred to as an "authorized signer" in our data processing system, which is part of our *computer system*. For further information, please see Provision 4.a.2).

Use. The word "use," as applied to you, means to *take action*, *conduct a transaction on* or in any way access or utilize our products and services. The word "use," as applied to us, means anything we employ to *manage* the business of our Credit Union, which includes *managing* your *actions* and *transactions on* our products and services.

Your Check. The phrase "your check" generally means a check you write to a payee drawn on an account with us. It also means a check drawn on another institution payable to you that you wish to deposit in an account with us or negotiate to us. For further information, please see Provisions 6., 7. and 15.

Your Information. The phrases "your information," "related information," "the information," "any information" and "all information" mean the information you provide to us about the business or organization and you that we use to *manage* any aspect of your *actions* and *transactions on* our products and services, along with *documents* we retain in *our records*. The definition of "your information" includes all data, ID, pictures, photographs, images, film, voice and image recordings, fingerprints and other biometrics you share and we retain in *our records*. The definition does not include information you do not communicate or deliver to us, but we obtain elsewhere. For further information, please see Provisions 2.c. and 13.

Your Number. The phrase "your number" means any number we create and assign to an account, loan, product, service, membership or you, to *manage* any aspect of your information, *documents*, *actions* and *transactions on* our products and services. For further information, please see Provision 2.f.

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g. Right to Rely on the Business Service Agreement (BSA)

When you join our Credit Union, attempt to *take action* or *conduct a transaction,* or ask us to act on any matter concerning the business of our Credit Union, you consent to the *terms* of the BSA. You acknowledge we offered you a paper copy of the Part 2 in-person, and emailed it to your address (if provided) in *our records*. If we assisted you by phone, mail or through the internet, your consent acknowledges the Part 2 was accessible to you, and we offered to mail you a paper copy of the Part 2 (please see Provision 3.f.).

You agree we may *electronically manage* (e.g., image or otherwise enter in our *computer system*) your information, *documents*, consent and all accounts, loans, products or services you have with us. This allows us to protect all information, *documents,* products and services, achieve significant savings and provide excellent service to our members. For these same reasons, you understand and agree once we have *electronically managed* any paper *document* along with your information, we may also destroy the paper *document* and the information, unless otherwise required by law. You agree that along with all paper *documents* and any information, all *electronically managed documents* and your information, in *our records* are binding on you and us. You understand while we own all information and *documents* in *our records* that pertain to membership, accounts, loans, products and services you have with us, you may request to review and obtain a paper or *electronic* copy of a *document* or the information in *our records* any time we are open for business or as we offer. You also understand you may *take action* to start, confirm, maintain, review, change, add or terminate membership, accounts, loans, products or services with us at any time *as we allow*.

You agree we may rely exclusively on the BSA, other contracts, as applicable, and *our records* (and any changes and additions we make to these contracts from time to time) to start, maintain and *manage* your *actions* and *transactions on* all the accounts, loans, products and services you have with us. Further, you understand any changes and additions you make to the accounts, loans, products or services you have with us will also be governed by the BSA, other contracts, as applicable, *our records* and any changes and additions we make to them from time to time.

1) Your Actions and Transactions Entered in Our Records. On your request and for your convenience, we may agree to assist you with any product, service, *action* and *transaction* by phone, mail, in-person or online. To accomplish your request, we may enter the information in a *document* or our *computer system* without having you sign a paper *document as we allow*. This means your consent and membership, accounts, loans, products, services, *actions* and *transactions* will be *managed* with the assistance of our employees or the use of our *computer system by any method we allow* and will be confirmed by your use of the account, loan, product or service. You understand and agree if we honor your request to assist you with any *action* or *transaction* by phone, mail, in-person or online without a signed *document*, we will maintain and *manage* the requested membership, accounts, loans, products, services, *actions* and *transactions* as reflected in *our records*.

You also agree the *action* or *transaction* is governed by the BSA and any other contracts, as applicable. You understand if we *manage* your request without having you sign a paper *document*, we do so to provide you with excellent service and for your convenience to expedite the product, service, *action* or *transaction* you have requested. Should you have second thoughts and prefer we *manage* your request on paper or by another method *we allow*, please let us know at your earliest opportunity. On your notification, we will be happy to provide you with a *document* for your signature or authorization, or find an alternative method for you to *take actions* or *conduct transactions on* accounts, loans, products or services with us. Finally, you understand you may request to review, confirm, obtain, change, add or terminate any product, service, *action* or *transaction*, any time we are open for business or *by any method we allow*. You may also request a paper or *electronically managed* copy of your information or a *document* in *our records* from us any time during business hours or *as we allow*.

2) Products and Services Addressed by the BSA. In addition to our products and services addressed in the BSA, we may offer products and services not mentioned in the BSA that are covered by its *terms* and any other contract, as applicable. If a contract for another product or service does not address a matter covered by the BSA, the *terms* of the BSA may apply to the matter. For example, if a contract for a product or service does not address whether that contract can be imaged (which is one method we may *electronically manage* a *document*) and that the image is binding on you and us, then we may *electronically manage* (image) and rely on that contract for the product or service as addressed in the *terms* of the BSA (please see Provisions 1.f. and f.). To provide members with excellent service and plan for future products and services, the BSA may address products and services currently not offered, which may be offered at a future date. Should you have any questions about the applicability of the BSA to a product or service, please contact us any time we are open for business.

h. Obligation for Advice on Matters Involving You

To protect our Credit Union's interests, we may seek legal or other professional advice to address any matter concerning you or the products and services you have with us. We may seek advice to assist you with any products and/or services you request (for example, to review and advise us on any documentation you present, such as Articles of Incorporation, Operating or Partnership Agreements, registrations with the Secretary of State, business licenses, tax returns, other organizational formation or request affirmation documentation, trusts, powers of attorney, etc.). We may also seek advice in connection with a person's, organization's or your claims or disputes regarding you or your information, funds, *actions* and *transactions on* products and services (for example, to review and advise us on any subpoenas, summons, levies, garnishments, claims, court orders, etc., that we receive). If we obtain legal or other professional advice to address any matter concerning you or the products and services you have with us, you agree to pay all costs, including reasonable attorney fees, incurred for that assistance. You further agree we may deduct all costs for the assistance from the account(s) you have with us, and you will be obligated for any additional amount owed. You understand and agree since these costs are incurred because of you or the products and services you have with us, fairness dictates that you are responsible for these costs, rather than imposing the costs on the members of our Credit Union.

i. Prohibition on Photography, Filming and Recording

To protect and assure the privacy of members', employees' and visitors' information, we prohibit photography, filming and recording of any type with any device or technology on our Credit Union's premises without prior **express written** consent from us. This prohibition extends to outdoor areas near any ATM, Kiosk, or any other facility or device that may display, broadcast or provide any information. Any violation of this prohibition may result in the termination of products and services with us, or the exercising of our rights under the BSA or the law.

j. Remove all Hats & Sunglasses Before Entering a Branch

To provide you with the best service possible and for your and our safety and protection, we respectfully require all hats, helmets and sunglasses to be removed before entering our branch. This helps us identify all members and you, and safeguards all members and your valuable information and funds. Alternatively, and for your convenience, you may *take actions* or *conduct transactions* by phone, online, mail or by any other method *we allow*.

k. Prohibition on Use of Phones when Conducting Business

To provide all members and you with the best service possible and out of courtesy to other members and our employees, we respectfully request that you do not talk on your phone in the branch or at the drive-up when you are conducting business with us. Alternatively and for your convenience, you may *take actions* or *conduct*

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transactions online, by mail or any other method *we allow*. We thank you and appreciate your help with this important service matter!

2. Product and Service Management Issues

a. Overview of this Provision

This Provision addresses a number of important matters that affect how we *manage* our products and services. The Provision begins with an explanation of how you may start and consent to products and services. It then explains how we maintain and *manage* your information, *documents*, *actions* and *transactions on* our products and services, and retain them in *our records*. The Provision concludes by describing the methods you may use to *take actions* or *conduct transactions on* our products and services, along with an explanation of the products and services we may offer. These important *management* issues assist us in serving the best interests of our members.

b. Consent to Membership, Products, Services and Contracts

You may consent to membership, a contract, an account, loan, product, service, *action* or *transaction by any method we allow*. You may also consent to another person *taking actions* or *conducting transactions on* the products and services you have with us, as addressed in the BSA. Your consent may be demonstrated by, but is not limited to: 1) a signature, thumbprint, fingerprint, stamp, mark, facsimile signature or email, 2) verbal confirmation in-person, by phone, voice command, recorded message or conversation, 3) signing or using a signature pad, tablet, computer, device or mobile device, 4) using a debit card, credit card, ATM card, code, password, PIN, ATM, kiosk or shared branch, 5) a notation by our employee in *our records* as *we allow*, 6) entering the information in *our records* as we offer, 7) the receipt or accessibility of a statement, 8) *electronic* and/or digital signature or agreeing to an internet service we offer, and 9) the maintenance or use of, or allowing another person to use, a product or service. Please see the definition of "consent" in Provision 1.f.

c. Information Management for Products and Services

The information you communicate or deliver to us is crucial for us to provide you with excellent service and maintain and *manage* all products and services. We may specifically use your information to *manage* your *actions and transactions on* our products and services you have with us. You understand your information may be *managed* on paper or *electronically*. In either case, you may request to review or access your information any time during business hours. Please see the definition of "your information" in Provision 1.f., and Provision 13.

d. Document Management for Products and Services

We use our *documents* to *manage* the business of our Credit Union in general, and your *actions and transactions on* the products and services you have with us in specific. Examples of our *documents* include any paper or *electronically managed* service form (Part 1), form, application, loan form, note, contract, this Part 2, record, file, letter, disclosure, schedule, periodic statement, statement, check, item, receipt, information return, notice, warning, advisory, explanatory material, newsletter or anything else we create or use to *manage* the business of our Credit Union. You understand and agree the *documents* we create and/or use to *manage* our products and services and retain in *our records,* are binding on you and us. You also understand you may request to review or access a *document* any time during business hours. Please see the definition of "*documents*" in Provision 1.f.

1) Documentation You Offer for Us to Perform Due Diligence. You may offer or we may request documentation to perform due diligence or to verify your authority to *take action* or *conduct a transaction on* a product or service on behalf of the business or organization. Examples of documentation may include, but are not limited to, any paper or *electronically managed* letters, business or organization formation or operational agreements, resolutions, letters, licenses, trusts, powers of attorney, wills, estate papers, claims, court orders, legal instruments or anything you deliver or share with us concerning you or your *actions* or *transactions on* products and services. You understand and agree when you provide documentation, which we may retain in *our records* for due diligence purposes, it is not binding on us unless otherwise required by law. Please see the definition of "documentation" in Provision 1.f.

e. Our Computer System to Manage Credit Union Business

Our *computer system* is vital to providing you with excellent service and maintaining and *managing* all the products and services with us. Our *computer system* may include, but is not limited to, our data processing system, our employees' computers, tablets and mobile devices, our phone system, website, internet services, kiosks, ATMs, networks, backup data storage systems, offsite data archival systems, all data, software and applications retained and utilized in the cloud, and any other software, equipment, instrumentation, solution or technology we use now or in the future. If offered, our *computer system* also includes any Credit Union "member use only" computers, tablets and mobile devices. The information and *documents managed* in our *computer system* are part of *our records*. Please see the definition of "*computer system*" in Provision 1.f.

1) Electronic Management of Credit Union Business. We may use our *computer system* to *electronically manage* any aspect of the business of our Credit Union, which includes all your information, *documents*, *actions and transactions on* our products and services. You understand you may request to review or have a copy of *electronically managed* information or *documents* in *our records* any time we are open for business. Please see the definition of "*electronic management*" in Provision 1.f.

2) Information and Documents may be Accessible in PDF. For your convenience, to assure accuracy and security, and to reduce costs for our members, we may *electronically manage* any information or *documents* as a Portable Document Format (PDF) file. PDFs may be accessible on our website, in the internet services we offer and as attachments to emails. To open, review, print, download, save and read a PDF *document*, you will need to download a PDF display application, such as Adobe Reader, to your computer, mobile device or other technology. As of the date of the BSA, Adobe Reader is accessible at no charge at Adobe.com. You understand you may also request to access any information or *documents* on paper during business hours. Please contact us and we will be happy to assist you. Please see the definition of "PDF" in Provision 1.f.

f. Your Number for Membership, Products and Services

Your number is extremely important to provide you with excellent service and maintain and *manage* all the products and services you have with us. We may create your number on paper and/or *electronically* with our *computer system*. We may refer to your number as an "account number," "member number" or "membership number" in communications or when referencing *our records*. The phrase "your number" may also refer to a "subaccount number," which is a secondary number we assign that is organized under your number ("your subaccount number"). We may use a subaccount number to *manage* your *actions and transactions on* our products and services. Should you have any questions about your number, please contact us at your earliest convenience. Please see the definition of "your number" in Provision 1.f.

g. Management of Accounts, Products, Services & Numbers

You understand while you have the privilege to start, use and maintain an account we offer, we *manage* the privilege to have an account at our Credit Union. You also understand and agree for business, compliance and risk management purposes, we may change, suspend or terminate an account (and if applicable subaccounts) and reimburse the funds to you as needed. We may decline to re-start an account (or subaccount) at our discretion. You further agree we *manage* the privilege to use our products and services and may change, suspend or terminate this privilege, as needed and at our discretion, as addressed in the BSA and other contracts, as applicable, unless otherwise required by law. Finally, you agree we *manage* your

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number(s) for business and compliance purposes, and may change or terminate your number(s) (or subaccount numbers) as needed and at our discretion.

h. Our Records are Used for All Business Purposes

We create and use *our records* to *manage* the business of our Credit Union in general, and your *actions and transactions on* the products and services you have with us in specific. *Our records* are composed of all information and *documents* retained 1) on paper in physical files, 2) *electronically* in our *computer system,* or 3) in any other solution or technology we use to *manage our records* (such as offsite data archival systems). To protect all information and *documents*, achieve cost-savings and for the convenience of our members, we may *electronically manage* most of *our records*. For these same reasons, ultimately all *our records* may be *electronically managed*, unless otherwise required by law. You may request to review or obtain your information or a *document* in *our records* any time we are open for business. Please see the definition of "*our records*" in Provision 1.f.

i. We're Not Responsible for Your Intended Purpose of Actions

As a Credit Union, we have three concerns in assisting you with *actions* and *transactions* on the accounts, loans, products and services you have with us: 1) assure the *action* or *transaction* has been authorized by you or your lawful representative, 2) assure the *action* or *transaction* itself is managed or conducted timely and correctly, and 3) assure the confidentiality of your information about the *action* or *transaction*.

You understand and agree that as a Credit Union we have no duty to know the purpose of (i.e., reason for) any *action* or *transaction* you authorize. We cannot accept this duty for several reasons important to all our members. First, it would impair our ability to complete all our members' ordered *actions* and *transactions* timely and efficiently. Second, it would interfere with our business relationship with members who do not want to divulge the purposes of *actions* and *transactions*, which are not the business of our Credit Union. Finally, it would substantially increase the cost for us to provide accounts, loans, products and services to all our members.

Because you know the purpose of each *action* you take or *transaction* you conduct on the accounts, loans, products and services you have with us, and we do not, you understand and agree that you alone are responsible to ensure that *actions* and *transactions* satisfy your intended purpose.

If you are concerned about the purpose of any *action* or *transaction* on accounts, loans, products or services with us, please obtain the help of trusted family members, friends and/or professionals *before* you take the action or conduct the transaction (please see Provision 2.i.1)). If you require help in monitoring *actions* or *transactions* on accounts, loans, products or services with us, you may designate trusted family members, friends and/or professionals as information users on the accounts, loans, products or services (please see Provisions 2.i.2) and 4.k.).

1) Obtain Trusted Help *Before* Actions & Transactions. *Before* you conduct any *transaction* on the accounts, loans, products and services you have with us, you should be certain you trust *every* person, business or organization you conduct *transactions* with to receive your money or information, and want her, him or it to have your money or information. If you have any doubts about a person, business or organization, *don't* conduct the *transaction* with that person, business or organization until you have contacted trusted family members, friends or professionals for help in addressing your concerns and the reason for the *transaction*. Equally important, *before* you take any *action* on the accounts, loans, products and services you have with us, you should be certain that you trust *every* person you put on, or allow to have access to, an account, loan, product or service with us, and want her, him or them to have access to your money or information. If you have any doubts about a person, *don't* put her or him on, or allow her or him to have access to, the accounts, loans, products and services. Contact trusted family members, friends or professionals (financial advisors, CPAs or attorneys) for help in addressing your concerns about this person and the reason for putting this person on, or allowing her or him to have access to, accounts, loans, products and services.

2) Information Users Can Help *Monitor* Products & Services. To assist you in monitoring the *actions* or *transactions* on the accounts, loans, products or services you have with us in order to protect you against potential fraud or losses, you may designate trusted family members, friends or professionals (financial advisors, CPAs or attorneys) as information users on the accounts, loans, products and services, as explained in Provision 4.k. In the event of potential fraud, health issues or other emergencies, your trusted information user can notify you, your family members, friends, professionals or us. You may have more than one information user for the added protection of multiple trusted people monitoring accounts, loans, products or services with us. For more details about information users, please see Provision 4.k.

j. Methods to Take Actions and Conduct Transactions

You may *take actions*, *conduct transactions on* and use our products and services *by any method we allow*. Specifically, the ways you may access, *take actions*, *conduct transactions on* and use our products and services may include, but are not limited to, 1) in-person, by phone, mail, facsimile, email, drive-through window, night deposit or drop box (or lock box), 2) through the use of a debit card, credit card, ATM card, code, password, PIN, check, signature pad or device, ATM, kiosk, shared branch or any product or service, and 3) through the internet with a computer, tablet, phone, device, mobile device or other technology. An *action* or *transaction* conducted *by any method we allow* is valid no matter what method *we allow* you to use. Please see the definitions of "*action*," "*by any method we allow*" and "conduct" in Provision 1.f.

k. The Title of Products and Services You Have with Us

The products and services you have with us are generally titled on our *documents* and in our *computer system* so the name used on the product or service (typically the business or organization name) matches the EIN and SSN certified. This allows us to maintain and *manage* the product or service in *our records* for you and satisfy reporting requirements. Due to the maintenance, *management* and reporting requirements, the information and *documents* accessible to you may not contain the full or exact title you prefer. However, on your request, we often can include a description or legal title on a *document* or in *our records* that explains the purpose of and/or business, organization and/or person(s) who may use a product or service.

l. Our Exclusive and Beneficial Products and Services

To be entitled to use and enjoy all our financial products and services, a business, organization or person must first be eligible for the privilege of being a member of our Credit Union (our first product). As a member, you may request the exclusive products and services we offer that generally come under one of two categories: our savings products and services, and our lending products and services. Both are valued by our members for their rates and our excellent service. However, we may offer other beneficial financial products and services in addition to our traditional savings and lending solutions. Examples of products include membership, accounts and loans as we offer. Examples of services include teller assistance, phone assistance, *transactions* and safe deposit boxes, which typically require use of our premises, employees or *computer system* to provide the service to you. Please see the definition of "products and services" in Provision 1.f.

1) The Products and Services We Offer. *Please see "Our Products and Services" for a comprehensive summary of our beneficial products and services.*

2) All Non-Business Products and Services We Offer. All non-business and non-organization products and services you have

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with us are governed by the Member Service Agreement (MSA). The MSA Part 2 can be accessed on our website or on request from us any time we are open for business.

m. The Length of this Part 2 of the BSA

To assure excellent service, comprehensive information, and to proactively answer your questions about our products, services and Credit Union, we provide this Part 2. It is lengthy 1) because of the numerous legal, operational and practical matters that affect membership, accounts, loans, products and services, and 2) because it is important to explain why everything we do at our Credit Union is in the best interests of the members. Should you have questions about any matter addressed in the BSA, please contact us during business hours and we will be happy to assist you.

3. Starting Membership, Products and Services

All our members together own our Credit Union. The Provisions of the BSA are intended to serve the best interests of our members.

a. Requirements to Start Membership with Us

To become a member of our Credit Union, you must be in our field of membership, provide any information we request and meet all our requirements for eligibility, due diligence and verification. Before allowing a business or organization to join our Credit Union, we may require a representative to provide proof of five (5) important matters. First, that the business or organization is lawfully formed (e.g., by providing of Articles of Incorporation, Operating or Partnership Agreement, registration with the Secretary of State, business license, tax returns, client/customer references and/or other documentation from the last three years (though we may serve non-lawfully formed businesses or organizations at our discretion)). Second, that the business or organization is eligible for membership with us. Third, that the business or organization wants to join our Credit Union and start membership, products and services with us. Fourth, each representative must substantiate her or his authority to act as a representative for the business or organization (e.g., by providing a notarized board resolution, partnership letter, business license, driver's license or other proof of ownership or authority). And fifth, each representative must substantiate her or his identity as a representative of the business or organization (typically with ID). By consenting to the BSA, you acknowledge you have informed us of the persons who are representative(s) and/or transactor(s) who may act on behalf of the business or organization when *taking actions* or *conducting transactions* on the accounts, loans, products and services the business or organization has with us. You agree to notify us in writing of any change in authority of any representative and/or transactor. You also agree to notify us if the beneficial owner(s) or control person of the business changes, as addressed in Provision 4. of this Part 2. We may rely on the BSA and *our records* until you tell us in writing of any changes and we have had a reasonable time to act on the written notice. By consenting to the BSA, you certify the business or organization does not engage in the internet gambling business, and will notify our Credit Union before engaging in any internet gambling business in the future.

Please understand that membership is a privilege and not a right, and is granted to you by our Credit Union on the condition you observe all applicable laws, regulations, the BSA and all other contracts, obligations and responsibilities with us.

b. Your Identification, EIN or SSN and Backup Withholding

To join our Credit Union we may require the business's or organization's and your full current name(s), the physical address of the business or organization and your residence (and, if different, your business's or organization's and your mailing addresses), and the business's or organization's phone number and your phone number, birthdate, employer and occupation. We may also require all necessary due diligence documentation to validate the business or organization (as addressed above in Provision 3.a.), the business's or organization's Employer Identification Number (EIN) or Social Security Number (SSN), your SSN and your current government-issued photo identification. We require all this information to both provide you with excellent service and to protect your valuable information and funds (and without it, we may not be able to start membership, products and services). For IRS reporting purposes, you may need to certify that the EIN or SSN matches the name and address provided, and indicate if you are subject to backup withholding. Your delivery, review and certification of this information may be required for membership, products or services. For your and our protection and to fulfill our due diligence responsibilities, you may need to obtain an EIN for an account, product or service relationship you wish to start that is not for your personal use. For your convenience and protection we may also request your mother's maiden name, your email address, other identification and information requirements and other undiscoverable confidential information (such as your most or least favorite subject in school, artist, fruit or vegetable, etc.) and require you to create a password in order to *take actions* or *conduct transactions on* our products and services (please see Provision 5.a.). To provide you with excellent service, for your convenience and for your and our protection, you agree we may photograph you and retain a copy or image of your current government-issued photo identification (hereafter referred to as ID) to identity you for the products and services you have with us. We may request to see your current government-issued military photo identification, and though we will not image or copy it, we may enter the information in *our records*. We may also require other current government ID (such as your driver's license or passport) that can be copied or imaged along with entering the information from your military ID. If our copy or image of your ID (or other identification) is expired, to continue to serve you, for your convenience and for your and our protection, you agree we may request, review and retain a copy or image of your current ID. If the IRS notifies us of a discrepancy with the name, EIN, SSN or information in *our records*, you may be subject to backup withholding, requiring us to withhold and pay a portion of dividends, interest or other payments to the IRS.

When you join our Credit Union and start products and services, we may require you to sign or authorize a service form to assist us in *managing* the products and services you have with us. We may note the original use of the form by placing an "O" (for original) in a box on the form. Alternatively, on your request we may agree to start, obtain your consent to and *manage* membership, products and services with the assistance of our employees or the use of our *computer system* (please see Provision 1.g.1)). You agree for purposes of accuracy, we may subsequently verify and correct, complete or update your information in *our records*. You understand and agree that to provide you with excellent service and for your and our protection, we may photograph, film and retain all pictures, photographs, film, likenesses or images of any person (including you) who enters or uses our (or an associate's) premises, facility, location or service solution. Additionally, to provide excellent service, for training and quality assurance purposes and for your and our protection, you agree we may record and retain all conversations with you and anyone who contacts, calls and/or leaves us messages *by any method we allow*. You agree we may obtain, retain and use all ID, pictures, photographs, images, film, voice and image recordings, fingerprints and other biometrics of you with our *computer system* or other technology to identify you and *manage* any product, service, *action* or *transaction* addressed by the BSA or other contract, as applicable. Finally, you agree we may obtain, retain, maintain and *manage* all ID, photographs, images, film, voice and image recordings, fingerprints and other biometrics of you in *our records*.

c. Your Authorization for Us to Obtain Information

You agree we may review your account, employment and credit history, which includes obtaining reports from third parties and credit reporting agencies, to confirm your eligibility for membership, accounts, loans, products and services we may offer. We obtain reports for two important reasons. The first is to provide you with excellent service by pre-qualifying you for products and services

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with us: that way we can make a product or service available to you as soon as possible. The second is for loss prevention purposes, which is required to fulfill our due diligence responsibilities to our members. Additionally, to provide you with excellent service, for your convenience and your and our protection, we may request additional information to assist you with any currency needs for the accounts, loans, products and services you may request.

d. Starting Membership, Products and Services Online

We may offer an internet service that allows you to join our Credit Union and start products and services with us online. This internet service is governed by any contract you agree to online, the BSA, all other contracts, as applicable, and *our records*. Should you have any questions about this service, please contact us at your earliest convenience.

e. Starting Membership, Products and Services by Mail

On your request and for your convenience, we may at our sole discretion mail *documents* with your information to you to join our Credit Union and start products and services with us. We do not advise mailing your confidential information since it exposes you to numerous problems (ID theft, fraudulent *transactions*, etc.). We recommend you come to our Credit Union at your convenience (or use an internet service we offer) to start membership, products and services with us. In fairness to the members, if you request us to mail your information, you agree to take responsibility for all problems and losses that result from theft and/or unauthorized use of your information. Please contact us during business hours for information about starting membership by mail.

f. Starting Membership, Products & Providing the Part 2

When you join our Credit Union we will first review a number of important matters about membership, products, services and the BSA (please see Provision 3.g.). Thereafter we (or you) may complete a service form (which we may require to be notarized) and/or enter the business's or organization's and your information in *our records* according to your instructions to start the products and services you have requested. Once you have reviewed your information, you will consent to the *terms* of the BSA and to the use of our products and services. If we assist you in-person we will offer you a paper Part 2 of the BSA, and email it to your address (if provided) in *our records*. If we assist you by phone, mail or through the internet, we will make the Part 2 of the BSA accessible to you *by any method we allow*, or offer to mail you a paper Part 2 of the BSA. We will ask (or advise you to ask) if you have questions about any matter addressed in the BSA, and encourage you to contact us during business hours for help with any product or service. Finally, we will remind you that you can always access a current Part 2 of the BSA and disclosures on our website, and may contact us about the information or *documents* in *our records* any time we are open for business.

g. Matters We Address when You become a Member

When you join our Credit Union we: 1) review all required documentation and obtain information that substantiates the validity of the business or organization and its eligibility for membership to fulfill our due diligence responsibilities, and verify your ID, 2) may obtain relevant account, employment and credit reports, as needed, 3) review important information about membership, products, services, privileges and responsibilities with you, 4) enter the information about the business or organization and you and the product(s) and/or service(s) in a form or our *computer system* and review that information with you, 5) offer you a paper Part 2 of the BSA (or offer to mail it to you), email you the Part 2 of the BSA (if we have an address on file), and make the Part 2 of the BSA accessible to you on our website or in an internet service we offer, 6) run all required verifications and reviews, and address all applicable compliance requirements, 7) review and have you consent to membership, products, services and the BSA, *as we allow*, 8) start the accounts, products and services requested by you, 9) ask you (or advise you to ask) if you have any questions and encourage you to contact us during business hours about any matter pertaining to our products and services, *and* 10) remind you that you may always access a current Part 2 of the BSA and disclosures on our website, and contact us about the information or *documents* in *our records* any time we are open for business.

h. Denial of the Privilege of Membership

We may deny the privilege of membership to a business, organization or person for any reason not prohibited by law, including but not limited to, 1) ineligibility for membership, 2) failure to provide required documentation, information or ID, 3) information from a third-party report, 4) any lost or stolen check, card or access device, 5) overuse of *actions* on our products or services, 6) a breach of or unauthorized access to a product or service, 7) business or compliance purposes, 8) to stop or prevent a loss, 9) potential lack of capacity or victim of undue influence, 10) failure to comply with any *term* of a contract, 11) failure to use products or services to justify membership, 12) inactive or abandoned products or services, 13) chronic dissatisfaction with us, 14) disparaging our reputation, 15) default on any obligation, 16) causing us a loss, 17) not voluntarily repaying a loss, 18) previous expulsion, 19) anything unethical or unlawful concerning your business or organization, you or our business, 20) any alteration, forgery or fraud concerning your business or organization, you or our business, 21) any falsification or misrepresentation concerning your business or organization, you or our business, 22) any alleged crime concerning your business or organization, you or our business, 23) abuse of or threats to anyone associated with us, or 24) any other reason we believe is appropriate to *manage* the business of our Credit Union.

i. Also Please Review the Three Important Disclosures

We recommend you also review the "Electronic Funds Transfer Disclosure," the "Funds Availability Disclosure" and the "Rate and Fee Disclosure." These disclosures have specific application to this Provision as well as a number of other matters throughout the BSA. Most of these disclosures are found at the end of this Part 2, and are accessible to you separately from the Part 2 on our website or upon request from us.

4. Certificate of Authority & Product and Services

When you start the accounts, products and services your business or organization has with us you acknowledge you have designated the representative(s) to act on behalf of the business or organization as reflected in *our records*. You understand it is your responsibility, and not our responsibility, to assure all *actions* and *transactions on* accounts, products and services by your representative(s) coincide with your business's or organization's affairs and activities, and its and your financial and/or estate planning needs. Because you are in control of the account(s) with us, you irrevocably waive the right to dispose of the funds in the account(s) with us by will (please see Provision 4.d.). To provide you with excellent service, assist you with products and services, and fulfill our due diligence responsibilities with respect to your business, we may need to obtain important specific information about any person who owns or manages the business. Initially we may need to identify the number of people who have at least a twenty five percent (25%) ownership interest in the business, along with each such owner's name, birthdate, physical address and SSN. If an owner of the business is a trust, we will need to obtain the trustee's name, birthdate, physical address and SSN. We will note each such owner's interest in the business with the letter "O" in her or his Section of our form or in *our records*. If a representative or transactor is an owner, we will include the letter "O" in her or his Section of our form or in *our records*. The "O" indicates the owner is a "beneficial owner" of the business in *our records*. We may also identify the person who has significant responsibility to control, manage or direct the business (and his or her title if applicable). We will note this person's management responsibility with the letter "C" in her or his Section of our form or in *our records*. The "C" indicates that this person is the "control person" of the business in *our records*. You agree to notify us if the beneficial owner(s) or control person of the business changes. All this information assists us in providing excellent service to and *managing* the products and

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services for the business, and provides us with the key individuals in the event we need to contact a specific person about the business's products and services with us.

The business or organization, and each owner, officer, partner, director, member, employee, manager, volunteer, fiduciary or person, that consents to the BSA warrants that the business or organization has been duly formed and currently exists and certifies the following provisions.

a. Representatives and Transactors

The representative(s) and/or transactor(s) identified on the BSA Part 1 form and/or in *our records* is/are authorized to act on all the accounts, loans, products and services the business or organization has with us based on the designated authority and Certificate of Authority as addressed below.

1) Representatives & Accounts, Products and Services. To start, maintain, *take actions* and *conduct transactions on* the accounts, products and services with us, the business or organization will designate a person or persons to be the representative(s) of the business or organization. We will require each representative to provide all her or his information and ID (as explained in Provisions 3.b. and 4. above) and consent to the BSA. The business or organization may have one representative or multiple representatives on the accounts, products and services it has with us. Multiple representatives have equal rights to *take actions* and *conduct transactions on* the accounts, products and services. These rights allow each representative alone to start, confirm, maintain, review, change, add, terminate and *conduct transactions on* the accounts, products and services on behalf of all representatives and the business or organization for any purpose. This includes a representative withdrawing funds, terminating and adding new accounts, products and services, or adding or removing a representative or transactor, on behalf of the business or organization. You understand and agree any representative may sign the signature of any other representative (or transactor) on an account, product or service (such as to issue or deposit checks or initiate wires), and guarantees the signature or authorization of any or all other representatives (or transactors as applicable) for all *actions* and *transactions on* the accounts, products and services. You also agree a representative may conduct any *transaction* by cash, check, EFT, wire, etc., *by any method we allow* on behalf of the business or organization with or without the knowledge, signature, endorsement or authorization of any other representative (or transactor as applicable) on the account(s), product(s) and service(s). Furthermore, by the business or organization maintaining the accounts, products and services with one or multiple representatives, you consent to any *actions* or *transactions on* accounts, products and services by any representative on the accounts, products and services. If you request us to designate a person as a representative by entering the representative's information in *our records* without signing or authorizing a form, you agree this person is a representative. You further agree this person may subsequently sign or authorize a form as a representative. Once the business or organization has designated a representative, it is your sole responsibility (and not our responsibility) to monitor the representative's *actions* and *transactions on* the accounts, products and services. You agree we have no duty or responsibility to monitor, inquire about or notify you of the use and purpose of any *action* or *transaction* conducted by a representative, or assure any *action* or *transaction* is for your benefit. You understand you take full responsibility for any representative, and for all *actions* and *transactions on* the accounts, products and services by that representative. You agree the business or organization is responsible for any fees, costs, losses or liabilities incurred for any *action* taken or *transaction conducted on* an account, product or service by a representative regardless of whether the business or organization benefited from the *action* or *transaction*. A representative's authority to *take actions* and *conduct transactions* will continue until we receive written notice that you have terminated the representative's authority and have a reasonable opportunity to act on that notice. If you wish to terminate a representative's authority on an account, product or service you must notify us and complete the termination *as we allow*. We have no duty to prevent a representative from *taking actions* and *conducting transactions* until you have notified us and completed the termination as we allow. A representative may remove her or himself from the accounts, products and services you have with us, and we have no duty to notify the business, organization or any representative of the removal. If a representative decides to remove her or himself, we may require her or him to notify us in writing and/or sign or authorize a form (or be removed *as we allow*). A representative's removal from the accounts, products and services, does not relieve the business or organization or the representative from any responsibilities, obligations or liabilities for *actions* taken or *transactions* conducted as a representative under the BSA. If a business (or any owner) or organization owes us money for any reason, we may enforce our rights against all funds in any account used by the business (or owner) or organization, regardless of which representative (or transactor) deposited the funds in the account. You agree a security interest granted by a representative on an account will continue to secure that obligation to us, regardless of whether that person is a representative or not. Finally, for any obligation owed to us, our rights take priority over all other claims to the funds in an account unless otherwise required by law (please see Provisions 18. and 20.).

2) Transactors & Accounts, Products and Services. A representative may designate a person (or persons) to be a transactor on the accounts, products and services that the business or organization has with us. A transactor is authorized by you to *conduct transactions on* (i.e., deposit and withdraw funds, and obtain information about) the accounts, products and services on behalf of the business or organization. We will require each transactor to provide all her or his information and ID (as explained in Provisions 3.b. and 4. above) and consent to the BSA. A transactor only has the right to *conduct transactions on* the accounts, products and services, and has no other rights to the accounts, products and services. Further, a transactor cannot *take action* to start, change, add or terminate an account, product or service, except to remove her or himself from the accounts, products and services as explained in this Provision. You understand and agree any transactor may sign the signature of any representative or other transactor on an account, product or service (such as to issue or deposit checks or initiate wires), and guarantees the signature or authorization of any or all other representatives and transactors for all *transactions on* the accounts, products and services. You also agree a transactor may conduct any *transaction* by cash, check, EFT, wire, etc., *by any method we allow* on behalf of the business or organization acting alone, with or without the knowledge, signature, endorsement or authorization of any other representative or transactor on the account(s), product(s) or service(s). If you request us to designate a person as a transactor by entering the transactor's information in *our records* or *as we allow* without signing or authorizing a form, you agree this person is a transactor. You further agree this person may subsequently sign or authorize a form as a transactor. Once you have designated a transactor, it is your sole responsibility (and not our responsibility) to monitor the transactor's *transactions on* the accounts, products and services. You agree we have no duty or responsibility to monitor, inquire about or notify you of the use and purpose of any *transaction* conducted by your transactor, or assure that any *transaction* is for your benefit. You understand you take full responsibility for any transactor, and for all *transactions on* the accounts, products and services by your transactor. You agree the business or organization is responsible for any fees, costs, losses or liabilities incurred for any *transaction on* an account, product or service conducted by a transactor, regardless of whether the business or organization benefited from the *transaction*. The transactor's authority to *conduct transactions* will continue until we receive notice (which we may require in writing) you have terminated the transactor's authority, and

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we have a reasonable opportunity to act on that notice. Any representative may remove a transactor from the accounts, products and services, which we may require to be confirmed in writing. We may also suspend any further *actions* and *transactions* on the account until you sign or authorize an updated form (or remove the transactor *as we allow*) or terminate the accounts, products and services. A transactor may remove her or himself from the accounts, products and services you have with us, and we have no duty to notify the business, organization or any representative of the removal. If a transactor decides to remove her or himself, we may require her or him to notify us in writing and/or sign or authorize a form (or be removed *as we allow*). A transactor's removal from the accounts, products and services, does not relieve the business, organization or the transactor from any responsibilities, obligations or liabilities for *transactions* conducted by the transactor under the BSA.

b. Certificate of Authority

The business or organization and each representative or transactor identified in the BSA and/or in *our records* certifies and agrees the business's or organization's accounts, loans, products and services will be governed by the *terms* of the BSA, as amended from time to time. The authority given to a representative or transactor will remain in full force until written notice of revocation is delivered to and received by us. Any such notice will not affect any checks, drafts or items in process at the time notice is given. A representative will notify us of any change in the business's or organization's composition, assumed business names, or any aspect of the business or organization affecting the BSA before the change occurs. We have no duty to inquire about the powers and duties of any representative or transactor and have no notice of any breach of fiduciary duties by any representative or transactor unless we have actual notice of wrongdoing.

c. Your and Our Liability under this BSA

The business or organization agrees we will not be liable for any losses due to your or a representative's failure to notify us of changes in the business's or organization's composition, assumed business names, or any aspect of the business or organization that affects the BSA. The business or organization and each representative or transactor agree to indemnify and defend us against and hold us harmless from any loss, damage, claim or liability as a result of unauthorized acts of any current or former representative or transactor or acts of any representative or transactor which we rely on before notice of any change to either an account, product, loan or service or the business or organization.

d. Waiver of Testamentary Account Distributions

You understand and agree it is your sole responsibility as a business (and owner) or organization (and not our responsibility) to assure the features of the accounts, products and services you have with us, as designated by your representative in *our records*, accurately reflect your personal, domestic, financial, business and estate planning needs. Matters you may want to consider include, but are not limited to, those created, changed or terminated by marriage, children, grandchildren, adoption, separation, divorce, remarriage, disability, retirement, death or as a result of any agency, power-of-attorney, guardianship, conservatorship, trusts, wills, businesses, corporations, partnership agreements, contracts, indebtedness, etc. If permitted by applicable state law, you irrevocably waive your rights to make testamentary dispositions from any account, and do so with the understanding that the features of an account control and supersede any inconsistent testamentary disposition. It is your responsibility to assure the features of the accounts, products and services you have with us accurately reflect and take into consideration your personal, domestic, financial, business and estate planning needs. In addition, you can *take action* to start, confirm, maintain, review, change, add or terminate an account, product or service at any time *as we allow*. Therefore, you irrevocably waive your right to make a testamentary disposition of any account at our Credit Union, both now and in the future. You agree since you are in complete control of the features of the accounts with us, and can, as a representative or through a representative, *take action* to start, change, add or terminate the accounts at any time *as we allow*, on your death we may rely exclusively on the BSA and *our records* concerning all matters that affect the accounts, products and services you have with us.

e. See the "Rate and Fee Disclosure"

We recommend you also review the "Rate and Fee Disclosure," which has specific application to this Provision as well as a number of other matters throughout the BSA.

5. Product & Service Access, Transactions & Actions

a. Authorization of Transactions and Actions

Your signature on a form, *document* or *as we allow* (when required) is important for identifying you and allowing you to start, consent to, *take actions* and *conduct transactions on* our accounts, loans, products and services. On your request, we may agree to obtain your consent to *take actions* and *conduct transactions* on products and services with the assistance of our employees or the use of our *computer system* (please see Provision 1.g.1)). You understand and agree that all ID, photographs, images, film, voice and image recordings, fingerprints and other biometrics obtained when you take any *action* or conduct any *transaction* are *managed* by us as explained in Provision 3.b. To provide you with excellent service and for your and our protection we may require your physical signature or reconfirm your signature in-person or before a notary public prior to any *action* or *transaction on* an account, loan, product or service. We may also require your ID, a second form of ID and other (or updated) information (such as your physical address, SSN, birthdate, password, mother's maiden name, thumbprint or fingerprint, date and type of last *transaction*, other historical factual and confidential information, etc.) before you may *take action* or *conduct a transaction on* an account, loan, product or service.

You may deposit and withdraw funds by cash, check, EFT, wire or by any other method *we allow*. You may also authorize the payment of checks, other *transactions* or *actions by any method we allow*. You agree we may pay checks and honor *actions* or *transactions on* an account, loan, product or service that contain your signature or authorization, even if you later claim the method of consent or the *action* or *transaction* was not authorized. On your request, we may allow you to include a legend on or notation in *our records* and on checks requiring two or more signatures or authorizations on your checks, *actions*, *transactions* or any other matter pertaining to the accounts, loans, products or services you have with us. You understand this legend or notation requiring two or more signatures or authorizations may only be entered in *our records* or as *we allow*. You agree any such legend or requirement is for your convenience only, and it is your sole responsibility (and not our responsibility) to supervise your internal control affairs with all persons you authorize. You also agree we may pay a check, or honor any *action*, *transaction* or other matter pertaining to the accounts, loans, products or services with us, with only one signature or authorization by any person you authorize. You understand we have only allowed you to add a legend or requirement for two or more signatures or authorizations because you 1) are in the best position to address your own internal control affairs with the persons authorized, and 2) have agreed to take responsibility for and recover any loss that occurs from a violation of your requirement.

If we contact you about an *action* or *transaction on* an account, loan, product or service that you confirm is authorized (which our employee may note in *our records* or *as we allow*), you agree we may rely on your confirmation. If you share your information, password, code or PIN (or any other method of authorization *we allow*) with any person or organization, you agree you authorize *actions* or *transactions on* the account, loan, product or service conducted by this person or organization. You further understand that until you notify us and revoke your authorization, all *actions* or *transactions on* the account, loan, product or service conducted by this person or organization are authorized and genuine, even if they are not

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conducted for your benefit or according to your instructions. If you request and we agree to provide you with cash for any *action* or *transaction*, you understand once you are in possession of the cash, you (and not us) are completely responsible for its care and safekeeping from any loss, theft, damage or destruction. Should you have any concerns about the loss or theft of cash, please let us know and we may be able to provide you with one of our checks (for which we may charge you a fee). Additionally, for your and our protection and security purposes, you agree we may pay any person (including you) requesting a withdrawal in cash with a limited amount of cash, our check, an EFT or wire. You understand and agree these cash withdrawal options are appropriate since a person can obtain cash by depositing the check at her or his own financial institution, and we can schedule the delivery of cash for you on your request.

b. Transaction and Action Options & Required Forms

When you *take action* or conduct a *transaction on* accounts, loans, products or services, we may require you to use a specific form or *document* to conduct or complete the *action* or *transaction*. If you do not use that form or *document*, for your and our protection we may refuse to honor, perform or complete the *action* or *transaction*. Whether an *action* or *transaction* is honored, completed or not, you are responsible for any loss or liability we incur as a result of your failure to use a required form or *document* or follow the *terms* of the BSA.

c. Account Transfers by Wire or ACH

We may offer wire transfers or ACH transfers that allow you to send or receive debits or credits to an account with us. We may require all wire transfers to be authorized in writing. When you initiate a wire or ACH transfer you may identify either the recipient or any financial institution by name and account or identifying number. We (and other institutions) may rely on the account or other identifying number you give us as the proper identification number, even if it identifies a different person or institution. You understand we may confirm the information on all wire requests before sending the wire. Once we have sent an outgoing wire, the transfer is final and cannot be stopped, so please make sure all the information about the wire is correct and that you want the wire sent according to that information. If you provide incomplete or inaccurate written or verbal transfer instructions to us, we will not be responsible for any resulting wire transfer losses, delays or failed *transactions*. You understand international wire transfers may not be completed for several weeks**,** or at all.

Wire transfers are governed by Federal Reserve Regulation J if the transfer is cleared through the Federal Reserve. ACH *transactions* are governed by the rules of the National Automated Clearing House Association (NACHA). You acknowledge that our processing of international *transactions* may be delayed if necessary to complete screening required by Federal law. You must ensure that all international entries you initiate are designated with the appropriate international entry code, as required by NACHA rules. All entries will be credited to or debited from the account you have with us in U.S. dollars. Currency conversion will be at rates determined by, or available to, us or the Automated Clearing House. You bear all currency conversion risk as well as all gains or losses associated with currency conversion for international entries. All wires and ACH transfers must comply with applicable U.S. law. If you use these services and receive funds by wire or ACH transfer, you agree to confirm the transfers by reviewing your periodic statement (or online service we offer), since we are not obligated to notify you when funds are received. While we may conditionally and provisionally credit the account you have with us with an ACH transfer, if we are not finally and ultimately paid for the transfer, we may reverse the credit to the account and the sender will be deemed not to have paid you. If we cannot reverse the credit or you do not have sufficient funds in an account, you agree to reimburse us for the amount of the reversed transfer.

d. Limitations on Account Transactions

1) Account Withdrawal Limitations. You understand we have no obligation to honor a request to withdraw funds if you do not have 1) sufficient available funds in an account or 2) one of our overdraft services (please see “available balance” in Provision 6.i.). If a check or other transfer or payment order is presented against insufficient available funds in an account, we will charge you a fee. If there are sufficient available funds to pay some but not all checks or items drawn or presented against the account, we may pay or allow withdrawals for those checks, transfer or payment orders for which there are sufficient funds in any order we choose, according to applicable law and the *terms* of the BSA. There are a number of circumstances where you may not be able to withdraw funds from an account, including but not limited to: 1) our methods are inoperative due to emergencies or problems, 2) the product or service has been terminated, 3) we are unable to contact you, 4) failure to provide required documentation, information or ID, 5) failure to use a required method or *document*, 6) exceeding a limit or an amount set by us, 7) failure to meet a minimum balance for thirty (30) days, 8) deposited check funds are not available, 9) funds are collateral for an obligation, 10) any lost or stolen check, card or access device, 11) a breach of or unauthorized access to a product or service, 12) business or compliance purposes, 13) to stop or prevent a loss, 14) potential lack of capacity or victim of undue influence, 15) failure to comply with any *term* of a contract, 16) funds held or offset per a security interest or lien, 17) account and/or funds held for a dispute or uncertainty, 18) unpaid check(s) or EFT(s) for insufficient funds or stop payment orders, 19) deposited item(s) charged back for nonpayment or a claim, 20) a garnishment, levy or similar legal claim or notice, 21) default on any obligation, or 22) our belief that an *action* or *transaction* may be fraudulent. To comply with the law and to protect you and the members of our Credit Union, you understand we may require written notice of your intent to withdraw funds from an account you have with us at least seven (7) calendar days and up to sixty (60) calendar days before the time you would like to make the withdrawal. Finally, you understand in the event any account is overdrawn, any loan is past due, or you are otherwise in default under any contract with us, we may suspend your ability to conduct *actions or transactions* to any or all accounts, products, services, until you have resolved the matter with us.

2) Account Transfer Limitations. You may make unlimited withdrawals from the checking account(s) you have with us by any method *we allow*. In addition, you may make unlimited withdrawals or transfers from a Regular Savings, Loan Payment Savings, Holiday Club, Miscellaneous Savings/Vacation Club, Money Market account(s) in-person, by ATM, by mail request or by calling us for one of our checks. However, we may limit the number of certain types of withdrawals from some types of accounts as identified in the “Rate and Fee Disclosure.”

3) Account Transaction Volume Limitations. We may limit the number of items deposited and the frequency of deposits and other *transactions* you can make each day to the account(s) you have with us. The date we use to determine the number of *transactions* is the date a *transaction* is posted to (actually credited to or debited from) an account, rather than the date you conducted the *transaction*. Should the *transactions on* an account with us exceed the limitations we establish, we may limit your *transaction* activity, charge you a fee or terminate the account. You understand if *we allow* or honor a *transaction* that exceeds these restrictions (a nonconforming *transaction*), we are not required to allow or honor any future *transaction* that exceeds these restrictions.

4) Limits on ATM Transactions. For your and our protection, we may limit the number and dollar amount of cash withdrawals at ATMs. We may also limit the number and amount of deposits by cash and check at ATMs. Our current limitations on ATM cash withdrawals are stated in the “Electronic Funds Transfer Disclosure" at the end of this Part 2 of the BSA. Should you need to make

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withdrawals and deposits that exceed our ATM limits, you may come to our branch any time we are open for business.

e. Accounts May Not be Transferred to Others

The accounts you have with us are non-negotiable, non-assignable and non-transferable to another person or organization. This means you may not endorse, negotiate, transfer, secure or pledge any account and the funds in that account to a person or organization other than us for any reason. Unless a person's name appears on a service form or is in *our records*, she or he may be denied access to all accounts, products and services and all funds and information pertaining to the accounts, products and services unless otherwise required by law.

f. When a Transaction or Action May be Refused

Generally to conduct an *action* or *transaction* on an account, product or service with us, you must be a representative on the account, product or service. For your and our protection, you understand we may refuse an *action* or *transaction on* an account, loan, product or service for any reason not prohibited by law, including but not limited to, 1) our methods are inoperative due to emergencies or problems, 2) we are unable to contact you, 3) failure to provide required documentation, information or ID, 4) failure to use a required method or *document*, 5) exceeding a limit or an amount set by us, 6) failure to meet a minimum balance for thirty (30) days, 7) inactive or abandoned products or services, 8) deposited check funds are not available, 9) funds are collateral for an obligation, 10) any lost or stolen check, card or access device, 11) a breach of or unauthorized access to a product or service, 12) business or compliance purposes, 13) to stop or prevent a loss, 14) potential lack of capacity or victim of undue influence, 15) the product or service has been terminated, 16) failure to comply with any *term* of a contract, 17) funds held or offset per a security interest or lien, 18) account and/or funds held for a dispute or uncertainty, 19) unpaid check(s) or EFT(s) for insufficient funds or stop payment orders, 20) deposited item(s) charged back for nonpayment or a claim, 21) a garnishment, levy or similar legal claim or notice, 22) default on any obligation, 23) limited to a savings account and voting by mail, 24) ineligible for membership, 25) membership terminated, 26) notification of death, 27) anything unethical or unlawful concerning your business or organization, you or our business, 28) our belief that an *action* or *transaction* may be fraudulent, 29) any alteration, forgery or fraud concerning your business or organization, you or our business, 30) any falsification or misrepresentation concerning your business or organization, you or our business, 31) any alleged crime concerning your business or organization, you or our business, 32) abuse of or threats to anyone associated with us, or 33) any other reason we believe is appropriate to *manage* the business of our Credit Union.

g. Transactions and Actions Online

We may offer an internet service that allows you to *take actions* or *conduct transactions on* products or services with us online. For your convenience, and in order to remind you to go online to start the service, we may note your request for this internet service on a form or enter it in *our records*. This internet service may be governed by a contract you agree to online, the BSA, all other contracts, as applicable, and *our records*. Should you have any questions about this service, please contact us at your earliest convenience.

6. Your Use of a Checking Account with Us

a. Completing Your Checks and Check Register

When you write a check drawn on a checking account with us, you must write your payee's name, complete the numerical and written amount lines on the check and sign your name. Always begin by writing the payee's name and the amounts at the start of the far-left side of these lines to avoid leaving any spaces; this will reduce the risk of your check being altered. It is also important to draw a line after the payee's name and after the written amount to protect yourself against alterations. Please make sure all information you write on your check is legible. Finally, make sure the numerical and written amounts of your check match, since the written amount is likely the amount we may pay from the account. If the amounts do not match, you agree we may pay either amount or return the check unpaid, at our sole discretion.

Once completed, you should write the check number, amount, date, payee's name and purpose in your check register or payment records, and deduct the amount of the check from the account balance. This helps you to keep track of the current balances of an account, which in turn helps you avoid insufficient funds or overdraft fees (please see Provisions 6.i. through l.). It also allows you to detect and report checks with alterations and forged drawer's signatures (please see Provision 15.b.). Please use dark permanent ink (preferably black ink) to complete and sign your checks. You agree you are responsible for any losses incurred for your checks if you do not use a dark permanent ink when writing your checks. You should also keep your checks in a secure location and separate from your ID so they are not stolen from you. If there are multiple representatives or a transactor on the account, each representative or transactor may sign (or authorize), issue and endorse checks in the business's or organization's name. If you require more than one signature on a check drawn on an account with us, you agree we may pay that check regardless of the number of signatures on it if the check is issued by a person authorized to *conduct transactions on* the account (please see Provision 5.a.). You understand when you write a check you are ordering us to pay the check, and that payment is proper even if you did not completely fill out or sign your check.

b. Please Use the Check Forms We Provide

For your protection, when starting a checking account you agree to use the checks we make available that we refer to as, "your checks." Your checks are actually forms (check forms) provided to you by our approved associate. It is important that you use our associate-provided checks because 1) the security features help protect against fraud losses, and 2) the forms help us confirm that a check is your check when presented for payment. Using any other check form may indicate fraud, and you agree we may refuse to pay it if we believe our refusal may prevent a loss, and is not dishonor or wrongful. Alternatively, if you use and we pay a check not provided by our associate that results in any loss or fees, you agree to be responsible for any loss and fees incurred. The reason you are responsible for any loss and fees is because in order to obtain check forms from another organization or person, you must provide your information to unknown people, any of whom may create a fraudulent check drawn on the account. Accordingly, we use an associate's check forms to help avoid losses, and require you to take responsibility for all losses and fees for not using these forms.

c. Dates on Your Checks

We may pay a check you write regardless of its date or language limiting payment to a certain time (for example, "stale dated" checks or checks bearing a "void after" date legend). However, we are not obligated to pay a check before its date or more than six (6) months after its date. Attempts to limit payment of a check by date or language are ineffective because 1) checks presented as EFTs or other transfers may not include the date, 2) our processing technology may not allow for the examination of a date, and 3) a person in possession of your unpaid check may take legal action against you for the amount and costs. If you do not want an outstanding check paid, you may place a stop payment order on the check (please see Provision 6.d.). Similarly, if you date a check for payment in the future (often referred to as a "postdated check notice") and notify us, we may agree not to pay a check before its date. Please be aware this postdated check notice will only be effective if it allows us a reasonable amount of time to act on and not pay the check. Additionally, for the notice to be effective we will need your name, your number, the check's number and date, amount and the payee's name. You understand that failure to fulfill any of these requirements may result in payment of the check. If you fulfill these requirements, we will return the check as postdated and charge you a fee to cover some of our employee's time. Should

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you request us to cancel a postdated check notice and pay the check, we may also charge you a fee to cover some of our employee's time. For your convenience, we may agree to a verbal postdated check notice that will expire after fourteen (14) calendar days unless you confirm that notice in writing. Once confirmed in writing, the notice will be effective for six (6) months, and can be renewed for an additional six (6) months for a fee. You understand we have no duty to notify you when your notice will or has expired.

d. Stop Payment Orders on Your Checks and ACHs

You may request us to stop payment on any check drawn on or ACH debit scheduled from a checking account you have with us *as we allow* (which we may require to be confirmed in writing). Your request will be effective only if we have a reasonable amount of time to act before the check is presented or the ACH entry is transmitted to us. For the notice to be effective we will need your name, your number, check number, the date of the check or ACH entry, the name of the payee and the amount of the check or ACH entry. You understand that failure to comply with any of these requirements may result in payment of the check or ACH entry. If you fulfill these requirements we will return the check or ACH entry and charge you a fee to cover some of our employee's time. Should you request us to cancel a stop payment order, we may also charge you a fee to cover some of our employee's time. A stop payment order on a check will expire after six (6) months unless you contact us and renew the stop payment request for an additional six (6) month period. We have no duty to notify you when your stop payment order will or has expired. A stop payment order on an ACH entry will continue until the entry is returned or until you cancel the stop payment order. Each stop payment order requested or renewed will be charged a fee as stated in the "Rate and Fee Disclosure."

You understand that although you may stop the payment of your check, generally the person or organization in possession of the check may recover the full amount of the check from you (which may include interest and costs). In addition, if you owe money to the payee of the check or ACH entry, stopping payment on the check or ACH entry means you will not have paid the money to that person. In the unlikely event we pay a check or ACH despite a timely, accurate and complete stop payment order, we may be obligated to credit the account you have with us. We also may not be obligated to credit the account and you will need to address the matter with the payee. If we issue a credit to the account, you agree to sign or authorize a statement explaining the dispute with your payee, and assist us in taking legal action against any and all persons, businesses or organizations to recover our loss. You understand if you repeatedly place stop payment orders on your checks drawn against insufficient funds, we may consider that account abuse and may terminate the account.

e. No Stop Payment on Our Cashier's or Teller's Checks

If we provide you with one of our checks that is payable to you or that you have requested us to make payable to another person, business or organization, it is your sole responsibility to make sure you want the person, business or organization to be paid with the check before you deliver the check to that person, business or organization. You understand that if you give our check to a person, business or organization, and afterwards become displeased with the person, business, organization or *transaction* and do not want the check paid, ***we will not be able to stop payment on our check***. If you have any doubt about the person, business, organization or *transaction*, do not give the check to that person, business or organization, since we will not be able to stop the payment of the check. Should you change your mind and decide not to use one of our checks, you may return the actual physical check to us and request a refund for the amount of the check.

f. Conversion of Checks to Electronic Fund Transfers

In some circumstances, a person, merchant, business or organization can convert your check and check information into an EFT and debit the account you have with us. The conversion of your check to an EFT is covered by the "Electronic Funds Transfer Disclosure," which is part of the BSA (and is found at the end of this Part 2). You agree we may honor the EFT and debit the account just as if the original check was presented for payment. Should a person, business or organization convert your check to an EFT, you will have to contact that person, business or organization if you wish to access a copy of your check. You understand that if we return your check to a business or organization unpaid for insufficient funds or stop payment, the business or organization may try to re-present the check as an EFT. The EFT that represents the dishonored check will be treated as a re-presented check.

g. Presentment of Your and Our Checks

For your and our protection, compliance purposes and to cover costs for our members, we may require any person presenting your or our check to comply with our due diligence requirements before we pay the check. These requirements may include, but are not limited to, the presenter supplying us with her or his ID, SSN, birthdate, physical address and authority to present (negotiate) the check. We may also require the person to sign a statement of receipt, place her or his thumbprint or fingerprint on the check and pay a fee. If a check is payable to two or more persons (whether payable sequentially or together), we may require all payees or endorsers to sign the check in-person at our Credit Union (or *as we allow*) to assure all endorsements are valid. You agree that if a person presenting a check declines to carry out any of these requirements, we may refuse to pay the check, and that our refusal is not dishonor or wrongful since this person has not complied with our presentment requirements. (A presenter always has the option to deposit and receive funds for the check at the presenter's own financial institution). For your and our protection, checks presented after our 2 p.m. cut-off hour may be treated as if presented on the next business day we are open. You agree to be responsible for legal advice we require regarding any matter concerning a check drawn on an account you have with us (please see Provision 1.h.). Also, for your and our protection and security, we may pay a person presenting your check with our check or an EFT, and we may decline to pay this person with cash. You understand and agree that payment with our check is not wrongful since this person can obtain cash by depositing the check at her or his own financial institution. Additionally, for your and our protection and security purposes you agree we may pay any person (including you) presenting our check with a limited amount of cash, our check or an EFT, and may decline to pay the check entirely with cash. You understand and agree these payment options are appropriate since a person presenting our check can obtain cash by depositing the check at her or his own financial institution, and we can schedule the delivery of cash to you on your request, for which we may charge you a fee.

h. Our Use of Automated Collection and Payment Processes

We use electronic check deposit, transmission, presentment, payment and return technology to *manage* the greatest number of checks in the most cost-effective manner for the benefit of the members of our Credit Union. These automated processes rely on and can only recognize information in the Magnetic Ink Character Recognition (MICR) line at the bottom of the check, which contains your number, amount of the check and check number. To achieve these cost efficiencies for our members, you agree when we pay or take a check for deposit and collection we may disregard all information on the check (including notes and legends) other than 1) the identity of the institution the check is drawn on, and 2) the information encoded in the MICR line (whether consistent with other information on the check or not). You also agree when we pay a check without physically or visually examining it, it does not mean we failed to exercise ordinary care in paying the check.

i. Determination of Available Balance to Pay Items

Checks and other *transactions on* a checking account with us are paid based on your available balance, and not the actual balance. Your actual balance is the actual amount of funds in the account (based on credits and debits posted to the account at that time). Your available balance is generally equal to the actual balance,

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less the amount of any holds placed on recent deposits, holds placed for other reasons, and holds for pending *transactions* (such as debit card purchases) we have authorized but have not yet posted to the account. If an item presented for payment against the account exceeds the available balance, we will treat it as presented against insufficient funds even if the actual balance exceeds the amount of the item (please see Provision 6.k.).

j. The Order in which Checks and Other Items are Paid

In general, we pay checks and other *transactions* in the order they are presented to us, regardless of when you issued or authorized them. Insufficient funds balances on accounts may result from 1) checks paid, 2) holds on funds of deposited checks, 3) ACH debits such as online bill payment *transactions*, 4) payments authorized by a representative (or transactor) or other withdrawal requests, 5) items deposited by a representative (or transactor) and returned unpaid by the paying institution, and 6) imposition of requested or required fees. Checks and ACH debits may be presented to us in batches or data files, and are paid when we process the data file. Checks in the same data file are processed in low to high amount order. Checks presented for payment at our branch are processed at the time of payment. Debit card *transactions* are processed when transmitted to us, which may occur immediately or up to several days later. You understand that the merchant or its processor (and not us) determines when the *transaction* will be transmitted to us. When a merchant obtains authorization for a debit card *transaction*, we place a temporary hold against the funds in the account for the amount of the authorized *transaction*. In some cases, such as restaurants, gas stations, or car rental *transactions*, there may be a hold for an initially authorized amount, but the *transaction* is submitted at a different amount. You should be certain there are sufficient funds in your available balance at all times to pay checks or *transactions*, or they will be handled according to the overdraft and insufficient funds *terms* of the BSA, or paid under one of our check overdraft services if applicable. This Provision reflects our practices in effect at the time the BSA was prepared. You agree we may change these practices at any time without prior notice to you to address data processing constraints, changes in law, regulation, clearing house rules or to *manage* the business of our Credit Union.

k. Insufficient Funds to Pay Checks and Other Items

If the available balance of funds in a checking account are not sufficient to pay a check or other item presented on the account, we may return it for insufficient funds, and charge you a fee for the dishonored check or item (as explained in Provision 9.). You understand we have no duty to notify you if there are insufficient funds to pay your check or other items drawn on an account: *this is a matter you must pay attention to and are responsible for*. If we pay a check or transfer that exceeds the available balance in an account, you agree to immediately repay us the amount of the paid check or transfer and any fee for that service, unless otherwise addressed by the BSA or other contract with you. If we pay a check or transfer that exceeds your available balance, it does not mean we will pay a check or transfer that overdraws an account in the future. If we charge an account you have with us for any obligation you owe, you understand the balance thereafter may be insufficient to pay a check or item drawn on the account, and we will rightfully refuse to pay the check or item for insufficient funds. If we return an item for insufficient funds, the payee (or the payee's institution) may re-present it. Each presentment against insufficient funds will result in a separate fee. Finally, if we are repeatedly presented with checks or items drawn on an account for insufficient funds, we may consider that account abuse and may terminate the account.

l. Payment of Checks & Items that Overdraw an Account

1) Account Transfer Overdraft Payment Services. To assist you when you want or need your checks and EFTs or other items paid, we may provide you with overdraft payment services. If you qualify for and we agree to provide these services, we will pay your checks or EFTs drawn against insufficient funds by transferring funds from another account to a checking account with us, and charge you a fee. Transfers from account(s) to a checking account are covered by the BSA and the "Electronic Funds Transfer Disclosure." You agree we may apply funds deposited to account(s) with us to your outstanding overdrafts and fees, regardless of the source of the deposit, including directly deposited government entitlements or benefits such as Social Security deposits.

2) General Overdraft Payment Services. If you have a checking account and are in good standing, you may use the privilege of our overdraft service which allows you to overdraft an account up to a set limit of $1,000. To be in good standing requires that you have a checking account for at least sixty (60) calendar days, be eighteen (18) years of age or older, and to have not caused us a loss. If you qualify, we may pay your overdrafts up to the amount stated above and charge you a fee. If you use this service, we will notify you of the amount paid and fee for each *transaction*, and you will have thirty (30) calendar days to reimburse us for paid checks, EFTs, and fees. For more information on the service, please contact us at 502-564-4475 or toll-free at 800-228-6420.

m. Your Lost or Stolen Checks: Notify Us Immediately!

If your checkbook, a box of checks or a check is lost or stolen, please contact us immediately at 502-564-4775 or toll-free at 800-228-6420. The sooner you contact us, the less liability you have for unauthorized checks drawn on the account, and the sooner we can provide new checks, a new account and new number as required. When you notify us that your checks are lost or stolen, we may require you to sign or authorize a notice (*as we allow*) so we can rightfully refuse to pay the check(s) if presented for payment. You further agree that for your and our protection we may terminate an existing account and provide you with a new account (and potentially a new number to replace your number) to avoid a loss to you or us. In fairness to our members, there may be a fee for all termination and replacement costs when you lose your checks. However, there will not be a fee when your checks are stolen. If you give, mail or send your check to your payee (such as a creditor) who informs you that your check is purportedly lost or stolen, please contact us immediately at 502-564-4775 or toll-free at 800-228-6420. When you notify us that your check to a payee is lost or stolen, for your and our protection you agree to sign or authorize a notice (*as we allow*) so we can rightfully refuse to pay the check if presented for payment.

n. Lost or Stolen Cashier's or Teller's Checks

If one of our cashier's or teller's checks in your possession is lost, stolen or destroyed, you (and your payee if applicable) agree to sign or authorize a notice (*as we allow*) so we may rightfully refuse to pay the check if presented for payment. We may require you (or your payee if applicable) to post a bond, furnish us with collateral or a security interest in collateral, or wait ninety-one (91) calendar days from the date of the check, to receive a replacement check or refund. If you do not receive one of our checks that was sent or mailed to you, you agree to sign or authorize a notice (*as we allow*) so we may rightfully refuse to pay the check if presented for payment. At our discretion, we may require you to post a bond or furnish us with collateral or a security interest in collateral, prior to obtaining a replacement check or refund for our check that you did not receive.

1) Delivery of Our Checks to You. When you request one of our cashier's or teller's checks and are unable to take possession of the check in-person, we may send the check to you by a secure delivery service. This service may include but is but not limited to using Federal Express or United Parcel Service, which require your signature and proof of receipt. We use this secure method to deliver our checks for your and our protection to assure only you receive the check, and to spare you from having to post a bond and/or furnish collateral. Since this service is for your convenience and protection, you may be responsible for the cost of this method of check delivery. If you authorize us to deliver the check to you by regular U.S. mail, you agree to all time delays and to repay all costs and losses if the check is lost or stolen.

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o. Your Checks & Family Members, Friends and Employees

If you report your check has been forged or altered, we will investigate the potential crime. If we determine your family member, friend or employee committed or assisted with the crime, we will investigate your use of ordinary care in the matter. If we determine you failed to use ordinary care (i.e., were negligent) in handling or managing the check (or your ID), you agree to take responsibility for recovering any loss for the check. You understand you, like each member of our Credit Union, are in the best position to both prevent and address the crime with your family member, friend or employee, rather than imposing the cost on the members of our Credit Union.

p. Right to Refuse Payment for Potential Risks

For your and our protection, we may refuse to pay any check or item we believe has a potential payment or fraud problem. Payment problems include, but are not limited to, insufficient funds, stop payment, closed account, illegible checks or checks or items written in a language other than English. Fraud problems include, but are not limited to, alterations and forgeries. You understand our non-payment or non-action under these circumstances is beneficial to you because it protects your funds and reduces the risk of loss and is therefore not wrongful. Alternatively, if we believe there is a fraud problem with your check and the presenter is the perpetrator of the fraud, you agree that for your and our protection we may retain the check to determine if it is fraudulent. You understand that our retention of the check protects you and us from incurring a loss on the account. You also agree that retaining the check is not wrongful because it may substantiate the commission of a crime, and its retention eliminates potential additional crimes. Following appropriate due diligence, if we determine the check is not fraudulent, we will either pay the check or offer to return it to the presenter. Finally, if we believe there is a fraud problem with your check and the presenter is not the perpetrator of the fraud, you agree that for your and our protection we may note the type of fraud on the face of the check before returning it to the presenter to alert branches and other institutions of the potential fraud problems with the check. Our action or inaction in these circumstances is purely at our discretion. You agree we are not required to take or refrain from taking any particular action on any of these matters.

7. Your Deposits to an Account with Us

Please see our "Summary of Our Service for Your Checks Offered for Deposit" for an overview of our check deposit services.

a. How You May Deposit Funds

You may make deposits to an account with us *by any method we allow*, including in-person, mail, phone, online, ATMs, night depository, wire transfer and EFT. You may deposit funds in the form of cash (U.S. dollars), check, wire transfer and EFTs as we offer.

b. Our Rights on Your Deposit

When we agree to take your deposits we are providing you a service by saving you the time and expense of having to go to the paying institution to receive your funds. In providing this service, we will credit the amount of the deposit to the account you have with us. However, depending on the type of deposit, we may hold some or all of the funds from the deposit. We may also refuse or return a deposit if we believe it is necessary to prevent you and us from incurring a loss. If we elect to hold the funds from your deposit the time period for the hold will depend on 1) the type of deposit (cash, check, wire, etc.), 2) the amount, 3) the account it goes into, 4) the source of funds, 5) our ability to verify persons, organizations and institutions issuing, negotiating and making payment, and 6) any other facts we consider important. In addition to this Provision, we encourage you to review the "Funds Availability Disclosure," which is part of the BSA and found at the end of this Part 2. You understand if we make funds available to you from a check you deposit (in cash or otherwise) we are only *providing you with credit,* and are not *cashing, promising or guaranteeing payment of the check you deposited*.

Please be aware any check you deposit that is drawn on another financial institution can come back to us for a number of reasons. For reference, we group these reasons into two categories: nonpayment reasons (such as, but not limited to, insufficient funds, stop payment, closed account) and fraud reasons (such as, but not limited to, alterations or forgeries). It may take as many as nine days (seven business days and two weekend days), and in some instances more, for your deposited check to be returned by the paying institution for a nonpayment reason. If there is a fraud problem with the check, the paying institution may make a claim against us (even after the check has been paid) and demand repayment for the amount of the check for several years after you deposit the check (the number of years varies by state). If your deposited check is returned unpaid or we are required to repay the amount of the check for any reason, you are responsible for the amount of the check and all related fees and costs. Accordingly, when we take your checks drawn on other institutions for deposit, to attempt to prevent losses for you and us, you agree we may hold the funds from the deposited check for a period of time. Also please see the "Funds Availability Disclosure" at the end of this Part 2.

If we have reasonable cause to doubt collectability of a check you offer for deposit (typically for a nonpayment or fraud reason), we may hold the funds from the check. If we hold the funds in a checking account, we will provide you with a notice of the status of your deposit and when the funds will be available. If we believe there may be a problem with a check, we may choose to not take the check for deposit unless you agree that we may place an extended hold on the funds of the check offered for deposit. The extended hold is for your and our protection to determine if the check will be paid or is not subject to a fraud claim. In such cases, if you do not want us to place an extended hold on the funds, please tell us before we have processed the check for payment and we will return the check to you so you may obtain payment elsewhere.

In some instances, we may require the check to be deposited into a savings account that has transactional limitations, with the funds held for an extended number of days. We may provide you with a notice of the status of your deposit and when the funds will be available. We may choose to not allow you to deposit the check unless you consent to an extended hold on the funds of the check. The extended hold is for your and our protection because it gives us time to attempt to determine if the check will be paid and is not subject to a fraud claim. If you do not want us to deposit the check to a savings account and place an extended hold on the funds, please tell us before we have processed the check for payment and we will return the check to you so you may obtain payment elsewhere.

On your request and consent, we may also send a check you offer for deposit for special collection. Special collection means that we will not deposit the check in an account, but rather send the check directly to the paying institution for payment (for which there may be a fee). You understand if we send the check for special collection, no funds will be deposited to an account you have with us until the paying institution agrees to pay the check. If we send the check for special collection it may take an extended (indeterminate) amount of time for the check to be finally paid. If you do not want us to send a check you offer for deposit for special collection, please tell us and we will return the check to you so you may obtain payment elsewhere.

Please be aware that we have no way to guarantee that any check you offer for deposit that is not drawn on our Credit Union will not be sent back to us for a nonpayment, fraud or other reason that requires us to repay the amount of the check. This is true even if we place a hold on funds from the check or send it for special collection. You understand if the check comes back to us and we are required to repay it, you are responsible for the amount of the check, and all related fees and costs. You also agree that before you deposit a check, you will tell us about any circumstances or information you are aware of that could indicate the check may not be paid, or may be fraudulent or issued in connection with an

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illegitimate, unlawful or fictitious *transaction* or enterprise. You understand, regardless of the facts, circumstances and information you disclose about the check, you are still completely responsible for the amount of the check and all fees and costs if it is dishonored, returned or a claim is made. Further, you understand that for your and our protection, prior to or after your deposit, should we believe there is a problem with the check you have offered for deposit, we may refuse to take the check and may return it to you so you may obtain payment elsewhere. Alternatively, if you request us to take a check for deposit and we believe there is a fraud problem with the check, for your and our protection you agree we may retain the check to determine if the check is fraudulent, and if so, the identity of the perpetrator of the fraud. You understand that our retention of the check protects you and us from incurring a loss on the check. You agree that in such cases, our retention of the check is not wrongful because the check may substantiate the commission of a crime, and our retention of the check avoids additional potential crimes. Following appropriate due diligence, if we determine the check is not fraudulent, we may take the check for deposit or return the check to you. Finally, if we believe there is a problem with a check and elect to return the check to you, you agree we may note the problem on the face of the check to alert branches and institutions of any potential fraud or nonpayment problem. You understand that if you do not want us to retain or make a notation on a check with a potential problem, you should not offer the check to us, because once the check is offered for deposit it has potentially involved us in a criminal or nonpayment and collection matter.

c. How to Endorse a Check You Wish to Deposit

When you wish to deposit a check payable to you in an account with us, please turn the check over and locate the designated place for your endorsement on the back of the check at one end (which may have pre-printed lines). We recommend you write the words "For Deposit Only," sign your name beneath those words, and write your number beneath your signature in the endorsement space. If there is no designated endorsement space (or lines) on the back of the check, please write "For Deposit Only," sign your name and write your number in the blank area no more than one and one-half (1½) inches from the top edge of the check. For all mobile check deposits, you must endorse the original paper check with your name and write: "FOR COMMONWEALTH CREDIT UNION MOBILE DEPOSIT ONLY" in the endorsement area. Please make sure the endorsement language, signature(s) and number go on the back of the check at the top edge, and are no more than one and one-half (1½) inches from the top edge of the check. Endorsing the check in any other way may risk the account not being credited for the amount of the check.

You agree we may ignore any other language or markings on the check, and you will be responsible for any loss that results from endorsements, language or markings inside or outside of your designated endorsement space. Also please use dark permanent ink (preferably black ink) for all endorsements, since you are responsible for any losses incurred for not meeting this requirement. Finally, you should use our deposit slips and envelopes when making your deposit. You understand you may not deposit 1) a substitute check without our consent, or 2) a substitute check or similar item you have created or for which no institution has made the substitute check warranties and indemnity. If you do so, you agree to indemnify us for all losses we incur in connection with the substitute check or item.

d. How to Write Your Check for Deposit with Us

If you want to write a check drawn on an account you have at another financial institution, and deposit it into an account with us (in order to receive money back for the deposited check), please complete the check as follows. Make the check payable to yourself as the payee, and then complete and sign the check. Turn the check over and write "For Deposit Only" on the top of the back of the check, sign your name below this language along with your number and offer the check to us for deposit. While your check will be treated as any other check offered for deposit that is drawn on another institution, should you have an immediate need for cash or credit, please let us know. We have a number of ways we may be able to assist you.

e. Authority to Negotiate Checks and Endorsements

We may take checks for deposit into any accounts you have with us, and recommend you endorse all checks you deposit. If we take a check for deposit without your endorsement, you agree that your liability for the check is the same as if you had endorsed it. If there are multiple representatives or transactors on the account, each representative or transactor may endorse and deposit checks for the business or organization. For identification and tracking purposes we may place your number on any check you offer for deposit. If you do not want your number on a check, please tell us and we may return the check to you to obtain payment elsewhere. For your and our protection, we may confirm the endorsement on any check you offer for deposit, and require you to carry out specific endorsement requirements for business, insurance or government checks.

If you wish to deposit any check payable to two or more persons, businesses or organizations (whether negotiable sequentially or together), we may require the check to be endorsed (or re-endorsed) in-person at our Credit Union by everyone required to endorse the check. However, we may choose to take such a check for deposit regardless of the number of endorsements on it (or whether those endorsements were made in-person at our Credit Union) if the check is deposited by you or a person you have authorized according to the BSA. For checks not made payable to you as the payee (or endorsee), we may require proof 1) of your authority to endorse a check on behalf of another person, business or organization, and 2) that any endorsement on a check prior to your endorsement is authentic and authorized. These measures are necessary so we can provide you with our check deposit services and for your and our protection. You agree to be responsible for legal advice we require regarding any matter concerning a check you offer for deposit (please see Provision 1.h.). Finally, if you send us a check for deposit (payable to you or us) and do not specifically tell us in writing what is to be done with the check (i.e., you do not explain the exact purpose or reason you are sending the check to us, such as for a loan payment), we may deposit the check to either a checking or savings account you have with us.

f. Your Options for Direct Deposit Services

We offer direct deposit services that allow you to preauthorize deposits to accounts with us or preauthorize transfers from accounts with us (such as regularly scheduled payments to creditors). You must initiate direct deposits by a method acceptable to the initiator of the deposit. You understand we may refuse and return any or all funds transfers for any lawful reason. Should we be required to reimburse the federal or state government or other initiator of a transfer for any payment directly deposited into an account you have with us, you agree we may deduct the reimbursed amount from the account, and may recover any amount you owe according to the *terms* of the BSA unless otherwise required by law. If you file for bankruptcy and do not cancel a direct deposit authorization to an account, you agree we should continue to apply your direct deposits according to the instructions previously given to us.

g. Deposits Made at a Night Depository

If you make deposits at a night depository, you agree to use any special container, bag or envelope we may require. You understand we access night depositories only once on each business day we are open. Containers, bags or envelopes placed into the night depository before we access it are processed that business day, whereas those placed after we access it are processed the next business day. Night depositories are opened and items placed in the depository are removed and logged in the presence of two (2) of our employees or associates. The contents of each container, bag and envelope is counted, and we issue a credit to the account on the deposit ticket accompanying the deposit for the amount, as indicated by our count.

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You agree we are a bailee of items placed in the night depository (i.e., we are simply in possession of the container, bag and envelope) until we have opened the containers, bags and envelopes, verified the contents, and credited the contents to an account you have with us or returned the container, bag or envelope and contents to you. You acknowledge that our count of any deposit placed into the night depository is the final determination of the contents of a container, bag or envelope placed in the depository. We will use reasonable efforts to notify you of any difference between the amount of a deposit we counted and that shown on a deposit ticket, though we will not be liable for any delay or failure of this notification. No deposit is considered to have been made until we have removed it and processed it as explained in this Provision, and a credit has been issued to the account you have with us. You agree you will be responsible for any damage to the night depository or delay in crediting deposits if you use a container or bag other than those we supply or you do not follow our instructions on the use of envelopes. You understand and agree the procedures explained in the BSA are commercially reasonable, and if we follow these procedures, we are not negligent in handling items placed into the night depository.

h. Taking Checks from You for Deposit is a Service

You understand that in handling checks, drafts, items, images or money you wish to deposit, we are providing you a valuable service. Not only are we saving you the time and expense of having to take checks or items to the institution they are drawn on and present them in-person for payment, we are also safeguarding and paying dividends/interest on your money. While we are pleased to provide you with this service when collecting the payment of your deposited checks or items, we act only as your agent, and assume no responsibility for the checks or items beyond using ordinary care as a depositary institution. We are also not responsible for any deposit sent by mail or made at an unstaffed facility (for example, an ATM not at a branch) until we actually receive the deposited item or money. We are not liable for the negligence or default of any correspondent institution or for loss in transit, and each correspondent will only be liable for its own negligence. You agree we may send any check offered for deposit for special collection, as explained in Provision 7.b. You further agree we have the right to charge an account you have with us for any check taken for deposit should it become lost in the collection process.

i. When Your Deposits Will be Credited to an Account

Deposits to an account with us will generally be credited on the business day of the deposit. Deposits made after end of business day or on a Saturday, Sunday or holiday, will be credited to the account on the next business day we are open (please see the "Funds Availability Disclosure" at the end of this Part 2). Deposits of checks made any time at ATMs are credited to the account on the business day on which they are deposited. Deposits made at unstaffed facilities other than ATMs will be credited to the account on the day funds are removed and processed by us. Deposits of coin or currency will not be finally credited until we have counted the deposit and confirmed the amount. If we are aware of a discrepancy between the amount on a deposit slip and the cash or checks we count, we will provide you with a notice of the discrepancy by mail or other method that is accessible to you. In rare instances, an actual discrepancy may not be detected. In such cases, the amount credited will be the final amount of your deposit unless you or we discover the discrepancy and are able to correct it without loss to the Credit Union. Credit to an account you have with us for funds deposited is conditional (provisional) until we are actually paid for the deposited items (i.e., when we receive final payment). Checks drawn on an institution or organization outside the U.S. may be handled on a special collection basis only (as explained in Provision 7.b.), to attempt to prevent a loss for you or us on the foreign check.

j. When We Do Not Take a Check for Deposit

For your and our protection, we may decline to take a check from you for deposit if we believe the check has a potential nonpayment, fraud or other problem. Nonpayment problems include, but are not limited to, insufficient funds, stop payment, closed account, illegibility or checks or items written in a language other than English. Fraud problems include, but are not limited to, potential alterations and forgeries. We may also decline a check that we have agreed is ineligible for deposit under this or any contract you have with us (typically for the type or amount of the check when deposited online or at an ATM). You understand that when we decline to take a check from you for deposit, we are providing you with an important service by sparing you from being obligated to us for the amount of the check and all related fees and costs if the check is dishonored and returned or a claim is made.

k. Erroneous or Fraudulent Deposits to an Account

If a deposit, payment or other credit (whether by check, cash, EFT, wire or otherwise) is made in error or by fraud to an account you have with us, we may debit the account for the amount of the erroneous or fraudulent deposit, payment or credit. We may do so without notice to you, regardless of when the original deposit, payment or credit took place. If you withdraw any or all of the funds erroneously or fraudulently deposited, paid or credited to an account or you, you agree you will reimburse us for the amount of the erroneous or fraudulent *transaction*, plus all dividends/interest paid on the erroneous or fraudulent amount, along with all fees and costs.

l. Your Responsibility for Unpaid Deposits and Claims

All deposits or other credits to an account (including checks, items, EFTs, ACH transfers, wire transfers, etc.) are subject to being paid (they are "provisional"). This means if we do not receive final payment on any deposit or credit, we will charge an account you have with us for the amount of the unpaid check or item and a return fee. Further, if we incur a fee or any cost to collect a check or item deposited by you, we may charge that fee or cost to the account you have with us. If the amount in the account is not sufficient to cover the unpaid check or item, and all related fees and costs, you are responsible for the difference.

After we have received final payment, we refer to these deposits as collected items. If any check or other item deposited to an account is returned to us for any reason, we have the right to charge the account you have with us for the amount of the check or item, plus any fee incurred. We may charge an account regardless of whether the amount of the check or item was available for your use or not. If any check or other item credited to an account you have is returned to us for any reason, you waive your right to any notice of non-payment or dishonor for the check or item. For your benefit and ours, you agree we may pursue payment of a dishonored check or other item at any time, including giving the financial institution the check or item is drawn on extra time beyond any midnight deadline limits.

Furthermore, if anyone makes a claim against us based on a check or other item credited to an account you have with us, we may charge the account for the amount of the check or item and all fees and costs even if you have already received final credit and withdrawn the funds. Such claims may include, but are not limited to, forged or missing endorsements, alterations or conversion. If the amount in the account is not sufficient to cover the claim on the check or item, and all fees and costs, you are responsible for the difference. Finally, even if we provide you with *immediate availability of funds* for your deposited check or other item, you are responsible for the amount of the check or item and all related fees and costs if we do not receive final payment or whenever a claim is made.

m. Your Deposit Returned as a Substitute Check

Any check drawn on another financial institution that you deposit in an account you have with us can come back to us for a nonpayment, fraud or other reason. When a check you deposited is sent back by another financial institution, under federal law that institution may send the check back to us as a "substitute check." A "substitute check" is a paper image of the front and back of the original check that satisfies certain legal requirements. The front of a

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substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." If the check you deposited is sent back to us as a substitute check, we will debit the account you have with us for the amount of the check and all fees and costs owed to us. If the account with us is not overdrawn, we will return the substitute check to you along with a notice that explains your rights when you receive a substitute check. Should you have any questions about checks being returned as substitute checks, please contact us during business hours and we will be happy to assist you.

n. Depositing Checks Through a Mobile or Online Service

We may offer an internet service that allows you to deposit checks to an account you have with us online. For your convenience, and in order to remind you to go online to start the service, we may note your request for this service on a form or enter it in *our records*. This internet service is governed by the contract you agree to online, the BSA, all other contracts, as applicable, and *our records* (please see Provision 7.c. for endorsement requirements for checks deposited by image). Should you have questions about this service, please contact us at your earliest convenience.

8. Your Dividends (or Interest) and Our Rates

The dividends/interest earned on account(s), the dividend/interest rates, balance requirements, annual percentage yields, compounding, crediting and *terms* are provided to you in the "Rate and Fee Disclosure" of the BSA. Some of this information is also in your periodic statement. To serve the best interests of the members of our Credit Union, we may change or add account dividend/interest rates and annual percentage yields from time to time as explained in that disclosure and this Part 2. You understand you may request and confirm the rate on any account or your information in *our records* (particularly for a term account), or request a copy of the disclosure, by contacting us during business hours. You may also review and confirm the rates on accounts on your periodic statement or through the use of internet services we offer. Further, you can access the "Rate and Fee Disclosure" of the BSA (along with this Part 2 and all our disclosures) on our website.

You may also confirm the rate on a loan by contacting us any time we are open for business.

9. Our Services, Related Fees & Costs

We charge you fees and the reimbursement of costs in two circumstances: 1) for products and services that we provide, or services you incur, or 2) as a result of another person's, organization's or your requests or claims for funds or information concerning you or the products and services you have with us. (Please see the definition of "Fee" in Provision 1.f.) The amount of each fee is provided or accessible to you in the "Rate and Fee Disclosure," and may be noted in your periodic statement. In general, there will be a fee to cover some of our employees' time and other costs of *managing* a product or service, *action* or *transaction*, or addressing any request or claim for information or funds. We charge fees so that each member is responsible for the cost of each product, service, *action*, *transaction*, request or claim applicable to that member, rather than imposing that cost on the members of our Credit Union. To serve the best interests of the members, you understand and agree we may change or add product and fees from time to time. We will notify you of changes and additions as explained in the BSA or as required by law. We would be pleased to show you a number of ways to reduce fees by maintaining sufficient funds to pay checks and EFTs, timely payments on obligations or through the use of the internet services we offer. For help with these cost-savings recommendations, please contact us any time we are open for business.

You may also confirm the amount and reason for a fee related to a loan by contacting us any time we are open for business.

10. Funds Held in Accounts with Us are Insured

We are committed to protecting our members' savings and deposits held with us. In addition to the strength provided by our capital, members' funds are insured at a minimum of $250,000 for each member by the National Credit Union Share Insurance Fund (NCUSIF). Select accounts are additionally insured for another $100,000 under the Excess Share Insurance (ESI) we provide you, for a total minimum of $350,000 in account insurance coverage. Please contact us for more details. Our employees are available to discuss your account insurance needs, and often can inform you about how to organize the accounts you have with us to maximize the available NCUSIF and ESI coverage. If you are interested in learning more about maximizing the account insurance coverage for your funds, please contact us at your earliest convenience.

11. Maintenance of Products and Services with Us

Because you are a valued member, we strive to provide you with excellent service when assisting you with the accounts, loans, products and services we maintain and *manage* for you. To assure you are aware of the advantages of membership and new product and service opportunities that may benefit you, you agree we may contact you by any method you have consented to as explained in the BSA. We maintain and *manage* the accounts, loans, products and services you have with us (and your *actions* and *transactions* on the same) to assure they are active, operational and beneficial to you, and to provide you with the best financial service possible. You, in turn, maintain products and services by using or retaining them with us. By maintaining the products and services you have with us and allowing us to maintain and *manage* them for you, you confirm your ongoing consent to the BSA, your other contracts, as applicable, and any changes and additions we make to them from time to time. Should you have any questions about the maintenance and *management* of our products and services, please contact us during business hours and we will be happy to assist you.

a. Safeguard all Information and Documents

You may request to review and access a copy of your information and *documents* in *our records* for products and services any time we are open for business. Please be aware that a copy of your information or *documents* may contain all your personal financial information, along with passwords, codes, PINs and other data to access the products and services with us. If you request a copy of your information or a *document*, you agree it is your responsibility to keep all information and *documents* confidential, in a secure location, and assure that no one else can access them. If any of your information, *documents*, checks or cards are lost or stolen, please contact us immediately to minimize your liability (please see Provisions 12. and 15.). In fairness to the members, if a copy of your information or a *document* you requested or your passwords, codes, PINs or other data, is/are lost or stolen, we will investigate your use of ordinary care in the matter. If we determine you failed to use ordinary care (i.e., were negligent) in handling or safeguarding a copy of your information or a *document* or any access information, and your negligence contributes to a loss from *actions* or *transactions*, you may be responsible for all losses, costs and fees that we incur as a result of the loss or theft.

b. Reviewing Products and Services with Us Online

We may offer an internet service that allows you to review and maintain the products and services you have with us online. For your convenience, and in order to remind you to go online to start the service, we may note your request for this internet service on a form or enter it in *our records*. You understand this service may be governed by the contract you agree to online, the BSA, all other contracts, as applicable, and *our records*. Should you have any questions about these services, please contact us at your earliest convenience.

c. Lack of Capacity and Undue Influence

If we believe you do not have the capacity to *take actions* or *conduct transactions*, or a person is exerting undue influence over you, we may act to prevent losses for you and us (though are not obligated to do so). Such measures include, but are not limited to, 1) declining to follow instructions, 2) suspending all methods to access the accounts and any loan or line of credit (or any other product or service) with us, 3) placing a hold on the funds in the

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accounts (as explained in Provision 19.b.) with us, 4) performing due diligence to determine if you have the capacity to *take actions* or *conduct transactions* or are a victim of undue influence over your affairs with us, and 5) notifying the appropriate authorities. Though we may undertake any of these activities, you agree we are not required to do so. You further agree we may continue the hold on the funds and decline all requests and the continue suspension of all methods to access the products and services you have with us, until we 1) determine that you can personally handle your own business and affairs and/or are not the victim of undue influence, or 2) receive lawful notice instructing us otherwise.

d. Computer System and Internet Service Disruptions

While we do our best to minimize disruptions to our internet services, website, phone system and any other component of our *computer system*, disruptions may occur on a planned and unplanned basis. We strive to restrict such disruptions to non-business hours, but are not always able to do so. In the event of planned disruptions (for upgrades and repairs), we may provide advanced notice and assist you when contacted during business hours. In the event of unplanned disruptions (caused by natural disasters or other emergencies or problems), we have taken every precaution to protect your information and funds, and will be working to restore our internet services, website or *computer system* to normal operations as soon as possible. We apologize in advance for any inconvenience a disruption causes you, and greatly appreciate your patience and understanding. Should you need assistance during a disruption, please contact us during business hours and we will do our best to assist you.

e. Proactive Steps for Data Security Incidents

While we take every precaution to protect the information in our *computer system*, in the event of a data security breach we (or our associate) may notify you about the specific matter and information involved, along with any instructions for you to minimize or eliminate potential problems. Please be assured we have taken every proactive measure to safeguard the information and funds you have with us. Should you have any questions about a data security incident, please contact us at your earliest convenience and we will be happy to assist you.

f. Please Help Us with Recommendations or Complaints!

We apologize in advance for any inconvenience or dissatisfaction we may cause you, and thank you for giving us the opportunity to address any recommendation or complaint. Excellent member service and your complete satisfaction with our accounts, loans, products and services is extremely important to us. Therefore, *we take all complaints very seriously*, and *greatly appreciate any recommendations to improve our service*. Please contact us during business hours and we will do our best to address your suggestion or problem immediately.

We thank you in advance for your time and valuable input, and will do our utmost to address all suggestions or concerns expediently and in a manner that serves the best interests of the members and you.

g. Suspension of an Action or Transaction

For your and our protection and/or to *manage* our business, you understand we may suspend (hold and delay) an *action* or *transaction on* an account, loan, product or service for any reason not prohibited by law, including but not limited to, 1) our methods are inoperative due to emergencies or problems, 2) the product or service has been terminated, 3) we are unable to contact you, 4) failure to provide required documentation, information or ID, 5) failure to use a required method or *document*, 6) exceeding a limit or an amount set by us, 7) failure to meet a minimum balance for thirty (30) days, 8) inactive or abandoned products or services, 9) deposited check funds are not available, 10) funds are collateral for an obligation, 11) overuse of *actions* on our products or services, 12) any lost or stolen check, card or access device, 13) a breach of or unauthorized access to a product or service, 14) business or compliance purposes, 15) to stop or prevent a loss, 16) potential lack of capacity or victim of undue influence, 17) failure to comply with any *term* of a contract, 18) funds held or offset per a security interest or lien, 19) account and/or funds held for a dispute or uncertainty, 20) unpaid check(s) or EFT(s) for insufficient funds or stop payment orders, 21) deposited item(s) charged back for nonpayment or a claim, 22) a garnishment, levy or similar legal claim or notice, 23) default on any obligation, 24) limited to a savings account and voting by mail, 25) ineligible for membership, 26) membership terminated, 27) notification of death, 28) the person for IRS reporting is removed or deceased, 29) causing us a loss, 30) not voluntarily repaying a loss, 31) anything unethical or unlawful concerning your business or organization, you or our business, 32) our belief that an *action* or *transaction* may be fraudulent, 33) any alteration, forgery or fraud concerning your business or organization, you or our business, 34) any falsification or misrepresentation concerning your business or organization, you or our business, 35) any alleged crime concerning your business or organization, you or our business, 36) abuse of or threats to anyone associated with us, or 37) any other reason we believe is appropriate to *manage* the business of our Credit Union.

12. Lost, Stolen or Breached Products & Services

If a check (or checks), debit card, ATM card, PIN, our check, any of your information or *documents* (we have provided or made accessible to you), is/are lost or stolen, or there is unauthorized access to any account or service, please call us immediately at 502-564-4775 or toll free at 800-228-6420. The sooner you contact us, the less liability you will have for unauthorized *actions* or *transactions*, and the sooner we can provide new accounts, products, services, checks, cards, PINs, internet services and numbers. Also, if a credit card is lost or stolen, please call us immediately at 502-564-4775 or toll free at 800-228-6420. In fairness to the members, we charge you a fee for terminating and starting new accounts, products, services and numbers (and replacing checks or cards) when you lose a check (or checks), ATM or debit card. However, we will not charge you a fee when checks, ATM or debit card are stolen. We may charge you a fee for terminating and starting a new internet service and related accounts, products and services. Additionally, in fairness to the members, if you notify us of unauthorized access, *actions* or *transactions on* an account, we will investigate your use of ordinary care in the matter. If we determine you failed to use ordinary care (i.e., were negligent) in handling or safeguarding the methods of access to the account, you agree to take responsibility for all losses, costs and fees that you or we incur. If we incur a loss or a crime or potential crime is committed concerning the products or services you have with us, you agree to cooperate with us and any person and organization with a business or law enforcement interest in the loss, crime or potential crime to assist in the enforcement of rights or the prosecution of the crime. To protect you and the members of our Credit Union, if we incur a loss or a crime or potential crime is committed against you or us pertaining to the products or services you have with us, on our request you agree to file a police report and assist with the prosecution of anyone associated with the crime or potential crime. Additionally, if we incur a loss or a crime or potential crime is committed against us or an associate pertaining to the products or services you have with us, we may file a police report. While we will always comply with all required applicable law in addressing a loss, purported loss, crime or potential crime, you understand and agree that your failure to fulfill the obligations of this Provision in specific, and the BSA in general, may result in the termination of products, services and membership with us after we have complied with all applicable law.

13. Membership, Product and Service Information

You understand the business or organization and any representative or transactor or other person you authorize may access information about the accounts, loans, products and services you have with us. You also understand any person you authorize may be able to see, access and release all information about all the accounts, loans,

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products or services you have with us, even if they have no interest in, or access to, such accounts, loans, products or services. You understand if this person is a representative or transactor you may remove this person or otherwise change or terminate the account, loan, product and service any time we are open for business and as *we allow*. For these reasons, you agree that all *actions* and *transactions on* accounts, loans, products and services with us by this person are authorized, even if they are not conducted for your benefit or according to your instructions. If you do not want another person to be able to see, access, use and release all information about the accounts, loans, products or services you have with us (or potentially *take actions* or *conduct transactions on* the accounts, loans, products or services), please let us know and we will explain your options to remove this person or change or terminate the accounts, loans, products or services. We may also be able to offer new or additional accounts, loans, products or services that only you may access (which may require the payment of a fee).

We may charge you a research fee to cover any employee time and other costs involved in addressing your request, or another person's or organization's lawful claim, for information concerning the accounts, loans, products or services you have with us. To save you time, money and avoid or reduce research fees, we encourage you to ask us about and use the internet services we offer that enable you to access your information.

We will not release your information to any person or organization without your consent unless the person or organization provides us with a valid subpoena, summons, search warrant, court order or other required documentation, or the disclosure of your information is otherwise permissible under applicable law. We may charge you a fee for our time spent researching the information. Again, we require this fee so that each member is responsible for the time and expense we incur for any research caused by a third-party's (non-Credit Union) demand for member information, rather than imposing those costs on the members of our Credit Union. You also agree that you will be charged a research fee when addressing any claim you make concerning an *action* or *transaction on* accounts, products or services that is determined to be authorized. We charge this fee so that each member is responsible for the time and expense we incur addressing an authorized *action* or *transaction* involving that specific member, rather than imposing those costs on the members of our Credit Union. You agree to be responsible for legal advice we require to assist with or that results from any matter concerning a claim for information involving you (please see Provision 1.h.). Finally, you agree if you are ever obligated to repay us for any fees, costs, losses or liability in connection with any product or service you have or had with us, we may share your information with any associate (including but not limited to credit reporting services, collection agencies or attorneys) assisting us with the collection of your obligation, whether or not you are still a member of our Credit Union.

a. Our Records Govern Account Features

Depending on the accounts selected, we may provide or make accessible to you a number of *documents* (i.e., periodic statements, information returns, maturity notices, etc.) that contain account information. You may also be able to access information about the account(s) you have with us through an internet service we offer. You understand that for confidentiality purposes and data processing constraints, *documents* and internet services may not include all the information about and do not control the accounts, products and services you have with us. You agree only the most recent service form we use (and if applicable previous forms) and/or *our records*, control the number of representatives (transactors, if any) the accounts, products and services with us. To confirm the specific *terms* of any account, product or service with us, please contact us or request a copy of your information or a *document* in *our records* any time we are open for business.

14. Notice by Us to You and Notice by You to Us

To benefit our members, we may change and add to the *terms* of the BSA, which is accessible to you anytime on request and on our website. We will also notify you of any changes or additions to *terms*, rates and fees that affect our accounts, products and services as required by law. Written notice we provide to you is effective when sent to you at the address or contact information in *our records* or made accessible through an internet service we offer. You understand we may rely on the information you provide to us in *our records*, for all *actions* and *transactions on* the accounts, loans, products or services you have with us. It is your responsibility to notify us of any changes to this information, and if we accept them, those changes are part of the BSA. You agree we may communicate with and contact you at all addresses, phone numbers and email addresses you provide in *our records*. You further agree we may contact you by any of these methods to assure you are aware of the privileges and advantages of new product and service opportunities that may benefit you. If we are unable to locate or contact you, we may suspend (or terminate) products and services and/or charge you a fee for our attempt to locate you. For accounts, products and services with multiple representatives, you agree that notice to one representative is notice to all representatives and the business or organization.

Should you have questions about any matter we have notified you of regarding accounts, loans, products or services, please contact us at your earliest convenience. You may communicate with us about matters pertaining to accounts, loans, products, services, *actions*, *transactions* or any other matter *by any method we allow*. To provide excellent service and assure we know the key persons to contact about any matter concerning your products and services, you agree to notify us if the beneficial owner(s) or control person of the business has changed. We may require you to notify us about any matter in writing or to confirm the matter in writing. Any written notice from you is effective only when actually received and confirmed by us in writing at P.O. Box 978, Frankfort, KY 40602-0978. You agree your failure to notify us in writing about any matter on our request may have the same effect as if no notice was provided by you about the matter. You also understand that any messages, instructions or recordings (including text messages and emails) you leave with us are not effective unless we agree to them in writing or note that we agree to them in *our records*. You agree it is your sole responsibility (and not our responsibility) to confirm any messages, instructions or recordings you leave with us in-person or by phone during business hours. Should you have questions about any matter you have communicated with us (or attempted to communicate with us), please contact us during business hours and we will be happy to assist you.

15. Periodic Statements: Receipt/Access & Review

a. Purpose, Receipt of or Access to & Copies of Checks

We will provide or make accessible to you a periodic statement that shows the *transactions* and may also show *actions on* the accounts, products and services you have with us during the statement period. For accounts, products and services with multiple representatives, you agree that one statement mailed to the address in *our records* or otherwise made accessible as requested, is sufficient for all representatives and the business or organization. To minimize unnecessary losses, please review your statements and the accounts, products and services often, as well as your information that can be reviewed instantly online as we offer. You can learn more about our internet services by going to our website or by contacting us during business hours.

If you do not receive or cannot access your periodic statement, you agree to notify us within fourteen (14) calendar days of the time you regularly receive or can access your statement. This notification will assist you and us in avoiding and reducing losses on the accounts, products and services you have with us. You further agree your statement is correct for all purposes and we have no liability to you for any *action* or *transaction on* the accounts, loans,

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products or services unless you notify us within the stated time periods for unauthorized *transactions*, *actions*, errors or irregularities, as explained in the BSA or other contracts, as applicable. Your statement may also provide you with an opportunity to review all rates paid on accounts, payments made on loans and any fees incurred during the period. When a check drawn on an account with us is paid, you understand we own the original check. We will make a copy of the check accessible to you on request for which we may charge you a fee. You understand that both your statements and copies of checks are accessible to you on the date the statement is mailed to you or when they are accessible to you online as you have requested. If you request an original or sufficient copy of a check, you agree we may provide you with a substitute check or an *electronically managed* copy of the original check.

b. Your Responsibility to Look for Errors and Fraud

You are responsible for looking at every statement and notifying us of all unauthorized *actions* and *transactions on* accounts, products and services with us (particularly withdrawals) and any fraud, errors, inconsistencies or irregularities as soon as possible. We may require you to confirm your notification in writing (or as *we allow*) and assist us in addressing the *action*, *transaction*, fraud, error or problem. You are responsible for any altered, forged or unauthorized check drawn on an account you have with us if: 1) you do not notify us within thirty (30) calendar days of the mailing or accessibility of the statement identifying the matter, or 2) someone could not reasonably detect the fraud (such as the unauthorized use of facsimile signatures). You assume this liability because you, as the drawer of your checks, are in the best position to prevent and detect any altered, forged or unauthorized check drawn on the account. You can determine an unauthorized amount, because the amount of the check on your paper and *electronic* statement does not match the amount of the check you recorded in your check register or payment records. Similarly, you can identify forged drawer's signatures on checks, counterfeit checks and unauthorized remotely-created checks, because there may be a check number on your paper and *electronic* statement for a check you did not write. Only you will know the checks you authorized as well as the amount you authorized, and can compare the information provided on your paper and *electronic* statement with your register or records. You agree that our retention of your checks does not affect your responsibility to look at your paper and *electronic* statements and notify us of any and all unauthorized *actions*, *transactions*, fraud, errors or irregularities within the stated time limits explained in the BSA, other contracts, as applicable, or as required by law. You agree our retention of your checks does not affect your responsibility to look at your statements and notify us of any and all unauthorized or erroneous *actions*, *transactions* (including cash transactions), fraud, errors or irregularities within the stated time limits explained in the BSA, other contracts, as applicable, or as required by law.

c. Actions and Transactions that Appear or are Removed

On your request, we may agree to allow you to *take actions* and *conduct transactions on* products and services with the assistance of our employees or the use of our *computer system* (please see Provision 1.g.1)). Depending on the *action* or *transaction*, you understand that some information pertaining to your request may appear on or be removed from your periodic statement (or the internet services we offer) and some may not. You understand and agree if the information pertaining to the requested *action* or *transaction* appears on or has been removed from your periodic statement (or an internet service we offer), it provides you with notice of and another method to confirm the *action taken* or *transaction*. Should you need to confirm the information pertaining to your request in *our records*, you may contact us any time we are open for business.

d. Electronic Periodic Statements Accessible Online

We may offer an internet service that allows you to access *electronic* periodic statements (a.k.a., e-statements) online. For your convenience, and in order to remind you to go online to start the service, we may note your request for this service on a form or enter it in *our records*. This internet service may be governed by the contract you agree to online, the BSA, all other contracts, as applicable, and *our records*. Should you have any questions about this service, please contact us at your earliest convenience.

16. Exceptions to the Business Service Agreement

We may, at our discretion, and for any reason not prohibited by law, make exceptions to or waive any of the *terms* of the BSA to serve the best interests of our Credit Union. If we make an exception to the BSA, you understand it does not affect our right to rely on or apply any of the *terms* of the BSA in the future. You further understand and agree we may decline to make an exception to the *terms* of the BSA based on any reason not prohibited by law.

17. Changes and Additions to Products & Services

You may *take action* to change any information or matter pertaining to a person, account, product or service as *we allow*. Changes include, but are not limited to, updating addresses, phone numbers and email addresses, revising passwords, codes and PINs, adding or terminating overdraft services or internet services, adding or removing transactors, and adding or removing a representative (please see the definition of "Fee" in Provision 1.f.). You may also simultaneously terminate an account, product or service along with any change to an account, product or service, which may be reflected as a "change" in *our records*. As addressed later in this Provision, you may also *take action* to add a new account, product or service with us as we offer *by any method we allow* (please see the definition of "Addition" in Provision 1.f.).

Where there are multiple representatives on the accounts, products and services, any representative acting alone may take *action* to make any changes or additions to an account, product or service, including the addition or removal of a representative or transactor. When any person is removed from an account, product or service it is your responsibility to change (or request our help in changing) any password, code, PIN or other security identifying number for all the accounts, loans, products or services you have with us, to prevent the person removed from *taking actions* or *conducting transactions on* the products or services. You agree that until you make such a change (or request our help in making such a change) all *actions* or *transactions on* the accounts, loans, products or services conducted by this person with the password, code, PIN or other security identifying number are authorized. By maintaining the accounts, products and services with multiple representatives, you consent to any changes or additions to (along with any other *actions* or *transactions on*) the accounts, products and services by any representative. Prior to honoring your request to make a change to an account, loan, product or service we may require you to provide us with your ID and confirm your SSN and other confidential information (as explained in Provision 3.). When you request us, or we require you, to *take action* to make a change to an account, product or service, we may require you to sign or authorize a service form to *manage* the changed account, product or service. We may note the change by placing a "C" (for changed) in a box on the form. Alternatively, on your request we may agree to *manage* any changes to products and services with the assistance of our employees or the use of our *computer system* (please see Provision 1.g.1)). You understand and agree that all ID, photographs, images, film, voice and image recordings, fingerprints and other biometrics obtained when you make any change to a product or service are *managed* by us as explained in Provision 3.b. You understand we may charge you a fee for multiple changes to accounts, products or services in a calendar year. If the person whose SSN is used for IRS reporting purposes on accounts, products and services with multiple representatives is removed or is deceased, we may at our discretion permit you to keep the account open. You may request or we may allow you to continue to use the account and your number by completing a new service form or by entering the information in *our records* as *we allow*.

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To start a new additional account, loan, product or service we may require you to provide us with your ID and confirm your SSN and other confidential information (as explained in Provision 3.). We (or you) may also complete a service form, *document* or enter the information in our *computer system* to start the requested new additional account, loan, product and service. Once you have reviewed your information you will consent to the *terms* of the BSA (and any other contract) and to the account, loan, product or service added (please see Provision 17.a. to see the matters we address for additions of new products and/or services). We may require you to sign or authorize a service form to *manage* the new product or service. We may note the addition by placing an "A" (for added) in a box on the form. You may also simultaneously terminate an account, product or service along with an addition of a new account, product or service, which may be reflected as an "addition" in *our records*. If you wish to start new accounts, products or services under a different number (or *as we allow*), we may require you to sign or authorize a service form to *manage* the new product or service. We may note the original use of the form by placing an "O" (for original) in a box on the form. Alternatively, on your request we may agree to start, obtain your consent, add and *manage* the new products and services with the assistance of our employees or the use of our *computer system* (please see Provision 1.g.1)). You understand and agree that all ID, photographs, images, film, voice and image recordings, fingerprints and other biometrics obtained when you add a new product or service are *managed* by us as explained in Provision 3.b. You agree we may review your account, employment and credit history to confirm your eligibility for any new additional account, loan, product or service. We may also require additional information from you to serve any currency needs for the new accounts, loans, products and services you have requested. You understand we may charge you a fee for multiple additions to accounts, products or services in a calendar year. You agree for purposes of accuracy, we may subsequently verify and correct, complete or update your information concerning any changes or additions in *our records*. You also agree to notify us if the beneficial owner(s) or control person of the business has changed to assure we know the key persons to contact concerning any requested change to or addition of a product or service on behalf of the business. To protect all information, reduce costs and for the convenience of the members, you agree we may *electronically manage* (e.g., image or otherwise enter in our *computer system*) all changes and additions that pertain to the accounts, loans, products or services you have requested. For these same reasons, you understand and agree once we have *electronically managed* any paper *document* along with your information addressing the change or addition, we may also destroy the paper *document* and the information unless otherwise required by law. You agree that along with all paper *documents* and any information, all *electronically managed documents* and your information addressing the change or addition in *our records* are binding on you and us. You understand you may request to review or receive a copy of the information or a *document* pertaining to a change or addition in *our records* during business hours or *by any method we allow*. You agree that for all changes and additions, we may rely exclusively on the BSA, other contracts, as applicable, *our records* and any changes and additions we make to these contracts from time to time. Further, you understand any changes or additions you make to the account, loan, product or service are governed by the BSA, other contracts, as applicable, *our records* and any changes and additions we make to them from time to time.

For the benefit of our members and our Credit Union, you understand and agree we may make changes and additions to our products and services as well as changes and additions to the terms of the BSA at any time. We will notify you of changes and additions we make to our products, services, the BSA and other contracts, as applicable, as required by law. You understand and agree you are bound by these changes and additions, and may access the current version of this Part 2 and all disclosures by contacting us during business hours, and visiting our website. If you do not want to be obligated to any change or addition we make to our products, services, the BSA and other contracts, as applicable, you may always terminate the products, services and/or membership you have with us any time we are open for business as explained in the BSA and other contracts, as applicable.

a. Matters We Address to Start a New Product and Service

When you start a new additional account, loan, product or service we: 1) may require additional documentation and information that validates the business's or organization's request and the authority of any person making the request, 2) may obtain relevant account, employment and credit reports, as needed, 3) review important information about the new account, loan, product or service with you, 4) enter the information about you and the product(s) and/or service(s) in a form or our *computer system* and review that information with you, 5) offer you a paper Part 2 of the BSA (or offer to mail it to you), email you the Part 2 of the BSA (if we have an address on file), and make the Part 2 of the BSA accessible to you on our website or in an internet service we offer, 6) run all required verifications and reviews, and address all applicable compliance requirements, 7) have you consent to the new account, loan, product, service and the BSA *as we allow*, 8) start the new additional account, loan, product or service you have requested, and 9) ask you (or advise you to ask) if you have any questions and encourage you to contact us during business hours about any matter pertaining to the new additional products or services. Finally, we will remind you that you may always access a current Part 2 of the BSA and disclosures on our website, and contact us about the information or *documents* in *our records* any time we are open for business.

b. Changes and Additions to Products and Services Online

We may offer an internet service that allows you to *take action* to change a product or service, or add a new product or service, you have with us online. For your convenience, and in order to remind you to go online to start the service, we may note your request for this internet service on a form or enter it in *our records*. This internet service may be governed by a contract you agree to online, the BSA, all other contracts, as applicable, and *our records*. Should you have questions about this service, please contact us at your earliest convenience.

c. Changes and Additions to Products and Services by Mail

On your request and for your convenience, we may at our sole discretion mail *documents* with your information to you to make changes or additions to products and services. We do not advise mailing your confidential information since it exposes you to numerous problems (ID theft, fraudulent *transactions*, etc.). We recommend you come to our Credit Union at your convenience (or use an internet service we offer) to make changes or additions to products and services. In fairness to the members, if you request us to mail your information you agree to take responsibility for all losses, costs and fees that you or we incur as a result of the theft and unauthorized use of your information. Please contact us during business hours for any questions about changes or additions by mail.

d. Denial of Additional Products or Services

For your and our protection and/or to *manage* our business, you understand we may deny a requested new additional product or service for any reason not prohibited by law, including but not limited to, 1) our methods are inoperative due to emergencies or problems, 2) the product or service has been terminated, 3) we are unable to contact you, 4) failure to provide required documentation, information or ID, 5) exceeding a limit or an amount set by us, 6) failure to meet a minimum balance for thirty (30) days, 7) inactive or abandoned products or services, 8) any lost or stolen check, card or access device, 9) a breach of or unauthorized access to a product or service, 10) overuse of *actions* on our products or services, 11) information from a third-party report,12) business or compliance purposes,13) to stop or prevent a loss,14) potential

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lack of capacity or victim of undue influence, 15) failure to comply with any *term* of a contract, 16) funds held or offset per a security interest or lien, 17) account and/or funds held for a dispute or uncertainty, 18) unpaid check(s) or EFT(s) for insufficient funds or stop payment orders, 19) deposited item(s) charged back for non-payment or a claim, 20) a garnishment, levy or similar legal claim or notice, 21) default on any obligation, 22) chronic dissatisfaction with us, 23) disparaging our reputation, 24) limited to a savings account and voting by mail, 25) ineligible for membership, 26) membership terminated, 27) notification of death, 28) the person for IRS reporting is removed or deceased, 29) causing us a loss, 30) not voluntarily repaying a loss, 31) anything unethical or unlawful concerning your business or organization, you or our business, 32) our belief that an *action* or *transaction* may be fraudulent, 33) any alteration, forgery or fraud concerning your business or organization, you or our business, 34) any falsification or misrepresentation concerning your business or organization, you or our business, 35) any alleged crime concerning your business or organization, you or our business, 36) abuse of or threats to anyone associated with us, or 37) any other reason we believe is appropriate to *manage* the business of our Credit Union.

18. Lien and Security Interest in Funds

To protect all our members' funds, the law provides us with a lien on the funds in the account(s) you have with us under federal or state law, as applicable. This means we have a right to retain the funds in the account(s) you have with us to pay any debt or obligation owed to us by you or another responsible person or organization. Additionally, to protect all members' funds, you grant us a contractual security interest in the funds in the account(s), checks and EFTs you have an interest in, which also secures any amount you owe us for any reason. Our lien rights, contractual security interest and any right of set off apply no matter the source of funds in the account, check or EFT, including directly deposited government entitlements or benefits, such as Social Security deposits. However, they do not apply to any retirement accounts.

At our discretion, we may at any time apply the funds from an account, check or EFT you have any interest in to pay off your obligations to us without notice to you. You agree if you owe us money and either you or we have terminated an account, we may re-start the account to collect or obtain money owed to us, and may subsequently terminate the account again. You understand and agree if you owe us money, our lien rights and security interest also apply to any funds, check or item you deposit to any other account with us. You also agree that if you (or anyone you allow to use the accounts, products or services with us) owe us money and we are uncertain whether our lien rights, security interest or right of set off apply to the funds, we may hold and not release the funds as explained in Provision 19.b. If we decide not to enforce our lien or contractual security interest at any time, our non-action is not a waiver of our right to enforce our lien or security interest at a later time. You agree that a security interest granted by or on behalf of the business or organization on its account(s) with us will continue to secure that business's or organization's obligation to us until that obligation is completely satisfied.

19. Third-Party Actions and Uncertainty about Funds

a. Third-Party Legal Actions or Matters Concerning You

If a person or organization notifies us of a legal action or other matter concerning you or the accounts, products and services you have with us, we may provide information and pay funds from an account in response to that legal action or matter. Alternatively, we may withhold information and hold funds in an account until the legal action or matter is resolved or we have completed any necessary due diligence. Examples of such actions and matters include, but are not limited to, a levy, garnishment, attachment, claim, subpoena, summons, court order, litigation, prosecution, investigation or other dispute. All legal actions or matters are subject to our lien rights and contractual security interest in the funds in an account (please see Provision 18.). You understand and agree we may charge you a research fee for any time spent by our employees (or associates) addressing any legal action or matter concerning you or the accounts, products and services you have with us. We charge this fee so that each member is responsible for the time and expense we incur addressing a third-party's (non-Credit Union) legal action or matter pertaining to you, rather than imposing those costs on the members of our Credit Union. You also agree to be responsible for legal advice we require in connection with any third-party's (non-Credit Union) legal action, matter or dispute involving you or the accounts, products and services you have with us (please see Provision 1.h.).

b. Disputes or Uncertainty about Accounts and Funds

If there is a dispute over, or we are uncertain who is authorized to access an account, the funds in an account or funds in our possession, you agree we may hold the funds, and suspend all *actions* and *transactions on* the account(s), products and services. The hold on the funds and suspension on the account, products and services will continue until either 1) all persons and organizations affected by the dispute or uncertainty agree in writing regarding what should be done with the account(s), products, services and/or funds, or 2) we receive appropriate notice or direction from a court or other legal authority instructing us on what to do with the account(s), products, services and/or funds. Examples of uncertainty include, but are not limited to, 1) conflicting, illegible or missing information and/or *documents* in *our records*, 2) competing claims to the account(s), products, services and/or funds, 3) our need to complete due diligence on any claim made to the account(s), products, services and/or funds, 4) a person's potential lack of capacity or victim of undue influence (e.g., elder abuse), or 5) the applicability of lien rights or security interests. During the hold period, we will continue to pay dividends/interest on the funds held in an account as explained in the "Rate and Fee Disclosure." You understand a suspension of access to the account(s), products and services, and/or hold on funds, is beneficial to you and us to assure only an authorized person or organization may access the account(s), products, services or funds. You agree to be responsible for the cost of legal advice we require in connection with any matter concerning a dispute or uncertainty involving the account(s), products, services or funds with us or you (please see Provision 1.h.). Alternatively, in the event of a dispute or uncertainty over who is authorized to access the account(s), products, services or funds, at our discretion we may deposit the funds with a court and ask the court to resolve the dispute or uncertainty over who is authorized to access the funds. In such instances, we may deduct our attorney fees and court costs from the funds to be deposited with the court. If we deposit the funds with a court, you agree the account(s), products and services may be terminated and all persons and organizations will need to claim the funds by contacting the court.

20. Your Obligations to Us

If we incur any fees, charges, costs, interest, losses, liability or obligation (including reasonable attorney fees) in connection with an account, loan, product or service we have provided you, or as a result of any *action*, *transaction*, error, dispute, uncertainty, membership or other matter concerning any obligated person or you, you agree you are jointly and individually liable to us. This means you are responsible for the full repayment of any fees, charges, costs, interest, losses, liability or obligation (including reasonable attorney fees), whether you are a member or not. If another person, business or organization is also responsible, we may attempt to collect from that person, business or organization, but we have no obligation to do so. You understand if you owe us money and use another person's, business's or organization's account at our Credit Union for a *transaction* and deposit your funds or a check in that account, funds from the deposit or check are also subject to our lien rights, security interest and your obligations and may be claimed by us. You agree we may contact you about any fees, charges, costs, interest, losses, liability or obligation (including reasonable attorney fees) you owe to us at all addresses, phone

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numbers and email addresses you have shared with us by any method of communication you have agreed to. You understand since membership is a privilege, if you cause us a loss (even if discharged in bankruptcy), we may request you to voluntarily repay that loss to retain the privilege of membership, accounts, products and services, or to be eligible for additional new products and services. Your failure to voluntarily repay a loss may result in denial or termination of existing accounts, products and services and expulsion from membership. You also agree that if you are ever obligated to us for anything, we may share your information with any associate (such as collection agencies or attorneys) assisting us with the collection of your obligation, whether or not you are still a member of our Credit Union. You understand we may report any delinquent obligations you owe to us to account and credit reporting agencies. In some circumstances, federal law requires us to report a cancellation of indebtedness to the IRS even if we still retain the right to collect that debt. If we are required to report a cancellation of a debt to the IRS, we retain the right to collect that debt from you unless we have reached a settlement with you or we are barred by law from collecting the debt.

We may deduct any fees, charges, costs, interest, losses, liability or obligation (including reasonable attorney fees) from the account(s) you have with us without notice to you, regardless of the source of those funds according to our lien rights and contractual security interest (please see Provision 18.). You agree if you owe us money and either you or we have terminated an account, we may re-start an account to receive a deposit or credit, collect the money owed to us, and then terminate the account again. You also agree to pay any other reasonable fees, charges, costs, interest, losses, liability or obligation (including reasonable attorney fees) we may incur in providing you with accounts, loans, products, services, membership and *action*s or *transaction*s *on* the same, regardless of whether they are specifically covered by the BSA or other contract with us. Additionally, you understand that in the event of your death, if you owe us money for any reason, funds held in the accounts you have with us (or otherwise) may be used to repay your obligations to us before any funds are released to any other person or organization.

If either you or we commence legal proceedings to enforce or interpret any of the *terms* of the BSA, you and we agree the successful party is entitled to payment by the losing party for any reasonable attorney fees and costs, including those incurred on any appeal, bankruptcy proceeding and post-judgment action, unless otherwise limited or prohibited. You agree to indemnify, defend us against, and hold us harmless from any loss, damage, claim, liability or legal action (including reasonable attorney fees) arising from or related to membership, accounts, loans, products and services and your *actions* and *transactions on* the same. If any account is overdrawn, any loan is past due, or you are otherwise in default under any contract you have with us, we may suspend your ability to conduct *actions or transactions* on any or all accounts, products and services, until the default is cured.

a. Full Payment Checks for Loans and Obligations

If you are making a payment on a loan or other obligation you owe to us, please direct that payment as explained in the loan agreement or as we otherwise instruct. If you write, endorse or negotiate a check or any item to us that has a "full payment" legend or memo (such as "Paid in Full") or other language intended to indicate full satisfaction of any outstanding obligation, you must mail or deliver the check or other item to the attention of our CEO at the office or branch where she or he works. Otherwise, any payment you make is accepted with full reservation of our rights to recover any and all outstanding obligations or indebtedness you owe us.

21. Our Responsibility for Errors

If we are responsible for an erroneous *action* or *transaction*, we may be liable to you for losses up to the amount of the *action* or *transaction* unless otherwise required by law. We will not be liable for losses arising from: 1) insufficient funds to complete a *transaction*, 2) your negligence or the negligence of others, 3) your failure to follow any time limits, deadlines or amount limits as explained in the BSA, your other contracts and loans with us, as applicable, 4) circumstances beyond our control that prevent the performance of an *action* or *transaction* (such as natural disasters or other emergencies or problems), 5) occasions where you or we have entered information about an account, loan, product, service, *action*, *transaction* or you in *our records* on your request that you could have reviewed, changed, corrected and/or terminated but failed to do so, or 6) any losses caused by your failure to follow any *term* of the BSA, your other contracts or loans with us, as applicable. Our conduct in *managing* all products, services, *actions* and *transactions* will constitute the use of ordinary care if such conduct is consistent with applicable law, Federal Reserve regulations and operating circulars, clearing house rules and general banking practices followed in the area in which we service the accounts with us. If we ever disburse an amount of funds greater than you request or order to any person or organization you know (e.g., relative, friend, employee, business associate, creditor, etc.), you agree to assist us in recovering our funds, including participation in collection, litigation and prosecution. Finally, if you report that an *action* or *transaction on* an account, loan, product or service is erroneous or unauthorized, and we determine the *action* or *transaction* was taken, conducted and/or assisted by your family member, friend or employee (which is potentially a crime), we will investigate your use of ordinary care concerning the *action* or *transaction*. If we determine you failed to use ordinary care (i.e., were negligent) concerning the *action* or *transaction on* the account, loan, product or service, you agree to take responsibility for recovering any loss. You understand you are in the best position to address the loss and potential crime with your family member, friend or employee, rather than imposing the cost on the members of our Credit Union.

22. Inactive Accounts and Unclaimed Property

a. Accounts Determined Inactive

If the amount of funds in an account falls below the minimum balance required by the "Rate and Fee Disclosure" of the BSA, and you are not using specific products or services, we may consider an account inactive. If an account you have with us is inactive, we may charge you an inactivity fee (and may charge you a fee to notify you of any inactivity). We charge fees on inactive accounts because of the cost incurred by the members in *managing* accounts not being used by a member (who is also not using products or services that would otherwise justify this cost). We will discontinue the fees once you meet the balance or product or service use requirements. We may also terminate an inactive account and deposit the funds in another account, mail a check to you at an address in *our records*, or if allowed remit the funds to a state as unclaimed property.

b. Funds & Checks Presumed Unclaimed Property

If there is no activity on an account, such as deposits and withdrawals, and we are unable to contact you for a set period of time, state law considers the funds in the account "abandoned" and requires or allows us to send the funds to the state as unclaimed property. Once we have sent the funds to the state, the account will be terminated and you will need to reclaim the funds by contacting the appropriate state agency. Similarly, if our cashier's or teller's checks are outstanding and unpaid for a specified period of time, state law also considers them "abandoned," requiring or allowing us to send the funds to the state as unclaimed property. If anyone presents our check after the funds have been sent to the state as unclaimed property, she or he will need to seek payment by contacting the appropriate state agency.

23. Termination of Products and Services

Any representative (whether on the accounts, products and services individually or with multiple representatives) may terminate the accounts, products and services with us acting alone *by any method we allow*. When you request us, or we require you, to terminate an account, product or service, we may require you to sign or authorize a service form to *manage* the termination. We may

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note the termination by placing a "T" (for terminate) in a box on the form. Alternatively, on your request we may agree to *manage* the termination of products and services with the assistance of our employees or the use of our *computer system* (please see Provision 1.g.1)). You understand and agree that all ID, photographs, images, film, voice and image recordings, fingerprints and other biometrics obtained when you terminate any product or service are *managed* by us as explained in Provision 3.b.

You agree that you (and not us) are responsible for any *actions* or *transactions on* an account, loan, product or service until the account, loan, product or service is terminated. You also agree that if we pay any check or transfer on an account you have with us after the account is terminated, you will reimburse us for the amount of the check or transfer, including any fees and costs. If you ask us to change an existing account, product or service, you agree we may require you to terminate and start a new account, product, service and number *as we allow*. To cover our employee's time and costs, we may charge you a fee for multiple terminations and new accounts, products or services (a.k.a. multiple *actions*) in a calendar year.

We may terminate accounts, products, services or your number with us at any time and, without notice for any reason allowed by law, including but not limited to, 1) the product or service has been discontinued, 2) a request to change a product or service, 3) we are unable to contact you, 4) failure to provide required documentation, information or ID, 5) failure to meet a minimum balance for thirty (30) days, 6) exceeding a limit or an amount set by us, 7) inactive or abandoned products or services, 8) failure to use products or services to justify membership, 9) any lost or stolen check, card or access device, 10) a breach of or unauthorized access to a product or service, 11) overuse of *actions* on our products or services, 12) business or compliance purposes, 13) to stop or prevent a loss, 14) potential lack of capacity or victim of undue influence, 15) failure to comply with any *term* of a contract, 16) funds held or offset per a security interest or lien, 17) account and/or funds held for a dispute or uncertainty, 18) unpaid check(s) or EFT(s) for insufficient funds or stop payment orders, 19) deposited item(s) charged back for nonpayment or a claim, 20) a garnishment, levy or similar legal claim or notice, 21) default on any obligation, 22) chronic dissatisfaction with us, 23) disparaging our reputation, 24) limited to a savings account and voting by mail, 25) ineligibility for membership, 26) membership terminated, 27) notification of death, 28) the person for IRS reporting is removed or deceased, 29) causing us a loss, 30) not voluntarily repaying a loss, 31) anything unethical or unlawful concerning your business or organization, you or our business, 32) our belief that an *action* or *transaction* may be fraudulent, 33) any alteration, forgery or fraud concerning your business or organization, you or our business, 34) any falsification or misrepresentation concerning your business or organization, you or our business, 35) any alleged crime concerning your business or organization, you or our business, 36) abuse of or threats to anyone associated with us, or 37) any other reason to *manage* the business of our Credit Union.

If we terminate an account, we may deposit the funds into another account you maintain with us, or mail you a check for the balance in the account at an address in *our records*. If we cannot locate you and it is allowed by law, we may remit the funds to a state as unclaimed property. You understand whether the accounts, loans, products and services are terminated by you or us, once terminated all *actions* or *transactions* will be dishonored, not paid, refused, rejected or returned. You agree any termination does not release you or any person from any fees, costs, losses, obligations or liabilities incurred on the account, loan, product or service under the BSA or other contract you have with us, as applicable. Finally, you agree if you owe us money and either you or we have terminated an account, we may re-start the account to collect or obtain money owed to us, and may then terminate the account.

a. Termination of Products and Services Online

We may offer an internet service that allows you to *take action* to terminate a product or service with us online. For your convenience, and in order to remind you to go online to start the service, we may note your request for this internet service on a form or enter it in *our records*. This internet service may be governed by a contract you agree to online, the BSA, all other contracts, as applicable, and *our records*. Should you have any questions about this service, please contact us at your earliest convenience.

24. Termination of Membership with the Credit Union

We may terminate your membership in Commonwealth Federal Credit Union in one of three ways:

Special Meeting: We may call a special meeting of the members, provide an opportunity for you to be heard, and obtain a two-thirds vote of the members present in favor of your expulsion.

Policy: We may terminate your membership under a nonparticipation policy that has been provided to all members and meets regulatory requirements.

Board Vote for Cause: We may expel you by a two-thirds vote of a quorum of our directors for cause. "Cause" includes:

- Substantial or repeated violation of the membership agreement.
- Substantial or repeated disruption (including dangerous or abusive behavior).
- Fraud, attempted fraud, or conviction of illegal conduct related to the credit union.

Before the board votes, we will provide written notice to your mailing or email address on record. This notice will include specific reasons for the proposed expulsion and offer you an opportunity to respond. You must keep your contact information current and review notices from us.

Unless we allow otherwise, there is no right to an in-person hearing. If you do not request a hearing within 60 calendar days of receiving the notice, you will be expelled.

You may submit complaints to the NCUA Consumer Assistance Center if the issue cannot be resolved directly with us.

We will confirm any expulsion with a letter explaining its effect and how to request reinstatement. Expulsion does not relieve you of any financial obligations to us.

25. Decedents' Accounts, Products and Services

a. Disbursal of Funds to Representative or Claimant

In the event your estate representative (or a claimant, such as a creditor or relative) attempts to claim the funds in an account with us, you agree that the estate representative or claimant is bound by the terms of the BSA. If we agree to investigate any claim, we may require an estate representative or claimant to prove her or his authority with documentation as an estate representative or claimant of the funds before we will release the funds held in any account. Any estate representative or claimant will also need to provide us with her or his ID, SSN, birthdate, physical address and other identifying information as we require (such as a second form of ID, thumbprint or fingerprint, etc.) for us to complete our due diligence before we can honor any claim for the funds in an account (or other product or service, such as a safe deposit box). We may require an estate representative or claimant to indemnify, defend us against and hold us harmless before we will release any of the funds held in an account. We may continue to honor all *actions* and *transactions* on an account, product or service until we receive a certified copy of the relevant person's death certificate, along with proof of the estate representative's or claimant's authority and identification as an estate representative or claimant. The business (and owner(s)) or organization agrees to be responsible for legal advice we require in connection with any matter concerning a claim involving the accounts, products and services with us (please see Provision 1.h.). The business (and owner(s)) or organization also understands if and when we honor a claim made on the funds in the accounts, we may do so by issuing our check payable to the business or organization or the relevant deceased person's estate. Alternatively, if there is a dispute or uncertainty about who is entitled to the funds in an account (or that we otherwise hold), we may either hold the funds or deposit

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them with a court at our discretion (please see in Provision 19.b.). Finally, the business (and owner(s)) or organization understands and agrees if the business (and owner(s)) or organization owes us money for any reason, the funds held in the account(s) or otherwise may be used to repay the business's (and an owner's) or organization's obligations to us before any funds are distributed to an estate representative or claimant.

b. Disbursal of Funds to Beneficiaries and POD Payees

If we allow one or more beneficiaries/POD payees to be designated on an account for a sole proprietorship, any distributions to a beneficiary or POD payee from the account will be governed by and made according to the Member Service Agreement. You understand you may contact us and request to review or access a paper or *electronically managed* copy of your information or *document* in *our records* and a current version of the Member Service Agreement Part 2 any time we are open for business. You may also access a current version of the Member Service Agreement Part 2 on our website.

c. Non-Authoritative Requests for Product Information

You agree it is your responsibility to communicate information about the accounts, loans, products and services you have with us to any person(s) you believe should have that information. You understand we will not be able to provide information or access to any product or service to a person until she or he has first established his or her legal authority to access the information, product or service with us.

26. Binding Arbitration and Class Action Waiver

RESOLUTION OF DISPUTES BY ARBITRATION: THIS SECTION CONTAINS IMPORTANT INFORMATION REGARDING THE ACCOUNTS YOU HAVE WITH US AND ALL RELATED SERVICES. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES ARISING NOW OR IN THE FUTURE 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.

a. Agreement to Arbitrate Disputes

Either you or we may elect, without the other's consent, to require that any dispute between us concerning the account(s) you have with us and the services related to the account(s) be resolved by binding arbitration, except for those disputes specifically excluded below.

This arbitration agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1 – 16 (the "FAA").

b. Disputes Covered by Arbitration

Claims or disputes between you and us arising out of or relating to the account(s) you have with us, transactions involving the account(s), safe deposit box, and any related service with us are subject to arbitration. Any claims or disputes arising from or relating to this agreement, any prior account agreement between us, or the advertising, the application for, or the approval or establishment of the account(s) are also included. Claims are subject to arbitration, regardless of what theory they are based on or whether they seek legal or equitable remedies. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist or may arise in the future. All such disputes are referred to in this section as "Claims". Without limiting the foregoing, "Claims" has the broadest reasonable meaning and includes, without limiting the foregoing: (1) initial claims, counterclaims, cross-claims and third-party claims; (2) disputes based upon contract, negligence, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity; (3) any dispute, claim, or controversy arising out of or relating to the collection, use, disclosure, retention, safeguarding, accuracy, or sharing of information about you or your accounts, including but not limited to claims arising under any federal or state privacy, data security, or data breach notification laws, such as the Gramm-Leach-Bliley Act or comparable state privacy laws; (4) disputes concerning your application or other information you gave to us before or concurrently with opening your account; (5) any account(s) you previously had with us; (6) disputes arising from or related to debit cards or any other cards, products or services provided by or purchased or obtained from us in connection with your account; (7) disputes arising from or related to any transactions in connection with your account; (8) disputes arising from or relating to any advice, recommendations, solicitations, communications, disclosures, promotions, or advertisements concerning your account; (9) claims brought in a direct, derivative, assignee, survivor, successor, beneficiary, or personal capacity; (10) disputes (for example, breach of contract, unjust enrichment, or consumer fraud claims, or claims brought pursuant to Regulation E) concerning any fees or charges relating to your account or this agreement (for example, overdraft fees and nonsufficient funds fees) any products or services relating to your account (for example, ATMs and our online or member support services), and communication methods and practices we may use to service your account; and (11) disputes arising from or related to the relationship(s) between you and us resulting from any of the foregoing. The only exceptions to arbitration of Claims are as follows: (1) both you and we have the right to pursue a Claim in small claims court instead of arbitration, if the Claim is in that court's jurisdiction and proceeds on an individual basis; (2) actions initiated by or against "covered borrowers" under the Military Lending Act; (3) claims involving residential mortgage secured loans covered by Regulation Z; or (4) any other claims where arbitration is prohibited by law.

c. 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 the account(s) and/or related accounts, or parties to a single transaction or related transaction), whether or not the claim may have been assigned.

d. Right to Reject this Resolution of Disputes by Arbitration

You have the right to opt-out of this agreement to arbitrate if you tell us within 30 days of the opening of the account(s) you have with us or the receipt of this notice, whichever is later. To opt out, send us written notice at the following address:

Commonwealth Credit Union, Inc.
ATTN: Arbitration Opt-Out
Central Services Branch
P.O. Box 978
Frankfort, Kentucky 40602

Written Opt-out notice must include:

- Member must state, "I elect to opt-out of the arbitration provision in my Account Agreement for Membership." and
- Include the member's name, address, and last four (4) numbers of account number(s) to which the rejection applies, or
- Include the last four (4) numbers of member's Social Security Number; and
- Be signed by account owner(s).

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Otherwise, this agreement to arbitrate will apply without limitation, regardless of whether 1) the account is closed; 2) you pay us in full any outstanding debt you owe; or 3) you file for bankruptcy.

e. The Arbitration Proceeding

The arbitration must be filed with one of the following neutral arbitration forums: American Arbitration Association or JAMS. That organization will apply its code of procedures in effect at the time the arbitration claim is filed (including any mass arbitration rules or procedures, as applicable). If there is a conflict between that code and this arbitration provision and/or this agreement, this arbitration provision and this agreement will control. If JAMS or the AAA is unable to handle the claim for any reason, then the matter shall be arbitrated by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA).

f. 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.

g. 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.

h. Severability, Survival

These arbitration provisions shall survive (a) termination or changes to the account(s) you have with us or any related services; (b) the bankruptcy of any party; and (c) the transfer or assignment of the 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.

i. Applicability

Arbitration will not apply to the account(s) you have with us as long as you are an active duty service member.

27. The BSA & State and Federal Law

Membership, accounts, products and services you have with us are primarily governed by Parts 1 and 2 of the BSA, *our records* and/or any other contract with us, as applicable. They are also governed by the applicable law of the state in which the branch or service center where you started the account in-person is located. If you started the account by mail, phone or through our internet services (as we offer), the accounts, products and services are governed by the law of the Commonwealth of Kentucky. Finally, federal law and regulations, Federal Reserve operating circulars, and clearing house rules also govern our accounts, products, and services to the extent applicable. If any *term* of the BSA conflicts with controlling law, that *term* will be nullified and stricken from the BSA to the extent that it is inconsistent with the law and the law will govern. If any *term* of the BSA is declared invalid, unenforceable, unconscionable or unlawful by a court, that *term* will not affect the validity of any other *terms* of the BSA, which will continue in full force and effect.

Electronic Funds Transfer Disclosure

This "Electronic Funds Transfer Disclosure" describes your and our rights and responsibilities concerning electronic fund transfers (EFTs). EFTs are electronically initiated transfers of money involving an account with us and multiple access options, including Online Banking, direct deposits, automated teller machines (ATMs), Visa Debit Card (Card), and Tellie (audio response system) services.

1. EFT Services

a. Automated Teller Machines

You may use your Card and personal identification number (PIN) at Automated Teller Machines (ATMs) of the Credit Union, Allpoint, Credit Union 24, Alliance One, and such other machines or facilities as we may designate. At the present time, you may use your Card to:

- Withdraw cash from the checking or savings account with us.
- Make deposits to the checking or savings account.
- Transfer funds between the checking and savings accounts.
- Make payments on your loan accounts with us from the checking or savings accounts.
- Make inquiries on the checking and savings accounts, including current balance, recent deposits, and recent withdrawals.

b. Direct Deposit

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

c. Preauthorized Debits

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

d. Tellie (Audio Response Service)

If we approve your application for telephone access to the accounts you have with us under Tellie, you may use a telephone to access the account with us and conduct EFTs by calling 502-564-5463 or toll-free 800-435-5463. You must use your PIN along with your account number to access the accounts. At the present time you may use Tellie to:

- Obtain balance information on the checking, savings, and money market accounts with us.
- Transfer funds between these same accounts.
- Make loan payments from the checking, savings, and money market account.

e. Online Banking

If we approve your application for Online Banking, you may use a personal computer to access the accounts. For this service, you will need a personal computer with internet access. The address for Online Banking is www.ccuky.org. You may select a username. You must use your username and password along with your account number to access the accounts you have with us. You are responsible for the installation, maintenance, and operation of your computer and software. We will not be responsible for any errors or failures involving any telephone service, internet service provider, your software installation or your computer. At the present time, you may use the Online Banking service to:

- Obtain balance information on the checking, savings, and money market accounts with us.
- Transfer funds between the checking, savings, and money market accounts.

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- View transaction history on these same accounts.
- Make loan payments from any checking, savings, or money market account to a loan account with us.
- Make payments to merchants (payees) using bill payment.

Transactions involving the accounts you have with us are addressed by the BSA, whereas transactions involving a loan are addressed by the applicable loan agreement(s).

f. Bill Pay

You may use the Bill Pay service (accessed through Online Banking or Mobile Banking) to make payments to third parties. Use of the Bill Pay service requires enrollment in Online Banking and agreement to the Bill Pay service terms and conditions. You may use the Bill Pay service to:

- Make loan payments from any checking account to a loan account with us.
- Make payments from any checking account to another financial institution.
- Pay bills from any checking account with us.
- Transfer funds to other people using the account to account (A2A) or person to person (P2P) transfer feature.

Please note that if payment to a payee is made by check, the check may be processed and debited from the account you have with us before the scheduled payment date.

g. Mobile Banking

Mobile Banking is a personal financial information management service that allows you to access account information, make payments to merchants who have previously consented to accept payments through our Online Banking service and make such other transactions as described in the Online Banking Service Agreement using compatible and supported mobile phones and wireless devices ("Wireless Device"). You agree and understand that the Mobile Banking service may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. When you register for Mobile Banking, the designated accounts and bill payment payees linked to the account through Online Banking will be accessible through Mobile Banking. At the present time, you may use Mobile Banking to:

- Transfer funds between the savings, checking, money market, and loan accounts with us.
- Make loan payments to any of the loan accounts.
- Review account balance and transaction history for any of the deposit or loan accounts with us.
- Make deposits using the mobile deposit service.
- Pay bills using the bill payment service.
- Initiate P2P transfers.

For all mobile check deposits, you must endorse the original paper check with your name and write: "FOR COMMONWEALTH CREDIT UNION MOBILE DEPOSIT ONLY" in the endorsement area. If you fail to provide this endorsement, we may refuse the deposit and return it to you. You agree to indemnify the Credit Union from any liability or loss to the Credit Union arising from the payment of the original paper check without such required endorsement.

h. Visa Debit Card

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

Some merchants may permit you to initiate debit and bill payment transactions with your card using either the Visa network or another network shown on your card. We will honor your debit transactions processed by any of these networks.

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

i. Electronic Check Transaction

You may authorize a merchant or other payee to make a one-time electronic payment from the checking account using information from your check to pay for purchases, pay bills or pay other obligations ("Electronic Check Transactions"). You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving any required notice regarding the merchant's right to process the transaction or payment, including any written sign provided by the merchant at the time of your transaction. All terms governing electronic funds transfer services will apply to Electronic Check Transactions. You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.

j. P2P Service

You may use our P2P (Person to Person) payments service to send funds to another person through the PayPal network using their email address or mobile phone number. P2P may be accessed via Online Banking or Mobile Banking. P2P transactions are subject to the special P2P terms and conditions set forth elsewhere in this BSA.

k. A2A Service

The A2A service enables you to request a transfer of funds: (1) from the account you have with us that is eligible to be used with and is enrolled in the service ("Eligible Credit Union Account") to your account at another financial institution enrolled in the service ("Verified Account") or (2) from a Verified Account to the Eligible Credit Union Account. We generally use the ACH Network to execute A2A transfer requests, but other methods of transfer may also be used. A2A transactions are subject to the special A2A terms and conditions set forth elsewhere in this BSA.

2. Service Limitations

a. Automated Teller Machines

1) Withdrawals. You may make up to ten (10) withdrawals up to a total of $1,000 (if there are sufficient funds in the account) per card per business day. For purposes of determining whether you have reached the daily limit, a day ends at midnight. Friday, Saturday, Sunday, and holidays are considered as one business day for the purposes of this limit.

b. Tellie Service

The accounts with us can be accessed under Tellie via a touchtone telephone only. Not all push button phones are touchtone. Converters may be purchased for pulse and rotary dial phones. Tellie will be available for your convenience seven (7) days a week. This service may be interrupted for a short time each day for data processing. If you call during this time, you will hear a message directing you to call back. We may limit the number of certain types of withdrawals from some accounts, as described in the "Rate and Fee Disclosure." No transfer or withdrawal may exceed the funds available in an account with us. 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.

c. Online Banking Service

1) Transfers. We may limit the number of certain types of withdrawals from some accounts, as described in the "Rate and Fee Disclosure." You may transfer or withdraw up to the available balance in the account or available credit line at the time of the transfer, except as limited under other agreements. We reserve the right

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to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance or otherwise require us to increase our required reserve on the account.

2) Account Information. Account balance and transaction history information may be limited to recent account information. The availability of funds for transfer or withdrawal may be limited, due to the processing time for ATM transactions. See the "Funds Availability Disclosure."

3) Email and Stop Payment Requests. We may not immediately receive email communications that you send and we will not act based on email requests until we actually receive your message and have a reasonable opportunity to act. Any stop payment request you transmit electronically is deemed to be a verbal request and will expire in fourteen (14) days unless confirmed in writing as addressed in the BSA. Contact us immediately regarding an unauthorized transaction or stop payment request.

4) New Account Limitations. New accounts may have lower transfer and check deposit limits within online banking during a new account probation period.

d. Mobile Banking

Mobile deposits are limited to $7,500 per transaction and a total of $7,500.00 per day. New accounts may have lower transfer and check deposit limits within mobile banking during a new account probation period.

You are fully responsible for understanding how to use Mobile Banking before you actually do so, and you must use Mobile Banking in accordance with any use or operational instructions posted on our web site. You are also responsible for your use of your Wireless Device and the Mobile Banking Service software provided to you. If you authorize the use of biometric login (for example, fingerprint or retinal scan) for Mobile Banking, the service may be accessed using any biometric login recognized by your wireless device, even if it is not your own. If you have permitted another person to use their own biometrics to authorize activity on your wireless device, their biometrics will also gain access to Mobile Banking if you have authorized biometric login. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking, the Software or your Wireless Device. You may experience technical or other difficulties related to Mobile Banking that may result in loss of data, personalization settings or other Mobile Banking interruptions. We assume no responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile Banking. We assume no responsibility for the operation, security, or functionality of any Wireless Device or mobile network that you utilize to access Mobile Banking. Financial information shown on Mobile Banking reflects the most recent account information available through Mobile Banking, and may not be current. You agree that we are not liable for delays in updating account information accessed through Mobile Banking. We are not responsible for any actions you take based on information accessed through the Mobile Banking app that is not current. If you need the most current account information, you agree to contact us directly.

e. Visa Debit Card

There is a daily limit for each card of twenty-five (25) PIN point-of-sale purchase transactions and twenty-five (25) signature-based payment transactions. Visa debit card purchases are limited to the balance available in an account. In addition, you may not make more than $3,500 per card in PIN point-of-sale purchase transactions in one day and $10,000 per card in signature-based purchases in one day per card. These limits are subject to adjustment for security purposes. We reserve the right to refuse any transaction that would draw upon insufficient funds or 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. You are solely responsible for any disputes you may have with merchandise or services received using the Visa Debit Card. We are not responsible for any damages, liability or settlement resolution as a result of the misrepresentation of quality, price, or warranty of goods or services by a merchant.

The use of a Card and Account with us are subject to the following conditions:

1) Ownership of Cards. Any Card or other device that we supply to you is our property and must be immediately 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, according to instructions. The Card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer the Card or Account to another person.

2) 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 the account with us in lieu of a cash refund. You may not use the Card for any illegal or unlawful transaction. We may refuse to authorize any transaction that we believe may be illegal or unlawful.

3) Currency Conversion; International Transaction Fee. Purchases and withdrawals made in foreign countries will be billed to you in U.S. dollars. The currency conversion rate for international transactions, as established by Visa International, Inc., is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. In addition, you will be charged an International Transaction Fee as set forth in the "Rate and Fee Disclosure" for any card transaction at a location in a foreign country or with a merchant located in a foreign country even if you initiate the transaction from within the United States.

f. P2P Service (Zelle)

For P2P transfers, limits will be set at the time you use the service and will be disclosed to you prior to your use of the service

g. A2A Service

A2A transfers are limited to $25,000.00 per transfer, $25,000.00 total per day and $250,000 total per month.

3. Security of Personal Identification Number

The Personal Identification Number (PIN) is established for your security purposes. The PIN is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on the accounts with us. If you authorize anyone to have or use your PIN, that authority will continue until you specifically revoke such authority by notifying us. You understand that person may use the online account access, online services or debit card to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your PIN and you agree that the use of your PIN will have the same effect as your signature in authorizing transactions.

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

4. Member Liability

You are responsible for all transfers you authorize using your EFT services under this Agreement. If you permit other persons to use an EFT service, Card or PIN, you are responsible for any transactions they authorize or conduct on any of the accounts you have

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with us. However, tell us at once if you believe anyone has used the account, Card or PIN and accessed the accounts with us without your authority, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. For Visa Debit Card purchase transactions, if you notify us of your lost or stolen card you will not be liable for any losses provided that you were not negligent or fraudulent in handling your Card and you provide us with a written statement regarding your unauthorized Card claim.

5. Fees for EFT Services

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

6. Our Liability for Failure to Make Transactions

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

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

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

7. Termination of EFT Services

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

You or any other party to the account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this agreement for transactions initiated before termination.

8. Notices

We reserve the right to change the terms and conditions upon which this service is offered.

9. ATM Safety Notice

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

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

Funds Availability Disclosure

This "Funds Availability Disclosure" explains our policy for the availability of deposits to the checking accounts you have with us. Deposits to other accounts with us may be subject to longer holds on funds at our sole discretion. Deposits made through Mobile Banking will be subject to holds in our discretion and are not subject to this policy.

1. General Policy

Our policy is to make funds from your deposits available to you on the first business day after we receive your deposit. Funds from cash or electronic deposits may be available immediately. Funds from deposits made at automated teller machines (ATMs) will not be available until the second (2nd) business day after the day of your deposit. The first $275 of a deposit made through Mobile Banking will be available on the same day as the deposit. The remaining amount of the deposit will be available on the third (3rd) business day after the deposit is made. Once they are available,

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you can withdraw the funds in cash and we will use the funds to pay your checks and electronic fund transfers (EFTs) on the account you have with us. For determining the availability of the funds from your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before we close on a business day we are open, we consider that to be the day of your deposit. However, if you make a deposit after we close or on a day we are not open, we will consider that deposit 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 business day after we receive your deposit. Depending on the type of check you deposit, funds may not be available until the second (2nd) business day after the day of your deposit. However, the first $275 of your deposit will be available on the first (1st) business day. If we are not going to make all of the funds from your deposit available on the first (1st) business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you 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, or if we provide cash back on a check you deposit, we may withhold the availability of a corresponding amount of funds that are already in the account you have with us. (We do this because the check can be returned by the institution on which it is drawn.) The funds withheld in an account will be available at the time funds from the check cashed would have been available. If we take a check for deposit 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 described in this disclosure for the type of check you deposited.

4. Longer Delays May Apply

We may delay your ability to withdraw funds from a check deposited into an account with us for an additional number of days under certain circumstances. Federal law provides exceptions to the federal funds availability schedules when:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than $6,725 on any one day.
- You deposit a check that has been returned unpaid.
- You have overdrawn an account with us 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 seventh (7th) business day after the day of your deposit.

5. Special Rules for New Accounts

The following rules may apply during the first thirty (30) days after you start a new account with us:

a. Funds from electronic direct deposits will be available on the day we receive the deposit.

b. Funds from deposits of wire transfers, and the first $6,725 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first (1st) business day after they day of the deposit if the deposit meets certain criteria (for example, the check must be payable to you). The excess over $6,725 may not be available until the ninth (9th) business day after the day of your deposit.

c. Funds from all other check deposits may not be available until the nineth (9th) business day after the day of your deposit.

6. Foreign Checks

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

Important Information for Starting a New Account

To help the government fight the funding of terrorism and money laundering activities, the U.S.A. Patriot Act requires all financial institutions to obtain, verify, and record information that identifies each person who starts an account. What this means for you: when you start an account, we will ask for your name, physical address, date of birth, taxpayer identification number, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. We will let you know what additional information is required.

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