

# MEMBERSHIP & ACCOUNT AGREEMENT



# Membership & Account Agreement

This Agreement covers your and our rights and responsibilities concerning Accounts the Credit Union (Credit Union) offers. In this Agreement, the words "you" and "yours" mean anyone who signs any membership account document (Account Card). The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share or other accounts you have with the Credit Union. This Agreement applies to all accounts you have with us at this time and at any future time, and supersedes and replaces all prior agreements governing your account.

Your account type(s) and ownership features are designated on your Account Card. By signing an Account Card, each of you, jointly and severally, agree to the terms and conditions in this Agreement and Account Card, the Funds Availability Policy Disclosure, Electronic Funds Transfer Agreement and Disclosure, any Account and Certificate Dividend Rate Disclosures, (Rate and Fee Schedule), any other fee disclosure documents, any online banking agreement and related documents, if applicable, or any Account Receipt whether accompanying this Agreement or provided with future services, and the Credit Union's Bylaws and policies, and any amendments to these documents from time to time which collectively govern your Membership and Accounts. A completed Credit and Security Agreement is required for membership and incorporated into this agreement. By signing a Credit and Security Agreement you agree to the terms and conditions of the agreement and any addendum's to the agreement. In cases of inconsistency or conflict, those other rules or agreements governing or referring to the account will control.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT-** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, if applicable, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

## 1. Membership Eligibility

To join the Credit Union you must meet the membership requirements including purchase and maintenance of at least one (1) share ("membership share") as set forth in the Credit Union's Bylaws. You authorize us to check your account, credit, and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request and for other accounts, products, or services, we may offer you or for which you may qualify.

## 2. Individual Accounts

An individual account is an account owned by one member (individual, corporation, partnership, trust or other organization) qualified for credit union membership. If the account owner dies, the interest passes, subject to applicable law, to the decedent's estate or Payable on Death (POD) beneficiary/payee or trust beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death.

## 3. Joint Accounts

An account owned by two or more persons is a joint account.

**A. Rights of Survivorship.** Unless otherwise stated on the Account Card or documented through the Credit Union's online application and authentication process, a joint account includes rights of survivorship. This means when one owner dies, all sums in the account will pass to the surviving owner(s). For a joint account without rights of survivorship, the deceased owner's interest passes to his or her estate. A surviving owner's interest is subject to the Credit Union's statutory lien for the deceased owner's obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

**B. Control of Joint Accounts.** If a member maintains a joint share savings account, it can only be closed by the primary owner, as closure will terminate membership. Except as set forth above, any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature or authenticated request of any other owner(s). Any owner may transfer or withdraw funds (including all funds), stop payment on items, transfer, or pledge to us all or any part of the shares without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners in order to act.

**C. Joint Account Owner Liability.** If a deposited item in a joint account is returned unpaid, an account is overdrawn, or if we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of an owner or all funds in the joint account regardless of who contributed them.

## 4. Accounts of Businesses and Organizations

Accounts held in the name of a business, organization, or association member are subject to all of the conditions and terms contained in this Agreement for natural person accounts, and the following additional rules. The Credit Union reserves the right to require the business member to provide an account authorization card or other documentary evidence satisfactory to the Credit Union informing the Credit Union who is authorized to act on the business member's behalf. No POD beneficiary designation or other designation shall apply to the account. You agree to notify the Credit Union of any change in this representative authority of your agent. The Credit Union may rely on your written authorization to act upon such notice. The Credit Union may require that third-party checks payable to a business may not be cashed, but must be deposited to a business account. You agree that the Credit Union shall have no notice of any breach of fiduciary duties arising from any transactions by any agent of the account owner, unless the Credit Union has actual notice of such breach. Further, you agree that the online banking system may not be used to transmit entries that are in violation of the Unlawful Internet Gambling Enforcement Act.

## 5. POD/Revocable Trust Account Designations

A Payable on Death (POD) account or revocable trust account designation is an instruction to the Credit Union that an individual or joint account so designated is payable to the owner(s) during his, her or their lifetimes and, when the last account owner dies, is payable to any named and surviving POD or trust beneficiary/payee. Accounts payable to more than one surviving beneficiary/payee are owned jointly by such beneficiaries/payees without rights of survivorship. Any POD or trust beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs) which are governed by a separate beneficiary/payee designation. We are not obligated to notify any beneficiary/payee of the existence of any account or the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law.

## 6. Accounts for Minors

We may require any account established by a minor to be a joint account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may pay funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. We will not change the account status when the minor reaches the age of majority, unless authorized in writing by all account owners.

## 7. Uniform Transfers/Gifts to Minors Account

A Uniform Transfers/Gifts to Minors Account (UTMA/UGMA) is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The minor to whom the gift is made is the beneficiary of the custodial property in the account. The custodian has possession and control of the account for the exclusive right and benefit of the minor and barring a court order otherwise, is the only party authorized to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction. If the custodian dies, we may suspend the account, until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawal.

## 8. Agency/Power of Attorney Designation on an Account

An agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or Credit Union voting rights. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney. We have no duty to inquire about the use or purpose of any transaction made by the agent.

## 9. Deposit of Funds Requirements

Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with the requirements set forth in the Truth-in-Savings Disclosure or Rate and Fee Schedule.

**A. Endorsements.** We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft or item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement as set forth on the back of the check or draft, we may require endorsement as set forth on the item. Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility. If we offer a remote deposit capture service and you have been approved to use the service to make deposits to your account, you agree that, prior to transmitting check or draft images, you will restrictively endorse each original check or draft in accordance with any other agreement with us that governs this service.

**B. Collection of Items.** We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. Deposits made by mail or at unstaffed facilities are not our responsibility until we receive them. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any midnight deadline limits. An "item" is any instrument, order, transaction, or request delivered or communicated to us for credit to or debit from your account. An "item" includes but may not be limited to the following: member checks, Bill Pay Checks, ACH electronic funds transfers, ATM card transactions, and debit card transactions.

**C. Restrictive Legends; Examination of Items.** Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include "two signatures required," "void after 60 days," and "not valid over \$500.00." We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restriction or limitation. We may disregard all information on the check except the amount. You agree that we do not fail to exercise ordinary care solely because our payment process does not include visual examination of the check.

**D. Final Payment.** All items credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items and impose a return item fee on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or funds transfer.

**E. Direct Deposits.** We may offer direct deposit services, including preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize each direct deposit or preauthorized transfer by completing a separate form. You must notify us at least thirty (30) days in advance to cancel or change a direct deposit or transfer option. Upon a bankruptcy filing, unless you cancel an authorization we will continue making direct deposits in accordance with your authorization on file with us. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law. ACH direct deposits are provisional until the effective date proscribed by the payer, and until we receive final payment. Dividends will not accrue, and ACH/direct deposits will not be considered a part of your average daily balance, unless and until the payer's effective date and receipt of final payment. From time to time, we may offer members access to early direct deposit. Under this offer, early access to funds depends upon the timing of the submission of the payment file from the payer. For this reason, we cannot guarantee early deposits in all cases. We generally make qualifying direct deposit funds available on the day the payment file is received. Subject to change without notice.

**F. Crediting of Deposits.** Deposits will be credited to your account on the day we consider them received as stated in our Funds Availability Policy. Deposits made after the deposit cut-off time and deposits made on either holidays or days that are not our business days will be credited to your account on the next business day.

## 10. Account Access

**A. Authorized Signature.** Your signature on the Account Card, or authentication and approval of your account, authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any check or draft that appears to bear your facsimile signature even if it was made by an unauthorized person. You authorize us to honor transactions initiated by a third person to whom you have given your account information, even if you do not authorize a particular transaction.

**B. Access Options.** You may withdraw or transfer funds from your account(s) in any manner we permit (e.g., at an automated teller machine, in person, by mail, automatic transfer, Online Banking, mobile app, or telephone, as applicable). We may return as unpaid any check drawn on a form we do not provide, and you are responsible for any loss we incur handling such a check.

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

## 11. Funds Transfers

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

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

**B. Right to Refuse to Make Transfers/Limitation of Liability.** Unless we agree otherwise in writing, we reserve the right to refuse to execute any payment order to transfer funds to or from your account. We are not obligated to execute any payment order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available balance in your account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control including mechanical, electronic or equipment failure. In addition, we will not be liable for consequential, special, punitive or indirect loss or damage you may incur in connection with funds transfers to or from your account.

**C. No Notice Required.** We will not provide you with notice when funds transfers are credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received.

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

**E. Provisional Credit for ACH Transactions.** We may provisionally credit your account for an ACH transfer before we receive final settlement. If we do not receive final settlement, we may reverse the provisional credit or require you to refund us the amount provisionally credited to your account, and the party originating the transfer will not be considered to have paid you.

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

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

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

**I. Security Procedures.** We may require you to follow a security procedure to execute, amend or cancel a payment order so that we may verify the authenticity of the order, amendment or cancellation. If you refuse to follow a commercially reasonable security procedure that we offer, you agree to be bound by any payment order, whether authorized or not, that is issued in your name and accepted by us in good faith in accordance with the security procedure you choose.

**J. Duty to Report Unauthorized or Erroneous Funds Transfers.** You must exercise ordinary care to identify and report unauthorized or erroneous funds transfers on your account. You agree that you will review your account(s) and periodic statement(s). You further agree you will notify us of any unauthorized or erroneous transfers within the time frames described in the "Statements" section of this Agreement.

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

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

**M. Telephone Wire Transfer Services.** We are not obligated to receive requests for wire transfers over the phone. If we allow you to initiate a wire transfer via telephone, we will require

you to enter a verification code that we send via SMS message to your previously verified mobile telephone number or we may require you to conduct a debit PIN based transaction. If you do not provide the verification code, the transaction will not be processed. If you are unable to conduct a debit PIN based transaction, the transaction will not be processed. The verification option will be at our discretion. You agree that this is a reasonable security procedure for verifying the authenticity of any telephone wire transfer request. Limits on the amount of a wire transfer via telephone will be established by the Credit Union. You authorize the Credit Union to reject telephone wires that exceed established limits.

**N. Online Wire Transfer Services.** If the Online Banking Wire Transfer Service is requested and approved for you, the Credit Union will provide you the ability to instruct the Credit Union to send funds transfers ("Wire Transfer"), through Online Banking ("Wire Transfer Services"), which create obligations from you to the Credit Union. Wire Transfers are not electronic funds transfers and thus not subject to the Electronic Funds Transfer Agreement and its provisions, specifically including but not limited to, EFT Sec. 4, 8, 9, or 10. You understand and acknowledge that execution of any Payment Order to the Credit Union is subject to the following terms and requirements.

**Authorization Users.** You, joint owners, and others person(s) whom you have given authority or access to are designated to transmit Wire Transfers via Online Banking ("Authorized Users"). The Credit Union may rely on your designation to transmit Wire Transfers via Online Banking. You understand that any transaction by you, a joint owner, person you have given access to or anyone you authorize to transact business on your account or any transaction by an Authorized User are considered authorized transactions for which you remain fully responsible. You are responsible for safeguarding your business, financial and personal data, passwords and other information to prevent unauthorized access to or use of your accounts or service.

**Payment Orders.** You may instruct the Credit Union to execute a Wire Transfer(s) on your behalf (each a "Payment Order") by submitting the Payment Order to the Credit Union in such form as the Credit Union requires, and by following the procedures established by the Credit Union for verifying the authenticity of Payment Orders ("Security Procedure").

**Security Procedure.** You agree to use the Credit Union's Security Procedure, as set forth in this Section, and as such Security Procedure may be amended by the Credit Union from time to time, for the purpose of verifying the authenticity of Payment Orders and communications amending or canceling Payment Orders. The Credit Union's Security Procedure consists of a combination of security devices, questions and protocols, which may include Tokens, Passwords, Out of Band Authentication and Online Banking Wire Transfer Limits, which are described in more detail below. The Credit Union maintains commercially reasonable Security Procedures based primarily of its knowledge of the service users' circumstances and its knowledge of security procedures employed by similarly situated users and receiving banks. You and your Authorized Users and other agents shall maintain the highest possible level of confidentiality with regard to the Security Procedure, and will take all steps necessary to prevent access to them by unauthorized persons. You agree to notify us immediately following your discovery of any unauthorized use. Subject to the Credit Union's obligations under this Agreement, the Credit Union will have no liability in connection with, or resulting from, the execution of any wire transfer by the Credit Union that was verified pursuant to the Security Procedure, except to the extent ARS 47-4A prohibits the parties from varying the Credit Union's liability with respect to such wire transfers. You understand that the Security Procedure is not for the purpose of detecting errors in transmission or content of a Payment Order or a Wire Transfer.

- **Tokens or Out of Band Authentication (OOB).** The Security Procedure utilizes two factor authentication secure token or OOB technology. To initiate Wire Transfers via Online Banking, a token may be required, or OOB may be required by the Credit Union. An Authorized User must be in physical possession of the token or registered phone for OOB to Initiate a Wire Transfer. The Credit Union may also require a call back verification before being processed. If we are unable to reach you to verify, we reserve the right to cancel the wire request without supplying notice to you that the request has been cancelled. You agree that it is your sole and absolute responsibility to secure and protect access to all tokens and phones used for two factor authentication. In addition, the Credit Union may but is not required to take additional actions to those selected to verify the identification of the Member or its agents, or to detect any error in the transmission or content of any wire transfer request.

- **Online Banking Wire Transfer Limits.** Limits on the amount of Online Banking Wire Transfers will be established by the Credit Union. You authorize the Credit Union to reject Payment Orders that exceed established Online Banking Wire Origination Limits.

**Rejection of Wire Transfer Instructions.** The Credit Union may, at its sole discretion, but without obligation or duty to do so except to the extent otherwise specifically provided in this Agreement, by a notice of rejection delivered orally, electronically or in writing, reject any Payment Order, including, without limitation, any Payment Order that the Credit Union believes (a) exceeds the collected and available funds on deposit in your designated Account(s); (b) exceeds any of the Online Banking Wire Transfer Limits; (c) is not authenticated to the Credit Union's satisfaction, or which the Credit Union otherwise believes may not be authorized by you; (d) contains incorrect, inconsistent, ambiguous, or missing information; (e) involves funds which are subject to a lien, security interest, claim hold, dispute, or legal process prohibiting withdrawal; (f) exceeds legal, regulatory, payment system or governmental policy limitation; (g) may have been issued without proper authorization; or (h) is incomplete. The Credit Union shall incur no liability to you for any losses incurred by the Credit Union's refusal, with or without notice to you, to honor any Payment Order. The Credit Union may reject, except when prohibited by law, at its sole discretion, any transfer request it receives from the Member for any reason. The Credit Union will comply with regulations issued by the U.S. Treasury's Office of Foreign Asset Control (OFAC) any transfer request that is to an entity or person listed on OFAC's list of specially designated nationals and blocked persons by law the Credit Union shall not complete the transfer and shall "block" the funds until such time OFAC issues a release to the Credit Union. The Credit Union shall have no liability to the Member as a result of Credit Union's rejection of any transfer request or internal transfer if it complies with the terms of this Agreement.

**Cancellation of Payment Orders.** The Credit Union is not obligated (and is not liable for its failure) to cancel or amend a Payment Order after its receipt by the Credit Union. The Credit Union will, however, make reasonable efforts to comply with your request to cancel or amend a Payment Order. Any request for cancellation or amendment must be made in compliance with the Security Procedure. If International wires are offered through the online channel, a Member sending an international wire transfer may request the cancellation of the wire transfer, no later than thirty (30) minutes after the Member makes payment of the wire transfer, by providing the Credit Union an oral or written cancellation request that permits the Credit Union to identify the Member and specific wire transaction and the transferred funds have not been picked up by or deposited to the account of the designated recipient. You will indemnify and hold the Credit Union harmless from any and all liabilities, costs and expenses the Credit Union may incur in canceling or amending, or in attempting to cancel or amend, a Payment Order.

**Execution of Payment Orders.** The Credit Union is authorized to execute Payment Orders, and to charge your Accounts for such Payment Orders, without inquiry as to the circumstances of issue or the disposition of the proceeds, even if drawn to the individual order of any of the Authorized Users or payable to others for the Authorized User's account. The Credit Union will use commercially reasonable efforts to execute Payment Orders on the Business Day of receipt if (a) the Credit Union received the Payment Order and is able to authenticate it before the Credit Union's cutoff time, and (b) the day the Payment Order is received is a funds transfer Business Day for the Credit Union. In any event, a transfer from an Account with the Credit Union can be processed on the same Business Day a Payment Order is received by the Credit Union only if the Credit Union accepts the Payment Order and you have received confirmation communicated through the System by 2:30 p.m. Pacific Time on that same Business Day that the Payment Order was successfully transmitted to the Credit Union via Online Banking. The Credit Union may change its cutoff times without prior notice to you. You shall complete all Payment Orders in the form and format designated by the Credit Union. Wire requests may be subject to further review which may cause a delay or cancellation of the request. The receiving institution may also take additional time to process. If you have a situation where you need research done please keep in mind that the Credit Union may take additional time to process this research. The Credit Union may establish or change from time to time cutoff times for the receipt and processing of funds transfers requests, amendments or cancellations. Wire Transfers, cancellations or amendments received after the applicable cutoff time may be treated as having been received on the next Business Day and processed accordingly. The Credit Union may terminate this agreement immediately at any time upon notification to the Member, if (i) Credit Union has a reasonable concern about a funds transfer or a possible loss that might be suffered by the Credit Union, (ii) Member has breached or may breach this agreement, or (iii) Credit Union becomes aware of information which may indicate illegal or improper transactions.

**Transmission of Funds.** The Credit Union may employ any reasonable means it chooses for the transmission of funds pursuant to a Payment Order. The Credit Union is not responsible for (i) performance failure as a result of an interruption in transfer facilities, labor disputes, power failures, equipment malfunctions, suspension of payment by another bank, refusal or delay by another bank to accept the wire transfer, war, emergency conditions, fire, earthquake, or other circumstances not within the Credit Union's control, or (ii) for any other performance failure that is not a result of the Credit Union's breach of this Agreement.

**Reliance on Identifying Numbers and Other Information.** The Credit Union may rely, without incurring liability to you, on information (including names, amounts and account numbers) provided by you and/or your Authorized Users in the Payment Order or otherwise when executing or otherwise processing a Payment Order, even if such information is incorrect. Accordingly, you understand that when a Payment Order identifies by name and number a beneficiary financial institution, intermediary financial institution or beneficiary, the Credit Union and every receiving or beneficiary financial institution may rely on the identifying number to make payment, regardless of whether the number matches the named financial institution, person or account.

**Maintaining Available Funds.** You will maintain a deposit account with available funds to cover any Wire Transfer. If funds are not available, or if the amount of the Payment Order exceeds the Online Banking Wire Transfer Limits at the time the Payment Order is submitted or at any time prior to initiation of the Wire Transfer, the Credit Union may elect not to initiate the Wire Transfer.

**Fees.** We may charge an account(s) for the amount of any Wire Transfer initiated by any person authorized on the account from which the Wire Transfer is to be made, any Wire Transfer Recurring Fees and any additional applicable fees for wire transfers set forth in the Credit Union Rate and Fee Schedule.

**Notice of Errors.** All transfers will appear on the Member's regular account statement. It is the Member's obligation to examine their statement for any errors concerning any Wire Transfer. If offered, for subject international wire transfers an error includes: (i) an incorrect amount paid by the Credit Union, (ii) a computational or bookkeeping error by the Credit Union, (iii) the failure to make the amount of currency available to the designated recipient as stated on any prepayment or receipt disclosure except estimated amounts or (iv) the failure to make funds available to the designated recipient as stated on any prepayment or receipt disclosure except a failure due to extraordinary circumstances outside the Credit Union's control that could not have been reasonably anticipated. If the Member fails to notify the Credit Union of any errors within one hundred and eighty (180) days after the disclosed date of availability of the foreign wire transfer funds, the Credit Union shall not be liable for such error. In the event that the funds transfer is delayed or erroneously executed and a loss is suffered as a result of the Credit Union's error, its sole obligation is to pay or refund such amounts as may be required by applicable law. If the Credit Union becomes obligated under Article 4A to pay interest, the rate of interest to be paid shall be equal to the dividend rate on a daily basis, applicable to the account at the Credit Union to which the funds transfer should have been made or from which the funds transfer was made.

**Limitations of Liability.** THE CREDIT UNION'S LIABILITY FOR ONLINE BANKING WIRE TRANSFER SERVICES IS SOLELY AND EXCLUSIVELY LIMITED TO YOUR ACTUAL PECUNIARY LOSSES AND THE REMEDIES SET FORTH IN ARS 47-4A (AS APPLICABLE), EXCEPT AS THE TERMS OF SUCH STATUTE ARE EXPRESSLY VARIED BY THIS AGREEMENT. UNDER NO CIRCUMSTANCE WILL THE CREDIT UNION BE LIABLE FOR ANY SPECIAL, INCIDENTAL (EXCEPT AS MAY OTHERWISE BE SPECIFICALLY PROVIDED IN ARS 47-4A305, AS APPLICABLE), INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OF ANY KIND, LOSS OF PRODUCTION, DOWNTIME COSTS OR CLAIMS AGAINST YOU BY OTHERS.

## 12. Account Rates and Fees

We may pay account earnings and assess fees against your account as set forth in the Rate and Fee Schedule. We may change the Rate and Fee Schedule at any time and will notify you as required by law.

### 13. Transaction Limitations

We permit withdrawals only if your account has sufficient available funds to cover the full amount of the withdrawal and any applicable fees or you have an established overdraft protection plan. Checks or other transfer or payment orders which are drawn against insufficient funds may be subject to a service charge set forth in the Rate and Fee Schedule. If there are sufficient funds to cover some, but not all of your withdrawal, we may allow those withdrawals for which there are sufficient funds in any order at our discretion. We may refuse to allow a withdrawal in some situations, and will advise you accordingly; for example: (1) a dispute between account owners (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; (5) you fail to repay a Credit Union loan on time. We may require you to give written notice of seven (7) days to sixty (60) days before any intended withdrawals. We may limit the dollar amount or the number of transfers from your account. Please consult the Truth-in-Savings Disclosures or your Electronic Funds Transfer Agreement and Disclosure.

### 14. Investment Certificate Accounts

Any time deposit, term share, share certificate, or investment certificate account allowed by state law (Certificate Account), whichever we offer, is subject to the terms of this Agreement, the Truth in Savings Disclosure, Rate and Fee Schedule and Account Deposit Receipt for each account the terms of which are incorporated herein by reference.

### 15. Checking Accounts

These accounts consist of a transaction sub account and a savings sub account. Funds not routinely needed to pay debits may be transferred to a savings sub account. We may periodically transfer funds between these two accounts. If your account is dividend bearing, your dividend, your dividend calculation will remain the same. Otherwise, the savings sub account will be non-dividend bearing. The savings sub account will be governed by the rules governing our other savings account indicated within this Agreement. This process will not affect your available balance, the dividends you may earn, NCUA protection insurance, your monthly statement, or any other features of these accounts.

### 16. Overdrafts

**A. General Overdraft Liability.** If on any day, the available balance in your account is not sufficient to pay the full amount of an item, transaction, or fees, posted to your account, we may return the item or pay it in accordance with our overdraft procedures and the terms of this Agreement. The Credit Union's determination of an insufficient available account balance may be made at any time between presentation and the Credit Union's midnight MST deadline with only one review of the account required. We do not have to notify you if your account does not have a sufficient available balance to pay items, transactions, or fees.

Your account may be subject to a fee each time an item is presented against your account when you lack sufficient available funds to pay the transaction regardless of whether we pay or return the item. If we pay an item that overdraws your account, you are liable for and agree to pay the overdraft amount and an overdraft fee immediately. If we do not pay the check or item we will return it unpaid and you agree to pay, if applicable, a return item fee. These fee amounts are as set forth in the Rate and Fee Schedule. We may charge a fee each time an item is submitted or resubmitted for payment. Therefore, you may be assessed more than one fee as a result of a returned check or item and a subsequent resubmission of the same returned item.

By paying any overdraft, we do not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time without notice. If we pay a check or impose a fee that would otherwise overdraw your account, you agree to pay the overdraft amount immediately, including any fee assessed. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any midnight deadline limits.

**B. Overdraft Protection Plan.** If we have approved an overdraft protection plan for your account, we will honor checks drawn on insufficient available funds by transferring funds from another account under this Agreement or a loan account, as you have directed, or as required under the Credit Union's overdraft protection policy. The fee for overdraft transfers, if any, is set forth on the Rate and Fee Schedule. This Agreement governs all transfers, except those governed by agreements for loan accounts.

**C. TruCourtesy Pay Program.** You may be eligible for our TruCourtesy Pay Program ("Program"). This Program allows us to cover certain transactions on your checking account that exceed your available balance up to \$1,500, which will include any and all related fees. Subject to the restrictions set forth below, eligible items will include checks, ACH pre-authorized debits, and online Bill Payment or external transfer transactions initiated online. ATM withdrawals or transfers, debit card or point of sale transactions can be covered once you explicitly opt-in. Program coverage will specifically not apply to Telephone Banking or Online Banking transactions, or any deficiency arising from the imposition of TruWest service charges, or when account or member eligibility is in question. This list is not all-inclusive and additional standard exclusions may be adopted by the Credit Union at any time. If approved for this Program, an item or transaction presented against insufficient available funds may be paid by us and a fee will be imposed. You will be charged a fee as set forth in our Rate and Fee Schedule. For consumer accounts, there is a maximum of two (2) paid TruCourtesy Pay fees per processing day that will be charged. We will not charge a TruCourtesy Pay fee if a consumer account is overdrawn by \$20.00 or less. These exceptions do not apply to business accounts, and are subject to change without notice. This Program is not a line of credit, and a deposit to cover the item(s) paid and related fees will be immediately due the Credit Union. Any deposit made will be applied to any overdrawn balance first.

Member eligibility and service continuance requirements for this non-contractual member program, and the dollar limits assigned, are completely discretionary. At any time, the Credit Union may revise the Program and eligibility requirements, and increase, decrease or terminate the limit established without advance notice to you. However, general eligibility requirements are as follows: (a) you have been a member for at least 60 days; (b) you are a member in good standing; (c) checking account opened and properly maintained; (d) the primary member must be 18 years of age or older; (e) no legal or administrative orders, levies or restraints on the account; (f) the account is not maintained on behalf of a deceased member or his/her estate; (g) you continue to deposit funds and maintain your account in an acceptable manner; (h) your checking account is not consistently overdrawn; (i) you maintain a positive balance at least once every thirty (30) days; (j) you are not delinquent on any loan(s) with the Credit Union, either currently existing or written off in the past and not recovered; (k) you are not a party to any bankruptcy proceeding; (l) you have no derogatory information reported under your name or taxpayer identification number by consumer reporting agency, as may be periodically verified; and (m) there is no apparent improper, suspicious or abusive activity on the account. Continued utilization of this service will constitute acceptance of any changes made to the Program by the Credit Union, unless specific notice is required by law.

If approved for this Program, eligible members desiring an additional Overdraft Protection Plan may also utilize one other overdraft plan. If another Overdraft Protection Plan is in place, the TruCourtesy Pay Program will only be used after your overdraft protection plan coverage has been exceeded or become unavailable, as applicable.

We may refuse to pay an overdraft for you at any time, even though your account is in good standing and even though we may have previously paid overdrafts for you. The TruCourtesy Pay Program does not constitute an actual or implied agreement between you and the Credit Union, nor does it constitute an actual or implied obligation of or by the Credit Union. This Program is a purely discretionary courtesy or privilege that the Credit Union may provide from time to time and withdraw at will. We will not be liable for damages, including, but not limited to, consequential damages, for checks or other items we return unpaid. Checks will be returned to the presenting bank when your Program limit is depleted.

If you have been notified that this Program will apply to your account and you do not wish to utilize it, you may at any time withdraw from the Program by notifying the Credit Union. Please request and complete an opt-out form available at any branch office, or telephone us to request a form be mailed or emailed to you.

**D. How Transactions are Posted to Your Account.** This section explains generally how and when we post transactions to your checking account.

**Credits.** Deposits are generally added to your account when we receive them. However, in some cases when you deposit a check, the full amount of the deposit may not be available to you at the time of deposit. Please refer to the Funds Availability Policy for further details regarding the timing and availability of funds from deposits.

**Debits.** There are several types of debit transactions. Common debit transactions are generally described below. Keep in mind that there are many ways transactions are presented for payment by merchants, and we are not necessarily in control of when transactions are received.

- **Checks.** When you write a check, it is processed through the Federal Reserve system. We receive data files of cashed checks from the Federal Reserve each day. The checks drawn on your account are compiled from these data files and paid each day. We process checks from low to high dollar value.

- **ACH Payments.** We receive data files every day from the Federal Reserve with Automated Clearing House (ACH) transactions. These include, for example, automatic bill payments you have authorized. ACH transactions for your account are posted throughout the day in the order of receipt in the data file.

- **PIN-Based Debit Card Purchase Transactions.** These are purchase transactions using your debit card for which a merchant may require you to enter your personal identification number (PIN) at the time of sale. They are processed through a PIN debit network. These transactions are similar to ATM withdrawal transactions because the money is usually deducted from your account immediately at the time of the transaction. However, depending on the merchant, a PIN-based transaction may not be immediately presented for payment.

- **Signature-Based Debit Card Purchase Transactions.** These are purchase transactions using your debit card that are processed through a signature-based network. Rather than entering a PIN, you typically sign for the purchase; however, merchants may not require your signature for certain transactions. Merchants may seek authorization for these types of transactions. The authorization request places a hold on funds in your account when the authorization is completed. The "authorization hold" will reduce your available balance by the amount authorized but will not affect your actual balance. The transaction is subsequently processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after the transaction, depending on the merchant and its payment processor. These payment requests are received in real time throughout the day and are posted to your account when they are received.

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

This is a general description of certain types of transactions. These practices may change, and we reserve the right to pay items in any order we choose as permitted by law. The order in which we process checks, drafts, or items, and execute other transactions on your account may affect the total amount of overdraft fees that may be charged to your account. Please contact us if you have questions about how we pay checks or drafts and process transfers and withdrawals.

**E. Understanding Your Account Balance.** Your account has two kinds of balances: the actual balance and the available balance. Your actual balance reflects the full amount of all deposits to your account as well as payment transactions that have been posted to your account. Your actual balance does not reflect checks you have written and are still outstanding or debit card transactions that have been authorized but are still pending. Your available balance is the amount of money in your account that is available for you to use. Your available balance is your actual balance less: (1) holds placed on deposits pursuant to our Funds Availability Policy; (2) holds on debit card or other transactions that have been authorized but are not yet posted; and (3) any other holds, such as holds related to pledges of account funds and minimum balance requirements, levies, or to comply with court orders. Overdrafts will be determined based on the "available balance" in your account at the time of presentation for payment (not at authorization). Transactions may not be presented in the order which they occurred and the order in which items are received and processed may affect if an overdraft occurs. You may check your available balance online by logging in at [truwest.org](http://truwest.org), at an ATM, via TruWest mobile app, by visiting a credit union branch or by calling us at 1 (855) 878-9378. We may decline

payment of any item that is drawn against a balance that is subject to an authorization hold (i.e. insufficient available balance). You are responsible for keeping a record and closely tracking the transactions in your account so that you maintain a sufficient available balance to cover all transactions until they are posted to your account.

## 17. Postdated and Stale Dated Checks

We may pay any check without regard to its date unless you notify us of a postdating. The notice must be given to us in time so that we can notify our employees and reasonably act upon the notice and must accurately describe the check, including the exact number, date, and amount. You understand that the exact information is necessary for the Credit Union's computer to identify the check. We are not responsible if you give us an incorrect or incomplete description, or unfriendly notice. You may make an oral notice which lapses in fourteen (14) calendar days unless confirmed in writing. A written notice is effective for six (6) months and may be renewed in writing from time to time. You agree not to deposit checks, drafts, or other items before they are properly payable. We are not obligated to pay any check drawn on your account which is presented more than six (6) months past its date.

## 18. Stop Payment Orders

**A. Stop Payment Order Request.** You may request a stop payment order on any check drawn on your account. To be binding an order must be dated, signed, and describe the account and check number and the exact amount. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the number of the account, number of the check, and its exact amount. You understand that the exact information is necessary for the Credit Union to identify the check. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the check. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the check. If we recredit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the check and to assist us in any legal action.

Stop payment orders for preauthorized debit transactions from your account are governed by Regulation E. Please refer to the Electronic Fund Transfers Agreement and Disclosure for rules regarding stop payments on preauthorized debit transactions.

**B. Duration of Order.** You may make an oral stop payment order which will lapse within fourteen (14) calendar days unless confirmed in writing within that time. A written stop payment order is effective for six (6) months and may be renewed in writing from time to time. We do not have to notify you when a stop payment order expires.

**C. Liability.** Fees for stop payment orders are set forth on the Rate and Fee Schedule. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages or claims related to our refusing payment of an item, including claims of any joint account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

## 19. Credit Union Liability

If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if, for example: (1) your account contains insufficient available balance for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearing house rules, and general financial institution practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Account Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.

## 20. Remotely Created Checks or Drafts.

For purposes of this paragraph, "account" means a transaction account, credit account, or any other account on which checks or drafts may be drawn. A remotely created check or draft is a check or draft created by someone other than the person on whose account the check or draft is drawn. A remotely created check or draft is generally created by a third party payee as authorized by the owner of the account on which the check or draft is drawn. Authorization is usually made over the telephone or through online communication. The owner of the account does not sign a remotely created check or draft. In place of the owner's signature, the remotely created check or draft usually bears a statement that the owner authorized the check or draft or bears the owner's printed or typed name. If you authorize a third party to draw a remotely created check or draft against your account, you may not later revoke or change your authorization. It is your responsibility to resolve any authorization issues directly with the third party. We are not required to credit your account and may charge against your account any remotely created check or draft for which the third party has proof of your authorization.

## 21. Credit Union Lien and Security Interest

If you owe us money as a borrower, guarantor, endorser or otherwise, we have a statutory lien on the account funds in any account in which you have an ownership interest, regardless of the source of the funds, unless prohibited by law. When you fail to repay money you owe us, we may apply these funds, without further notice to you, in any order to pay off your indebtedness. By not enforcing a lien, we do not waive our right to enforce it later. In addition, you grant the Credit Union a consensual security interest in your accounts and we may use the funds from your accounts to pay any debt or amount now or hereafter owed the Credit Union, except for obligations secured by your principal residence, unless prohibited by applicable law. All accounts are nonassignable and nontransferable to third parties.

## 22. Legal Process

If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

## 23. Account Information

Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except: (1) when it is necessary to complete a transaction; (2) when the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) when such disclosure complies with the law or a government agency or court order; (4) as disclosed in our Notice of Your Financial Privacy Rights; or (5) when you give us written permission.

## 24. Notices

**A. Name or Address Changes.** You are responsible for notifying us of any address or name change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. A notice of change in address and name must be provided to us in writing. We reserve the right to require other notices from you be provided in writing. If we attempt to locate you, we may impose a service fee as set forth on the Rate and Fee Schedule.

**B. Notice of Amendments.** Except as prohibited by applicable law, we may change the terms of this Agreement. We will notify you of any changes in terms, rates, or fees as required by law. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to future enforcement.

**C. Effect of Notice.** Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is provided electronically or deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address and will be effective whether or not received by you. Notice to any account owner is considered notice to all account owners.

**D. Electronic Notices.** If you have agreed to receive notices electronically, we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.

## 25. Electronic Signature

You understand and agree that your electronic consent is your electronic signature which specifically records your signature and assent to the Membership and Account Agreement and related account opening disclosures and agreements constitutes your agreement to the terms and conditions of the Membership and Account Agreement and related account opening disclosures and agreements. You agree your electronic signature captured and stored as an image by this electronic means shall be sufficient to evidence of your assent to be contractually bound by the Agreement and related account opening disclosures and agreements and shall constitute a valid signature for purposes of any provision of this Agreement.

## 26. Taxpayer Identification Numbers and Backup Withholding.

You agree that we may withhold taxes from any dividends or interest earned on your account as required by federal, state or local law or regulations. Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may suspend opening your account, or, if applicable, we may close your account.

## 27. Statements

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

**B. Examination.** You are responsible for examining each statement and reporting any irregularities to us. We will not be responsible for any forged, altered, unauthorized or unsigned items drawn on your account if: (1) you fail to notify us (regarding any forgery, alteration or unauthorized signature on any item) within thirty (30) days of the date we mailed or provided the earliest statement on which such item is described; or (2) any items are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine. You also agree to report to us any fee, charge, or transaction, that you believe was not authorized before you bring any legal action to challenge any such fee, charge, or transaction.

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

**D. Address.** If we mail you a statement, we will send it to the last known address shown in our records. If you have requested to receive your statement electronically, we will send the statement or notice of statement availability to the last e-mail address shown in our records.

## 28. Inactive Accounts

If your account falls below any applicable minimum balance and/or you have not made any transactions over a period specified in the Rate and Fee Schedule during which we have been unable to contact you by regular mail, we may classify your account as inactive or dormant. Unless prohibited by applicable law, we may charge a service fee set forth on the Rate and Fee Schedule for processing your inactive account. If we impose a fee, we will notify you, as required by law, at your last known address. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with



you within the period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

### **29. Special Account Instructions**

You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. Account changes requested by you, or any account owner, such as adding or closing an account or service, must be evidenced by a signed Account Change form and accepted by us.

### **30. Termination of Account**

We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if, for example: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; or (7) we reasonably deem it necessary to prevent a loss to us (8) as otherwise permitted by law. A member's share savings account can only be closed by the primary owner. To terminate another account(s), you must provide written notice to the Credit Union. Drawing an account balance to zero (by check or other withdrawal) does not constitute written notice. We reserve the right to require the consent of all owners to terminate a joint account. We are not responsible for payment of any check, withdrawal, or other item after your account is terminated, however, if we pay an item after termination, you agree to reimburse us.

### **31. Termination of Membership**

A member may terminate membership by giving us notice. You may be denied services or expelled for any reason allowed by applicable law, including causing a loss to the Credit Union. We may restrict account access and services without notice to you when your account is being misused; you have demonstrated conduct which is abusive in nature; as outlined in any policy we have adopted regarding restricting services; or as otherwise permitted by law.

### **32. Death of Account Owner**

We may continue to honor all transfer orders, withdrawals, deposits and other transactions on an account until we are notified of a member's death. Once we are notified of a member's death, we may pay checks or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the checks or other items. We may require anyone claiming a deceased owner's account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.

### **33. Unlawful Internet Gambling and Other Illegal Activities**

You agree that you are not engaged in unlawful internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful internet gambling or other illegal activities.

### **34. Severability**

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

### **35. Enforcement**

You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable

attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

### **36. Governing Law and Limitations of Actions.**

This Agreement is governed by the Credit Union's Bylaws, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state in which the Credit Union's main office is located, and local clearing house rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located. You further agree that any claim that is based on or arises out of this Agreement, any prior version of this Agreement, or any future version of this Agreement, must be brought within one year from the date any claim accrues.

### **37. Monitoring and Recording Communications.**

We may monitor and record communications between you and us, including telephone conversations, electronic messages, electronic records, or other data transmissions that affect your accounts or other products and services. Except as otherwise prohibited by applicable law, you agree we may monitor and record such communications without your approval or further notice to you.

### **38. Consent to Contact**

By signing or otherwise authenticating an account card or account application, you agree we and/or our third-party providers, including debt collectors, may contact you by telephone or text message at any telephone number associated with your account, including wireless telephone numbers (i.e. cell phone numbers) which could result in charges to you, in order to service your account or collect any amounts owed to us, excluding any contacts for advertising and telemarketing purposes as prescribed by law. You further agree methods of contact may include use of pre-recorded or artificial voice messages, and/or use of an automatic dialing device. You may withdraw the consent to be contacted on your wireless telephone number(s) at any time by providing written notice to us at TruWest Credit Union, Attn: Collections Department, P.O. Box 3489, Scottsdale, AZ 85271. If you have provided a wireless telephone number(s) on or in connection with any account, you represent and agree you are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and have the authority to give this consent. Furthermore, you agree to notify us of any change to the wireless telephone number(s) which you have provided to us.

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

### **39. Arbitration and Class Action Waiver Agreement**

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

**B. Agreement to Arbitrate Disputes.** Either You or We may elect, without the other's consent, to require that any past, present, or future dispute between us concerning Your Deposit Accounts (share accounts) and the electronic financial services related to your Accounts be resolved by binding arbitration, except for those disputes specifically excluded below. This Arbitration Agreement and any arbitration conducted under it are governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and are not subject to any state law related to arbitration.

**C. Disputes Covered by Arbitration.** Claims or disputes between you and us arising out of or relating to your Deposit Account(s), transactions involving your Deposit Account(s) and any related electronic financial service with us are subject to arbitration. Electronic financial services

include online and mobile account access, bill pay, telephone access, and any other electronic service provided pursuant to our Electronic Funds Transfer Agreement and Disclosures or through separate disclosures which may be electronic product specific. Any claims or disputes arising from or relating to this agreement, any prior account agreement between us, any advertising, the application for, or the approval or establishment of your account are also included. Disputes include not only claims made directly by You, but also made by anyone connected with You or claiming through You, such as a joint account holder, account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. 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".

**D. Disputes Not covered by Arbitration.** Both you and we have the right to pursue a Claim in state court instead of arbitration for claims related to our collection of any negative balance or amounts you owe us under our Membership and Account Agreement, including but not limited to: fraud, counterfeit items and any unpaid account obligations. This exception applies if the Claim is in that court's jurisdiction and proceeds on an individual basis. Also, arbitration will not apply to Your Account as long as You are an active duty Service Member. Otherwise, this Agreement to arbitrate will apply without limitation, regardless of whether 1) your account is closed; 2) you pay us in full any outstanding debt you owe; or 3) you file for bankruptcy.

**E. 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 you and we both agree, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction), whether or not the claim may have been assigned.

**F. Arbitration Procedures.** The arbitration must be filed with one of the following neutral arbitration forums and must follow its rules and procedures for initiating and pursuing an arbitration:

American Arbitration Association 1-800-778-7879 (toll-free) www.adr.org	JAMS 1-800-352-5267 (toll free) www.jamsadr.com
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The arbitration shall take place in the federal district in which you reside, or in which you entered into this Agreement. The arbitration shall be decided by a single, neutral arbitrator selected in accordance with the rules of the arbitration forum. The arbitrator shall follow procedures and rules of the arbitration forum in effect on the date the arbitration is filed unless those rules and procedures are inconsistent with this arbitration provision, in which case this arbitration provision will prevail. You or we may choose to have a hearing and be represented by counsel. Judgment on the arbitration award may be entered by any court of competent jurisdiction. We will not reimburse any fees if the arbitrator determines that your claim or dispute was frivolous or baseless. Each party shall be responsible for its own attorney fees in any arbitration unless the arbitrator awards attorney fees under applicable law or agreement.

**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 our federal statutory lien; our right of set-off; the right to restrain funds in an account; to interplead funds in the event of a dispute; to exercise any security interest we may hold in property; 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. 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 your initial Account opening or the receipt of this notice, whichever is later. To opt out, send us written notice including the following information: (i) Your written notice must include: your name, as listed on your account,

your account number, and a statement that you reject the Resolution of Disputes by Arbitration provision, and (ii) You must send Your written notice to Us at the following address: TruWest Credit Union, P.O. Box 3489, Scottsdale, AZ 85271 Attn: Member Services.

**I. Acceptance of Arbitration and Class Action Waiver.** By your receipt of our notice and a copy of this Binding Arbitration and Class Action Waiver Agreement, your decision not to reject this Agreement and as confirmed by your continued use of your Account, you agree to be bound by the above Disputes Covered by Arbitration provision for all of your Accounts and effective immediately your Accounts will be bound by this Arbitration and Class Action Waiver Agreement. This Arbitration & Class Action Waiver Agreement will survive the termination or amendment of your Deposit Account or Electronic Funds Transfer Agreement, or any related agreements or disclosures. You agree we may amend this Agreement with notice of changes provided to you, but no amendment shall change or revoke any prior acceptance of or opt-out from this Arbitration and Class Action Waiver Agreement.

# Electronic Funds Transfer Agreement And Disclosure

This Electronic Funds Transfer Agreement covers your and our rights and responsibilities concerning the electronic funds transfer ("EFT") services offered to you by TruWest Credit Union ("Credit Union"). Electronic funds transfers are electronically initiated transfers of money from your account through the EFT services described below.

## I. EFT Services

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

**A. ATM Cash Card.** If approved, you may use your Card and PIN (Personal Identification Number) in automated teller machines (ATMs) of the Credit Union, Visa, CO-OP, Plus and ACCEL networks, and such other machines or facilities as the Credit Union may designate. At the present time, you may use your Card to:

- Make deposits to your share savings and checking accounts.
- Obtain balance information for your share savings and checking accounts.
- Make certain loan payments from your share savings and checking accounts.
- Some functions may be limited at non-proprietary ATMs.
- Access your Personal Line of Credit account.
- Transfer funds from your share savings and checking accounts.
- Withdraw funds from your share savings and checking accounts.

The following limitations on the frequency and amount of ATM transactions may apply:

- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- You may make withdrawals up to a maximum of \$500.00 or fifteen (15) transactions per day, whichever is first.

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

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

your checking account. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your Account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your Card and PIN (Personal Identification Number) in ATMs of the Credit Union, Plus, VISA, CO-OP, and ACCEL networks, and such other machines or facilities as the Credit Union may designate. At the present time, you may also use your Card to:

- Make deposits to your share savings and checking accounts.
- Transfer funds from your share savings and checking accounts.
- Obtain balance information for your share savings and checking accounts.
- Make certain loan payments from your share savings and checking accounts.
- Access your Personal Line of Credit account.
- Make POS (Point-of-Sale) transactions with your Card and PIN (Personal Identification Number) to purchase goods or services at merchants that accept Visa.
- Order goods or services by mail, Internet or telephone from places that accept Visa.
- Some functions may be limited at non-proprietary ATMs; features may be limited to POS only, according to merchant.
- Withdraw funds from your share savings and checking accounts.

The following limitations on the frequency and amount of Visa Debit Card transactions may apply:

- You may make 15 Debit Card purchases per day.
- You may purchase up to a maximum of \$3,500.00 per day.
- You may make 15 cash withdrawals in any one (1) day from an ATM machine.
- You may withdraw up to a maximum of \$500.00 in any one (1) day from an ATM machine, if there are sufficient funds in your account.
- You may make 15 POS transactions in any one (1) day.
- You may purchase up to a maximum of \$3,500.00 from POS terminals per day, if there are sufficient funds in your account.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- If you incur a charge in a currency other than U.S. dollars, the charge will be converted into the US dollar amount. Please see the Foreign Transactions section below. Also, transactions in certain countries may be blocked and will require a manual or verbal authorization for approval. Please check with us prior to departure to determine if your destination country is affected. However, the right to deny such transactions is within our sole discretion and affected countries may change at any time.

**C. Telephone Banking.** A separate Access Code will be assigned to you for Telephone Banking. You must use your Access Code along with your member number to access your accounts. At the present time you may use Telephone Banking to:

- Transfer funds from your share savings, checking, money market accounts and personal credit lines.
- Obtain balance information for your share savings, checking, money market, investment certificate accounts, consumer loans and Visa credit card.
- Make loan payments from your share savings, checking and money market accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on share savings, checking, money market and investment certificates accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Place a Stop Payment.

Your accounts can be accessed through Telephone Banking via a touch tone telephone only. Telephone Banking service will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for data processing. The following limitations on Telephone Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us

to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each telephone call.

#### **D. Preauthorized EFTs.**

- **Direct Deposit.** Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your share, savings, checking and money market account.
- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from certain share, savings, checking, and money market accounts.
- **Stop Payment Rights.** If you have arranged in advance to make regular electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made.
- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages, to the extent provided by law.

**E. Electronic Check Conversion/Electronic Returned Check Fees.** If you pay for purchases or bills with a check, you may authorize your check to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic funds transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

**F. Online Banking.** If we approve Online Banking for your accounts, a separate password will be assigned to you. You must use your User ID along with your password to access your accounts. At the present time, you may use Online Banking to:

- Withdraw funds from your share, savings, checking and money market accounts.
- Transfer funds from your share, savings, checking and money market accounts.
- Obtain balance information for your share, savings, checking, money market and investment certificate accounts.
- Access your line(s) of credit and VISA account.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on share, savings, checking, money market and investment certificate accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Obtain negotiated check images.

Your accounts can be accessed under Online Banking via personal computer. Online Banking will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each access. The following limitations on Online Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you

may make in any one day.

- Additional information and limitations, including cut-off times, are set forth within the Credit Union's Service Agreement for Online Banking Services and related user instructions. These materials will be available to you online at the time you request services.

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

- Transfer funds from your share, checking, credit card, HELOC, and Personal Credit Line accounts.
- Obtain balance information for your share, checking, loan, money market, investment certificate, and credit card accounts.
- Make loan payments from your share and checking accounts.

Your accounts can be accessed under Mobile Banking via mobile device or other approved access device(s). Mobile Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Mobile Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.

**H. Bill Payment.** If we approve Bill Payment services for your account, you may pay your bills electronically, and have your recurring bills paid automatically. We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete.

We will withdraw the designated funds from your checking account for bill payment transfer by the designated cut-off time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you are scheduled for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

- There is no limit on the number of bill payments per day. However, you may not use Bill Payment services to (a) pay taxes or make other payments to governmental agencies, (b) pay court-directed alimony or support or (c) make payments to payees outside of the United States or U.S. territory.
- Additional information and limitations, including cut-off times and vendor information are set forth within the Credit Union's Service Agreement for Online Banking Services and related user instructions. These materials will be available to you online at the time you request services.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each access.

## 2. Conditions of EFT Services

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

Card or account to another person.

**B. Honoring the Card.** Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

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

A fee of up to 1.00% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all multiple currency foreign transactions, including purchases, cash withdrawals and credits to your account. A fee of 0.80% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all single currency foreign transactions, including purchases, cash withdrawals and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates. Transactions completed by merchants outside of the United States are considered foreign transactions, regardless of whether you are located inside or outside the United States at the time of the transaction.

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

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

## 3. Fees and Charges

There are certain fees and charges for electronic funds transfer services. For a current listing of all applicable fees and charges, see our current fee disclosure document that was provided to you at the time you applied for or requested these electronic services. From time to time, the fees and charges may be changed. We will notify you of any changes as required by applicable law.

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

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

## 4. Member Liability

You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your Card or your access code, you

are responsible for any transactions they authorize or conduct on any of your accounts.

TELL US AT ONCE if you believe your Card and/or access code has been lost or stolen or if you believe someone has used your Card or access code or otherwise accessed your accounts without your authority, or, if you believe that an electronic fund transfer has been made without your permission, using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft protection plans). If a transaction was made with your card or card number without your permission and was a Visa transaction, you will have no liability for the transaction, unless you were fraudulent or negligent in the handling of your account or card.

For all other EFT transactions involving your card or access code, including if you were negligent in the handling of your account or card, your liability for an unauthorized transaction is determined as follows:

- If you tell us within two (2) business days after you learn of the loss or theft of your card or access code, you can lose no more than \$50.00 if someone used your Card or code without your permission.
- If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card or access code, and we can prove we could have stopped someone from using your Card or access code without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, including those made by card, access code, or other means tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time.

If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

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

(480) 441-5900 in AZ  
(512) 996-4000 in TX  
1 (855) 878-9378 toll free

or write to:

TruWest Credit Union,  
Attn: Settlement  
PO Box 3489  
Scottsdale, AZ 85271

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

## 5. Right to Receive Documentation

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

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

**C. Direct Deposit.** If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling (480) 441-5900 in AZ, (512) 996-4000 in TX or 1(855) 878-9378 toll free. This does not apply to transactions occurring outside the United States.

## 6. Account Information Disclosure

We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- If your account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with government agency or court orders;
- As disclosed in our Notice of Your Financial Privacy Rights Policy; or
- If you give us your written permission.

## 7. Business Days

Our business days are Monday through Friday, excluding holidays.

## 8. Credit Union Liability for Failure to Make Transfers

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

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

## 9. Notices

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

The following information is a list of safety precautions regarding the use of ATMs.

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM is used after dark.
- Close the entry door of any ATM facility equipped with a door.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
- Refrain from displaying your cash at the ATM. 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, consider using another ATM or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your Card 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 ATM Card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.

## 10. Billing Errors

In case of errors or questions about electronic funds transfers from your share, savings, checking and money market accounts, or if you need information about a transfer on the statement or receipt telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem appears.

Call us at:  
**(480) 441-5900 in AZ**  
**(512) 996-4000 in TX**  
**1 (855) 878-9378 toll free**

or write to:

**TruWest Credit Union,**  
**Attn: Settlement**  
**PO Box 3489**  
**Scottsdale, AZ 85271**

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

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

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

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

\* If you give notice of an error within thirty (30) days after you make the first deposit to your account, we will have twenty (20) business days instead of ten (10) business days to investigate the error.

\*\* If you give notice of an error within thirty (30) days after you make the first deposit to your account, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the U.S. its possessions and territories, we will have ninety (90) days instead of forty-

five (45) days to investigate the error. Additionally, for errors occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to credit your account.

## 11. Termination of EFT Services

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

## 12. Governing Law

This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Arizona and local clearinghouse rules, as amended from time to time. Without waiver of the right to compel arbitration (as described above), any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

## 13. Enforcement

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

# Funds Availability Policy

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

## 1. General Policy

Our policy is to make funds from your cash and check deposits available to you on the next business day after we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 6:00 p.m. within our facilities or through our ATM on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 6:00 p.m. through our ATM or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

## 2. Reservation of Right to Hold

In some cases, we will not make all of the funds that you deposit by check available to you on the next business day after we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$225.00 of your deposit will generally be available on the first business day after the day of your deposit (subject to exceptions in the following paragraphs). If we are not going to

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

### **3. Longer Delays May Apply**

We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You re-deposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of communications or computer equipment.

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

### **4. Special Rules for New Accounts**

If you are a new member, the following special rules will apply during the first 30 days your account is open.

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

### **5. Deposits at ATMs**

Funds from any check deposits made at automated teller machines (ATMs) will not be available until the second business day after the date of your deposit.

### **6. Shared Branching Deposits**

Deposits made at CU Service Centers (Shared Branching) may be delayed; however, the first \$225 from any deposit will be available by the first business day after the day of your deposit. The remaining funds will be available by the second or seventh business day after the day of your deposit. Please see section 2 and 3 above. CU Service Centers are following our policy in placing these holds, and can inform you whether a hold has been placed.

### **7. Foreign Checks**

The Credit Union does not process checks drawn on financial institutions located outside the U.S. (foreign checks). Foreign checks are exempt from the policies outlined in this disclosure. Only foreign checks payable through a U.S. bank with routing numbers and payable in U.S. dollars will be available subject to the Funds Availability Policy.



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