



PO Box 15950
Lenexa, KS 66285-5950
800.892.7957
CommunityAmerica.com

MEMBERSHIP AND ACCOUNT AGREEMENT

This agreement (the "Agreement") covers the rights and responsibilities of both parties concerning accounts We offer. In this Agreement, the words "You" and "Yours" mean anyone who signs a Membership and Account Application ("Membership Application"), Account Card, Account Update or Change Card, or similar document (collectively referred to as "Account Card"), or is a successor in interest to anyone that signed a Membership Application or Account Card that continues to use an Account. The words "We," "Us," and "Our" mean CommunityAmerica Credit Union (the "Credit Union"). The word "Account" means any one or more Share (defined below) or other deposit Accounts You have with Us. The word "Savings" means any Share Account (defined below) You have with Us. The word "Checking" means any Share draft Account You have with Us. "Overdraft Disclosures" means Our written overdraft policies and procedures, including the documents entitled, "What You Need to Know About Overdraft Fees" and the Credit Union's "Overdraft Disclosures".

This Agreement explains the rules governing Your membership and Accounts with Us. It is supplemented by the other agreements that You enter into when You open Your Accounts, such as the Funds Availability Policy and the Electronic Funds Transfer Agreement and Disclosures, the Overdraft Disclosures, and others. All Your agreements and transactions with Us are also governed by various applicable Federal and State laws and regulations. It is the intent of this Agreement to provide disclosures that We are required by law to give You; to vary by agreement certain aspects of certain transactions that are permitted by law to be varied; and to establish terms and conditions of certain transactions that are not governed by any particular law or regulation.

By signing the Account Card or by continuing to use the Accounts and services provided by Us, each of You, jointly and severally, agree to the terms and conditions in this Agreement, the Account Card, the Fee Schedule, any Account Receipt or similar document, and Certificate, Certificate Summary or similar document, Our bylaws ("Bylaws") and policies, and any amendments to these documents from time to time which collectively govern Your Accounts. All such documents are hereby incorporated by reference as if fully set forth herein.

Suspension of electronic services and access to Share or deposit Accounts. Subject to applicable law, We may suspend some or all electronic services and access to Your Checking or other Account(s) if You become delinquent on any of Your loan or deposit obligations to Us, You cause a loss to Us, or You engage in any activity that we reasonably believe is illegal or suspicious. We shall not be liable to You in any regard in connection with such suspension of services.

APPLYING FOR MEMBERSHIP AND OPENING ACCOUNTS

Membership Eligibility; Application. To open accounts at the Credit Union, You must qualify under Our approved field of membership and otherwise meet the membership requirements. This includes an initial deposit of an amount equal to one Share in the Credit Union, which amount is set forth on the Account Card, and maintaining at least that amount, in Your primary Savings Account or other qualifying Account. Your membership will terminate if You close this Account. You agree to complete a Membership Application and 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, loans, and services You request and for other accounts, products, or services We may offer You or for which You may qualify. You also authorize Us to use and rely upon information obtained by any third party, including any credit reports from credit reporting agencies obtained by any third party, wage and employment information, and other personal or financial information collected or obtained by any other third party. From time-to-time, We may need You to furnish additional information about You or about activities associated with Your Accounts, products, or services used by You to ensure that such activity is permissible and in compliance with Federal, State, and local laws and regulations. Your failure to timely furnish this information when We request it may result in the suspension or termination of Your Accounts, products, and services and the termination of Your membership with Us.

The Credit Union is owned and controlled by its members. You become an owner by meeting the membership eligibility requirements and by depositing the required Shares. Upon qualifying as a member and remaining in good standing, You have certain rights as governed by this Agreement, Our By-laws, and applicable law, including the right to apply for Credit Union services and accounts and to vote in elections. You are entitled to one vote regardless of the number of Shares You own. Shares may be issued in the name of an individual, jointly, or in other ways (e.g. in trust, or in the name of a minor) in accordance with Our By-Laws and policies.

Member Identification Program. To help the government fight the funding of terrorism and money laundering activities, as well as to protect You from identity theft, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. This means that We will require You to provide, and We will verify, certain information about You when opening an account, in accordance with the requirements of the USA Patriot Act and the Bank Secrecy Act. This may include producing a government-issued picture ID. We may also ask for picture ID, passwords, personal identification numbers ("PINs"), or other means of identification and authentication whenever You initiate any transaction with Us. We may refuse to open any account or to grant any request if You fail to provide adequate identifying or authenticating information, or We have a good-faith cause to believe that You are not the person You are purporting to be or are otherwise not authorized to open the account or initiate the transaction, and We will not be liable for any loss or expense You may incur due to Our refusal. For identification purposes, We may also require You to provide Your fingerprints at the time of account opening or at the time You negotiate certain checks.

You will also be required to provide a taxpayer identification number ("TIN"), such as a social security number ("SSN"), individual taxpayer identification number ("ITIN"), or adoption taxpayer identification number ("ATIN") to be used for this purpose and for subsequent regulatory reporting. We may also request from time to time, and You agree to provide, additional documentation depending

on the type of account or service requested. Failure to furnish a correct TIN or meet other requirements may result in backup withholding or Account closure. 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 refuse or suspend opening Your Account.

Consensual Pledge of Shares; Security Interest; Consensual Lien; Statutory Lien; Right to Set-off; Administrative Freeze: By signing the Account Card or any other deposit or loan agreement or similar document granting a pledge or security interest in Your Shares, and/or by accessing, using, or otherwise accepting any funds, accounts or services, You grant the Credit Union, and We impress, a lien on Your Shares in the Credit Union. You also grant the Credit Union a security interest in any Accounts You have with Us now and in the future to secure payment of any deposit obligations You owe now or in the future (e.g., overdrafts, fees, etc.) and any loan or credit card obligations You owe now or in the future, as well as any expenses We incur in connection with Your Accounts and services, including reasonable attorney’s fees.

"Shares" and "Share Accounts" means any and all funds, regardless of the source of those funds, in any joint or individual savings account(s), checking account(s), club, certificate, payable on death (“POD”), revocable trust, living trust, or custodial account(s) or any other account whether jointly or individually held and whether Your obligation under the Account(s) is direct, indirect, contingent or secondary and whether held now or in the future. Your pledge and Our lien rights do not include any Individual Retirement Account (“IRA”) or other account which would lose special tax treatment if pledged, or any irrevocable trust or fiduciary account in which You do not have vested ownership interest.

You understand and agree that these rights allow Us to apply the funds in Your Share Accounts to any obligations owed to Us if You default or fail to pay or satisfy any obligation to Us, and We can do so without any legal process, court proceeding or any notice to any owner of the Share Accounts affected hereunder or otherwise in this Agreement, unless applicable law so requires. You specifically agree that We have the right to place an administrative freeze on any of Your Share Accounts subject to applicable law, and such action shall not violate 11 USC 362 or other applicable law. You understand that these rights are multiple and We can exercise one or all of them pursuant to applicable law. Exercising one right does not waive the right to exercise others. Any payment to any joint owner, beneficiary, or other party for any reason shall be subject to Our security interest, consensual lien, and right to set-off.

You acknowledge and agree that We also have similar “statutory lien” rights in Your Shares under the Federal Credit Union Act and applicable State law, as well as the common law right to set-off and administrative freeze without prior notice unless prohibited by law. You agree to hold us harmless from any claim arising as a result of Our exercise of Our right to repayment.

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

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

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

CROSS-COLLATERALIZATION: Property and Shares given as security under any deposit, loan, or credit card accounts or services You have with the Credit Union will secure any and all obligations under such Accounts or services as well as any Account owner’s joint or individual obligations to Us, now or in the future, whether direct, indirect, contingent or secondary and arising from any loan or credit agreement, insufficient fund or overdraft items as determined by Our overdraft policies, fees, costs, expenses, reasonable attorney’s fees, or otherwise. This clause does not apply if State or Federal law prohibit such cross-collateralization against Your property.

CREDIT CARD ACCOUNTS: IF YOU HAVE A CREDIT CARD ACCOUNT WITH THE CREDIT UNION, YOU SPECIALLY AGREE THAT THE SECURITY INTEREST, CONSENSUAL LIEN, AND CROSS- COLLATERALIZATION CLAUSES ALSO APPLY TO THAT CREDIT CARD AND THAT GRANTING THESE RIGHTS TO US IS A CONDITION OF OBTAINING THE CREDIT CARD ACCOUNT.

TYPES AND OWNERSHIP OF ACCOUNTS

We offer a variety of deposit and transaction accounts for which You may apply, including savings, checking, and money market accounts which have no particular term or maturity date associated with them; and certificate accounts, which must be maintained for a particular amount of time. Requirements of the accounts such as term, minimum opening deposit or minimum balance requirements, fees, and penalties are set forth in detail in Your Truth-in-Savings Disclosure; Fee Schedule; this Agreement; and other agreements that You may have with Us. Ownership of the accounts may be held in a number of ways, such as individually, jointly, in trust, etc. Your Account type(s) and ownership features are designated on Your Account Card at the time You open the Account.

Not all accounts or services may be offered at any given time. We may occasionally offer enhancements or additional benefits to certain accounts or services or other features at no additional cost to You. These features are offered solely at Our discretion and can be changed or discontinued at any time with no prior notice to You.

The following describes the types of accounts that are generally available at the Credit Union. All accounts may not be offered or available at any given time.

Savings, Checking, and Money Market Accounts: You may open and close one or more Share or savings accounts, checking accounts, or money market accounts, and may periodically deposit and withdraw funds from those accounts via access methods made available to You from time to time, including, but not limited to, checks, Automated Teller Machine (“ATM”) Cards, debit cards, telephone, in person, on-line banking or internet, mobile banking, and electronic funds transfers (“EFTs”) such as Automated Clearing House (“ACH”), direct deposit, wire transfers, or preauthorized transfers. All transactions are subject to and in accordance with this Agreement and all other agreements You have with us.

Certificate Accounts: Certificate accounts have stated maturity dates, and funds in those accounts are subject to penalty if withdrawn prior to the maturity date. Exact terms of the particular account, such as maturity date; annual percentage yield; early withdrawal penalty fees; whether the account automatically renews; and other information will be provided at the time You open the Account, and afterwards if those terms change, or if we add or subtract terms. If You maintain sufficient funds in the Account for the full term in accordance with Your Agreements, at the end of the term We will pay You the principal amount You deposited, plus other amounts if applicable and in accordance with this Agreement. If You withdraw all or part of Your funds from this type of account before it matures, We will charge You an early withdrawal penalty. That penalty is generally deducted from the interest that has accrued on the Account but may be deducted from the principal, particularly if a sufficient amount of interest to pay the penalty has not accrued. We may at Our sole discretion grant You permission to withdraw funds early; if such permission is granted, it will be granted only at the time You request an early withdrawal.

Unless otherwise stated when You open the Account, an automatically renewing account shall renew at each maturity date for a period of time equal or similar to the original term and on the same or similar conditions as the original Account. The interest or dividend rate applicable to the renewal term shall be that rate that is applicable to new accounts on like terms in effect at the time the Account renews. You can prevent an automatic renewal by providing Us written instructions to the contrary or withdrawing funds on or within fifteen calendar (15) days after the maturity date. If funds are withdrawn within fifteen calendar (15) days after the maturity date, no penalty will be assessed. We may call an automatically renewing account for payment at the end of the original term or any renewing term, and any interest or dividends added to it for compounding will stop earning interest or dividends on the effective date of the call. If We call an automatically renewing account for payment and We are unable to reach You, You authorize and direct Us to deposit the proceeds into an Account you own with Us or open a deposit Account in Your name to hold the proceeds of the called account.

We will send You a notice on or before the maturity date of Your Account(s) advising You of the upcoming maturity date and the options available to You.

Beneficiary designations for Certificate Accounts may be made separately from the beneficiary or POD designations made for Your other Account(s). In the event that a Certificate Account does not have a joint owner or beneficiary designation upon Your death, the designations on Your other Account(s) will not control and Your Certificate Account will become an asset of your estate.

Club Accounts. Club accounts are deposit accounts that help You save for holidays, vacations, or other special purposes. At the end of the club period, the funds in the club Account may be automatically transferred to Your Share Savings Account.

IRA and Coverdell Education Savings Accounts. IRA accounts are individual retirement accounts and Coverdell ESA accounts are used to save for Your child’s college education. These accounts may be in the form of certificates, money market accounts, or other type of accounts. There may be restrictions on contributions, withdrawals, and other features of the accounts according to Federal law and guidelines. Funds may be tax deductible or tax-deferred. We do not provide tax advice. You should consult with a qualified tax advisor regarding any funds You may have in these types of accounts. You may be required to sign a separate agreement upon opening these accounts.

Interest- or Dividend-Bearing Accounts. Some of the accounts available earn interest or dividends while others do not. If the account is an interest- or dividend-bearing account, disclosures and terms regarding accrual, crediting, and compounding will be provided in the Fee Schedule or similar document at the time You open Your Account, and afterwards if those terms change, or if we add or subtract terms.

The following describes the types of ownership by which an account may be held.

Individual Accounts. An individual or single-party account is an Account owned by one person, including an individual, corporation, trust, or other organization qualified for Credit Union membership. If the Account owner dies, the owner’s interest passes to the decedent’s estate or POD beneficiary, subject to other provisions of this Agreement and applicable law. This is also the case for trust beneficiaries, except for individual Accounts with no joint owners or no named POD beneficiary. In that circumstance, the Account owner’s interest would only pass when directed by a court order or probate documents.

Joint or Multiple Party Accounts. An account owned by two or more persons is a multiple party account. Unless Your Account Card specifically states otherwise, multiple party accounts are held in joint tenancy with the right of survivorship. This means that You authorize and direct us to first, offset against the balance in the account for any amount due to us, and then second, You intend and agree that the remaining balance in the Account, if any, upon the death of any party to the Account, shall belong to the surviving owner(s). A surviving owner’s interest is subject to Our statutory lien rights, consensual lien rights, the right of set-off, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

We reserve the right to require all owners to sign the Account Card. Any and each owner is authorized and deemed to act for any other owner(s) and may instruct Us regarding transactions and other account matters. Each owner guarantees the signature of any other owner(s). Any owner may withdraw all funds, stop payment on items, transfer funds into or out of the Account, block or terminate any service or access device, or pledge to Us all or any part of the Shares without the consent or knowledge of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. If We receive notice of a dispute between owners or inconsistent instructions from them, We may act on any

or none of the instructions or, alternatively, We may suspend or terminate the Account and require a court order or written consent from all owners to act.

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

If a deposited item in a multiple party account is returned unpaid or an account is overdrawn as determined by the Overdraft Disclosures, or if We do not receive final payment on a transaction, all owners, jointly and severally, are liable to Us for the amount of the returned item, overdraft, or unpaid amount and any fees or expenses that We incur, including reasonable attorney's fees, regardless of who initiated or benefited from the transaction. If any account owner is indebted to Us, We may enforce Our rights against any account of any owner or against all funds in the multiple party account regardless of who contributed them and to what extent.

POD Accounts. A POD beneficiary designation is an instruction to Us that a single or multiple party account so designated is payable to the owner(s) during their lifetimes and, when the last account owner dies, is payable to any named, surviving POD beneficiary(s). Changing a POD beneficiary for a multiple party account requires approval of all living owners. If You designate more than one POD beneficiary on the Account, upon the death of the last Account owner, each beneficiary will be entitled to an equal share of the funds in the Account in accordance with the most recent POD beneficiary designation for the Account. Any owner may change any beneficiary designation upon written notice to Us, on a form approved by Us; provided, however, that for joint or multiple party Accounts, a beneficiary change requires written notice to Us from of all owners, on a form approved by Us.

If a POD beneficiary on the account dies before the death of the last account owner, such predeceased POD beneficiary's interest shall lapse (which means no share shall be created for such predeceased beneficiary(s)) and instead such share which otherwise would have been created for a predeceased POD beneficiary(s) will be divided equally among the surviving named POD beneficiary(s).

If no designated POD beneficiary survives the last account owner, upon the death of the last account owner, the funds in the account will belong to estate of the last account owner and can be claimed by the legal representative or claimant (generally a creditor) subject to the terms of this Agreement.

Any POD beneficiary designation shall not apply to IRAs or other types of Accounts governed by a separate account agreement and beneficiary designation.

We are not responsible for updating any POD beneficiary designations in the event that Your marriage is dissolved or annulled. We are not liable for any payments made to a former spouse pursuant to a POD beneficiary designation unless We are informed that the marriage has been dissolved or annulled, that the named POD beneficiary is the former spouse, and that the former spouse should be removed as a POD beneficiary, either by court order or by operation of law, before the date that payment is made. In the event that a beneficiary is removed this way, it will be treated as if the beneficiary predeceased you.

You understand that it is Your responsibility (and not Ours) to inform any person or organization that he, she or it is a POD beneficiary on Your Account(s). To assure that We carry out Your wishes, if We need to seek legal or other professional advice to review any documentation provided by a POD beneficiary's representative or claimant that affects Your Account, You agree that We may deduct all costs and expenses, including reasonable attorney fees, incurred for the review of that documentation from Your Account.

In the event that We receive information regarding a dispute regarding Your POD beneficiary designation after Your death, We may freeze Your Account(s) until such dispute is resolved. We may require an original death certificate or similar document certifying Your death.

Accounts for Minors. We reserve the right to require any Account established by a minor to be a multiple party Account with an owner who: 1) has reached the age of majority under State law; 2) can prove status as the parent, grandparent, or legal guardian of the minor; and 3) who shall be jointly and severally liable to Us for any returned item, overdraft, or unpaid charges or other amounts owing on such account. We may require the minor to sign the Account Card if they are so capable; otherwise, the adult shall sign the Account Card on behalf of the minor, as well as in their own capacity. We may pay funds directly to the minor without regard to their age. 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.

Uniform Transfers to Minors Account/Uniform Gifts to Minors Account (UTMA/UGMA). An account established under the Uniform Transfers to Minors Act (UTMA) or Uniform Gifts to Minors Act (UGMA) is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The account is governed by the applicable UTMA/UGMA law adopted in the State in which the account is held. The minor to whom the gift is made is the beneficiary of the custodial property in the account and as such, the funds in the account belong to the minor. 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 entitled to make deposits, withdrawals, or close the account. We have no duty to inquire or investigate regarding the use or purpose of any transaction or the propriety or impropriety of any action taken by the custodian. If the custodian dies, We may place an administrative freeze on the account, until We receive instructions from any person authorized by law to withdraw funds or a valid court order authorizing withdrawal. Any successor custodian must provide Us with, and complete all, written documentation to Our satisfaction that authorizes such custodian to act legally on behalf of the minor and ensuring that all applicable laws have been followed. It is agreed that the custodian may be the minor's legal guardian, and if there is more than one legal guardian, We can accept orders and instructions from any legal guardian in accordance with applicable law. When the beneficiary reaches the age of majority, the funds may be paid or withdrawn by the beneficiary without further notice or action by Us, and We will not be liable for any disputes arising from such withdrawal. The account will otherwise terminate and be distributed in accordance with applicable law.

Agency, Trust, or other Custodial Accounts. We may open accounts pursuant to any court order, trust agreement, or similar authority in accordance with Your desire to establish an account for a trust, probate, custodial, or other fiduciary purpose. Because We do not give legal advice, We cannot counsel You as to which account arrangement most appropriately meets the specific requirements of Your trust, will, or court order. If You ask Us to follow any instructions that We believe might expose Us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, We may refuse to follow Your instructions or may require You to indemnify Us or post a bond or provide Us with other protection. We may require that Account changes requested by You, or any Account owner, such as adding or closing an Account or service, be evidenced by a signed Account Card or other document which evidences a change to an Account and accepted by Us. The person acting as agent, guardian, custodian, personal representative, trustee or other fiduciary capacity shall be designated as such on the Account Card. Such designation is an instruction to Us that the account owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. For these accounts, You appoint the designated representative listed on the Account Card as Your attorney-in-fact to deposit or withdraw funds held in the designated Account(s). Your agent has no ownership interest in the Account(s) or voting rights in the Credit Union. We have no duty to inquire or investigate regarding the use or purpose of any transaction or the propriety or impropriety of any action taken by the designated representative.

Commercial or Business Accounts. Accounts held in the name of a business entity, organization, or member for business or commercial purposes are subject to the terms of this agreement, unless a separate Business Account Agreement or similar document has been signed. Such accounts are also subject to the following terms: You must provide Us additional documentation acceptable to Us appointing those individuals who are authorized on behalf of the entity to open accounts and transact business. Any changes to such authorization must be made in a writing acceptable to Us, and We will not be liable for any actions taken before We are provided with such acceptable written notice of any change in authorization(s). We reserve the right to require that third party checks payable to an entity be deposited into a business account rather than being cashed. We have no duty to inquire or investigate regarding the use or purpose of any transaction or the propriety or impropriety of any action taken by the designated representative, and will have no notice of any wrongdoing unless and until We are informed in writing of such wrongdoing. In the event that We receive conflicting directions from authorized individuals, We may freeze the Account(s) or take other actions We view necessary to protect the Credit Union from loss.

DEPOSITS INTO YOUR ACCOUNT(S)

Deposit and Collection of Items. You may make deposits to any account, in any manner approved by Us including, but not limited to, in person, by mail, by electronic transfer, direct deposit, or any other method made available, such as by night deposit box or ATM. We are not responsible for any deposit made by mail or through a depository not staffed by Us until We actually receive the item. If a check, draft or other 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. All transactions are subject to Our Funds Availability Policy, Overdraft Disclosures, and related applicable laws.

Provisional Credit. We will give only provisional credit until collection is final for any items, other than cash, We accept for deposit (including items drawn "on Us"). Before settlement of any item becomes final, We act only as Your agent, regardless of the form of endorsement or lack of endorsement on the item and even though We provide You provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, We also reserve the right to charge back to Your Account the amount of any item deposited to Your Account or cashed for You which was initially paid by the payor bank and which is later returned to Us due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in Our judgment justifies reversal of credit. You authorize Us to attempt to collect previously returned items without giving You notice, and in attempting to collect We may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars by our foreign currency vendor. We are not responsible for transactions by mail or outside depository until We actually record them. We will treat and record all transactions as provided in Our Funds Availability Policy. At Our option, We may take an item for collection rather than for deposit. If We accept a third-party check or draft for deposit, We may require any third-party endorsers to verify or guarantee their endorsements, or endorse in Our presence.

Direct Deposits. We may offer 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 filling out 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.

Crediting of Deposits. Deposits made after the deposit cutoff 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.

Liability. In receiving and processing items for deposit or collection, We act only as Your collection agent and We assume no responsibility beyond Our obligations of good faith and ordinary care. We exercise ordinary care if Our actions or inactions are consistent with applicable State law, Federal Reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the area We serve. 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 and any items and their proceeds will be handled in accordance with applicable Federal Reserve and Clearing House rules and other applicable law.

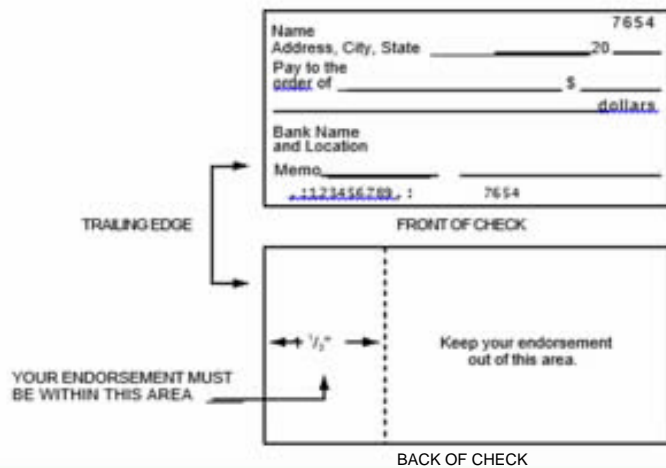
If We do not properly complete a transaction according to this Agreement, We will be liable for Your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if: (1) Your Account contains insufficient funds for the transaction as provided in the Overdraft Disclosures; (2) circumstances beyond Our control prevent the transaction; (3) Your loss is caused by Your negligence or another financial institution's negligence; (4) Your Account funds are subject to legal process or

other claim; (5) Your Account is subject to legal process or other claim; (6) You use a damaged or expired Card or PIN or one that has been reported lost or stolen; (7) We believe that something is wrong, for example, that Your card or PIN has been stolen; (8) as otherwise provided in applicable laws and regulations; or (9) for preauthorized transactions, if through no fault of Ours, the payment information for a preauthorized transfer is not received. We will not be liable for consequential or special damages, except liability for wrongful dishonor. You grant Us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict will be resolved by reference to this Agreement.

Endorsements. We may accept transfers, checks, drafts, and other items for deposit into any of Your Accounts even if they are not endorsed by all payees. If You fail to properly endorse an item, You authorize Us to supply any missing endorsement, but We are not required to do so. We may require that certain government checks, insurance company items, or other check or draft be personally indorsed by each and all payees.

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

As You look at the front of a check, the "trailing edge" is the left edge. When You flip the check over, be sure to keep all endorsement information within 1 1/2" of that edge.



It is important that You confine the endorsement information to this area because the remaining blank space will be used by others in the processing of the check to place additional needed endorsements and information. You agree to reimburse Us for any loss or expense We incur resulting from an irregular endorsement or other markings by You or any prior endorser.

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

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

Restrictive Legends. The automated processing of the large volume of checks We receive prevents Us from inspecting or looking for restrictive legends, restrictive endorsements or other special instructions on every check. For this reason, We are not required to honor, and will not be responsible for, any restrictive legend or endorsement or other special instruction placed on checks unless We have agreed in writing to the restriction or instruction. 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.

Final Payment. All checks, drafts, ACH transfers or other items credited to Your Account are provisional until We receive final payment. If final payment is not received, We may charge Your Account for the amount of such items and impose a returned item fee on Your

Account. Any collection fees We incur including, but not limited to, reasonable attorneys' fees, may be charged to Your Account. We reserve the right to refuse or return any item or fund transfer.

Foreign banks. We reserve the right to refuse or return any item or funds transfer. Items drawn on an institution located outside the United States are handled on a collection basis only.

TRANSFERS OR WITHDRAWALS FROM YOUR ACCOUNT(S)

Account Access; Honoring Items; Limitations. You may withdraw or transfer funds from Your Account(s) in any manner We permit (e.g., by writing a check; using an ATM or debit card at point-of-sale or at an ATM; in person; by mail; by automatic or preauthorized transfer, ACH, wire transfer or other electronic transfer; by telephone or online banking or bill pay services, or other means made available to You). If the transaction request is made by remote means such as telephone, We are not responsible for any request or order that We believe to be genuine; We can also refuse to honor such request or order if We in good faith do not believe it to be genuine or have reason to doubt the identity or authentication of the requestor. Your ability to transfer funds from Your Account(s) is always subject to having a sufficient available balance in the Account(s) at the time the transaction is presented to Us for authorization, and is subject to this and the other Agreements You have with Us, including, but not limited to, the Funds Availability Policy and Overdraft Disclosures. You authorize Us to honor transactions initiated by a third person to whom You have given Your Account number even if You do not authorize a particular transaction. If there are sufficient available funds to cover some, but not all of Your withdrawal, We may allow those withdrawals for which there are sufficient available funds in any order at Our discretion.

The law permits Us to pay items drawn on Your Account in any order, even if the order in which We pay items causes an overdraft. We may honor any item or instruction even if it creates an overdraft or negative balance in Your Account or if it violates any minimum balance requirement or other requirements of the Account, in which case You agree to pay all fees, penalties or other charges imposed on You as well as costs incurred by Us. We may return as unpaid any item drawn on a form We do not provide or approve, and You are responsible for any loss We incur handling such an item.

To process certain electronic transactions, We may place a temporary hold on Your funds which may be for 36 hours or more. We have no control over the other parties to the transactions or the commercial networks used in facilitating the transactions. It is Your responsibility to make sure You have sufficient available balance in Your Accounts to cover all transactions, regardless of when those transactions may clear.

We may refuse to allow a withdrawal in some situations. For example: (1) a legal garnishment or attachment is served; (2) the account secures any obligation to Us; (3) required documentation has not been presented; (4) You fail to make payments on a loan that You have with Us; or (5) any other reason allowed by applicable law. We may require You to give written notice of up to thirty (30) days before any intended withdrawals.

Checks and withdrawal rules. If You do not purchase Your check blanks from Us, You must be certain that We approve the check blanks You purchase. We may refuse any withdrawal or transfer request which You attempt on forms not approved by Us or by any method We do not specifically permit. We may refuse any withdrawal or transfer request which is greater or less than any withdrawal limitations. In addition, We may place limitations on the Account until Your identity is verified. Even if We honor a nonconforming request, We are not required honor another nonconforming request later. If You violate the stated transaction limitations (if any), in Our discretion We may close Your Account

If We are presented with an item drawn against Your Account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, You agree that We may pay such item.

Authorized Signature; Facsimile Signature Device; Forged Checks. Your signature on the Account Card is Your authorized signature for account access to and from Your Account(s). We are authorized to recognize this signature for the payment or transfer of funds, payment instructions, or other purposes relating to Your Account(s) but We may also allow transfers even without Your signature. We will not be liable for refusing to honor any item or instruction if We believe the signature is not genuine. However, We are not required to check the signature for authenticity unless Our internal policies and procedures require Us to (e.g., if a check is written above a stated threshold amount), and You agree that failure to do so does not constitute failure on Our part to exercise ordinary care. You may also authorize the use of a facsimile signature device and, if You have done so, We may honor any draft or other item that appears to bear Your facsimile signature even if it was made by an unauthorized person, and We will not be liable for any issues arising from such honor. You are responsible for the use and safeguarding of the facsimile signature device, Your checks, and Your access codes and as such, You specifically agree that You are in the best position to determine whether Your facsimile signature has been used without Your consent, or a counterfeit facsimile signature device has been used, or Your signature has been forged. Therefore, You are required to make a good-faith effort to review any and all statements and items or checks returned to You or made available to You for any unauthorized use of Your electronic, mechanical, or facsimile signature. To the extent permitted by applicable law, We will not be liable if We honor an item that appears to be authorized by Your signature, and You will reimburse Us for any loss or costs (including reasonable attorney's fees) that We incur because the facsimile signature was used without Your consent or because a counterfeit facsimile signature device was used. Nothing in this provision shall be construed to relieve Us of Our obligations to act in good faith and to exercise ordinary care.

Automated Processing of Items. You acknowledge and agree that We have adopted automated collection and payment procedures which are standard and reasonable in the industry. This allows Us to process a large volume of items efficiently. However, these automated procedures rely primarily on information encoded onto each item in magnetic ink and does not provide for personal inspection of the item by Our staff ("site examination"). You agree that in paying an item, We may disregard all information on the item except that which has been encoded onto the item in magnetic ink, such as identity of drawee bank and amount of the item, even if that information is inconsistent with other information printed or written on the item. You agree that We do not fail to exercise ordinary care in paying an item solely because Our procedures do not provide for a site examination of the item. You also agree to reimburse Us for any loss or costs (including reasonable attorney's fees), that We incur because the item contained such extra information.

Stale and Post-Dated Items. We maintain the option to pay or dishonor any stale draft or check (i.e., more than six (6) months old) upon presentation. You agree that We are not liable to You for charging Your Account before the indicated date on a properly payable but post-dated check unless You notify Us that You have issued a post-dated draft. The notice must be given to Us in time so that We can notify Our employees and reasonably act upon the notice, and it must provide the number of the check, its date, the name of the payee, the exact amount, and the account number on which it is drawn. You understand that the exact information is necessary for Us to identify the draft. We are not responsible if You give Us an incorrect or incomplete description, or untimely notice. You may make a verbal 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 or draft drawn on Your Account which is presented more than six (6) months past its date.

Restrictive Legends. We are not required to honor any restrictive legend on items You write unless We have agreed to the restriction in writing signed by an officer of the Credit Union. Examples of restrictive legends are: "must be presented within ninety (90) days" or "not valid for more than \$1,000."

Overdrafts and Overdraft Protection. Overdrafts, returned items and overdraft protection options are governed by Our Overdraft Disclosures. The Overdraft Disclosures are hereby incorporated as if fully set forth herein. Any conflict between the Overdraft Disclosures and this or other agreements shall be governed by the Overdraft Disclosures.

Stop Payment Orders. You may request a stop payment order on any check or other written instrument drawn on Your Account that has not been paid or certified. You may call Us to request a stop payment, but to be binding, We may require that the order be dated, signed, and describe the account number, item number, and the exact amount of the item. The stop payment order will be effective if We receive the order in time for Us to act upon the order. You understand that the exact information is necessary for Our computer system to identify the item. If You give Us incorrect or incomplete information, or the stop payment order is not received in time for Us to act upon it, We will not be responsible for failing to stop payment on the item and We will not be liable to You or to any other party for payment of the draft. If We recredit Your Account after paying a draft 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 draft and to assist Us in any legal action.

Unless revoked in writing, a verbal or written stop payment order is valid for six (6) months for checks and drafts and indefinitely for ACH transactions. We will send You a stop payment confirmation within fourteen (14) calendar days of Your request. If You do not receive confirmation or the information on the confirmation is not correct, contact Us immediately. Please see Your Electronic Funds Transfer Agreement and Disclosures for ways to contact Us in order to make or amend a stop payment order. A stop payment order for an ACH transaction is only effective for the specific company identification number provided. A third-party could process an ACH transaction through a different company identification number and avoid the stop payment order. We recommend that you confirm any ACH stop payment orders with the third-party to ensure that the stop payment takes effect.

Fees for stop payment orders will be imposed and are set forth on the Fee Schedule. You may not stop payment on any certified check, cashier's check, teller's check, official check, or any other check, draft, or payment guaranteed by Us. Although payment of an item may be stopped, You may remain liable to any item holder, including Us. You have the burden of establishing the fact and amount of loss resulting from the payment of an item contrary to a binding stop payment order. You agree to indemnify and hold Us harmless from all costs, including reasonable attorney's fees, damages or claims related to Our refusing payment of an item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by You.

ACH and Wire Transfers. This provision applies to funds transfers as defined in Article 4A of the Uniform Commercial Code and Subpart B of Regulation J of the Board of Governors of the Federal Reserve System. (e.g., wire transfers). You authorize Us to transfer funds according to Your instructions ("Payment Order") to and from Your designated Account(s), or to and from another financial institution. You also authorize Us to charge Your Account for any related fees or service charges. 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. We may require that transfers follow certain security procedures. We will notify You of any such security procedures and, by completing the transaction after We notify You of the security procedures, You agree that Our security procedures are commercially reasonable. If You refuse to follow a commercially reasonable security procedure that We offer, You agree to be bound by any Payment Order, whether authorized or not, that is issued in Your name and accepted by Us in good faith in accordance with the security procedure You choose. Even if You enroll in on-line banking or bill pay or Our electronic document delivery service, We may from time to time require certain transactions to be made in-person or We may require verification or authentication of Your identity for security purposes before a transaction or other business with Us may be initiated, processed, or completed. You agree and understand that this is for the protection of Us and You and is intended to safeguard Your personal information and all funds held in or by the Credit Union, and to help prevent identity theft and bank fraud. You agree that We will not be liable for any delay in, or prevention of, any transaction or business conducted by You due to these security measures. Cut-off times may apply to the receipt, execution and processing of funds transfers, Payment Orders, cancellations, and amendments and if received after a cut-off time, may be treated as having been received on the next following funds transfer business day. Additional Information about any cut-off times is available upon request. When processing a Payment Order, payment may be made based solely on the account number provided in the Payment Order, even if that account number identifies a beneficiary other than the one that You name in the Payment Order. Similarly, if the Payment Order identifies the name, routing number and transit number of the beneficiary's financial institution, payment may be made solely on the basis of the routing and transit number, even if those numbers do not correspond to the name of the financial institution that You supplied. You agree that Your obligation to pay the wire transfer is not affected if the identifying numbers do not match the named beneficiary or financial institution. You are also responsible for any loss or expenses incurred by a receiving bank which executes or attempts to execute the Payment Order in reliance on the identifying number You provided. We may also pay wire transfers received by Us for Your benefit based solely on the account number. We may refuse to accept or execute any Payment Order, or an

amendment or cancellation thereof, and We shall be deemed to have accepted a Payment Order or its amendment or cancellation only upon execution thereof. We may reject or refuse to accept or execute a Payment Order if (1) the designated account(s) does not contain sufficient available funds as provided in the Overdraft Disclosures; (2) the account number that You provide on the Payment Order does not correspond to any known account with Us; (3) the Payment Order is not authorized or does not comply with applicable security procedures; (4) We are prohibited from doing so due to applicable law; or (5) We have a good-faith, reasonable cause for rejecting the Payment Order. All transfers shall be shown on Your periodic account statement and reflection on the statement shall constitute notice of receipt of the transfer. You must exercise ordinary care to identify and report unauthorized or erroneous fund 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. You may inquire whether a specific transfer has been received at any time during Our normal business hours and/or by any means that We provide You for making inquiries on Your Accounts. We are not responsible for any transmission performance failure as a result of interruption in transfer facilities; power failures; equipment malfunctions; labor disputes; emergency conditions; fire, flood, or other natural disasters; war or terrorist attack; or other circumstances beyond Our control. We are also not responsible for transfer failures due to suspension of payment by another party, or refusal or delay by another financial institution to accept the transfer, or if We are prohibited from performing under any applicable law. We shall not be liable for any special, indirect, consequential or punitive damages arising from any failure or delay in processing a Payment Order or related obligation. In no case shall We pay attorney's fees or other legal expenses incurred in connection herewith. If We become obligated under Article 4A to pay interest to You, You agree that the rate of interest to be paid shall be equal to the interest rate, on a daily basis, applicable to the account to which the funds transfer was made. If You send an international wire transfer that identifies a beneficiary bank located outside of the United States, You agree that We do not guarantee the receipt or timely processing of the funds on the part of the foreign beneficiary bank. At the time of the international transfer request, You will receive a receipt and disclosures regarding the transfer, including Your rights regarding cancellation and resolution of errors, in accordance with Regulation E. By sending an international wire transfer, You understand that We have no control over how or when the funds are received or processed by the foreign beneficiary bank and that it could take up to one (1) month or longer for the wired funds to be processed by the foreign beneficiary bank. Therefore, except as otherwise provided in Regulation E, (a) You understand and acknowledge that by sending an international wire transfer according to the financial institution and account information You provide Us, You accept all risk associated with Your wire transfer request; and (b) We will not be held liable or responsible to refund You any of the funds or costs associated with executing Your request where the funds You sent were lost, destroyed, not processed, or not received by the foreign beneficiary bank. You further acknowledge that We are prohibited from processing and executing requests where the Federal government has enforced economic and trade sanctions against named foreign countries, or where the Federal government has prohibited Us from doing business with named financial institutions.

Choice of Law Relating to ACH and Wire Transfers. We may accept, on Your behalf, payments to Your Account which have been transmitted through one or more Automated Clearing Houses and which are not subject to the Electronic Fund Transfer Act. Your rights and obligations with respect to such payments shall be construed in accordance with and governed by Regulation J, Article 4A, the laws of Missouri, and as provided by the operating rules of the National Automated Clearing House Association.

OTHER RULES APPLICABLE TO YOUR MEMBERSHIP AND ACCOUNTS

Check Cashing. We may charge a fee for anyone that does not have an account with Us who is cashing a check, draft or other instrument written on Your Account. We may also require reasonable identification and additional information to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical. We reserve the right to limit check cashing based upon the amount of the item.

Checks or Drafts Presented for Payment In Person. We may refuse to accept any check or draft drawn on Your Account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft, and We shall have no liability for refusing payment. Any applicable check or draft cashing fees are stated in the Fee Schedule.

Remotely Created Checks or Drafts. 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.

Illegal Transactions. You warrant and agree that You will not use any Credit Union services or loan or deposit accounts to make or cause to be made any transaction that is deemed illegal under applicable law, including, but not limited to, any gambling activity, embezzlement, identity theft, money laundering or terrorist activity. Any such use shall constitute a breach of this Agreement. We may delay processing or refuse to process or may be required by Federal Reserve Reg GG to refuse to process any transaction that We believe to be illegal, suspicious, unenforceable, or which is a restricted transaction under Reg GG, and will not be liable to You for such delay or refusal. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful internet gambling. You further agree to indemnify Us and hold Us harmless from any liability of any kind and costs incurred by Us in any form whatsoever that results directly or indirectly from such illegal use. We will also not be liable to You if We in good faith Freeze Your Accounts and/or notify Our regulators or local or Federal enforcement authorities regarding any activity We believe to be illegal, suspicious, or unenforceable. "Freeze" means that We place a hold on up to all of the funds in your Account or Accounts, which means that We may refuse to: (i) allow withdrawals from your Account or Accounts; (ii) pay items drawn against your Account or Accounts or process other Debit transactions to your Account or Accounts, and (iii) accept deposits to your Account or Accounts, or process other Credit transactions to your Account or Accounts.

Cash Transaction Reporting. To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on some types of cash transactions. If the information We need to complete the report is not provided, We are required to refuse to handle the transaction. If You have any questions regarding these rules, please contact Your local IRS office.

Negative Information Notice. We may report information about Your Accounts to consumer reporting agencies (including credit bureaus). Late payments, missed payments, overdrafts or returned items or transactions or other defaults on Your Account may be reflected in Your credit report.

Account Rates and Fees. We pay interest or dividends on accounts and assess fees against Your Account as set forth on the Fee Schedule. You agree that We may debit Your Account for any fees incurred without prior notice to You. We may change the Fee Schedule at any time and will notify You as required by law. For the most current rates and fees, You may contact Us at any time and manner available.

Statements and Copies of Checks. If We provide a periodic statement for Your Account, We will send or make available to You a periodic statement of transactions and activity on Your Account during the statement period as required by applicable law. In the case of multi-party accounts, You agree and acknowledge that We are required to provide only one statement on the account and can provide it to any one of the parties on the account as We choose.

For Checking Accounts, You understand and agree that Your original check (or substitute check), when paid, becomes Our property and may not be returned to You. We may, but are not required to, retain the original checks. You agree to keep copies of Your checks in order to verify their validity. If You request copies of Your checks, You agree that We may provide an electronic image of the check or a sufficient copy thereof. We may charge You, and You agree to pay, fees for providing copies of the checks and/or any research involved with Your request, as set forth on the Fee Schedule.

You understand and agree that statements are made available to You on the date they are mailed to You or delivered electronically. You also understand and agree that checks or copies thereof are made available to You on the date the statement is sent to You, even if the checks do not accompany the statement.

Your duty to report unauthorized signatures, alterations and forgeries. Statements of Your Account and along with copies of the checks and items associated with Your Account are available for Your review from multiple sources. Statements and items are available through the Credit Union's online banking service, at any branch, by email, or by mail, depending on Your personal selections. You must examine Your statement of Account with "reasonable promptness." If You discover (or reasonably should have discovered) any unauthorized signatures or alterations, You must promptly notify Us of the relevant facts. As between You and Us, if You fail to do either of these duties, You will have to either share the loss with Us, or bear the loss entirely Yourself (depending on whether We used ordinary care and, if not, whether We substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time You have to examine Your statement and report to Us will depend on the circumstances, but will not, in any circumstance, exceed a total of thirty (30) days from when the statement is first sent or made available to You. You further agree that if You fail to report any unauthorized signatures, alterations or forgeries in Your Account within thirty (30) days of when We first send or make the statement available, You cannot assert a claim against Us on any items in that statement, and as between You and Us the loss will be entirely Yours. This thirty (30)-day limitation is without regard to whether We used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Your duty to report other errors or problems. In addition to Your duty to review Your statements for unauthorized signatures, alterations and forgeries, You agree to examine Your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Additionally, if You believe any type of fee is improper, You agree to notify Us within thirty (30) days of the date of such improper charge. Also, if You receive or We make available either Your items or images of Your items, You must examine them for any unauthorized or missing endorsements or any other problems. You agree that the time You have to examine Your statement and items and report to Us will depend on the circumstances. However, this time period shall not exceed thirty (30) days.

Errors relating to electronic fund transfers or substitute checks. For information on errors relating to electronic fund transfers (e.g., on-line, mobile, debit card or ATM transactions) refer to Your Electronic Fund Transfers Agreement and Disclosures and the sections on consumer liability and error resolution. For information on errors relating to a substitute check You received, refer to Your disclosure entitled Electronic Fund Transfers Agreement and Disclosures.

Duty to notify if statement not received. If You have not received Your statement, You agree to notify Us within fourteen (14) days of the time You regularly receive a statement. Not receiving Your statement in a timely manner is a sign that there may be an issue with Your Account, such as possible fraud or identity theft.

e-Statements. If We make this service available to You, You may agree to receive statements via electronic means, whereby Your periodic statement will be e-mailed to You or sent electronically to, and made available on, Our online banking website. Please see the provision, "Electronic Statements, Notices, Disclosures and Agreements; Electronic Services" for more information regarding e-statements.

Notices; e-Notices; Name or Address Change. Any written notice We give to You is effective when it is made available in Our on-line banking system (if You have agreed to receive such notices electronically), or when it is deposited in the U.S. Mail, postage prepaid and addressed to You at the most recent mailing address on file with Us. Notice to any account owner is considered notice to all account owners. Any written notice You give Us is not effective until We actually receive it in Our offices.

You agree to notify Us of any postal or e-mail address change or name change in writing. We reserve the right to require verification of Your identity and proof of a change in address prior to making any changes in Our records. We are only required to attempt to communicate with You at the most recent address You have provided to Us. If You fail to provide notice of a change in address or name, and We attempt to locate You, We may impose a service fee as set forth on the Fee Schedule.

e-Notices. If We make this service available to You, You may agree to receive electronically all notices regarding Your membership, Account(s), or services with Us whereby these notices will be e-mailed to You or sent electronically to, and made available on, Our online banking website. Please see the provision, "Electronic Statements, Notices, Disclosures and Agreements; Electronic Services" for more information regarding e-notices.

Electronic Statements, Notices, Disclosures and Agreements; Electronic Services. We may provide electronic document delivery services for the delivery to You of all disclosures, statements, notices, contracts or agreements, receipts, modifications or amendments, and all other documentation regarding Your membership, Accounts, transactions, or other business You have with Us (collectively referred to as "Documents" or "Documentation"). If You agree to receive such Documentation electronically, You specifically agree and acknowledge that We may provide the Documents electronically either by sending an e-mail with the text of the Documents embedded in the text of the e-mail message or as an attachment contained within the e-mail, or by posting such Documents on Our website or on-line banking service and notifying You that the Documents have been so posted. You have a right to request and receive a paper copy of these Documents if that right is provided under applicable law. You may also withdraw Your consent and revoke Your agreement to receive the Documents electronically. To request a paper copy or to revoke Your consent, please visit a branch or call Us at the number provided on the Fee Schedule. If any of Our e-mails are returned to Us as undeliverable, We may change Our delivery mode to paper format, and You may be required to re-apply for Our electronic delivery service and to update Your e-mail address accordingly.

We may also offer electronic services such as on-line banking or on-line bill pay, which allow You to conduct transactions to and from Your Account(s) and to conduct other business with Us electronically. You may be required to sign a separate agreement regarding these services and You will be subject to any on-line instructions, rules, agreements, and restrictions provided on the website(s) or provided to You at the time You open an account or enroll in these services. You may be required to be enrolled in Our on-line banking service in order to enroll in Our electronic Document delivery service.

Enrollment in, and use of, these electronic services does not relieve You of Your duty to promptly examine Your statements, checks, and other Documentation for irregularities or discrepancies regarding Your Accounts in accordance with this and Your other Agreements You have with Us.

Subject to applicable law, We may suspend some or all electronic services and access to Your Checking or other Account(s) if You become delinquent on any of Your loan or deposit obligations to Us or You cause a loss to Us. We shall not be liable to You in any regard in connection with such suspension of services.

System Requirements. In order to enroll in Our electronic Document delivery service or on-line banking services, You must be able to receive, view, and print (or otherwise retain), the Documents involved. As such, You must have a computer that has access to the Internet, and use of a browser that supports SSL and Cookies. Additionally, many of Our Documents, including periodic statements, will be sent to You in a PDF format, and to open, read, and print these Documents, You will need Adobe Acrobat Reader. Adobe Acrobat Reader may be available for download for free via the Internet. Minimum system requirements are subject to change without notice as the technology changes. The exact system requirements will be disclosed to You on Our website or on the online banking website or at the time You enroll in the service. By enrolling in, and using the electronic services, You are asserting that Your system meets these requirements and that You are capable of, and are indeed receiving, viewing, and retaining the Documents involved. If You discover that You are not receiving such Documents, You must contact Us immediately. We will not be liable for any failure to deliver the Documents if You do not notify Us of such failure, or if the failure is due to Your computer hardware, software, or other equipment, or due to other circumstances beyond Our control.

System Disruptions. You understand and agree that such electronic services may occasionally be unavailable for short periods of time due to system maintenance or other reasons. We will not be liable for any delay that this may cause and You are ultimately responsible for conducting Your transactions in a timely manner with regard to Your banking and bill-paying needs. In the unlikely event that Our electronic services become unavailable for a prolonged period of time, You understand and agree that You still have access to the Credit Union and Your Account(s) in the traditional manner (i.e., in person, by mail, telephone, or check-writing), and We will not be liable to You if You fail to use these means to conduct Your business with Us.

Account Transfer. Your membership Account, including all deposit Shares and loans may not be transferred or assigned without Our prior written consent.

Fiduciary Accounts – Accounts may be opened by a person acting in a fiduciary capacity. We are not responsible for the actions of a fiduciary, including the misuse of funds. Fiduciary accounts may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders.

You understand that by merely opening such an account, We are not acting in the capacity of a trustee in connection with the trust nor do We undertake any obligation to monitor or enforce the terms of the trust or letters.

Security Safeguards. Even if You enroll in on-line banking or bill pay or Our electronic Document delivery service, We may from time to time require certain transactions to be made in-person or We may require verification or authentication of Your identity for security purposes before a transaction or other business with Us may be initiated, processed, or completed. You agree and understand that this is for the protection of Us and You and is intended to safeguard Your personal information and all funds held in or by the Credit Union, and to help prevent identity theft and bank fraud. You agree that We will not be liable for any delay in, or prevention of, any transaction or business conducted by You due to these security measures.

Positive pay and other fraud prevention services. Except for consumer electronic fund transfers subject to Regulation E, You agree that if We offer You services appropriate for Your Account to help identify and limit fraud or other unauthorized transactions against Your Account, and You reject those services, You will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services We offered. You will not be responsible for such transactions if We acted in bad faith or to the extent Our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue: a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

Access devices. If You furnish Your access device (e.g., an ATM card, point-of-sale card, or PIN) and grant actual authority to engage in transactions (including but not limited to transfers) to someone who then exceeds that authority, or if You allow someone to have access to Your Account and that person engages in transactions (even if not authorized), to the extent allowed by law, You will be liable

for the transactions unless We have been notified that transactions by that person are no longer authorized. Please review the additional information You have received or will receive regarding transactions by access device.

Blank checks. You must also take precaution in safeguarding Your blank checks. Notify Us at once if You think Your blank checks have been lost or stolen. As between You and Us, if You are negligent in safeguarding Your checks, You must bear the loss entirely Yourself, or share the loss with Us if We failed to use ordinary care which substantially contributes to the loss.

Legal Process Against Your Account. If any legal action is brought against Your Account such as tax levy, garnishment, attachment, etc., We may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. We will not be liable to You for any such payout, even if it leaves insufficient funds in Your Account as determined by Our Overdraft Disclosures to pay checks You have written or other items that have not yet been processed. 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 in Your Account and Our right to set-off.

Claim of Loss – If You have a claim related to a consumer electronic fund transfer governed by Regulation E (e.g., consumer debit card or ATM transaction), You will need to follow the steps outlined in the error resolution notice portion of the disclosures entitled Electronic Fund Transfers Agreement and Disclosures. For other transactions or claims, if You claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, You agree to cooperate with Us in the investigation of the loss, including giving Us an affidavit containing whatever reasonable information We require concerning Your Account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless We have acted in bad faith, We will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by You.

You agree that You will not waive any rights You have to recover Your loss against anyone who is obligated to repay, insure, or otherwise reimburse You for Your loss. You will pursue Your rights or, at Our option, assign them to Us so that We may pursue them. Our liability will be reduced by the amount You recover or are entitled to recover from these other sources.

Telephonic Instructions – Unless required by law or We have agreed otherwise in writing, We are not required to act upon instructions You give Us via facsimile transmission or leave by voice mail or on a telephone answering machine.

Waiver of Notices. To the extent permitted by law, You waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against Your Account. For example, if You deposit an item and it is returned unpaid or We receive a notice of nonpayment, We do not have to notify You unless required by Federal Regulation CC or other law.

Power of Attorney. We may allow a third person to act as Your Attorney-in-Fact pursuant to a Power of Attorney, but We are not required to do so. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. You understand and agree that We are under no obligation to honor any power of attorney and We have no duty to investigate or verify the scope, authenticity, or validity of any Power of Attorney. We also have no duty to inquire or investigate regarding the use or purpose of any transaction or the propriety or impropriety of any action taken by Your Attorney-in-Fact.

NCUA Insurance. Funds in Your Account(s) with Us are insured by the National Credit Union Administration (NCUA) and backed by the full faith and credit of the United States. If You want a detailed explanation or additional information, You may ask Us or contact the NCUA. You can also visit the NCUA website at www.ncua.gov. The website includes detailed contact information as well as a share insurance estimator.

Transactions by Mail. You may deposit checks or drafts by mail. You should endorse the item being sent through the mail with the words "For Deposit Only" and should include Your correct Account and share number underneath to ensure the item is credited to the correct Account. You should use the pre-encoded deposit slips found in Your checkbook. If You do not use Your deposit slip or provide Us with instructions indicating how or where the item should be credited, We may apply it to any Account or any loan balance You have with Us or We may return the item to You. Receipts for such transactions will be mailed to You upon request. Following Your deposit, examine Your statement carefully or call Us to ensure that We received the item. Do not send cash through the mail for deposit.

Sharing and Disclosing Account Information. While We value Your right to privacy and confidentiality of Your personal information, there are times where Your information will be shared and disclosed, as follows:

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

With Third Parties. We generally do not disclose Your Account information to third parties except: (1) when it is necessary in processing a transaction, whether that is to pay an item or to send a notice of dishonor or nonpayment; (2) to exchange, in the normal course of business, credit information with third party financial institutions or other business entities or a third party seeks to verify the existence or condition of Your Account in accordance with applicable law; (3) to provide information to Our regulators or law enforcement when We in good faith believe We have been a victim of a crime or We have observed suspicious activity; (4) in order to comply with a government agency inquiry, subpoena or court order or a valid attachment, garnishment, or other legal action; (5) You give Us written permission; (6) to guarantee a check by a third party; (7) at account opening, account renewal, or account review; (8) when We are attempting to collect a debt owed to Us; or (9) any other reasonable disclosure allowed by law and appropriate to the circumstance. You also understand and agree that We may from time to time receive credit reports and other information about You in connection with Your Accounts. Upon request, We will give You the name and address of each agency from which We obtain such a report.

Inactive or Dormant Accounts. If Your Account falls below any applicable minimum balance and You have not made any transactions over a period specified in the Fee Schedule, We may classify Your Account as inactive, abandoned, or dormant. Unless prohibited by applicable law, We will charge a service fee for processing Your inactive account. You authorize Us to transfer funds from another Account of Yours to cover any service fees. To the extent allowed by law, We reserve the right to transfer the Account funds to a general Credit Union account and to suspend any further Account statements. If a deposit or withdrawal has not been made on the Account and We have had no other sufficient contact with You within the period specified by State law, the account will be presumed to be abandoned. Funds in abandoned Accounts will be subject to an escheatment fee in the amount of \$50.00, reported and remitted in accordance with applicable State law. Once funds have been turned over to the State, We have no further liability to You for such funds and if You choose to reclaim such funds, You must apply to the appropriate State agency.

Death or Incompetence 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 or adjudication of incompetence and are provided satisfactory evidence thereof, such as a certified death certificate or court order. Once We are notified of a member's death or incompetence, We may pay drafts or honor other payments or transfer orders authorized by the 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 drafts or other items. We may require anyone claiming the owner's account funds to indemnify Us for any losses resulting from Our honoring that claim. Upon the death of an individual account owner, We will pay all funds on deposit in accordance with the specific instructions on the Account Card such as to a POD beneficiary. If there is no beneficiary designation, no probate proceedings or no estate, We may, but are not required to, pay the funds to any heir, who will be solely responsible for any further distribution of the funds. Alternatively, We may hold the funds until a proper court order is presented to Us. We may require proper documentary evidence satisfactory to Us before We determine the proper treatment of the funds and before We will release funds to any claiming party. Funds in a joint account will be payable subject to the provision, "Joint or Multiple Party Accounts". Any payment of funds upon the death or incompetence of any account holder is subject to Our lien and security interest. This Agreement will be binding upon any heirs or legal representatives of any account owner.

Termination of Accounts and Services. We may terminate Your Account or place a freeze on the funds at any time without notice to You or may require You to close Your Account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) a claim adverse to Your own interest; (3) others claiming an interest as survivors or beneficiaries of Your Account; (4) a claim arising by operation of law; (5) there has been a forgery, fraud, or unauthorized use reported or committed involving Your Account; (6) there is a dispute as to the ownership of the Account or of the funds in the Account; (7) any checks are lost or stolen; (8) there are excessive returned unpaid items not covered by an overdraft protection plan; (9) there has been any misrepresentation or any other abuse of any of Your Accounts; (10) We believe that You have been negligent in protecting Your access devices or access codes; (11) You have breached any promise under this Agreement; (12) You do not fulfill the terms of any of the Accounts, such as deposits being made to any Account, etc.; (13) We reasonably deem it necessary to prevent a loss to Us or You or to be in the best interests of the Credit Union or Our members or employees; (14) if Your Account reaches a zero balance, or You apply for an account but never deposit funds into it; or (15) as otherwise permitted by law. If We are informed of such circumstances or otherwise believe that any of these circumstances are about to occur, We may place a stop payment on any item and We will not be liable to You for such a stop payment.

You may terminate a single party account by giving written notice. We reserve the right to require the consent of all owners to terminate a multiple party account. We are not responsible for payment of any draft, withdrawal, or other item after Your Account is terminated. However, if We pay an item after termination, You agree to reimburse Us.

We may terminate Your membership and close and terminate Your Accounts, products, and services with Us if You (1) attempt to repudiate any obligations that You owe to the Credit Union; (2) take the position that You, for whatever reason, are not subject to State or Federal laws or State or Federal jurisdiction; (3) attempt any assignment of any of Your Accounts, products, and services that We do not authorize; (4) advance frivolous or dilatory arguments or positions that are designed or intended to cause a loss to the Credit Union; or (5) act in a manner that is threatening, menacing, or harassing to any employee or member of the Credit Union. The termination of Your membership and the closure of Your Accounts, products or services, does not relieve You of Your obligations under any such agreements or loan documents that You have previously executed.

We reserve the right to require that all Checking Accounts and related services be closed or deactivated if You move Your residence outside the U.S., its territories, or its possessions. If You do not close or deactivate the Checking Accounts within thirty (30) days of Your move, We may close the Accounts.

Termination of Membership. You may terminate Your membership by giving Us notice and otherwise following Our policies and procedures. You may be denied services or expelled for any reason allowed by applicable law, including having Your membership Account or primary Share Account balance fall below the required par value for membership, or causing a loss to the Credit Union. We may restrict Account access and services without notice to You when, in the Credit Union's sole opinion and at the Credit Union's sole discretion, You violate the terms of this Agreement; Your Account is being misused; You have demonstrated conduct that is abusive in nature; as outlined in any policy We have adopted regarding restricting services; or as otherwise permitted by this Agreement, the rules and policies of the Credit Union, or applicable law. Termination of Your membership does not relieve You of Your obligations to pay any fees or obligations that You owe Us, and You are still responsible for any outstanding items that have not yet been processed or paid. Once membership is terminated, We may refuse any additional transactions or services.

Monitoring and Recording Communications. We may monitor and record communications between You and Us, including telephone conversations, electronic messages, electronic records, or other data transmissions that affect Your Accounts or other products and services. You agree We may monitor and record such communications without Your approval or further notice to You. We may monitor or record phone calls for security reasons, to maintain a record and to ensure that You receive courteous and efficient service You authorize Us to monitor and record telephone conversations and other communications You have with Us and Our representatives. The decision to record any conversation shall be solely at Our discretion and We shall have no liability for doing so or failing to do so.

Text Message Consent for Non-Advertisement Purposes. You understand and agree that when You give a telephone number to Us, whether a mobile number, a landline, or a number You later convert to a mobile number, You authorize Us and anyone else acting on Our behalf to contact You at any of the numbers You have provided about all of Your Accounts and for any non-marketing purposes related to those Accounts. As non-exclusive examples, We may contact You about fraud alerts, two-factor SMS verification, responding to customer service inquiries, deposit holds, amounts You owe Us in the event Your Account(s) or loans become delinquent or have a negative balance, or to ask for feedback on the quality of Our services. You agree to receive these calls or text messages from Us and any of Our agents or affiliates, including calls or text messages made using artificial or prerecorded voice and automatic dialing technology. You understand that message and data rates may apply. You may contact Us anytime to change these preferences or receive Your request to receive text messages and phone calls using an automatic dialing system.

If You have provided a telephone number(s) to Us, You represent and agree that You are the subscriber or customary user with respect to such number(s) and that You have the authority to consent to Us contacting such number(s). Furthermore, You agree to notify Us of any change to the telephone number(s) which You have provided Us.

Should Your Accounts or loans become delinquent or have a negative balance, We or Our agents may contact You using any methods as allowed by law. Methods of contact may include, but are not limited to, telephone calls to any landline or mobile phone number that You provided, messaging via any of Our banking apps, email, text, SMS, or other electronic forms of communication, such as pre-recorded or artificial voice calls or messages or through use of automatic dialing technology.

Account alerts and other text message or telephone banking services are provided for Your convenience and do not replace Your monthly statement(s), which is the official record of Your Account(s). You understand that information We send or communicate to You through telephone communication may not be encrypted. This information may include personal or confidential information about You, such as Account activity or the status of Your Account(s).

Biometric Voice Data Collection. When You call Us at our call center, Your call will be routed through our voice authentication service as an additional security measure. By using Our call center, You consent to the collection of voice recordings for security purposes in addition to training and quality assurance purposes.

Resolving Account Disputes. We may place an administrative hold on the funds in Your Account (refuse payment or withdrawal of the funds) if (1) it becomes subject to a change in owners or authorized signers; (2) it becomes subject to a claim adverse to Your own interest; (3) it becomes subject to others claiming an interest as survivors or beneficiaries of Your Account; (4) it becomes subject to a claim arising by operation of law; (5) where there has been a forgery or fraud reported or committed involving Your Account; (6) there is a dispute as to the ownership of the Account or the funds in the Account; (7) any checks or drafts are reported lost or stolen; (8) there are excessive returned unpaid items not covered by an overdraft plan; (9) there have been any misrepresentations or any other abuse of Your Account; (10) We believe that You have been negligent in protecting Your access devices or access codes; (11) You have breached any promise under this Agreement; (12) You do not fulfill the terms of any of the Accounts, such as required deposit being made to any Account, etc.; (13) We reasonably deem it necessary to prevent a loss to Us or You or to be in the best interests of the Credit Union or Our members or employees; or (14) if Your Account reaches a zero balance, or You apply for an account but never deposit funds into it; or (15) as otherwise permitted by law. The hold may be placed for such period of time as We believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until We receive evidence satisfactory to Us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in Your Account for these reasons.

Amendments to the Agreement and Change-in-Terms. Except for the arbitration provision below and as prohibited by applicable law, We may change the terms, add new terms, or delete existing terms, of this Agreement or any other agreements You have with Us, including rates and fees and the method with which We determine dividends and interest. We will notify You of any changes in the manner and within the timeframes required by law. If We have notified You of a change in any term of Your Account and You continue to have Your Account after the effective date of the change, You have agreed to the changed, new, or deleted term(s), as the case may be.

Changes in Accounts or Ownership. Any changes in accounts or services requested by You, or any account owner, such as adding an account or service, must be evidenced by a signed form approved and accepted by Us. We reserve the right to require all account owners on a multiple-party account to consent to any changes and to sign the change form.

Changing Account Products. We may change Your Account to another product offered by Us at any time by giving You notice that Your Account will be changed to another product on a specified date. If Your Account is a time account, the change will not occur before the next maturity date of Your Account. If You do not close Your Account before the date specified in the notice, We may change Your Account to that other product on the date specified in the notice.

Severability; Headings; No Waiver. If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable 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. We reserve the right to waive or choose not to enforce any and all terms, rights, or remedies under this Agreement and such waiver shall not affect Our right to enforce that or another term, right, or remedy at a later time.

Enforcement. You are liable to Us for any loss, cost or expense that We incur resulting from Your failure to follow this Agreement. This shall include reasonable attorney fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions. You authorize Us to deduct any such loss, costs or expenses from Your Account without prior notice to You.

Governing Law/Timing of Legal Claims. This Agreement is governed by Our Bylaws, Federal laws and regulations, local clearing house rules, and the local laws (including applicable principles of contract law) and regulations of the State of Missouri. As permitted by applicable law, You agree that any legal action regarding this Agreement shall be brought in either the State or Federal court having competent jurisdiction in the State of Missouri. You agree to commence any action or proceeding to enforce any obligation, duty or right arising under this Agreement within one (1) year from the date that such cause of action accrues.

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

CLASS ACTION WAIVER WITHOUT ARBITRATION. REGARDLESS OF WHETHER THE ARBITRATION PROVISION OF THIS AGREEMENT ARE INVOKED OR APPLIED, YOU AND WE FURTHER AGREE THAT NO CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE ACTION INVOLVING CLAIMS THAT YOU HAVE AGAINST US OR THAT WE HAVE AGAINST YOU MAY BE PURSUED IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM ACCRUES OR WHEN THE FACTS UNDERLYING THE CLAIM ALLEGEDLY OCCURRED. YOU AND WE AGREE TO PURSUE ONLY OUR INDIVIDUAL CLAIMS AGAINST EACH OTHER AND TO PURSUE THEM ON AN INDIVIDUAL, NON-CLASS, NON-REPRESENTATIVE BASIS. YOU AND WE AGREE THAT NEITHER YOU NOR WE WILL BRING, PARTICIPATE IN, OR BE MEMBERS IN ANY CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE ACTION AGAINST THE OTHER.

Arbitration and Waiver of Class Action.

READ THIS ARBITRATION PROVISION CAREFULLY. IT WILL IMPACT HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.

Under the terms of this Arbitration Agreement, and except as set forth below, "Claims" (as defined below) will be resolved by individual (and not class-wide) binding arbitration in accordance with the terms specified herein, if You or We elect it.

a. Agreement to Arbitrate. – You and the Credit Union agree that We have the option to attempt to informally settle any and all disputes arising out of, affecting, or relating to Your Accounts, or the products or services the Credit Union has provided, will provide or has offered to provide to You, and/or any aspect of Your relationship with the Credit Union (hereafter referred to as the "Claims"). If informal settlement does not occur, then You agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision ("Arbitration Agreement"), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either You or Us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"), whether such Claims are in contract, tort, statute, or otherwise. If AAA is not available for any reason, the arbitrator or arbitration service shall be selected pursuant to the provisions of paragraph g. of this Section and in such event all references in this Arbitration Agreement to AAA shall be deemed to refer to such other selected arbitrator or arbitration service. The Rules can be obtained on the AAA website free of charge at www.adr.org; or, a copy of the Rules can be obtained from the Credit Union upon request.

b. Electing Arbitration. – Either You or We may elect to resolve a particular Claim through arbitration, even if one of Us has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. If You or We elect arbitration by making written demand, Your demand to Us shall be sent to CommunityAmerica Credit Union, ATTN: Legal, 9777 Ridge Drive, Lenexa, KS, 66219, and Our notice to You shall be sent to the most recent address for You in Our files. Neither You nor We waive Our right to elect arbitration by first filing suit in court. For example, if We file a collections suit and You file a counterclaim in response to the collection suit, You or We still have the right to choose to arbitrate the Claims asserted in the collection suit and/or in the counterclaim. Further, notwithstanding the foregoing, if You or We elect arbitration, such election will not limit or constrain Your or Our rights to: (1) interplead funds in the event of claims to funds associated with Your Account by several parties; (2) file bankruptcy in court; (3) take legal action to enforce the arbitrator's decision; (4) request that a court review whether the arbitrator exceeded its authority or whether the arbitrator's award should be vacated on some other ground provided by law; (5) engage in any self-help remedy, such as repossession, setoff, or sale of any collateral given by You as security for repayment of amounts owed by You under any agreement You have with Us; or (6) pursue any individual action in court by You or Us that is limited to preventing the other party from using such self-help remedy and that does not involve a request for damages or monetary relief of any kind.

c. Effect of Electing Arbitration. – IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS ACCOUNT AGREEMENT AND ANY SUCH CLAIMS WILL BE DECIDED BY AN ARBITRATOR RATHER THAN BY A JUDGE OR JURY (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT).

d. Agreement Subject to the Federal Arbitration Act. – This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any State law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent You from submitting any issue relating to Your Accounts for review or consideration by a Federal, State, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on Your behalf. This Arbitration Agreement shall not apply to claims that are initiated in or transferred to small claims court, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT.

e. Class Action Waiver. – If either You or We elect to arbitrate a Claim, neither You nor We will have the right: (a) to participate in a class action, private attorney general action, or other representative action – whether in a judicial proceeding or in arbitration – either as a class representative or as a class member; or (b) to join or consolidate Claims with the claims of any other person. No arbitrator shall have the authority to conduct any arbitration in violation of this provision or to issue any relief that applies to any person or entity other than You and/or Us individually. The parties acknowledge that the class action waiver (the "Class Action Waiver") is material and essential to the arbitration of any Claims and is non-severable from this Arbitration Agreement. If the Class Action Waiver is voided, found unenforceable, or limited with respect to any Claims for which You seek class-wide relief, then the Parties' Arbitration Agreement (except for this sentence) shall be null and void with respect to such Claim, subject

to the right to appeal the limitation or invalidation of the Class Action Waiver. However, the Arbitration Agreement shall remain valid with respect to all other Claims. The parties acknowledge and agree that under no circumstances will a class action be arbitrated.

Any arbitration of a claim will be on an individual basis. You understand and agree that You are waiving the right to participate as a class representative or class member in a class action lawsuit.

f. Right to Opt Out. – You have the right to opt-out of this Arbitration Agreement and it will not affect any other terms and conditions of Your Account Agreement or Your relationship with the Credit Union. To opt out, You must notify the Credit Union in writing of Your intent to do so within thirty (30) days after the Effective Date. Your opt-out will not be effective and You will be deemed to have consented and agreed to the Arbitration Agreement unless Your notice of intent to opt out is received by the Credit Union in writing at 9777 Ridge Drive, Lenexa, KS, 66219 in such thirty (30) day time period. Your notice of intent to opt out can be a letter that is signed by You or an email sent by You that states "I elect to opt out of the Arbitration Agreement" or any words to that effect. Failure to opt out of this Arbitration Agreement as provided for by this paragraph and Your continued use of Credit Union products or services shall be deemed consent to this Arbitration Agreement.

g. Selection of Arbitrator. – The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules, and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unwilling or unable to undertake the arbitration, the parties shall still be governed by the Rules (or this Arbitration Agreement to the extent of any inconsistency), however the arbitrator may be selected by mutual agreement between the parties. If, and only if, the parties are unable to mutually agree upon an arbitrator, then You will have the right to select the arbitrator, provided that such selection must comply with the following conditions: (1) the arbitration shall be conducted by a single arbitrator; (2) such arbitrator must be either (a) a licensed attorney with active status in good standing admitted to practice law in the States of Kansas, Missouri, and/or the State where You reside or (b) a licensed attorney in good standing with inactive status who, during the time such attorney held active status, was admitted to practice law in the States of Kansas, Missouri, and/or the State where You reside and, currently, is engaged full-time in the business of providing arbitration, mediation, or other alternative dispute resolution services; and (3) the arbitrator must have demonstrable experience in the subject matter or general legal practice area within which the claims to be arbitrated fall. Such "demonstrable experience" may be shown through proof of the arbitrator's areas of legal practice or other legal service (for example, cases heard or decided while serving as a judge). If the parties are unable to come to a mutual agreement as to whether a proposed arbitrator meets the foregoing criteria, then the arbitrator may be selected as provided under the Federal Arbitration Act (9 U.S.C. § 5). If You and We do not agree on a substitute forum, then You can select the forum for conducting arbitration for the resolution of the Claims.

h. Arbitration Proceedings. – The arbitration shall be conducted at a location or by remote video conference, as mutually agreed upon by the parties. In the event the parties are unable to come to an agreement on where the arbitration shall be conducted, the location at which the arbitration shall be conducted (and/or method of remote video conference) will be chosen as provided by the Rules. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The Arbitrator shall be entitled to award the same remedies that a court can award, including any kind of relief that could be awarded by a court, including injunctive relief. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator can award any damages or relief on Your or Our individual claim that a court of law could, including individual injunctive relief and attorneys' fees when permitted under governing law. The Arbitrator's award can be entered as a judgment in any court having jurisdiction. The Arbitrator shall issue its decision in writing and include a written supporting opinion in which the Arbitrator sets forth the basis for its decision, including but not limited to findings of fact and conclusions of law. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed. The Credit Union shall pay for any filing, administration, and arbitrator fees that the AAA requires the financial institution to pay. However, each party shall be responsible for its own attorney, expert, and other fees not herein identified, with the exception that the arbitrator is permitted to award attorneys' fees to the prevailing party to the extent allowed by applicable law or agreement. Nothing contained in this Arbitration Agreement shall prevent either You or the Credit Union from applying to any court of competent jurisdiction for emergency provisional relief, such as a temporary restraining order, a temporary protective order, an attachment, or any other pre-judgment remedies.

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

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

k. Confidentiality. – You and We agree that any arbitration proceeding initiated under this Arbitration Agreement shall be conducted and kept in strict confidence, meaning that You and We agree not to disclose or cause to be disclosed to any third party the dispute(s) to be arbitrated hereunder, or any of the underlying facts, circumstances, documents, and other materials relating to such dispute(s), except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge, or other court proceeding, concerning an award or its enforcement, or unless otherwise provided by law.

l. Effective Date. – This Arbitration Agreement is effective upon the 31st day after We provide it to You ("Effective Date"), unless You opt-out in accordance with the requirements of the RIGHT TO OPT-OUT provision above. For all new accounts, this document was provided upon account opening. For existing Accounts: If You receive Your statements by mail, then the Arbitration Agreement was provided to You when it was mailed; If You receive Your statements electronically, then it was also provided to You within the online banking portal.

FOR MORE DETAILS or if you have questions, you may call us or visit a branch. If you have questions about AAA procedures, you should check AAA's website, www.adr.org, OR call AAA at (800) 778-7879.