



# BUSINESS MEMBERSHIP ACCOUNT AND SERVICES AGREEMENT

Effective August 23, 2022

CONTENTS OF THIS AGREEMENT	PAGE
IMPORTANT NOTICES	1
INTRODUCTION	2
ACCOUNT AGREEMENT FOR BUSINESS ACCOUNTS	2
RESOLVING CLAIMS	14
ELECTRONIC FUNDS TRANSFER & ELECTRONIC SERVICE AGREEMENT AND DISCLOSURE FOR BUSINESS MEMBERS	16
FUNDS AVAILABILITY POLICY FOR BUSINESS CHECKING ACCOUNTS	21
ACCOUNT DISCLOSURES FOR BUSINESS SAVINGS AND CHECKING ACCOUNTS	23
ACCOUNT AGREEMENT FOR BUSINESS TERM SHARE CERTIFICATE ACCOUNTS	23
IMPORTANT CONTACT INFORMATION	25
RATE SHEET & BUSINESS FEE SCHEDULE  <i>These items are provided separately and contain important terms concerning rates, fees, limitations, networks, etc. Be sure to review and keep the Rate Sheet and Business Fee Schedule as permanent records. These will be updated from time to time as needed.</i>	Separate Items

## IMPORTANT NOTICES

**Notice:** The laws and regulations governing the financial services we provide are complex. To ensure your understanding of our relationship with you, we provide this detailed Agreement which explains both your responsibilities and ours. Please read this document carefully, and feel free to ask any questions regarding these terms and conditions

**Cellular Phone Contact Policy:** By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications—including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system—from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider.

**This Agreement governs all services whether opened now or in the future, and we may modify, change, or amend the terms of this Agreement, Rate Sheet, Fee Schedule, and Privacy Policy at any time. Any change shall be effective immediately unless otherwise specifically required by applicable law.**

## INTRODUCTION

**THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO S.C. CODE ANN. §15-48-10 ET. AL., AND THE FEDERAL ARBITRATION ACT §9 USC 1 ET SEQ.**

This Agreement, the Rate Sheet, and Business Fee Schedule explain the rules which govern your business account(s) and account services with us. Please read this Agreement carefully and keep it and all related documents in a safe and convenient place.

Your relationship with the Credit Union is also governed by state and federal laws, which may change from time to time. The body of law is too large and complex to be reproduced here. **The purpose of this Agreement is to: (1) summarize the rules applicable to common transactions; (2) establish rules to govern transactions not regulated by state or federal law; (3) establish variations that will apply to certain rules, events or transactions as permitted by applicable law; and (4) provide you with certain disclosures and information regarding our policies as required by law.**

**By signing a Business Account Card, Business Membership Account and Services Application (Business Membership Application Card) or your use or continued use of any business account or business account services after receiving this Agreement, notice of its availability or notification of any change in terms, you, jointly and severally, agree that you understand and agree to the terms and conditions stated in this Agreement, Business Fee Schedule, and Rate Sheet as amended from time to time.**

**PLEASE NOTE THAT THE TERMS OF THIS AGREEMENT, RATE SHEET, AND BUSINESS FEE SCHEDULE MAY CHANGE FROM TIME TO TIME AS PROVIDED FOR IN THIS AGREEMENT AND APPLICABLE LAWS.**

## ACCOUNT AGREEMENT FOR BUSINESS ACCOUNTS

The terms and conditions of this Business Membership Account and Services Agreement ("Agreement") apply to all SRP Federal Credit Union business accounts. You have agreed by signing the Business Account Card and/or by using your account on or after the opening date, to be legally bound by the terms of this Agreement. You should keep a copy of this Agreement and anything else we send to you about your account for your records.

The purpose of this Agreement is to state the terms and conditions that apply to all your accounts, account services or other relationships with us, including without limitation loan, safe deposit, and other services. You understand that the agreements, terms, conditions, rules and regulations applicable to your loans, and any other applicable account(s) or service(s) remain in full force and effect and continue to be applicable, except as specifically modified by this Agreement. Further, except as expressly stated below in regard to third party service providers, to the extent that the terms of a specific Subsection of this Agreement vary from the terms set forth in this Section, the specific terms and conditions of the Subsection will govern our relationship with you. Transactions on your account may also be governed by agreements with third parties such as the Nacha (National Automated Clearing House Association) Operating Rules, which agreements will also be binding upon you and the Credit Union. To the extent that the terms of any such third party agreements provide for specific processing, reporting or other time periods, or require you to make any claims or provide any notifications or responses, then the third parties' requirements and rules shall govern despite any other general or specific terms or conditions set forth in the entirety of this Agreement.

### 1. Purpose of Accounts and Services.

**Business Accounts:** You represent, warrant and guaranty that all accounts and/or other services, including any particular transaction, shall be for

commercial use, and no service or transaction shall otherwise be used for any consumer, household or family purpose whatsoever.

**2. Compliance with Laws and Inappropriate Transactions or Account Relationship.** You agree to comply with all laws, rules and regulations. You also warrant and agree that you will not use any Credit Union accounts or services, including but not limited to loans, to make or facilitate any illegal or inappropriate transaction(s) as determined by applicable law as we in our discretion may deem inappropriate; and that any such use, including any such authorized use, will constitute a breach of this Agreement. Certain federal and/or state laws or Third-Party Service Providers' Rules may limit or prohibit certain transactions such as (but not limited to) those coded as possible gambling transactions. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal, improper or unenforceable (regarding your obligation to pay us or otherwise) under applicable law; or which is otherwise limited or prohibited, including but not limited to any transaction involving or relating to any gambling activity. We may also close or terminate accounts or services which we believe violate your obligations under this Section, or as otherwise provided herein. Such prohibitions or limitations may affect some otherwise proper or allowable transactions such as debits, charges, or other transactions at or relating to a hotel-casino. You understand and agree such limitations/prohibitions are not within the Credit Union's control and that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction.

**Restrictions on Accounts:** The Credit Union may limit, refuse, close or terminate any account or service that we deem to constitute a breach of this Agreement. Unless an express exception is made by the Credit Union in its sole discretion, we do not offer services to "Money Service Businesses", "Internet Gambling Businesses" and "Cannabis Businesses", or other businesses that we determine violate the limitations in this Section. By way of illustration: "Cannabis Businesses" are defined by the Credit Union to be any person or business that (i) engages in the sale, production or storage of any form of cannabis, marijuana or hemp, and/or (ii) is required to be licensed and/or registered with a government entity due to the business engaging in an activity related to any cannabis related industry. The Credit Union may, at its sole discretion, also apply these restrictions on other businesses or individuals directly or indirectly related to a cannabis business.

### Other Restrictions:

- i. The Credit Union will not provide account services to entities routinely engaged in providing check cashing services to third parties or acting as a third-party processor.
- ii. The Credit Union will not provide account services to any person or organization engaged in the business of betting or wagering, or that knowingly accepts payments in connection with the participation of another person in unlawful Internet gambling, as defined in Regulation GG, the Unlawful Internet Gambling Enforcement Act (UIGEA). The Credit Union may also restrict electronic debit activity applicable to member accounts that originates from known Internet gambling providers or may be coded as originating from a gambling establishment, as defined by Regulation GG.
- iii. The Credit Union may restrict deposits or withdrawals by any individual or business member that routinely deposits and/or withdraws in aggregate more than \$150,000 in cash per calendar month.
- iv. The Credit Union may restrict account services to any member who utilizes their account in a manner inconsistent with the account type, if such activity results in the avoidance of account fees.

**3. 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 Agreement and the schedule of charges as set forth in the Business Fee Schedule. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this Agreement. Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately and can be deducted directly from the account balance whenever sufficient funds are available. 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.

You will be liable for our costs as well as for our reasonable attorneys' fees (including those fees allocable to our in-house counsel), 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.

**4. General Definitions.** When used in this Agreement, the words "you" or "your(s)" and "Member" refer to your business or its authorized representative(s); the terms "Credit Union," "we," "us," or "our" refer to SRP Federal Credit Union, who is providing this Agreement to you. The term "account(s)" refers to your SRP Federal Credit Union business deposit account(s). When used in this Agreement, the terms "check" and "checking" refer to share drafts and share draft accounts.

"Access Device" means any card, electronic access device and/or any codes, passwords or personal identification number (PIN) that we issue to allow you to access and/or use any account or other services. With regard to online or internet transactions, an access device shall also include any computer, smartphone or other hardware used to make or process a transaction.

**Use of Biometrics/Fingerprints:** The Credit Union or various apps you may choose to use may provide access to your accounts and services through the use of fingerprints or other biometrics. You agree to the use of such biometrics and will cooperate with the Credit Union in implementing any requirements that we or the third party may require associated with this technology. Biometric technologies may be used for authentication. A biometric identifier measures an individual's unique physical characteristics and compares it to a stored digital template for authentication. A physical characteristic can be a thumbprint, fingerprint, facial recognition or iris pattern. A biometric identifier can be used as a single or multifactor process. We may require the use of biometrics and/or fingerprinting with regard to any service we offer; and any refusal to cooperate with such use shall allow us to refuse to make any transaction, including but not limited to cashing any on-us item presented by any holder.

**Important Notice on Biometrics:** When you enable biometric access, every person with an enrolled fingerprint on your accounts, services or device used to access your accounts and services will have access to your accounts and services, and may access your accounts, view your information, conduct transactions on your behalf, and has your authority to engage in these activities. Enrolled biometrics expand the number of persons who have access to your account regardless of the signers listed on your account agreement. THE CREDIT UNION ADVISES YOU TO REVIEW AND CONFIRM THAT ALL REGISTERED BIOMETRICS BELONG TO INDIVIDUALS WITH AUTHORITY AS DESCRIBED ABOVE. BY ACTIVATING ACCESS/SERVICES REQUESTED BY YOU THE CREDIT UNION RELIES ON YOUR REPRESENTATION

THAT ANYONE WITH A REGISTERED BIOMETRIC HAS PROPER AUTHORITY TO ACCESS AND USE YOUR ACCOUNTS AND ASSOCIATED ACCOUNT INFORMATION.

"Account Card" means any signature card, business membership application or agreement, account change card or other form required to open or change an account, obtain an account service with us, or provide authorization/instruction to us.

"Authorized User" and "Authorized Use" means any person who has actual, implied or apparent authority, or to whom any owner has at any time given any information, access device, or documentation that enables such a person to access, withdraw, make transactions to or from your accounts, or to use any of your account services. If you have an owner or signer on an account who has any access to the account, online or otherwise, you understand that this owner or authorized user may access all accounts and services associated with the account and all other accounts having the same account prefix (i.e. account number and all suffixes associated with said account number). If you authorize anyone to use your access device(s) that authority shall continue until you specifically revoke such authority by notifying the Credit Union in writing or as required by applicable laws. If we or any of our agents contact you regarding any transaction(s) and you verify the transaction(s), you agree that we may rely on your verification, and that any such transaction(s) shall be deemed authorized by you. If you fail to maintain the security of these access codes and the Credit Union suffers a loss or otherwise makes a determination that the Credit Union is at risk for potential loss, we may terminate any or all of your account services immediately. This definition is intended to be construed broadly and includes without limitation all users acting under a written document such as a Power of Attorney as well as any person or entity that is authorized to make deposits or debits to or from your accounts with us. An authorized signer may stop payment on an item they have drawn or otherwise ordered but may not close any account(s) or terminate any services without the owner's specific written consent.

**Account Balances:** As explained further in this Agreement, there are many circumstances that will affect your access to the funds in your accounts. Many of these transactions are beyond the Credit Union's control as they are requirements of the payment networks that your transactions are processed through, via the merchants with whom you choose to do business. Also, we may place holds on various deposits as explained further in this Agreement (refer to the section of this document titled **Funds Availability Policy for Business Checking** Accounts located further in this Agreement; and item 7. **Temporary Holds and Authorizations for Amounts in Excess of Transactions** located in this section), and elsewhere. Thus, your account records may show two different balances. In order to manage and understand how transactions are processed, including when fees such as overdraft fees may apply, you understand and agree to the following: "**Current Balance**" (sometimes also referred to as "Current", "Total Balance", "Actual Balance", "Ledger Balance", "New Bal") is the total amount of money in your account. The Current Balance does not take into account outstanding transactions authorized and may not always depict an accurate display of what you may spend without overdrawing your account. "**Available Balance**" (sometimes also referred to as "Available") is the total amount of funds in your account less holds placed on deposit and less holds on debit card authorizations not yet presented for payment. While an Available Balance shows as immediately available for use, it may not always depict an accurate display of what you may spend without overdrawing your account. For example: You have a Current Balance of \$75 and an Available Balance of \$75. You then swipe your debit card at the grocery store and an authorization for your purchase is given for \$25. The \$25 transaction is now on hold. Since we are obligated to pay the merchant, even if your checking account is negative at the time the transaction is presented to us by the merchant, we will reduce your Available Balance by the amount of the authorization which is \$25. Your Current Balance would

still be \$75 because this transaction has not yet posted, but your Available Balance would be \$50 because you have authorized a \$25 payment to the grocer. When the merchant submits the request for payment, your Current Balance will be reduced by the amount of the posted transaction and both your Current and Available Balance will be \$50, provided additional charges have not been made. If you exceed the Available Balance (even though the actual balance may be greater), you may overdraw your account since transactions are posted against the Available Balance. Exceeding your Available Balance may result in any of the following: A Non-Sufficient Funds (NSF) transaction and an assessment of the associated fees; access to a set Overdraft Privilege limit and an assessment of the associated fees; a Returned Item and an assessment of the associated fees; and/or Overdraft Protection transfer and an assessment of the associated fees. Please refer to the Business Fee Schedule for specific fee amounts. To obtain your Available Balance, you may check your account online at SRP Online, on your access device using SRP Mobile, by calling TYME Line, or by visiting any SRP FCU ATM or branch location. It is important to understand the order in which your transactions are posted to your account(s) as explained further in this section of the Agreement (refer to item 6. **Transactions from Your Account(s)**) to avoid making transactions that exceed your Available Balance. **Important Note:** The Available Balance does not reflect every transaction you have initiated, or we previously authorized. For example, your Available Balance may not include the following:

- Outstanding checks and authorized withdrawals (such as recurring debit card transactions and ACH transactions that we have not received for payment);
- The final amount of a debit card purchase. For example, we may authorize a purchase amount prior to a tip that you add;
- Debit card transactions that have been previously authorized but not sent to us for final payment. We must release the transaction authorization hold after three (3) business days (or up to thirty (30) business days for certain types of debit or ATM card transactions, including car rental, cash, and international transactions) even though the transaction may be sent for payment from your account, which we must honor, at a later date. This can result in what is commonly referred to as “Authorize Positive, Settle Negative”, which can result in an overdraft if other transactions draw your account negative before final payment. Since we do not know all transactions you may enter into, we have to rely upon you to manage your account in order to avoid an overdraft.

We use your Available Balance to determine when your account is overdrawn prior to assessing Non-Sufficient Funds (NSF) fees or overdraft program fees, if you are opted into the Overdraft Privilege program. The following is an example: Your Current Balance and Available Balance are both \$100. You use your debit card for a \$70 purchase; the merchant requests an authorization and a hold is placed on the \$70. Your Available Balance is now \$30. Your Current Balance still shows as \$100. Before the merchant sends the transaction to us for payment, a \$35 check you wrote clears your checking account. Because you only have \$30 available when the check is presented, your account will be overdrawn by \$5 even though your Current Balance shows \$100. In this case we may pay the \$35 check, but you will be assessed an Overdraft Privilege fee based on the negative available balance change, even though your Current Balance exceeds the amount of the transaction. The fee will be deducted from your account, further reducing your Available Balance. When the merchant requests payment for the \$70 debit card transaction, your Available Balance no longer has sufficient funds to cover it. This will result in another fee for the \$70 transaction even though your Available Balance was sufficient at the time the authorization for the transaction was approved.

YOU MAY STILL OVERDRAW YOUR ACCOUNT EVEN THOUGH THE AVAILABLE BALANCE APPEARS TO SHOW THERE ARE SUFFICIENT FUNDS TO COVER A TRANSACTION YOU WANT TO MAKE. Your Available Balance does not reflect your outstanding checks, automatic bill payments, or any other outstanding transactions that have not been paid from your account. These items will not be reflected in your Available Balance until presented to us and paid from your account. Holds on deposits may not be reflected, as described in our funds availability disclosure (refer to the section of this Agreement titled **Funds Availability Policy for Business Checking Accounts**).

In addition, your Available Balance may not reflect all of your pending debit card or ATM card transactions. For example, if a merchant obtains an authorization but does not submit the debit card transaction for payment within three (3) business days after the authorization is given, we may increase your Available Balance by the amount of that authorization. This means your Available Balance will no longer reflect the pending transaction until the transaction has been received by us and posted to your account. Although clearing times for debit card transactions range from 0-5 days, merchants choose the system by which they process their transactions and how frequently they do so (often a decision based on the lowest cost to them). The Credit Union has no control over how and when transactions are presented to us to be paid. Even though we may increase your Available Balance when a merchant does not submit the transaction for payment within three (3) business days, the obligation to the merchant still applies. The time period for authorizations may be different for certain types of merchants.

**NOTE:** Holds placed on your account for pending debit card/electronic transactions, including gasoline, hotels, car rentals, etc., may reduce your Available Balance for an amount that may vary from the actual purchase amount, which may or may not be presented for payment. These same holds also reduce the available funds for subsequent purchases. Failing to account for outstanding items may cause your account to become overdrawn and fees assessed.

The Credit Union may return debits (ACH payments as well as other transactions) submitted for payment against your checking account(s) if the amount of the debit exceeds the funds available in the applicable checking account. Each time we return a debit for insufficient funds, we will assess an NSF fee in the amount shown on our current Business Fee Schedule for each returned debit item. The entity that submitted the debit may submit another debit to the Credit Union even if we have already returned the prior debit for insufficient funds in the checking account. If the resubmitted debit again exceeds the funds available in the checking account, the Credit Union again will return the debit, resulting in an additional NSF fee. Thus, you may be charged multiple NSF fees in connection with a single debit that has been returned for insufficient funds multiple times. The reason for this is that when you authorize a merchant to process a payment from your account that merchant may present the transaction multiple times and in various ways when payment is declined for insufficient funds or otherwise. There is no way the Credit Union can identify such actions by the merchant you authorized.

**“Business Day”** means Monday through Friday, excluding federal holidays.

**“Instrument”** means a written order as defined by Articles 3 and 4 of the Uniform Commercial Code pursuant to the laws of the State set forth in this Agreement.

**“Member”** means the person(s) who have established their membership with us as set forth in this Agreement and applicable law. Each person must deposit and maintain the par value of the required shares to be a member. An owners’ rights with regard to the par value deposit necessary to maintain membership may be restricted as set forth in this Agreement or otherwise.

**“Owner”** means the person(s) who have a present ownership interest in the sums on deposit in the multiple party (joint) accounts with the Credit Union, subject to the Credit Union’s lien rights or any security interest. A person is not an owner unless specifically designated as such in a completed and signed Membership Application and Account Card.

**“Transaction or transactions” and “item or items”** means any deposit, order, transfer, payment, purchase via POS transaction or otherwise, withdrawal or other instruction relating to any account or account service provided by the Credit Union. A single transaction can be subject to multiple fees based on factors beyond our control. For instance, when you authorize a merchant to process a payment from your account that merchant may present the transaction multiple times and in various ways when payment is declined (such as for insufficient funds). There is no way the Credit Union can identify such actions by the merchant you authorized.

All instructions to us in any manner shall be given in English; and any instructions given shall be given using simple numerical methods (e.g. to request one hundred dollars you will use: “\$100” “\$100.00” or the English equivalent: “One Hundred Dollars.”). We are not obligated to follow any other instructions.

**“Automated Teller Machine and Interactive Teller Machine” or “ATM/ITM”** shall mean an electronic terminal that performs certain financial functions, including but not limited to dispensing cash, accepting deposits and loan payments, making transfers between accounts, and giving account balances

**5. Deposits to Your Account(s) and Instruments Paid/Cashed.**

Funds may be deposited to any account, in any manner that is acceptable to us. Deposits may be made by mail, in person at any of our offices having facilities to accept deposits, or by direct deposit or other electronic funds transfer allowed by us. Should we accept a deposit from you by any electronically created item (example includes, but is not limited to, remotely deposited check) you will indemnify us for any claim by any subsequent third party for claim of loss for a subsequent deposit of the same item, whether such action was authorized by you or not.

If you voluntarily give information about your account (such as our routing number and your account number) to someone and authorize them to draw against your account, we may charge your account and pay any items, including remotely created checks initiated by the person to whom you gave the information. You also agree that we may pay an electronically created item even though the item was not created from an original paper check, whether presented in the form of a remotely created check or an electronic item. You authorize us to continue to honor items or debits from a payee previously authorized by you, until you instruct us to cease to do so, whether or not the payee is acting within the scope of your initial authorization, subject only to such liability as may be imposed upon us by law. If you want us to stop honoring items from a payee previously authorized by you, you must tell us in writing, by phone, or by online message. Until you notify us that such items are not authorized, we can continue to pay them and will not be liable to you even though the items are not in accordance with any authorization you may have given.

This does not, however, obligate us to honor remotely created checks or similar items or entries. We may refuse to honor remotely created checks or similar items or entries without cause or prior notice, whether or not we have honored or dishonored similar items or entries previously.

You agree that we are under no obligation to verify whether the name and account number shown on the remotely created checks are accurate. If any information on a remotely created checks is incomplete, inaccurate, or in error, you agree that we may, at our sole discretion, either pay the remotely created checks and charge your account for the item as drawn or refuse to honor the remotely created checks and, without prior notice to you, return the item unpaid. You further agree to indemnify and hold the Credit Union harmless for losses resulting from our honoring or dishonoring any such

debit.

We may refuse to cash a check made payable to you, but instead require you to deposit the check to your account. All deposits accepted by us are subject to verification. You should retain your copy of any receipt or other document which evidences your deposit. If you claim that a deposit was not properly credited to your account, we may ask you to show us your receipt or other document which evidences your deposit. You should not mail cash deposits. We will not be liable for any deposit that we do not receive. We reserve the right to make adjustments to your account upon verification of your deposit or for computation or other errors related to your account.

a. **Endorsements.** You authorize us, in our discretion, to accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of any one or more owners on the account, whether or not endorsed by all payees. You authorize us to supply missing endorsements of any owners. You agree to endorse all items pursuant to applicable laws and regulations. If any endorsement or any other markings you or any prior endorser has made on the check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by us due to the delay or error.

b. **Substitute Checks.** You agree not to deposit any substitute check or similar item that you have created, or for which no financial institution has provided any substitute check warranties and indemnity. If you do so, you agree to indemnify us for all losses we incur in connection with the substitute check or item. You agree not to deposit any substitute check without our consent.

c. **E-Checks.** When you or any person with authority authorize any electronic check (“E-Check”), you agree: (1) that we may pay the item as submitted to us; (2) that you shall be solely responsible for all information transmitted regarding such item(s) including but not limited to the payee(s), the amount(s) of the item(s), and endorsements or the lack thereof; and (3) you agree to indemnify us for all losses we incur in connection with any E-Check you authorize.

d. **Collection of Deposits.** In handling deposits to your account, we act only as your agent for collection and assume no responsibility beyond the exercise of ordinary care. By signing Account Card or using any accounts or services, you specifically waive your rights to notice of non-payment, dishonor or protest regarding all items presented for collection. We have the right to refuse any order, transfer or deposit, limit the amount that may be offered for deposit and to return all or any part of a deposit. Special instructions for handling an item are effective only if made in writing and accepted by us separately along with the item in question. We will not be liable for any default or negligence of correspondents or for loss in transit, and each correspondent will only be liable for its own negligence. We are authorized to pursue collection of previously dishonored items (including re-presentation), and in so doing we may permit the payor bank to hold an item beyond the midnight deadline. Items that we present or re-present may be truncated or converted to an electronic or other format. If an item is not paid you are fully responsible for any loss we may incur in seeking to collect the item for you. If you do not have enough available funds in your account to cover an item, we may decline or return the item unpaid and a fee will be imposed as set forth in the Business Fee Schedule.

e. **Multiple Payees.** Unless any check, share draft or other instrument expressly indicates that the item is payable to conjunctive payees, the instrument shall be deemed payable in the alternative. If there is any ambiguity, the instrument shall be deemed payable in the alternative (example: a check payable to "A and B" is a conjunctive instrument. A check payable to "A or B;" "A, B;" "A/B", where "A and B are listed on separate lines;" or otherwise, where not expressly conjunctive are payable in the alternative).

f. **Final Payment.** All items, deposits, ACH (Automated Clearing House) transfers, or other transfers credited to your account are provisional

and subject to our receipt of final payment. If final payment is not received, we may charge your account for the amount of such items or transfers, or both, and impose any applicable fees as set forth in the Schedule without notice. We have no obligation to provide any separate notice under this provision; and you agree that our indication of any credits or debits hereunder reflected on your periodic statements shall be deemed sufficient notice.

**We reserve the right to refuse or to return all or part of a deposit at any time.**

**g. Check from Source Other Than Credit Union Approved Vendor; Use of Wash Preventive Ink.** The Credit Union approves the vendor(s) listed in the Business Fee Schedule for check printing due to their high standards. Other companies that provide check printing services may not meet the high standards of our approved vendor(s) or may print terms or limitations that we do not agree to on such checks. You understand that checks can be washed unless you use a wash preventive ink. Therefore, you acknowledge and agree that we have no responsibility or liability to you whatsoever resulting, arising or relating from/to: alterations, forgery, non-payment; returns due to no account/insufficient funds or otherwise; limitations we do not specifically agree to in writing; or any other processing/payment error with regard to any check that is not printed by our approved vendor(s) or your failure to use wash preventive ink in the writing of any check(s).

We require that checks purchased or printed from sources other than the Credit Union contain security features that will prevent the check from being counterfeited. The minimum features required are an artificial watermark, "VOID" pantograph, micro-print lines, bleed-through check numbering, a warning band, and a Regulation CC endorsement backer on the reverse of the check. If you use checks that do not meet these minimum required counterfeit-avoidance security standards, and your checks are counterfeited, we may refuse to honor your request for reimbursement of any losses you may suffer.

**6. Transactions from Your Account(s).** Money may be withdrawn from your account in different ways, as permitted for each type of account. We are required to permit a withdrawal only if you have sufficient available funds in your account to cover the entire amount of the withdrawal, and you are not in default under any obligations you owe to us. Checks or other debit items presented against insufficient or available funds are subject to a service charge. If there are sufficient funds to cover some but not all your withdrawal orders, we will honor those withdrawals which can be paid, in any order convenient to us. If, in our sole discretion, we permit withdrawals for which there are not sufficient available funds, or you otherwise overdraw the available funds in your account, you agree to repay us immediately the funds advanced to you. We will assess your account a service charge as outlined in the Business Fee Schedule. At no time shall we be required to allow you to overdraw your account, even if we allowed such activity on one or more previous occasions. You understand and agree a transaction you authorized (including, but not limited to, a check or electronic funds transfer) may be presented or submitted to us multiple times and you could be charged multiple service charges if we return or reject the transaction multiple times (or if we return or reject the transaction and then pay the transaction as an overdraft).

**Transaction Authorization:** If you give your account number, card number, or access code to a third party person, you authorize us to honor transactions initiated by the third person even if you did not specifically authorize a particular transaction.

**Check Presentment:** Your account may be debited on the day an item is presented by electronic or other means, or at an earlier time based on notification received by us that an item drawn on your account has been deposited for collection in another financial institution. A determination of your account balance for purposes of making a decision to pay or return an item or debit due to insufficient available funds may be made at any time between the receipt of such presentment or notice and the time of payment or return of the item or debit, and no more than one such

determination need be made.

**a. Payment Order of Your Transactions.** To assist you in handling your account(s) with us, we are providing you with the following information regarding how we process the items that you authorize. When processing items drawn on your account, our policy is to pay them as we receive them. We commonly receive items to be processed against your account(s) multiple times per day in what is referred to as presentment files. Each presentment file received commonly contains a large amount of a specific type of item (ACH, check, or ATM/POS). It is common for each of these presentment files to contain multiple items to be processed against your particular account. In this case, when multiple items are received at once, the items will be paid as follows: ACH items in each presentment file post credits first, then debits paid by dollar amount, lowest to highest; checks are paid by dollar amount, lowest to highest; ATM/POS items are paid in the order they are presented. Items performed in person such as withdrawals or checks cashed at one of our branch locations or a shared branch location are generally paid at the time they are performed.

**b. Payment Order of Your Items.** The order in which items are presented may affect the fees assessed to your account. Most transactions are posted when you conduct them.

<b>Transactions which are posted real time or very near real time to when you conduct them:</b>
Transactions conducted at teller counters such as deposits*, withdrawals, and cashing on-us checks
Transactions conducted at shared branching locations*
ATM deposits* and withdrawals
Debit card purchases conducted with a PIN
Authorizations (holds) for debit card purchases conducted using the Visa network**
Transfers conducted using our automated phone system (TYME Line)
Transfers conducted using SRP Online, SRP Mobile, or in some instances Bill Pay
<i>*Funds availability rules apply. Funds deposited on a real time basis may not be made available immediately. For example, checks you deposit may be subject to applicable holds. Refer to the Funds Availability Policy located further in this Agreement and shared branching rules for details.</i>
<i>**The corresponding settlements may lag hours or days based on when the merchants submit them. We post settlement transactions at the time we receive them.</i>

For Automated Clearing House (ACH) entries and checks which are received in batch files, the Credit Union posts in the following manner:

<b>Transactions which are posted in batch items:</b>
Checks, ACH payments and ACH deposits
ACH debits are posted by amount from low to high. Posting in this manner allows for the most items to be paid and helps to minimize fees assessed on your account(s).

Checks are posted by amount from low to high. Posting in this manner allows for the most items to be paid and helps to minimize fees assessed on your account(s).

**Why this is Important to You:** The order in which items are paid is important if there is not enough available funds in your account to pay all of the items that are presented. Our payment policy may cause your larger, and perhaps more important items (such as your rent or mortgage payment) to not be paid first but may reduce the amount of overdraft or NSF fees assessed on your account if funds are not available to pay all of the items. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). Applicable fees are set forth in the Business Fee Schedule. The Credit Union does not have to notify you prior to paying an item, regardless of the availability of funds. We encourage you to keep careful records of all transactions (debits and credits) and practice good account management. This will help you to avoid writing checks or drafts without sufficient available funds and incurring the resulting fees.

**IMPORTANT INFORMATION ABOUT FEES:** Fees may be assessed with each item paid into overdraft or returned unpaid subject to the following:

- Multiple “presentments”: Any item or transaction can be presented for payment multiple times, which is beyond the control of the Credit Union. Each presentment will be charged a separate NSF fee even though it may be for a repeat presentment.
- A single Overdraft Protection transfer fee will be assessed when we need to transfer funds from your linked account(s) into your selected checking account, but only if the transfer helped you avoid at least one overdraft or returned item.

Any overdraft or NSF fees assessed are deducted from your account at the time of presentment.

c. **Third Parties.** You further understand and agree that we have no control over how the third parties (or entities who process transactions for them) you elect to do business with “code” transactions. For instance, these third parties have full control over the amounts of transactions they may enter per your relationship with them; and they may code transactions as recurring or non-recurring which may affect the payment order of transactions and the application of any overdraft services you have with us. You authorize us to accept transactions based upon the coding submitted by third parties; and that we may rely upon such coding in processing all transactions and services for you.

d. **Restrictions on Withdrawals/Transactions from All Accounts.** In accordance with applicable law, we reserve the right to require you to provide written notice of any intended withdrawals from any account(s) of not less than seven (7) but not more than sixty (60) days before the intended date of withdrawal. If there are sufficient funds to cover some but not all of your withdrawal orders, we may permit those for which there are sufficient funds in any order we choose. We may refuse to allow any transaction, and will advise when required by applicable law if, for example: (1) there is a dispute between account owners; (2) a legal garnishment, attachment or levy is served on us; (3) the account(s) secures any obligation owed to us; (4) any required documentation has not been provided to us; or (5) you are delinquent or fail to pay a loan or any other obligation owed to us when due. If we freeze any account, we will only be obligated to remove the freeze upon receipt of either an agreement signed by all interested person(s), or a legal document which meets our requirements.

**In addition to the foregoing, if any person should instruct the Credit Union to make a large cash withdrawal (the definition of which shall be within**

**the Credit Union’s sole discretion) in lieu of other methods of transferring funds offered by the Credit Union, the Member hereby releases the Credit Union from any and all liability, claims and demands whatsoever which arise from or in any way relate to the Member’s possession of any large sums of cash from the moment possession of same is made available to the Member; and Member will execute and deliver any further releases the Credit Union may require in connection with any such withdrawal.**

7. **Temporary Holds and Authorizations for Amounts in Excess of Transactions.** To facilitate certain transactions you make, we may place temporary holds on funds in your accounts. The Credit Union can neither control the parties with whom you do business nor regulate the processing of transactions through the commercial networks used to facilitate your transactions. Therefore, it is your obligation to ensure that sufficient funds are on deposit at all times to cover the transactions you make—including the amount that may be subject to these holds. Pursuant to the processing networks rules, a merchant (hotel, car rental company, retailer, etc.) may obtain authorization for up to three times the total estimated amount of your actual hotel stay, car rental or other purchase. This is deemed to be an “authorized amount” by you and will not be available via your account until after your bill is settled with such merchant(s). This can result in an insufficient funds balance in your account(s). Even if your bill is satisfied with another form of payment, the merchant/retailer may continue to hold the funds as originally authorized by you for the aforementioned time periods. In order to avoid problems associated with these holds and authorizations, **we recommend you not use your debit card when checking in at hotels or renting cars (which are the primary source of such holds/authorizations).**

8. **Checking (Share Draft) Accounts.** The Credit Union may refuse any check or other item drawn against your account or used to withdraw funds from your account if it is not on a form approved by us. Providers of check forms we approve are set forth in the Business Fee Schedule. We also reserve the right to refuse any check or other item drawn against your account or used to withdraw funds from your account if made in a manner not specifically authorized for your account, if made more frequently or in a greater number than specifically permitted for your account, or if made in an amount less than the minimum withdrawal or transfer specifically permitted for your account. If we accept a check or other item not on a form approved by us, you will be responsible for any loss by us in handling the item. We may pay checks or other items drawn upon your account as set forth above, even if paying a particular check or item results in an insufficient balance in your account to pay one or more other items that otherwise could have been paid out of your account.

Because of the nature of the Credit Union check program, neither the Credit Union nor any other processing entities shall be responsible for the authenticity of the checks with regard to the signature or alterations; and checks, when presented, shall be paid without verification. **We may disregard all information on or any writing or memorandum attached to any check or item except for your signature, the amount and the information that is magnetically encoded.** You agree that we do not fail to use ordinary care because our procedures do not provide for sight examination.

You will notify us immediately if you learn or have reason to know that any of your checks have been lost or stolen. If you are negligent in safeguarding your checks or if there is a processing problem due to your use of a check printer we do not approve, we will not have any liability or responsibility for any losses you incur as a result if we act in good faith pursuant to standard commercial practices.

a. **Checks (Share Drafts).** You agree to use only check forms supplied or approved by us, and we will have no duty or liability whatsoever where you choose to use other items. Our duty is to use ordinary care in examining checks when they are presented to us for payment. **UNLESS WE HAVE SPECIFICALLY AGREED WITH YOU IN WRITING, OUR DUTY WILL NOT INCLUDE MONITORING NONSTANDARD INSTRUCTIONS OR OTHER LEGENDS APPEARING ON CHECKS.** We shall be deemed to have exercised ordinary care if we process your checks only by automated means or if any

unauthorized signature, counterfeit check, or alteration could not be detected by a reasonably careful examination of the item. You agree that we do not have to notify you if we refuse to pay a check you have written, if we pay a check that overdraws your account, or if we impose a fee in connection with either of these events.

Notwithstanding the foregoing you understand that checks can be washed unless you use a wash preventive ink. Therefore, you acknowledge and agree that we have no responsibility or liability to you whatsoever resulting, arising or relating from/to: alterations, forgery, non-payment; returns as no account/insufficient funds or otherwise; limitations we do not specifically agree to in writing; or any other processing/payment error with regard to any check that is not printed by our approved vendor(s) or your failure to use wash preventive ink in the writing of any check(s).

If you make withdrawals by check, the check must be properly completed and signed by the person(s) whose authority is on file with us. We may refuse to honor a withdrawal if we receive conflicting instructions from two or more authorized signers or if there is reasonable doubt as to who is authorized to make a withdrawal.

You are responsible for maintaining the security of all facsimile signatures, check writing equipment, and supplies. You must promptly notify us in writing of any checks that have been lost or stolen or the unauthorized use of facsimile signature equipment and the circumstances surrounding the loss, theft, or unauthorized use.

We reserve the right to refuse to cash or to impose a charge on anyone who asks us to cash a check that you have written. Even if your check is otherwise properly payable, we will not be liable to you for dishonor of your check, or otherwise, as a result of such refusal.

**Check Copies:** You understand that when paid, your original check (or any substitute check) becomes property of the Credit Union and may not be returned to you. We have no obligation to retain the originals of any checks or other documentation. If you request us to provide you with an original check or sufficient copy, you agree that we may provide a copy or an electronic image of the original check. The Credit Union may charge you a fee as set forth in the Business Fee Schedule for each requested item and/or for any necessary research, as applicable.

**Check 21:** Check processing is getting faster as financial institutions begin to process checks "electronically." We are required by law to provide the notice in the following section (**Substitute Checks**), which explains the differences between your original check (which might not be returned) and a substitute check, and your rights in the event the substitute check causes a loss that would have been avoided if the original check was still available..

**Substitute Checks and Your Rights: What is a substitute check?** To make check processing faster, federal law permits banks to replace original checks with "substitute checks". These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of the substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use the substitute check as proof of payment just like the original check.

Some or all of the checks that are returned to you from us may be substitute checks. This notice describes your rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks, photocopies of original checks, or to electronic debits to your account. However, you have rights under other laws with respect to those transactions.

**What are my rights regarding substitute checks?** In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this

procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, overdraft fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest, if your account earns interest) within ten (10) business days after we received your claim and the remainder of your refund (plus interest, if your account earns interest) not later than forty-five (45) calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

**How do I make a claim for a refund?** If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us by phone or by mail using the contact information listed at the end of this Agreement (see **Important Contact Information**). You must contact us within forty (40) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include:

1. A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
2. An estimate of the amount of your loss;
3. An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
4. A copy of the substitute check or identifying information such as the check number and the name of the person to whom you wrote the check.

b. **Authorized Signature.** The Credit Union will not be liable for refusing any order or item if we believe in good faith that the signature on any order or item is not genuine. We are authorized to honor any transactions initiated by a third person if you provide your access device or other information to a third person. Also, you agree that if you authorize the use of stamp/facsimile signature, electronic signature, access device or biometric, we shall not be liable for honoring any transaction or instrument that appears to bear your stamp/facsimile or electronic signature, even if made by an unauthorized person. It is your responsibility to ensure that you maintain the security and possession of any stamp or other facsimile signature.

c. **Stop Payment Orders.** If you do not want the Credit Union to pay a specific written instrument such as a personal check, you can ask us to place a Stop Payment Order ("SPO") on the instrument. You can notify us by mail, telephone, electronically, or in person. Your SPO will take effect when we record it on your account. A SPO will not be valid and binding on us unless the SPO includes your account number, the number and date of the written instrument, the name(s) of the payee(s), and the exact amount of the instrument. Only the person placing the SPO may release the SPO. All stop payment requests are subject to payment of a fee as set forth in the Schedule. We may require you to put the request in writing and send it to us within fourteen (14) business days. If we require you to confirm your oral request in writing and you fail to do so, your oral request will terminate fourteen (14) business days after it is made.

If you provide confirmation, your SPO will be effective for period of six (6) months. Alternatively, the Credit Union in its sole discretion may confirm any SPO in writing by sending a notice to the address shown in our records but has no obligation to do so. You acknowledge and agree that an indefinite SPO may affect future transactions and agree to be fully and solely responsible and liable for any such SPO that you order. For instance, if you use your checks through Check Number 9999, you may re-order checks that start over at the number of the first item you drafted. Thus, you may have written Check Number 101 on which you placed a SPO ten (10) years previously. When you re-order new checks after using them through Number 9999, the series starts over and in the tenth year of your account, the indefinite SPO will also apply to the old check number 101 as well as the new check also numbered 101 that is written this year. It is your obligation to release the SPO or to take steps not to re-use a check number or other transaction data that is the subject of any SPO in order to avoid application of your SPO to all checks that bear the same number as described herein, or other transaction types that may be subject to such SPO.

The Credit Union will not be responsible for any loss as a result of honoring a check: (1) through inadvertence, oversight or accident, we honor any postdated check; (2) if you fail to provide us with complete or accurate information; or (3) fail to meet your obligations as noted in this section or otherwise in this Agreement. We have no obligation to accept any order to stop payment on any certified check, cashier's check, teller's check or other instrument guaranteed by us. You will be responsible to the Credit Union if any claim or demand is made against us as a result of our acting in accordance with your stop payment order.

d. **Postdated and Stale Dated Drafts.** We may pay any draft without regard to its date unless you notify us in writing of a postdating pursuant to applicable laws and our requirements, together with any fee set forth in the Business Fee Schedule. We are not responsible if you give us an incorrect or incomplete description, or untimely notice. 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; however, we have no obligation or liability to you or any other party to the instrument or in the chain of the collection process if we do so.**

9. **Credit Union's Right to Investigate.** It is agreed that it is critical to the Credit Union and its members that the Credit Union have full rights to investigate all transactions, methods and means of making transactions to protect its members and the Credit Union. Therefore, it is agreed that upon notification of any claim of error, unauthorized transaction(s) or other notification related to or arising from any transaction(s), methods or means of making transactions the Credit Union shall have full rights of investigation to extend to all persons, means and methods of making transactions. It is expressly agreed that this shall specifically include the right to inspect and scan a member's or users access device(s) including but not limited to computers, tablets and smartphones; and to report the Credit Union's findings of such investigation to all owners and/or users.

10. **Adverse Claims to Funds in Your Account.** Without any obligation or liability, we may place a hold on your account in the amount of any funds for which there may be an adverse claim when we investigate the claim or until ownership of the funds is established to our satisfaction.

11. **Closing Your Account.** You or the Credit Union may close your account at any time for any reason and without prior notice. If we close the account, we will mail you a check for the final balance. You will still be liable to us for any service charges, returned checks or overdrafts, which may occur after the account is closed.

12. **Charges to Your Account.** Your account may be subject to various charges, including but not limited to item charges, a monthly service charge, charges for the use of certain account services, and late payment charges as set forth in the Business Fee Schedule, statement or other disclosure we provide to you, and which are made part of this Agreement. Unless otherwise agreed, these charges will be deducted from

your account balance automatically and may cause you to become overdrawn or your outstanding checks to be returned unpaid.

If funds in your account are attached, garnished, or levied against, or if we are prohibited by law from paying on your account, we may assess a legal process charge. We will debit your account for any expenses we may incur as a result of any such legal action. Any such legal action may reduce your account balance and cause your outstanding checks to be returned unpaid. We reserve the right to charge a fee for cashing checks you write. This fee will be collected from the payee at the time the check is cashed. If the payee refuses to pay our fee, we may refuse to cash your check, even if your check is otherwise properly payable, and we will not be liable to you for dishonor of your check, or otherwise, as a result of such refusal.

We reserve the right to make changes to our fees and other charges from time to time. Where practicable, notice of such changes will be given by mail addressed to the last address that you have specified for your account, by posting in our branch offices, or by making the information available to you in electronic form or otherwise as required or permitted by law.

13. **Transfer of Ownership.** YOUR ACCOUNT IS NOT ASSIGNABLE OR TRANSFERABLE EXCEPT ON OUR RECORDS. We must approve any pledge of your account as security for a debt, and any pledge remains subject to our security interest and right of set off, unless we otherwise agree in writing. If you wish to transfer ownership of your account, we may require that your account be closed and a new one be opened by and in the name of the new owner(s).

14. **Death of Sole Proprietor or Single Owner LLC with Same Tin.** Following the death of a sole proprietor of an unincorporated business or an LLC with a single owner using that owner's personal TIN, the balance in the account shall be payable in accordance with applicable law upon presentation of appropriate qualification documents and any required tax release.

15. **NSF Transactions and Overdraft Protection Plans.**

a. **Non-Sufficient Funds Transactions.** A Non-Sufficient Funds (NSF) transaction may result when you make or authorize any transaction that exceeds the balance in any account with us that you access by check, electronically, or otherwise that we pay, or if we impose a fee that exceeds the balance in your account. Unless you have an approved overdraft agreement with us, you agree not to cause any NSF transaction on any of your accounts with us. The Credit Union, in its sole discretion, may pay any NSF transaction via a courtesy overdraft program or otherwise on a case-by-case basis, but has no obligation to do so or to continue to do so. We may impose a fee as set forth in the Business Fee Schedule for any NSF transaction. You agree to promptly pay us the amount of the NSF transaction as applicable together with the fee pursuant to the Credit Union's policies. The Credit Union has no obligation to notify you before we pay or return any item.

b. **Overdraft Protection.** This is an optional service you can add to your checking account by linking up to three (3) eligible accounts to serve as overdraft protection. We will use available funds in your linked account(s) to authorize or pay your transactions if you don't have enough money in your checking account. A single Overdraft Protection Transfer Fee will be assessed each time a transfer/advance is made regardless of the number of transactions covered or whether money is transferred/advanced from multiple accounts. The fee for an overdraft transfer is set forth in the Business Fee Schedule. Transfers from a deposit account will be governed by this Agreement. Transfers from a loan account will be governed by the applicable loan agreement. We will not assess a fee unless the transfer/advance helped you avoid at least one overdraft or returned item. If you link multiple accounts, you may tell us the order in which you would like the funds transferred/advanced from. If you do not specify an order, we will first transfer funds from your linked savings account.

**Linked Account Transfers for Overdraft Coverage ("Overdraft Protection"):** If you have been approved for our Overdraft Protection plan,

you authorize the Credit Union to transfer funds from the eligible account(s) designated by you ("Transfer Account") to the overdrawn account. Transfers will be performed in accordance with your written transfer instructions, our overdraft procedures, or other agreements you have with the Credit Union. Transfers from a loan account will be governed by the applicable loan agreement. Funds in your Transfer Account(s) will be transferred to your overdrawn account in increments of \$100 to cover the NSF transaction. If the balance in your Transfer Account is \$100 or less, the entire balance in the Transfer Account will be transferred. If the first Transfer Account does not have a sufficient balance to cover the overdraft, the balance in that Transfer Account will be transferred and the remaining amount needed to cover the transaction will be transferred from the next Transfer Account(s) in an order you have designated. You may designate up to three qualified transaction accounts to serve as overdraft protection. You understand that your use of your checking account and transfer accounts is subject to the Credit Union's Membership Agreement and other account service charges may apply.

c. **Terms Applicable to all Overdraft Protection Plans.** If there are insufficient balances in all designated Transfer Accounts as specifically applicable to pay the overdraft, the applicable fee will be assessed as set forth in the Business Fee Schedule. You agree that the Credit Union may also in its sole discretion utilize any funds in any of your accounts to pay any overdrafts as defined herein or to pay any other debts that you owe as a result of any authorized acts. Funds may be applied from any account in which you have a beneficial interest; and may include funds regardless of the source including but not limited to deposits of funds representing the payment of Social Security, Veterans benefits, or any other funds that may be subject to limitations under federal or state laws. Any application of funds hereunder shall be deemed a voluntary transfer that you have authorized. Further, you agree that any overdraft protection plans you have now or in the future are intended to cover and be utilized for any such matter addressed herein caused by or arising from the actions of any owner or authorized users. ATM and one-time debit card transactions require member authorization using the methods we require in order for the Credit Union to exercise its discretion under this provision to pay these particular transaction types. You may apply for and receive the benefits of a specific agreement for overdraft protection. If approved by us, you agree the terms of any such agreement(s) shall also apply.

**16. Disclosure Statements.** In connection with your account, we may give you certain disclosure statements or policies, and may revise them from time to time. All such statements, policies and revisions shall be considered to be a part of this Agreement.

**17. Statements.** We will make available or send a monthly statement to the last address that you have specified for your account. This statement will list all activity that relates to your account during the statement period and any other information required by law. Upon receipt, you should review your statement carefully. Contact us if you do not receive your regular statement. If you do not receive or have any problem accessing a periodic statement, you agree to notify us in writing within fourteen (14) days of the date that the statement is usually sent or made available by us. If you do not notify us, you will be deemed to have received the statement for all purposes. IF YOU FAIL TO NOTIFY US WITHIN 14 DAYS OF RECEIPT OR AVAILABILITY OF THE STATEMENT OR OTHER WRITTEN OR ELECTRONIC REPORT OF YOUR ACCOUNT TRANSACTIONS OF ANY PROBLEM OR DISCREPANCY THAT APPEARS ON THE STATEMENT OR REPORT, SUCH AS AN UNAUTHORIZED TRANSACTION OR THE FORGERY OR ALTERATION OF ANY ITEM CHARGED TO YOUR ACCOUNT, YOU MAY LOSE CERTAIN LEGAL RIGHTS. IN NO EVENT WILL WE BE LIABLE FOR ANY UNAUTHORIZED TRANSACTION OR ANY FORGERY, UNAUTHORIZED SIGNATURE OR ALTERATION OF AN ITEM ON YOUR ACCOUNT THAT IS NOT BROUGHT TO OUR ATTENTION WITHIN 60 DAYS OF THE DATE ON WHICH YOUR STATEMENT OR REPORT WAS RECEIVED OR MADE AVAILABLE TO YOU.

Notwithstanding the foregoing, the time period for notifying us or making a claim under the Check 21 Act, with respect to a substitute check or an image of a substitute check that is sent with a statement or that appears on a statement, will be as set forth in the Check 21 Act.

Please notify us in writing of any change in your address. If your statement is returned to us, we will suspend further mailings until a current address is received. You will be deemed to have received any information we mail to you five (5) business days after the information is mailed, even if it is returned to us as undeliverable. You will be deemed to have received information we hold at your request at the time we make such information available for you to pick up. You will be deemed to have received information we make available to you electronically on the date we make the information available for access by you. We may assess a fee for an incorrect address as outlined in the Business Fee Schedule.

**18. Information.** You agree to cooperate with us in any record keeping and reporting which we believe to be necessary to fulfill government requirements. We may record conversations we have with you about your account.

**19. Change in Account Information.** You should notify us immediately of any change in the officers of your business or signing authority for your account. We may ask you to execute and deliver to us new account resolutions and signature cards before the change is made effective. You should also notify us in writing of any change in your address.

**20. Inactive or Dormant Accounts.** If your account falls below any applicable minimum balance or you have not made any transactions within the period of time specified in the Business Fee Schedule, we may classify your account(s) as inactive. An account is generally only considered dormant when an applicable State law requires such classification (i.e., dormant or abandoned). Although having no obligation to do so, we reserve the right to not classify a particular account as either inactive or dormant if any owner thereof has other active accounts or services with us. You may be assessed fees as set forth in the Business Fee Schedule for inactivity, which is generally the failure to transact any business on an account for a period of time as set for in the Business Fee Schedule. Unless specifically prohibited by applicable law, we may also assess a fee set forth on the Business Fee Schedule for processing your inactive account. You authorize us to transfer funds from another account of yours to cover any such fees. Unless prohibited by applicable law, we further reserve the right to transfer your dormant 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 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.

**21. Our Standard of Care.** Our responsibility to you is limited to our exercise of ordinary care in performing the services covered by this Agreement. Substantial compliance with our standard procedures shall be deemed to be the exercise of ordinary care. We will have no liability to you for taking or not taking any action permitted but not required. We will not be liable for the action or inaction of any third party in handling items deposited to or withdrawn from your account. NO THIRD PARTY SHALL HAVE ANY RIGHTS OR CLAIMS AGAINST US UNDER THIS AGREEMENT.

**22. Other Services.** If you use other Credit Union services in connection with your account, and there is any inconsistency between the terms and conditions of the agreement for those services and this Agreement, then the terms and conditions stated in the agreement for the additional services shall control, but only to the extent necessary to avoid inconsistency with this Agreement.

**23. Costs, Expenses and Attorneys' Fees.** All owners of account(s) or service(s) with us agree, jointly and severally, to pay us for all costs and expenses, including attorneys' fees we may incur: (1) if it is necessary for us to bring any legal or other action to collect any sum you owe the Credit Union; (2) if we incur any costs or expense as a result of any order or instruction received from any owner or any owner's agent under this

Agreement, any adverse claim, legal process; your failure to comply with any obligation in this Agreement or otherwise; (3) if we incur any expense as a result of any dispute, adverse or inconsistent claims; (4) if we bring any action contemplated in this Agreement; (5) if we successfully defend any claim against the Credit Union brought by any owner, agent, personal representative, executor, heir or other party in interest brought via any formal or informal process (including but not limited to arbitration or mediation) involving your accounts or services with us; or (6) if we deem it necessary to seek the advice or opinion of legal counsel or other professionals regarding the bona fides or legality of any transaction(s) to/from your accounts or involving any services with us, or any request for information or documentation regarding any of your accounts and/or services with us.

If you are responsible to pay us any costs of collection or legal expenses incurred in collecting any amount you owe; in enforcing or protecting our rights under this Agreement or otherwise; or as provided in this subsection, including but not limited to costs of repossession, repair, appraisal, and all other costs or expenses, you agree to pay us the actual amount of such costs and expenses together with reasonable attorneys' fees. In the case of any collection action you agree that 20% of the unpaid balance or such greater sum as may be appropriate based on the circumstances shall be a reasonable amount unless applicable law specifically provides otherwise.

Further, you agree to pay the Credit Union an additional sum for any costs, legal expenses or attorneys' fees incurred in any appellate, bankruptcy or post-judgment proceedings, except as limited or prohibited by applicable law. Any costs, expenses or fees hereunder will be paid from any of your account(s) with the Credit Union before payment to any owner or other party. If the amounts in your account(s) are not sufficient, then the owner(s) of the affected account(s) or parties to any applicable services will immediately pay any difference.

**24. Money Owed.** Except to the extent otherwise agreed with you in writing, any loans, charges, service or analysis charges, overdrafts or other obligations or other indebtedness now or hereafter owed to us by you may be charged in whole or in part to the account, to any other account(s) in your name, or to accounts of co-owners and of certain individuals, to the extent permitted by law. You grant us a security interest in the balance in the account and in any other account(s) in your name, to pay all loans, charges, service or analysis charges, overdrafts or other obligations or other indebtedness now or hereafter owed to us by you. In addition, we may exercise our right of set off without advance notice to you and without regard to any other right that we may have against you or any other party. Such set off shall be effective immediately upon the occurrence of the event giving rise to the set off rights even though we may enter the set off on our books at a later date.

Our security interest and right of set off shall prevail and take priority over any adverse claim, change of ownership, pledge, attachment, garnishment, levy, court order or other legal process of any kind whatsoever. Should one of these events occur, we may take any action permitted or required by law.

**Status Quo – Collateral Preservation:** You specifically agree that all shares on deposit constitute collateral for all obligations owed to the Credit Union. You agree that the Credit Union has the right to preserve this collateral, and may use appropriate administrative procedures (including but not limited to placing a temporary hold or "freeze" on such funds) to safeguard such funds if the Credit Union at any time has reason to believe such collateral may be impaired or at risk due to any default, bankruptcy, breach of any agreement or promise, or as otherwise provided for by our agreements or applicable law, without notice to any owner. In the case of any bankruptcy proceeding, the Credit Union has a right to preserve such collateral as set forth herein as cash collateral; and is not required to surrender or turnover such collateral absent the owner's filing any appropriate motions and the entry of an order either providing for adequate protection of the Credit Union's rights in such collateral, or modifying or terminating the automatic stay as to such collateral. You further agree that the Credit Union's exercise of this right to safeguard or "freeze" funds on deposit shall not constitute a violation of the automatic stay afforded by the Bankruptcy Code.

**25. Termination or Restriction of Account(s) and Service(s); Standards of Conduct and Behavior.** The Credit Union is committed to delivering exceptional products and services to members. To that end, our employees are trained to handle interpersonal interactions effectively and to address any service issues with Credit Union members. The Credit Union's policies define the circumstances under which services may be limited for members who engage in "improper or abusive conduct;" and also address other circumstances where services may be terminated or limited. The policy is not intended to restrict the rights and freedoms of any particular group or individual, but to protect Credit Union employees and members by addressing unacceptable conduct. You also understand and expressly agree that the Credit Union is a non-profit organization and that the rights addressed in this section are necessary to protect the Credit Union for the benefit of all members.

You may terminate your membership by giving us notice and complying with the policies and procedures of the Credit Union. Termination will not release you from any fees or obligations you owe us, those incurred in the process of closing your accounts or services, or your liability on outstanding items or transactions. You may terminate a single party account at any time by notifying us in writing. We have the right to require the written consent of all parties to a multiple party account for termination. You further agree that we can terminate your membership, any account or service, including any rewards program, for cause based on any of the circumstances defined in this Agreement; without notice or further action. We, in our sole discretion, may terminate, limit or restrict, or change the terms of any of your account(s) or service(s), including but not limited to loan services, or place a freeze on any sums on deposit with us at any time without notice, or require you to close your account(s)/service(s) and possibly apply for a new account(s)/service(s) if: (1) at any time and for any reason within our discretion we determine that continuing to maintain your account or providing any services exposes the Credit Union to any burden or risks that we do not wish to incur, or wish to no longer incur; (2) there is a request to change the owners or authorized users; (3) there is fraud/forgery or unauthorized use committed or reported; (4) there is a dispute as to ownership of any account or sum on deposit; (5) there are any share drafts that are lost or stolen; (6) there are returned items or transactions not covered by an overdraft plan agreement with us, or any abuse of any such plan per our assessment thereof; (7) there is any misrepresentation regarding any account(s) or service(s); (8) the Credit Union incurs any loss or believes it may incur any loss relating to any loan(s), account(s) or service(s) you have with us; (9) we believe you have been negligent in protecting any access devices or codes; (10) we deem it necessary to protect the Credit Union from any risks or losses, or otherwise deem it to be in the best interests of the Credit Union, our members or our employees; (11) you breach any promise under this Agreement or any other agreements with us including but not limited to any default or other delinquency with regard to any loan or other agreements; (12) if bankruptcy or any other insolvency proceeding is filed by or against you, or if we otherwise deem you to be insolvent or incapable of meeting your obligations to us; (13) you refuse or fail to cooperate as provided in this Agreement; (14) you have an account that does not maintain the required par value for a membership account or any balance as to all other accounts; (15) you violate any Credit Union policy, procedure or standard, or any law, regulation or rule; (16) you participate or facilitate any transactions for another person who is prohibited from making transactions with us pursuant to applicable laws or Credit Union policy/procedure; (17) you are found making unauthorized posting(s) or defacing or removing notices or signs on Credit Union premises and/or social media sites without management authorization; (18) you are found misappropriating Credit Union funds, property, or other material proprietary to the Credit Union; (19) you are found deliberately or repeatedly violating security procedures or safety rules; (20) you are found possessing, using, or being under the influence of illicit drugs on Credit Union premises; (21) you are found engaging in use or possession of weapons of any kind on Credit Union premises except for on-duty law enforcement officers or security officers; (22) any new US or other Country's laws, rules, regulations or other requirements make it impractical or impossible for the Credit Union to meet the requirements of such laws, rules, regulations or other requirements; or

(23) you are found to be: using one or more credit or debit cards to obtain cash and purchasing power we do not believe appropriate; using such devices to pay credit card balances with the proceeds of other cards; or using such devices in a manner we determine is primarily intended to abuse a rewards program.

**Notice on Actions We may take upon Termination as Set Forth Above:** We, on our own accord, may place a stop payment on any share draft, item or transaction if we are notified or otherwise reasonably believe that any of the foregoing circumstances have occurred. If you do not accept any deposit or part of a deposit that we attempt to return after termination, then such deposit will no longer earn dividends. We are not responsible for any draft, withdrawal, item or transaction after your account is terminated. However, if we pay any item after termination, you agree to reimburse us upon demand.

**Accounts or Services:** If application of the Credit Union's policies or the above remedies affects any accounts or services with multiple parties, we may require the party to whom the restrictions or termination is applied be: (1) removed; (2) the account be closed and then a new account may be reopened absent the affected party; or (3) the restrictions may be applied to the account or service. The Credit Union has no obligation to provide any specific information regarding the basis for taking action under this section to any other owners or parties.

**Residence outside the U.S., Its Possessions or Territories:** We may require that all checking accounts and related services be closed or deactivated if you move your residence to a country or place outside the U.S., its possessions or territories. The Credit Union may close your checking account(s) and related services if you do not do so.

**Duty to Cooperate:** You have a duty to cooperate with us, and any law enforcement or government agent or agency with regard to any claim of fraud, forgery, unauthorized access or any other adverse claim(s).

**26. Severability.** In the event that any paragraph of this Agreement or any portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of this Agreement not held by the court to be invalid or unenforceable will continue in full force and effect.

**27. Amendment, Waiver.** We reserve the right to amend this Agreement from time to time, including the right to convert your account from one product to another. Where practicable, we will post notice of any amendment in our branch offices, or we will mail notice of an amendment to the last address which you have specified for your account, or notify you otherwise as required or permitted by law.

Any waiver by us of any term or condition stated in this Agreement must be in writing and signed by a Credit Union officer and shall not be considered a waiver of any other or future obligation or right.

**28. Indemnity.** If you ask us to follow instructions that we believe might expose us to claims, suits, losses, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require a bond or other protections. An example of the kind of protection asked for would be your promise to protect the Credit Union against any claims (an indemnity).

You agree to indemnify and hold Credit Union, its officers, directors, shareholders, agents and employees, and its affiliates, and their respective officers, directors, agents and employees (collectively, the "Credit Union Parties") harmless from and against any and all losses, costs, suits, damages, liabilities and expenses (including reasonable attorney's fees) arising from the services performed by any of the Credit Union Parties in connection with this Agreement, except for those losses caused directly by any Credit Union Party's failure to exercise ordinary care or to act in good faith. Member and Credit Union agree that clerical errors and mistakes in judgment do not constitute a failure to exercise ordinary care or to act in good faith. Without in any way limiting the foregoing, Member agrees to

indemnify Credit Union Parties and hold them harmless from any and all losses, costs, suits, expenses, liabilities, damages and attorney's fees arising from or related to Credit Union Parties' acting in good faith in accordance with instructions or information which was purportedly faxed or sent electronically by Member or an Authorized Person of Member. Member agrees that Credit Union Parties will not be liable (a) for the quality of performance or lack of performance of any computer software or hardware or Internet delivered services supplied by Credit Union Parties to Member in connection with this Agreement or (b) for the transmission or failure of transmission of any information from Member to Credit Union or from Credit Union to Member. To the maximum extent permitted by law, the Member agrees that the Credit Union Parties will not be liable for events or circumstances beyond their reasonable control, and the liability of Credit Union Parties will be limited to correcting errors caused by Credit Union Parties. In addition, Credit Union Parties will not be responsible for any act or failure to act by any correspondent Credit Union, Federal Reserve Bank, SWIFT, Nacha, CHAS, or any regional or local automated clearinghouse, or any other third party. Any Credit Union Party seeking indemnification shall give prompt written notice to Member of the commencement or assertion of any action, proceeding, demand or claim by a third party (collectively, a "third-party action") in respect of which such Credit Union Party shall seek indemnification hereunder; provided that failure to give such notice shall not relieve Member from any liability unless such failure materially and adversely prejudices Member. Member shall have the right to assume control of the defense of, settle or otherwise dispose of such third-party action on such terms as Member deems appropriate; provided, however that (a) any Credit Union Party shall be entitled, at its own expense, to participate in the defense of such third-party action, (b) Member shall not be required to obtain the prior written approval of any Credit Union Party before entering into or making any settlement of such third-party action or acknowledging any liability in respect thereof, unless, pursuant to or as a result of such settlement injunctive or other equitable relief would be imposed against any Credit Union Party or if in the opinion of any Credit Union Party such settlement could have a material adverse effect on its business, (c) Member shall not consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by each claimant or plaintiff to Credit Union Parties of a release from all liability in respect of such third-party action, and (d) Credit Union Parties shall be entitled to have sole control, at the expense of Member, over the defense or settlement of any third-party action (i) as to which Member failed to assume the defense within a reasonable length of time or (ii) to the extent the third-party action seeks an order, injunction, or other equitable relief against any Credit Union Party which, if successful, would materially adversely affect the business, operations, assets, or financial condition of any Credit Union Party provided that Credit Union Parties shall make no settlement that would give rise to liability on the part of Member without the prior written consent of Member. As provided in the Resolving Claims section of this Agreement, any dispute between Member and Credit Union which does not involve a third-party action shall be settled by arbitration.

**29. Governing Law.** This Agreement and your and our rights and obligations under this Agreement and any other relationships to which this Agreement applies, are governed and interpreted according to federal law and the law of the state where your account is located. If you are not sure where your account is located, please contact us. Generally, your account is located in the State of the Credit Union's principal office, which is South Carolina. We reserve the right to transfer your account to another location in another state. If state law and federal law are inconsistent, or if state law is preempted by federal law, federal law governs in all respects. Our website and the electronic services that we provide (excluding linked sites) are controlled by the Credit Union from its principal offices noted above. While you may choose to access our website and electronic services from other locations, we make no representation that any information, materials, or functions included in our website or via our electronic service are appropriate or authorized for use in other jurisdictions. Your access from other locations is made on your own initiative; and you are solely responsible for compliance with any applicable local laws and regulations. Section headings in this Agreement are for convenience of reference only. If any law or judicial ruling renders any term or condition of this Agreement

unenforceable, the remaining terms and conditions shall remain in full force and effect. We reserve the right to waive enforcement of any of the terms set forth in this Agreement regarding any transaction or series of transactions. Any such waiver will not affect our right to enforce any of our rights with respect to any owner, user or other applicable person/party; or to enforce any of our rights with respect to other transactions. Any such waiver shall not modify the terms and conditions of this Agreement.

Further, you represent and agree that you shall perform all transactions, undertakings, and all your obligations under this Agreement in accordance with all applicable laws and regulations. This includes but is not limited to sanctions enforced by the Office of Foreign Assets Control (OFAC). You shall indemnify Credit Union against any loss, liability, or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements.

**30. Pre-Requisite to Fraud – Loss Claims.** If you carry special insurance for employee fraud/embezzlement, we reserve the right to require you to file your claim with your insurance company before making any claim against us. In such event, we will consider your claim only after we have reviewed your insurance company's decision, and our liability to you, if any, will be reduced by the amount your insurance company pays you.

**31. General Limitation of Liability.** We will be liable only for our own gross negligence or willful misconduct and will not be responsible for any loss or damage arising from or in connection with (1) any inaccuracy, act or failure to act on the part of any person not within our reasonable control or (2) any error, failure or delay in execution of any transfer resulting from circumstances beyond our reasonable control, including, but not limited to any inoperability of communications facilities or other technological failure. Provided we have complied with our obligations under this Agreement, you agree to indemnify, defend, and hold us harmless against any claim of a third party arising from or in connection with this Agreement or the service we provide hereunder.

We make no warranties, express or implied, in connection with the services we provide you under this Agreement, including, without limitation, the warranties of merchantability and fitness for a particular purpose.

In no event will we be liable for any consequential, incidental, special or indirect losses, damages, including dishonor of checks or other items, or expenses (including counsel fees), which you may incur or suffer by reason of this Agreement or the services we provide hereunder, whether or not the possibility or likelihood of such loss, damage or expense is known to us.

We may issue you the number of Passwords, PINs or other access keys (together "passwords") for your accounts or account services that you request. You shall have sole and exclusive responsibility for providing the passwords to those individual(s) whom you authorize to use the card(s). We shall have no liability for transactions performed using your card and a PIN issued to you regardless of whether you deem such transactions to be authorized or unauthorized.

Any security procedure applicable to the card and disclosed to you is strictly confidential and should be disclosed to only your employees or agents with a need to know them. You shall instruct those individuals that they should not disclose the security procedures to anyone. You must establish and maintain procedures to insure the confidentiality of the PINs and the security procedures.

We assume no responsibility to discover or audit any possible breach of security or unauthorized disclosure or use of cards or PINs by your employees, agents, or representatives. You shall promptly notify us of any suspected unauthorized activity (whether or not involving your employees). We reserve the right to change our security procedures upon notice to you.

**UNLESS PROHIBITED BY LAW, MEMBER AGREES THAT IN NO EVENT SHALL CREDIT UNION OR CREDIT UNION'S SERVICE PROVIDERS BE RESPONSIBLE OR LIABLE TO MEMBER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL,**

**EXEMPLARY, PUNITIVE, OR INCIDENTAL DAMAGES, LOSSES OR INJURIES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR COST OF COVER) ARISING OUT OF THE USE BY MEMBER OF ANY SERVICE OR THE FAILURE OF CREDIT UNION OR ITS SERVICE PROVIDERS TO PROPERLY PROCESS AND COMPLETE TRANSACTIONS THEREUNDER, EVEN IF CREDIT UNION OR CREDIT UNION'S SERVICE PROVIDERS HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR INJURIES.**

**A) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CREDIT UNION MAKES NO, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, WHATSOEVER TO MEMBER OR TO ANY OTHER PERSON AS TO THE SERVICE OR ANY ASPECT THEREOF, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, OR SUITABILITY. MEMBER AGREES THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY CREDIT UNION EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR ANY SERVICES TO BE PERFORMED PURSUANT HERETO.**

**B) CREDIT UNION MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, TO MEMBER AS TO ANY COMPUTER HARDWARE, SOFTWARE, OR EQUIPMENT USED IN CONNECTION WITH THE SERVICE (INCLUDING, WITHOUT LIMITATION, MEMBER'S COMPUTER SYSTEMS OR RELATED EQUIPMENT, MEMBER'S SOFTWARE, OR MEMBER'S INTERNET SERVICE PROVIDER OR ITS EQUIPMENT), OR AS TO THE SUITABILITY OR COMPATIBILITY OF CREDIT UNION'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT MEMBER USES, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING (BUT NOT LIMITED TO) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**C) CREDIT UNION SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN OR MALFUNCTIONS OF MEMBER'S COMPUTER HARDWARE OR SOFTWARE, FOR THE QUALITY OF PERFORMANCE OR LACK OF PERFORMANCE OF ANY COMPUTER SOFTWARE OR HARDWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY CREDIT UNION TO MEMBER IN CONNECTION WITH THIS AGREEMENT, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM MEMBER TO CREDIT UNION OR FROM CREDIT UNION TO MEMBER. CREDIT UNION SHALL NOT BE RESPONSIBLE FOR NOTIFYING MEMBER OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF MEMBER'S COMPUTER HARDWARE OR SOFTWARE.**

**32. Important Conditions That May Affect Access to Services, Credit Union Offices and/or Limitations on Services (Natural Disasters, Pandemics or Significant Health Concerns and Other Acts of God).** The Credit Union may limit, refuse, close or terminate any account or service if: (1) we deem it necessary due to legal/regulatory requirements of a foreign country that are not directly applicable to U.S. residents; or (2) we deem it to be in the Credit Union's best interests to not provide accounts or services due to potential exposures or obligations under non-U.S. laws, rules or regulations. The Credit Union may also limit, refuse, close or terminate any account or service if: (1) we deem it necessary due to legal/regulatory requirements of a state in which we do not maintain a physical presence and/or provide services only to a limited number of persons residing in that state; or (2) we deem it to be in the Credit Union's best interests to not provide accounts or services due to potential exposures or obligations arising or related to the laws of a state where we do not maintain a physical presence.

**a. Virtual Currency.** We do not accept accounts transacting in any type of virtual currency (crypto currency) services or transactions. Prohibited transactions include but are not limited to: (i) wires (incoming/outgoing); (ii) ACH transactions (incoming/outgoing); (iii) privately owned ATMs dealing specifically with crypto currency; or (iv) credit or debit card transactions.

b. **Monitoring.** We monitor all members and transactions. If prohibited activity, suspicious activity and/or unsatisfactory account handling is detected, we will review the account and take action either by limiting services or closing the account. (Refer to item 24. Termination or Restriction of Account(s) and Service(s); Standards of Conduct and Behavior).

c. **FORCE MAJEURE.** Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental declarations, acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder. This clause shall continue to apply for a reasonable period of time after the cause addressed above has subsided sufficient to allow resumption of services.

d. **OFFICIAL HEALTH GUIDANCE.** All Credit Union offices reserve the right to follow/implement official health guidance issued by governmental entities and/or health organizations which may include but are not limited to: Closure of Credit Union Offices; Social Distancing; Requiring the use of Personal Protective Equipment (masks, gloves, clear eye coverings or other requirements). These requirements may vary from office to office; and may change from time to time.

e. **FACE MASKS.** For security reasons all face masks are prohibited unless medically required. If a mask is medically required, members/non-members, contractors, and staff will be asked to temporarily remove it before assistance may be provided and completing a transaction for proper identification. If you feel you cannot remove you mask temporarily for identification in the branch you may use the Credit Union's drive thru as an alternative. We will also consider any requests for special appointments where your identity can be verified before entering Credit Union property.

f. **Transaction Limitations and the Credit Union's Business Days.** Except as may be otherwise specifically provided in our Agreements, all transactions after our "daily cut-off time" and made on days that are not our business days will be treated, transmitted, recorded, etc., as applicable and appropriate as if received on the next business day that we are open. Deposits, orders, instructions, requests, etc., received by mail, electronically, at an unstaffed facility, or outside depository will be processed and credited only when actually received by us, and we shall have no responsibility until we actually receive the item.

## RESOLVING CLAIMS

### ARBITRATION PROVISION

**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 Provision, 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. These provisions shall apply to any claim arising or relating to any Claim existing now or in the future and shall apply to existing and future accounts.**

### EFFECT OF ARBITRATION.

This Arbitration Provision will apply to you and us and to your account as of the date your account was opened (or, if you are an existing member, as of the date of this Arbitration Provision. If a Claim is arbitrated, neither you nor we will have the right to: (1) have a court or a jury decide the Claim; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action, private attorney general or other representative action in court or in arbitration; or (4) join or consolidate a Claim with those of any other person.

The terms in this Section shall not limit or constrain our right to self-help remedies, such as the right of set-off or the right to restrain funds in an account, to collect any fees, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies.

This Arbitration Provision will survive the termination of your Business Membership Account and Services Agreement. See further details below.

#### JURY AND CLASS ACTION WAIVER

AS PERMITTED BY LAW, YOU AND WE AGREE AND UNDERSTAND THAT YOU AND WE BOTH GIVE UP THE RIGHT TO TRIAL BY JURY. THIS IS A JURY TRIAL WAIVER.

NO CLASS ACTION OR JOINDER OF PARTIES: YOU AND WE AGREE THAT NO CLASS ACTION, PRIVATE ATTORNEY GENERAL, OR OTHER REPRESENTATIVE CLAIMS MAY BE PURSUED IN ARBITRATION, NOR MAY SUCH ACTION BE PURSUED IN COURT IF EITHER YOU OR WE ELECT ARBITRATION. UNLESS MUTUALLY AGREED TO BY YOU AND US, CLAIMS OF TWO OR MORE PERSONS MAY NOT BE JOINED, CONSOLIDATED, OR OTHERWISE BROUGHT TOGETHER IN THE SAME ARBITRATION (UNLESS THOSE PERSONS ARE JOINT ACCOUNT OWNERS, BORROWERS OR BENEFICIARIES ON YOUR ACCOUNT AND/OR RELATED ACCOUNTS, OR PARTIES TO A SINGLE TRANSACTION, LOAN OR RELATED TRANSACTION). IF THIS SPECIFIC PARAGRAPH IS DETERMINED BY TO BE UNENFORCEABLE, THEN THIS ENTIRE PROVISION SHALL BE NULL AND VOID, BUT ALL OTHER PROVISIONS HEREIN SHALL REMAIN FULLY BINDING.

### DEFINITIONS.

**"We," "Us" and "Our."** Solely as used in this Arbitration Provision, the words "you" and "yours" mean anyone who signs a Membership and Account Application and Account Card, or similar document. The words "we," "us" and "our" mean the credit union and includes the credit union's employees, officers, directors, volunteers, affiliates, predecessors, acquired entities, successors and assigns.

**"Account."** For purposes of this Arbitration Provision, the word "account" means any one or more savings, checking or other accounts you have with us and the features and services provided

in connection with it or them. The word “savings” means any share or time deposit account you have with us. The word “checking” means any share draft account you have with us. These terms include, but are not limited to: checking accounts, savings accounts, money market accounts, certificates of deposit, UTMA accounts, and accounts held for trusts. “Account” also refers, collectively and separately, to any services associated with any account. Further, “account” shall include any loan or lending relationship with us as a borrower, co-borrower, guarantor, owner of collateral or third-party pledgor. A loan or lending relationship shall include any products or services obtained in connection with or arising from the lending relationship.

**“Claim.”** A “Claim or claim” subject to arbitration is any demand, cause of action, complaint, claim, asserted right, or request for monetary or equitable relief, whether past, present or future, and based upon any legal theory, including contract, tort, consumer protection law, fraud, statute, regulation, ordinance, or common law, which arises out of or relates to your Membership and Account Agreement, your deposit account(s) or loan account(s), the events leading up to your becoming an account holder or borrower (for example, advertisements or promotions), any feature or service provided in connection with your account(s), or any transaction conducted with us related to any of your accounts or services. Notwithstanding the foregoing, the term “Claim” excludes: (a) any dispute or controversy about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof, including the Class Action Waiver below (a court will decide such disputes or controversies); and (b) any individual action brought by either party in small claims court or your state’s equivalent court, unless such action is transferred, removed or appealed to a different court.

#### ARBITRATION PROCEDURES.

- a. **Agreement to Arbitrate Claims:** Unless you opt out as provided below, you or we may elect to arbitrate any Claim.
- b. **Electing Arbitration:** If you or we elect to arbitrate a Claim, the party electing arbitration must notify the other party in writing (the “Notice”). Your Notice to us shall be sent to: SRP Federal Credit Union, Attn. Compliance, P.O. Box 6730, North Augusta, S.C. 29861-6730 (the “Notice Address”). Our Notice to you shall be sent to the address for you currently in our files. Any arbitration hearing that you attend will take place in a venue in the county where you reside unless you and we agree otherwise. If a party files a lawsuit in court asserting a Claim and the other party elects arbitration, such Notice may be asserted in papers filed in the lawsuit (for example, a motion by the defendant to compel arbitration of Claims asserted by the plaintiff in a lawsuit filed in court). If you or we commence litigation of a Claim, neither you nor we waive our right to elect arbitration with respect to any counterclaim or other Claim that you or we may make. In the event that a court grants a motion to compel arbitration, either party may commence the arbitration proceeding in accordance with the rules and procedures of the arbitration administrator specified in this section.
- c. **Arbitration Costs:** Each party to the Agreement will be solely responsible to pay their costs and expenses

associated with any arbitration actions hereunder and/or as required by the Arbitration Rules agreed to herein.

- d. **Arbitration Administrator and Rules:** The party electing arbitration must choose between one of two administrators: (1) the American Arbitration Association (“AAA”), or (2) JAMS. The administrator chosen will apply its rules and/or codes of procedures in effect at the time arbitration is elected. You may obtain a copy of the rules and/or codes, and more information about initiating an arbitration, by: (1) contacting AAA at: 1-800-778-7879 or visiting: [www.adr.org](http://www.adr.org), or (2) contacting JAMS at: 1-800-352-5267 or visiting: [www.jamsadr.com](http://www.jamsadr.com). The arbitrator is bound by the terms of this Agreement. If neither AAA nor JAMS can serve, the parties may agree on another administrator, or a court may appoint one.
- e. **What Law the Arbitrator Will Apply:** The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, or by state or local laws that relate to arbitration proceedings. However, the arbitrator will apply the same statutes of limitation and privileges that a court would apply if the matter were pending in court. In determining liability or awarding damages or other relief, the arbitrator will follow the applicable substantive law, consistent with the Federal Arbitration Act (FAA), that would apply if the matter had been brought in court.
- f. **The Arbitrator’s Decision and Award; Attorney Fees:** At the timely request of either party, the arbitrator shall provide a brief written explanation of the grounds for the decision. The arbitrator may award any damages or other relief or remedies that would apply under applicable law, as limited in Section (e) above, to an individual action brought in court. In addition, with respect to Claims asserted by you in an individual arbitration, we will pay your reasonable attorney, witness and expert fees and costs if, and to the extent you prevail, or if applicable law requires us to do so.
- g. **Effect of Arbitration Award; Appeal:** The arbitrator’s award shall be final and binding on all parties, except for any right of appeal provided by the Federal Arbitration Act.

**FEDERAL ARBITRATION ACT.** Your Business Membership Account and Services Agreement, Other Services Agreements or Disclosures and Loan Agreements evidence transactions in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Provision. If a specific law expressly requires otherwise, then that law will apply in place of any of the foregoing without invalidating any other provisions in this Section.

**CONFLICTS; SEVERABILITY; SURVIVAL.** This Arbitration Provision is intended to be broadly interpreted. In the event of a conflict between the provisions of this Arbitration Provision and the AAA or JAMS rules, or any other terms of the Business Membership Account and Services Agreement, the provisions of this Arbitration Provision shall control. If any part of this Arbitration Provision is deemed or found to be unenforceable for any reason, the

remainder shall be enforceable, except as provided by the Class Action Waiver. This Arbitration Provision shall survive: (1) the closing of your account(s) and the termination of any relationship between us, including the termination of your Business Membership Account and Services Agreement, and (2) any bankruptcy to the extent consistent with applicable bankruptcy law.

**JURISDICTION AND VENUE.** Any action or proceeding regarding this Section, your account or this Business Membership Account and Services Agreement must be brought in the state where the Credit Union maintains your account. You submit to the personal jurisdiction of that state. Any action or proceeding will be governed by and interpreted in accordance with the Governing Law Section of this Agreement.

### ELECTRONIC FUNDS TRANSFER & ELECTRONIC SERVICE AGREEMENT AND DISCLOSURE FOR BUSINESS MEMBERS

This section governs transactions initiated by you or your employees using a Credit Union Business Check Card and other Credit Union card products offered to business members from time to time by the Credit Union ("Business Check Card(s)"). Your use of Business Check Cards is subject to the fees and terms of your checking and savings accounts as set forth elsewhere in this Agreement and in related agreements and fee schedules, which are available at any Credit Union branch location. Some ATM networks impose an additional transaction fee unrelated to our fees and charges and may be assessed to your account.

Other electronic transactions against your account, whether or not initiated or authorized by you will be governed by the specific Agreement between us related to such transactions and/or all applicable rules and regulations governing such transactions, including without limitation, the rules of the National Automated Clearing House Association (Nacha) as may be amended from time to time.

Under Nacha rules we cannot return an unauthorized electronic transaction (ACH debit) unless you notify us no later than 5:00 p.m. Eastern Time on the following business day following the settlement date of the transaction. If the following business day falls on a Wednesday, the Credit Union needs your notification by 12:00 p.m. Eastern Time. Otherwise, your sole recourse is to the originator of the transaction.

**1. Electronic Records.** To facilitate electronic commerce, to reduce the expense of records storage, and to obtain the benefits of faster access to records, you acknowledge and agree that we may in our discretion store all records electronically; and that we will not retain and have no obligation to retain any original documents for any period of time. This applies to all documentation including but not limited to checks, transaction records, notes, mortgages, deeds of trust and other loan and/or security documentation. You further acknowledge and understand that we will routinely destroy all original documentation. We may store records electronically via imaging, scanning, filming or other technology used in the financial services industry for the storage of documentation via internal processes or third-party processors that we approve for these services. You agree that such storage shall be secure, and further agree that such records shall for all purposes be recognized and admissible in evidence or otherwise to prove the agreements, rights and obligations of the parties pursuant to any such records.

**2. "E-Mail" and Facsimile Communications.** You acknowledge and agree that the Internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim or damages arising or in any way related to our response(s) to any e-mail or other electronic communication, which we in good faith believe you have

submitted to us. We have no duty to investigate the validity or to verify any e-mail or other electronic communication; and may respond to an e-mail at either the address provided with the communication, the e-mail address in your Account Card, or any other application or written communication actually received by us. Any account owner, co-borrower, guarantor, or authorized user may change the e-mail address for statements or other information from us at any time.

Although having no obligation to do so, we reserve the right to require authentication of e-mails or electronic communications. The decision to require authentication is in the sole discretion of the Credit Union. We will have no obligation, liability or responsibility to you or any other person or company if we do not act upon or follow any instruction to us if a communication cannot be authenticated to our satisfaction. Further, the Credit Union may not immediately receive e-mail communications that you send. Also, we will not take action based on e-mail requests until we actually receive your message and have a reasonable opportunity to act. We reserve the right to require any notices from you be submitted to us in writing, and we may refuse to send certain information through unsecured e-mail communications. If you need to contact the Credit Union immediately regarding an unauthorized transaction, stop payment request, or otherwise, you may contact the Credit Union using the information listed in the **Contact Information** section at the end of this Agreement. You expressly consent and agree to us, our agents or any parties we authorize sending and your receiving any communications hereunder by facsimile or other electronic methods including any offers for Credit Union, affiliate or third-party services and/or products.

**Consent to Electronic Signatures:** BY OPENING ANY ACCOUNT OR THROUGH THE USE OR CONTINUED USE OF ANY CREDIT UNION SERVICE, YOU CONSENT TO HAVING ALL DISCLOSURES PROVIDED OR MADE AVAILABLE TO YOU IN ELECTRONIC FORM AND TO DOING BUSINESS WITH THE CREDIT UNION ELECTRONICALLY. YOU AGREE TO THE SAME TERMS THAT APPLY TO A SIGNED APPLICATION OR AGREEMENT; AND YOU AGREE THAT SUBMITTING THIS CONSENT OR ACCEPTING THESE TERMS CONSTITUTES YOUR SIGNATURE AS THOUGH SAME WERE PHYSICALLY SIGNED BY YOU.

**3. Account Access.** If approved, you may use your Business Check Card to conduct transactions at Automated Teller Machines (ATMs), Interactive Teller Machines (ITMs), and make point-of sale (POS) transactions to purchase goods and services from participating merchants. You may also receive cash back on transactions at participating merchants. If you wish to pay for goods or services over the internet, telephone, and mail, you may be required to provide card number and security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your share draft (checking) account.

Any Credit Union Business Check Card or personal identification number (PIN) issued to or selected by you may access a single business checking and/or a single business savings account (for example, accounts with the same name or tax identification number).

All Business Check Card services may not be available depending on the access method selected.

**Purchases at Merchants:** You may use any of your Credit Union Business Check Cards to make purchases at merchants that accept Visa Debit cards. You may use your Business Check Cards to make purchases by entering your PIN at participating merchants. You may also get cash from a merchant, if the merchant permits. Purchases made with your card will result in debits to your business checking account. These transactions will be itemized on your monthly statement, and may include the merchant name, location, the date of purchase and the amount of the purchase.

**Other Electronic Transactions:** In addition to transactions initiated by using your Business Check Card, there are other electronic banking transactions that you may arrange through your account. These include:

- Telephone and/or computer activated transfers of funds from your accounts with us to other accounts with us or to third parties. These include but are not limited to transfers made by telephone, text, online and mobile banking.
- Automatic transfer of funds between checking and savings accounts.
- Automatic periodic payments to third parties or us from checking or savings accounts (for example, monthly mortgage payments, installment loan payments, insurance payments, utility payments).
- Direct deposit to checking or savings accounts (for example, payroll checks, social security payments).
- Electronic check conversions from your checking account using a blank, partial or fully completed check at merchant locations.
- You can also use any of your Credit Union Check Cards to obtain a cash advance from your checking account at any Visa® member financial institutions anywhere in the world.

**4. Business Check Card Transactions/Authorizations.** When you use your Credit Union Visa Check Card for payment the merchant requests Credit Union to authorize the transaction amount. At the time of the request, we authorize (promise to pay) or decline the merchant's request. If we authorize, we will reduce your Available Balance by the amount of the merchant's authorization request. Some merchants (e.g., hotels, restaurants, gas stations, car rental agencies) request an authorization that is an estimated amount of the anticipated purchase instead of the full purchase amount. As a result, the reduction of your Available Balance may be less or greater than the final check card transaction amount presented for payment. It is important to note that your Available Balance may change between the time a check card transaction is authorized and when the check card transaction is presented for payment.

Check card authorizations will be reflected as pending transactions from the time we receive the authorization until the merchant presents the item for payment, a completion message is received, or three (3) business days, whichever occurs first. If the check card authorization has not been presented for payment after three (3) business days, it will be removed from your pending transactions and your Available Balance will no longer be reduced by the authorization amount. Due to prior authorization (promise to pay), if the check card transaction is presented for payment at a later date we will pay the item regardless of your Available Balance.

If any check card transaction results in a negative Available Balance at the time it is presented for payment, even if your Available Balance was positive at the time the check card transaction was authorized, you may be charged a fee as set forth in the Business Fee Schedule. It is your responsibility to ensure your account has a sufficient Available Balance to cover all transactions you conduct. We recommend keeping a record of your balance and deducting every transaction at the time you initiate it.

**5. Balance Requirements.** Transactions using your Business Check Card(s) will be completed only if sufficient funds are available in the applicable account balance, overdraft protection or other linked credit facility to fully perform the transaction.

**6. Limits on Transfers.** The terms of your deposit account may restrict the number of withdrawals you may make from your account each month. Restrictions described earlier in this Agreement and in other disclosures and agreements you received at the time your account was opened or when additional products or services were accessed will also apply to your electronic withdrawals and electronic payments unless specified otherwise.

**Security:** For security reasons, there are limitations on the transactions that you may perform with any of your Business Check Cards per day. There are limitations on the dollar amount of cash withdrawals at ATMs and or cash that you receive from merchants over the amount of your purchase. There are also daily limitations on the total dollar amount of purchases at merchants and or cash advances at Visa® member financial institutions you may perform.

Our standard transaction limits are set forth in the Business Fee Schedule. We may change these limitations based on periodic risk assessments and we reserve the right to make such changes without notice to you. Transfer limits are also subject to temporary reductions to protect the security of customer accounts or transfer systems.

**7. Fees.** We may assess fees for electronic funds transfers in accordance with the information found in our Business Fee Schedule. These fees may be changed at any time, subject to our giving you any notice required by law.

**ATM Surcharges:** When you use an ATM that is not identified as ours with the Credit Union name, you may be charged a fee by the ATM operator or any network used to complete the transfer (and you may be charged a fee for a balance inquiry). You understand and agree that the ATM operator or network may charge multiple fees for multiple transactions (for example, a fee for a balance inquiry and a fee for a withdrawal) during the same ATM session. We have no control over any fees charged by the owner of a non-SRP FCU ATM. We may charge you a fee for using a non-SRP FCU machine as set forth in the Business Fee Schedule. You acknowledge and agree that we may charge you a fee for a balance inquiry and a fee for a withdrawal conducted during the same ATM session using a non-SRP FCU machine.

**8. Using Your Card for International Transactions.** You may use your Credit Union Business Check Card for retail purchases with international merchants, for international cash advances and all transactions performed at international ATMs that bear any of the network logos found on your card. Refer to the Business Fee Schedule for applicable fees. We may block transactions in certain foreign countries. Contact us at the numbers at the end of this Agreement (see **Contact Information**), printed on the back of your access devices or as set forth in the Business Fee Schedule for more information. Some merchant and ATM transactions, even if you and/or the merchant or ATM are located in the United States, are considered international transactions under the applicable network rules, in which case we will add International Processing Fees to those transactions. You understand and agree that international transactions include Internet transactions (and other transactions) initiated in the United States with a merchant who processes the transaction in a foreign country, and you acknowledge that International Processing Fees may be charged in such situations. The Credit Union does not control how these merchants, ATMs, and transactions are classified for this purpose. If the transaction requires a currency conversion, the exchange rate in effect when processed may differ from the rate in effect on the date of the transaction or the date of the posting to your account.

Transactions processed through the Visa® system will be converted according to the applicable rules established by Visa. The foreign currency transaction will be converted to U.S. Dollars by multiplying the amount of the foreign currency times (i) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or (ii) the government-mandated rate in effect for the applicable central processing date. For transactions processed through other networks, the international currency transaction will be converted by that network in accordance with their rules. For transactions processed through other networks, the international currency transaction will be converted by that network in accordance with their rules.

Additional fees may apply. If you need to contact us about your card while outside of the United States, contact us at the number listed at the end of this Agreement or printed on the back of your card.

**9. Limitations on Our Liability.** We will not be liable for our inability to perform a transfer if:

- you misuse an ATM or POS terminal
- the available balance in your account is insufficient to make the transfer
- your account is subject to legal process or encumbrance
- you have an overdraft line and the transfer would cause you to exceed your credit limit
- an ATM does not have sufficient cash
- a terminal or system is not working properly
- circumstances beyond our control (including, without limitation, any act of God, accident, fire, flood, equipment failure, or system failure) prevent the transfer
- a merchant refuses to accept your Card
- an ATM rejects your Card
- your Card or account has been cancelled

We shall have no liability to you other than those imposed upon us by law for our own lack of good faith or failure to act in accordance with the reasonable commercial standards of the banking business. Reasonable care in the handling of items of deposit shall be measured by the standard of the reasonableness of the banking procedures established for the transaction involved. A mere inadvertence or an honest mistake of judgment will not constitute a failure to perform such obligations or a failure to exercise reasonable care, and in no case will be deemed Wrongful. We shall not be liable for consequential, indirect, or special damages even if we have been advised of the possibility of them.

**10. Notifying the Credit Union of Unauthorized Use.** You agree to instruct each Authorized Cardholder to notify you immediately if a Card or PIN is lost or stolen, or if a Card or PIN or the account number for a Card or PIN may be subject to any unauthorized use. You agree to notify the Credit Union immediately if you or any Authorized Cardholder knows or suspects that a Card or PIN is lost, stolen or otherwise subject to unauthorized use. The Credit Union requires information in writing concerning the apparent or potential unauthorized transaction.

**11. Unauthorized Use – Additional Risk Associated with Use of Business Purpose Cards.** You will not have the benefit of any consumer law limiting liability with respect to the unauthorized use of your Card. This means your liability for the unauthorized use of your card could be greater than the liability in a consumer debit card transaction. You accept and agree to undertake the additional risk and greater measure of liability associated with the use of business purpose cards as described in this Agreement.

If you or an Authorized Cardholder notifies the Credit Union of a lost or stolen Card or PIN or any known or suspected unauthorized transactions, the Credit Union will respond in a commercially reasonable manner and time to reduce the risk of any unauthorized use. If you fail to notify the Credit Union as required in this Agreement, you shall be liable for all unauthorized use. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, YOU AGREE THAT, WITH RESPECT TO ANY SINGLE UNAUTHORIZED TRANSACTION, THE CREDIT UNION WILL HAVE NO LIABILITY TO YOU FOR ANY UNAUTHORIZED TRANSACTIONS MADE USING YOUR CARD THAT OCCUR BEFORE YOU HAVE NOTIFIED US OF POSSIBLE UNAUTHORIZED USE AND WE HAVE HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE. The use of a Card at any time by an Authorized Cardholder, or by another person with an Authorized Cardholder's

knowledge, even if the Authorized Cardholder is no longer employed or associated with you, shall not constitute Unauthorized Use, subject to expressly applicable laws. Notwithstanding the foregoing, if the unauthorized transaction was a Visa Transaction, the Credit Union agrees to extend the benefits provided by the Visa Zero Liability program in effect at the time of the unauthorized use, as long as you demonstrated that reasonable care was exercised in safeguarding the Card or PIN from the risk of loss or theft, and upon becoming aware of a loss or theft of the Card or PIN or any unauthorized use of it, a report of the loss or theft of the Card or PIN or any unauthorized use of it was promptly provided to us. The Credit Union will determine, in its sole discretion, the reasonableness of any particular period of time based on the circumstances.

**To Report a Lost or Stolen Card:** If your Card has been lost or stolen, or you believe an unauthorized transfer or error has occurred or may occur, please contact us AT ONCE by calling 1(800) 237-9829. Please see **Important Contact Information** on the last page of this Agreement.

**12. Error Resolution.** You agree to examine your receipts and periodic statements using ordinary care and to report any errors or problems to us within a reasonable time. You agree that the time to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of sixty (60) days from when the statement containing the error or problem was first mailed or made available to you. If you do not report within sixty (60) days, we will be entitled to treat such information as correct and you will be precluded from asserting otherwise. You further agree that if you fail to report to us any errors or problems within thirty (30) days from when the statement was first mailed or made available to you that we will not be required to pay interest on any refund to which you may be entitled. We will recredit your account for errors or problems as required by law.

Call or write us immediately with errors or questions about your electronic transfers at the telephone number or address listed in this Agreement. If you tell us orally, we may require your complaint or question in writing within nine (9) business days.

If you provide us with timely notice of an error or problem in your periodic statement, we will investigate the matter and notify you of the results as soon as reasonably possible under the circumstances.

**13. General Provisions.** Your card(s) may, but need not, be retained by any ATM or merchant if:

- the PIN is wrong after repeated attempts;
- your card was reported lost or stolen;
- your card was closed for misuse;
- all of your accounts linked to your card(s) have been closed;
- your card expired or was replaced;
- the machine is not operating properly.

We may refuse to issue a card to you or to reissue a card to you if you have previously had one. Each card issued by us remains our property, is not transferable (other than to your authorized employees) and may be canceled, revoked or limited by us at any time without prior notice to you. In the event of cancellation or revocation, your card must be surrendered to us upon demand. If you attempt to use your card after it has been canceled or revoked it will be retained. For your protection, your card also may be retained in situations where it appears to us that there is or may be a danger of loss, theft or unauthorized use.

No electronic fund transfer may be made and no transaction that you attempt to initiate will be completed if your Business Check Card is

damaged, has expired, has been canceled or revoked or is retained for any reason or your account(s) has (have) been closed.

Upon receipt of a request for authorization of a transaction made with your Business Check Card, you, (or your agent on your behalf) authorize us to deduct the amount immediately from the available balance in your account.

You understand and agree that you may not place stop payment orders on any transaction originated by use of your Business Check Card.

We reserve the right at any time and without notice to eliminate any or all of the services that currently are available to you by use of your card or to add new services.

We may, from time to time, limit the type, number and dollar amount of any transfers made by use of a Business Check Card, notwithstanding the amount in your account(s), and terminate or suspend the operation of any or all cards, ATMs or merchants, without notice.

Where you have authorized any other person to use your card in any manner, your authorization shall be considered by us to be unlimited in amount and manner and will be effective until you have notified us in writing that you have revoked the authorization, and have taken all other necessary steps to revoke it and we have had a reasonable opportunity to act on such notification including cancellation of your card and issuance of a replacement card.

## FUNDS TRANSFER SERVICES

### WIRE AND ACH TRANSFER REQUESTS – GENERAL RULES:

This section covers your rights and responsibilities with regard to Wire Transfer requests you initiate or receive. The "Wire Transfer Agreement / Payment Order Agreement" is provided to you under separate cover, where applicable. We may use Fedwire to execute any Wire Transfer request; Fedwire is the Funds Transfer system of the U.S. Federal Reserve Banks. If any part of a Wire Transfer request is carried out by Fedwire, your rights and responsibilities are governed by Regulation J of the U.S. Federal Reserve Board. Without limiting the foregoing, certain provisions of the Uniform Commercial Code, Article 4A (UCC, Article 4A), may apply to Commercial credit transactions (Non-Consumer). We may, at our discretion, contact you for confirmation of your Wire Transfer request prior to processing. Failure to receive confirmation may result in your Wire Transfer request not being processed.

If you originate a funds transfer or provide us with a payment order and you identify by name and identifying or account number a beneficiary financial institution, an intermediary financial institution, or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying or account number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. This means that you will be responsible to us if the funds transfer or payment order is completed on the basis of the identifying number you provided to us. This also means you will be responsible for any loss or expenses incurred by a receiving financial institution which executes or attempts to execute the payment order in reliance on the identifying number you provided. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. Credit Union reserves the right to temporarily suspend processing of international transactions for verification which may result in a delay in settlement or crediting. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a payment order to credit an account you have with us by wire

or ACH, we are not required to give you any notice of the payment order or credit.

Using us to send or receive funds transfers shall constitute your acceptance of these terms of agreement.

To the extent that the terms contained in this Agreement are different than those in any other agreement or terms of account, this Agreement shall control and be deemed to modify such other agreements or terms of account.

We may establish or change cut-off times for the receipt and processing of funds, transfer requests, amendments, or cancellations. Unless other times are posted for the various types of fund transfers, the cut-off time set forth in the Business Fee Schedule is for each weekday that we are open which is not a holiday. Payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the next following funds transfer business day and processed accordingly.

We may charge your account for the amount of any funds transfer initiated by you or by any person authorized by you as an owner or other authorized party with the right of access to the account from which the funds transfer is to be made.

We may establish, from time to time, security procedures to verify the authenticity of a payment order. You will be notified of the procedure, if any, to be used to verify payment orders issued by you or for which your account will be liable. You agree that the authenticity of payment orders may be verified using that security procedure unless you notify us in writing that you do not agree to that security procedure. In that event, we shall have no obligation to accept any payment order from you or other authorized parties on the account until you and we agree, in writing, on an alternate security procedure.

We will not provide you with next day notice of receipt of ACH or wire transfers to your account. You will continue to receive notices of receipt of ACH and wire items in the periodic account statements which we provide. You may of course inquire between receipt of periodic statements whether or not a specific funds transfer has been received.

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 at The Bank to which the funds transfer should have been made or from which the funds transfer was made.

### WIRE AND ACH TRANSFER REQUESTS – SPECIAL TERMS:

**Authorized Account:** An authorized account is a deposit account you have with us that you have designated as a source of payment of payment orders you issue to us. If you have not designated an authorized account, any account you have with us is an authorized account to the extent that payment of the payment order is not inconsistent with the use of the account.

**Acceptance of Your Payment Order:** We are not obligated to accept any payment order that you give us, although we normally will accept your payment order if you have a withdrawable credit in an authorized account sufficient to cover the order. If we do not execute your payment order, but give you notice of our rejection of your payment order after the execution date or give you no notice, we are not liable to pay you as restitution any dividends on a withdrawable credit in a non-dividend-bearing account.

**Cut-off Time:** If we do not receive your payment order or communication canceling a payment order before our cutoff time on a funds transfer day for that type of order or communication, the order or communication will be deemed to be received at the opening of our next funds transfer business day.

**Payment Processing and Settlement:** If we accept a payment order you give us, we may receive payment by automatically deducting from any authorized account the amount of the payment order plus the amount of any expenses and charges for our services in execution of your payment order. We are entitled to payment on the payment or execution date. Unless your payment order specifies otherwise, the payment or execution date is the funds transfer date we receive the payment order. The funds transfer is completed upon acceptance by the beneficiary's bank. Your obligation to pay your payment order is excused if the funds transfer is not completed, but you are still responsible to pay us any expenses and charges for our services. However, if you told us to route the funds transfer through an intermediate bank, and we are unable to obtain a refund because the intermediate bank that you designated has suspended payments, then you are still obligated to pay us for the payment order. You will not be entitled to interest or dividends on any refund you receive because the beneficiary's bank does not accept the payment order.

**Security Procedure:** As described more fully in a separate writing which is incorporated herein by reference, the authenticity of a payment order or communication canceling or amending a payment order issued in your name as sender may be verified by a security procedure. You affirm that you have no circumstances which are relevant to the determination of a commercially reasonable security procedure unless those circumstances are expressly contained in a separate writing signed by us. You may choose from one or more security procedures that we have developed, or you may develop your own security procedure if it is acceptable to us. If you refuse a commercially reasonable security procedure that we have offered you, you agree that you will be bound by any payment order issued in your name, whether or not authorized, that we accept in good faith and in compliance with the security procedure you have chosen. Furthermore, you acknowledge and agree that in the event we require additional information, but do not receive such information, we, at our discretion, may initiate or reject your Wire Transfer request. Under such circumstances, we shall not be liable to you for any actual loss or damages provided we acted in good faith.

**Reporting Unauthorized or Erroneous Payments:** You must exercise ordinary care to determine that all payment orders or amendments to payment orders that we accept that are issued in your name are authorized, enforceable, in the correct amount, to the correct beneficiary, and not otherwise erroneous. If you discover (or with reasonable care should have discovered) an unauthorized, unenforceable, or erroneously executed payment order or amendment, you must exercise ordinary care to notify us of the relevant facts. The time you have to notify us is outlined as follows:

**Wire Transfer:** We will provide you with information that sets forth the date, amount and other details which pertains to your Wire Transfer request. The information will be provided to you on the Business Day your Wire Transfer request is processed using the information we have on file for you. You must notify us within one (1) Business Day from the date such information is provided to you of any discrepancy which pertains to your Wire Transfer request by calling the number set forth in the **Important Contact Information** section at the end of this Agreement. In the event you fail to notify us within the timeframe set forth herein, you acknowledge and agree that we shall be relieved of any liability in connection with the Wire Transfer request. You may access your account details by way of our Online Banking Services and/or Telephone Banking Service. If you do not provide us with timely notice you will not be entitled to dividends on any refundable amount. If we can prove that you failed to perform either of these duties with respect to an erroneous payment and that we incurred a loss as a result of the failure, you are liable to us for the amount of the loss not exceeding the amount of your order.

**Name and Number Discrepancies:** In the event you initiate a Wire Transfer for which Fedwire is used, and you identify the beneficiary by name and account number, you acknowledge and agree that the beneficiary's financial institution may make payment based solely upon the account number. Thus, if the name and account number of the Wire Transfer you initiate do not match, the beneficiary's financial institution may accept the Wire Transfer based solely on the account number unless the beneficiary's

financial institution has knowledge of the discrepancy. In any event, you acknowledge and agree that the beneficiary's bank is not required to determine whether the name and account number refer to the same beneficiary.

Similarly, without limiting the foregoing, in the event you initiate a Wire Transfer for which Fedwire is used, and you identify an intermediary or a beneficiary financial institution by name and identifying number, you acknowledge and agree that we and every intermediary or beneficiary financial institution may make payment based solely upon the identifying number. Thus, in the event the name and identifying number of the Wire Transfer you initiate do not match, we and every intermediary or beneficiary financial institution may rely solely on the identifying number even in the event the identifying number identifies a financial institution other than the one named.

**Record of Oral or Telephone Orders:** You agree that we may, if we choose, record any oral or telephone payment order or communication of amendment or cancellation. Notice of credit - If we receive a payment order to credit an account you have with us, we are not required to provide you with any notice of the payment order or the credit.

**Refund of Credit:** You agree that if we do not receive payment of an amount credited to your account, we are entitled to a refund from you in the amount credited and the party originating such payment will not be considered to have paid the amount so credited.

**Amendment of Funds Transfer Agreement:** From time to time we may amend any term of this Agreement by giving you reasonable notice in writing. We may give notice to anyone who is authorized to send payment orders to us in your name, or to anyone who is authorized to accept service.

**Cancellation or Amendment of Payment Order:** You acknowledge and agree that you may not amend or cancel a Wire Transfer request after we have received it. In the event you request for us to amend or cancel a Wire Transfer that has been received by us, we may, at our discretion, make a reasonable effort to act upon your request. Under such circumstances, you acknowledge and agree that we are not liable to you in the event the Wire Transfer cannot be amended or canceled, for any reason. Furthermore, you acknowledge and agree to indemnify and reimburse us for any losses we incur which may result from your request to amend or cancel a Wire Transfer.

**Affirming Our Right to Accept or Reject a Wire Transfer:** You acknowledge and agree that we may, at our discretion, confirm the authenticity of your Wire Transfers by requiring additional information, but we are under no obligation to do so. Furthermore, you acknowledge and agree that in the event we require additional information, but do not receive such information, we, at our discretion, may initiate, post or reject your Wire Transfers. Under such circumstances, we shall not be liable to you for any actual loss or damages provided we acted upon in good faith.

**Intermediaries:** You acknowledge and agree that we may select any intermediary financial institution, system or means of transmittal to send a Wire Transfer. Furthermore, you acknowledge and agree that our selection may differ from that indicated in your payment instructions.

**Limit on Liability:** In addition to any limitation otherwise set forth herein or limitations applicable under governing laws, you waive any claim you may have against us for consequential or special damages, including loss of profit arising out of a payment order or funds transfer, unless this waiver is prohibited by law. We are not responsible for attorney fees you might incur due to erroneous execution of payment order.

**Erroneous Execution:** If we receive an order to pay you, and we erroneously pay you more than the amount of the payment order, we are entitled to recover from you the amount in excess of the amount of the payment order, regardless of whether you may have some claim to the excess amount against the originator of the order.

**Objection to Payment:** If we give you a notice that reasonably identifies a payment order issued in your name as sender that we have accepted and received payment for, you cannot claim that we are not entitled to retain the payment unless you notify us of your objection to the payment and request a return of funds to the originator within sixty (60) calendar days of our notice to you.

**Automated Clearing House Items:** An example of Nacha's Consumer protections can best be characterized by the return timeframe allowed a Consumer in the event of an unauthorized transaction versus the same event for a Non-Consumer. A Business account is limited to the next Business Day from the Settlement Date to return an unauthorized ACH Entry. Thus, when you are the owner of a business account, you must practice ordinary care with managing your account activity on a daily basis. You may access your account details by way of our Online Banking Services and/or Telephone Banking Service.

Credit given by us to you with respect to an ACH Credit Entry is provisional until we receive final settlement from the Federal Reserve Bank (UCC, Article 4A). In the event we do not receive final settlement, you acknowledge and agree that we are entitled to debit your account in the amount of the ACH Credit Entry, and the Originator that initiated the ACH Credit Entry shall be deemed not to have made payment to you.

You acknowledge and agree that we may rely on the representations and warranties contained in the Nacha Operating Rules and may credit your account in accordance to these Rules as instructed by the Originator of the ACH Credit Entry. Furthermore, we may accept an ACH Credit Entry on your behalf which is not subject to Regulation E and your rights and responsibilities with respect to such ACH Credit Entry shall be construed in accordance with the Nacha Operating Rules and the laws of the governing State as otherwise set forth in this Agreement.

Without limiting the foregoing, you acknowledge and agree that we are not required to provide you with next day notice of an ACH Credit Entry we accept on your behalf. However, we shall continue to notify you of such receipt as reflected on your Periodic Statement we provide to you. You may access your account details by way of our Online Banking Services and/or Telephone Banking Service.

You acknowledge and agree that we may rely on the representations and warranties contained in the Nacha Operating Rules and may debit your account in accordance to these Rules as instructed by the Originator of the ACH Debit Entry. Furthermore, your rights and responsibilities with respect to such ACH Debit Entry shall be construed in accordance with the Nacha Operating Rules and the laws of the governing State as otherwise set forth in this Agreement.

Without limiting the foregoing, you acknowledge and agree that upon receipt of an ACH Debit Entry, you have until the next Business Day to determine if such ACH Debit Entry is authentic. In the event you do not recognize an ACH Debit Entry (or ACH Credit Entry), notify us AT ONCE of the relevant facts by calling the number set forth in the **Important Contact Information** section of this Agreement. You may access your account details by way of our Online Banking Services and/or Telephone Banking Service.

In the event you discover any unauthorized ACH activity on your account, notify us AT ONCE by calling the number set forth in the **Important Contact Information** section of this Agreement. We will ask you to provide us with a written statement under the penalty of perjury and will return any unauthorized ACH Debit Entry accordingly. You acknowledge and agree that we must receive your request to return such ACH Debit Entry by the deadline set forth in the Business Fee Schedule. The Settlement Date is the date on which the ACH Debit Entry posted to your account. Notwithstanding, you acknowledge and agree that you lose your right to return under the Nacha Operating Rules in the event you fail to notify us of your intent to return an unauthorized ACH Debit Entry by the deadline set forth in the Business Fee Schedule. Under such circumstances, we may act on your behalf to request a "permissible return" from the financial

institution that sent the ACH Debit Entry, but such institution is not required to comply with our request. You agree to hold us harmless from any loss you incur as a result of the unauthorized ACH Debit Entry that is not returned by the next Business Day and deadline set forth herein and in accordance to the Nacha Operating Rules. Without limiting the foregoing, you acknowledge and agree to hold us harmless in the event it is later determined that the ACH Entry was authorized; thus, the Originator of such ACH Entry plans to seek retribution.

**Returning Unauthorized ACH Entries:** Although all ACH Entries (both credit and debit) may be returned in accordance to Nacha Operating Rules, those ACH Entries that are unauthorized may warrant the most concern. In the event you receive an ACH Entry that is unauthorized, you acknowledge and agree that you have until the next Business Day from the Settlement Date to return it. The Settlement Date is the date on which the ACH Entry posts to your account.

We strongly recommend that you review your account often and consider carefully those to who you provide your account information to help minimize fraudulent activity on your account. You may access your account details by way of our Online Banking Services and/or Telephone Banking Service.

## FUNDS AVAILABILITY POLICY FOR BUSINESS CHECKING ACCOUNTS

Please read all provisions carefully in order to fully understand when funds may be available from certain deposits.

**Important Note:** The amounts stated below are adjusted pursuant to applicable federal laws every five (5) years. The amounts that can adjust are: (1) the amounts that must be made available to you immediately; (2) the amounts we must make available to you immediately if we choose to delay availability for an extra day; and (3) the amounts of large deposits and the amounts subject to the special rules for new accounts.

This Disclosure applies to all "transaction" accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your accounts are covered by these rules. deposits.

Funds "availability" means your ability to withdraw funds from your account, whether those withdrawals are to be in cash, by check, automatic payment, or any other method we offer you for access to your account. If deposited funds are not "available" to you on a given day, you may not withdraw the funds in cash and we may not use the funds to pay items that you have written or honor other withdrawals you request. If we pay items that you have written or honor other withdrawals before funds are available to you, we may charge a fee for this.

Please remember that even after the item has "cleared," we have made funds available to you, and you have withdrawn the funds, you are still responsible for items you deposit that are returned to us unpaid and for any other problems involving your deposit.

**1. Determining the Availability of a Deposit – All Accounts.** The day funds become available is determined by counting business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit in person before our "cutoff time" on a day we are open, we will consider that day to be the day

of your deposit for purposes of calculating when your funds will become available. All deposits or transactions received after the cutoff time, via night depository or received on a day that we are closed for business, will be treated as if received on the next business day that we are open, unless differently disclosed.

**Cut-off Times:** Our cutoff times are set forth in the Business Fee Schedule.

Deposits sent by mail are considered deposited on the business day it arrives, if it arrives by the cutoff time at the branch of deposit.

**2. Immediate Availability for Certain Items.** The following types of deposits will usually be available for withdrawal immediately:

- U.S. Treasury checks payable to the business;
- Electronic direct deposits;
- Wire transfers;
- The first \$225 (or such greater amount as allowed by annual adjustments to Regulation CC) from the aggregate of all other deposits made on any given day.

If you made the deposit in person to one of our employees, funds from the following deposits will usually be available on the same business days of your deposit:

- Cash;
- Checks drawn on us;
- State and local government checks payable to the business;
- Cashier's, certified, and teller's checks payable to the business;
- Federal Reserve Bank checks payable to the business;
- U.S. Postal Money Orders and traveler's checks payable to the business.

Our general availability policy is to make the first \$225 of your deposits available on the day of your deposit. The remaining funds will usually be available on the second business day after the day of your deposit. For example, if you deposit \$900 in checks on Monday, \$225 of the deposit is available on Monday. The remaining \$675 is available on Wednesday.

**3. Deposits at Automated Teller Machines (ATM).** If you make a deposit at an ATM identified as ours with the Credit Union's name, your deposit will generally be available on the second business day after the day of deposit or when funds can be verified subject to our hold policy.

**4. Longer Delays May Apply.** In some cases, we will not make all of the funds that you deposit available to you as provided above. The first \$225 (or such greater amount as allowed by annual adjustments to Regulation CC) of your deposits will generally be available no later than the first business day after the day of deposit, and usually immediately. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit; or soon after as reasonably practical and we will tell you when the funds will be available. If your deposit is not made directly to one of our employees or if we decide to take this action after you have left the premises, we will mail you or electronically deliver the notice by the next business day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

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

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

**5. Special Rules for New Accounts.** If you are a new member, the following special rules may apply during the first thirty (30) days your account is open.

Funds from cash and electronic direct deposits to your account will be available on the day we receive the deposit.

Funds from wire transfers, and the first \$5,525 (or such greater amount as allowed by annual adjustments to Regulation CC) of a day's total deposits of U.S. Treasury, cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available no later than the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to the business (and you may have to use a special deposit slip) and deposited in person to one of our employees. The excess over \$5,525 will be available by the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 may not be available until the second business day after the day of your deposit.

Funds from all other check deposits will generally be available on the ninth business day after the day of your deposit. Longer hold periods may apply in certain situations. If we do so, we will provide you with a hold notice at the time of deposit or when we learn that we will hold the funds from the deposit.

**6. Cashing Checks.** If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

**7. Other Accounts.** If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the day the deposited item would have been available, which will usually be the first business day after the day of deposit.

**8. Foreign Checks.** Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposit of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which it is drawn. Foreign checks with no routing numbers and payable in foreign currency are not accepted for deposit. These items must be sent as a collection item. Only

foreign checks payable through a U.S. financial institution with routing numbers and payable in U.S. dollars will be available subject to the schedule described in this section.

**9. Shared Branching Disclosures.** With respect to items deposited at shared branch locations (meaning branches of credit unions other than this Credit Union that accept deposits for our members through participation in a shared branch network), funds will be available as stated above with the addition of the following exceptions:

- **Your Ability to Withdraw Funds:** Our policy is to delay the availability of funds from non-cash deposits that are accepted at a shared branch location. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written or other withdrawals you have authorized.
- Foreign checks will not be accepted at a shared branch.
- Shared Branch Transaction Limits: The shared branch that you are visiting may impose withdrawal limits.
- All Transactions with the Credit Union are subject to our policies and procedures – including security, identification, Bank Secrecy Act, and all other applicable laws, rules and regulations.
- **Share Insurance:** Although deposits with this Credit Union are federally insured, not all credit unions served by the teller may be federally insured. You should contact your credit union to determine if your deposits are insured.

## ACCOUNT DISCLOSURES FOR BUSINESS SAVINGS AND CHECKING ACCOUNTS

**1. Rate Information.** The dividend rate and Annual Percentage Yield (“APY”) on your accounts are set forth in the Truth-in-Savings Act Rate Sheet (“Rate Sheet”) provided with this Agreement. The dividend rate and APY may change each dividend period as determined by the Credit Union’s Board of Directors.

**2. Compounding and Crediting.** Dividends will be compounded and will be credited as set forth in the Rate Sheet. The Dividend Period (“period”) for each of your accounts is set forth in the Rate Sheet. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period. If your account is closed or you make a withdrawal during a dividend period before dividends are credited, you may not receive uncredited dividends that have accrued.

**3. Balance Information.** Any minimum deposit to open an account, and the minimum average daily balance you must maintain to avoid service fees and to earn the annual percentage yield stated for your account is set forth in the Rate Sheet.

**“Daily Balance Method”:** Dividends are calculated by daily balance method which applies a daily periodic rate to the principle balance in the account each day.

**Accounts with Minimum Balance Requirements:** If you fail to maintain the minimum balance required to earn the dividend rate and annual percentage yield for any account as set forth in the Rate Sheet, then you will not earn the dividend rate and annual percentage yield for the period in which you do not meet this requirement.

**4. Accrual of Dividends.** Dividends will begin to accrue on the business day you deposit non-cash items (e.g. checks) to your account.

Dividends will begin to accrue on cash deposits on the business day you make the deposit to your account.

**5. Transaction Limitations for All Share Savings Accounts.** Limitations are set forth in the first section of this Agreement entitled “Account Agreement for Business Accounts.”

**6. Excessive Transaction Fees.** Savings account transactions are limited to three (3) per calendar month. Additional transactions during a month will cause a fee, as set forth in the Business Fee Schedule, to be imposed.

## ACCOUNT AGREEMENT FOR BUSINESS TERM SHARE CERTIFICATE ACCOUNTS

**1. Rate Information.** The dividend rate and annual percentage yield on your account are stated in the Rate Sheet and/or your Term Share Certificate. The annual percentage yield reflects the dividends to be paid on your account based on the dividend rate and the frequency of compounding for an annual period. For Fixed Rate Share Certificate Accounts, the dividend rate and annual percentage yield are fixed and will be in effect for the term of the account. For Variable Rate Share Certificate Accounts, the dividend rate and annual percentage yield are variable and may change each dividend period based on the determination of the Credit Union’s board of directors. The annual percentage yield assumes that dividends will remain on deposit until maturity. Any withdrawals will reduce your earnings. See paragraph 9 of this section regarding changes in terms and changes upon maturity.

**2. Compounding and Crediting.** Dividends will be compounded and credited as set forth in the Rate Sheet. The Dividend Period (“period”) for each account is set forth in the Rate Sheet. The period begins on the first calendar day of the period and ends on the last calendar day of the period.

**3. Minimum Balance Requirements.** The minimum opening deposit required to open any Term Share Certificate Account is set forth in the Rate Sheet. You must maintain an average daily balance equal to or greater than the minimum opening deposit to earn the annual percentage yield and avoid any service charges set forth in the Business Fee Schedule.

**4. Balance Computation Method.**

**“Daily Balance Method”:** Dividends are calculated by the daily balance method which applies a daily periodic rate to the principal balance in the account each day.

**5. Accrual of Dividends.** Dividends will begin to accrue on the business day you make a deposit to your account. Once dividends are credited to a certificate account, it becomes principal.

**6. Transaction Limitations.** In addition to any other applicable limitations described in this Agreement, after a Term Account is opened you may not make deposits into the account before maturity. You may not make withdrawals of dividends from your Share Certificate account before maturity unless at account opening you arrange for dividend payments, if allowed by the Credit Union.

**7. Maturity Date.** Your account will mature on the date stated in your Certificate or any Renewal Notice the Credit Union provides to you.

**8. Early Withdrawal Penalties.** You agree to leave the principal of this account on deposit for the full term stated in your Certificate. If all or part of the principal is withdrawn before the maturity date, the Credit Union may charge you a penalty. Withdrawal of the principal amount of your Certificate may be made only with the consent of the Credit Union. Unless stated otherwise, the penalty assessed for early withdrawal is based on the

length of the term: 90 days or three months of interest if the certificate term is less than one year; 180 days or six months of interest if the certificate term is between 12 and 47 months; one year of interest if the certificate term is 48 months or more. The penalty may be calculated at the rate paid on the deposit at the time of the withdrawal. The penalty will, if necessary, be taken from the principal amount of the deposit. The Credit Union may grant a premature withdrawal request without penalty or with a reduced penalty in the event of the owner's death or legal incompetence.

**9. Renewal Policy.** Unless you instruct the Credit Union otherwise, your certificate account will automatically renew at maturity. You will have a grace period of ten (10) days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty. However, the Credit Union reserves the right to give the owner written notice that the account will not be renewed. In the latter case, upon maturity, the account will be converted to a regular share account and receive earnings at the rate then paid on regular share deposits. The rate of earnings for any renewal terms shall be at the rate the Credit Union is then offering on the same accounts in this class. If you instruct us not to renew your account, then no dividends will be paid after the stated maturity date. Upon renewal the rate then applicable to the term will be paid.

**Deceased Member Accounts:** If a member single owner or all owners of a multiple party account die prior to the renewal date, the certificate will not be renewed and will be transferred to the members' savings account; or if no such account matching the ownership is open, then to a

general ledger account pending estate resolution of the account.

**10. Partial Withdrawal.** No partial withdrawal will be permitted at any time that would result in a principal balance of less than the required minimum opening deposit.

**11. Share Certificate Options.** The owner of a Certificate Account may upgrade their account to a higher dividend rate, provided a higher dividend rate is offered by the Credit Union. This option must be requested by a member on a form provided by us.

**12. Special Share Certificate Promotions.** Occasionally the Credit Union will offer Special Share Certificates. Due to the special rates of these certificates the following restrictions will apply: (1) the certificates will not automatically renew and will cease earning dividends once they reach maturity; (2) you must provide us with your instructions regarding withdrawal or transfer of the balance. Other restrictions may apply and will be provided with the certificate.

**IMPORTANT CONTACT INFORMATION**

**Physical Address:**

SRP Federal Credit Union  
Administrative Campus  
1070 Edgefield Road  
North Augusta, South Carolina 29860

**Mailing Address:**

SRP Federal Credit Union  
PO Box 6730  
North Augusta, South Carolina 29861-6730

**Local Telephone Number(s):**

(803) 278-4851 (North Augusta, Aiken, Augusta)  
(803) 259-2781 (Barnwell)  
(803) 637-6620 (Edgefield)

**Toll Free:**

1(800) 237-9829

**Contact Center Hours:**

Monday & Tuesday 8:30 am to 5:30 pm  
Wednesday 8:30 am to 12:00 pm  
Thursday & Friday 8:30 am to 6:00 pm

**Website:**

[www.srpfcu.org](http://www.srpfcu.org)

**TYME Line**

**Local Number(s):**

(803) 278-5590  
(803) 648-9340

**Toll Free:**

1(800) 554-TYME

**SRP Online, SRP Mobile or TYME Line Inquiries**

**Local Number:**

(803) 278-4851

**Toll Free:**

1(800) 237-9829

**FaceTime:**

[srpphonecenter@icloud.com](mailto:srpphonecenter@icloud.com)

**Skype:**

srpphonecenter  
srpphonecenter2

**Inquiries, questions or reporting lost or stolen cards, PINs, etc., telephone or write us at:**

SRP Federal Credit Union  
PO Box 6730  
North Augusta, South Carolina 29861-6730

(803) 278-4851 or Toll Free 1(800) 237-9829.

**After business hours call the appropriate toll-free number listed below:**

1(866) 559-4717 to report a lost or stolen Visa Debit card.  
1(800) 449-7728 to report a lost or stolen Visa credit card.

**Direct All Other Reports, Requests and Inquiries to:**

SRP Federal Credit Union  
PO Box 6730  
North Augusta, South Carolina 29861-6730

