

Dear Member:

The Elevations Credit Union (the "Credit Union") Membership and Account Agreement ("Agreement"), Account Disclosure(s) and Fee Schedule(s) explain the rules which govern your account(s) and account services with us whether opened now or in the future. We may modify, change, add provisions, or add terms we deem necessary or in the best interests of the Credit Union, or amend the terms of this Agreement, the Fee Schedule(s) and Privacy Policy at any time, and any change will be immediately effective unless otherwise specifically required by applicable law. Please read carefully and keep in a safe and convenient place. This Agreement applies to new and existing relationships and replaces all prior agreements regarding your membership and account.

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 Membership and Account Agreement and Account Disclosure 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 to certain events or transactions permitted by applicable law; and (4) provide you with certain disclosures and information regarding our policies as required by law. By signing a Membership and Services Application, completing or transmitting an on-line Membership and Services Application, or using any account or account services after receiving this Membership and Account Agreement and Account Disclosure(s), 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 as stated, and agree to abide by the Credit Union's Bylaws and policies, and any amendments of these documents from time to time that collectively govern your membership and accounts. If you have any questions regarding any term or condition that follows, please ask us before signing the Membership and Services Application, any application, or using any of our services. If you keep your membership and account(s) open after receiving modifications or notice of modifications to this Agreement, you agree to any modification, change, additional provision, or additional term.

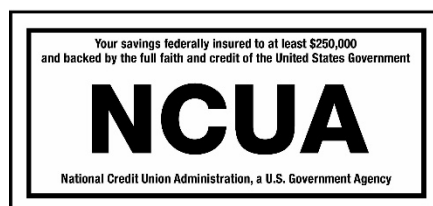
Please contact us with any questions:

Online	<a href="http://www.elevationscu.com/contact-us">www.elevationscu.com/contact-us</a>
Phone	1-800-429-7626 or 303-443-4672
Mail	P.O. Box 9004, Boulder, CO 80301

#### PATRIOT ACT NOTICE

#### IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

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



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## **ELEVATIONS CREDIT UNION MEMBERSHIP AND ACCOUNT AGREEMENT**

This Agreement covers your and our rights and responsibilities concerning your membership and account(s) offered by Elevations Credit Union. In this Agreement, the words “you” and “yours” mean anyone who signs a Membership and Services Application or Account Disclosure, or otherwise opens an account at the Credit Union. The words “we”, “us” and “our” mean the Credit Union. The word “account” means any one or more savings or other accounts you have with the Credit Union. The words “share account” mean savings account, and the words “share draft account” mean checking account. The words “Access Device” mean any card, electronic access device and/or any codes, passwords or personal identification numbers (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, smart-phone or other hardware used to make or process a transaction.

Your account type(s) and ownership features are designated on your Membership and Services Application. By signing an Membership and Services Application or completing or transmitting an on-line Membership and Services Application, each of you, jointly and severally, agree to the terms and conditions in this Agreement (as updated from time to time) and Membership and Services Application, Funds Availability Disclosure, Electronic Funds Transfer Disclosure, the Truth in Savings Terms and Conditions Disclosure, Fee Schedule, any account receipt accompanying this Agreement, the Credit Union’s Bylaws and policies, and any amendments of these documents from time to time that collectively govern your Membership and Accounts.

**1. Membership Eligibility.** To join the Credit Union, you must meet the membership requirements including payment of any required entrance fee established by the Board of Directors. You authorize Elevations Credit Union to obtain any and all types of consumer reports, including credit reports, on you that are available. You agree that this authority applies to any account, account-related service, loans or other financial products you request or which we may offer or make available to you. Credit report information pulled may be used to assess your qualification for other products and services which may offer to you. You authorize the Credit Union to obtain consumer reports in connection with your membership and for any update, increase, renewal, extension, or collection of accounts, products, or services we may offer you or for which you may qualify. By signing the Credit Union’s Membership and Services Application, you certify that you are within the Credit Union’s field of membership. In the event that the Credit Union at any time determines that you are not legally eligible for membership, or you fail to provide such information upon request as is necessary for the Credit Union to ascertain your continued eligibility for membership, or you fail to provide such information or documentation to the Credit Union as is required by law, the Credit Union reserves the right to close your Credit Union account(s) upon notice to you. Upon joining the Credit Union, you will be assigned a member number and an account number for each account or share opened. If we suspect fraud, illegal or improper activity, or if we have any legitimate need to make changes pursuant to Credit Union policies or operational requirements; we may, at our discretion, transfer your existing account(s) to replacement account(s) with a new account number(s). We may also make this reassignment when your account is reported compromised by you. If we issue you a replacement account number, all terms of this Agreement will continue to apply, without interruption, as if you retained the discontinued account number. We may also reissue new access devices, and require you to change access via usernames, passwords and other actions as deemed necessary to accomplish the purposes for any reassignment hereunder. You agree that this will not create a new member relationship and our existing relationship will continue uninterrupted with this reassignment.

**2. Single Party Accounts.** A single party account is an account owned by one member, including any individual, partnership, or other organization qualified for Credit Union membership. If the account owner dies, the account interest passes, subject to applicable law, to the designated Payable on Death (POD) beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner’s agent prior to notice of an owner’s death. If there is no Payable on Death beneficiary listed on the account, the account interest shall pass to the decedent’s estate, subject to our rights as noted in this agreement.

**3. Multiple Party Accounts.** An account (other than a business account) owned by two or more persons is a multiple party account (herein after referred to as a joint account).

- a. **Rights of Survivorship.** A joint account includes rights of survivorship. This means when one owner dies, all sums in the account will pass to the surviving owner(s). In the event that the account is an individual account, or upon the death of the last joint account owner, the interest of the deceased owner will pass to the decedent's estate unless a Payable on Death beneficiary (POD) has been properly designated or unless we are required to remit the interest of deceased owner to someone else by law. Unless otherwise stated on the Membership and Services Application, or unless otherwise required by law or the terms of this Agreement, a joint account owned by individuals is an account with rights of survivorship, and the interest of a deceased owner will pass to the surviving owner(s). A surviving owner's interest on an account is subject to the Credit Union's contractual and/or statutory lien for the deceased owner's obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it. The rights of a joint owner will always supersede the rights of any designated Payable on Death beneficiaries.
- b. **Control of Joint Account.** Any single account owner acting alone is authorized and deemed to act for all other account owner(s) and any individual owner may instruct us regarding transactions and other account matters pertaining to any subaccount connected to the account, including loans connected to the account. Each owner guarantees the signature(s) of all other owner(s). Except as otherwise set forth herein, any single account owner may individually withdraw any or all funds, stop payment on items, request and utilize ATM and Debit Card(s), order checks, contract for overdraft protection, sign-up for and engage in on-line or signatureless transactions, transfer or pledge to us all or any part of the savings on deposit, or engage in any other activity concerning the account without the consent of the other joint account owner(s). In each such case, the act of any single account owner is binding upon all of the other joint account owners. We have no duty to notify any other owner(s) about any transactions. We reserve the right to require written consent of any or all of the account owners, for any transaction(s) which we deem unusual, or for any change to, termination or closure of a joint account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend all account activity and freeze all funds on deposit or terminate the account and require a court order or written consent from all owners to act.
- c. **Joint Account Owner Liability.** Each individual account owner individually guarantees absolutely and unconditionally the prompt payment when due and performance when required of all obligations of the other joint account owner(s) under this Membership and Account Agreement. If a deposited item in a joint account is returned unpaid, an account is overdrawn, or if we do not receive final payment on a transaction, or if any loss is at any time sustained as a result of any of your account transactions, the owners, jointly and severally, are liable to us for the amount of the returned item, overdraft, loss, or unpaid amount and any account charges or fees, regardless of which owner initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of any joint owner or all funds in the joint account regardless of who contributed them. We may issue ATM or Debit Cards or devices to any account owner who requests them. All account owners are jointly and severally liable for all account activity related to such transaction devices regardless of which owner(s) holds the Card(s) and regardless of which owner initiated or benefited from the Card transaction(s).
- d. **Change of Ownership.** If you wish to add a joint owner to your account at any time, we reserve the right to require you to amend the Membership and Services Application to reflect the new joint owner(s) and provide us with such information and documentation regarding the new joint owner(s) as we may request, including but not limited to (a) the new joint owner(s) personal and taxpayer information, and (b) the new joint owner(s) signature, and (c) payment of any required entrance fee established by the Board of Directors. You understand and agree that as a condition precedent to adding one or more new joint owners, all such new account owners must authorize the Credit Union to obtain their consumer reports, and shall be subject to Credit Union membership eligibility inquiries to determine such persons' employment history, credit history and to obtain information concerning any accounts with other institutions, including the acquisition of consumer credit reports. You agree to obtain any necessary authorization for such inquiries from such proposed new joint owners, and you agree to indemnify and hold the Credit Union harmless from and against any loss, cost or damage sustained by the Credit Union related to the making of such inquiries. The Credit

Union reserves the right to refuse to allow an individual to be added as a new joint owner to your account, and the Credit Union may require that an existing joint owner be removed from your account without prior notice for any reason deemed necessary by the Credit Union for the protection of the Credit Union or any member of the Credit Union.

**4. POD Accounts.** A Payable on Death (POD) account designation is an instruction to the Credit Union that an account so designated is payable to the owner or owners during their lifetimes, and when the last account owner dies, it becomes payable to any named and surviving POD beneficiary/payee(s), unless otherwise required by law or the terms of this Agreement. If all named POD beneficiaries pre-decease the owner(s) the applicable funds shall be paid to the estate of the last surviving owner. You agree that in the event of any conflict or ambiguity with respect to the existence or identity of the beneficiaries/payees associated with an account, the decision of the Credit Union as to the identity of the beneficiaries/payees shall be final and not subject to contestation. Accounts payable to more than one surviving beneficiary/payee shall be payable pro rata to such named beneficiaries/payees unless otherwise required by law or the terms of this Agreement. In the event that one or more of the named POD beneficiary/payee(s) is a minor (as determined by Colorado law), we shall have the right to withhold disbursement of the account funds until (a) we receive verification satisfactory to us in our sole and absolute discretion regarding the identity and legal authority of the adult(s) acting as guardian(s) or conservator(s) for the named minor POD beneficiary(s)/payee(s), and (b) the adult acting as guardian or conservator has executed and/or provided such documentation as may be requested by the Credit Union. We also have the right to require a written indemnity in a form acceptable to the Credit Union, as a condition precedent to disbursing funds to anyone on behalf of a named minor POD beneficiary/payee. Any POD or trust beneficiary/payee designation linked to a regular share account shall not apply to Individual Retirement Accounts (IRAs) or Health Savings Accounts (HSAs), which are governed by a separate beneficiaries/payee designation. We are not obligated to notify any beneficiary/payees of the existence of any account or the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law.

**5. Trust Accounts.** The following rules govern trust accounts:

- a. A lawfully created trust may establish an account at the Credit Union under certain criteria. A lawfully created trust is a trust which has been lawfully created in the United States pursuant to a written trust agreement executed by the grantor or settlor in which persons or entities have been designated to serve as Trustee(s) and administer the trust by exercising the powers and authority described in the trust agreement. If the trust is designated as revocable, all of the grantors or settlors of the trust must be current members of the Credit Union, or otherwise be within the field-of-membership and eligible to become members. If the trust is revocable and some of the grantor(s) or settlor(s) are not members of the Credit Union or are otherwise within the field-of-membership and eligible to become members, then the trust cannot establish an account at the Credit Union. If the trust is designated as irrevocable, either (a) all of the grantor(s) or settlor(s) of the trust must be current members of the Credit Union, or otherwise be within the field-of-membership and eligible to become members, or (b) all of the trust beneficiaries must be current members of the Credit Union. If the trust is irrevocable and all of the grantor(s) or settlor(s) are not current members of the Credit Union, or otherwise within the field-of-membership and eligible to become members, or all of the beneficiaries are not members of the Credit Union, then the trust cannot establish an account at the Credit Union.
- b. The Credit Union does not have a trust department. Therefore, the Credit Union cannot act as a trustee of any shares held in a trust account, nor is the Credit Union obligated to perform any administrative duties specific to a trust. You understand and agree that the Credit Union is not bound by and may disregard any specific provisions of a trust which impose any duties, restrictions or other obligations upon the Credit Union, regardless of whether the Credit Union has received a copy of the trust agreement. The Credit Union reserves the right to close any trust account at any time without prior notice by remitting the funds on deposit to the last known trustee(s).
- c. Any individual trustee may act for the trust and may instruct us regarding transactions and any other account matters. Each trustee guarantees the signature(s) of all other trustee(s). Any single trustee may individually withdraw any or all funds, stop payment on items, order checks, or engage in any other activity concerning the account without the consent of the other trustee(s). In each such case, the act of any single trustee is binding upon the trust and all of the other trustee(s). We



have no duty to notify any other trustee(s) about any transactions. Cross-member account transfers may be made on accounts with an exact match of trustees and account ownership.

## 6. Estate/Conservatorship Accounts.

- a. **Estate Accounts.** A lawfully created estate may establish an account at the Credit Union under certain criteria. A lawfully created estate is an estate created by the order of a probate court located in Colorado, or by an out-of-state court and thereafter domiciled with a Colorado probate court through an ancillary probate filing, for the benefit of a deceased person. There are two ways that an estate can qualify to open an account at the Credit Union. First, if the deceased person was a member, or was otherwise within the Credit Union field-of-membership and eligible to become a member, then an estate account may be opened. Secondly, if all of the estate beneficiaries are currently members of the Credit Union, then an estate account may be opened. Only the persons or entities who have been designated to serve as personal representative(s) may transact business on an estate account. Any individual personal representative may act for the estate and may instruct us regarding transactions and any other account matters. If more than one personal representative is required to authorize a transaction, the estate cannot maintain an account at the Credit Union. Each personal representative jointly and severally guarantees the signature(s) and transactions performed by all other personal representative(s). Any single personal representative may individually withdraw any or all funds, stop payment on items, order checks, or engage in any other activity concerning the account without the consent of the other personal representative(s). In each such case, the act of any single personal representative is binding upon the estate and all of the other personal representative(s). We have no duty to notify any other personal representative(s) about any transactions. Cross-member account transfers may only be made in person on estate accounts.
- b. **Conservatorships.** A lawfully court-appointed conservator may establish an account at the Credit Union for a conservatorship under certain criteria. A lawfully appointed conservator is an individual or entity that has been appointed by a Colorado court, or initially appointed by an out-of-state court and thereafter reauthorized by the order of a Colorado court, for the benefit of a person under the protection of the court. A conservatorship can qualify to open an account at the Credit Union if the protected party for whom the conservatorship was initiated is a current member or is otherwise within the Credit Union field-of-membership and eligible to become a member. Only the persons or entities who have been designated to serve as conservator(s) may transact business on a conservatorship account. Any individual conservator may act for the conservatorship and may instruct us regarding transactions and any other account matters. If more than one conservator is required to authorize a transaction, the conservatorship cannot maintain an account at the Credit Union. Each conservator guarantees the signature(s) and transactions performed by all other conservators. Any single conservator may individually withdraw any or all funds, stop payment on items, order checks, or engage in any other activity concerning the account without the consent of the other conservators, subject to any restrictions contained in the court order establishing the conservatorship. In each such case, the act of any single conservator is binding upon the conservatorship and all of the other conservator(s). We have no duty to notify any other conservator(s) about any transactions, except as otherwise required by the court order establishing the conservatorship. Cross-member account transfers are not permitted on conservatorship accounts.
- c. **Authorization.** As a condition to opening an Estate account or Conservatorship account with the Credit Union, and periodically thereafter upon request by the Credit Union, you agree to provide a completed Estate/Conservatorship Authorization Form and such additional documentation or information regarding the Estate or the Conservatorship as may from time to time be requested by the Credit Union. Failure to provide such documentation upon request may result in the involuntary closure of any Estate or Conservatorship account.

**7. Accounts for Minors.** We reserve the right to require any account established for a minor to be a joint account with a member who is their parent or legal guardian that has reached the age of majority under state law and who shall be jointly and severally liable to the Credit Union for any returned item, overdraft, or unpaid charges or amounts on such account. If a required joint owner is removed from the account by death or otherwise, we have the right to suspend all account activity until a new joint owner is placed on the account who is a recognized legal guardian; or pursuant to any lawful and recognized court order. We may pay or refuse to pay funds directly to a minor listed on an account at our discretion without regard to his or her minority. We may refuse to make modifications to an existing account at the request of a minor, unless those requested modifications are accompanied by the consent of an adult also listed on the

account. Unless a guardian or parent is an account owner on the child's account, the guardian or parent shall not have any right to access the account. We have no duty to inquire about the use or purpose of any transaction. We will not change the account status when the minor reaches the age of majority, unless authorized in writing by all account owners.

**8. Uniform Transfer/Gift to Minors Account.** A Uniform Transfer/Gift to Minors Account (UTMA/UGMA) is an individual account established by a member as a custodian who deposits funds as an irrevocable gift to a minor. The minor to whom the gift is made is the beneficiary of the custodial property in the account. The custodian has possession and control of the account for the exclusive right and benefit of the minor, and barring a court order otherwise, is the only party entitled to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction. If the custodian dies, we may suspend the account until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawal. Cross-member account transfers may be made in person on UTMA/UGMA accounts. Upon a minor for whom a UTMA/UGMA account is maintained achieving the age of 21 years, the custodian is solely responsible for remitting possession and control of the account, or the funds in the account, to such emancipated minor. The Credit Union has no responsibility to monitor the account or make any such disbursement, and specifically reserves the right to refuse to allow any disbursement of funds without specific written instruction from the custodian.

## **9. Business Accounts/Business Services.**

- a. **Membership Eligibility.** Subject to certain restrictions and Credit Union approval, a lawfully created entity formed to operate a business, organization or association may establish one or more accounts at the Credit Union and the legal entity will be the "Account Owner" for the purposes of this section. To join the Credit Union the Account Owner must meet the membership requirements including, but not limited to: (a) the Account Owner must be composed for the most part of individuals or entities falling within the Credit Union field of membership, and (b) payment of any required entrance fee established by the Board of Directors. The Credit Union does not offer services to certain types of business, including but not limited to "Money Service Businesses", "Internet Gambling Businesses" and "Cannabis Businesses". Cannabis Businesses are defined by Elevations to be any business that (i) engages in any activity involving the physical handling or processing of marijuana or hemp, including but not limited to the sale, production, storage, transportation or testing of marijuana or hemp for any purpose, and (ii) is required to be licensed or registered with a government entity due to the business engaging in an activity related to any cannabis industry. The Credit Union may, at its sole discretion, also prohibit other businesses or individuals directly or indirectly related to a cannabis business, including but not limited to partners, investors, management companies and property managers. You authorize the Credit Union to obtain consumer reports on you and all joint account owners, and all individual signers or other parties having an interest in any business account. Such consumer reports may be obtained from third parties, including credit reporting agencies. We reserve the right to close any account without notice that we determine does not meet the Credit Union's membership eligibility, either at the time of application or at any time thereafter. The Credit Union reserves the right to require or request at any time any documentation deemed necessary by the Credit Union to (a) verify the legal existence or good standing of the business, or (b) verify the nature, specific business activities and transactional account activities of any account holder or Authorized Person. Failure to promptly provide such requested information, or falsifying any submitted information, shall be grounds for immediate closure of all accounts held by such account holder. Additionally, the Credit Union reserves the right to refuse to open a new business account, close an existing account, or restrict any business services for any reason deemed necessary by the Credit Union in its sole and absolute discretion.
- b. **Account Access**
  - i. **Authorized Persons.** The following are persons authorized ("Authorized Person(s)") to establish and act on behalf of a business Account Owner with respect to accounts held at the Credit Union by the business provided that an Authorized Person must comply with the membership requirements and other provisions of membership eligibility set forth above.
    - If the Account Owner is a sole proprietorship, the business owner and any person designated in writing by the business owner;

- If the Account Owner is legally established as a partnership, any partner (or general partner in the case of a limited partnership) and any person designated in writing by the partners;
  - If the Account Owner is legally organized as any other entity type including, but not limited to, a corporation or an unincorporated organization or association, any individual(s) vested with the power to make decisions concerning the operation of the Account Owner must designate in writing the person or persons authorized to establish accounts at the Credit Union and transact business on such accounts on behalf of the Account Owner, in a form that is acceptable to the Credit Union.
- ii. **Authority.** Each Authorized Person(s) is vested with the authority to open and close accounts on behalf of the business Account Owner, and transact any business of any nature on such accounts without the consent of any other Authorized Person(s), including but not limited to the following:
- Depositing, withdrawing and transferring funds into, out of and between one or more account;
  - Signing drafts, checks and other orders for payment or withdrawal;
  - Issuing instructions regarding orders for payment or withdrawal;
  - Endorsing any check, draft, share certificate and other instrument or order for payment owned or held by the Business Account Owner;
  - Receiving information of any nature about the account,
  - Borrow money on behalf of the Account Owner.

Each representative of the business guarantees the signature(s) of all other representatives of the business. In each such case, the act of any single Authorized Person is binding upon the Account Owner and all of the other Authorized Persons. We have no duty to notify any other Authorized Person(s) of the business about any transactions. The stated limitations on your liability to the Credit Union set forth herein do not apply in the case of business or other non-personal accounts. Under no circumstances will we be liable for any special or consequential damages involving such accounts. We have no obligation to inquire as to the use of any funds or the purpose of any transaction made on your account by an Authorized Person and are not responsible for any unauthorized transaction by an Authorized Person. The Account Owner or its designated Authorized Person(s) must provide us notice and documentation of any change to Authorized Person(s) or any change in ownership or control of a business including, but not limited to, the death or legal incompetence of a business owner or Authorized Person(s). The Account Owner must provide us notice and updated documentation we may require to change or remove Authorized Person(s) related to the account. Updated documentation, as it applies to this section, includes but is not limited to, required information regarding the new Authorized Person, identifying information of the Authorized Person, certain business documentation that may be required by us to verify the Authorized Person's authority to act on behalf of the Account Owner, and updated business authorization forms. We will not be liable for your failure to notify us and update our documentation in the event of a change in Authorized Person(s).

We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. It is your responsibility to provide us with specimen signatures of all Authorized Persons and to inform us immediately in writing of any changes. If the account documents indicate that more than one signature is required to transact business, we reserve the right to refuse to open the account. If we do agree to allow the account, you acknowledge and agree that multiple signature requirements are for your own control purposes only, and we will not be liable if a check or other transaction is processed without multiple signatures. If you have authorized the use of a facsimile signature of any Authorized Person, we may honor any document that appears to bear such a facsimile signature.

- c. **Access Options.** A business Account Owner may withdraw or transfer funds from a business account in any manner we permit (e.g., in person or by automated teller machine, point of sale

device, automatic transfer or other available electronic means, mail or telephone). Authorized Persons may execute additional agreements and documents we require to access, transact business on and otherwise exercise authority over your account. We may return as unpaid any draft drawn on a form we do not provide. Any losses, expenses, or fees resulting from or imposed due to handling such a draft will be charged to your account. We reserve the right to refuse any cross-account transfers or linking of accounts between a business account and other accounts. Should you elect to link accounts you agree to hold the Credit Union harmless and indemnify the Credit Union from all losses, costs, damages and liabilities of any kind or nature stemming from any cross-account linking or transfers performed by you or anyone else that you allow to access your accounts. You further agree that the Credit Union has no obligation to monitor account activity, or account or ownership changes, for appropriateness of continued cross-account transfer access. Once two or more accounts are linked, it shall be solely your responsibility to notify the Credit Union in the event that the linkage of the accounts is no longer deemed desirable or appropriate.

d. **Electronic Funds Transfers.**

- i. **Uniform Commercial Code and Other Agreements.** Except as amended by this Agreement, electronic funds transfers we permit that are subject to the Uniform Commercial Code will be subject to such provisions of the Uniform Commercial Code as enacted by the state of Colorado. You may be provided with a separate document providing details about certain types of electronic funds transfer transactions available on your account. Any provisions in such documents purporting to limit your liability for unauthorized transactions, imposing liability on us for failing to stop a preauthorized electronic funds payment and/or imposing duties on us in the case of billing errors are not applicable to any Business Account.
- ii. **Fedwire Transactions.** We may execute certain requests for electronic funds transfers by Fedwire. Fedwire transactions are subject to Federal Reserve Board Regulation J.
- iii. **Authorization for Transfers/Debiting of Accounts.** Any Authorized Person is authorized to make or order electronic funds transfers to or from your account. We will debit your account for the amount of an electronic funds transfer and will charge your account for any fees related to the transfer. If a signature is required to authorize a funds transfer, the required number of signatures of Authorized Persons must be present before we will execute the transfer.
- iv. **Right to Refuse to Make Transfer/Limitation of Liability.** Unless we agree otherwise in writing, we reserve the right to refuse to execute any order to transfer funds to or from your account. We are not obligated to execute any order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the Available Balance in your account, as defined in section 14a. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control including mechanical, electronic or equipment failure.
- v. **Amendments and Cancellations of Payment Orders.** Any Authorized Person may amend or cancel a payment order regardless of whether that person initiated the order. We may refuse requests to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order.
- vi. **Security Procedures.** We may require you to follow a security procedure to execute a payment order or certain electronic funds transfer transactions. We will notify you of any such security procedures. Unless we permit you to establish a different security procedure, you agree that the security procedures contained in the Credit Union's service agreements, policies and procedures are commercially reasonable verification of payment orders and other electronic funds transfers. If we permit you to establish a different security procedure, you agree that procedure is a commercially reasonable method of verifying electronic funds transfers.

- e. **POD Designations on Business Accounts.** Payable on Death account designations are generally not permitted on business accounts. However, in the event that a business account is for a sole proprietorship or an unincorporated entity under a "DBA" designation, a Payable on Death account designation shall be permitted. In the event that a Payable on Death account designation is made

on a sole proprietorship account or DBA account, the administration of the account upon the death of the account owner shall be handled in accordance with paragraph 4 above.

**10. Deputy Designation.** Deputy account designations are generally no longer permitted, except on certain select established accounts where such a designation has already been made. A deputy designation is an instruction to us that the owner authorizes another person to make transactions as deputy for the account owner regarding the accounts designated. A deputy has no ownership interest in the account(s) or Credit Union voting rights. With respect to those accounts on which a deputy has been permitted, we have no duty to inquire about the use or purpose of any transaction made by the deputy, unless required by law. The member must cancel the deputy designation by signing the appropriate form(s). The deputy designation is automatically revoked upon the death of any of the owners of the account.

**11. Deposit of Funds Requirements.** Funds may be deposited to any account in any manner approved by the Credit Union in accordance with the requirements set forth on the Funds Availability Disclosure based on Regulation CC.

- a. **Endorsements.** We may accept transfers, checks, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. We have the right to require endorsement exactly as set forth on the item. Endorsements must be made on the back of the check within 1½ inches from the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.
- 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. **Restrictive Legends.** Some checks and drafts contain restrictive legends or similar limitations on the front or back of the item. Examples of restrictive legends include: Lien Waiver language, “two signatures required”, “void after 90 days”, “not valid over \$100” and/or “payment in full”. We are not bound by any restrictive legend located or placed in or on a negotiable instrument, or liable for payment of any check or draft contrary to the terms of a restrictive legend or other limitation contained in or on a negotiable instrument, unless we have specifically agreed in writing to the restrictions or limitations.
- d. **Collection of Items.** We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. Deposits made by mail, the night depository or at unstaffed facilities are not our responsibility until we actually receive and accept them. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. The Credit Union reserves the right to send any item for collection.
- e. **Final Payment.** All items or Automated Clearing House (ACH) transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items or ACH transfers or both. We may impose a return item charge on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or to return any item or funds transfer. The Credit Union shall have the right to charge back against your account all previously deposited items or other items endorsed by you that are returned to the Credit Union unpaid, regardless of whether the amount of the item has been available for your use.
- f. **Direct Deposits.** We may offer preauthorized deposits (i.e., payroll, Social Security, retirement, or government distributions) or preauthorized transfers from other accounts. You must authorize each direct deposit or preauthorized transfer by filling out a separate form. You must notify us at least thirty (30) days in advance to cancel or change a direct deposit or transfer option. Upon a bankruptcy filing, unless you cancel an authorization we will continue making direct deposits in accordance with your authorization on file with us. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law. You authorize us to cover

overdrafts, nonsufficient funds fees and Courtesy Pay fees, or any other fees and charges assessed against your account, from any deposit, including deposits of social security or other government payments or benefits.

- g. **Crediting of Deposits.** Deposits made after the deposit cutoff time and deposits made on holidays or days that are not our business days will be credited to your account on the next business day. Deposits at an unstaffed facility such as a night depository will be credited on the day funds are removed and processed. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding any items we purchase or receive for credit or collection to your account.
- h. **Large Currency Transactions.** The Bank Secrecy Act (a Federal Law) requires the completion and filing of a Currency Transaction Report (CTR) for any large currency transactions. Specific information is required to fill out the CTR. The member must provide proper identification and the appropriate information or the transaction will not be completed.
- i. **Reliance.** The Credit Union and its employees have no ability to make any representation or warranty of any kind regarding the character, validity or authenticity of any item submitted to the Credit Union for deposit. You agree not to request any Credit Union staff member to comment on the character, validity or authenticity of any deposit item, and you agree not to rely on any such comments that may at any time be made by any Credit Union staff member. Additionally, you agree to indemnify and hold the Credit Union harmless from any loss, cost or damage incurred by you or the Credit Union stemming from any item which you deposit.
- j. **Direct Deposit or Transfer Authorization/Bankruptcy.** If you file bankruptcy and fail to cancel any instructions in your direct deposit or transfer authorization, then you hereby instruct your employer and us to continue to make and apply deposits, make loan payments in order to avoid delinquency and other transfers in accordance with your authorization, until written notification is received by us to discontinue any payments or transfers.
- k. **Multiple Payees.** Unless any check, 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" shall be deemed 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 using the word "and" shall be deemed payable in the alternative).
- l. **Returned Deposits/Rejected Deposits/Reclamations.** The Credit Union reserves the right to reject any item presented for deposit. In the event that a deposit item has been returned or rejected, or a reclamation is presented on your account, the Credit Union may charge a fee as described in the Credit Union Fee Schedule. Additionally, if the Credit Union receives any form of notice of a pending or imminent reclamation of deposited funds, the Credit Union shall have the right to place a hold on funds sufficient to satisfy the estimated amount of the pending or imminent reclamation until the reclamation is either released or otherwise withdrawn.
- m. **Reservation of Rights.** The Credit Union reserves the right to refuse to accept any item presented for deposit, and you agree to hold the Credit Union harmless in that regard.

## 12. Account Access.

- a. **Authorized Signature.** Your original signature on the Membership Application authorizes your account access. We will not be liable for refusing to honor any item or instruction if we do not have an original signature and/or we believe that the signature is not genuine. In the event that there is more than one signature card associated with any account, or in the event that there are inconsistent, incomplete or ambiguous instructions on the available signature card(s) or other information provided to the Credit Union, you agree that the Credit Union shall have the right to evaluate and interpret such instructions and available information as we deem appropriate, in our sole and absolute discretion. In the event that we elect to honor an item on one or more occasions without an original signature, that shall not obligate us to accept such items at other times. We may honor any check that appears to bear your facsimile signature even if it was made by an unauthorized person. We may also honor any checks without your original signature if you have previously issued similar instruments and/or we reasonably believe that the instrument was made by you. If you give your account number to a third person, you authorize us to honor transactions

initiated by the third person even if you did not specifically authorize a particular transaction. If you elect to utilize a Bill Payer service, you expressly adopt the words "Signature on File" as your signature on any check issued on your behalf and drawn on your account. By using such service you expressly authorize us to honor all checks for payment of money drawn on your account bearing the words "Signature on File." If you sign up for our online banking service, you understand and agree that all persons listed as joint owners on your share account shall have unlimited access to all sub-accounts established under your membership number; including but not limited to any existing checking account, Visa Credit Card Account, Home Equity Line of Credit, etc. By signing up for online banking and/or utilizing the online banking service, you authorize all joint account owners, whether now existing or added in the future, to have unlimited access to all of your accounts, including the right to make advances under any available credit line. Additionally, if you establish a VISA Credit Card Account under your membership number, you understand and agree that all persons listed as joint owners on the share account under that same member number shall have unlimited access to information regarding the transaction activity and account information for that VISA Credit Card Account.

- b. **Access Options.** You may withdraw or transfer funds from your account(s) in any manner that we permit (i.e., check, Automated Teller Machine (ATM), in person, by mail, automatic transfer, online banking, or telephone, as applicable). We may return as unpaid any check on a form we do not provide, and you are responsible for any loss we incur handling such a check. We have the right to review and approve any form of power of attorney and may restrict any transactions on your accounts.
- c. **Access Devices.** Means any card, electronic access device and/or any codes, passwords, or personal identification numbers (PIN) that we issue to allow you to access and/or use any account or other services. With regard to online, electronic, or internet transactions an access device shall also include any computer, smart-phone, mobile device, or other hardware used to make or process a transaction.

You may be held liable if you fail to promptly provide notice to the Credit Union in the event of loss of your access device, or if you engage in misuse of your access device. Availability to use your access device through your smartphone may be affected by your mobile carrier's coverage area, and your carrier may charge you message and data rates, or other fees. We may automatically provide digital wallet operators and other merchants with updated information, such as your access card number, when your access card is replaced or reissued. If you have enrolled in Courtesy Pay for debit card transactions, those terms will apply to debit card transactions made through a mobile device or smartphone. The Credit Union may allow linking accounts or shares to a single access card. Linking lets you add accounts or shares you own (for example, checking or savings) to a debit or ATM card, giving you the ability to perform transactions on multiple accounts with one card at Credit Union ATMs. The money for purchases and payments made with the access card is deducted from the primary linked account, unless otherwise specified. When you use your card to access any account, the agreements and disclosures applicable to that account will apply to that card transaction.

- d. **Use of Biometrics/Fingerprints.** Credit Union may provide or allow 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 new technology. Biometric technologies may be used for authentication, fraud prevention, and other identifying techniques. A biometric identifier measures an individual's unique physical characteristics and compares it to a stored digital template for authentication. A physical characteristic includes, but is not limited to, a thumbprint, fingerprint, facial recognition, voice recognition, or iris pattern. A biometric identifier can be used as a single or multifactor process. For example, Touch ID, a service provided by Apple iOS, allows you to use your fingerprint to login securely to applications instead of entering your user id and password each time. For information on how the device protects your fingerprint and Keychain data, please see the manufacturer's Privacy Policy and security guides.

When you enable biometric access every person with an enrolled identifier associated with your accounts, services or device(s), such as a fingerprint, will have access to view your account information and conduct transactions on your behalf. Enrolled biometrics may expand the number of persons who have access to your account and whose actions you will be responsible for, regardless of the identity of the signers listed on your account agreement with us.

**THE CREDIT UNION STRONGLY ADVISES YOU TO REVIEW AND CONFIRM THAT ALL REGISTERED BIOMETRICS BELONG ONLY TO INDIVIDUALS WITH AUTHORITY TO ACCESS AND PERFORM TRANSACTIONS ON YOUR ACCOUNT. BY ACTIVATING BIOMETRIC ACCESS OR SERVICES, YOU ACKNOWLEDGE YOUR UNDERSTANDING THAT THE CREDIT UNION RELIES ON YOUR REPRESENTATION THAT ANYONE WITH A REGISTERED BIOMETRIC HAS PROPER AUTHORITY TO ACCESS YOUR ACCOUNT.**

- e. **ACH & Wire Transfers.** If we provide the service, electronic funds transfers that we permit are subject to Article 4a of the Uniform Commercial Code of the state of Colorado. We may execute certain requests for electronic funds transfers by Fedwire. Fedwire transactions are subject to Federal Reserve Board Regulation J. You may order electronic funds transfers to or from your account. We will debit your account for the amount of an electronic funds transfer and will charge your account for any fees related to the transfer. Unless we agree otherwise in writing, we reserve the right to refuse to execute any order to transfer funds to or from your account. We are not obligated to execute any order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the Available Balance in your account, as defined in section 14a. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control including mechanical, electronic or equipment failure. We will not provide you with next day notice of ACH, wire transfers and other electronic payments credited to your account. You will receive notice of such credits on your account statement. You may contact us to determine whether a payment has been received. We may provisionally credit your account, at our option, for an ACH transfer before we receive final settlement. We may reverse the provisional credit or you will refund us the amount if we do not receive final settlement. If we are required by law to pay you interest, we will pay you interest based on the lowest nominal dividend or interest rate we paid on any accounts during the period for which we owe you interest. Payment orders we accept will be executed within a reasonable time of receipt. A payment order may not necessarily be executed on the date it is received. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments and if received after a cut-off time, may be treated as having been received on the next following funds transfer business day. Information about any cut-off times is available upon request. When you initiate a wire transfer, you may identify the recipient and any financial institution by name and by account or identifying number. The Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or identifying number even if the number identifies a different person or financial institution. Any account owner may amend or cancel a payment order even if that person did not initiate the order. We may refuse requests to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order. We may require you to follow a security procedure to execute a payment order or certain electronic funds transfer transactions. We will notify you of any such security procedures and you agree that our security procedures are commercially reasonable. You are responsible for all transfers you authorize using your EFT and wire services under this Agreement. **You could lose funds if you provide incomplete or inaccurate information in your payment orders.** We have no obligation to detect errors you make in a payment order (for example, bill pay, ACH, or wire transfer). We rely on the beneficiary account number and beneficiary bank identification number (e.g. IBAN, Routing Number, or Swift Code) you provide with an instruction or order. For further rights and responsibilities regarding this transfer please reference our [Electronic Funds Transfers Agreement and Disclosure](#)
- f. **International Wire Transfers.** In the event you elect to wire funds internationally, you agree to follow the Credit Union's procedures and requirements for international wire transfers. The Credit Union has the right to rely upon the information which is provided by you for such wire transfer, and it is your responsibility to fully and accurately complete the Outgoing International Wire Transfer Request form and to provide accurate account and routing numbers and swift codes to the Credit Union. Failure to do so may delay or prevent the wire. The Credit Union and other institutions may



rely on the information and account numbers that you provide, even if they identify a different party or institution. You acknowledge that some receiving banks and intermediary banks may also charge a fee for their services which will be deducted from the proceeds of the wire. You also understand that some international wires may be delayed and you agree to indemnify and hold the Credit Union harmless for any delays or for losses incurred by you or any third party because of the daily exchange rate fluctuations or incorrect information provided by you. Incoming wire transfers received in foreign currency will be converted to U.S. dollars using the Applicable Exchange Rate. The "Applicable Exchange Rate" is the exchange rate of foreign currency determined at our sole discretion and does not include any applicable fees charged by an exchange service.

- g. **Funds Transfer Security Procedure.** You agree that we will follow a commercially reasonable security procedure of our choice to verify the authenticity of payment instruction we receive to send funds transfers from your accounts. The security procedure may vary depending on how the payment order was received including orders received online, over the phone, in person, or via online or mobile. You agree to be bound by any funds transfer request that we receive and verify via a commercially reasonable security procedure, even if the payment order was not authorized by you. If we permit you to establish an alternate security procedure, you agree that procedure is a commercially reasonable method of verifying electronic funds transfers. **Consumer accounts only:** this provision applies to funds transfers governed by Article 4a of the Uniform Commercial Code and not electronic fund transfers governed by Regulation E (see Electronic Funds Transfer Services section).
- h. **Non-Consumer Accounts—Special Rule for Unauthorized Transactions.** The Credit Union must be notified of any unauthorized ACH or wire transfer activity affecting a non-consumer account no later than the close of business on the day after the Settlement Date for the transaction. The Credit Union shall have no liability to you for untimely received notifications of unauthorized account activity.
- i. **Credit Union Examination.** We may disregard information on any check, other than the signature of the drawer, the amount and any magnetic encoding. You agree we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.
- j. **Electronic Check Transactions.**

  - i. **Electronic Checks.** If you authorize a merchant to electronically debit your checking account using the routing, account and serial number of your check to initiate the transfer, whether the check is blank, partially or fully completed and signed, such authorization is an electronic check conversion. An electronic check conversion is an Electronic Funds Transfer ("EFT") subject to the terms of the Electronic Funds Transfer Agreement/Disclosures. You authorize us to honor any electronic check conversion from your checking account just the same as a regular written check.
  - ii. **Electronic Check Authorization.** When you or any person with authority authorize any Electronic 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 Electronic Check you authorize.
  - iii. **Electronic Re-presented Checks or Other Items.** If you write a check on a personal account that we return unpaid because of insufficient or uncollected funds, the payee or any subsequent holder of the check may re-present the check to us, through an electronic instruction ("Electronic Re-Presented Check") to charge your account for the amount of the check. For information regarding the effect of fees on re-presented items see section 16(b) of this Agreement entitled "Multiple Presentment". If we receive an electronic re-presented check, we will pay or return the electronic re-presented check as if the original paper check was presented to us. Any collection fee you authorize the merchant to debit from your account is an electronic funds transfer subject to the terms of the Electronic Funds Transfer Agreement/Disclosures. If you want to reverse an electronic re-presented check, you must complete a Written Statement Under Penalty of Perjury form within 15 days after we send or make available to you the periodic statement that reflects payment of that electronic re-presented check. In your signed written statement, you must certify under penalty of perjury that the electronic re-presented check was ineligible or unauthorized. If we receive a proper written statement from you within

the 15-day period, we will re-credit your account with the amount of the charge. If you wish to stop payment of any electronic re-presented check, you must follow the procedures contained in the Agreement for stopping payment of checks, not the procedures for stopping payment on electronic loan or bill payments. If you ask us to request the depositor's bank to send us the original paper check or a copy of the paper check, and we provide it to you, you agree that you will not seek to have your account re-credited due to a prior stop payment order or if the item is otherwise ineligible for collection.

- k. **Electronic Records and Receipts.** Certain Credit Union transactions are authenticated or verified by means of electronic receipts, electronic or digital signatures or other acknowledgments. Additionally, certain Credit Union records are maintained electronically rather than in paper form. As a condition of your membership with the Credit Union, you hereby consent to such electronic methods of doing business and further agree to be bound by your electronic signatures or other acknowledgments relating to your account and loan transactions with the Credit Union. Additionally, you agree that we may at our discretion store all records pertaining to your accounts and transactions electronically and that we have no obligation to retain original copies.
- l. **Electronic or Digital Signature.** You consent and agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action while using any electronic service we offer; or in accessing or making any transactions regarding any agreement, acknowledgment, consent, terms, disclosures or conditions constitutes your signature, acceptance and agreement as if actually signed by you in writing and may be referred to as the original signature governed by "Authorized Signatures" of section 12a. Further, you agree that no certification authority or other third party verification is necessary to the validity of your electronic or digital signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and the Credit Union.
- m. **Powers of Attorney.** The Credit Union may allow a third person acting as your attorney-in-fact to make transactions regarding your account(s), pursuant to a properly executed Power of Attorney authorization, but you agree that the Credit Union has no obligation to do so. Additionally, in the event that more than one attorney-in-fact is named in a presented Power of Attorney authorization, you agree that we have the right to accept instructions from any named attorney-in-fact, and that we have no obligation to track dual signatures or otherwise verify that all named attorney(s)-in-fact have authorized a transaction or instruction. You agree that we may in our discretion refuse to honor any Power of Attorney authorization presented to us for any reason permitted by law, and that we within our discretion may not recognize a Power of Attorney authorization given by one owner of a Joint Account without the consent of the other Joint Account holder(s). You also agree that we may rely upon a submitted Power of Attorney authorization and that we have no obligation to verify the scope, authenticity, and validity of any Power of Attorney authorization presented to us. If we accept the Power of Attorney authorization, the Credit Union has no duty to inquire as to the use or purpose of any transaction(s) by your attorney(s)-in-fact, and we may restrict or refuse account access, withdrawals and transfers. Additionally, you agree that the Credit Union has no obligation to determine the duration of any Power of Attorney authorization or the qualifications of the named attorney(s)-in-fact. It is the sole responsibility of the account owner(s) to notify the Credit Union to remove attorney-in-fact access to an account once an accepted Power of Attorney authorization is no longer necessary or appropriate. Further, you agree that as a condition precedent to accepting a Power of Attorney authorization we may request: (a) an Agent's Certification under penalty of perjury in a form deemed acceptable to the Credit Union of any factual matter concerning the principal, the attorney-in-fact, or the Power of Attorney authorization; (b) an English translation of the Power of Attorney authorization if the Power of Attorney authorization is not legible or contains, in whole or in part, language other than English; and/or (c) an opinion of legal counsel selected by the Credit Union as to any matter of law concerning the Power of Attorney authorization. You further agree we may require that a Power of Attorney authorization be registered with the appropriate recording authorities. We may restrict the types or amounts of transactions we permit an attorney-in-fact to conduct, and we will not allow an attorney-in-fact to change account ownership or POD beneficiary designations, unless those powers are specifically described in the Power of Attorney authorization. We may require a separate form for each account or service for which you want to grant agency. If your agent or attorney-in-fact does not present the original form, we may either accept or refuse to honor any agency you grant and with no liability to you. If we accept a Power of Attorney authorization, we may continue to recognize the authority of

your agent or attorney-in-fact until we receive written notice of revocation from you and have had a reasonable time to act on it. You agree to reimburse the Credit Union for all costs and expenses, including attorney's fees, we incur to obtain such legal opinion or otherwise handle or process any Power of Attorney authorization that you submit to the Credit Union, and you agree to indemnify us for any loss or other expense we incur from our acceptance and reliance upon your Power of Attorney authorization, or copy thereof, which we accept in good faith and believe to be valid and authorized by you.

- n. **Buff One Banking Account Conversion.** After five (5) years from the account open date, a student Buff One Banking account may be converted to the basic checking account type available from the Credit Union at the time of conversion.
- o. **Relay Service.** You agree to notify the Credit Union in advance in the event that you wish to utilize a relay calling service to contact the Credit Union, so that the Credit Union may take commercially reasonable precautions to protect your privacy. You agree that the Credit Union may refuse to accept a relay call or contact pertaining to you or your accounts until such time as the Credit Union has received prior notification from you and sufficient information regarding the calling service to be utilized to enable the Credit Union to adequately verify your identity at the time of the call or contact.
- p. **Internet Access.** Our website and the electronic services that we provide (excluding linked sites) are controlled by the Credit Union from its principal offices located in Colorado. 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. In the event that you elect to access our website or services from other locations outside of the State of Colorado you agree that such contacts and communications are made on your own initiative; and that you are solely responsible for ensuring compliance with any applicable local laws and regulations.
- q. **Selection of Products and Services.** The Credit Union shall at all times retain the right to modify its products and services in the sole and absolute discretion of the Credit Union, and to offer certain targeted products and services only to certain selected portions of the Credit Union membership to whom such products and services are deemed appropriate. Notwithstanding the foregoing, any Credit Union member may apply for any Credit Union product or service at any time. Additionally, in the event that a particular product or service is discontinued by the Credit Union, the Credit Union also reserves the right to provide a replacement product or service that in the judgment of the Credit Union most closely matches the discontinued product or service.
- r. **Out of Network ATM Fees.** The Credit Union has no control over fees charged by Automated Teller Machines (ATMs) that you elect to utilize that are not owned by Elevations Credit Union. PLEASE NOTE that some ATMs charge multiple fees if multiple transactions are processed during the same "log-in", such as making a balance inquiry and then withdrawing money. Accordingly, it is highly recommended that you take note of the fee disclosures that are posted or otherwise provided when utilizing all out of network ATMs.
- s. **Safe Deposit Boxes.** The Credit Union offers safe deposit boxes for qualifying consumer and business members at select branch locations of the Credit Union, subject to availability. You will be required to accept the terms and conditions of a separate Safe Deposit Box Rental Agreement prior to being provided a safe deposit box. In the event of any conflict between the terms and conditions of this Agreement and the terms of the Safe Deposit Rental Agreement, the terms of the Safe Deposit Rental Agreement shall govern. Safe deposit boxes will not be offered to non-members of the Credit Union, or members that are not in good standing. Upon termination of your membership any safe deposit box rental that you may have with the Credit Union must also be closed. In the event of any closing or relocation of any Credit Union branch location with safe deposit boxes, the Credit Union is under no requirement to move said box or contents or to continue offering safe deposit box services. Upon the physical closure of any branch for any reason the Credit Union will make reasonable access to Safe Deposit Boxes available (through appointments when possible).
- t. **Branch Access.** The Credit Union offers physical branch locations in select Colorado communities in addition to account access at participating shared branch Credit Union CO-OP locations nationwide. Branch accessibility is available during posted hours at each branch location. There may be instances that a branch location is unavailable or closed due to any situation out of the

Credit Union's control such as acts of God, imminent or severe weather conditions, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion or unrest, breakdown of communication services or facilities, utility disruption, natural catastrophes, governmental declarations, acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy.

**13. Account Rates and Fees.** We pay account earnings and assess fees against your account as set forth in the Truth-in-Savings Disclosure and the Fee Schedule. We may change the Truth-in-Savings Disclosure and Fee Schedule at any time. You will be notified of such changes as required by law.

#### **14. Transaction Limitations.**

- a. ***Withdrawal Restrictions.*** We permit withdrawals only if your account has a sufficient Available Balance to pay the full amount of the withdrawal, or you have an established overdraft protection plan. Your "Available Balance" is equivalent to your account balance minus funds being held as a result of (i) pending authorizations or transactions, (ii) minimum balance requirements, and/or (iii) check holds (please refer to the Funds Availability disclosure for more information regarding check holds). Checks or other transfer or payment orders ("withdrawals") that are drawn against an insufficient Available Balance will be subject to fees as set forth in the Fee Schedule. If there is a sufficient Available Balance to pay some but not all of your withdrawal orders, we may pay those withdrawals for which there is a sufficient Available Balance in any order at our discretion.

We may refuse to allow a withdrawal in some situations, and will advise you accordingly; for example: (1) a dispute between the owners (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; (5) you fail to repay a Credit Union loan on time; or (6) we receive notice that you have engaged in illegal account activity or account activity that the Credit Union reasonably believes may cause a loss to the Credit Union. We reserve the right to require members to give notice in writing of any intended withdrawals from any account of not less than seven (7) days and up to sixty (60) days in accordance with applicable law before such withdrawal, except for the funds in the Checking Account.

In addition to the foregoing, if any person should request a large cash withdrawal from the Credit Union (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 receipts or releases the Credit Union may require in connection with any such withdrawal.

- b. ***Transfer Limitations.*** For Savings or any Money Market Accounts, if applicable, you may make up to six (6) preauthorized, automatic, telephone, or online banking transfers to another account of yours or to a third party during any calendar month. All Money Market Accounts may be subject to additional account limitations and fees as outlined in the Truth-in-Savings Disclosure and Fee Schedule. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders including orders received through ACH. You may make unlimited withdrawals or transfers to any of your accounts in person, by mail, or at an ATM. However, we may refuse or reverse a transfer that exceeds these transfer limitations and may assess fees against, suspend, or close your account.
- c. ***Transactional Account Sub-Accounts.*** If you have a transactional (checking) account, your account will consist of a transaction sub-account and a savings sub-account. Funds not routinely needed to pay debits may be transferred by the Credit Union to a savings sub-account. We may periodically transfer funds between these two sub-accounts. If your account is an account on which dividends are paid, your dividend calculation will be unaffected by any such sub-account transfer. Otherwise, the savings sub-account will be non-dividend bearing. The savings sub-account will be governed by the rules governing our other savings accounts within this Agreement or the Truth-in-Savings Disclosure. This process will not affect your Available Balance, the dividends you may earn, NCUA insurance protection, your monthly statement, or any other features of your transactional account.

- d. **Over-the-Counter Check Presentation.** You agree that we may impose a fee as set forth in the Fee Schedule on the payee or other holder of a check or other item drawn against your account(s) that is presented for payment over-the-counter (in-person or otherwise) at the Credit Union rather than being deposited in an account at another institution and presented for payment through the check collection system. You also agree that as a condition precedent to honoring any item drawn against your account(s) that is presented for payment over-the-counter (in-person or otherwise), we shall have the right to request and require a valid form of identification, fingerprint, thumbprint, and other verification information from the individual(s) presenting the item(s), and you agree to indemnify and hold us harmless from any claims associated with our refusal to honor any such item(s) when the individual(s) presenting such item(s) refuse our requests.
- e. **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 (Check, ACH, 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 generally be paid as follows: checks are paid in order of check amount, lowest to highest; ACH items in each presentment file post credits first, then debits paid by dollar amount, lowest to highest, and generally we will receive up to four ACH presentment files per day. 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 locations or a shared branch, are generally paid at the time they are performed. **WHY THIS IS IMPORTANT TO YOU:** The order in which items are paid is important if the Available Balance in your account is not sufficient to pay all of the items that are presented for payment. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. For instance, our payment policy may cause your larger, and perhaps more important, items to not be paid first (such as your rent or mortgage payment), but may reduce the amount of overdraft or NSF fees you have to pay if funds are not available to pay all of the items. Please note that items are paid from the Available Balance in your account. Your account balance may be higher than the Available Balance because a portion of the funds on deposit in your account may not be available due to the reasons outlined in section 14a outlined above. If an item is presented for payment without a sufficient Available Balance in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item unpaid (resulting in a Non-Sufficient Funds "NSF" item). The amounts of the overdraft and NSF fees are disclosed elsewhere in this Agreement and/or our Fee Schedule. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts, or performing debit or other withdrawal orders, without a sufficient Available Balance and incurring the resulting fees. For more information, please refer to the Discretionary Courtesy Pay Disclosure and section 16 of this Agreement.
- f. **Check Printing.** The Credit Union approves the vendor(s) listed in the 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 acknowledge and understand that the Credit Union strongly recommends using only approved check vendors for check printing to safeguard against losses or problems resulting from printing errors and to reduce the risk of theft of account numbers or other private account information. You acknowledge and agree that we have no responsibility or liability to you whatsoever, and you agree to indemnify us from any loss, cost or damage in whole or in part 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). Regardless of the identity of the vendor you elect to use for your check printing it is solely your responsibility to immediately review and verify the accuracy of all information contained on any checks printed by a third party prior to use of those checks.

**15. Certificate Accounts.** Any certificate is subject to the terms of this Agreement and the specific terms and disclosures set forth in the Truth-in-Savings Disclosure and Certificate Receipt for each account that is incorporated herein by reference.

**16. Overdrafts.**

- a. **Overdraft Liability.** If on any day, the Available Balance in your Checking Account is not sufficient to pay checks, Debit Card transactions, fees or other items posted to your account, those amounts will be handled in accordance with our overdraft procedures or an overdraft protection source you have with us. The Credit Union's determination of an insufficient Available Balance may be made at the Credit Union's sole discretion any time between presentation and the Credit Union's midnight deadline with only one review of the account required. We are not required to notify you if your Checking Account does not have a sufficient Available Balance to pay checks, fees, electronic transactions or ACHs, or other posted items. Whether the item is paid as a courtesy or returned, your account will be subject to a fee as set forth in the Fee Schedule. Except as otherwise agreed in writing, we, by paying any overdraft, do not agree to pay overdrafts in the future. We may discontinue paying overdrafts at any time without notice. If we pay any item or impose a fee that would otherwise overdraw your account, you agree to pay the overdrawn amount and any assessed fees immediately. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any midnight deadline limits.

PLEASE NOTE THAT YOU MAY STILL OVERDRAW YOUR ACCOUNT EVEN THOUGH THE ACCOUNT BALANCE APPEARS TO SHOW THERE IS A SUFFICIENT AVAILABLE BALANCE 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. 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 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 balance 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 Balance for subsequent purchases. Failing to account for outstanding items may cause your account to become overdrawn and fees assessed.

- b. **Multiple Presentments.** Check and ACH or other electronic payment transactions that are returned for insufficient Available Balance may be presented to us again for payment multiple times until paid. We do not monitor or control the number of times a transaction is presented for payment. You may be charged a nonsufficient funds fee or overdraft fee each time a transaction is presented for payment, even if it was previously declined and a fee was previously charged. However, you will not be charged a nonsufficient funds fee or overdraft fee for an ACH payment transaction that a merchant labels "RETRY PYMT". We cannot control how a merchant describes transactions, and we will rely on how the merchant characterizes the transaction for purposes of processing it and your only recourse for an improperly coded transaction or a transaction not labeled as a "RETRY PYMT" is with the merchant who submitted it to us. If a nonsufficient funds fee or overdraft fee is charged on a re-presented transaction due to automated processes, the fee will be refunded by us during overnight processing. A merchant may re-present a charge through a different description

or other variation to the charge and there is no way we can identify such actions by a merchant authorized by you. If, through review of your statement, you notice a nonsufficient funds fee or overdraft fee was charged for a re-presented transaction and not refunded to you either due to a re-presentation or a merchant attempting to collect a charge various times through various means, please alert us as soon as possible so that we can refund the fee to you where appropriate.

- c. **Overdraft Protection.** If we have approved an overdraft protection for your account, we will honor checks, Debit Card transactions, fees or other items posted to your account, drawn on insufficient available funds by transferring funds from another source, as you have directed, or as required under the Credit Union's overdraft protection policy. If you have not directed us to pull funds from another source, we will automatically use your savings account as the overdraft source. The fee for overdraft transfers, is set forth in the Fee Schedule. The Credit Union may rely upon your overdraft Authorization until it is revoked or modified in writing by any account owner or an authorized representative, or by court order. You agree that all checking account overdraft transactions shall be governed by the Credit Union's current membership and deposit account contracts, rules and regulations, and fee schedules. You further agree that the Credit Union shall have no duty to make inquiries or monitor any overdraft account activities, payments, withdrawals, deposits, use of funds, or other actions of any account owner. You shall remain personally liable to the Credit Union for any overdraft activity, and agree to indemnify and hold the Credit Union harmless from any and all loss, cost or damage incurred or suffered by the Credit Union at any time by reason of the Credit Union honoring your instructions concerning overdraft activity or paying any overdraft. The terms and existence of your overdraft protection privileges may be revoked, modified or supplemented by the Credit Union at any time with or without advance notice to you.
- d. **Third Parties.** You 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 protection or Courtesy Pay 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. If you believe the merchant has mis-coded your transaction, it is your responsibility to speak to the merchant to ask them to modify, as appropriate.

**17. Postdated and Staledated Checks.** We may pay any check without regard to the date of the check even if the check is presented for payment before its date. You also agree not to deposit checks or other items before they are properly payable. The Credit Union may at its option, but is under no obligation to you to pay a check drawn on your account which is presented more than six (6) months after its date.

## **18. Stop Payment Orders.**

- a. **Stop Payment Request.** You may request a stop payment order on any check, including postdated checks, you or any account owner draw upon any savings, checking, or loan account. You may also request a stop payment on a series of checks which are lost or stolen. You may request a stop payment by telephone, mail, online banking, or in person. The stop payment will be effective if we receive the order in time for us to act upon the order. You must state the account number, check number, payee, and its exact amount for an individual check. You understand that the exact information is necessary for the Credit Union's data processing system to identify the check. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the check. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the check. If we recredit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer all of your rights against the payee or other holders of the check to the Credit Union, and to assist us in any legal action. The Credit Union shall not be responsible or liable for failing to stop payment of any check or other instrument, if the instrument has been modified or issued in such a way that prevents the Credit Union from being able to reasonably identify or track the instrument.
- b. **Duration of Order.** You may make an oral stop payment order which will lapse within fourteen (14) calendar days unless confirmed in writing within that time. A stop payment processed via online

banking will be considered a written stop payment order. A written stop payment order will be effective for six months and may be renewed in writing with the appropriate fee from the Fee Schedule. We do not have to notify you when a stop payment order expires.

- c. **Certified/Credit Union Issued Items.** The Credit Union has no obligation to honor a stop payment request pertaining to a certified or Credit Union issued item. However, under certain conditions the Credit Union may effectuate such a request. Such conditions may include but are not limited to: a) your purchasing a lost instrument bond; b) your executing and providing to the Credit Union a declaration of loss form satisfactory to the Credit Union; and c) your providing such other assurances to the Credit Union as the Credit Union may request. In the event that the Credit Union accepts a stop payment request on a certified or Credit Union issued item, that stop payment is subject to being lifted at the Credit Union's discretion and to waiting such period of time as the Credit Union may require before reissuing or recrediting the funds.
- d. **Liability.** Fees for a stop payment order are set forth in the Fee Schedule and are subject to change at the Credit Union's discretion. All stop payment requests are subject to your compliance with the Credit Union's rules, regulations and procedures regarding stop payment orders. You agree to indemnify and hold the Credit Union harmless from all costs, expenses, damages or claims, including attorney's fees, related to a stop payment request or our refusing payment on an item. This includes but is not limited to claims of any joint account owner, payee, holder or endorser.

**19. Credit Union Liability.** If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if: (1) your account contains insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; (4) your account is subject to legal process or other claim; or (5) your account does not meet our membership requirements as set forth in this Agreement. We also reserve the right to deny liability related to any transaction when we determine that your own actions or omissions to act substantially contributed to the incurrence of the claim or loss. We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft and we shall have no liability for refusing payment. We will not be liable for consequential damages, except liability for wrongful dishonor. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearing house rules, and general banking practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Account Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement. In the event that a conflict or ambiguity arises between the terms of your signature card, your historical account documentation, your transaction documentation and any other documentation that we may receive or have in our possession related to you or your account(s), you agree that the Credit Union shall have the right to interpret such documentation or information in the manner deemed the most logical and appropriate by the Credit Union under the circumstances, and that the decision and interpretation of the Credit Union in that regard shall be final and binding upon you and all third parties, and shall not be subject to review or contestation.

The Credit Union will remit funds held or funds due to you either via account credit or by check payment. However, if the Credit Union holds a de minimis amount due to you of one dollar (\$1.00) or less when you no longer have an open account with the Credit Union, you agree the Credit Union will not have a responsibility to generate, process, and mail a check to you.

**20. Credit Union Lien and Security Interest.** By applying for membership at the Credit Union you unconditionally grant the Credit Union a consensual security interest in all of your funds at any time on deposit with the Credit Union to secure all amounts that you may now or in the future owe to the Credit Union. If you or any joint account holder with you owe us money as a borrower, guarantor, endorser, account holder or otherwise, we may use the funds on deposit in any of the accounts in which you have an ownership interest to pay all or any portion of any debt or other amount which you or any joint account holder owe to us. This right of offset will not apply to loan obligations secured by your residence, or where prohibited by law. We may apply the funds on deposit to your obligations in any order deemed appropriate by us, including offset of funds on deposit prior to maturing, without further notice to you. If we choose not



to enforce our security interest in your funds on deposit on a particular occasion, we do not waive our right to enforce the security interest later. All accounts are nonassignable and nontransferable to third parties.

**21. Legal Process.** If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest. Any collateral pledged by you at any time as security for any of your loan obligations to us (excluding real estate loans) shall also serve as collateral to secure payment of any and all other liabilities or obligations which you now or in the future may owe to us until we agree in writing to release our security interest on such loan collateral. This cross-collateral right of the Credit Union shall also extend to any and all additions, accessions, attachments, improvements, accessories, repairs, replacements or substitutions to such pledged collateral. If we receive a garnishment or levy on any of your accounts, you agree that the Credit Union may offset any amount subject to garnishment or levy against any indebtedness that you may now or hereafter owe to the Credit Union. Additionally, you agree that the Credit Union may assess your account a reasonable fee to compensate the Credit Union for the cost of processing the garnishment or levy.

**22. Account Information.** We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure complies with the law or a government agency or court order; or (4) you give us your written permission.

### **23. Notices.**

- a. **Name or Address Changes.** You are responsible for notifying us of any address, phone number, name, or email address change. The Credit Union is only required to attempt to communicate with you at the most recent address or email address you have provided to us. The Credit Union may accept an address or address change via several acceptable channels: through secured messaging in online banking, over the phone after verifying your account password, or in person at a branch location. Verification of an address or email address change may require signed written notice. In the absence of such notice, any mail, disclosure or notice to you at any address, forwarding address, or email address on our records will be deemed properly addressed and constitute effective delivery of any item we may be required to provide, regardless of actual receipt by you. We may discontinue sending any statements, notices or other items until you correct any deficiency under this provision. If we receive notice from the United States Postal Service that you have changed your address, we will suspend all paper mail including monthly statements and other correspondence until you verify your address change with us. To verify your address, you must contact the Credit Union in the manner stated above. The Credit Union may impose a Returned Statement Fee as set forth in the Fee Schedule.
- b. **Notice of Amendments.** Except as prohibited by applicable law, the Credit Union, in its sole discretion, may change the terms of this Agreement, in any manner, or for any reason, including: (1) we may delete, modify, or amend any existing term or condition of this Agreement, including the method for determining dividends; (2) we may add new terms, conditions and requirements that we deem necessary or in the Credit Union's best interests without regard to whether the matter is already addressed by this Agreement; (3) we may offer new or different services at any time and may convert an existing account or service into a new account or service; and (4) we may make operational changes. We may make all such amendments or changes as described at any time without notice except as expressly required by applicable law, and any change in the Agreement shall be effective at the earliest time allowed by applicable law. If applicable laws provide no express time period, then notice 10-days or more in advance of the effective date of any change shall be deemed sufficient. By continuing to use or keep your account open, you will be deemed to accept and agree to any such changes in terms. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to future enforcement.
- c. **Effect of Notice.** Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is provided electronically or is deposited in the United States Postal Service, postage prepaid, and addressed to you at your statement mailing address, and will

be effective whether or not received by you. Notice to any account owner is considered notice to all account owners.

- d. **Electronic Alerts and Notifications.** By enrolling in alert and notifications received via text, SMS or other electronic methods you agree to accept these alerts and notifications regarding your account, and other communication provided by the Credit Union through these channels. If you provide us a mobile phone number or email, we may use the email address or phone number to send an email, text, or SMS message to verify your identity when you request information on our website or over the telephone as part of a multi-factor authentication. Further, you agree to transactional texts, SMS messages, or emails for urgent notifications to protect you from potential fraud or suspicious transactions on your account. You agree and understand that standard carrier rates may apply to receive these alerts and notifications and that you are responsible for any cost incurred.

**24. Taxpayer Identification Number (TIN) Certification and Identification.** Pursuant to the Membership and Services Application used to open your account(s) with us, you provided a certification regarding the accuracy of your taxpayer identification number (usually your Social Security Number) and whether your account is subject to backup withholding under the Internal Revenue Code. This certification applies to any and all accounts you have with us now or in the future, unless you provide written notification to us that specifically provides otherwise. You agree to comply with all of our requirements for identification which we may require, including photographing, video recording and providing fingerprints or other biometrics. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service a percentage of dividends and certain other payments. If (a) you fail to provide your correct TIN to us or meet other requirements associated with your TIN certification, (b) we find that the TIN you provided is incorrect, or we suspect the TIN you provided to us is incorrect and you fail to provide us with satisfactory documentation verifying your TIN within fifteen (15) days of our written request, the Credit Union may suspend and/or restrict all or a portion of the activity on your account or close your account, whichever is applicable or deemed appropriate by the Credit Union.

## **25. Statements.**

- a. **Contents.** We provide periodic statements for your account and loan activity as required by law. If a periodic statement is provided to you by mail or via eDocuments, you agree that only one statement is necessary for a joint account. If a statement is returned to us by the United States Postal Service, we reserve the right to hold further statements until you provide us with a good address. You understand and agree that, when paid, original checks issued by you become the property of the Credit Union and will not be returned to you. Copies of checks will be retained by the Credit Union for a period of time after they are paid, or payable through financial institutions and made available upon your request. You understand and agree that paper statements are made available to you on the date they are mailed to you. You also understand and agree that checks or copies thereof are made available as soon as possible. The Credit Union may impose a fee for any copies requested as set forth in the Fee Schedule.
- b. **eDocuments.** When you agree to accept your periodic account statements online through online banking you will be responsible to access your Account eStatements, Visa Billing, FlexLine Plus Billing, eNotices and Tax Statements when they are made available for your review. Your eDocuments will be available for at least 90 days at ElevationsCU.com and can be obtained by using any type of computer that is linked to the Internet. You may access your eDocuments as PDF through online banking (ElevationsCU.com). You must have a current version of Adobe Acrobat Reader to access the statements, which can be downloaded at no cost to you at [www.adobe.com](http://www.adobe.com). You may want the ability to download and store the statements electronically. If you want to create a paper-copy of your statements for your records, you will also want a printer connected to the computer you use to access your eDocuments. By your consent to receive eDocuments you are telling the Credit Union that you have printing capability or the capability to store electronically for your records.

We will suspend mailing your statements when you consent to receiving statements online. In order to receive your periodic statements in paper form through the mail, you must withdraw your consent to receive online statements by contacting the Credit Union, via online banking secured messaging, telephone or in person. A monthly fee may be assessed to your account if you choose to receive

paper statements in the mail as outlined in our Fee Schedule. A fee for ordering a copy of your statement will be applied as outlined in our Fee Schedule.

- c. **Examination.** You are responsible for examining each statement and reporting any irregularities to us. Any claim or action against us regarding any error or improper charge must be commenced according to the timeline outlined in section 47(f) of this Agreement. We will not be responsible for any forged, altered, unsigned or unauthorized items drawn on your account if: (1) you fail to notify us within thirty (30) days of the mailing date of the earliest statement regarding any forgery, alteration or unauthorized signature on any item described in the statement; or (2) any items are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.
- d. **Notice to Credit Union.** You agree that the Credit Union's retention of checks does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes. We will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notification of any errors. If you fail to receive a periodic statement you agree to notify us within fourteen (14) days of the time you regularly receive a statement.

**26. Inactive Accounts.** If you have not made a withdrawal from, deposit to, transfer, payment, or advance involving your account for more than one year (12 months) as specified in the Truth-in-Savings Disclosure, we may classify your account as an inactive account. Unless prohibited by applicable law, we may charge a fee for continuing to process your inactive account as set forth in the Fee Schedule. If we impose a fee, we will notify you at your last known address. You authorize us to transfer funds from another account of yours to cover any fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an accounts payable and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. If your account is classified as inactive, or is declared abandoned, we may close your account and return the funds on deposit to your address of record. The posting of dividends to an account is not considered member-generated activity by the State of Colorado Escheat law. 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. If you choose to reclaim such funds, you must apply to the appropriate state agency.

**27. Notice of Withdrawal.** By law, the Credit Union has the right to impose a sixty (60) day notice of withdrawal requirement on all of its accounts except Checking. This legal right exists to protect the liquidity and solvency of the Credit Union should the need ever arise.

**28. Termination or Restriction of Membership, Account(s) and Service(s).** 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. 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. You further agree that we can terminate your membership, any account or service 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, as we in our sole discretion deem appropriate, 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 apply for a new account(s)/service(s) if: (1) there is a request to change the owners or authorized users; (2) there is a fraud/forgery or unauthorized use committed or reported; (3) there is a dispute as to ownership of any account or sum on deposit; (4) there are any share drafts that are lost or stolen; (5) there are returned unpaid items or transactions not covered by an overdraft plan agreement with us or any abuse of any such plan per our assessment thereof; (6) there is any misrepresentation regarding any account(s) or service(s); (7) 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; (8) if we believe you have been negligent in protecting any access devices or codes; (9) 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; (10) 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; (11) 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; (12) you refuse or fail to cooperate as provided in this Agreement; (13) you have an account that does not maintain a balance; (14) you violate any Credit Union policy, procedure or standard or any law, regulation or rule; (15) if 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; (16) making unauthorized posting(s), defacing or removing notices or signs on Credit Union premises and/or social media sites without management authorization; (17) misappropriating Credit Union funds, property, or other material proprietary to the Credit Union; (18) deliberately or repeatedly violating security procedures or safety rules; (19) using your Credit Union accounts for any purpose that is prohibited by federal or state law, in the sole judgment of the Credit Union; (20) you use profanity, discriminatory language or behavior, or you engage in behavior perceived by the Credit Union to be abusive, damaging or demeaning to any Credit Union staff person or member; (21) if we believe you have falsified any information submitted to the Credit Union or failed to promptly provide such documentation or information as is reasonably requested by the Credit Union to verify your account; (22) you engage in conduct determined by Credit Union management to be detrimental to the interests of the Credit Union; (23) possessing, using, or being under the influence of illicit drugs on Credit Union premises; or (24) engaging in use or possession of firearms or weapons of any kind on Credit Union premises except for on-duty law enforcement officers or security officers. We, on our own accord, may place a stop payment on any check, 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.

**29. 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 or terminated for members who engage in "abusive conduct;" and also address other circumstances where services may be limited or terminated. Other circumstances where services may be limited or terminated include those described in Paragraph 28 of this Agreement, an individual bringing firearms or weapons of any kind on Credit Union premises except for on-duty law enforcement officers, or bringing or attempting to bring any animals inside any credit union building or facility, except service animals. 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.

**30. Residence Outside the U.S., Its Possessions or Territories; or in Certain U.S. States.** 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.

**31. 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).

**32. Deposit Requirement.** If you fail to maintain any deposits with the Credit Union for a period of six (6) months or more, your membership may be terminated and/or your account(s) may be closed. Upon termination of membership or account closure, the Credit Union may charge a fee as set forth in the Fee Schedule.

**33. Death of an Account Owner.** In the event of the death of a member, the funds in any deposit account shall automatically pass to any joint account owner(s) unless we are required to remit the funds to someone else by law, subject to the Credit Union's right of offset to extinguish or satisfy any existing or future obligation that the deceased member may have with us. In the event that there are no surviving joint account owners, then the funds on deposit (after any required offset) shall be disbursed to the designated Payable On Death (POD) payee(s) unless we are required to remit the funds to someone else by law (as provided in paragraph 4 above). In the event that there are no joint account owners and no designated POD payee(s), the funds may only be disbursed in accordance with Colorado Probate Law and the policies and procedures of the Credit Union. The Credit Union shall have the right to retain any funds on deposit in a deceased member's account(s) until such time as satisfactory arrangements have been made for payment in full of any obligations of the deceased member, and until the Credit Union has been provided documentation satisfactory to the Credit Union supporting disbursement of the funds. We may require that anyone claiming a deceased owner's account funds indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner. The vesting of any interest in any sum payable to a POD beneficiary shall also be subject to the right of offset between the Credit Union and any POD beneficiary."

We may pay checks or honor payments or transfer orders authorized by a member for a period of ten (10) days after the date of that member's death unless we receive instructions from any person claiming an interest in the account to stop payment on the checks or other items. Colorado Probate Statutes require that no probated estate (court or informal, supervised or unsupervised) be settled before six months from the date of the appointment of the Personal Representative. If the account is settled under the Small Estates Act, then the closing of the account must be accomplished by the close of the dividend period following the date of settlement.

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

**35. Credit Union's Right to Investigate and Report.** 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 user's card access device(s); and to report the Credit Union's findings of such investigation to all owners and/or users. Additionally, in the event that the Credit Union has reasonable cause to believe that an at-risk elderly member or other person has been abused or has been exploited or is at imminent risk of abuse or exploitation, it is agreed that the Credit Union shall have the right to report such fact to an appropriate law enforcement or other governmental agency, and you agree that the Credit Union shall be held harmless in taking such action.

**36. Enforcement.** You are liable to us for any loss, cost or expense we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions. You authorize us to obtain consumer reports on you in conjunction with any proceedings to enforce our rights under any Agreement that we have with you.

**37. Audit Cooperation.** Upon request, you agree to provide the Credit Union auditor or the Credit Union examiner with reasonable cooperation to verify any or your account or loan balances, or specific account transactions.

**38. Change in Terms.** We may amend the terms of this Agreement as outlined in paragraph 23 at any time by sending a notice to any account owner at the address or email address shown in our records, by posting a notice or an amended Agreement on our website, or by delivering it to you. You may choose not to accept the change by closing your account(s) or terminating this Agreement and your use of all services. If you continue to utilize or maintain your account after the effective date of the amendment, you have agreed to the new terms.

**39. Indemnification.** 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 that we deem necessary, including but not limited to an indemnification agreement containing such terms and conditions as we deem appropriate under the circumstances.

**40. Recording Conversations.** You understand and agree that for our mutual protection we may record any of our telephone or videoconference conversations, or electronic chat communications with you.

**41. Email Communications.** The Credit Union recommends against you forwarding any private or sensitive information to the Credit Union via email. You understand and agree that the Credit Union shall have no liability to any member for any loss, claim or damages arising or in any way related to the Credit Union's response(s) to any e-mail or other electronic communication, which the Credit Union in good faith believes has been submitted by a member. Additionally, it is further agreed that the Credit Union may refuse to send certain information through unsecured email communications, and we reserve the right to require any notices from our members to be submitted in writing. You agree and consent that we may provide to you any communication, documentation or information required by applicable laws or which we deem necessary or appropriate, which is not expressly subject to both consent and verification pursuant to laws such as the Telephone Consumer Protection Act (TCPA), CAN-SPAM Act, and E-Signatures Act.

**42. Telephone Communications.** You agree and authorize us to contact you by phone from time to time, to provide you Credit Union related information, and for the purpose of offering you products and services that are offered by the Credit Union or its affiliates. When you give a telephone number directly to us or our agents, or place a telephone call to us or our agents, you authorize us or our agents to place calls to you at that number. In contacting you about your account, we may use any telephone numbers that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide us.

**43. Active Military Members and Dependents.** To the extent that any terms or conditions in this Membership Agreement and Disclosures are different from the terms in any Military Lending Act Disclosure provided to you with regard to any particular loan, the Military Lending Act Disclosure shall govern.

**44. Disabilities.** We will use reasonable efforts to accommodate reasonable requests to assist members with disabilities in accordance with applicable law. To assist us in doing so, you agree to promptly notify us in the event that a disability-related accommodation is requested.

**45. Governing Law.** Except as may be otherwise set forth in this Agreement, this Agreement is governed by the Credit Union's Bylaws, federal laws and regulations, the laws and regulations of the state of Colorado, and National Automated Clearing House Association rules, as amended from time to time. In the event a dispute arises between you and the Credit Union arising out of this Agreement or related to this Agreement, and the dispute is not governed by the Arbitration Agreement, you agree that the exclusive venue for that dispute shall be the Small Claims, County or District Court located in Boulder County, Colorado.

**46. Privacy, Confidentiality, and Protecting Your Account.** Every person on the Credit Union's premises has the expectation and right that their private and confidential information will be protected and remain private and confidential. In furtherance of those privacy and confidentiality expectations, the Credit Union expressly prohibits any form of photography, filming or recording on any Credit Union premises, including at or near any ATM, drive-up facility or other device which may display or allow determination of confidential information, without the Credit Union's prior express permission.

You acknowledge the growing risk of losses resulting from fraud, including unauthorized items. To help prevent fraud on your account, you agree to take reasonable steps to verify the accuracy of your account and verify items drawn on your account or deposited to it. At a minimum, we recommend that you take the following preventative steps to prevent fraud: 1.) review and reconcile your account monthly; 2.) keep all passwords, account numbers, and checks in the strictest confidence and do not provide your banking information to anyone you do not know; 3.) notify us immediately if you believe your account or any access device (including online banking) has been compromised; and 4.) do not deposit checks from individuals you do not know because the check could bounce and those funds would be removed from the account. While the Credit Union makes commercially reasonable efforts to monitor your account for fraud or fraudulent transactions, we are under no responsibility to monitor the account and alert you to fluctuating deposit amounts, changing debit amounts, modifications to monthly charges, items altered before they are presented to us, or any other account anomaly, whether detected or undetected. We also are not responsible for and will not investigate or refund any money for transactions that you authorize and initiate, even if you were fraudulently induced to make the payment or made the payment by mistake. You acknowledge and agree to take responsibility of verifying items deposited to and drawn on your account, including ensuring that any electronic payment is made to a person or entity whose identity they have confirmed.

If you link any of your accounts or services to a third-party application, payment service, or payment platform – including, but not limited to, PayPal, Zelle, or Venmo – you understand and agree that these are not Credit Union services and any transaction you make will be subject to and governed by your agreements with such service provider. You also understand that these services do not provide the same protections as traditional direct banking services nor are these services federally or otherwise insured.

The Credit Union may collect, use, and retain personal, biometric or other information about you or your mobile device to assist in verifying your identity. We may rely on such information provided by your wireless carrier. Please see our Privacy Notice for how we treat your data.

#### **47. Arbitration and Waiver of Class Action**

You and the Credit Union agree that we shall attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts, or the products or services the Credit Union has provided, will provide or has offered to provide to you, and/or any aspect of your relationship with the Credit Union (hereafter referred to as the "Claims"). Attempts to informally settle the Claims will include a written exchange of information describing the Claims, the basis for the Claims, and the relief sought, and then an in-person meeting (or a meeting by Zoom or similar electronic means) to discuss, in good faith, a potential resolution of the claims. If the Claims cannot be resolved informally, then you agree that except as otherwise set forth herein any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision ("Arbitration Agreement"), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"), whether such Claims are in contract, tort, statute, or otherwise, and including rules applicable to mass arbitrations. The Rules can be obtained on the AAA website free of charge at [www.adr.org](http://www.adr.org); or a copy of the Rules can be obtained at any Credit Union branch upon request. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to a Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS MEMBERSHIP AND ACCOUNT AGREEMENT (EXCEPT FOR CLAIMS

BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT). This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. Each claim you make for arbitration must include your name and address on file with us, an account or membership number you have with us, and a short and plain statement of the claims asserted, and relief sought. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf. This Arbitration Agreement shall not apply to: (i) claims that are or can be initiated in or transferred to small claims court, so long as they are prosecuted individually and remain in small claims court; (ii) actions initiated by "covered borrowers" under the Military Lending Act; (iii) claims involving residential mortgage secured loans covered by Regulation Z; (iv) claims involving the foreclosure of a consensual security interest in real, personal or intangible property, or (v) any other claims where arbitration is prohibited by law.

- a. **Selection of Arbitrator.** The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, or declines to administer the Claims for any reason, and if you and we do not agree on a substitute arbitration forum, then you can select the arbitration forum for the resolution of the Claims.
- b. **Effective Date.** This Arbitration Agreement is effective upon the 31st day after we provide it to you ("Effective Date") unless you opt-out in accordance with the requirements of the RIGHT TO OPT-OUT provision of this agreement. If you receive your statements by mail, then the Arbitration Agreement was provided to you when it was mailed. If you receive your statements electronically, then it was provided to you when you were sent notice electronically. For new members to the Credit Union, this Arbitration Agreement shall be effective on the day it is provided to you or the day you open your account, whichever is earlier.
- c. **Arbitration Proceedings.** The arbitration shall be conducted within fifty (50) miles of your residence at the time the arbitration is commenced, or remotely by Zoom or other similar electronic means if required by the Rules or approved by the arbitrator. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The Arbitrator shall be entitled to award the same remedies that a court can award, including any kind of relief that could be awarded by a court, including injunctive relief. The Arbitrator will follow the law and not be entitled to make errors of law. Discovery shall be available for nonprivileged information to the fullest extent permitted under the Rules. The Arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed, provided, however, that either party may appeal to any court with jurisdiction to the extent the Arbitrator makes an error of law. The Credit Union shall pay for any filing, administration, and arbitrator fees imposed on you by the AAA, except if you are the claimant seeking relief, in which case you will be responsible for: the first \$200 of the filing fees, whatever amount is required by AAA, or the amount you would be required to pay to file a claim in the applicable court, whichever is the greatest. You will be responsible for your own attorneys' fees. The Arbitrator will be entitled to award attorneys' fees and costs to the prevailing party if permitted by applicable law. Nothing contained in this Arbitration Agreement shall prevent either you or the Credit Union from applying to any court of competent jurisdiction for emergency provisional relief, such as a temporary restraining order, a temporary protective order, an attachment or any other pre-judgment remedies. Nothing contained in this Arbitration Agreement will prevent either you or the Credit Union from exercising self-help remedies, including non-judicial foreclosure, repossession, or set-off.
- d. **Validity and Enforcement.** Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.
- e. **Class Action Waiver. ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS.**



**YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.**

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

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

**48. Form of Payment or Remittance.** All payments to the Credit Union must be made in U.S. Dollars, in the form of check, money order, wire transfer, ACH transaction, electronic funds transfer, or other form that the credit union has agreed to accept. Any payment made by check or other negotiable instrument must be drawn on a U.S. bank or a U.S. branch of a foreign bank. Payments for loans received in foreign currency will be deposited to your account. Your deposit account will be credited when the item(s) have been collected after which time you may initiate payment to your loan. A Credit Union special handling fee as indicated on the Fee Schedule and any additional processing charges or fees imposed by the paying institution will be assessed at the time of the deposit. This will be charged to your account at the time of the credit for your foreign item. If the item(s) is returned, there may be additional fees. Foreign item(s) will be presented for collection through the Federal Reserve. For items payable in foreign currency, the Applicable Exchange Rate will determine the amount of credit to your account at the time of collection and settlement. We cannot guarantee the length of time the collection process will take and we are under no obligation to accept foreign items.

**49. Natural Disasters, Pandemics or Significant Health Concerns and Other Acts of God.**

- a. **Force Majeure.** The Credit Union will not 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, utility disruption, natural catastrophes, governmental declarations, acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy. 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.
- b. **Official Health Guidance.** All Credit Union facilities 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 the Credit Union facilities; social distancing; requiring the use of personal protective equipment (masks, gloves, clear eye coverings or other requirements). These requirements may vary from location to location; and may change from time to time. We reserve the right to deny service to anyone that refuses to abide by our required safety protocols.
- c. **Face Masks.** For security reasons all face masks are prohibited unless medically required, or required by federal, state or local government or health officials. If a mask is medically required or required by government or health officials, members/non-members, contractors and staff, may be asked to temporarily remove a mask for proper identification before assistance will be provided or a transaction is completed. If you feel you cannot remove your 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.

**50. Alternative Language Communications.** To assist our members, certain disclosures and other information may be available in Spanish, as a courtesy. In the event of any discrepancy or variation between the English version and the Spanish version of any disclosure, document or other information that has been provided, the English version will control and supersede any Spanish version for all purposes including legal purposes.

**51. Remote Meeting Attendance.** Remote attendance at any Credit Union meeting may be permitted through audio or audio-visual means, at the discretion of the Board of Directors.

**52. Limitation on Time to Commence an Action.** Any action or proceeding brought by you to enforce an obligation, duty or right arising under this Agreement or by law with respect to your account or any account service must be commenced within one year after the cause of action accrues.

We may report information about your account(s) to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.
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<b>FACTS</b>	<b>WHAT DOES ELEVATIONS CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?</b>
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>▪ Name, address, Social Security Number</li> <li>▪ Account balances and payment history</li> <li>▪ Credit history; transaction history; and, credit scores</li> </ul> <p>When you are <i>no longer</i> our member, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share members personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members personal information; the reasons Elevations Credit Union chooses to share; and whether you can limit this sharing.

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

<b>To Limit our sharing</b>	<p>Call 800.429.7626 or 303.443.4672</p> <p>Please note: If you are a <i>new</i> member, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our member, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>
<b>Questions?</b>	Call 800.429.7626 or 303.443.4672

## Who we are

**Who is providing this notice?**

ELEVATIONS CREDIT UNION

## What we do

**How does Elevations Credit Union protect my personal information?**

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

We contractually require all third parties to meet our standards for safekeeping the confidentiality of our members' financial information.

**How does Elevations Credit Union collect my personal information?**

We collect your personal information, for example, when you

- Open an account or make a wire transfer
- Pay your bills or Apply for a loan
- Use your credit or debit card

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

**Why can't I limit all sharing?**

Federal law gives you the right to limit only

- Sharing for affiliates' everyday business purposes—information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

**What happens when I limit sharing for an account I hold jointly with someone else?**

Your choice will apply to everyone on your account.

## Definitions

**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- Elevations Credit Union has no affiliates.

**Nonaffiliates**

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- Nonaffiliates we share with can include Shared Service Centers and Card Service Providers.

**Joint Marketing**

A formal agreement between Elevations Credit Union and nonaffiliated financial companies that together market financial products or services to you.

- Our joint marketing partners include Auto Broker Services and Insurance Providers.

## SOLICITATIONS OR CREDIT REPORT GUIDE

### 1. Limiting Direct Mail and Telephone Solicitations

Credit Reporting Agencies: To have your name removed from Equifax, Experian, and Trans Union prescreened list for credit card solicitations, call the following toll-free number. Follow the instructions on the recorded message for each name you want removed.

Telephone: 1.888.567.8688

Direct Marketing Mail: To reduce the amount of advertising you receive from many national mailing lists, write the following agencies:

Mail Preference Service

c/o Direct Marketing Association

P. O. Box 9008

Farmington, NY 11735-9008

Telephone Preference Service

c/o Direct Marketing Association

P. O. Box 9014

Farmington, NY 11735-9014

Include complete information about all versions of your name, your current address and telephone number that you would like removed from their list (also include your prior address and telephone number if you have moved in the last year).

### 2. Request a Copy of Your Credit Report

The Fair Credit Reporting Act: Requires credit bureaus to provide you with a copy of your credit report, and to explain any information on your report that you do not understand, and to investigate any information you identify as incorrect or out of date.

Denied: If you have been denied credit, insurance or employment, the credit bureau that supplied the information is required to provide a free copy of your credit report if you request it within 60 days of the denial. When you have not been denied credit, for a small fee you can obtain a copy of your credit report (some States provide one free copy annually). Colorado residents can obtain one free credit report per year.

Telephone: Equifax	1.800.685.1111
Experian	1.888.397.3742
Trans Union	1.800.888.4213

Fair And Accurate Credit Transactions (FACT Act): Requires Equifax, Experian, and Trans Union to provide consumers, upon request, one free credit report every twelve (12) months. The Credit bureaus have created a central resource center for consumer to request their free credit report annually. You can request your free annual credit report through the following central resource center methods:

Telephone:	1.877.322.8228
TDD Service:	1.800.821.7232
Website:	<a href="http://www.annualcreditreport.com">www.annualcreditreport.com</a>
Mail:	Annual Credit Report Request Service P O Box 105281 Atlanta, GA 30348-5281

### 3. Periodically ordering and monitoring your credit report is an effective tool in fighting identity theft.

## **ELEVATIONS CREDIT UNION ELECTRONIC FUNDS TRANSFERS AGREEMENT AND DISCLOSURE**

This Agreement is the contract which covers your and our rights and responsibilities concerning Electronic Fund Transfer (EFT) services offered to you by Elevations Credit Union ("the Credit Union"). In this Agreement, the words "you" and "yours" mean those who sign the application as applicants, or joint owners, or sign a Card or use an electronic funds transfer service, or any authorized users. The words "we," "us," and "our" mean the Elevations Credit Union. The word "account" means any one or more deposit accounts you have with the Credit Union. By signing the Membership and Services Application, signing or using a Visa Debit Card, Point of Sale (POS) ATM Card, or Buff OneCard (activated by the Credit Union to use at ATMs and at STAR merchants), submitting your online acceptance, or online banking) services, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments. This Agreement does not cover: Business Debit Cards refer to the Business Debit Card Agreement and Disclosures; or Health Savings Debit Card refer to the Health Savings Card Agreement and Disclosures.

This Agreement is binding upon the account owner and all parties hereto together with their heirs, successors, assigns and any other person claiming any right or interest under or through said parties. Transactions on your account may also be governed by agreements with third parties including but not limited to NACHA's (The National Automated Clearing House Association) Operating Rules, VISA and CO-OP Network Operating Rules and Regulations which agreements will also be binding upon you and the Credit Union. Such third party agreements may include terms different from the terms herein including but not limited to different 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. These rules and various state laws shall also govern any ACH instructions you may give to the Credit Union in connection with the opening of any accounts or the funding thereof. In the event of any conflict between the terms and conditions of this Agreement and Disclosure and the terms of any other Agreement that you may have with us, the terms and conditions of this Agreement and Disclosure shall govern.

Electronic funds transfers ("EFTs") are electronically initiated transfers of money through direct deposits, electronic check transactions, Debit Card transactions at automated teller machines ("ATMs"), online banking online transactions; Debit Card and POS purchases involving your deposit accounts at the Credit Union.

### **1. Services.**

a. Visa Debit Card, ATM Card, and Buff OneCard. If we approve your application, you may use your Visa Debit Card, POS/ATM Card or Buff OneCard and PIN access code in automated teller machines of the Credit Union, at any COOP Financial Services, PLUS, VISA, Cirrus, or STAR electronic terminal and such other machines or facilities we may designate from time to time. The Cards may be used to purchase goods and services at POS terminals any place your Card is honored by participating merchants. Funds to cover your Debit Card or POS purchases will be deducted from your checking account. A Debit Card or POS purchase may be declined if the amount of purchase exceeds the Available Balance in your account at the time the authorization is requested. The "Available Balance" is equivalent to your account balance minus funds being held as a result of (i) pending authorizations or transactions, (ii) minimum balance requirements, and/or (iii) check holds (please refer to the Funds Availability disclosure for more information regarding check holds). For a Debit Card or POS purchase that has been authorized, if there are insufficient funds in your account at the time the transaction is processed by the Credit Union, the funds in your designated overdraft protection source may be used to pay these transactions. If the balance in your account is not sufficient to pay the transaction amount, your account may be subject to a fee as set forth in the Fee Schedule. Additionally, the Credit Union may thereupon terminate all services under this Agreement. At the present time, you may also use your Card to make the following ATM transactions on your accounts:

- Make deposits to your savings and checking accounts.
- Withdraw cash from your savings and checking accounts, and overdraft line of credit source.
- Transfer funds between your savings, checking, and overdraft line of credit source.
- Obtain balance information for your savings or checking account.
- Transfer payments from your savings or checking to your designated overdraft line of credit source.

- b. Direct Deposit and ACH. Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or of Federal recurring payments, such as Social Security. You may authorize preauthorized debits to your account through ACH transactions. An ACH transaction drawn from a checking account may be covered by the overdraft protection source you selected if funds are available, and a fee may be charged as set forth in the Credit Union Fee Schedule. If you overdraft your account by use of ACH, your account will be subject to a charge as set forth in the Fee Schedule and may be returned to the payer. You authorize us to honor any electronic check conversion transaction and re-presented check fee debit transactions you authorize ("electronic check transactions"). You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving any notice regarding the merchant's right to process the transaction, or your participation in the initiation of the processing of an electronic check transaction. Notice may include a sign posted by the merchant at the time and place of your transaction. This can also happen when you provide information from your check or an account to another by telephone, internet, or otherwise, who then converts the information given to an electronic transaction, ACH or otherwise. All terms governing electronic funds transfer services will apply to electronic check transactions, except the \$50 and \$500 limits of liability for unauthorized transactions in Section 4, Member Liability, which are not applicable to electronic check transactions. You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.
- c. Online Banking Services. Upon approval, you may use a computer or mobile device to access your accounts through online banking. You must use your Username along with your Password to access your accounts. The online banking service is accessible seven (7) days a week, 24 hours a day. However, from time to time, some or all of the online banking services may not be available due to system maintenance or other reasons not caused by the Credit Union. You will need a computer or mobile device, an internet connection and a compatible web browser (for a complete list of compatible browsers see [ElevationsCU.com](http://ElevationsCU.com).) The online address for the online banking service is [ElevationsCU.com](http://ElevationsCU.com) or [m.ElevationsCU.com](http://m.ElevationsCU.com) for mobile devices. You are responsible for the installation, maintenance and operation of your computer, mobile device and modem. The Credit Union will not be responsible for system unavailability or for any errors or failures involving any telephone service, your computer, or mobile device. At the present time, you may use the online banking service to:
- Transfer funds within the same account between your Savings, Checking, any Money Market and Loan accounts, including making principal-only loan payments.
  - Initiate cross account transfers between your Savings, Checking, any Money Market and Loan accounts, including making principal-only loan payments.
  - Review account balance, and transaction history for Checking, Savings, Certificates, any Money Market and Loan accounts.
  - Change your Username, Password or electronic mail (Email) address.
  - Schedule your transfers: as immediate, recurring or future dated.
  - View or edit pending transfers, and view completed transfers.
  - Initiate One Time and Recurring bill payment transactions from your Checking Account, or cancel pending Bill Pay transactions.
  - Make stop payment or address change requests and other transactions permitted by the Credit Union.
  - Assign a nickname to your accounts to make them easier for you to recognize within online banking.
  - View pending Elevations Debit Card authorizations prior to them posting to your checking account
  - View copies of cleared checks.
  - Access your eDocuments which include your periodic account statements (eStatements); eNotices (examples include but are not limited to: certificate maturing, negative balance fee, courtesy pay fee, Credit Card over limit, late payment fee, change in terms etc.); and year-end tax statements.
  - Access your monthly Visa Credit Card and FlexLine Plus billing statements.
  - Receive account Alerts.
  - Communicate with the Credit Union using the Email feature on our website at [ElevationsCU.com](http://ElevationsCU.com) or through the Secure Message Center on the "Contact Us" menu in online banking.

Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement and transactions involving a loan account will be subject to your Loan Agreement and Disclosures, as applicable.

## 2. Service Limitations.

### a. Visa Debit Card, POS/ATM Card, and Buff OneCard.

1. ATM Withdrawals. You are limited to withdrawing up to \$500 per day if there are sufficient funds in your account. If a Visa Debit Card transaction overdraws your account, you may be charged a Visa authorization fee as set forth on the Fee Schedule. For ATMs not owned by the Credit Union, there may be a lower limit of the amount you can withdraw at an ATM in any one day. Because of the servicing schedule, there may be limited occasions when the Credit Union's computer is unavailable and the screen will say "System Unavailable" when the machine is not in service.
2. Transfers. You may transfer between your regular savings and checking accounts up to the balance in your accounts at the time of the transfer at available locations.
3. Deposits. You may make deposits only at designated ATMs that accept deposits. Please refer to the Credit Union website to obtain locations for ATMs that accept deposits. There may be a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal. Deposits are subject to verification by the Credit Union. You should review the Credit Union's Funds Availability Policy to determine the availability of funds deposited at ATMs.
4. Purchases. When you authorize a purchase with your signature from a participating merchant, and we have accepted it, an account hold is placed in the amount of the purchase that reduces your account balance eligible for withdrawal. When you authorize a purchase using your PIN "access code" the amount of the purchase is immediately deducted from your account. No purchase may exceed the Available Balance in your account, unless authorized by the Credit Union. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient Available Balance.
5. Daily withdrawal and purchasing limits will apply to the use of your Card. Types of transactions that may have pre-set daily transaction limits include withdrawals from ATMs, Signature Purchase Transactions or PIN Purchase Transactions at merchants that accept the Card, purchases and cash-back transactions and over-the-counter cash withdrawals. These transactions, as well as others not described here, may be subject to transaction limits controlled by the Credit Union as well as other third parties. These limits are subject to change without prior notice. Operators of the Network ATMs may also limit the number of withdrawals you may make from their ATMs in any one day.

### b. Online Banking Service Limitations. The following limitations on online banking transactions may apply:

1. Transfers. You may make transfers to your other accounts as often as you like. For Savings or any Money Market Accounts, if applicable, you may make up to six (6) preauthorized, automatic or online banking to another account of yours or to a third party during any calendar month. All Money Market Accounts are subject to additional account limitations and fees as outlined in the Truth and Savings Terms and Conditions Disclosure and Fee Schedule. You may transfer or withdraw up to the Available Balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction and you will be notified of those limits.
2. Account Information. The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for any ATM deposit transactions and our Funds Availability Policy.
3. Temporary Holds. To facilitate certain electronic transactions we may place temporary holds on funds in your accounts. These holds may be for periods of 36-hours or more, and are used to protect the Credit Union. 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, transactions may be processed after the expiration of any such temporary holds, and it is your obligation to insure that sufficient funds are on deposit at all times to cover the your transactions.
4. Secure Email. You may use secure Email available on our website at [ElevationsCU.com](https://www.ElevationsCU.com) or send us a message through the Secure Message Center in online banking. Email may not, however, be used to initiate a transfer on your account or a stop payment request. The Credit Union may not immediately receive Email communications that you send and the Credit Union will not take action based on Email requests until the



Credit Union actually receives your message and has a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, you may call the Credit Union at the telephone number set forth in Section 4.

5. Bill Pay Service. Upon enrollment in the Bill Pay service, you agree to follow the requirements of the Bill Payment Service User Instructions, as listed below, and as may be hereafter amended.
  - i. Designated Accounts. You must designate your Checking Account as the account from which payments that you authorize will be deducted. The Checking Account must be current and active with no restrictions. You will be given the ability to set up merchants, institutions or individuals to whom you would like to schedule payments. The following payments are prohibited: governmental agencies, tax payments, court ordered payments, and payments outside of the United States. We reserve the right to not allow the designation of a particular merchant or institution or other categories of payees that we establish from time to time using our electronic services.
  - ii. Authorized Payments. When you transmit Bill Pay instruction to us, you authorize us to transfer funds to make the Bill Pay transaction from your Checking Account. We will have no obligation to initiate any payment if there are not sufficient funds in your designated account, but may in our discretion do so pursuant to any applicable overdraft agreements. Refer to the Fee Schedule for any applicable fee(s) on Non-sufficient Funds or Courtesy Pay items. We will process Bill Pay transfer requests only to those payees you have authorized and for whom the Credit Union has proper payee information. In any event, the Credit Union will not be liable for any loss, cost or damage related to any transaction that contains incorrect information that the Credit Union was not responsible for entering or knowing. The Credit Union reserves the right to refuse to process payment instructions that reasonably appears to the Credit Union to be fraudulent or erroneous.

You or any persons who you have authorized to use your online banking Username and Password can perform the following transactions:

- Pay any designated merchant institution or individual in accordance with this agreement a fixed recurring amount or a variable amount on a one-time payment from your Checking Account.
- Obtain information (payee information, payment status information, etc.) about your Bill Pay account status.
- Bill Pay Transactions. You authorize us to process bill payments from your Checking Account. You may use the Bill Pay service to initiate two different types of payment transactions:
  - "One-Time" payments are payments that are not reoccurring. The payments can be canceled or changed through online banking up until our Cutoff Time of 8:30 p.m. Mountain Standard Time (MST) on the Cutoff Date prior to processing the payment, which is five (5) business days for paper check requests or three (3) business days for electronic payments.
  - "Recurring" payments are payments that are reoccurring on a fixed interval and fixed amount. You have an option in online banking to set Automatic Payments to continue for a specific number of payments. The payment can be canceled or changed through online banking up until our Cutoff Time and Cutoff Date prior to processing the payment, which is five (5) business days for paper check requests or three (3) business days for electronic payments.
- iii. Delivery Time. Delivery time is set by the bill payment system. When you enter the delivery by date, the system will automatically select a send on date based on typical delivery times. This date is determined by the requested transaction being processed electronically or by check. Electronic transactions take a minimum of three (3) business days for processing. Paper checks take a minimum of five (5) business days for processing and mail delivery. The Credit Union cannot guarantee the time that any payment will be credited to your account by the vendor and will not be liable for any service fee, late charge, or finance charge that you incur with any third party stemming from your use of the bill payment system. You must allow sufficient time for vendors to process your payment after they receive a transfer from the Credit Union, and it is your responsibility to verify that any payment made through the bill payment system was actually received by the recipient. Please allow at least a five (5) day lead-time prior to your due date.
- iv. Processing Payments. Bill Pay payments are delivered to the payee either electronically, or by paper check to those payees not set up to accept electronic payments. Funds for electronic and paper check payments will be withdrawn from your account one (1) to two (2) business days after the specified Send On Date. Due to the processing systems for electronic transactions used in the United States and by us, a

payment or other transaction may be effective / posted before we are open for business on the processing date for the payment or other transaction. Therefore, you are responsible for insuring that your account(s) have sufficient balances as applicable for the scheduled payment / transaction one business day prior to the process date. If a payment is due on a Saturday, Sunday, or Federal holiday, the process date will be adjusted to allow the minimum required business days, which is three (3) business days for electronic payments or five (5) business days for paper check payments. In these cases, you should plan to have a sufficient balance on the last business day before the process date in order to ensure your payment is made on time. For merchants not set up to accept electronic payments, a paper check will be issued five (5) business days prior to the due date and the funds withdrawn from your account upon presentment of the check for payment. It is your responsibility to schedule your payments in such a manner that your obligations will be paid on time. You should enter all Bill Pay instructions before the Cutoff Time (8:30 p.m. MST) and allow sufficient delivery time. Payment instructions entered after the Cutoff Time or on a weekend or holiday will be processed on the next business day. If you do not allow sufficient time, you assume full responsibility for any late payments, finance charges or service fees that may be imposed as a result of your failure to transmit a timely Bill Pay authorization. The minimum dollar amount for a Bill Pay transaction is \$1.00 and the maximum dollar amount is \$9,999.99 per transaction with a daily aggregate limit of \$19,999.99.

- v. Canceling or Changing Payments. If you discover an error in or want to change a payment instruction (i.e. payment date or payment amount) for a Bill Pay transaction that you have already scheduled for transmission through the Bill Pay service, you may electronically edit or cancel your payment request through the Bill Pay service. Your cancellation request must be entered and transmitted through the Bill Pay service before the Cutoff Time prior to processing the payment instructions. If your request is not entered timely, you will be responsible for the payment.

If a Bill Pay transaction has not been received by the payee at least five (5) Business Banking days after the date the payment was due to arrive and be posted, you may call the Credit Union at the telephone numbers set forth in Section 6 to request that the payment be researched. Payments may be stopped beginning fifteen (15) Business Banking days after the date that the payment was due to arrive and be posted at the Payee. You may request that the payment be stopped and reissued to the payee or stopped and no new payment issued. If you call, the Credit Union may require you to confirm your stop payment request in writing within fourteen (14) days after the call.

c. General Limitations. The following limitations on electronic services from the Credit Union may apply.

1. Availability. Electronic Services are available seven (7) days week, 24 hours a day. However, from time to time, some or all of the Credit Union's services may not be available without prior notice due to system maintenance.
2. Transaction Limits. Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement and transactions involving an overdraft line of credit source account will be subject to your Loan Agreement and Disclosures, as applicable
3. Right of Refusal. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction and you will be notified of those limits.
4. Account Information. The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to system processing and our Funds Availability policy.
5. Temporary Holds and Authorizations for Amounts in Excess of Transactions. To facilitate certain electronic transactions you make we may place temporary holds on funds in your accounts. These holds may be for periods of 36-hours or more; and are generally imposed by the transaction networks that process your payment requests. 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 insure 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 network's rules a merchant (hotel, car rental company, retailer, etc.) may obtain authorization for up to 3 times the total estimated amount of your actual hotel stay, car rental or purchase. This is deemed to be an "authorized amount" by you and the authorized amount will not be available via your account for 36 hours or more after your bill is finally settled with such

merchant(s), which can cause an insufficient funds situation 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 these 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). Note: Using your Debit Card to settle your bill at departure should not subject you to these risks.

**3. Conditions of Account/Card Use.** The use of your Account and Cards are subject to the following conditions:

- a. Ownership of Cards. Any Card or other device that we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time in our sole discretion without demand or notice. You cannot transfer your Card or Account to another person. You agree not to allow another person to use your Card(s). You may not use the Card for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. Additionally, the Credit Union reserves the right to at any time deny the issuance of a Card or terminate an existing Card for any authorized user that is not in good standing with the Credit Union or otherwise eligible to do business with the Credit Union.
- b. Honoring the Card. Neither the Credit Union, nor merchants authorized to honor a Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your Account in lieu of a cash refund.
- c. Security of Access Code. The personal identification number or access code that you select is for your security purposes. The access code is confidential and should not be disclosed to third parties or recorded. You agree **not to write** your PIN number on your Card(s). You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized to sign on your accounts. If you authorize anyone to have or use your access code, you understand that person may use online banking offered by the Credit Union to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your access code and you agree that the use of your access code will have the same effect as your signature authorizing transactions.

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

- d. International Transactions. If you incur a charge in a foreign currency or pursuant to or arising from any international transaction, the charge will be converted into a U.S. Dollar amount. Visa processing rules provide that the exchange rate between the transaction currency and the billing currency used for processing international transactions is:

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 receives, or the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the issuer.

VISA imposes an International Service Assessment (ISA) fee of up to 1% on all Card issuers for all cross-border international transactions. For purposes of this fee, a cross-border transaction shall include both (a) transactions initiated in a foreign country which are subsequently settled in the United States, and (b) transactions initiated in the United States but which are ultimately settled in a country outside of the United States. The ISA fee is charged directly to cardholders, and shall apply to all cross-border transactions regardless of whether actual currency conversion is involved. The Credit Union shall assess cardholders a 1% fee for all cross-border international transactions to reimburse the Credit Union for the VISA ISA fee it is required to pay for each of your transactions subject to these terms. The ISA fee will be shown separately on your periodic billing statement. The currency transaction fee, if it applies to the transaction, will be included in the transaction amount on your statement.

The Credit Union reserves the right, without prior notice to you, to block the country codes associated with certain foreign countries or certain transactions originating from designated foreign countries when the Credit Union determines that such countries or transaction are likely to expose you or the Credit Union to an elevated risk of fraud.

- e. Terminal Locations. The Credit Union reserves the right to add or delete ATM or other electronic terminal locations or other electronic banking devices it deems necessary.
- f. Inappropriate Transactions. You 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 transaction(s) as determined by applicable law; 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 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. Such prohibition 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. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from any such use of your account and/or access devices.
- g. Partial Authorization. The Credit Union at its sole discretion may enable or disable partial payment functionality for all or portions of your account. If your Available Balance in your account(s) is below the transactional amount of a purchase and the merchant is able to process partial authorization or split tender, you may have the ability to pay with the Available Balance in your account and then complete your transaction with another form of payment. Other forms of payment could include cash, check, debit or credit cards that are accepted by the merchant. In the event a transfer is made from your savings account or other designated overdraft transfer source, a partial payment authorization may occur and the applicable overdraft transfer fee will be applied per the fee schedule.

**4. Member Liability.** You are responsible for all transfers you authorize using your EFT services under this Agreement. If you permit other persons to use an EFT service, POS/ATM or Debit Card, or access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your Account, Visa Debit Card, Elevations POS/ATM Card, or Buff OneCard, or access code and accessed your accounts without your authority. Telephoning immediately is the best way of keeping your possible losses down. The maximum liability for fraudulent transactions made with a PIN "access code" at an ATM or Merchant is \$50. Visa Debit Card transactions not approved by a PIN might be processed through non-Visa Debit networks that offer the PIN-less service and may not be processed as Visa transactions. Visa Debit Card transactions not approved by a PIN and processed through non-Visa Debit networks do not include the benefits provided by Visa (e.g. zero liability, \$50 consumer loss cap, provisional credit policies of Visa, and the Visa chargeback and dispute resolution). If there is an unauthorized Visa Debit Card transaction made without a PIN "access code", and the transaction takes place on the VISA network, then your liability will be zero (\$0.00); if you notify us promptly of your lost or stolen Card, provided you were not grossly negligent or fraudulent in handling your Card and you provide us with a written statement regarding your unauthorized Card claim, otherwise the following liability limits will apply. For all other EFT transactions, if you tell us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or EFT service, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows EFT transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you or when your eStatement was made available for your review on our website, you may be liable for the full amount of the loss, we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we may extend the time periods.

- a. If you believe your ATM Card, Buff OneCard, Visa Debit Card or access code has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission :

Telephone: Lost or Stolen 24/7, call 888.241.2510 within the US  
or 909.941.1398 collect outside of the US  
All other card inquiries call 888.346.4412

Email: available on [ElevationsCU.com](http://ElevationsCU.com)  
Mail: Elevations Credit Union  
P. O. Box 9004  
Boulder, CO 80301-9004

5. **Non-Visa Network Transactions.** Merchants must provide you with a clear way of choosing to make a Visa Debit Card transaction if they support PIN-less service. Please be advised that should you choose to use STAR, Plus, Master Card, Discover, Maestro, Discover, American Express or Cirrus when making a transaction without a PIN, different terms may apply and you may not be eligible for rewards. Certain protections and rights applicable only to Visa Debit Card transactions as described in your cardholder agreement will not apply to transactions processed on non-Visa networks. Please refer to section 4. Member Liability of this agreement for more details.
6. **Business Days.** Our business days are Monday through Friday. Holidays are not included.
7. **Fees and Charges.** There are no Credit Union charges for electronic funds transfers and certain transactions at ATMs we do not own and your normal account charges will continue to apply. We reserve the right to institute charges in the future.
  - a. **ATM Transactions.** Card withdrawals made by our members from our Credit Union owned ATMs are free. Refer to the Fee Schedule for all other charges related to ATM and Visa service fees. In addition, you should be aware of transaction surcharges that may be accessed by owners of an ATM or POS terminal for use of their equipment; you may be charged a fee for a balance inquiry even if you do not complete a funds transfer. These surcharges will be included in the transaction amount posted to your account.
  - b. **Visa Authorization and Courtesy Pay Fees.** There is a charge when there are insufficient funds in your account to process a preauthorized payment, ATM withdrawals, or Point of Sale Debit/Check Card transactions as set forth on the Fee Schedule.

#### 8. Right to Receive Documentation Transfers.

- a. **Periodic Statements.** Transfers, withdrawals, and purchases transacted through an ATM, POS terminal, online banking, or with a participating merchant will be recorded on your periodic statement, provided by mail or electronically if you have requested an electronic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly. You may request that your statement be provided electronically.
  - b. **Terminal Receipt.** You may request a receipt at the time you make a transaction using an ATM or POS terminal or with a participating merchant.
  - c. **Online Banking.** Transaction history is also available via Online Banking.
  - d. **Direct Deposits.** If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by inquiring through online banking services. This does not apply to transactions occurring outside the United States.
9. **Account Information Disclosure.** We will maintain the confidentiality and privacy of your account information in accordance with our privacy policy as stated in the Elevations Credit Union Privacy Notice section of our Membership Booklet and on our website at: [ElevationsCU.com](http://ElevationsCU.com). However, we will disclose information to third parties about your electronic funds transfers you make in the following limited circumstances:

- a. As necessary to complete transfers;

- b. To verify the existence of sufficient funds to cover specific transactions upon the request of a third party merchant;
- c. To comply with government agency or court orders;
- d. If you give us your express written permission.

**10. Credit Union Liability for Failure to Make Transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, the Credit Union may be liable for your losses or damages. However, our sole responsibility is for our own error, and will be limited to the amount of the transaction. In no case will we be liable for any indirect, special or incidental damages. Additionally, there are some exceptions which include the following:

- a. Through no fault of ours, you do not have enough money in your account to make the transfer or the transfer would go over the credit limit on your overdraft line of credit source, if applicable.
- b. You used the wrong access code or you have not properly followed any applicable computer, or Credit Union user instructions for making transfer and bill payment transactions.
- c. The Card has expired, is damaged and cannot be used, or because your Card or PIN has been reported as lost or stolen.
- d. The automated teller machine (ATM) where you are making the transfer does not have enough cash or was not working properly and you knew about the problem when you started the transaction.
- e. Your computer fails or malfunctions or online banking services were not properly working and such problem should have been apparent when you attempted such transaction.
- f. Circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, and equipment or power failure) prevent making the transaction.
- g. The funds in your account are subject to an administrative hold, legal process or other claim.
- h. You have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer or bill payment.
- i. There are other exceptions as established by the Credit Union.
- j. The ATM or POS terminal may retain your Card in certain instances, in which event you may contact the Credit Union about its replacement.
- k. Through no fault of ours, a bill payment or funds transfer transaction does not reach a particular payee due to changes in the payee address, account number or otherwise; the time you allow for payment delivery was inaccurate; or the payee failed to process a payment correctly, or in a timely manner, and a fee, penalty, or interest is assessed against you.
- l. The error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Internet service provider, any computer virus or problems related to software not provided by Credit Union.

**11. Preauthorized Electronic Fund Transfers.**

- a. Stop Payment Rights. If you have arranged in advance to make fixed preauthorized transfers of funds out of your account(s) not using the Bill Pay service, you may stop payment of such preauthorized transfers from your account. Please note if the stop payment is for a preauthorized transfer involving your Card that merely closing the account and/or surrendering your Card will not effectuate the stop payment. To request a stop payment you

may notify the Credit Union orally or in writing at the telephone number or address stated in 4a at least three (3) business days before the scheduled date of the preauthorized transfer. The Credit Union may require written confirmation of the stop payment order to be returned to us within (14) days of your initial call or written notification for the stop payment to be effective beyond the (14) days. Refer to the Fee Schedule for applicable fees. The Credit Union cannot stop payment on any point of sale transaction.

- b. Notice of Varying Amounts. If these regular payments may vary in amount, the company you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be.
- c. Liability for Failure to Stop Payment of Preauthorized Transfers. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.
- d. Electronic Check Conversions. When any party converts any check, using the information on the paper via any means to send an electronic message to us, such message is an order by you to immediately take the money from your account. You cannot stop payment of an electronic check conversion transaction, because it is already done.

**12. Termination of EFT Services.** You agree that we may terminate this Agreement and your use of your EFT services and the use of your Card, if you or any authorized user of your access code breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your access code or Card; or you or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

**13. Amendments and Changes.** The Credit Union, in its sole discretion, may change any term or condition of this Agreement at any time without notice except as expressly required by applicable law, and any change in the Agreement shall be effective at the earliest time allowed by applicable law.

**14. Error Resolution Notice.** In case of errors or questions about your electronic transfers, telephone us at the phone numbers or write us at the address set forth in 4a as soon as you can. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem appears. If you tell us orally, we may require that you send us a signed complaint or question in writing within ten (10) calendar days. Provide the following information in your written communication:

- a. Include your name, address, telephone number, account number, and Card number for a disputed Card transaction.
- b. State the date and dollar amount of the suspected error.
- c. Describe the error, item in question, or the transfer, and explain as clearly as possible why you believe it is an error. If you need more information describe the item you are not sure about.
- d. Include your signature.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question (ninety (90) calendar days for POS transaction errors, new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will credit your account within ten (10) business days (five (5) business days for Debit Card purchase transactions) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you

copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

- 15. Error Resolution Rules For Visa Debit Card.** If you need more information, or think your statement or receipt is wrong, or you have a merchant dispute or possible Card fraud, write to Elevations Credit Union at: **ATTN: Card Services, P. O. Box 9004, Boulder, CO 80301-9004** on a separate sheet or fax to 303.402.5180 as soon as possible. Include the information listed above in 14-Error Resolution Notice through d. Elevations must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. You may telephone Elevations at 888.346.4412, but doing so will not preserve your rights, and they may ask for your request in writing.

**Special Rules for Provisional Credit for Visa® Debit Card Transactions**

If you believe a Visa® Debit Card Transaction was unauthorized, we will re-credit your account within five business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint in writing, we need not re-credit your account, or we may reverse any credit previously made to your account, until we have received your written statement. We may withhold provisional credit, to the extent allowed under applicable law, if the delay is warranted by the circumstances or your account.

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

- a. Where possible, use ATMs with which you are most familiar or choose well-lit and placed ATMs.
- b. Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- c. Be cautious when strangers offer to help you at an ATM, even if your Card is stuck or you are experiencing difficulty with the transaction, do not allow anyone to distract you while at the ATM.
- d. Refrain from displaying your money at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the money later in the safety of your car or home.
- e. If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your ATM Card or deposit envelope, and leave.
- f. Notice if anything looks unusual or suspicious about the ATM indicating it might have been altered. If the ATM appears to have any attachments to the Card slot or keypad, do not use it. Check for unusual instructions on the display screen and for suspicious blank screens. If you suspect that the ATM has been interfered with, proceed to another ATM and inform the Credit Union.
- g. If you are followed after making a transaction, go to the nearest public area where people are located.
- h. Do not write your personal identification number (PIN) on your Card.
- i. Report all crimes to law enforcement officials immediately.

- 17. Enforcement.** You agree to indemnify and hold the Credit Union harmless from any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of your account activity or any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement or any claim or dispute arising hereunder shall be construed in accordance with and governed by the Laws of the State of Colorado which law together with specifically applicable federal laws govern this Agreement unless specifically applicable law expressly requires otherwise. In the event of any dispute between you and the Credit Union, the exclusive venue for the resolution of that dispute shall be the applicable state court situated in Boulder County, Colorado. Our website and the electronic services that we provide (excluding linked sites) are controlled by the Credit Union from its principal offices within the State of Colorado.



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 and shall not govern the interpretation of any provision of this Agreement. 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. Transactions involving a loan will not alter the terms or conditions of the loan agreement(s), but will remain subject to the terms and conditions of this Agreement where not consistent with the loan agreement. In the case of any conflict the loan agreement will govern.

- 18. 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); and to report the Credit Union's findings of such investigation to all owners and/or users.
- 19. Severability.** If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.
- 20. Audit Cooperation.** Upon request, you agree to provide the Credit Union auditor or the Credit Union examiner with reasonable cooperation to verify any or your account or loan balances, or specific account transactions

## REGULATION “CC” - FUNDS AVAILABILITY DISCLOSURE

**1. Check Hold Policy.** The general policy of the Elevations Credit Union (the Credit Union) is to make funds from deposits to any Checking Account available on the business day the deposit is received. Electronic deposits made by ACH, credit card, or other means will be available on the day we receive the funds and the transaction is posted. Once the funds are available, a withdrawal may be made in cash or to pay items initiated by our member. For determining the availability of deposits, every day is a business day except Saturdays, Sundays, and Federal Holidays. A deposit made on a business day that we are open, will be the day of the deposit. However, if the member makes a deposit after close of business, or on a day we are not open, the Credit Union will consider that the deposit was made on the next business day that we are open.

**2. Reservation of Right to Hold.** In some cases, the Credit Union will not make all of the funds deposited by check available on the same business day the deposit is received. Depending on the type of check deposited, funds may not be available immediately. Funds deposited by local checks, depending upon the type of check you deposit, may not be available until the second business day after the day of deposit. When a hold is placed on a deposit, the first \$225 of the deposit will be available on the first business day after the day of deposit. However, the first \$225 will be applied to any negative balance in the account. If the Credit Union is not going to make all of the funds available on the same business day, the member will be notified of the hold and availability of the funds at the time of the deposit. If the deposit is not made directly to an employee, or if the Credit Union decides to take this action after the member has left, the Credit Union will mail the notice by the next business day after the deposit is received.

**3. Holds on Other Funds.** If the Credit Union cashes a check for a member that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in the account. This money will be available at the same time funds from the check would have been available if it had been deposited.

**4. Longer Delays May Apply.** The Credit Union may delay your ability to withdraw funds deposited by check into the account an additional number of days for these reasons:

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

The Credit Union will notify you if we delay your ability to withdraw funds for any of these reasons. We will tell you when the funds will be available. They will generally be

available no later than the ninth business day after the day of your deposit.

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

**6. Deposits at ATMs, Shared Service Centers, and by Remote Deposit Capture (RDC).** Funds from any deposits (cash or checks) made at an ATM or checks deposited through RDC may not be available on the same business day received and are generally subject to availability the second business day after the deposit. When a hold is placed on an ATM deposit, the first \$2,500 of the deposit will be available on the first business day (refer to the ATM insert for our ATM locations). Deposits made at ATMs not owned by us may not be available until the fifth business day after the day of deposit. Availability of funds deposited at Credit Union Shared Service Centers, and all other checks will be treated the same as deposits made at our ATMs.

**7. Special Rule for New Accounts.** The following special rules may apply during the first thirty (30) days of opening an account for a new member. The funds from electronic direct deposits will be available on the day the deposit is received. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier, certified, teller's, traveler and federal, state and local government checks will be available on the next business day after your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If the 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 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

**Immediate Availability of a Check.** This regulation specifically states that in order for a check to be considered for immediate availability, certain conditions must be met. A check deposited must fit the following criteria:

- The check must be endorsed by the person to whom it was issued.
- The deposit must be in an account held by the payee.
- The deposit must be made to an employee of the Credit Union.

## TRUTH-IN-SAVINGS DISCLOSURES

Except as specifically described, the following disclosures apply to all account types.

### Rate Information

See the current deposit rate sheet that is available upon request or [elevationscu.com](http://elevationscu.com).

The annual percentage yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend/interest rate and frequency of compounding for an annual period.

- a. **For all accounts except certificate accounts:** The Dividend Rate and Annual Percentage Yield may change at any time.
- b. **Tiered Rate Accounts:** Dividend earning checking accounts as well as FlexTier Money Market accounts are tiered rate accounts. The Dividend Rate for a particular tier will apply to the entire account balance if the account balance is within the balance range for that tier.
- c. **Certificate Accounts:** The Dividend Rate and Annual Percentage Yield are fixed and will be in effect for the term of the account. The annual percentage yield for Share Certificate accounts is based on an assumption that interest paid will remain on deposit until maturity. A withdrawal of interest will reduce earnings.

### Nature of Dividends

Dividends are paid from available earnings after required transfers to reserves at the end of the dividend period.

### Compounding and Crediting

Dividends are compounded and credited monthly. The Dividend Period begins on the first calendar day of the period and ends on the last calendar day of the period. When you close an account, dividends will be credited through the date of account closure, less any applicable Early Withdrawal Penalties.

### Accrual of Dividends

Dividends will begin to accrue on deposits on the business day they are posted to your account or your funds are available in the deposit account per our Funds Availability Policy.

### Balance Information

The minimum balance required to open each account and earn the stated Annual Percentage Yield is set forth in the Deposit Rate Sheet. Current Rates are available upon request and [elevationscu.com](http://elevationscu.com).

For all dividend bearing accounts, dividends are calculated by using the daily balance method which applies a daily periodic rate to the balance in the account each day. If you do not maintain the minimum daily balance, you will not earn the stated Annual Percentage Yield.

### Account Limitations

For all Savings and Money Market accounts, not more than six preauthorized, automatic, online banking or telephone transfers or withdrawals (or other covered transactions) may be made from these accounts per month. If you exceed these limitations, your account may be subject to a fee. See the current fee schedule that is available upon request and [elevationscu.com](http://elevationscu.com).

### Certificate Account Features

- a. **Deposit Maturity:** Your Share Certificate account(s) will mature as indicated on your account receipt or renewal maturity notice.
- b. **Early Withdrawal Penalty:** We may impose a penalty if you withdraw any of the principal prior to maturity. If the withdrawal reduces the certificate below the minimum balance, the certificate will be closed.
  - i. **Penalty Amount:** For certificates with a term of 6 months or less, the amount of the early withdrawal penalty will be equivalent to 30 days of dividends. For certificates exceeding 6 months, the penalty is equivalent to 180 days of dividends.
  - ii. **How the Penalty Works:** The penalty is calculated as a forfeiture of part of the interest amounts that have or would have been earned on the account. It applies whether or not the interest has been earned. In other words, if the account has not yet earned enough interest, or a portion of the annual interest has already been paid, the penalty will be deducted from the principal.
  - iii. **Exceptions to Early Withdrawal Penalties:** At our option, we may pay the account before maturity without imposing an early withdrawal penalty under the following circumstances: a) When an account owner dies or is determined legally incompetent by a court or other body of competent jurisdiction b) Where the account is an Individual Retirement Account (IRA) and any portion is paid within seven (7) days after establishment; or where the account is an IRA and the owner attains age 59 ½ or becomes disabled.
- c. **Renewal Policy** The renewal policy for your account is indicated on the Rate Schedule: For all certificate types, your account will automatically renew for another term upon maturity. Promotional certificates will mature at the next shorter non-promotional term available on the rate sheet. For all certificate types, you have a seven (7) business day grace period after maturity in which to withdraw funds from the account without being charged an early withdrawal penalty.
- d. **Nontransferable/Nonnegotiable:** Your Certificate account is nontransferable and nonnegotiable. The funds in your account may not be pledged to secure any obligation of an owner, except obligations with Elevations Credit Union.

PRODUCT RATE SHEET	Dividend Rate	APY*
<b>Savings</b>		
Regular	0.05%	0.05%
Student	0.05%	0.05%
Business	0.05%	0.05%
First Tracks	0.05%	0.05%
IRA	0.15%	0.15%
<b>Money Markets</b>		
<b>FlexTier</b>		
\$0 - 1,999.99	0.10%	0.10%
\$2,000 - 9,999.99	0.15%	0.15%
\$10,000 - 24,999.99	0.25%	0.25%
\$25,000 - 49,999.99	0.50%	0.50%
\$50,000 - 74,999.99	0.75%	0.75%
\$75,000 - 99,999.99	0.75%	0.75%
\$100,000 - 199,999.99	1.24%	1.25%
\$200,000 and up	1.24%	1.25%
<b>Business</b>		
\$0 - 24,999.99	0.50%	0.50%
\$25,000 - 49,999.99	0.75%	0.75%
\$50,000 - 99,999.99	1.00%	1.00%
\$100,000 - 249,999.99	1.24%	1.25%
\$250,000 - 499,999.99	1.98%	2.00%
\$500,000 - 999,999.99	2.96%	3.00%
\$1,000,000 and up	2.96%	3.00%
<b>Non-Tiered</b>		
Select - (\$25,000 and up)	0.75%	0.75%
Premier - (\$50,000 and up)	1.00%	1.00%
Jumbo - (\$100,000 and up)	1.49%	1.50%
<b>Checking</b>		
<b>Dividend Checking</b>		
\$0 - 999.99	0.00%	0.00%
\$1,000 - 4,999.99	0.05%	0.05%
\$5,000 - 9,999.99	0.05%	0.05%
\$10,000 and up	0.10%	0.10%
<b>HSA Checking</b>		
\$0 and up	0.25%	0.25%
<b>Premium Business Checking</b>		
\$0 - 99,999.99	0.15%	0.15%
\$100,000 and up	0.25%	0.25%
<b>eStyle Checking (for reference on existing accounts, product retired as of 2/10/22)</b>		
\$0 - 999.99	0.00%	0.00%
\$1,000 - 4,999.99	0.05%	0.05%
\$5,000 - 9,999.99	0.05%	0.05%
\$10,000 and up	0.10%	0.10%
<b>Certificates (Regular, IRA, HSA, Business)<sup>1</sup></b>		
<b>Standard (Min Balance: Regular/Business \$500, IRA/HSA \$100)</b>		
3 Month Certificate	2.47%	2.50%
6 Month Certificate	2.96%	3.00%
12 Month Certificate	2.96%	3.00%
18 Month Certificate	2.47%	2.50%
24 Month Certificate	2.47%	2.50%
36 Month Certificate	2.47%	2.50%
48 Month Certificate (N/A Business)	2.47%	2.50%
60 Month Certificate	2.47%	2.50%
<b>Jumbo (N/A Business) (Min Balance \$100,000)</b>		
Jumbo 6 Month	3.06%	3.10%
Jumbo 12 Month	3.06%	3.10%
Jumbo 24 Month	2.57%	2.60%
Jumbo 60 Month	2.57%	2.60%
<b>First Tracks Certificates</b>		
<b>Standard (Min Balance \$100)</b>		
12 Month First Tracks Certificate	1.98%	2.00%
24 Month First Tracks Certificate	1.98%	2.00%

\*APY = Annual Percentage Yield. Interest begins accruing once funds are received into the account and APY may be impacted if a funding source is selected with a delayed settlement date.

<sup>1</sup>The early withdrawal penalty (EWP) is 30 days' of dividends when the certificate term is 6 months or less. The EWP is 180 days' of dividends for certificate terms 7 months or more. The EWP may be assessed on the principal balance if the dividends earned are insufficient.



Promotional Rate †	Min Balance	Dividend Rate	APY*	Account Types	Conditions
<b>Certificates:</b>					
<b>Standard:<sup>1</sup></b>					
7 Month Promotional	\$500	3.69%	3.75%	Regular, Traditional IRA, Roth IRA, HSA, Business	No \$ cap / Auto-renews to 6mo
13 Month Promotional	\$500	3.45%	3.50%	Regular, Traditional IRA, Roth IRA, HSA, Business	No \$ cap / Auto-renews to 12mo
<b>Jumbo:<sup>1</sup></b>					
7 Month Promotional	\$100,000	3.69%	3.75%	Regular, Traditional IRA, HSA	No \$ cap / Auto-renews to 6mo
13 Month Promotional	\$100,000	3.45%	3.50%	Regular, Traditional IRA, HSA	No \$ cap / Auto-renews to 12mo
<b>Flex CD - Standard:<sup>2</sup></b>					
4 Month Promotional	\$500	3.93%	4.00%	Regular, Business	No \$ cap / Auto-renews to 3mo

† Certificates must be manually renewed to receive any promotional rate offered when certificate expires.

\* APY = Annual Percentage Yield. Interest begins accruing once funds are received into the account and APY may be impacted if a funding source is selected with a delayed settlement date.

<sup>1</sup> The early withdrawal penalty (EWP) is 180 days' of dividends. The EWP may be assessed on the principal balance if the dividends earned are insufficient.

<sup>2</sup> You may withdraw the total balance and interest earned, without penalty, beginning 7 days after funds have been received for the Flex CD. No withdrawals are permitted during the first 6 days following the receipt of funds. No partial withdrawals allowed. EWP may be applicable depending on the product selected upon maturity.



## Elevations Credit Union Fee Schedule

ATM Fees	Amount
Withdrawal Fee – Elevations ATMs	Free
Withdrawal Fee – CO-OP Network ATMs	8 Free per month, \$3.00 each add'l
Withdrawal Fee – All Other ATMs	2 Free per month, \$3.00 each add'l
Transaction Processing Fees	Amount
Returned Check NSF	\$10.00*
Electronic Funds Transfer (EFT) NSF	\$10.00*
Courtesy Pay	\$20.00**
Checking Fees	Amount
Free Checking	Free
Dividend Checking	\$10.00 monthly if balance < \$10,000
eStyle Checking <sup>§</sup>	\$5.00 monthly if balance < \$500
Branch, Contact Center, or Shared Branch Completed Transactions	2 free per month from checking or savings, \$2.00 each add'l
Buff One Banking	Free
Forever Buffs Checking	Free
Other Fees	Amount
Garnishment/Levy	\$100.00/item
Inactive Account	\$10.00/month (after 12mos no activity)
Foreign Item Sent For Collection	\$15.00/item
Undeliverable Mail Processing	\$3.00†
Official Checks	\$3.00*
In-Branch Card Printing	\$5.00,* one free card/yr.
Rush Card Delivery	\$30.00
Paper Statement (all account types)	\$3.00†
One time membership fee	\$5.00

Returned Item Fees	Amount
Returned Loan Payments	\$25.00*
Loan Fees	Amount
Consumer Loan Late Payment <sup>†</sup>	\$15.00
Overdraft Protection Line of Credit	\$30.00 per year <sup>§</sup>
Wire Transfer Fees	Amount
Incoming Wire	\$10.00*
Domestic Outgoing Wire	\$20.00*
Foreign Outgoing Wire	\$45.00*
Safe Deposit Box Fee	Amount
3" x 5" x 21"	\$30.00/year
5" x 5" x 21"	\$38.00/year
3" x 10" x 21"	\$45.00/year
5" x 10" x 21"	\$65.00/year
10" x 10" x 21"	\$115.00/year
Lost Key	\$25.00
Drilled Box	\$200.00
Stop Payment Fees	Amount
Stop Payments	\$31.00/item or series
Stop Payments ( <i>online</i> )	\$15.00/item or series
Research Fees & Copies	Amount
Requested Check Copy	\$3.00/item
Requested Statement Copy	\$3.00/item
Tax Form Copy	\$3.00/item
Account Research	\$20.00/hour (1 hour minimum)

\* Per occurrence

\*\* Per occurrence, no Courtesy Pay charged until over draft exceeds \$25

† Per statement per month

§ Product no longer offered.

‡ \$15 minimum on consumer loan payments. Please review your loan documents for the late fee specific to your loan.

Effective October 2024





## Business Fee Schedule

Transaction Processing Fees	Amount
Returned Check NSF	\$31.00*
Electronic Funds Transfer (EFT) NSF	\$31.00*
Courtesy Pay	\$31.00**
Overdraft Transfer	\$3.00**
Returned Item Fees	Amount
Returned Deposit Items	\$31.00*
Returned Loan Payments	\$25.00*
Checking Fees	Amount
<b>Business Checking</b> <ul style="list-style-type: none"> <li>Transaction Fee (over 100 items)</li> <li>Excess Cash Fee</li> </ul>	<b>\$10.00/monthly service fee†</b> \$0.25/each \$0.10/per \$100'
<b>Premium Business Checking</b> <ul style="list-style-type: none"> <li>Transaction Fee (over 250 items)</li> <li>Excess Cash Fee</li> <li>ACH Origination Service Fee</li> <li>ACH Items (over 25)</li> <li>Remote Deposit Capture Service Fee</li> <li>Remote Deposit Capture Item Fee</li> </ul>	<b>\$15.00/monthly service fee†</b> \$0.25/each \$0.10/per \$100 <sup>2</sup> \$25.00/month \$0.08/each \$35.00/month \$0.20/each item
Official Checks	\$3.00**
Checking Items Fee Definition	
Deposit of Cash = 1 Item (regardless of the number of bills or coin)	
Withdrawal of Cash = 1 Item (regardless of the # of bills or coin)	
Deposit of Check or Draft = 1 Item	
Withdrawal Check or Draft = 1 Item	
Bulk Deposit of Checks = 1 Item per each check in the deposit	
Deposit Bag Service	Amount
Deposit Bag Monthly Service Fee	\$30.00†
Cash/Coin Order Fee (Coin requests over \$250 or Currency requests over \$2,500)	1% Order or \$5.00 minimum

Business Bill Pay	Amount
Bill Pay Items	Free
Wire Transfer Fees	Amount
Incoming Wire	\$10.00**
Domestic Outgoing Wire	\$20.00**
Foreign Outgoing Wire	\$45.00**
Safe Deposit Box Fee	Amount
3" x 5" x 21"	\$30.00/year
5" x 5" 21"	\$38.00/year
3" x 10" x 21"	\$45.00/year
5" x 10" x 21"	\$65.00/year
10" x 10" x 21"	\$115.00/year
Lost Key Fee	\$25.00
Drilled Box Fee	\$200.00
ATM Fees	Amount
Withdrawal Fee - Elevations ATM	Free
Withdrawal Fee - CO-OP ATM	8 free per month, \$3.00 each add'l
Withdrawal Fee - All other ATMs	2 free per month, \$3.00 each add'l
Stop Payment Fees	Amount
Stop Payments	\$31.00/item or series
Stop Payments (online)	\$15.00/item or series
Other Fees	Amount
Garnishment / Levy	\$100.00/item
Inactive Account	\$10.00/month (after 12mos no activity)
Foreign Item Sent for Collection	\$15.00/item
Paper Statements (all account types)	\$3.00†
In-Branch Card Printing	\$5.00**, one free card/yr.
Rush Card Delivery	\$30.00
One time membership fee	\$5.00
Undeliverable Mail Processing	\$3.00†
Research Fees & Copies	Amount
Requested Check Copy	\$3.00/item
Requested Statement Copy	\$3.00/item
Tax Form Copy	\$3.00/item
Account Research	\$20.00/hour (1 hour minimum)

\* Per occurrence-to include repeat presentment

\*\* Per occurrence

† Per statement per month

1 \$0.10/per \$100 over \$3,000 cash deposited per month

2 \$0.10/per \$100 over \$6,000 cash deposited per month

† Monthly service fee waived if accumulative avg. share balance plus outstanding balance of loans is above \$15,000

‡ Monthly service fee waived with \$500 of eligible purchases on an Elevations Business Visa® Credit Card or Elevations Business Visa® Rewards Credit Card during a statement cycle or maintain a monthly average balance in the business checking share of \$5,000 or more.

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## Elevations Credit Union Discretionary Courtesy Pay Disclosure

It is the policy of Elevations Credit Union to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards.

The Membership and Account Agreement provided to you at the time you opened your account with us controls the duties, obligations and rights of the Depositor, the Authorized Signatories, and Elevations Credit Union with regard to your checking account. The Membership and Account Agreement (and all amendments thereto) and its terms shall control any possible conflict, if any, between any provision of this Discretionary Courtesy Pay Disclosure and the Membership and Account Agreement. You can obtain a complete copy of the Agreement from us at any time through our Online Banking portal or by contacting us and requesting the Agreement be sent via US Mail or email.

Courtesy Pay is not a line of credit. However, if you inadvertently overdraw your checking account, we will have the discretion to pay the overdraft(s), subject to the limit of your then-existing Courtesy Pay limit and the amount of the applicable overdraft fee(s). Elevations Credit Union is not obligated to pay any item presented for payment if your checking account does not contain a sufficient Available Balance. Any discretionary payment by Elevations Credit Union of an overdraft check (or other item, such as debit card purchase) does not obligate Elevations Credit Union to pay any other overdraft check (or item), or to provide prior notice of its decision to refuse to pay such check (or item).

Pursuant to Elevations Credit Union's commitment to always provide you with the best level of service, now and in the future, if you maintain your account in good standing, we may pay overdrafts. Elevations Credit Union will have the discretion to pay overdrafts within the Courtesy Pay limits, but payment by Elevations Credit Union is a discretionary courtesy and not a right of the member or an obligation of Elevations Credit Union. An account in good standing requires, at a minimum, that you: (i) bring your account to a positive balance within every thirty-five day period for a minimum of one (1) business day, (ii) not be in default on any loan or other obligation to Elevations Credit Union, and (iii) not be subject to any legal or administrative order or levy.

A Courtesy Pay limit of \$1,000 will be given at checking account opening to eligible consumers. This privilege for consumer checking accounts will generally be limited to a maximum of \$1,000 (negative) balance. A Courtesy Pay Limit up to \$3,000 will be available on select checking accounts. Of course, any and all fees and charges, including without limitation, the non-sufficient funds fees (as set forth in our fee schedules and Membership and Account Agreement), will be included as part of this maximum amount. It may be possible that your checking account will become overdrawn in excess of the Courtesy Pay limit as a result of the assessment of a fee.

The total of the discretionary Courtesy Pay (negative) balance, which includes any and all fees and charges, including all non-sufficient funds/overdraft fees, is due and payable upon demand, and Depositor and each Authorized Signatory will continue to be liable, jointly and severally, for all such amounts, as described in the Membership and Account Agreement. Our standard Courtesy Pay fees set forth in our Fee Schedule will be imposed for overdrafts created by checks, any re-presentment of items or checks, ACH, everyday debit card transactions (including but not limited to authorization holds for pending debit card transactions), or by other electronic means.

PLEASE NOTE that Elevations Credit Union shall have the right to cease paying overdrafts in its sole discretion, at any time, without prior notice of reason or cause. If you do not maintain your account in good standing, the Courtesy Pay limit may be removed.

Elevations Credit Union will generally not pay overdrafts for everyday debit card transactions unless you have **opted in** to the payment of these overdrafts. **WHY THIS IS IMPORTANT TO YOU:** IF THERE IS AN INSUFFICIENT AVAILABLE BALANCE IN YOUR ACCOUNT, DEBIT CARD TRANSACTIONS WILL GENERALLY BE DECLINED AT TIME OF USE. However, if you OPT IN for payment of these items, we will have the discretion to pay the overdraft(s), subject to your then-existing overdraft limit, and applicable overdraft fee(s) as outlined in the Fee Schedule will apply. Please note that items are paid from the **"Available Balance"** in your account. Your **"Available Balance"** is equivalent to your account balance minus funds being held as a result of (i) pending authorizations or transactions, (ii) minimum balance requirements, and/or (iii) check holds (please refer to the Funds Availability disclosure for more information regarding check holds). The actual balance in your account may be higher than the Available Balance because a portion of the funds on deposit in your account may not be available due to debits authorized by you but not yet cleared your account.

Members may discontinue having Courtesy Pay cover future transactions at any time by contacting one of our Member Services Representatives.





## VISA BUSINESS DEBIT CARD AGREEMENT AND DISCLOSURES

This Agreement explains the rules which govern your account(s) and account services with us. Please read this Agreement carefully and keep them in a safe and convenient place. All Credit Union services are further governed by the terms and conditions set forth in the Elevations Credit Union Membership and Account Agreement, any other application or agreement we require; together with the Credit Union's Bylaws, and policies and procedures, which are herein collectively referred to as "Agreement".

**COMPANY ACKNOWLEDGES AND UNDERSTANDS THAT THE CARDS ISSUED UNDER THIS AGREEMENT TO AUTHORIZED REPRESENTATIVE(S) AND/OR AUTHORIZED CARD USER(S) WILL NOT BE TREATED AS CONSUMER CARDS UNDER THE PROVISIONS OF STATE AND FEDERAL LAW. MEMBER WILL NOT HAVE THE BENEFIT OF ANY LIMITATIONS OF LIABILITY WITH RESPECT TO THE UNAUTHORIZED USE OF PIN-BASED TRANSACTIONS. MEMBER ACCEPTS AND AGREES TO UNDERTAKE THE ADDITIONAL RISK ASSOCIATED WITH USE OF BUSINESS PURPOSE CARDS AND AGREES TO ASSUME THE GREATER MEASURE OF LIABILITY DESCRIBED IN THIS AGREEMENT.**

- 1. Definitions:** In this Agreement the words "you" or "your(s)" means the Company or Commercial Entity with whom this Agreement is made together with all Representatives and Authorized Card Users as explained herein. "We," "us," or "our" means the Credit Union. "Authorized Card User" means any person who has actual, implied or apparent authority, or to whom any business account Representative 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 any Authorized Card User authorizes anyone to use the Company's 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. **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.**
- 2. Liability and Promise to Pay:** Company and any applicable Guarantors agree to be unconditionally and without limitation liable for all Transfers effectuated by use of the Visa Business Debit Cards, whether authorized or unauthorized, whether utilized by Authorized Card User(s) or some other person, and whether arising from Cards lost, stolen, or counterfeited. All employees who are granted use of any Access Device(s) shall be deemed third party beneficiaries of the accommodation extended hereunder and of the terms and conditions of this Agreement.

The Credit Union will be liable only for its 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 Credit Union harmless against any claim of a third party arising from, or in connection with, this Agreement or the service we provide hereunder. Credit Union shall have no liability for

consequential, punitive, indirect or special damages under any circumstances. Credit Union shall not be liable for circumstances beyond its control, such as fire, flood, and other acts of God, that prevent a transaction from being completed.

- 3. Issuance of Cards and/or Access Device(s):** Card(s) and/or Access Device(s) (together "Access Device(s)") will be used by your employees, agents, or other persons to whom the Access Device(s) are provided (all of whom shall be deemed "Representative" or "Authorized Card User(s)" under the terms of this Agreement) to initiate withdrawals or transfers from your Company's account(s) via ATMs, **through participating Visa® merchants**, and other transactions using such Access Device(s). Company represents to the Credit Union that the Access Device(s) are intended to be used for business, commercial, or agricultural purposes, and not for personal, family or household purposes. The use of Access Device(s) for any consumer purpose is a breach of this Agreement and may result in the immediate termination of the Agreement and/or recapture of any or all of the Access Devices.

***Prior to using any Card, Company shall confirm to Credit Union that Company has received the Card and related Personal Identification Number ("PIN") in the manner stated in the materials that accompany the Card.*** Company agrees such verification procedures constitute a commercially reasonable means of verifying that the person who is using the Card is authorized to do so on behalf of the Company, whether or not any subsequent transaction made using the Card requires the use of the PIN. Credit Union is authorized to debit the Company's Account for each purchase, cash withdrawal, or other transaction made with the Access Device(s), unless the Credit Union has received a Notice of Cancellation in the manner set forth below and the Credit Union has had a reasonable time to act on such notice. Company acknowledges that it is responsible for payment of all transactions arising from the use of the Access Device(s).

- 4. Requesting New/Additional Access Device(s):** Company may request that new Access Device(s) be issued to additional Authorized Card User(s) by completing a new Business Account Application and Authorization Form identifying all existing business account Representatives, Authorized Card Users and any new Authorized Card Users or account Representatives.

Company agrees (1) to instruct its Authorized Card User(s) to use the Access Device(s) only in accordance with this Agreement and any internal policies that Company may establish regarding the use of the Access Device(s); (2) that any policies that Company has established regarding the use of Access Device(s) have not been reviewed by and are not binding on Credit Union or any network that accepts the Access Device(s); (3) Company will maintain sufficient funds in the Account to cover transactions made with Access Device(s) and will indemnify and hold Credit Union harmless for any transaction made using the Access Device(s); (4) Company is solely responsible for the security of the Access Device(s) and for the actions of any person that Company permits to use the Access Device(s), and for all use of the Access Device(s) whether by an Authorized Card User or by another person, unless the Company has completed a new Business Account Application and Authorization Form identifying all Authorized Card Users for the business account, as set forth above and the Credit Union has had a reasonable period of time to act on

the notice; and (5) there are no limits to the Company's liability if the Card or PIN is lost or stolen, except as set forth herein.

- 5. Consent to the Scope of Rules Governing these Service(s):** Company consents to be bound by the terms of this Agreement and any other agreements it has with Credit Union, together with all applicable state and federal laws and regulations, other industry rules and regulations, and normal banking customs and practices. This Agreement includes any Rules issued by third parties including but not limited to the National Automated Clearing House Association or VISA, which rules are incorporated herein by reference. In addition, this Agreement shall be governed by applicable operating circulars of any Federal Reserve Bank, any applicable federal laws and regulations, and the laws of the State of Colorado. 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. These third party agreements require you to monitor your accounts very carefully and may require you to report certain disputes, returns or unauthorized activity within as little as 24-hours. Failure to abide by such agreements may impair any claims you may have. The Credit Union encourage you to obtain and monitor those third party agreements through whom you determine your Company will offer services or make or facilitate transactions.

- 6. Notice Obligations of the Company:** Company shall immediately provide Credit Union with a notice that a Card has been lost, stolen, misplaced, or used without authorization, or that Company wishes to cancel or terminate a Card (any such notice is called "Notice of Cancellation"). Any Notice of Cancellation may be made by contacting the Credit Union, but Company shall follow any oral notice with a written notice confirming the oral notice within two (2) business days. Any Notice of Cancellation must refer to the Card number, and a written Notice of Cancellation must be addressed as follows:

Elevations Credit Union, ATTN: Card Services  
P.O. Box 9004  
Boulder, CO 80301-9004 OR 800.429.7626

The Company will use its best efforts to recover and terminate the Card, and to promptly return it to Credit Union. Credit Union will not be obligated to act on any oral or written Notice of Cancellation unless the notice has been delivered to the telephone number or mailing address set forth above, the notice has actually been received by the Credit Union and the Credit Union has had a period of not less than two (2) business days after actual receipt of a Notice of Cancellation to act thereon. Even after a Card has been cancelled, transactions for which Credit Union is responsible under applicable network rules may be posted to the Account.

- 7. Liability Protection Under Visa's Zero Liability Policy:** These terms apply only to **Signature Based transactions conducted via the VISA Network**. Company understands that Visa's Zero Liability Policy shall protect it against unauthorized Credit Union transactions that may be made with an Access Device "IF" the transaction(s) are processed as a signature based transaction (does not include pin-based transactions) through the VISA Network. Visa's Zero Liability Policy covers U.S. issued Cards only and does not apply to commercial transactions not processed directly via the VISA Network. Visa Debit Card transactions not approved by a PIN might be processed through non-Visa Debit networks that offer the PIN-less service and may not be processed as Visa transactions. Visa Debit Card transactions not approved by a PIN and processed through non-Visa Debit networks do not include the benefits provided by Visa (e.g. zero liability, \$50 consumer loss cap, provisional credit policies of Visa, and the Visa chargeback and dispute resolution). If there is an unauthorized Visa Debit Card transaction made without a PIN

"access code", and the transaction takes place on the VISA network, then your liability will be zero (\$0.00); if you notify us promptly of your lost or stolen Card, provided you were not grossly negligent or fraudulent in handling your Card and you provide us with a written statement regarding your unauthorized Card claim, otherwise the following liability limits will apply. For all other EFT transactions, if you tell us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If Company suspects any Access Device(s) have been lost or stolen, Company may not be responsible for any unauthorized purchases if Company reports the theft promptly. Upon notification from Company of unauthorized Business Debit Card transactions, Credit Union shall limit Company's liability for those transactions to zero unless (a) Company is found to have been negligent in the handling of its Business Debit Card, (b) the transactions were performed by an authorized representative of Company, or (c) other reasons exist which justify that Company should be liable. The Credit Union requires such notification to be received within sixty (60) calendar days of the mailing date of the first statement showing any unauthorized VISA Network transaction(s). In evaluating Company's claim, Credit Union shall consider whether negligence on Company's part has contributed to the transaction(s) in question. Company may be responsible for a loss if, based on substantial evidence, it is reasonably determined that Company was negligent or fraudulent in the handling of any Access Devices or account. Credit Union may provide Company with provisional credit for unauthorized VISA Network transactions within a reasonable time from receipt of notification. Additionally, Credit Union may require written confirmation of the unauthorized VISA Network transactions before providing any provisional credit.

- 8. Non-Visa Network Transactions.** Merchants must provide you with a clear way of choosing to make a Visa Debit Card transaction if they support PIN-less service. Please be advised that should you choose to use STAR, Plus, Master Card, Discover, Maestro, Discover, American Express or Cirrus when making a transaction without a PIN, different terms may apply and you may not be eligible for rewards. Certain protections and rights applicable only to Visa Debit Card transactions as described in your cardholder agreement will not apply to transactions processed on non-Visa networks. Please refer to section 7: Protection Under Visa's Zero Liability Policy: These terms apply only to Signature Based transactions conducted via the VISA Network.

- 9. Overdrafts and Set-Off Rights:** If the payment of an item does overdraw the Account, Credit Union may charge all or a portion of the item against any deposit account maintained with Credit Union by Company or any person that is obligated for the Account as a Guarantor. Company agrees that Credit Union has the right to place an immediate hold on funds in any of Company's deposit accounts to pay for Card transactions which are subsequently presented to Credit Union for payment. If Credit Union pays a Card item which results in an overdraft of the Account, Company agrees to immediately deposit sufficient funds to cure the overdraft. Courtesy Pay applies to Business Visa Debit Cards.

- 10. Visa Authorization and Courtesy Pay Fee:** There is a charge when there are insufficient funds in your account to process a preauthorized payment, ATM withdrawals, or Point of Sale Debit Card transactions as set forth on the Fee Schedule.

- 11. Statements:** Each month Company will receive an account statement showing, among other things, all debits made by use of the Access Device(s). Company agrees to promptly review the account statement and notify Elevations in writing at the address indicated below of any disputes regarding any signature Card transactions.

**12. Error Resolution Rules For Visa Business Debit Card:** If you need more information, or think your statement or receipt is wrong, or you have a merchant dispute or possible Card fraud, write to: **Elevations Credit Union at: ATTN: Card Services, P.O. Box, Boulder, CO 80301-9004** on a separate sheet or fax to 303.402.5180 as soon as possible. Elevations must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. You may telephone Elevations at 888.346.4412, but doing so will not preserve your rights, and they may require your request in writing. Provide the following information in your written communication:

- a. Include your name, address, telephone number, account number and Card number for a disputed Card transaction.
- b. State the date and dollar amount of the suspected error.
- c. Describe the error, item in question, or the transfer and explain as clearly as possible why you believe it is an error. If you need more information describe the item you are not sure about.
- d. Include your signature.

**13. Special Rules for Provisional Credit for Visa Business Debit Card Transactions:** If you believe a signature-based Debit Card Transaction was unauthorized, we will re-credit your account within a reasonable time for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint in writing, we need not re-credit your account, or we may reverse any credit previously made to your account, until we have received your written statement. We may withhold provisional credit, to the extent allowed under applicable law, if the delay is warranted by the circumstances on your account.

**14. To Report Your Card Lost or Stolen:** Company agrees to promptly notify the Credit Union to report a lost or stolen Business Debit Card.

**Lost Stolen Visa Business Debit Card:**

Telephone: 24/7, call 888.241.2510 within the US or 909.941.1398 collect outside of the US

Email Available on ElevationsCU.com

Mail Elevations Credit Union  
P.O. Box 9004  
Boulder, CO 80301-9004

**15. Disclosures to Others:** Credit Union will disclose information to third parties about your account: (1) where it is necessary for completing a transaction; (2) in order to verify the existence and condition of your account for a third party, such as a merchant; (3) in order to comply with a government agency or court order; (4) if you give us written permission; or (5) as otherwise required by applicable law.

**16. Lien to Secure Obligations:** Company grants Credit Union a consensual security interest in all of its deposit accounts to secure payment of all amounts owing at any time under this Agreement. Company authorizes Credit Union to hold and apply funds in any of its deposit accounts maintained at Credit Union against any present or future indebtedness Company may have to Credit Union.

**17. Termination:** Credit Union shall have the right, at its sole discretion, to terminate Company's privileges hereunder. All Cards shall be canceled effective upon termination of this agreement and Company shall return all Cards to Credit Union. Company shall remain liable for all debits or other charges incurred or arising by virtue of the use of the Access Device(s) prior to the termination date.

**18. Temporary Holds:** To facilitate certain electronic transactions we may place temporary holds on funds in your accounts. These holds may be for periods of 36-hours or more. 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, transactions may be processed after the expiration of any such temporary holds, and it is your obligation to insure that sufficient funds are on deposit at all times to cover your transactions. In addition, most transaction networks and the rules they operate under allow merchants to obtain approvals for sums greater than the actual amount of the charge that will eventually be debited from your account. Therefore, there may be a temporary freeze against all or a portion of your funds that cannot be used for other transactions, which can result in an overdraft. Both the Credit Union and you are subject to these network transaction rules, which are the standard for the Debit Card industry. In some instances (e.g., hotels and car rentals) the merchant will obtain authorization for up to three times the expected billing, which can remain against your account for the time periods indicated. Therefore, Credit Union recommends you do not use your Debit Card when checking in at hotels or renting cars. Note: Using your Debit Card to settle your bill at departure does not generally subject you to the delayed hold release. You are fully responsible for managing your account in light of these considerations, which are not within the Credit Union's control; and you are responsible for any overdrafts that occur due to such holds imposed via the parties with whom you transact business using the services governed by this Agreement.

**19. General Terms:** Credit Union may from time to time amend the terms of this Agreement to the extent allowed by applicable federal and state law, which amendments shall apply to all transactions on your account(s). This Agreement and all services provided under this Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Company and all applicable Guarantors agree that venue for any action brought under this Agreement shall be in Boulder County, Colorado. 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.

**20. Transaction Limitations and Fees:**

- a. **ATM Dollar Limitations:** You may withdrawal no more than \$500.00 per day through ATM access.
- b. **ATM Operator/Network Fees:** When you use an ATM not owned by the Credit Union, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

**21. Certain Limitations on Card Use.** Use of your Card and the privileges associated with it can be cancelled by Credit Union at any time for any reason and without prior notice to you. The Card remains Credit Union's property and if we ask you to, you must return it to Credit Union, cut in half. Additionally, the Credit Union reserves the right to at any time deny the issuance of a Card or terminate an existing Card for any authorized user that is not in good standing with the Credit Union or otherwise eligible to do business with the Credit Union. Daily withdrawal and purchasing limits will apply to the use of your Card. Types of transactions that may have pre-set

daily transaction limits include withdrawals from ATMs, Signature Purchase Transactions or PIN Purchase Transactions at merchants that accept the Card, purchases and cash-back transactions and over-the-counter cash withdrawals. These transactions, as well as others not described here, may be subject to transaction limits controlled by the Credit Union as well as other third parties. These limits are subject to change without prior notice. Operators of the Network ATMs may also limit the number of withdrawals you may make from their ATMs in any one day. They may also limit the amount of cash you may withdraw from their ATMs during any one session, any one day, or both. Your account may have partial authorization functionality. If your available balance is below the transactional amount of a purchase you may have the ability to pay with the available balance in your account and then complete your transaction with another form of payment. Other forms of payment can include but are not limited to gift cards, visa, cash or any acceptable form of payment a merchant will accept. Some merchants will not allow partial or "split payments" for transactions; that is, some merchants will not allow you to pay for goods or services by paying for them in part with your card and in part with cash or another form of payment.

**22. Transactions Made in Foreign Currencies.** Additional Charges for Transactions in a Foreign Currency and "Cross-Border" Transactions. Currency Conversion Fee: If you effect or authorize a transaction with your access device in a currency other than US Dollars, VISA will convert the charge into a US Dollar amount. The VISA currency conversion procedure includes use of either a government mandated exchange rate, or a wholesale exchange rate selected by VISA, as applicable. The exchange rate VISA uses will be a rate in effect at the time the transaction is processed. This rate may differ from the rate in effect on the date of the purchase or the date the transaction was posted to your account. A Currency Conversion Fee of up to 1% will be applied to transactions that are converted from foreign currencies to U.S. dollars. Cross-Border Transaction Fee: In addition, VISA charges us a Cross-Border Assessment up to 1% on each transaction on all cross border transactions regardless of whether there is a currency conversion. For purposes of this Section, "cross-border transaction" shall include both (a) transactions initiated in a foreign country which are subsequently settled in the United States, and (b) transactions initiated in the United States but which are ultimately settled in a country outside of the United States. The Credit Union will assess these fees to you to reimburse it for the fee it is required to pay for each of your transactions subject to these terms. The Cross-Border transaction fee will be shown separately on your periodic billing statement. The Currency Conversion Fee, if it applies to the transaction, will be included in the transaction amount posted on your statement.

**23. Inappropriate Transactions:** You 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 transaction(s) as determined by applicable law; 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 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. Such prohibition 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 a Business Account Representative(s) or any Authorized Card User(s); or for declining to accept, process, or pay any such transaction. You further agree to indemnify and hold the Credit

Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from any such use of your account and/or access devices.

- 24. Variation of Law; Severability.** These Terms and Conditions vary according to applicable law or regulation to the maximum extent permitted under any such law or regulation. Any provision of applicable law or regulation that cannot be varied by agreement or notice shall supersede any conflicting term of these Terms and Conditions. Any provisions of these Terms and Conditions that may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of these Terms and Conditions, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. Funds in the Card Account are insured by the NCUA up to the amount provided by applicable law.
- 25. Notices.** All notices and amendments to these Terms and Conditions required to be sent under these Terms and Conditions will be sent to you by first-class mail, by electronic transmission, communicated to you via the Website or by such other means as you and we agree upon, to the address we have in our files.
- 26. Amendments.** We can change these Terms and Conditions at any time. You must notify us within thirty (30) days of your non-acceptance of the changes. If you do not, or if you use your Card after you receive any notice of change, you will have agreed to the changes.
- 27. Conflict Between Agreements:** In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Credit Union Membership and Account Agreement (as hereafter amended), the terms and conditions of the Credit Union Membership and Account Agreement shall govern.

## HEALTH SAVINGS ACCOUNT VISA® DEBIT CARD

### PROGRAM TERMS, CONDITIONS AND DISCLOSURES

**DEBIT CARDS ISSUED UNDER THIS AGREEMENT TO ACCOUNT OWNERS AND/OR AUTHORIZED CARD USER(S) WILL NOT BE TREATED AS CONSUMER CARDS UNDER THE PROVISIONS OF STATE AND FEDERAL LAW. MEMBER WILL NOT HAVE THE BENEFIT OF ANY LIMITATIONS OF LIABILITY WITH RESPECT TO THE UNAUTHORIZED USE OF PIN-BASED TRANSACTIONS. MEMBER ACCEPTS AND AGREES TO UNDERTAKE THE ADDITIONAL RISK ASSOCIATED WITH USE OF A HSA DEBIT CARD AND AGREES TO ASSUME THE GREATER MEASURE OF LIABILITY DESCRIBED IN THIS AGREEMENT.**

**1. Definitions.** These Program Terms, Conditions and Disclosures (“Terms and Conditions”) set forth the terms and conditions under which you may use the Elevations Credit Union Health Savings Account Debit Card (“Card”). The Card is issued to you by Elevations Credit Union. (also referred to in these Terms and Conditions as “Credit Union” and “us”). Credit Union is the trustee of your Credit Union Health Savings Account (“HSA”) as referenced in your Health Savings Trust Account Agreement. In these Terms and Conditions, the words “you” and “your” refer to the person to whom the Card is issued and any other person who you authorize to use the Card. If the program allows additional Cards to be issued and you authorize the Credit Union to issue an additional Card in the name of another person, “you” or “your” refers to that person as well.

**The Card will be issued to you upon receipt and processing of your HSA Simplifier® Health Savings Account Application. You must sign the Card before using it. By receiving and using the Card, you agree with the Credit Union that the Card, and the money or funds stored in the “HSA Account” (your checking account), which is the Credit Union HSA account into which all funds transfers made to or by you are made, are subject to these Terms and Conditions. You further agree to the terms and conditions of the HSA Simplifier® Health Savings Trust Account Agreement and Disclosure Statement, as included in your HSA Simplifier application. The Card may be offered to you through an intermediary (such as an employer, health care plan administrator and/or insurance company, or government agency). The intermediary is not the issuer of the Card and is not responsible for your Card or your use of the Card. The Credit Union in its sole discretion may refuse to issue a Card to anyone.**

**2. Terms, Conditions and Limitations of Your Relationship with the Credit Union.** The terms and conditions of your Membership and Account Agreement are incorporated herein as though repeated verbatim. Transactions on your account may also be governed by agreements with third parties such as NACHA’s (The National Automated Clearing House Association) Operating Rules and Visa’s 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.

**3. Deposits.** Deposits to your HSA Account will be made in accordance with the provisions in the Health Savings Trust Account Agreement and in your Health Savings Account Application.

**4. Card Use.** You agree that you will maintain the security of your Card at all times, keep it in a safe place and not give your Card, or make it available, to any other person. You are responsible for all withdrawals and purchases you authorize using your Card. If you permit other persons to use your Card, you are responsible for any transactions they authorize from your HSA Account. You understand and agree that your use of your Card and the HSA Account shall be consistent with the requirements of health savings accounts as specified in Section 213(d) of the Internal Revenue Code. Neither the Credit Union, nor your employer, the health care plan administrator and/or insurance company, nor any other person other than you shall be responsible for, control or otherwise monitor your use of your Card or the HSA Account.

**a. ATM Transactions.** You may use your Card at any automated teller machines (“Credit Union ATMs”) or at the ATMs of other financial institutions with which the Credit Union has agreements permitting such use (referred to in this Agreement as “Network Agreements,” and a machine covered by any such agreement is referred to as a “Network ATM”) by using the personal identification number (“PIN”) you have selected. The service mark of Network ATMs can be found on the back of your Card. To protect against unauthorized use of your Card, do not write your PIN on your Card or keep your PIN in the same place as your Card. You may use your Card, along with your PIN, at ATMs to: (i) withdraw cash from your HSA Account, or (ii) learn the balance in your HSA Account. All withdrawals will be reported to the IRS as normal distributions.

**b. Purchase Transactions.** You may use your Card to purchase goods and services from participating merchant(s) displaying the service mark of any network that appears on the back of your Card by using your PIN (each a “PIN Purchase Transaction”). When a PIN Purchase Transaction is made there will be an immediate electronic withdrawal from your HSA Account. If your Card bears the applicable Card association debit brand mark, you may make purchases at participating merchant(s) that accept the applicable Card association’s debit (each a “Signature Purchase Transaction”). These transactions may require your signature on the merchant’s receipt.

Generally, we will place a hold on funds in your HSA Account at the time a Signature Purchase Transaction is authorized. Signature Purchase Transactions and PIN Purchase Transactions together are referred to as “Purchase Transactions.”

**5. Cash from Tellers.** You may use your Card to obtain cash from tellers at Credit Union or certain other financial institutions. Such withdrawals, however, may require Credit Union approval. Such approvals are referred to in this Agreement as “Authorizations.” Credit Union may limit the

number of Authorizations provided to you each day as, for example, where called for by the procedures used to safeguard your HSA Account. If for any reason the financial institution requesting the authorization is not able to contact us, or we are not able to respond to it for any reason, you may not be able to complete the transaction even though it would not exceed your available balance or the limitations contained in these Terms and Conditions.

**6. Overdrafts.** You are not permitted to have a negative (overdrawn) balance in your Health Savings Account (HSA), and Courtesy Pay service is not available for HSA Accounts. An overdraft transaction that does cause the account to become overdrawn may result in a fee in accordance with our Fee Schedule. Additionally, we reserve the right to close any HSA Account that is not immediately brought back to a positive balance once overdrawn. Please consult with your tax advisor and the IRS regarding the tax implications associated with overdrawing your HSA Account.

**7. Certain Limitations on Card Use.** Use of your Card and the privileges associated with it can be cancelled by Credit Union at any time for any reason and without prior notice to you. The Card remains Credit Union's property and if we ask you to, you must return it to Credit Union, cut in half. Additionally, the Credit Union reserves the right to at any time deny the issuance of a Card or terminate an existing Card for any authorized user that is not in good standing with the Credit Union or otherwise eligible to do business with the Credit Union. Daily withdrawal and purchasing limits will apply to the use of your Card. Types of transactions that may have pre-set daily transaction limits include withdrawals from ATMs, Signature Purchase Transactions or PIN Purchase Transactions at merchants that accept the Card, purchases and cash-back transactions and over-the counter cash withdrawals. These transactions, as well as others not described here, may be subject to transaction limits controlled by the Credit Union as well as other third parties. These limits are subject to change. Operators of the Network ATMs may also limit the number of withdrawals you may make from their ATMs in any one day. They may also limit the amount of cash you may withdraw from their ATMs during any one session, any one day, or both. Some merchants will not allow "split payments" for transactions; that is, some merchants will not allow you to pay for goods or services by paying for them in part with cash and in part by using the Card.

**8. Fees.** You authorize the Credit Union to charge your HSA Account – without notifying you – for the fees described in your HSA Trust Account Agreement, Fee Schedule, or any other documents provided to you by the Credit Union. A fee will be assessed when there are insufficient funds in your account to process a preauthorized payment, ATM withdrawals, or Point of Sale Debit Card transactions as set forth in the Fee Schedule. You may be charged fees by Network ATM operators or other third parties over whom we have no control when you use your Card at Network ATMs or when you make Purchase Transactions. You agree that the Credit Union may increase or otherwise change those fees or other terms included in these Terms and Conditions, and may impose other fees, at any time by notifying you of such increase, change or imposition at least thirty (30) days in advance and that, if the Credit Union does so, your Fee Schedule and/or these Terms and Conditions shall be deemed amended accordingly. You agree that if you leave

the employment of your current employer or if you are no longer covered under a high-deductible health plan, the fees for the use of your Card and the HSA Account may change. You agree that an acceptable means of notifying you of any change to these Terms and Conditions including a change to your Fee Schedule shall include written notification to the last address as shown on the records of the Credit Union, notification via the email address as shown on the records of the Credit Union or via the website specified with your Card ("Website").

**9. Transactions Made in Foreign Currencies.** Additional Charges for Transactions in a Foreign Currency and "Cross-Border" Transactions. Currency Conversion Fee: If you effect or authorize a transaction with your access device in a currency other than US Dollars, VISA will convert the charge into a US Dollar amount. The VISA currency conversion procedure includes use of either a government mandated exchange rate, or a wholesale exchange rate selected by VISA, as applicable. The exchange rate VISA uses will be a rate in effect at the time the transaction is processed. This rate may differ from the rate in effect on the date of the purchase or the date the transaction was posted to your account. A Currency Conversion Fee of up to 1% will be applied to transactions that are converted from foreign currencies to U.S. dollars. Cross-Border Transaction Fee: In addition, VISA charges us a Cross-Border Assessment up to 1% on each transaction on all cross-border transactions regardless of whether there is a currency conversion. For purposes of this Section, "cross-border transaction" shall include both (a) transactions initiated in a foreign country which are subsequently settled in the United States, and (b) transactions initiated in the United States but which are ultimately settled in a country outside of the United States. The Credit Union will assess these fees to you to reimburse it for the fee it is required to pay for each of your transactions subject to these terms. The Cross-Border transaction fee will be shown separately on your periodic billing statement. The Currency Conversion Fee, if it applies to the transaction, will be included in the transaction amount posted on your statement.

**10. Protection Under Visa's Zero Liability Policy.** These terms apply only to Signature Based transactions. The Visa's Zero Liability Policy shall protect the cardholder against unauthorized Credit Union transactions that may be made with an Access Device "IF" the transaction(s) are processed as a signature based transaction (does not include pin-based transactions) through the VISA Network. Visa's Zero Liability Policy covers U.S. issued Cards only and does not apply to commercial transactions not processed directly via the VISA Network. Visa Debit Card transactions not approved by a PIN might be processed through non-Visa Debit networks that offer the PIN-less service and may not be processed as Visa transactions. Visa Debit Card transactions not approved by a PIN and processed through non-Visa Debit networks do not include the benefits provided by Visa (e.g. zero liability, \$50 consumer loss cap, provisional credit policies of Visa, and the Visa chargeback and dispute resolution). If there is an unauthorized Visa Debit Card transaction made without a PIN "access code", and the transaction takes place on the VISA network, then your liability will be zero (\$0.00); if you notify us promptly of your lost or stolen Card, provided you were not grossly negligent or fraudulent in handling your Card and you provide us with a written statement regarding your

unauthorized Card claim, otherwise the following liability limits will apply. For all other EFT transactions, if you tell us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If any Access Device(s) have been lost or stolen, cardholder may not be responsible for any unauthorized purchases if the theft is reported promptly. Upon notification of unauthorized HSA Debit Card transactions, the Credit Union shall limit liability for those transactions to zero unless the cardholder is found to have been negligent in the handling of its HSA Debit Card, (b) other reasons exist which justify the cardholder should be liable. The Credit Union requires such notification to be received within 60 calendar days of the mailing date of the FIRST statement showing any unauthorized VISA Network transaction(s). In evaluating the claim, Credit Union shall consider whether negligence on the cardholder's part has contributed to the transaction(s) in question. Cardholder may be responsible for a loss if, based on substantial evidence, it is reasonably determined that the cardholder was negligent or fraudulent in the handling of any Access Devices or account. Credit Union may provide the cardholder with provisional credit for unauthorized VISA Network transactions within a reasonable time from receipt of notification. Additionally, Credit Union may require written confirmation of the unauthorized VISA Network transactions before providing any provisional credit.

**11. Non-Visa Network Transactions.** Merchants must provide you with a clear way of choosing to make a Visa Debit Card transaction if they support PIN-less service. Please be advised that should you choose to use STAR, Plus, Master Card, Discover, Maestro, Discover, American Express or Cirrus when making a transaction without a PIN, different terms may apply and you may not be eligible for rewards. Certain protections and rights applicable only to Visa Debit Card transactions as described in your cardholder agreement will not apply to transactions processed on non-Visa networks. Please refer to section 10: Protection Under Visa's Zero Liability Policy: These terms apply only to Signature Based transactions conducted via the VISA Network.

**12. Account Information Disclosure.** Credit Union will not disclose information about the use of your Card and about your HSA Account, or the transfers you make, to third parties except that you hereby authorize Credit Union to share any such information with your employer, any health care plan administrator and/or insurance company, and as otherwise provided in the Credit Union's Agreements and/or Privacy Policy.

**13. Written Records.** You may have requested on the Health Savings Account Application that we not provide you with a periodic HSA Account statement. To review transaction details, you can view your transaction history online at the Website or you can call the Credit Union. To access your electronic account record, you need access to the Internet with commercially available browsers or a telephone. At any time you can request that paper statements be mailed on a periodic basis to your last address on file by calling Customer Support. Also, if you select the option to suppress your periodic HSA Account statement, you can still obtain a paper copy of a particular statement by calling Customer Support. A statement copy fee may apply.

**14. Replaced or Reissued Cards.** If you provide authorization to a merchant to bill charges on a recurring basis to your HSA Account, and if a replacement Card or a reissued Card has been issued to you, you must provide that merchant with your new HSA Account number and/or expiration date in order to permit the merchant to continue to bill the recurring charges to your HSA Account. If a merchant has an arrangement with the Credit Union or one of its affiliates, then we may provide such merchant with your Card status, HSA Account number, and/or expiration date in order to permit the merchant to continue to bill the recurring charges to your HSA Account until you notify us and the merchant that you have withdrawn your authorization.

**15. Error Resolution Rules for Health Savings Debit Card.** If you need more information, or think your statement or receipt is wrong, or you have a merchant dispute or possible Card fraud, write to: Elevations Credit Union at: ATTN: Card Services P.O. Box 9004, Boulder, CO 80301-9004 on a separate sheet or fax to 303-402-5180 as soon as possible. Elevations must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. You may telephone Elevations at 888.346.4412, but doing so will not preserve your rights, and they may require your request in writing. Provide the following information in your written communication:

- a. Include your name, address, telephone number, account number and Card number for a disputed Card transaction.
- b. State the date and dollar amount of the suspected error.
- c. Describe the error, item in question, or the transfer and explain as clearly as possible why you believe it is an error. If you need more information describe the item you are not sure about.
- d. Include your signature.

**16. To Report Your Card Lost or Stolen.** You must notify Credit Union AT ONCE if: (a) you believe your Card has been lost or stolen, or (b) you believe that someone transferred, or may transfer, money from your HSA Account without your permission. Immediately call the number(s) listed below. Also, for general HSA Account inquiries, you may call or write to us at the address or e-mail address below. For other questions about the program, you may wish to contact your employer, health care plan administrator and/or insurance company, or other sources that may be initiating deposits to your HSA Account.

**Lost or Stolen Card:**

Telephone: 24/7, call 888.241.2510 within the US  
Or 909.941.1398 collect outside of the US

Email: Available on ElevationsCU.com

Mail: Elevations Credit Union  
P.O. Box 9004  
Boulder, CO 80301-9004

**17. Special Rules for Provisional Credit for Visa Health Savings Debit Card Transactions.** If you believe a signature Debit Card Transaction was unauthorized, we will re-credit your account within a reasonable time for the amount you think is in error so that you will have the use of the money

during the time it takes us to complete our investigation. If we ask you to put your complaint in writing, we need not re-credit your account, or we may reverse any credit previously made to your account, until we have received your written statement. We may withhold provisional credit, to the extent allowed under applicable law, if the delay is warranted by the circumstances on your account.

**18. Our Liability.** If we do not complete a transfer to or from your HSA Account on time or in the correct amount according to our agreement with you, we will be liable for such losses or damages as provided for by law in such circumstances. However, there are some exceptions wherein we will not be liable, for instance:

- a. If, through no fault of ours, you do not have enough money in your HSA Account.
- b. If a Credit Union ATM or a Network ATM where you are making the transfer does not have enough cash.
- c. If the Credit Union ATM, Network ATM, point-of sale ("POS") terminal, or communications terminal used for a Purchase Transaction was not working properly and you knew about the breakdown when you started the transfer.
- d. If circumstances beyond our control, or the control of the owner of a Network ATM or POS terminal (such as fire or flood), prevent the transfer, despite reasonable precautions that we or they have taken.

**19. Stop Payments; Dispute Resolution.** When you use your Card for Purchase Transactions, including Signature Purchase Transactions, your account is debited immediately and a stop payment is not available to you in connection with such transactions. If your dispute involves a purchase made as part of such a Signature Purchase Transaction please refer to Section 15: Error Rules Resolution Rules for Health Savings Debit Card.

**20. Governing Law and Other Applicable Rules.** Any disputes arising from or related to your Card and the HSA Account shall be governed by the laws of the State of Colorado (without reference to the conflict of laws rules of that state). In addition, any dispute arising from or related to your Card and the HSA Account shall be governed by federal laws and regulations, Federal Reserve Credit Union rules and Operating Circulars, local clearinghouse rules, Automated Clearing House Rules, Internal Revenue Code Section 223 and general commercial bank practices applicable to accounts of your type.

**21. Variation of Law; Severability.** These Terms and Conditions vary according to applicable law or regulation to the maximum extent permitted under any such law or regulation. Any provision of applicable law or regulation that cannot be varied by agreement or notice shall supersede any conflicting term of these Terms and Conditions. Any provisions of these Terms and Conditions that may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of these Terms and Conditions, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. Funds in the HSA Account are insured by the NCUA up to the amount provided by applicable law.

**22. Notices.** All notices and amendments to these Terms and Conditions required to be sent under these Terms and Conditions will be sent to you by first-class mail, by electronic transmission, communicated to you via the Website or by such other means as you and we agree upon, to the address we have in our files.

**23. Amendments.** We can change these Terms and Conditions at any time. You must notify us within thirty (30) days of your non-acceptance of the changes. If you do not, or if you use your Card after you receive any notice of change, you will have agreed to the changes.

**24. Termination.** Credit Union shall have the right, at its sole discretion, to terminate the Health Savings Debit Card privileges hereunder. All Cards shall be canceled effective upon termination of this agreement and the card holder shall immediately return all Cards to Credit Union. The card holder shall remain liable for all debits or other charges incurred or arising by virtue of the use of the Access Device(s) prior to the termination date.