

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.

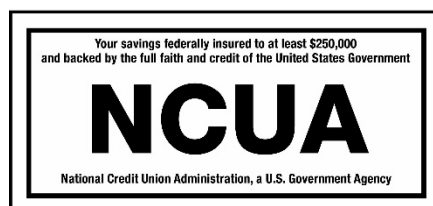
Please contact us with any questions:

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.
- g. **Right to Opt Out.** You have the right to opt-out of this Arbitration Agreement and it will not affect any other terms and conditions of your Account Agreement or your relationship with the credit union. To opt out, you must notify the Credit Union in writing of your intent to do so prior to November 15, 2024 (the "Effective Date"). Your opt-out will not be effective and you will be deemed to have consented and agreed to the Arbitration Agreement unless your notice of intent to opt out is received by the credit union in writing at P.O. Box 9004, Attn: Legal/Opt Out, Boulder, CO 80301, within such time period. Your notice of intent to opt out can be a letter that is signed by you that states "I elect to opt out of the Arbitration Agreement" or any words to that effect. If you have previously opted out of the Arbitration provision, you do not need to submit another opt out.

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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