

**Business Account  
Agreements,  
Disclosures and  
Information Guide**



## BUSINESS MEMBERSHIP AND ACCOUNT AGREEMENT

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This Business Membership and Account Agreement (“Agreement”) covers the responsibilities concerning accounts owned by a business or organization account owner (“Account Owner”) and the credit union providing this agreement (“Credit Union”). In this Agreement, the words “you” and “yours” mean the Account Owner and each person signing an Account Card (“Account Card”). The words “we,” “us,” and “our” mean the Credit Union. The word “account” means any one or more share or other accounts you have with the Credit Union.

1. **Contract.** Your account type(s) is (are) designated on your Account Card. Your account shall be held as a single/ individual account in the name of the Account Owner. By signing an Account Card, you agree to the terms and conditions in this Agreement and Account Card, the Funds Availability Policy Disclosure, Rate Sheets, Fee Schedules, any Account Receipt, the Credit Union’s Bylaws and policies, any amendments to these documents from time to time which collectively govern your membership and accounts, all applicable present and future federal and state laws and regulations, local banking customs, and the rules of any clearing house association with whom we may deal. The word “bylaws” means the Bylaws or the Code of Regulations of the Credit Union.
2. **Membership Eligibility.** To join the Credit Union you must meet the membership requirements including purchase and maintenance of at least one (1) share (“membership share”) as set forth in the Credit Union’s Bylaws. You authorize us to verify and re-verify your account, credit, and employment history, and obtain credit reports from third parties, including credit reporting agencies, to determine your initial and ongoing eligibility for the accounts you hold with us.
3. **Account Access.**
  - a. Authorized Persons. The following are persons authorized (“Authorized Person(s)”) to establish and act on behalf of the Account Owner with respect to accounts held at the Credit Union.
    - If the Account Owner is a sole proprietorship, the business owner and any person designated by the business owner;
    - If the Account Owner is a partnership, each partner (or general partner in the case of a limited partnership) and any person designated by the partners;
    - If the Account Owner has any other form of organization or is an unincorporated organization or association, the individuals vested with the power to make decisions concerning the operation of the Account Owner must designate the persons authorized to establish accounts at the Credit Union and transact business on such accounts on behalf of the Account Owner.
  - b. Authority. Authorized Persons are vested with authority to open and close accounts on behalf of the Account Owner, and transact any business of any nature on such accounts including but not limited to the following:
    - Depositing, withdrawing and transferring funds into, out of and between one or more accounts;
    - Signing drafts, checks and other orders for payment or withdrawal;
    - Issuing instructions regarding orders for payment or withdrawal;

- Endorsing any check, other instrument or order for payment owned or held by the Account Owner; and
- Receiving information of any nature about the account.

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. 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 will require the number of signatures stated on the account documents. 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. You may withdraw or transfer funds from your 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.
- d. Credit Union Examination. We may disregard information on any draft or check, other than the signature of the drawer, the amount and any magnetic encoding. You agree we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

**4. Deposit of Funds Requirements.** Funds may be deposited to accounts, in any manner approved by the Credit Union in accordance with the requirements set forth on our rate sheet(s) and fee schedule(s) applicable to business accounts. We have the right to refuse any deposit, limit the amount that may be offered for deposit, and return all or any part of a deposit. Deposits made by mail, at night depositories or at unstaffed facilities are not our responsibility until we receive them.

- a. Endorsements. We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of the Account Owner even if they are not endorsed. If a check, draft or other item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement as set forth on the back of the check or draft, we may require endorsement as set forth on the item. We may, but are not required, to accept for cash or other value checks, drafts, or items made payable to the Account Owner provided such items are endorsed with an original or facsimile signature of the required number of Authorized Persons. Endorsements must be made on the back of the share draft or check within 1 inch 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. Collection of Items. We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. Deposits made by mail or at unstaffed facilities are not our responsibility until we receive them. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a pay or financial institution extra time beyond any midnight deadline limits.
- c. Restrictive Legends. Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include “two signatures required,” “void after 60 days,” and “not valid over \$500.00.” We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restriction or limitation.
- d. Final Payment. All items credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items and impose a return item charge on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or funds transfer.
- e. Direct Deposits. We may offer preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits and preauthorized transfers by filling out a separate document. 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 government agency for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits.
- f. Crediting of Deposits. Deposits made after the deposit cutoff time and deposits made on either holidays or days that are not our business days will be credited to your account on the next business day.

## **5. Electronic Funds Transfers.**

- a. Uniform Commercial Code Article 4A and Other Agreements. Except as amended by this Agreement, electronic funds transfers we permit that are subject to Article 4A of 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 imposing duties on us in the case of billing errors are not applicable to your account.

- b. Fedwire Transactions. We may execute certain requests for electronic funds transfers by Fedwire. Fedwire transactions are subject to Federal Reserve Board Regulation J.
- c. 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.
- d. 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 funds in your account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control including mechanical, electronic or equipment failure.
- e. No Notice Required. 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 statements. You may contact us to determine whether a payment has been received.
- f. Interest Payments. If we are required by law to pay interest to you, you agree that the rate of interest shall be the lowest available nominal dividend or interest rate paid on accounts during the time interest payments are required.
- g. Provisional Credit for ACH Transactions. We may provisionally credit your account for an ACH transfer before we receive final settlement. If we do not receive final settlement, we may reverse the provisional credit or require you to refund us the amount provisionally credited to your account.
- h. NACHA Operating Rules. These rules permit certain business-to-business transactions to be transmitted with a unique Standard Entry Code. These transactions are governed by a separate agreement between the Originator and Receiver. NACHA requires transactions presented using this unique Standard Entry Code to be disputed and returned no later than the second business day after the posting date. Failure to notify us in the allotted time frame could result in our inability to dispute the transaction on your behalf.
- i. Payment Order Processing and Cut-off Times. Payment orders we accept will be executed within a reasonable time of receipt. Unless we have agreed otherwise in writing, a payment order may not necessarily be executed on the date it is received or on a particular date you specify. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments. Funds transfers, payment orders, cancellations, and amendments received after a cut-off time may be treated as having been received on the next following funds transfer business day. Information about any cut-off times is available upon request. From time to time, we may need to temporarily suspend processing of a transaction for greater scrutiny of verification in accordance with applicable law. This action may affect settlement or availability of the transaction.

- j. Identifying Information. 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 other identifying number even if the number identifies a different person or financial institution.
- k. 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.
- l. 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 policies 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.

**6. Account Rates and Fees.** We pay account earnings and assess fees against your account as set forth in our business account rate sheet(s) and fee schedule(s). We may change our rate sheet(s) and fee schedule(s) at any time and will notify you as required by law.

**7. Transaction Limitations.**

- a. Withdrawal Restrictions. We reserve the right to restrict withdrawals or transfers from your account and shall not be liable for any restrictive action we take regarding i) withdrawals or transfers; or ii) payments or non- payments of a share draft, except for those damages which may arise solely as a result of the Credit Union's negligence. We permit withdrawals only if your account has sufficient available funds to cover the full amount of the withdrawal or you have an established overdraft protection plan. Drafts or other transfers or payment orders which are drawn against insufficient funds may be subject to a service charge as set forth in our business account rate sheet(s) and fee schedule(s). If there are sufficient funds to cover some, but not all, of your withdrawal, we may allow those withdrawals for which there are sufficient funds.

We may limit or refuse a withdrawal in some situations, and will advise you accordingly; for example:

- (1) a dispute between Account Owners (unless a court has ordered the Credit Union to allow the withdrawal);
- (2) a legal garnishment or attachment is served;
- (3) the account secures any obligation to us;
- (4) required documentation has not been presented;
- (5) you fail to repay a Credit Union loan on time;
- (6) if (non-corporate account) a depositor is deceased or (corporate account) the corporation is in bankruptcy proceedings or has been dissolved and required disposition of the account has not been made;

- (7) someone with authority to do so requests us not to permit the withdrawal; or
- (8) there are other circumstances which do not permit us to make the withdrawal.

We also reserve the right to refuse any withdrawal which is attempted by any method not specifically permitted by us. We may require you to give written notice of seven (7) days to sixty (60) days before any intended withdrawals. Although we are required by law to reserve the right to require seven (7) days advance notice prior to permitting withdrawals, we do not presently exercise this right.

- 8. Your Account Balance.** Your account has two kinds of balances: the actual balance and the available balance. Both can be checked by reviewing your account online, at an ATM, by phone or at a branch. It is important to understand how the two balances work so that you know how much money is in your account at any given time.

The actual balance is the amount of money that is actually in your account at any given time. It reflects transactions that have actually posted to your account but not transactions that have been authorized and are pending. While the term “actual” may sound as though the number you see is an up-to-date display of what is in your account that you can spend, that is not always the case. Any purchases, holds, fees, other charges or deposits made on your account that have not yet posted will not appear in your actual balance. For example: *If you have a \$50 actual balance, but you just wrote a check for \$40, then your actual balance is \$50 but it does not reflect the pending check transaction. So at that point, you actually have \$50, but you have already spent \$40.*

Your available balance is the amount of money in your account that is available to you to use without incurring a non-sufficient funds (NSF) or courtesy pay or overdraft fee. The available balance takes into account things like holds placed on deposits, pending transactions (such as pending debit card purchases) that have been authorized for the merchant but not posted to your account, authorized automatic bill payments and other outstanding transactions that have not posted to your account. For example: *Assume you have an actual balance of \$50 and an available balance of \$50. If you were to use your debit card at a restaurant to buy lunch for \$20, then that merchant could ask us to pre-authorize the payment. In that case, we will put a “hold” on your account for \$20. Your actual balance would still be \$50 because this transaction has not yet posted, but your available balance would be \$30 because you have committed to pay the restaurant \$20. When the restaurant submits its bill for payment (which could be a few days later), we will post the transaction to your account and your actual balance will be reduced by \$20.*

The available balance is the balance used to determine if items are subsequently presented against insufficient funds or the amount that would overdraw your account and incur fees. You may be charged an NSF or courtesy pay or overdraft fee for a transaction based on the available balance even if the actual balance would have been sufficient to cover the amount of the transaction. The following example illustrates how this works: *Assume your actual and available balances are both \$50, and you swipe your debit card at a restaurant for \$20. A hold is placed on your account, so your available balance is only \$30. Your actual balance is still \$50. Before the restaurant charge is sent to us for processing, a check that you wrote for \$40 clears. Because you have only \$30 available (you have committed to pay the restaurant \$20), your account will be overdrawn by \$10, even though your actual balance is \$50. In this case, we may pay the \$40 check, but you may be charged a Courtesy*

*Pay fee. That fee will be deducted from your account, further reducing the balance.*

It is very important to understand that you may still overdraw your account even though the available balance appears to show there are sufficient funds to cover a transaction that you want to make. This is because your *available balance* may not reflect all your outstanding checks and automatic bill payments that you have authorized, or other outstanding transactions that have not been paid from your account. In the example above, the outstanding check will not be reflected in your *available balance* until it is presented to us and paid from your account.

In addition, your available balance may not reflect all of your debit card transactions. For example, if a merchant obtains our prior authorization but does not submit a one-time debit card transaction for payment within two (2) calendar days of authorization, we must release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released until the debit card transaction has been received by us and paid from your account.

**9. Payment Order.** Transactions are paid in the chronological order they are received, regardless of the dollar amount or method of presentment for payment on the account. When checks are received in the same day, they are processed in check number order. When automated (ACH) transactions are received in the same day, deposits to your account are posted first, followed by payments. If the Courtesy Pay limit is exceeded, all subsequent items may be declined or returned unpaid to the merchant and you may be assessed a fee per returned item.

**10. Overdrafts.**

a. Overdraft Liability. The following actions may be taken by us if we receive a draft or other item drawn against your account and there are insufficient funds based on the available balance in your account to cover the draft or item:

- **Cover the draft** or item in accordance with the terms of any written overdraft plan that you have established with us.
- **Pay the draft or item** and create an overdraft to your account. Any negative balance on your account is immediately due and payable, unless we agree otherwise in writing. We may place a hold on balances in any other account you have with us until the overdraft is paid or we may set-off the amount of the overdraft against any of your other accounts in accordance with the terms of this agreement, unless prohibited by applicable law.
- **Return the draft or item unpaid.** We may, at our option and without notice to you, refuse to pay any draft or item if it would create an overdraft, even though we may have previously established a pattern of honoring such drafts or items.

We have no obligation to notify you before we decide to either pay a draft or item that creates an overdraft or to dishonor a draft or item that is drawn against insufficient available funds. Drafts or other transfers or payment orders that are drawn against insufficient funds may be subject to a service charge set forth in the Fee Schedule.

National Automated Clearing House Association (NACHA) Rules allow Originating Depository Financial Institutions to reinitiate/resubmit an ACH debit returned due to NSF or uncollected funds up to two times. If the same draft or other transfer or payment order is



submitted a second time, and there are insufficient funds in the account, it may be returned unpaid a second time with a fee assessed on the same item a second time.

If we pay a draft or item against insufficient available funds or an overdraft is otherwise created on the account, you agree to pay any overdraft immediately. You agree to reimburse us for the cost and expenses we incur in recovering the overdraft from you, including our reasonable attorney's fees and court costs.

- b. Overdraft Protection Plan. If we have approved an overdraft protection plan for your account, we will honor drafts drawn on insufficient funds by transferring funds from another account under this Agreement or a loan account, as you have directed, or as required under the Credit Union's overdraft protection policy. The fee for overdraft transfers, if any, is set forth on the Fee Schedule. This Agreement governs all transfers, except those governed by agreements for loan accounts.
  - c. Courtesy Pay Program. The Credit Union offers a courtesy pay protection program that is designed to cover inadvertent overdrafts in a checking account. By signing a signature card or opening your account online, you are enrolling in this type of courtesy pay program for checks, debit card transactions and ACH items posting to your checking account(s). Courtesy Pay is not a line of credit and must be repaid within thirty (30) days of the account being overdrawn. Members who may need overdraft services on a recurring basis are encouraged to request other products subject to standard credit qualifications, such as an overdraft line of credit, that may reduce the costs associated with overdrafts.
- 11. Certificate Accounts.** Any time deposit, term share, share certificate, or certificate of deposit account allowed by state law ("Certificate Account"), whichever we offer, is subject to the terms of this Agreement, Rate sheet(s) and Fee Schedule(s), the Account Deposit Receipt(s), if provided, and any other documents we provide for the account, the terms of which are incorporated herein by reference.
- 12. Overdrafts and Dishonored Items.**
- a. Overdrafts. If on any day the available funds in your account are not sufficient to pay checks, drafts, fees, returned items and other items posted to your account, those amounts will be subject to our courtesy pay procedures or an overdraft protection plan you have established for your account. We are not required to pay any item that will exceed the available balance for your account or that will cause the approved credit limit on an overdraft protection plan to be exceeded. The available balance for your account is determined according to our Funds Availability Policy. Items drawn on your account may be paid in any order we choose. We may return any item and are not required to notify you if your account or overdraft credit limit does not contain sufficient funds to pay the item. However, we may, at our discretion pay items through our courtesy pay program that overdraw your account. By paying an item drawn on insufficient funds we do not agree to pay such items in the future. We may charge fees to your account, as set forth in our business account rate sheet(s) and fee schedule(s), for items drawn on insufficient funds regardless of whether we pay the item or return it. If we pay an item, impose a fee or post an item that overdraws your account, you must repay the amount according to requirements of our courtesy pay policy.

- b. Dishonored Items. We may redeposit items taken for deposit, cash or other value, or we may return the item to you and charge your account. If your account does not contain sufficient funds to reimburse us for the amount of the item, you must repay us for the amount we are unable to collect from your account. If we choose to redeposit an item, we are not required to notify you that the item was returned unpaid. We may charge your account and/or seek recovery directly from you for any item that is returned due to your breach of warranty under the Uniform Commercial Code as adopted by the State of Colorado.
- 13. Checks Presented for Payment in Person.** We may refuse to accept any draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the draft and we shall have no liability for refusing payment. If we agree to cash a check that is presented for payment in person, we may require the presenter to pay a fee. Any applicable check cashing fees are stated in the fee schedule(s) applicable to business accounts.
- 14. Postdated and Staledated Drafts.** You agree not to draw or issue any draft that is postdated. If you do draw or issue a draft that is payable on a future date, we shall have no liability if we pay the draft before its payment date. You agree not to deposit drafts, checks, or other items before they are properly payable. We are under no obligation to pay a draft/check drawn on your account that is presented more than six (6) months after the date it was written. If, however, the draft/check is paid against your account, the Credit Union shall have no liability for such payment.
- 15. Foreign Currency.** All drafts drawn on your account shall be payable in currency of the United States of America. You agree not to draw a draft payable in any foreign currency. If you give us an order to pay the draft in foreign currency, we shall have the right to return the draft unpaid. If, however, we should pay the draft we shall not be responsible for the currency conversion and any fees assessed for collection, and you shall be bound by our determination of the currency conversion rate and the data and manner in which we make the conversion.
- 16. Stop Payment Orders.**
- a. Stop Payment Order Request. Any Authorized Person may request a stop payment order on any draft drawn on your account. To be binding an order must be dated, signed, and describe the account and draft number and the exact amount. The stop payment will be effective if the Credit Union receives the order within a reasonable time for the Credit Union to act upon the order and you state the number of the account, number of the draft, and its exact amount. You understand that the exact information is necessary for the Credit Union's computer to identify the draft. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the draft. 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 draft. If we re-credit your account after paying a draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the draft and to assist us in any legal action.
- b. Duration of Order. You may make an oral stop payment order which will lapse within fourteen (14) calendar days unless confirmed in writing within that time. A written stop payment order is effective for six (6) months and may be renewed in writing from time to time. We do not have to notify you when a stop payment order expires.

- c. Liability. Fees for stop payment orders are set forth on our fee schedule(s). You may not stop payment on any certified check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You have the burden of establishing the fact and amount of loss resulting from the payment of an item contrary to a binding stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages or claims related to our refusing payment of an item, including claims of any Account Owner, payee, or endorser in failing to stop payment of an item as a result of incorrect information provided by you.
- 17. 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 or elsewhere in this Agreement. 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; or (4) your account funds are subject to legal process or other claim. We are not liable if drafts or other items were forged or altered so that the forgery or alteration could not be reasonably detected. We will not be liable for consequential damages, except liability for wrongful dishonor. We are not responsible even though a draft is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or notations are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse 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 Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.
- 18. Unauthorized Use of Check Writing and Facsimile Signature Equipment.** You are responsible for maintaining the security of all facsimile signatures, check writing equipment, and supplies. You must promptly notify us in writing of any checks that have been lost or stolen or the unauthorized use of facsimile signature equipment and the circumstances surrounding the loss, theft or unauthorized use. We are not liable for any unauthorized use of such facsimile signature.
- 19. Pledge of Shares/Statutory Lien.** Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and, all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. Federal or state law, gives us a lien on all shares and dividends and all deposits and interest, if any, in accounts you have with us now and in the future. Except as limited by state or federal law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you. Your pledge and our statutory lien rights will allow us to apply the funds in your account to what you owe when you are in default, except as limited by state or federal law. If we do not apply the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply the

funds in your account(s) to the amount you owe us at a later time. The statutory lien and your pledge does not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security. By not enforcing our right to apply funds in your account to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

- 20. Transfer of Account.** All accounts are non-assignable and nontransferable to third parties except by us.
- 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's 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.
- 22. Account Information.** Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except 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 is made to comply with the law or an order issued by a court or government agency; or (4) you give us written permission. We may provide information to credit bureaus about an insolvency, delinquency, late payment or default on your account to include in your credit report.
- 23. Notices.**
  - a. Name, Address or Contact Information Changes. You are responsible for promptly notifying us of any address or name change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. Any change of address notification received from the U.S Postal Service may be treated as if you notified us. We may, if we choose, accept oral notices of a change in address and may require any other notice from you to us be provided in writing. For purposes of accuracy, we may verify and correct, complete or update your contact information in our records, including name, address, email address and phone number, through information obtained from third parties. If we attempt to locate you, we may impose a service fee as set forth on our business account fee schedule(s).
  - b. Notice of Amendments. Except as prohibited by applicable law, we may at any time change the terms of this Agreement. We will notify you of any changes in terms, rates, or fees as required by law.
  - 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 deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address and will be effective whether or not received by you.
  - d. Electronic Notices. If you have agreed to receive notices electronically we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.
- 24. Taxpayer Numbers and Backup Withholding.** You agree that we may withhold taxes from any dividends or interest earned on your account as required by federal, state or local law or regulations. Your failure to furnish a correct Taxpayer Identification Number ("TIN") or meet other requirements may result in backup withholding. If your account is subject to

backup withholding, we must withhold and pay to the Internal Revenue Service ("IRS") a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN within a reasonable time we will close your account and return the balance to you, less any applicable service fees.

## 25. Statements.

- a. Contents. You will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. For checking accounts, you understand and agree that your original draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies may be retained by us and made available upon your request. You understand and agree that statements are made available to you on the date they are mailed to you. You also understand and agree that drafts or copies thereof are made available to you on the date the statement is mailed to you, even if the drafts do not accompany the statement.
- b. Examination. You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report any irregularities such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies reflected on your statement within a reasonable time of receiving your statement, we will not be responsible for your loss. In addition, we will not be responsible for any such items, payments, transactions, or other discrepancies reflected on your statement if you fail to notify us within thirty-three (33) days of the mailing date of the statement. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.
- c. Notice to the Credit Union. You agree that the Credit Union's retention of drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notifying us of any errors. The notice must specifically describe the transaction, include photocopies or other images of the relevant items, if returned to you, and:
  - Your account number
  - The dollar amount
  - Our transaction reference, if any.

If timely notice is given, we reserve the right to determine what adjustment, if any, shall be made. If you fail to receive a periodic statement, you agree to notify us within fourteen (14) days of the time you regularly receive a statement.

- d. Address. If we mail you a statement, we will send it to the last known address shown on our records. If you have requested that we send your statement electronically, we will send it to the last e-mail address shown on our records.

## 26. Inactive Accounts.

If your account falls below any applicable minimum balance and you have not made any transactions over a period specified in our rate sheet(s) and fee schedule(s) during which we have been unable to contact you by regular mail, we may classify your account as inactive or dormant. Unless prohibited by applicable law, we may charge a service fee as set forth on our rate sheet(s) and fee schedule(s) for processing your inactive account. If we impose a fee, we will notify you, as required by law, at your last known address. You authorize us to

transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer all funds in an inactive or dormant account to an account payable and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

- 27. Termination of Account.** We may terminate your account at any time without prior notice to you or may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signer, (2) there has been forgery or fraud reported or committed involving your account, (3) there is a dispute as to the ownership of the account or of the funds in the account, (4) any share drafts are lost or stolen (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts, (7) you engage in behavior that is detrimental to the Credit Union or its employees, or (8) we reasonably deem it necessary to prevent a loss to us. We are not responsible for payment of any draft, transfer, or item after your account is terminated, however, if we pay a draft, transfer or other item after termination, you agree to reimburse us for the amount of our payment as well as any applicable fees. You may terminate this Agreement by closing all your accounts. If your account is a dividend or interest bearing account, any deposit or part of a deposit that we have returned or attempted to return to you upon termination of your account will no longer bear dividends or interest, as applicable. When the account is closed, you will receive the balance left in the account after we have made all appropriate deductions and charges. The termination of this Agreement and the account does not release you from the obligation for payment of accrued fees or liability for any drafts in process.
- 28. Termination of Membership.** You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all your accounts. You may be denied services or expelled for any reason allowed by our Bylaws or applicable law, including causing a loss to the Credit Union.
- 29. Death of Account Owner.** If the account is in the name of an individual person or a business that is organized as a sole proprietorship, we may continue to honor all transfer orders, withdrawals, deposits and other transactions on an account until we are notified of the Account Owner's death. Once we are notified of an Account Owner's death, we may pay drafts or honor other payments or transfer orders authorized by the Account Owner for a period of ten (10) days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the drafts or other items. We may require anyone claiming a deceased Account Owner's account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any Account Owner that is an individual or organized as a sole proprietorship.
- 30. No Waiver of Rights.** Our failure to enforce at any time any provision of this Agreement does not constitute a waiver of that provision or of any other provision of this Agreement.
- 31. 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 this Agreement.

- 32. 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.
- 33. Class Action Waiver.** Where permitted under the applicable law, you and Westerra agree that each may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any purported class or representative action. Unless both you and Westerra agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.
- 34. Governing Law.** This Agreement is governed by the laws and regulations of the State of Colorado and the United States of America, the Credit Union's bylaws, and local clearing house rules, as amended from time to time. You agree that any legal action regarding this Agreement shall be brought in the state court having jurisdiction in the City and County of Denver, Colorado and to waive any right to a jury trial.
- 35. Negative Information Notice.** We may report information about your loan and deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.
- 36. Unlawful Internet Gambling, Marijuana-Related Businesses, and Other Illegal or Prohibited Activities.** You agree that you are not engaged in unlawful internet gambling, marijuana-related businesses, or any other illegal or prohibited activity. You agree that you will not use any of your account, access devices or services for unlawful internet gambling, marijuana-related businesses or other illegal or prohibited activities. We may terminate your account relationship if you engage in unlawful internet gambling, marijuana-related businesses, or other illegal or prohibited activities.

## FUNDS AVAILABILITY POLICY

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This Disclosure describes your ability to withdraw funds at Westerra Credit Union. This policy applies to all checking and Money Market accounts. The Credit Union may hold funds longer on other types of deposit accounts.

- 1. General Policy.** Our policy is to make funds from your cash and check deposits available to you on the business day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and Federal holidays. If you make a deposit before close of business on a business day we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after close of business or on a day we are not open, we will consider that the deposit was made on the next business day we are open.
- 2. Reservation of Right to Hold.** In some cases, we will not make all of the funds that you deposit by check available to you on the business day we receive your deposit. Depending on

the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$225.00 of your deposits will be available the first business day following the deposit. If we are not going to make all of the funds from your deposit available on the day of deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the next business day after we receive your deposit. If you will need the funds from a deposit right away you should ask us when the funds will be available.

3. **Holds on Other Funds.** If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.
4. **Longer Delays May Apply.** We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:
  - We believe a check you deposit will not be paid.
  - You deposit checks totaling more than \$5,525.00 on any one day.
  - You deposit a check that has been returned unpaid.
  - You have overdrawn your account repeatedly.
  - There is an emergency, such as failure of communications or computer equipment.

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

5. **Special Rules for New Accounts.** If you are a new member, the following special rules will apply during the first thirty (30) days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525.00 of a day's total deposits of Cashiers, Certified, Tellers, Travelers, and federal, state and local government checks will be available on the day of your deposit if the deposit meets certain conditions. For example, the check must be payable to you. Funds from all of the check deposits will be available on the seventh business day after the day of your deposit.
6. **Deposits at ATMs.** Funds from any deposits (cash or checks) made at automated teller machines (ATMs) may not be available until the second business day after the date of your deposit.
7. **Deposits at Shared Branch Facilities.** Generally, deposits made at Shared Branch facilities will not be available until the second business day after the date of your deposit. Depending on the type of check that you deposit, funds may be made available sooner. Please contact the Credit Union to determine when your deposit will be available.
8. **Foreign Checks.** Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed



the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposit of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which it is drawn. Fees may apply.

- 9. Substitute Checks.** As our member, we think it is important for you to know about substitute checks. The following Substitute Check Disclosure provides information about substitute checks and your rights.

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

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

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

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

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

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

**How do I make a claim for a refund?** - If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us by calling (303) 321-4209, (800) 858-7212 or write to Westerra Credit Union P.O. Box 9408 Denver, CO 80209- 0408.

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include –

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);

- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: the check number, the amount of the check, the date of the check and the name of the person to whom you wrote the check.

## ELECTRONIC DISCLOSURE AND CONSENT

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By selecting the checkbox in front of the statement "I have read the Electronic Disclosure and Consent and I consent to the use of electronic records in connection with this application," You agree that you have received and accept the "Business Account Agreements, Disclosures and Information Guide," the current "Service Charge and Fee Schedule" and the current rates as published on the westerracu.com website, and/or you have printed these disclosures as described below under "Printing" and wish to continue with the account opening process. The following terms and conditions apply to our delivery and your receipt of these Disclosures online.

**Scope of Online Consent.** Your consent to receive these documents online includes the following documents provided on the Westerra Credit Union website: (1) the "Business Account Agreements, Disclosures and Information Guide" and the "Service Charge and Fee Schedule," both accessible via the Disclosures and Agreements link, (2) the current deposit account rates, accessible via the Savings Rates link, and (3) any amendments the Credit Union makes to these documents from time to time which are incorporated herein.

**Browser Requirements.** Recommended browsers include the most recent version of major browsers. **Always keep your browsers up to date.**

**Paper Copies.** You have the right to request and receive a paper copy of the "Business Account Agreements, Disclosures and Information Guide," the "Service Charge and Fee Schedule," and/or the current deposit account rates at any time by contacting any branch office or requesting the documents by telephone at 303-321-4209 or 1-800-858-7212 or email at [email@westerracu.com](mailto:email@westerracu.com). There is no fee for requesting the paper documentation.

**Printing.** To download or print these disclosures, go to [www.westerracu.com/resources/disclosures](http://www.westerracu.com/resources/disclosures). All disclosures and future revisions will be available to be printed by you.

Once you have reviewed the disclosure you can return to the account opening page, select the checkbox as noted above and resume the online account opening process.

# Westerra Credit Union Privacy Notice Revised 12/20

FACTS: What does Westerra Credit Union ("Westerra") do with your personal information?		
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number and income</li> <li>• Credit history and credit scores</li> <li>• Account balances and payment history</li> </ul>	
<b>How?</b>	All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Westerra chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does Westerra Share?	Can You Limit This Sharing?
<b>For our everyday business purposes</b> - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	<b>Yes</b>	<b>No</b>
<b>For our marketing purposes</b> - to offer products and services to you	<b>Yes</b>	<b>Yes</b>
<b>For joint marketing with other financial companies</b>	<b>Yes</b>	<b>Yes</b>
<b>For our affiliates' everyday business purposes</b> - information about your transactions and experiences	<b>No</b>	<b>We do not share</b>
<b>For our affiliates' everyday business purposes</b> - information about your creditworthiness	<b>No</b>	<b>We do not share</b>
<b>For our affiliates to market to you</b>	<b>No</b>	<b>We do not share</b>
<b>For our non-affiliates to market to you</b>	<b>No</b>	<b>We do not share</b>
<b>To Limit Our Sharing</b>	<p>&gt;&gt; Call 303-321-4209 or 1-800-858-7212 to speak with a financial services representative.</p> <p>&gt;&gt; <b>Please note:</b> If you are a new member we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our member, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>	
<b>Questions?</b>	Call 303-321-4209 or 1-800-858-7212	
Who we are		
<b>Who is providing this notice?</b>	Westerra Credit Union ("Westerra")	
What we do		
<b>How does Westerra protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We limit collection and use of non-public personal information to the minimum required. We maintain physical, electronic, and procedural safeguards that comply with federal and state standards.	
<b>How does Westerra collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>&gt;&gt; Open an account or deposit money</li> <li>&gt;&gt; Pay your bills or apply for a loan</li> <li>&gt;&gt; Use your credit or debit card</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates or other companies. We collect data through our Mobile apps - data is linked to your identity, but is not used for tracking purposes:</p> <ul style="list-style-type: none"> <li>• Contact Information (name, email address, phone number, physical address)</li> <li>• Financial Information (payment, credit and other financial information)</li> <li>• Location (precise location, coarse location)</li> <li>• Contacts</li> <li>• User Content (customer support)</li> <li>• Identifiers (User ID, Device ID)</li> <li>• Purchases (purchase history)</li> <li>• Usage Data (product interaction, advertising data)</li> <li>• Diagnostics (crash, performance and other diagnostic data)</li> </ul>	
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>&gt;&gt; Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>&gt;&gt; Affiliates from using your information to market to you</li> <li>&gt;&gt; Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>	
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on your account - unless you tell us otherwise.	
Definitions		
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. >> Our affiliates include companies with the "Westerra" or "Westerra Credit Union" name that are under common control with us.	
<b>Non-Affiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies. >> Non-affiliates we share with include government entities in response to subpoenas and other legal processes, credit bureaus, mortgage companies, companies providing servicing, processing, accounting, or similar types of functions, companies originating loans or loan applications, and insurance companies.	
<b>Joint Marketing</b>	A formal agreement between non-affiliated financial companies that together market financial products or services to you. >> Our joint marketing partners include insurance companies.	
Other Important Information		
<b>None</b>		



Please contact us with any questions at:

**303-321-4209**

[www.westerracu.com](http://www.westerracu.com)



Federally Insured by NCUA



Your Savings federally insured to at least \$250,000 and backed by the full faith and credit of the United States Government, National Credit Union Administration, a U.S. Government Agency.  
Revised 11/21