

**THESE AGREEMENTS AND DISCLOSURES CONTAIN IMPORTANT MEMBERSHIP INFORMATION, NECESSARY ACCOUNT DISCLOSURES, ELECTRONIC SERVICES AGREEMENT AND DISCLOSURES, FUNDS AVAILABILITY POLICY AND WIRE TRANSFER AGREEMENT. PLEASE BE CERTAIN TO READ THESE AGREEMENTS AND DISCLOSURES CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.**

Throughout these Agreements and Disclosures, the references to "We," "Us," "Our" and "Credit Union" mean SOOPER CREDIT UNION. The words "You" and "Your" mean each person and/or entity applying for and/or using any of the services described herein. "Account" means any account or accounts established for You as set forth in these Agreements and Disclosures. The word "Card" means any ATM Card or MasterCard Debit Card issued to You by Us and any duplicates or renewals We may issue. Our Audio Response System is hereinafter referred to as "SooperTeller" whereas Our Personal Computer Account Access System is hereinafter referred to as "Online Banking," Our Internet Enabled Mobile System is hereinafter referred to as "Mobile Banking," Our Text Messaging Enabled Cellular System is hereinafter referred to as "Text Banking," and "E-Check" means any check which You authorize the payee to process electronically. For joint accounts, read singular pronouns in the plural.

## SOOPER CREDIT UNION MEMBERSHIP

To apply for membership with Sooper Credit Union, You must complete, sign and return an application for membership.

Your signature on Your application for membership informs the Credit Union that You would like to join the Credit Union and that You agree to conform to the Credit Union's Bylaws and Amendments.

Credit Union membership is granted to applicants within Sooper Credit Union's Field of Membership as outlined in the Credit Union's Charter.

Eligibility also includes spouses of persons who died while within the Field of Membership; Credit Union employees; persons retired as pensioners or annuitants

from organizations within the Credit Union's Field of Membership; and organizations of such persons. By signing Your application for membership, You acknowledge receipt of these Agreements and Disclosures, including the terms and conditions which apply to Your Accounts.

## FAMILY MEMBERSHIP

Credit Union members in good standing may sponsor immediate family members and possibly other members of Your household for Credit Union membership. Eligible family members may include for instance: father, mother, brother, sister, son, daughter, grandmother, grandfather and spouse (which may include anyone living in Your residence that You maintain a single economic unit with).

## ACCOUNT AGREEMENT

**YOU AGREE AND ACKNOWLEDGE THAT THIS AGREEMENT CONTROLS YOUR ACCOUNT(S) WITH SOOPER CREDIT UNION, TOGETHER WITH ANY OTHER RELATED DOCUMENT SUCH AS OUR FUNDS AVAILABILITY POLICY AND ELECTRONIC SERVICES AGREEMENT AND/OR AGREEMENTS AND DISCLOSURES, ALL OF WHICH, TO THE EXTENT APPLICABLE, ARE INCORPORATED INTO THIS AGREEMENT BY REFERENCE.**

**ACCOUNT OWNERSHIP.** Business Accounts will only be opened by the Credit Union if any documentation We may request and that is subsequently presented by You to the Credit Union is in a manner acceptable to Our policies. The ownership status and titling of Your Account is determined by the legal structure of the business establishing such Account and will fall into one of the following categories. It is Your responsibility to determine and understand any legal effects related to this type of Account.

- **SOLE PROPRIETORSHIP ACCOUNTS** - A sole proprietorship is a business in which one person owns all the assets, owes all the liabilities, and operates in their own personal capacity.
- **PARTNERSHIP ACCOUNTS** - A partnership is a voluntary association of two or more persons who jointly own and carry on a business for profit.
- **LIMITED PARTNERSHIP ACCOUNTS** - A limited partnership exists if the partnership consists of one or more persons who control the business and are personally liable for the partnership's debts (general partners), and one or more persons who contribute capital and share profits but who cannot manage that business and are liable only for the amount of their contribution (limited partners).
- **LIMITED LIABILITY PARTNERSHIP (LLP) ACCOUNTS** - A limited liability partnership exists when a partner is not liable for a negligent act committed by another partner or by an employee not under the partner's supervision.
- **LIMITED LIABILITY COMPANY (LLC) ACCOUNTS** - A limited liability company is a company statutorily authorized in certain states that is characterized by limited liability, management by members or managers, and limitation on ownership transfers.
- **CORPORATION ACCOUNTS** - A corporation is an entity (usually a business) having authority under the law to act independently and distinct from the shareholders who own it and having rights to issue stock and exist indefinitely.
- **NON-PROFIT CORPORATION ACCOUNTS** - A non-profit corporation is a corporation that does not issue shares of stock as evidence of ownership but instead is owned by its members in accordance with a charter or agreement.
- **UNINCORPORATED NON-PROFIT ASSOCIATION ACCOUNTS** - An unincorporated non-profit association is a gathering of people for a common purpose that is not a legal entity separate from the persons who compose it.

**SOLE PROPRIETORSHIP ACCOUNTS.** You shall take all action necessary so that in the event of Your death, Your estate shall release and indemnify the Credit Union for any payment made at the direction of an authorized signer of Your Account provided the Credit Union has not received actual notice of Your death prior to such payment being made. If You are doing business under an assumed name, You represent that You have properly filed all required paperwork as set out in the laws for the state in which You are organized to do business.

**PAYMENT OF ACCOUNTS.** Except payees named on any check or other item drawn on Your Account, such Account may only be paid to You and not any director, shareholder, partner or authorized signer, as may be applicable.

**ARBITRATION.** Any controversy or claim arising out of or relating to these Agreements and Disclosures, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. All parties hereby waive and give up all rights to a jury trial or class action relief.

**INDEMNITY.** You agree to indemnify and hold harmless the Credit Union and their successors and assigns, from any claim, action, liability, loss, damage or suit, arising out of any action or inaction on Our part in connection with these Agreements and Disclosures and/or Your failure to abide by its terms. In the event of any claim, We shall provide You with reasonable and timely notice of such claim, and thereafter You shall at Your own expense defend, protect and hold harmless the Credit Union against said claim or any loss or liability thereunder. In the event You fail to defend and/or indemnify and hold Us harmless, then in such instance We shall have full rights to defend, pay or settle said claim on Your behalf without notice to You and with full right of recourse against You for all fees, costs, expenses and payments made or agreed to be paid to discharge said claim. You further agree to pay all reasonable attorneys' fees necessary to enforce such provision. Such indemnity shall be unlimited in amount and duration and be binding upon and inure to the benefit of all parties, their successors, assigns and personal representatives.

**POWER OF ATTORNEY.** If You name a person to act as Your attorney-in-fact or agent in any way with Your Account, We are only obligated to deal with such person if We, in Our sole judgment, approve of the form of appointment and the supporting documentation.

**DEPOSIT OF ITEMS.** You may make deposits to Your Account using any method available from Us, including deposits in person, by mail or electronic means. We

## ACCOUNT AGREEMENT (continued)

have the right to refuse to accept any check or instrument for deposit at Our sole discretion. If You deposit an item and it is returned unpaid, We will debit Your Account for the amount of the item and charge You a fee. You will be liable to Us for the amount of any item You deposit which is returned unpaid, and in addition, will be responsible for any of Our costs and expenses incurred in the collection of such returned item from You, including reasonable attorney fees. Subject to Our Funds Availability Policy, You may not be able to withdraw funds from Your Account until We have received final settlement for any items deposited. If You make a deposit on a Saturday, Sunday, or a holiday, or after Our predetermined cut-off hour on business days, the deposit will be credited to Your Account as of the next business day.

**COLLECTION AND PROCESSING OF ITEMS.** In processing items You have deposited for collection, We are only Your agent and assume no responsibility beyond the exercise of ordinary care. Any item deposited is subject to final settlement in cash or credit. We may use any method We feel is appropriate to collect items, which may include use of a Federal Reserve Bank. We are not responsible for the acts of any third party We use for the collection of items including responsibility for lost items. If We use a local clearinghouse in the collection of items, You authorize Us to do so and to act in accordance with any applicable rules and regulations. We may permit You to withdraw funds from Your Account before final settlement has been made, however, if final settlement is not made, We have the right to charge Your Account or otherwise require You to repay such funds. In processing items presented for payment on Your Account, We will pay such items each business day in an order of Our choosing, all of which means that the transactions may not be processed in the order in which they occurred and that You could incur multiple fees in a single day should there be insufficient funds to pay all items presented that day.

**OVERDRAFT PROTECTION.** To the extent permitted by law, You authorize Us to transfer funds from other accounts You may have with Us in necessary multiples (or in such increments as We may from time to time determine) to Your Account to cover any overdraft. If You have a line of credit with Us, transfers will be made either from Your line of credit up to Your available credit limit and/or from Your share Account, provided You have enough available funds in that Account, depending upon the preference You have indicated to Us for clearing any such overdraft(s). Any overdraft transfers from Your share Account may be subject to a transfer fee. You hold Us harmless from any and all liability which might otherwise exist if a transfer does not occur.

**NOTICE OF RECEIPT OF ACH ITEMS.** Under the operating rules of the National Automated Clearing House Association which are applicable to ACH transactions involving Your account and as permitted by law, We are not required to give You next day notice of receipt of an ACH item, and We will not do so. We will continue to notify You of the receipt of payments in the periodic statements We provide to You.

**PROVISIONAL PAYMENT (ACH ORIGATION).** Credits given by any Receiving Depository Financial Institution to the receiver with respect to any automated clearing house credit entries subject to Article 4A of the Uniform Commercial Code (UCC-4A), are provisional until the Receiving Depository Financial Institution has received final settlement through a Federal Reserve Bank, or has otherwise received payment as provided in §4A-403(a) of UCC-4A. If the Receiving Depository Financial Institution does not receive such final settlement or payment, then they shall be entitled to a refund from the receiver of the amount so credited, and We shall not be deemed to have paid the receiver the amount of such entry.

**PROVISIONAL PAYMENT (ACH RECEIPT).** Credit given by Us to You with respect to any automated clearing house credit entry is provisional until We receive final settlement for such entry through a Federal Reserve Bank. If We do not receive final settlement, You are hereby notified and agree that We are entitled to a refund of the amount credited to You in connection with such entry, and the party making payment to You via such entry (i.e., the originator of the entry) shall not be deemed to have paid You the amount of such entry.

**CHOICE OF LAW.** We may accept payments on Your behalf for Your account which have been transmitted through one or more Automated Clearing Houses ("ACH") and which are not subject to the Electronic Fund Transfer Act. Your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of New York as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving Your account.

**NOTIFICATION OF UNAUTHORIZED ACH ITEMS (UNAUTHORIZED ENTRIES).** You expressly agree to notify Us immediately upon learning of an unauthorized entry made on Your Account. You further agree that in the event You fail to notify Us immediately, You will be liable to Us in the amount of such unauthorized entry, plus a reasonable attorneys' fee and other costs We may incur due to such failure.

**EXPENSES.** If We incur any costs or expenses as a result of any attachment, garnishment or levy against Your Account, You will reimburse Us for such costs or expenses or We may charge them to Your Account.

**INACTIVE OR DORMANT ACCOUNTS.** Inactive Accounts (Accounts with no withdrawals or deposits within a one-year period) may be subject to an Inactive Account Fee. If no activity occurs in Your account within the time period specified by applicable state law, the property in Your account may be subject to transfer to the appropriate state authority ("escheatment"). We have no liability if Your Account becomes dormant and is therefore subject to escheatment in accordance with state and/or federal law.

**LIEN IMPRESSMENT AND SET-OFF.** You agree that We may impress and enforce a statutory lien upon Your Accounts with Us to the extent You owe Us any money and We may enforce Our right to do so without further notice to You. We have the right to set-off any of Your money or property in Our possession against any amount You owe Us. The right of set-off and Our impressed lien does not extend to any Keogh, IRA or similar tax deferred deposit You may have with Us. If Your Account is owned jointly, Our right of set-off and Our impressed lien extends to any amount owed to Us by any of the joint Owners.

**CREDIT REPORTING NOTICE.** We may report information about Your account to credit bureaus. Late payments, missed payments, or other defaults on Your account may be reflected in Your credit report.

**MINIMUM BALANCE REQUIREMENTS, FEES AND SERVICE CHARGES.** You agree to pay Us any applicable fees or charges, and are responsible for any minimum balance requirements and deposit requirements called for in Our Agreements and Disclosures provided to You when You opened Your Account. In any case, and with proper notice to You, fees, charges, balance requirements and deposit requirements may be changed by Us from time to time.

**SUSPENSION OF SERVICES.** We have the right to suspend the benefit of any Credit Union service at any time for reasonable cause. At Our discretion, We also have the right to pay any share draft presented for payment from Your Account after Your Account is closed or suspended and to recover such amount paid from You.

Account services are available to those members in good standing with the Credit Union. We reserve the right to cancel or suspend services to a member who is not in good standing, which includes members that have: (a) a delinquent loan; (b) a Business Share Savings Account balance below the \$1.00 minimum; (c) an unresolved deposited returned check; (d) any unpaid and uncollected fees; (e) a negative balance on an Account; (f) caused a financial loss to the Credit Union; or (g) threatened, harassed, or abused any Credit Union member, board member, committee member, employee or agent.

**ASSIGNABILITY.** You may not assign or transfer any interest in Your Account.

**AGREEMENTS AND DISCLOSURES.** The Agreements and Disclosures provided to You at the time You opened Your Account and referred to throughout this Agreement contain: (a) a list of fees and charges applicable to Your Account; (b) the dividends and applicable Annual Percentage Yield (APY); (c) how dividends are credited or compounded; and (d) other pertinent information related to Your Account. Your Agreements and Disclosures may be amended by Us from time to time in a manner as prescribed by law.

**STOP PAYMENTS.** You may ask Us orally to stop payment on a share draft. For any such request to remain valid, however, You must also supply Us with a written request within 14 days after You make any such oral request. Stop payment requests are also subject to the terms and conditions of the Order For Stop Payment form related to any such request. Your request must be given to Us in a timely manner so that We have a reasonable opportunity to act on Your request. A written stop payment request is effective for 6 months. If at the end of 6 months, You request Us to continue the stop payment order, that request will be treated as a new request. We are not liable if We pay a share draft which You have requested Us to stop payment on as long as We act in good faith and exercise ordinary care.

In any event, any damages that We might otherwise be liable for shall not exceed the amount of the involved share draft. If We do pay a share draft for which You have requested stop payment and as a result any other item is returned unpaid by Us due to nonsufficient funds, We are not liable for any consequences resulting from such action. If Your Account is a joint Account, any Owner of the Account may request a stop payment. Any owner may provide Us with written notice to release such stop payment. If You ask Us to stop payment on a pre-authorized transfer, Your request will be processed under the provisions of Our Electronic Fund Transfer Agreement with You.

You may also ask Us to replace a lost, destroyed or stolen cashier's, teller or certified check and if You do, You agree to execute a declaration of loss and claim for reimbursement form together with any other documentation We may require, such as an affidavit. Regardless of the type of documentation presented to Us, the request must be in a form acceptable to the Credit Union and given to Us in a timely manner so that We have a reasonable opportunity to act on such request.

## ACCOUNT AGREEMENT (continued)

Such declaration of loss and claim for reimbursement will not become effective until the later of: (a) the 90th day after the date of the check (or 90th day following the date of acceptance, in the case of a certified check); or (b) the date We receive the declaration of loss and claim for reimbursement together with any other required documentation.

**SHARE DRAFTS AND OTHER ACCOUNT ACCESS DEVICES.** Any share draft or other Account access device which does not meet Our standards for acceptance may be rejected by Us, whether such standards are established by law, regulation or Our own policy.

**POSTDATED, STALE OR OVERDRAFT SHARE DRAFTS.** You understand that postdating a share draft will have no effect on whether or not it is honored prior to or after the date of any such share draft. A stale share draft is any share draft received by Us that is dated 6 months or more prior to the date of receipt. We may pay or refuse to pay any postdated, stale or overdraft share draft, or other item presented for payment on Your Account without any liability.

**SHARE DRAFT SAFEKEEPING.** Share draft Safekeeping is automatic on Your Account and Your cancelled share drafts will not be returned to You. You understand that cancelled share drafts retained by Us are later destroyed after a reasonable period of time. If You subsequently request a copy of a share draft and We are unable to supply it, then We shall not be liable for any damage You may sustain in excess of the face amount of the involved share draft.

**PERIODIC STATEMENTS.** You will be provided with a periodic statement showing activity on Your Account. If You believe any statement reflects discrepancies, You must notify Us of such discrepancies within 60 days from the date We mailed the statement to You. If the discrepancy noted is the result of an electronic fund transfer, then the provisions of Our Electronic Fund Transfer Agreement with You will control resolution of the matter.

**AMENDMENTS.** This Agreement may be amended by Us at any time, in which case, We will provide You with a notice of amendment as required by law or regulation.

**ORGANIZATIONAL, PARTNERSHIP OR CORPORATION ACCOUNTS.** If Your Account is an organizational, partnership or corporate account, You will supply Us with a separate authorization informing Us of the authorized signers for the Account and provide any other related documents if We request You to do so. We require that all partners, owners or organizational members be individually eligible for membership.

**AUTHORIZED SIGNERS.** If You establish Your Account with authorized signers, or You subsequently appoint any authorized signers, You understand and agree that the Credit Union will not at any time be liable for the actions of such authorized signers and/or be obligated to ensure that their actions are in accordance with any instructions You have provided to them. Any appointment of an authorized signer, together with any subsequent revocation or change must be in writing and in a form acceptable to Us. It is Your responsibility to determine any legal effects related to Your appointing any authorized signers on Your Account.

**UNITED STATES TREASURY TAX DEPOSIT PAYMENTS.** All tax payments must be made on the [www.efps.com](http://www.efps.com) website.

**NOTIFICATION OF ADDRESS CHANGE.** You will notify Us promptly in writing with Your signature if You move or otherwise have a change of address. In the event We are unable to locate You, You agree to pay all fees associated with maintaining an invalid address in Our records and any costs and locator fees incurred in Our locating efforts.

**WAIVERS.** You agree and understand that Our failure or delay to exercise any right, remedy, power, or privilege available to Us pursuant to this Agreement shall not affect or disallow Our future exercise of that right, remedy, power or privilege.

**PROHIBITED INTERNET GAMBLING TRANSACTIONS.** All transactions in connection with the participation of another person in unlawful internet gambling are prohibited from being processed through Your Account. Such transactions include those involving the use of: (a) credit, or the proceeds of credit, extended to or on behalf of another person (including credit extended through the use of a credit card); or (b) electronic fund transfers, or funds transmitted by or through a money transmitting business, or the proceeds of an electronic fund transfer or money transmitting service, from or on behalf of another person; or (c) any check, draft, or similar instrument that is drawn by or on behalf of another person and is drawn on or payable at or through any financial institution.

**ELECTRONIC COMMUNICATIONS.** By applying for membership in the Credit Union, You authorize Us to send You, from time to time, and to the extent permitted by applicable law, electronic communications regarding the status of any share, share draft, and/or term Account(s) You maintain with Us. You also authorize Us to send You electronic communications regarding any other accounts You may maintain with Us from time to time including, but not limited to, loan accounts, credit line accounts, and credit card accounts. These electronic communications are sometimes referred to as "transactional or relationship messages."

You authorize Us to contact You using any wireless, cellular, mobile or other telephone number You have provided to Us on Your membership application, and at any wireless, cellular, mobile or other telephone number You may furnish to Us or We may obtain for You in the future. We may contact You using any electronic means We choose, which may include but is not limited to, voice messages, text messages and other similar electronic methods of communication. If You have furnished Us with any e-mail address(es), You understand and agree that We may send You e-mail messages regarding Your Account(s) with Us from time to time. If You have or subsequently enter into any separate consent to receive electronic documentation form, any communications covered by such disclosure and consent shall be subject to the terms and conditions set forth in that disclosure and consent.

You understand that the nature of electronic communications is such that anyone with access to Your wireless, cellular, mobile or other telephonic device or e-mail may be able to read or listen to such transactional or relationship messages from Us, and You agree that any person or party sending or leaving such messages shall have no liability for any consequences resulting from the interception of such messages by any other party. Without limitation, You also agree that You are responsible to pay all costs that You may incur as a result of any contact method We choose including, but not limited to, charges for telecommunications, wireless and/or internet charges.

**GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Colorado, except to the extent that federal law controls.

## ACCOUNT DISCLOSURES

**THE FOLLOWING DISCLOSURES CONTAIN IMPORTANT INFORMATION AND THE TERMS AND CONDITIONS OF ANY ACCOUNT OR ACCOUNTS THAT YOU MAY HAVE WITH US. WHEREVER USED, "APY" MEANS ANNUAL PERCENTAGE YIELD.**

### SPECIFIC TERMS APPLICABLE TO YOUR BUSINESS SHARE SAVINGS ACCOUNT

**Fixed Rate Information.** This Account is subject to a Fixed Rate. For the current dividend rate and corresponding APY, refer to the separate page titled "Account Disclosure Rate Supplement" which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** The minimum balance required to open this Account is \$1.00.

**Transaction Limitations.** During any calendar month, You may not make more than six withdrawals from or transfers to another Credit Union Account of Yours or to a third party by means of a pre-authorized or automatic transfer or telephonic order or instruction, or by check, draft, debit card, if applicable, or similar order to a third party. If You exceed these limitations, Your Account may be subject to closure by the Credit Union.

**Additional Information.** You will be charged a fee for each excess withdrawal as specified on the accompanying Schedule of Fees and Charges.

### SPECIFIC TERMS APPLICABLE TO YOUR ORGANIZATION SHARE SAVINGS ACCOUNT

**Fixed Rate Information.** This Account is subject to a Fixed Rate. For the current dividend rate and corresponding APY, refer to the separate page titled "Account Disclosure Rate Supplement" which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** The minimum balance required to open this Account is \$1.00.

**Transaction Limitations.** During any calendar month, You may not make more than six withdrawals from or transfers to another Credit Union Account of Yours or to a third party by means of a pre-authorized or automatic transfer or telephonic order or instruction, or by check, draft, debit card, if applicable, or similar order to a third party. If You exceed these limitations, Your Account may be subject to closure by the Credit Union.

**Additional Information.** You will be charged a fee for each excess withdrawal as specified on the accompanying Schedule of Fees and Charges.

## ACCOUNT DISCLOSURES (continued)

### SPECIFIC TERMS APPLICABLE TO YOUR BUSINESS MONEY MARKET ACCOUNT

**Tiered Variable Rate Information.** This Account is subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to the accompanying Account Disclosure Rate Supplement which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** You must maintain an average daily balance at least equal to \$2,500.00 during each dividend period to earn the disclosed APY.

**Transaction Limitations.** During any calendar month, You may not make more than six withdrawals from or transfers to another Credit Union Account of Yours or to a third party by means of a pre-authorized or automatic transfer or telephonic order or instruction, or by check, draft, debit card, if applicable, or similar order to a third party. If You exceed these limitations, Your Account may be subject to closure by the Credit Union.

**Additional Information.** You will be charged a fee for each excess withdrawal as specified on the accompanying Schedule of Fees and Charges.

### SPECIFIC TERMS APPLICABLE TO YOUR IOLTA/COLTAF ACCOUNT

**Fixed Rate Information.** This Account is subject to a Fixed Rate. For the current dividend rate and corresponding APY, refer to the separate Account Disclosure Rate Supplement which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** No minimum balance requirements apply to this Account.

**Additional Information.** You understand that We will forward the dividends to the Colorado Lawyer Trust Account Foundations (COLTAF), on a monthly basis, subject to the terms and conditions of the separate agreement with COLTAF, and applicable law.

### SPECIFIC TERMS APPLICABLE TO YOUR BUSINESS CHECKING ACCOUNT

**Dividend Information.** No dividends are paid on this Account.

**Minimum Balance Requirements.** You must maintain a balance of \$1,000.00 in Your Account each day to avoid a fee.

**Transaction Limitations.** No transaction limitations apply to this Account.

### SPECIFIC TERMS APPLICABLE TO YOUR ORGANIZATION CHECKING ACCOUNT

**Dividend Information.** No dividends are paid on this Account.

**Minimum Balance Requirements.** No minimum balance requirements apply to this Account.

**Transaction Limitations.** No transaction limitations apply to this Account.

### SPECIFIC TERMS APPLICABLE TO YOUR BUSINESS INTEREST CHECKING ACCOUNT

**Fixed Rate Information.** This Account is subject to a Fixed Rate. For the current dividend rate and corresponding APY, refer to the accompanying Account Disclosure Rate Supplement which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** You must maintain a balance of \$15,000.00 in Your Account each day to avoid a fee.

**Transaction Limitations.** No transaction limitations apply to this Account.

### SPECIFIC TERMS APPLICABLE TO YOUR BUSINESS TIERED TIME DEPOSIT ACCOUNT

**Tiered Fixed Rate Information.** This Account is subject to a Tiered Fixed Rate. For the current dividend rate and corresponding APY, refer to the accompanying Account Disclosure Rate Supplement which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** For the minimum balance required to open this Account, refer to the accompanying Account Disclosure Rate Supplement. You must

maintain a daily balance at least equal to the minimum balance required to open Your Account during each dividend period to obtain the disclosed annual percentage yield and to keep Your Account open.

**Maturity Date.** Your Account will mature after the term indicated on the accompanying Account Disclosure Rate Supplement.

**Early Withdrawal Provisions.** We will impose a penalty if You withdraw any of the funds before the maturity date. The penalty imposed will equal 90 days' dividends.

**Renewal Policies.** Your Account will renew automatically at maturity. You will have a grace period of 10 calendar days following the Maturity Date to make withdrawals and/or deposits without penalty.

**Transaction Limitations.** Once Your Account is established, You may not make any additional deposits into or withdrawals from Your Account prior to the Maturity Date.

### SPECIFIC TERMS APPLICABLE TO YOUR BUSINESS TIME DEPOSIT ACCOUNTS

**Fixed Rate Information.** This Account is subject to a Fixed Rate. For the current dividend rate and corresponding APY, refer to the accompanying Account Disclosure Rate Supplement which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** For the minimum balance required to open this Account, refer to the accompanying Account Disclosure Rate Supplement. You must maintain a daily balance at least equal to the minimum balance required to open Your Account during each dividend period to obtain the disclosed annual percentage yield and to keep Your Account open.

**Maturity Date.** Your Account will mature after the term indicated on the accompanying Account Disclosure Rate Supplement.

**Early Withdrawal Provisions.** We will impose a penalty if You withdraw any of the funds before the maturity date. The penalty imposed will equal 90 days' dividends.

**Renewal Policies.** Your Account will renew automatically at maturity. You will have a grace period of 10 calendar days following the Maturity Date to make withdrawals and/or deposits without penalty.

**Transaction Limitations.** Once Your Account is established, You may not make any additional deposits into Your Account prior to the Maturity Date.

### GENERAL TERMS APPLICABLE TO ALL ACCOUNTS

**Member in Good Standing.** The Account services described in these Agreements and Disclosures are available to those members in good standing with the Credit Union. We reserve the right to suspend and/or terminate services to a member who is not in good standing, which includes members that have:

- a delinquent loan.
- a Business Share Savings balance below the \$1.00 minimum.
- an unresolved deposited returned check.
- unpaid and uncollected credit union fees.
- a negative balance on an account.
- caused a financial loss to the Credit Union.
- threatened, harassed, or abused any Credit Union member, board member, committee member, employee or agent.

**Minimum Balance Requirements.** To be a member and maintain Accounts with Us You must purchase one share in the Credit Union. The par value of a share in this Credit Union is \$1.00. If the balance in Your Account drops below one share (\$1.00), We may, at Our option, close Your Account.

**Nonsufficient Funds Returns.** Any share draft or pre-authorized transfer, or transaction made through the use of Your ATM or debit Card, or other electronic means, as is applicable (including any in-person transaction), that is presented to Us for payment on Your Account when Your Account lacks sufficient collected funds to pay any such item may, at Our option, be returned for nonsufficient funds or We may honor any such item and charge You a fee for doing so.

**Overdraft Balance Calculation.** When processing transactions that debit or credit Your Account, We start each Business Day with Your final Account balance from the preceding Business Day. The final balance takes into account all of the debit and credit transactions that were settled that Business Day pursuant to Our Funds Availability Policy, as well as any other debits or credits to Your Account that were finally settled that day, as described above in the "Deposit of Items" and "Collection and Processing of Items" sections of the Account Agreement. This starting balance

## ACCOUNT DISCLOSURES (continued)

at the beginning of a Business Day (the preceding Business Day's final balance) is sometimes referred to as Your "actual balance."

As credits and debits to Your Account are received by Us, We add them to and subtract them from Your actual balance. Examples of credits include, but are not limited to, electronic direct deposits, check deposits that have been fully and finally collected, ACH credits that have settled that day, and cash deposits made to one of Our tellers. Examples of debits include, but are not limited to, checks drawn on Your Account that are presented to Us for payment, electronic fund transfer (EFT) debit transactions (such as preauthorized payments and settled EFT debits), memo-posted EFT debits (EFT debits that We have authorized but which have not been settled), and Credit Union fees and charges. The result of this calculation at any given point in time is called Your "available balance."

For the purpose of determining whether an overdraft has occurred, We use Your available balance. First, We add all of the settled credit transactions to the beginning actual balance. Then, We subtract all of the debit transactions that settled that day. We also subtract all of the pending debit transactions. This determines the available balance for overdraft purposes. Each debit transaction that We process when Your Account has a negative available balance is an overdraft, subject to an overdraft charge.

Subject to applicable law, You are responsible for paying any overdraft fees and charges assessed in connection with Our payment of an overdraft, as well as any NSF fees charged to Your Account when We dishonor and return an item for non-sufficient funds. It is Your responsibility to know Your Account balance, and if You have any questions You should contact a Credit Union representative.

**Additional Transaction Limitations.** For all Accounts (except checking Accounts), the Credit Union reserves the right to require a member intending to make a

withdrawal to give written notice of such intent not less than seven days and up to 60 days before any such withdrawal.

**Withdrawal of Dividends Prior to Maturity.** For all time deposit Accounts, the Annual Percentage Yield assumes that dividends remain on deposit until maturity. A withdrawal will reduce earnings.

**Nature of Dividends.** Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

**Compounding and Crediting.** For all dividend-bearing Accounts, dividends will be earned daily for each day on which Your balance exceeds the minimum balance requirement for Your Account. The dividend period is monthly and dividends will be compounded daily and credited to Your Account monthly. You will not be paid any accrued but uncredited dividends at the time You close Your Account.

**Balance Computation Method.** For all dividend-bearing Accounts, dividends are calculated by the average daily balance method which applies a daily periodic rate to the average daily balance for the average daily balance calculation period. The average daily balance is determined by adding the full amount of the principal in Your Account for each day of the period and dividing that figure by the number of days in the period.

**Accrual on Noncash Deposits.** For dividend-bearing Accounts, dividends will begin to accrue on the business day that You place noncash items (e.g. checks) into Your Account.

**Fees and Charges.** Any fees and charges applicable to Your Account are disclosed separately in the "Schedule of Fees and Charges" provided in conjunction with these Agreements and Disclosures.

## ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE

**THIS IS YOUR ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE. IT INCLUDES NECESSARY STATEMENTS AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR ATM CARD OR MASTERCARD DEBIT CARD, OUR AUDIO RESPONSE SYSTEM ("SOOPERTELLER") AND OUR PERSONAL COMPUTER ACCOUNT ACCESS SYSTEM ("ONLINE BANKING"), OUR INTERNET ENABLED MOBILE SYSTEM ("MOBILE BANKING"), OUR TEXT MESSAGING ENABLED CELLULAR SYSTEM ("TEXT BANKING"), EACH WITH THEIR CORRESPONDING PERSONAL IDENTIFICATION NUMBER (PIN) OR ACCESS CODE, AND ANY CHECKS YOU AUTHORIZE TO BE PROCESSED ELECTRONICALLY ("E-CHECK").**

**ATM CARD, MASTERCARD DEBIT CARD, SOOPERTELLER, ONLINE BANKING, MOBILE BANKING, TEXT BANKING AND E-CHECK AGREEMENT.** This Agreement applies to any electronic fund transfer made to or from Your Account(s) by You or by any user who has access to Your Account with actual, apparent or implied authority for use of Your Account. Electronic fund transfers to and from Your Account can be made through the use of, but may not be limited to the following: (a) Your ATM and/or MasterCard Debit Card in Automated Teller Machines (ATMs) or at any place that it is honored including those transactions made through the use of the appropriate PIN in conjunction with Your Card; (b) Our SooperTeller Audio Response system; (c) Our Online Banking Personal Computer Account Access System; (d) Our Mobile Banking Internet Enabled Mobile System; (e) Our Text Banking Text Messaging Enabled Cellular System; and (f) any check which You authorize the payee to process electronically. An electronic fund transfer is any transfer of funds which is performed through the use of Your Card, Our SooperTeller Audio Response System, Our Sooper Online Banking Personal Computer Account Access System, Our Mobile Banking Internet Enabled Mobile System, Our Text Banking Text Messaging Enabled Cellular System, E-Check or other electronic device. You understand that Your Card and any Personal Identification Numbers (PINs) or Access Codes are issued by Us and are not transferable. The use of Your Card, PIN and/or any other Account access device is subject to the following terms. You agree: (a) to abide by Our rules and regulations as amended related to the use of Your Card, PIN and/or other Account access device; (b) that We may follow all instructions given to Machines; (c) not to use Your Card for illegal transactions including, but not limited to, advances made for the purpose of gambling and/or wagering where such practices are in violation of applicable state and/or federal law; and (d) that each withdrawal by You or by any authorized user of Your Card or PIN may be charged to Your Share or Share Draft Account, as appropriate, and will be treated as though it were a share withdrawal except that: (1) We may charge withdrawals to Your Share Account in any order We determine; and (2) We cannot honor stop payment requests on ATM and POS withdrawals.

We may, but are under no obligation to do so, process an Electronic Fund Transfer that exceeds the balance in Your share and/or share draft Account. In the event that any such transfer occurs, You agree to immediately pay Us the overdrawn amount and to the extent permitted by law, any associated fees and charges.

**ISSUANCE OF PERSONAL IDENTIFICATION NUMBERS AND ACCESS CODES.** You will be issued separate Personal Identification Numbers (PINs) to be used in conjunction with ATM Card and MasterCard Debit Card transactions and separate Access Codes to be used in conjunction with SooperTeller, Online Banking, Mobile Banking and Text Banking transactions. Your use of Your PIN or Access Code is

Your authorization to Us to withdraw funds from Your share Account or Your share draft Account to cover such transactions.

**OTHER AGREEMENT.** If electronic funds transfer transactions involve other agreements You have with Us, the terms of those agreements will apply as well.

**BUSINESS DAYS.** Every day is a business day except Saturdays, Sundays and holidays.

**DELAYED FUNDS AVAILABILITY NOTICE.** Subject to Our Delayed Funds Availability Policy, deposits made at Sooper Credit Union locations may not be posted to Your Account until they are received and verified by Us. All deposited items are removed from machines each business day. We are not responsible for delays in deposit posting due to improper identification on the deposit envelope. See Our Funds Availability Policy Disclosure for Our policy regarding the availability of Your deposits.

### TYPES AND LIMITATIONS OF SERVICES

**ATM CARD TRANSACTIONS.** You may use Your Card in conjunction with Your PIN in ATMs and/or such other machines or facilities as We may designate to: (a) withdraw cash from Your designated share or share draft Account(s); (b) transfer funds between Your designated share or share draft Account(s); (c) learn the balances in Your designated share or share draft Account(s); and (d) make deposits to Your designated share or share draft Account(s).

You may also use Your Card to make Point of Sale (POS) withdrawals from Your share draft Account and to purchase goods and services at any location where the Card is accepted. If You do use Your Card for such transactions, You authorize Us to withdraw funds up to the available balance of Your Account(s) to cover any such transactions, provided You have available funds.

**MASTERCARD DEBIT CARD TRANSACTIONS.** You may use Your Card in conjunction with Your PIN in ATMs and/or such other machines or facilities as We may designate to: (a) withdraw cash from Your designated share or share draft Account(s); (b) transfer funds between Your designated share or share draft Account(s); (c) learn the balances in Your designated share or share draft Account(s); and (d) make deposits to Your designated share or share draft Account(s).

You may also use Your Card to make Point of Sale (POS) withdrawals from Your share draft Account and to purchase goods and services at any location where the

## ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE (continued)

Card is accepted. If You do use Your Card for such transactions, You authorize Us to withdraw funds up to the available balance of Your Account(s) to cover any such transactions, provided You have available funds.

**SOOPERTELLER TRANSACTIONS.** You may use SooperTeller in conjunction with Your Access Code to make the following types of transactions: (a) telephone transfers of funds between Your designated share and share draft Accounts; (b) make check withdrawals from Your share and share draft Accounts with Us; (c) obtain advances on lines of credit that You have with Us; (d) except for mortgage loans, make payments on Your loan Accounts that You may have with Us from Your share and share draft Accounts; (e) inquiries on share and loan balances with Us; and (f) miscellaneous inquiries on Credit Union services that affect Your Account. SooperTeller operates 24 hours every day. If You attempt to use the system and are told that "the system is not available," please call back later when service is restored.

**ONLINE BANKING TRANSACTIONS.** At the present time, You may use Online Banking in conjunction with Your Access Code and a personal computer for the following services: (a) transfer funds between Your share and share draft Accounts; (b) make check withdrawals from Your share and share draft Accounts with Us; (c) obtain advances on lines of credit that You have with Us; (d) except for mortgage loans, make payments on Your loan Accounts that You may have with Us from Your share and share draft Accounts; (e) inquiries on share and loan balances with Us; and (f) miscellaneous inquiries on Credit Union services that affect Your Account.

You may also use Your Access Code and Our Online Banking Personal Computer Account Access System to access the Bill Payment feature. You may use the Bill Payment feature to issue payments in amounts up to \$9,999.99 on Your behalf, except to the extent that such payments are for governmental agencies, state and local taxing authorities, court-ordered payment and/or addresses outside the United States of America. You authorize Us to post any such payments requested by You to Your Account(s). Payments requested by You will be made either by check or electronic transfer and may take as long as five business days to be sent to the payee. If You schedule a payment to be paid before 3:00 p.m. Mountain Time on a business day that We are open, We will consider that day to be the day of Your request. However, if You schedule a payment to be paid after 3:00 p.m. Mountain Time or on a day We are not open, We will consider that the request was made on the next business day We are open. The Credit Union cannot guarantee the time any payment will reach any of Your creditors and accepts no liability for any service fees or late charges incurred by You. You may cancel a transaction scheduled for a future date only if We receive Your request for cancellation in time to stop the identified transaction. If You request such a cancellation and We are unable to process Your request, We will (but are under no obligation to do so) attempt to notify You prior to the posting of that transaction. You agree that once You have initiated a transaction, the Credit Union will have no liability for failure to fulfill Your request for stop payment.

**MOBILE BANKING TRANSACTIONS.** At the present time, You may use Mobile Banking in conjunction with Your Access Code and an internet enabled mobile computing device (e.g. smartphone or tablet) for the following services: (a) transfer funds between Your share and share draft Accounts; (b) take advances on Your line of credit with Us; (c) make loan payments from Your share and share draft Accounts; and (d) miscellaneous inquiries on Credit Union services that affect Your Account.

You may also use Your Access Code and Our Internet Enabled Mobile System to access the Bill Payment feature. You may use the Bill Payment feature to issue payments in amounts up to \$9,999.99 on Your behalf, except to the extent that such payments are for governmental agencies, state and local taxing authorities, court-ordered payment and/or addresses outside the United States of America. You authorize Us to post any such payments requested by You to Your Account(s). Payments requested by You will be made either by check or electronic transfer and may take as long as five business days to be sent to the payee. If You schedule a payment to be paid before 3:00 p.m. Mountain Time on a business day that We are open, We will consider that day to be the day of Your request. However, if You schedule a payment to be paid after 3:00 p.m. Mountain Time or on a day We are not open, We will consider that the request was made on the next business day We are open. The Credit Union cannot guarantee the time any payment will reach any of Your creditors and accepts no liability for any service fees or late charges incurred by You. You may cancel a transaction scheduled for a future date only if We receive Your request for cancellation in time to stop the identified transaction. If You request such a cancellation and We are unable to process Your request, We will (but are under no obligation to do so) attempt to notify You prior to the posting of that transaction. You agree that once You have initiated a transaction, the Credit Union will have no liability for failure to fulfill Your request for stop payment.

You may also use the Internet Enabled Mobile System to access the remote deposit capture system to initiate the deposit of checks into Your share and share draft Account(s) You have with Us by using an internet enabled mobile computing device (e.g. smartphone or tablet), an imaging application/device, special software and an Access Code and/or User ID. You understand and agree that the remote deposit of items into Your deposit accounts with Us through use of the remote deposit capture system is not subject to the Electronic Fund Transfer Act (15 U.S.C. § 1693 et seq.)

or Regulation E (12 CFR 1005.1 et seq.). The remote deposit of items into Your designated deposit accounts with Us is instead governed solely by the terms and conditions set forth in the separate remote deposit capture agreement.

**TEXT BANKING TRANSACTIONS.** At the present time, You may use Text Banking in conjunction with Your Access Code and a text messaging enabled cellular phone for the following services: (a) transfer funds between Your share and share draft Accounts; (b) take advances on Your line of credit with Us; (c) make loan payments from Your share and share draft Accounts; and (d) miscellaneous inquiries on Credit Union services that affect Your Account.

**E-CHECK TRANSACTIONS.** You may authorize a merchant or other payee to make a one-time electronic payment from Your checking Account using information from Your check ("E-Check") to: (a) pay for purchases; or (b) pay bills.

**OWNERSHIP OF ACCESS DEVICES.** Your Card and/or any other Account access device will remain Our property and any such Card or other Account access device We may issue may be cancelled or its use restricted by Us at any time without notice, except as may be required by applicable law. You agree to surrender any such Card and/or access device and to discontinue its use immediately upon Our request. You will be required to return any Account access device(s) to Us immediately upon the closing of Your Account.

**NOTIFICATION OF PRE-AUTHORIZED DEPOSITS.** If You have arranged to have direct deposits made to Your Account at least once every 60 days (from the Federal government or other payor), You can call Us at the telephone number shown in this Agreement to find out whether or not the deposit has been made. You may also inquire through SooperTeller, Online Banking, Mobile Banking and Text Banking.

**RIGHT TO STOP PRE-AUTHORIZED PAYMENTS.** If You want to stop any pre-authorized payments, call Us at the telephone number shown in this Agreement or write Us at the address shown in this Agreement in time for Us to receive Your stop payment request three business days or more before the payment is scheduled to be made. If You call, We may also require You to put Your request in writing and get it to Us within 14 days after You call. To be sure that a third party does not bill You again for the "stopped" payment or to cancel the entire pre-authorized payment arrangement, contact the third party.

To ensure that recurring preauthorized charges established and authorized by You are not interrupted in the event that Your Card or other Access Device is reissued, We may, but are under no obligation to do so, enroll Your account in automatic account information update services that communicate new Card/Access Device information to the service providers with whom You have established preauthorized recurring charges, the purpose of which is to ensure charges You authorize continue without interruption.

**NOTICE OF VARYING AMOUNTS.** If regular pre-authorized payments may vary in amount, the person You are going to pay will tell You, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that You set.

**OUR LIABILITY FOR FAILURE TO STOP PAYMENT.** If You order Us to place a stop payment on one of Your pre-authorized payments three business days or more before the transfer is scheduled, and We do not do so, We will be liable for losses or damages, to the extent provided by law.

**TRANSACTION SLIPS.** You can get a receipt at the time You make any transaction to or from Your Account (except Online Banking, Mobile Banking, Text Banking, telephonic and mail-in transactions, and certain small-value transactions). When an electronic transfer has been made during any given month, You will receive a monthly statement to reflect all electronic fund transfers to or from Your Account during that statement period. In any case, You will receive a statement at least quarterly.

**FEES.** We may assess reasonable charges against Your Account for transactions performed at electronic terminals. If so, We will specify any charges for these or other types of electronic transactions, including automatic transfers, on an accompanying pricing document. We will explain the charges to You when You open Your Account. You will be provided with a fee schedule, SooperTeller, Online Banking, Mobile Banking and Text Banking information after Your Account is established. When You use an ATM not owned by Us, You may be charged a fee by the ATM operator, or any network used, and You may be charged a fee for a balance inquiry even if You do not complete a fund transfer.

**LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS.** If We do not properly complete a transaction to or from Your Account according to this Agreement, We will be liable for Your losses or damages. However, We will not be liable if: (a) Your Account does not contain enough available funds to make the transaction through no fault of Ours; (b) the ATM where You are making the transfer does not have

## ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE (continued)

enough cash; (c) the terminal was not working properly and You knew about the breakdown when You started the transaction; (d) circumstances beyond Our control prevent the transaction despite reasonable precautions that We have taken; (e) Your Card is retrieved or retained by an ATM; (f) Your Card or PIN has been reported lost or stolen and We have blocked the Account; (g) the money in Your Account is subject to legal process or other claim; (h) there are other lawful exceptions established by Us and You are given proper advance notice of them; and (i) You exceed any limits on Your Account.

**LIABILITY FOR UNAUTHORIZED USE.** Telephone Us at once at (303) 427-5005, or write to Us at the address shown in this Agreement if You believe Your Card or PIN have been lost or stolen, or if You believe that an electronic fund transfer has been made without Your permission using information from Your check. Telephoning is the best way of keeping Your possible losses down. You could lose all of the money in Your Account (plus Your maximum overdraft line of credit, if applicable).

**IN CASE OF ERRORS OR IF YOU HAVE QUESTIONS ABOUT ELECTRONIC TRANSFERS.** Telephone Us at (303) 427-5005, or write to Us at the address shown in this Agreement as soon as You can, if You think Your statement or receipt is wrong or if You need more information about a transaction listed on the statement or receipt. We must hear from You no later than 60 days after We send You the first statement on which the problem or error appeared.

- (1) Tell Us Your name and Account number.
- (2) Describe the error or the transfer You are unsure about, and explain as clearly as You can why You believe it is an error or why You need more information.
- (3) Tell Us the dollar amount of the suspected error.

If You tell Us orally, We may require that You send Us Your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after We hear from You and will correct any error promptly. If We need more time, however, We may take up to 45 days to investigate Your complaint or question. If We decide to do this, We will credit Your account within 10 business days for the amount You think is in error, so that You will have the use of the money during the time it takes Us to complete Our investigation. If We ask You to put Your complaint or question in writing and We do not receive it within 10 business days, We may not credit Your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, We may take up to 90 days to investigate Your complaint or question. For new accounts,

We may take up to 20 business days to credit Your account for the amount You think is in error.

We will tell You the results within three business days after completing Our investigation. If We decide that there was no error, We will send You a written explanation. You may ask for copies of the documents that We used in Our investigation.

**UNAUTHORIZED TRANSFERS.** To report a lost or stolen Card, PIN, Access Code or any combination thereof, You will call Us at the telephone number shown in this Agreement. You may also report the loss of a Card, PIN, Access Code or any combination thereof, by writing to Us at the address shown in this Agreement. You should also call the number or write to the address listed above if You believe a transfer has been made using the information from Your check without Your permission.

**FOREIGN TRANSACTIONS.** For transactions initiated in foreign countries and foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. dollars) will be: (a) a rate selected by MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MasterCard itself receives; or (b) the government-mandated rate in effect for the applicable central processing date. Transactions initiated via the internet with merchants or other parties located outside of the United States of America are deemed to occur in the foreign country where the merchant or other party is located.

**DISCLOSURE OF ACCOUNT INFORMATION.** We may disclose information to third parties about Your Account or transfers You make: (1) when it is necessary to complete an electronic transaction; or (2) in order to verify the existence and conditions of Your Account for a third party such as a credit bureau or merchant; or (3) in order to comply with a government agency or court order, or any legal process; or (4) if You give Us written permission.

**TERMINATION.** We may terminate Your right to use Your Card, PIN or Access Code, or cancel this Agreement at any time upon written notice. You may request termination of these services in writing.

**CHANGE IN TERMS.** We may change the terms and charges for the services shown in this Agreement and may amend this Agreement from time to time upon proper notice to You.

**GOVERNING LAW.** This Agreement is controlled and governed by the laws of the State of Colorado except to the extent that such laws are inconsistent with controlling federal law.

## FUNDS AVAILABILITY POLICY DISCLOSURE

**THIS DISCLOSURE DESCRIBES YOUR ABILITY TO WITHDRAW FUNDS FROM TRANSACTION ACCOUNTS AT SOOPER CREDIT UNION. YOU SHOULD ALSO REFER TO THE SECTION OF THESE AGREEMENTS AND DISCLOSURES THAT DESCRIBES THE DETAILS OF YOUR SPECIFIC ACCOUNT TYPE FOR ADDITIONAL INFORMATION.**

**General Policy.** Our general policy is to make funds from Your deposits of cash and checks (drawn on or payable through a Federal Reserve Bank or a Federal Home Loan Bank, the Treasury of the United States, or an office of a bank located in the United States) available to You on the 1st business day after 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 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 prior to closing, We will consider that day to be the day of Your deposit. However, if You make a deposit after closing or on a day that We are not open, We will consider the deposit made on the next business day We are open.

**Longer Delays May Apply.** In some cases, We will not make all the funds You deposit by check available to You on the 1st business day after We receive Your deposit. Depending on the type of check You deposit, funds may not be available until the 2nd business day following the day of Your deposit. However, the first \$225.00 from a deposit of such checks, will be available on the 1st business day after the day of Your deposit.

If We are not going to make all the funds from Your deposit available on the 1st business day after We receive Your 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 decided 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. Any request for payment against funds on which a hold has been placed will be returned unpaid.

In addition, funds You deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check You deposit will not be paid.
- You deposit checks totaling more than \$5,525.00 on any one day.
- You deposit a check that has been returned unpaid.
- You have overdrawn Your Account repeatedly in the last six months.
- 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 7th business day after the day of Your deposit.

In any case, We reserve the right to refuse an item for deposit or encashment.

**ATM Deposits.** If You make an ATM deposit prior to closing, We will consider that day to be the day of Your deposit. However, if You make an ATM deposit after closing or on a day that We are not open, We will consider the deposit made on the next business day We are open. For deposits made at Automated Teller Machines (ATMs) owned and operated by Sooper Credit Union, deposits subject to delayed availability will become available for withdrawal on the 2nd business day after the day of deposit.

For deposits made at Automated Teller Machines (ATMs) not owned and operated by Sooper Credit Union, deposits subject to delayed availability will become available for withdrawal on the 5th business day after the day of deposit. All ATMs that We own or operate are identified as Our machines.

**Special Rules for New Accounts.** If You are a new member, the following special rules will apply during the first 30 calendar days Your Account is open. Funds from

## ACCOUNT AGREEMENT (continued)

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 cashier's, certified, teller's, and federal, state, and local government checks will be available on the 1st business day after the day of Your deposit if the deposit meets certain conditions. For example, the checks must be payable to You. The excess over \$5,525.00 will be available on the 9th business day after the day of Your deposit. If Your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of Our employees, the first \$5,525.00 will not be available until the 2nd business day after the day of Your deposit. Funds from all other check deposits will be available on the 9th business day after the day of Your deposit.

**Holds on Other Funds.** If We cash a check for You that is drawn on another institution, We may withhold the availability of a corresponding amount of funds that are already in Your Account. Those funds will be available to You at the time that the funds from the check We cashed for You would have been available if You had deposited it. If We accept for deposit a check that is drawn on another 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 policy for the type of check that You deposited.

**Foreign Checks.** This Funds Availability Policy Disclosure does not apply to checks drawn on foreign banks in foreign countries ("Foreign Checks"). The availability of funds from Your deposits of Foreign Checks will generally be the period of time necessary to collect the funds from the financial institution from which it is drawn.

**Location of Check Endorsements.** Federal law requires all check endorsements to be in the first 1-1/2 inches of the trailing edge of the back of the check. The trailing edge is opposite the left side of the face of the check, the side of the check just behind Our address. You will be responsible for any costs incurred by Us due to delays in returning checks deposited into Your Account that do not comply with the endorsement standards.

**Dividend Payment Policy.** See the Account Disclosures section in these Agreements and Disclosures for Our policy on the payment of dividends.

## WIRE TRANSFER AGREEMENT

**THESE ARE THE TERMS AND CONDITIONS WHENEVER YOU REQUEST A WIRE TRANSFER OF FUNDS FROM YOUR ACCOUNT(S) WITH US BASED UPON YOUR WRITTEN REQUEST. WE WILL PROVIDE WIRE TRANSFER SERVICES AS A MEANS TO INITIATE DOMESTIC AND INTERNATIONAL TRANSFERS FOR YOU, SUBJECT TO THE TERMS OF THIS AGREEMENT, WHICH YOU AGREED TO BY SIGNING YOUR APPLICATION FOR MEMBERSHIP WITH US AT THE TIME THAT YOUR ACCOUNT WAS ESTABLISHED.**

This Wire Transfer Agreement applies to wire transfers that are not "Remittance Transfers" as defined in the Electronic Fund Transfer Act (15 U.S.C. 1693o-1) and Regulation E, Subpart B (12 CFR 1005.30 *et seq.*).

We are authorized to charge Your Account for the payment of wire transfer requests. If more than one Account(s) is designated, We may charge any of the designated Accounts unless You give Us specific written directions otherwise. Your transfer requests may involve the transfer of funds from any of Your designated Accounts with Us to another account You have with Us, to any other financial institution, or to a third party or account of a third party maintained with Us or any other financial institution. There are no restrictions or limitations on the amounts which may be ordered or requested, or on the location or address of the beneficiary of a transfer unless You give Us written instructions to the contrary.

The party(ies) named in Your application for membership are the Authorized Persons who may issue payment orders to Us for the initiation of wire transfers or to receive telephone calls from Us, in accordance with this Agreement, for the purpose of confirming payment orders for the initiation of wire transfers which have been transmitted to Us under this Agreement for any Account designated in Your application for membership. For confirmation purposes, We may call any party designated in Your application for membership. If more than one Authorized Person is named, any one of them may issue payment orders on any designated Account.

Wire transfer requests must be given to Us in compliance with Our cut-off hours as established from time to time by Us. We are not responsible for the accuracy of a routing number which You supply in Your wire transfer request. Wire transfer requests received by Us after Our cut-off hours may be treated as if received on the following business day.

We have no obligation to accept or execute any wire transfer request. We will provide You notice of rejection.

If We accept a wire transfer request consistent with this Agreement, You agree that any such transfer requests which We receive are effective as Your transfer request, whether or not authorized.

You will have no right to cancel or amend a payment order to initiate a wire transfer after We receive it. We will make a reasonable effort to act on a cancellation or amendment of a payment order made by You prior to the time that We execute such payment order, but We have no liability if Your cancellation or amendment is ineffective.

You agree to re-execute this Agreement or to execute a new agreement if changes are necessary. Your application for membership designates any Account which may be charged in relation to wire transfer requests. All parties which You have authorized to issue wire transfer requests or to receive telephonic confirmations from Us are identified in Your application for membership. All modifications or additions to Your application for membership must be in writing.

You agree to pay Us the amount of any transfer request which We transmit pursuant to this Agreement when We execute a payment order to carry out Your wire transfer request. You will not make any wire transfer request which would cause You to exceed the available balance in the Account designated to pay the transfer request. If a payment order is executed which creates an overdraft, with or without Our prior

consent, You agree to pay Us the overdraft amount and any overdraft fee immediately upon Our demand. We have the right to set-off the amount of any overdraft against the balance in any of Your accounts with Us and We may exercise any rights We have under any agreements which grant Us security for the payment of Your liabilities or obligations to Us.

You understand and agree that the payment of a wire transfer request may be made by Us or any other financial institution used to carry out the transfer request on the basis of an identifying or account number which You have provided for a beneficiary, even if the number identifies a person different from Your intended beneficiary. You also understand and agree that We or any other financial institution used to carry out a transfer request, may rely on the identifying number of the intermediary or beneficiary's financial institution which You have provided as the proper identification of the intermediary or beneficiary's financial institution, even if the number identifies a financial institution different from the one You intended to identify. We or any other financial institution are not responsible for determining whether any identifying or account numbers You have provided to initiate a wire transfer are accurate. You will be liable to Us for the amount of any transfer request even if payment of the transfer request is made to a person different from the named beneficiary based upon the beneficiary's identifying or account number provided by You or payment of the transfer request is made to a financial institution different from the one identified by name based on the identifying number which You have provided to Us.

You agree to examine any statement or confirmation which We send You and to notify Us within 30 days after the mailing date on any statement or confirmation, of any discrepancy or error. If You fail to notify Us of any discrepancy or error within the required time period, You agree that We are not liable to pay interest or reimburse You for any discrepancy or error in relation to a transfer request described in such statement or confirmation.

You and the Credit Union agree that the following specified security procedures represent a commercially reasonable method of providing security against unauthorized payment orders: (a) Only individuals named in Your application for membership shall issue wire transfer requests to Us; and (b) We reserve the right to telephonically contact any individual named in Your application for membership for the purpose of confirming a transfer request, regardless of amount, although We have no obligation to do so. If We cannot obtain a confirmation satisfactory to Us, then We reserve the right to refuse to honor any wire transfer request.

We have no responsibility to verify the identity of any party identifying themselves as an individual authorized to receive a telephonic confirmation of any wire transfer request, other than to verify that the name given by such party corresponds to a party named in Your application for membership. If, for any reason, We are not satisfied that a wire transfer request was issued by an authorized party or confirmed by an authorized party, We may refuse to execute the transfer request. If We do so, We shall not incur any liability of any nature. You agree to prevent disclosure, other than on a need-to-know basis, of any of the aspects of the security procedures which You have agreed to with Us. You will notify Us immediately if You believe the confidentiality of the security procedures has been compromised and You shall act to prevent the security procedures from being further compromised.

We have no liability of any nature for delays or mistakes, provided We act in good faith and with reasonable care. We are not responsible for delays or mistakes caused by other parties through whom We transmit funds whether such other parties were



## WIRE TRANSFER AGREEMENT (continued)

selected by You or Us. We are not required to make a wire transfer on the day a wire transfer request is received, unless the wire transfer request is received within a reasonable time before any cut-off hour We have established. We will generally use the funds transfer system, but We may use any means and routes that We, in Our sole discretion, consider suitable for the transmission of funds.

You agree that We have no liability and are not responsible for any delay or failure to transfer any amount specified in any wire transfer request because of rules, regulations, or policies of the Federal Reserve Board which limits, in the aggregate, the amount We can transfer from time to time during any business day, provided, however, that We will promptly notify You of any such failure or delay and will effectuate the transfer as soon as is reasonably possible.

We shall have no liability whatsoever for any special, consequential, punitive, or indirect loss or damage suffered by You in connection with services offered by Us which are subject to this Agreement, regardless of whether We know or should have known such damages might be incurred. We have no responsibility for any attorneys' fees that You might incur.

We may terminate this Agreement at any time by giving written notice to You. Unless We terminate this Agreement, the Agreement shall remain in effect until We receive written notice of termination from You and have been afforded a reasonable

opportunity to act on Your termination notice. You may not assign this Agreement to any other party.

This Agreement is governed by the provisions of Regulation J, 12 CFR Part 210, Subpart B, including the Appendices, to the extent that any wire transfer request is carried out. Terms which are not defined in this Agreement shall have the same meaning as defined in the Uniform Commercial Code Article 4A. This Agreement is also subject to all applicable Operating Circulars of the Federal Reserve Bank in the district in which We are located and any other applicable provisions of federal or state law. To the extent that Regulation J does not apply to this Agreement, this Agreement shall be governed by the laws of the state in which We are chartered.

We may amend this Agreement, from time to time, by sending You a copy of any amendment at least 30 days prior to its effective date. This Agreement may also be amended by a writing signed by You and Us. No representation or statement not expressly contained in this Agreement or in any amendment shall be binding upon You or Us.

If any provision of this Agreement is prohibited by applicable law, such prohibition shall apply only to that provision and all other provisions of the Agreement shall remain in full force and effect.