TERMS AND CONDITIONS OF YOUR ACCOUNT

Customer Identification Requirements - in accordance with Section 326 of the USA PATRIOT Act, Signed October 26, 2001, Mazuma Credit Union is required to obtain a copy of the photo identification of any new or existing account owner(s) and in identifying signatory individuals added to any account. In some cases, identification will be requested for individuals who were Members prior to the effective date of the customer identification requirements because original documentation was not obtained at account opening or is unable to form a reasonable belief that it knows the true identity of the existing customer. In all cases, we will protect our Members’ identity and confidentiality.

AGREEMENT - This document, along with any other documents we give you in connection with your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, charges, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the State of Kansas and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary from such rules or laws). Any suit involving any dispute or matter arising under this Agreement may only be brought in the United States District Court for the District of Kansas or any Kansas State court having jurisdiction over the subject matter of the dispute or the matter.

State and federal law that governs our relationship with you, however, is too large and complex to reproduce here. The purpose of this document is to:

(1) summarize some of our rules that apply to your account(s);
(2) establish rules to cover transactions or events which the law does not regulate;
(3) establish rules for certain transactions or events which the law regulates but permits variations from our standard agreement; and
(4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words “we,” “our,” and “us” mean the financial institution and the words “you” and “your” mean the account holder(s) and any other transaction with us.

Bylaws - Our bylaws, which we may amend from time to time, establish basic rules about our credit union policies and operations which affect your account and membership. You may obtain a copy of the bylaws on request. Our right to require you to give us notice of your intention to withdraw funds from your account is described in the bylaws. Unless we have agreed otherwise, you are not entitled to receive any original item after it is paid, although you may request that we send you an item(s) or a copy of an item(s).

Dividends are based on current earnings and available earnings of the credit union, your presence.

Payment types - An electronic check conversion transaction is a transaction where a check or similar item is either remitted before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

Checks and withdrawal rules - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than $500.

Withdrawals - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier’s check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

Multiple of another check, check conversion, and similar transactions - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions, the check or similar item is either remitted before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures or otherwise, you waive any requirement of multiple signatures.

Payment types - Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. All these payment types can use different routing numbers and settlement may take place on the same day. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account. We recommend that you keep up to date with account activity and use the “Payment order of items” subsection below.
review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online, accessing your account information by phone, or coming into one of our branches.

**Funds availability** - Knowing when funds you deposit into your checking account will be available for withdrawal is an important concept that can help you avoid being assessed fees or charges. Please see our funds availability disclosure for information on when different types of deposits will be made available for withdrawal. For those accounts to which our funds availability policy does not apply, deposits do not count as available balance when determining whether your account has sufficient funds. If a deposit will be returned after the funds of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of funds available for withdrawal by deducting any prior deposits or credits to your account and then deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

A temporary debit authorization hold affects your account balance - Balance Calculation: Your consumer checking account has two kinds of balances: the "collected" balance and the "available" balance. Both can be checked when you review your account online, by calling the Credit Union, or by visiting 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.

Your collected balance is the amount of money that is actually on deposit in your account at any given time based on transactions that have "posted" to your account.

The "collected" balance does not include transactions that have been authorized and are pending. The "collected" balance reflects certain holds on your collected balance and the amount of any previous hold on your account balance, usually in cases of suspected fraud, Regulation CC hold, or pledge holds, but does not reflect any holds that have been placed on your account by a merchant or payee. For example, if you have a Visa debit card, Visa will place a temporary hold on your account that is available to pay items presented against the account. Any purchases, holds, fees, other charges, or deposits made on your account that have not yet posted will not appear on your collected balance. For example, if you used your debit card to buy lunch for $20 (without a tip), then the merchant could ask us to pre-authorize the payment. In that case, we will put a "hold" on your account for $20. Your collected balance would be $50. If that transaction has not yet posted, but your available balance would be $30 because we have been notified that there will be a $20 charge to the restaurant. When the restaurant submits its charge for payment (which could be a few days later and then include a tip), we will post the transaction to your account and your collected balance will be reduced by the amount of the charge to the restaurant (20 plus any tip). The $20 hold will be released around the same time, but not necessarily at exactly the same time. On debit card purchases, merchants may request a temporary hold on your collected balance that is equal to the amount of the temporary hold may be more or less than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, rental cars, and hotel rooms.

In this case, we will post a charge for $45.00. That charge does not reflect the amount of the charge to the restaurant (20 plus any tip). The $20 hold will be released around the same time, but not necessarily at exactly the same time. On debit card purchases, merchants may request a temporary hold on your collected balance that is equal to the amount of the transaction. When this happens, our processing system cannot determine that the amount of the hold may be different than the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold.

If another transaction is attempted for an amount greater than the funds left after the deduction of the temporary hold amount, that transaction will be a nonsufficient funds (NSF) transaction if we do not pay it or an overdraft transaction if we do pay it. It is important that you understand that, because your available balance may or may not reflect transactions that you have authorized but that have not yet been paid, a transaction could still result in an overdraft even if your available balance appears sufficient for the transaction at the time you make it. If, at the time a transaction is attempted, you have not yet authorized to cover the transaction, the transaction will result in an overdraft regardless of whether your available balance appeared sufficient at the time you made the transaction. The best way to avoid an overdraft is to overdraft your account is set up will help you to know what other transactions might still post against your account. For information about how and when we process these different payment types, see the "Payment order of items" subsection below.

**Balance information** - Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online, accessing your account information by phone, or coming into one of our branches.

**Funds availability** - Knowing when funds you deposit into your checking account will be made available for withdrawal is an important concept that can help you avoid being assessed fees or charges. Please see our funds availability disclosure for information on when different types of deposits will be made available for withdrawal. An item may be returned after the funds of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of funds available for withdrawal by deducting any prior deposits or credits to your account and then deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

**Payment order of items** - The law permits us to pay items (such as checks or drafts) drawn on your account in any order. To assist you in handling your account with us, we are providing you with the following information regarding how we process the items that you write. When processing items drawn on your account, our policy is to pay the lowest check number first. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, (1) return the item (creating an overdraft) or return the item (NSF). Merchants or payees may present an item multiple times for payment if the initial presentment is returned due to insufficient funds or other reason. Each presentation of the account, such as collection and presentation and you will be charged a fee each time an item of the particular transaction is presented against insufficient funds. The amounts of the overdraft and NSF fees are disclosed elsewhere. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring resulting fees. In Missouri, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Joint Account - With Survivorship (And Not As A Tenancy By The Entirety Or As Tenants In Common)** - In this account, there is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

**Revocable Trust Account (not subject to the Nonprobate Transfers Law of Missouri)** - If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more of you create such an account, you own the account as joint tenants with survivorship and not as tenants in common.

**Joint Account - With Survivorship (And Not As Tenants In Common)** - In this account, there is an account in the name of one person. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account as joint tenants with survivorship and not as tenants in common.

**Revocable Trust Account (not subject to the Nonprobate Transfers Law of Missouri)** - If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account as joint tenants with survivorship and not as tenants in common.
We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. When you place your stop-payment order we will tell you what information we need to stop payment. This information must be exact, complete, and must be given to us according to the specific delivery instructions on every item you order. If your information is not exact your order will not be effective and we will not be responsible for failure to stop payment. You may stop payment on any item drawn on your account whether you sign the item or someone on your behalf signs it for you. If you order us to stop payment, we will incur a cost or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys’ fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal action we may take against the payee or any other holder of the item. If anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

TELEPHONE TRANSFERS - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account are described elsewhere.

AMENDMENTS AND TERMINATION - We may change our bylaws and any term of this agreement. Rules governing changes in rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes we will give you reasonable notice in writing or by any other method prescribed by law. We may change any of the terms of this agreement when your Union terminates, or by giving reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may not be paid. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items and charges to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or the existence of your account, the notice may be more effective if given to you by telephone. If the notice is given after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. At our option, we may send you written notice or we may provide electronic mail or telephone notice in accordance with the terms of this agreement. As outlined in our Member Conduct Policy, we may close your account for inappropriate or abusive behavior either in person or through other avenues such as telephone or email communications. If we have notified you of an error in the account, notice of an account closure may be provided after the closure of the account and the notice after the effective date of the change, you have agreed to the new term(s).

NOTICES - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if required. You must give us reasonable notice in time to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Alternatively, for written notices that we provide to you in electronic format, the notice is effective when we upload it to your online banking account or make it available to you via a some other electronic channel. Notice to any of you is notice to all of you.

STATEMENTS - Your duty to report unauthorized signatures, alterations and forgeries - You must examine your statement of account with reasonable promptness for any errors or discrepancies. If you discover or are made aware of any information other than what is encoded in magnetic ink. You agree that we will examine your statement and items and report to us any errors relating to a substitute check you received, refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check received, refer to your Automated Clearing House and Electronic Transfers - Your Rights and Responsibilities.

Duty to notify if statement not received - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a signal that there may be an issue with your account, such as possible fraud or identity theft.

ACCOUNT TRANSFER - This account may not be transferred or assigned without our prior written consent.

DIRECT PAYMENTS - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, in accordance with the law. We may also use any other legal remedy to recover the amount of our liability.

RIGHT TO REPAYMENT OF INDEBTEDNESS - You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account any due and payable debt of any you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes you. For any other account we may set off any funds in the account against a due and payable debt a partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as evidenced by the note. If your account is held by a corporation or trust fund, then we are authorized to apply, without prior notice, your shares and dividends to any debt you owe us, in accord with the statutory lien.

Neither our contract rights nor rights under a statutory lien apply to this account if prohibited by law. For example, neither our contract rights nor rights under a statutory lien apply to funds in an account to the extent such funds are payable into a special trust fund account or a retirement account. You agree to notify us immediately if you discover any irregularities. You agree to cooperate with us in any legal action we may take against the payee or any other holder of the item. You agree to indemnify us for those damages or expenses, including attorneys’ fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal action we may take against the payee or any other holder of the item.

RESTRICTIVE LEGENDS OR ENDORSEMENTS - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive endorsements or other special instructions on any check. We do not return any checks with restrictive legends or endorsements to this account. If you want to ensure that restrictive legend or endorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from our failure to follow your directions or restrictions or instructions on your checks. Examples of restrictive legends placed on checks are “must be presented within 90 days” or “not valid for more than $1,000.00.” The payee’s signature accompanied by the words “for deposit only” is an example of a restrictive endorsement.

FACSIMILE SIGNATURES - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

PLUG WEGES - If you own an account of this account may pledge all or any parts of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective. For example, if an account has two owners and one of the owners pledges the account (i.e., uses it to secure a debt) and then dies, the surviving owner cannot pledge the account until the pledged debt has been satisfied, and (2) the debt may be satisfied with the funds in this account.

CHECK PROCESSING - We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we
have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of endorsements unless you notify us in writing that the check requires multiple endorsements. We must verify your order of endorsement along with any other endorsement information (e.g., additional endorsements, ID information, driver's license number, etc.) must fall within 1/4” of the “trailing edge” of a check. Endorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

Endorsements - We may accept for deposit any item payable to you or your order, even if they are not endorsed by you. We may give cash back to any one of you. We may supply any missing endorsement(s) for any item we accept for deposit or collection, and you warrant that all endorsements are genuine.

To ensure that your check or share draft is processed without delay, you must endorse it (sign it on the back) in a specific area. Your entire endorsement (signature or stamp) along with any other endorsement information (e.g., additional endorsements, ID information, driver's license number, etc.) must fall within 1/4” of the “trailing edge” of a check. Endorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the “trailing edge” is the left edge. When you flip the check over, be sure to keep all endorsement information within 1/4” of that edge.

It is important that you confine the endorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed endorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your endorsement, another endorsement or information you have printed on the back of the check obscures our endorsement.

These endorsement guidelines apply to both personal and business checks.

DEATH OR INCOMPETENCE - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on your order of or before the date of death or adjudication of incompetence for up to ten (10) days after the notice in time for us to have a reasonable opportunity to act unless ordered to stop payment by someone claiming an interest in the account.

FIDUCIARY ACCOUNTS - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

CREDIT VERIFICATION - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

LEGAL ACTIONS AFFECTING YOUR ACCOUNT - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed “legal action” in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any other action resulting from your request in connection with or in consequence of the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys’ fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

ACCOUNT SECURITY - Duty to protect account information and methods of access - It is your responsibility to protect the account number(s) and access device(s) (e.g., an ATM card, point-of-sale card and/or PIN) for your account(s). Do not discuss, compare, or share information about your account number(s) or access device(s) with anyone unless you are willing to give them full use of your money. Checks and electronic withdrawals are processed by automated methods, and anyone who obtains your account number or access device could use it to withdraw money from your account, with or without your permission.

Positive pay and other fraud prevention services - Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue: a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

Account numbers - Thieves can encode your account number on a check which looks and functions like an authorized check and can be used to withdraw money from your account. Your account number can also be used to issue a “remotely created check.” Like a typical check, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a draft or check that can be used to withdraw money from your account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). If you have truly authorized the remotely created check (to purchase a service or merchandise, for example), it is properly payable. But it can be risky to authorize a remotely created check. A swindler could issue a remotely created check in an amount greater than you authorized, or issue additional remotely created checks that you have not authorized. We will not know if the withdrawal is unauthorized or in an amount greater than the amount you have authorized. Payment can be made from your account even though you did not contact us directly and order the payment.

Access devices - If you furnish your access device and grant actual authority to make transfers to someone to whom you exceed that authority, you will be liable for the transfers unless you have had a reasonable opportunity to act to prevent such transfers by that person are no longer authorized. Please review the additional information you have received or will receive regarding transfers by access device.

Blank checks - You must also take precaution in safeguarding your blank checks. Do not sign blank checks. If you think your blank checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself, or share the loss with us if we failed to use ordinary care which substantially contributes to the loss.

TELEPHONIC INSTRUCTIONS - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to such monitoring.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we first obtain your consent to contact you about your account in compliance with applicable consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC):

You consent is limited to your account, and as authorized by applicable law and regulations.

You consent is voluntary and not conditioned on the purchase of any product or service from us.
With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is one that you have designated as a landline, a wireless number, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including text using pre-recorded or artificial voice messages and an automated dialing device.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

CLAIM OF LOSS - If you claim a credit or refund because of a forgery, alteration, or any other unauthorized change in your account or if any other unauthorized person has the power of attorney over your account, we will investigate the facts and circumstances surrounding the loss. We will notify you of the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of forgery, alteration, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys’ fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

ADDRESS OR NAME CHANGES - You are responsible for notifying us of any change in your address or name. Any instructions given by an agent acting under a valid power of attorney. If the power of attorney is not “durable,” it is revoked when you become incompetent. We may continue to honor the transactions of the agent until: (a) the authority or the death of an owner, and (b) we have had a reasonable time to investigate the facts and circumstances surrounding the loss. We will notify law enforcement authorities of any criminal act related to the claim of forgery, alteration, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss.

POWER OF ATTORNEY - You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) Generally, the funds in your account are owned by the child who has unconditional use of the account (e.g., an IRA) are examples of some of the others. Share insurance for a person’s self directed qualified retirement account is up to $250,000. (An IRA is a self directed qualified retirement account as is any account where the owner directs the trustee to invest the IRA’s funds.) Funds are insured up to $250,000 per depositor for the total of all accounts combined in all of your other insured accounts with us. If you want a more detailed explanation or additional information, you may ask us or contact the NCUA. You can also visit the NCUA website, ncu.gov (http://www.ncu.gov) or call the NCUA toll-free at 1-877-MY-NCU-12. The link includes detailed contact information as well as a share insurance estimator.

UNCLAIMED PROPERTY - The law establishes procedures under which unclaimed property must be surrendered to the state. (We may have our own rules regarding dormant accounts, and if we charge a fee for dormant accounts, it will be disclosed to you elsewhere.) Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state.

Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

UTMA ACCOUNTS - Under the Uniform Transfers to Minors Act, the funds in the account are owned by the child who has unconditional use of the account when he or she reaches the age of majority. Before that time, the account may be controlled by or for the child (or an individual). Funds may not be used for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the custodian (or successor custodian) are for the child’s benefit. We are not responsible to monitor or enforce any eligibility for an UTMA account, even though our records may include the minor’s date of birth. It is the custodian’s responsibility to properly distribute the funds in the account upon the minor’s death or attainment of the age of majority. For this type of account, the child’s SSN/TIN is used for the Backup Withholding Certification.

CASH TRANSACTION REPORTING - To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we are required to refuse to handle the transaction. If you have any questions regarding these rules, please contact your local Internal Revenue Service office.

BACKUP WITHHOLDING/TIN CERTIFICATION - Federal tax law requires us to report interest payments we make to you of $10 or more in a year, and to include your taxpayer identification number (TIN) on the report (the taxpayer identification number is your social security number if you are an individual). Interest includes dividends, interest and bonus payments for purchases of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. (There are special rules if you do not have a TIN but have applied for one, if you are a nonresident alien, or if you are a U.S. Trustee or a trustee in bankruptcy. We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income.

CHANGING ACCOUNT PRODUCTS - We may change your account to another product offered by us at any time by giving you notice that your account will be changed to another product on a specified date. If your account is a time account, the change will not occur before the next maturity date of your account. If you do not close your account before the date specified in the notice, we may change your account to that other product on the date specified in the notice.

TRANSACTIONS BY MAIL - You may deposit checks or drafts by mail. You should write each item (all items) with the words “Mail Only” or “Deposit Only” and should include your correct account number underneath to ensure the item is credited to the correct account. You should use the pre-encoded deposit slips found in your checkbook. If you do not use your deposit slip, you may use a printed form. These instructions indicate that the deposit should be credited, we may apply it to any account or any loan balance you have with us or we may return the item to you. Receipts for such transactions will be mailed to you only if a self-addressed stamped envelope is provided. Following your deposit, you may call us to verify whether your deposit was credited. If funds are returned, you may call us to verify whether your deposit was credited.

STALE-DATED CHECKS - We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

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