

# MEMBERSHIP & ACCOUNT *agreement*



# CONTENTS

## MEMBERSHIP AND ACCOUNTS

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- |                                    |   |
|------------------------------------|---|
| 1. Membership Eligibility          | 15. Credit Union's Liability for Errors                   |
| 2. Account Ownership & Designation | 16. Credit Union's Lien & Security Interest               |
| 3. Individual Accounts             | 17. Legal Process   |
| 4. Joint Accounts                  | 18. Account Information                                   |
| 5. Payable-on-Death Beneficiaries  | 19. Notices   |
| 6. Minor Accounts                  | 20. Taxpayer Identification Number & Backup Withholding   |
| 7. Fiduciary Accounts              | 21. Statements  |
| 8. Deposit Requirements            | 22. Inactive, Dormant & Abandoned Accounts                |
| 9. Account Access                  | 23. Death of Account Owner                                |
| 10. Account Rates & Fees           | 24. Termination of Account                                |
| 11. Transaction Limitations        | 25. Termination of Membership                             |
| 12. Overdrafts                     | 26. Special Account Instructions                          |
| 13. Postdated & Stale-Dated Checks | 27. Governing Law   |
| 14. Stop-Payment Orders            | 28. Binding Arbitration And Class Action Waiver Agreement |

## FUNDS AVAILABILITY POLICY

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- |                                      |                                    |
|--------------------------------------|------------------------------------|
| 1. General Funds Availability Policy | 5. Special Rules for New Accounts  |
| 2. Reservation of Right to Hold      | 6. Deposits at Nonproprietary ATMs |
| 3. Holds on Other Funds              | 7. Foreign Checks                  |
| 4. Longer Delays May Apply           |                                    |

## ELECTRONIC SERVICES

---

- |  |  |
|--|--|
| 1. EFT Services                        | 10. Right to Receive Transfer Documentation                |
| 2. Electronic Check Transactions       | 11. Account Information Disclosure                         |
| 3. Preauthorized EFTs & Direct Deposit | 12. Preauthorized EFTs                                     |
| 4. Mobile Banking Service Terms        | 13. Credit Union's Liability for Failure to Make Transfers |
| 5. External Funds Transfers            | 14. Suspension and Termination of Services                 |
| 6. Conditions of Account Card & Use    | 15. Amendments   |
| 7. Member Liability                    | 16. EFT Billing Errors                                     |
| 8. Business Days                       | 17. ATM Safety Notice                                      |
| 9. Fees                                |  |

## PRIVACY POLICY

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## AMERICA FIRST CREDIT UNION CONSUMER MEMBERSHIP & ACCOUNT AGREEMENT

This Membership Agreement (“Agreement”) is the contract of deposit, which covers your and our rights and responsibilities concerning Membership and Account(s) offered to you. In this Agreement, the words “you” and “yours” mean those who sign the Membership Application and Ownership Designation (“Membership Application”) or approve an electronic application. The words “we,” “us,” “our,” and “it” mean America First Federal Credit Union (“Credit Union”). The word “account” means any one or more deposit accounts you have at the Credit Union.

By signing the Membership Application or completing and transmitting an online account authorization or service request that is a part of the Agreement, or by establishing and using this account, each of you, jointly and severally, agree to the terms and conditions in this Agreement, including the Funds Availability Policy, Electronic Services Agreement, Privacy Policy, and the Truth-in-Savings Disclosures (“Rate and Fee Schedule”) accompanying this Agreement, any account receipt, the Credit Union’s Bylaws and Policies, and any amendments which collectively govern your membership and accounts. You agree that additional accounts and services you request in the future will be governed by this Agreement, as amended from time to time.

### IMPORTANT INFORMATION ABOUT OPENING NEW ACCOUNTS:

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

### I. MEMBERSHIP AND ACCOUNTS

**1. Membership Eligibility.** To be eligible for membership, you must be an individual or entity qualifying within the Credit Union’s field of membership, have a valid Social Security Number (“SSN”) or Tax Identification Number (“TIN”), and must purchase and maintain minimum shares as required by the Credit Union’s Bylaws. You authorize us to check your financial information data and employment history by any means allowed by law, including obtaining credit reports and credit scores from third parties, including consumer reporting agencies (e.g. ChexSystems, etc.) from time to time to determine your eligibility for accounts and services we may offer or you request from time to time.

**2. Account Ownership & Designations.** The classification and form of ownership of your accounts are designated on your Membership Application. Unless you waive your rights, you understand that certain account designations, such as joint ownership with right of survivorship or Payable-On-Death (“POD”) beneficiary, may be invalidated upon the Credit Union’s receipt of marriage dissolution notice or a testamentary disposition, as required by applicable law.

**3. Individual Accounts.** An individual account is an account owned by one depositor, including any individual, trust, or other fiduciary relationship qualified for Credit Union membership. If the account is an individual account, the interest of a deceased individual owner will pass, subject to applicable law, to the POD beneficiary or decedent’s estate, if applicable.

**4. Joint Accounts.** An account owned by two or more persons is a joint account. Any account in which you request joint ownership with another party will be an individual account

until the Credit Union receives a Membership Application signed by you and the joint owner(s), at which time the account will be a jointly owned account and the following joint ownership rights will apply.

**a. Joint Ownership.** Joint owners do not have rights of membership. Joint owners are not members unless they are eligible and qualified as members and have separate accounts in their own names. Any joint owner on share savings is authorized as joint owner on all deposit sub-accounts under that account (with the exception of Individual Retirement Accounts [IRAs] and Coverdell Education Savings Accounts).

**b. Rights of Survivorship.** If yours is a joint account, it is owned as a joint account with rights of survivorship. Upon the death of one joint account owner, that person’s interest will become the property of the surviving joint account owner(s).

**c. Rights of Joint Account Owners.** Any joint account owner is authorized and deemed to act for the other owner(s). The Credit Union may accept orders and instructions regarding the account and requests for future services from any account owner. Each account owner guarantees the signature of the other owners. The member may, by written order, remove any joint owner of the account. Joint owners may, by written order, remove themselves from the account. Any account owner, including any joint owner, may withdraw all funds and/or close the account, stop payment on items drawn on the account, withdraw, or pledge all or any part of funds in the account, without the consent of the other account owner(s), and the Credit Union shall have no duty to notify any of the other account owner(s), including any joint owner(s). If the Credit Union receives written notice of a dispute between account owners or receives inconsistent instructions from them, we may suspend or terminate the account, require a court order to act, or require that all joint account owners agree in writing to any transaction concerning the account.

**d. Joint Account Owner Liability.** If any item deposited in a joint account is returned unpaid or an account is overdrawn, or if we do not receive final payment on any transaction, each of the account owners, including any joint owners, is jointly and severally liable to the Credit Union for the amount of the returned item, overdraft, or unpaid amount and any fees, regardless of who created the overdraft, deposited or cashed the item, or benefited from the transaction. If any account owner, including any joint owner, is indebted to the Credit Union, we may enforce our rights against any or all funds in the joint account, regardless of who contributed funds to the joint account.

**e. Joint Account Owner Information.** You agree that if you provide your Personal Identification Number (“PIN”) or access code to a joint owner of your deposit account or another person, you understand and agree that person has full access to and your authorization to receive any deposit or loan account information of yours. The Credit Union has no responsibility to inquire about the person’s authority or permission to access your information and will not be liable for providing any account information access to such person.

**5. Payable-on-Death Beneficiaries.** A POD designation is an instruction to the Credit Union that a designated account is payable to the owner or owners during their lifetimes, and upon the death of the last joint account owner, payable to any named and surviving POD beneficiary designated by you. Accounts payable to more than one POD beneficiary are owned jointly by such beneficiaries with rights of survivorship. Any POD beneficiary designation shall not apply to IRA, Health Savings Accounts (HSA), Coverdell Education Savings and certificate accounts, which shall be governed by a separate beneficiary designation. In the absence of a POD beneficiary on a certificate account, it will be governed by the POD beneficiary designation on the share savings account. The Credit Union shall at no time

have any obligation to notify any beneficiary of the existence of any account or the vesting of the beneficiary's interest in any account, except as otherwise provided by law.

**6. Minor Accounts.** For any account established by or for a minor, the Credit Union reserves the right to require the minor account owner to have a parental joint account owner or custodian who is at least eighteen (18) years of age and who shall be jointly and severally liable to the Credit Union for any returned item, overdraft, unpaid fees, or amounts on such account. The Credit Union may make payments of funds directly to the minor without regard to his or her minority. The Credit Union has no duty to inquire of the use or purpose of any transaction by the minor or joint account owner. The minor account owner's TIN must be shown on the Membership Application. The Credit Union shall not change the account status prior to the minor reaching age eighteen (18), unless authorized in writing by all account owners. When the minor reaches age eighteen (18), he or she may change account ownership or status by written order.

**7. Fiduciary Accounts.** A fiduciary account is one opened by an executor, administrator, personal representative, trustee, conservator, or other fiduciary in such capacity authorized under a will, court order, or trust instrument establishing the fiduciary relationship or a representative payee authorized by the U.S. Social Security Administration ("fiduciary"). The account owner is the estate, conservatorship, trust or Social Security Administration benefit recipient as the sole owner of this account. The fiduciary is authorized to act on behalf of the account owner but has no ownership interest. The fiduciary is the only authorized party to transact on this account. The fiduciary is expressly authorized to endorse all items payable to or owned by the account owner for deposit with or collection by the Credit Union, and to execute such other agreements and to perform any other account transaction under the Agreement. The fiduciary is authorized to receive account information from the Credit Union, either orally or in writing, and any information related to the account. The authority given to the fiduciary shall remain in full force until a court order, termination of the account owner, or written notice of revocation is received by the Credit Union either by a court-appointed representative of the account owner or by the Social Security Administration, as applicable. Any such notice shall not affect any items in process at the time notice is given. The fiduciary will notify the Credit Union of any change in the account owner's status affecting the deposit relationship between the account owner and the Credit Union. The fiduciary warrants that all actions he or she takes regarding the account will be for the sole benefit of the account owner, and that the fiduciary will not conduct any transaction on the account that will personally benefit the fiduciary or will not comply with the terms of the applicable laws, will, court order, or instrument establishing the fiduciary relationship. The Credit Union may rely upon these representations and shall have no duty to examine such authorizing documents for compliance or inquire as to the powers and duties of the fiduciary, and shall have no notice of any breach of fiduciary duties by the fiduciary unless the Credit Union has actual notice of wrongdoing. The account owner agrees that the Credit Union shall not be liable for any losses due to the account owner's failure to notify us of any unauthorized acts of the fiduciary or changes to the relationship between the fiduciary and account owner. The account owner and fiduciary agree to indemnify and hold the Credit Union harmless of any claim or liability as a result of unauthorized acts of the fiduciary upon which the Credit Union relies prior to any actual notice of any account change or change of account owner.

**8. Deposit Requirements.** Funds may be deposited to any account in any manner approved by the Credit Union, in

accordance with the requirements set forth on the Rate and Fee Schedule. All accounts are non-assignable and nonnegotiable to third parties. You agree not to deposit any substitute check or similar item that you have created, or for which no financial institution has provided any substitute warranties and indemnity. If you do so, you agree to indemnify the Credit Union for all losses we incur in connection with the substitute check or item. You agree not to deposit any substitute check without our consent. For any secondary accounts you may open, the Credit Union requires a deposit of at least \$1.00.

**a. Endorsements.** You authorize the Credit Union, at its discretion, to accept transfers, checks, drafts, and other items for deposit into any of your accounts, whether or not they are endorsed by all payees. You authorize the Credit Union to supply missing endorsements if we choose to supply such endorsements. The Credit Union reserves the right to verify all endorsements on third-party checks presented for deposit either in person or by comparison with member signature files. If insurance, government, and certain other checks or drafts require endorsements as set forth on the back of the check, the Credit Union may require an endorsement as set forth on the check. Endorsements must be placed in the space between the top edge and one and one-half (1½) inches from the top edge. The Credit Union may accept drafts or checks with endorsements outside this space. However, if any such endorsement or other markings you or any prior endorser make on the check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by the Credit Union due to the delay or error.

**b. Collection of Items.** The Credit Union shall not be responsible for deposits made by mail or at an unstaffed facility until we actually receive them. In handling items for deposit or collection, the Credit Union only acts as your agent and assumes no responsibility beyond the exercise of ordinary care. The Credit Union will not be liable for default or negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. The Credit Union reserves the right to send any item for collection. The Credit Union, in receiving items from you for withdrawal or deposit, acts only as your agent and reserves the right to reverse the credit for any deposited items or to charge your account for the items, should they become lost in the collection process.

**c. Final Payment.** All items or Automated Clearing House ("ACH") transfers credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to charge your account for the amount of those items or ACH transfers, and impose a return fee on your account. After we receive final payment, we refer to these deposits as collected items. If the Credit Union incurs any fee to collect any item, the Credit Union may charge such fees to your account. The Credit Union reserves the right to refuse or to return all or any item or funds transfer. The Credit Union shall have the right to charge back against your account all previously deposited items or other items endorsed by you that are returned unpaid, regardless of whether the amount of the item has been available for your use.

**d. Direct Deposits.** The Credit Union may offer direct deposit options allowing you to preauthorize deposits (e.g., payroll checks, Social Security Administration or retirement checks, or other government funds) or preauthorize transfers from other accounts at the Credit Union. You must authorize any direct deposits to your accounts by a separate authorization form. If applicable, you must notify the Credit Union at least thirty (30) days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or direct transfer option. Upon a bankruptcy filing, if you fail to cancel any direct deposit authorization, you instruct your

employer and the Credit Union to make and apply direct deposits in accordance with your authorization on file with the Credit Union. If the Credit Union is required to reimburse the U.S. government for any benefit payment directly deposited into your account for any reason, you agree the Credit Union may deduct the amount returned from any of your accounts, unless prohibited by law.

**e. Crediting Deposits.** Deposits made on Sundays and Credit Union holidays will be credited to your account on the next business day. Deposits received at unstaffed facilities, such as night depositories, will be credited on the day funds are removed and processed by the Credit Union, and are subject to adjustment based on our verification of the items deposited. Items drawn from an institution located outside the United States are handled on a collection basis only. Funds will be credited to your account when we receive final payment. You waive any notice of nonpayment, dishonor, or protest regarding any items purchased or received by us for credit to your account or for collection.

#### **9. Account Access.**

**a. Authorized Access.** The Credit Union is authorized to recognize a valid authorization or signature of yours but will not be liable for refusing to honor any item or instruction of yours if we believe in good faith that the signature on such item or instruction is not genuine. If you open your account electronically and/or do not provide us with a physical signature, you agree that we may, without liability, accept as genuine any signature that appears to be yours. If you authorize the use of a facsimile signature, the Credit Union may honor any draft that appears to bear your facsimile signature, even if it was made by an unauthorized person. If you give your account number to a third person, you authorize us to honor transactions initiated by the third person, even if you did not specifically authorize a particular transaction.

**b. Access Options.** You may make withdrawals or transfers from your account in any manner that is permitted by the Credit Union (i.e., check, Automated Teller Machine ["ATM"], debit card, in person, by mail, automatic transfer, online banking, or telephone). If the Credit Union accepts any check that is not drawn on a form provided by us, you will be responsible for any loss incurred by the Credit Union for handling the check. The Credit Union may return as unpaid any check that is not drawn in the form provided by us.

#### **c. Electronic Check Transactions.**

**i. Electronic Checks.** If you authorize a merchant to electronically debit your account using the routing number, account and serial number of your check to initiate the transfer, whether the check is blank, partially or fully completed, and signed, such authorization is an electronic check conversion. An "electronic check conversion" is an Electronic Funds Transfer ("EFT") subject to the terms of your Electronic Services Agreement. You authorize us to honor any electronic check conversion from your checking account just the same as a regular written check.

**ii. Electronic Re-Presented Checks.** If you write a check on your account that we return unpaid because of insufficient or uncollected funds, the payee or any subsequent holder of the check may re-present the check to us through an electronic instruction ("electronic re-presented check") to charge your account for its amount. If we receive an electronic re-presented check, we will pay or return the electronic re-presented check as if the original paper check was presented to us. Any collection fee you authorize the merchant to debit from your account is an electronic service subject to the terms of your Electronic Services Agreement. If you want to reverse an electronic re-presented check, you must give us an affidavit within fifteen (15) days after we send or make available to you the periodic

statement that reflects payment of that electronic re-presented check. In your affidavit, you must declare and swear under oath that the electronic re-presented check was ineligible or unauthorized. If we receive proper notice or affidavit from you within the fifteen-(15) day period, we will re-credit your account in the amount of the charge. If you wish to stop payment of any electronic re-presented check, you must follow the procedures contained in this Agreement for stopping payment of checks, not the procedures for stopping payment of electronic loan or bill payments. If you ask us to request the depositor's bank send us the original paper check or a copy of the paper check, and we provide it to you, you agree that you will not seek to have your account re-credited due to a prior stop-payment order, or if the item is otherwise ineligible for collection.

**d. ACH Transfers.** If offered, you may initiate or receive credits or debits to your account via automated clearing house (ACH) transfer. You agree that if you receive funds by an ACH transfer, the Credit Union is not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. Credit given by the Credit Union to you with respect to an ACH credit entry is provisional until the Credit Union receives final settlement for such an entry through a Federal Reserve Bank. If the Credit Union does not receive such final settlement, you are hereby notified and agree that the Credit Union is entitled a refund of the provisional amount credited to you in connection with such entry, and the party making payment to you, i.e. the originator of the entry, via such entry shall not be deemed to have paid you the amount of such entry. The Credit Union (and other institutions) may rely on the account or other identifying number you give as the proper identification number, even if it identifies a different party or institution. ACH transactions are governed by the rules of the National Automated Clearing House Association (NACHA). Under those rules, the Credit Union is not required to give next day notice to you of receipt of an ACH item, and the Credit Union will not do so. However, the Credit Union will continue to notify you of the receipt of ACH payments in your periodic statement. Also, if you have revoked your authorization for previously authorized ACH transactions, the Credit Union will not be responsible for the unauthorized ACH debits to your account if you fail to notify us in writing within fifteen (15) days after we mail or make available to you the statement containing that entry.

**e. International ACH Transactions.** You understand that in the event an International ACH Transaction ("IAT") Entry that is transmitted to or from any of your accounts is identified and designated by the Credit Union's screening criteria for review and examination under the OFAC Rules and Regulations ("OFAC Rules"). The settlement of such an IAT Entry may be delayed or suspended pending the Credit Union's review of the IAT Entry, and may be terminated under applicable OFAC Rules. You acknowledge that we may be required to place an indefinite hold on the funds covered by the IAT Entry if the IAT Entry is required to be terminated under the OFAC Rules. You agree that any delay described above will be a permissible delay under the regulations applicable to the availability of funds held in deposit accounts. In the event an IAT Entry is delayed or terminated, we will provide you such notice as may be required by applicable laws and regulations.

**f. Domestic Wire Transfers.** You may initiate a domestic wire transfer from your account. Our wire transfer cut-off hours are 4 PM MT for domestic wires. Wire transfers, cancellations or amendments received after the applicable cutoff time may be treated as having been received on the next Business Day. We will charge your account for the amount of any authorized funds transfer including any wire transfer fees as set forth on the Rate and Fee Schedule. International wire transfers are

governed by the Bureau of Consumer Financial Protection's Regulation E. Terms and conditions for international wire transfers will be provided at the time of the transfer transaction. Security Procedures. You agree any wire transfer order will be subject to the agreed security procedures including: photo identification requirements, signature verification, data/password verification, use of a personal identification number (PIN) verification, and agreed callback procedures. For wire transfer orders processed by telephone we may require a call back password verification. If we are unable to reach you by phone to verify the password security within two business days of your wire request, we may cancel the wire request without notice. You agree if we comply with the agreed written security procedures you shall be liable for payment of the transferred amount plus transfer fees, even if the transfer request is not actually transmitted or authorized by you. If we do not follow the agreed security procedure, but can prove the transfer request was originated by you, you will still be liable for the transfer amount plus transfer fees. You authorize us to record any telephone calls relating to any transfer under this Agreement. We may reject any transfer request or incoming wire transfer which does not conform to the limitations, security procedures, and requirements and for any reason, except when prohibited by law.

**Notice of Errors & Liability.** It is your obligation to examine your statements for any discrepancy concerning any wire transfer. If you fail to notify us of statement or transaction errors as required under this Agreement, we will not be liable for and you agree to hold us harmless from any loss which you could have prevented. You agree to indemnify and hold the Credit Union harmless from any liability, damages or expenses (including reasonable attorney fees), resulting from acts, omissions, by you or any other person acting on your behalf. We will not be liable for acts or omissions by you or any other person; including without limitation any wire transfer system, any Federal Reserve Bank, any Beneficiary Bank, and any Beneficiary, none of which shall be deemed the Credit Union's agent. We will be excused from delaying or failing to act if caused by emergency conditions or other circumstances beyond the Credit Union's control. In no event shall we be liable for any consequential, special, punitive or indirect losses or damages incurred relating to this Agreement, including any subsequent wrongful dishonor resulting from our acts or omissions. You understand you have no right to cancel or amend any transfer request after receipt by us; however, we shall use reasonable efforts to act on a cancellation or change request so long as it is received in a reasonable time within which to act upon such instructions. We shall have no liability if the cancellation or change is not effected. You may not initiate any wire transfer to facilitate any transaction related to internet gambling. In the event that the funds transfer is delayed or erroneously executed and a loss is suffered as a result of our error, our sole obligation is to pay or refund such amounts as may be required by applicable law. If we become obligated under Article 4A to pay interest you agree the interest rate will be the dividend rate applicable to the account to which the funds transfer was or should have been made. The origination of Domestic Wire Transfer orders through the Credit Union shall be governed by Utah law, UCC Article 4A, and Federal Reserve Regulation J, any Wire Transfer Authorization and this Agreement.

**g. Credit Union Examination.** The Credit Union may disregard information on any check other than the signature of the drawer, amount of the item, and any magnetic encoded information. You agree the Credit Union does not fail to exercise ordinary care in paying an item solely because its procedures do not provide for sight examination of items.

**10. Account Rates and Fees.** The Credit Union's payment of

dividends on any account is subject to the account rates, fees, earnings, payment, and balance requirements as set forth on the Rate and Fee Schedule. You agree the Credit Union may impose fees for the deposit account services provided by us. A current Rate and Fee Schedule has been provided to you separately. You agree the Credit Union may change the Rate and Fee Schedule from time to time and you will be notified of such changes as required by law.

#### **11. Transaction Limitations**

**a. Withdrawal Restrictions.** The Credit Union will permit a withdrawal only if you have sufficient available funds in your account to cover the full amount of the withdrawal or have an established overdraft protection plan. Checks or other transfers, or payment orders which are drawn against insufficient available funds, will be subject to a service fee, set forth in the Rate and Fee Schedule. If there are sufficient available funds to cover some but not all of your withdrawal orders, the Credit Union may allow those withdrawals for which there are sufficient available funds. The Credit Union may also refuse to allow a withdrawal in other cases. For example: any dispute between the owners about the account occurs (unless a court has ordered the Credit Union to allow the withdrawal); a legal garnishment or attachment is served; the account secures an obligation to the Credit Union; any required documentation has not been presented; or you fail to repay a Credit Union loan on time. You will be advised of the reasons for refusal if such action is taken. The Credit Union reserves the right to require members to give written notice of any intended withdrawals from any account (except checks) of not less than seven (7) days and up to sixty (60) days, as required by law, before such withdrawal.

#### **12. Overdrafts.**

##### **a. When We Determine to Pay or Authorize Transactions.**

The Credit Union's determination of an insufficient account balance is made as follows:

- (i) Checks – at the time a check or item is presented to us, which may be later than when you wrote or delivered the check,
- (ii) Bill Payments – on the date you schedule a bill payment transaction to be sent to your bill payment recipient,
- (iii) ATM Withdrawals – at the time you initiate the ATM withdrawal transaction,
- (iv) Debit Card Purchases – at the time you use your debit card to make a payment and the transaction is submitted by the merchant for authorization,
- (v) ACH Drafts – at the end of the day on the ACH item's effective date

Transactions may not be presented in the order which they occurred, and the order in which checks or items are received and processed may affect if an overdraft occurs. The Credit Union processes checks and items as follows: (i) checks are paid with lowest items first when presented to us; (ii) ACH items and credits: credits are processed first and ACH debits processed second, with the lowest items paid first; (iii) debit card transactions made via PIN are paid in the chronological order they are received; and (iv) debit card transactions with signatures are paid lowest items first.

##### **b. How We Determine the Sufficiency of Your Account Balance.**

The Credit Union's determination of the sufficiency of your account balance to authorize and pay a transaction is as follows:

- (i) Checks, ACH & Bill Payments. For Checks, ACH, and bill payment transactions that you initiate on your account are authorized and paid based on your available account balance. Your "available balance" is the amount of collected funds in your account, real time, based on transactions that have posted to your account and less amounts subject to a check deposit hold. If you deposit a check to your account, the amount of

the check will not represent collected funds that increase your available balance until any Funds Availability Policy deposit holds have ended and we have collected funds from your deposit. If a check or item is presented for payment against your account and the amount exceeds the available balance, the check or item will be returned unless we pay the check under our discretionary Overdraft Service set forth below.

(ii) Debit Card Purchases –PIN. For debit card purchases you have made using a personal identification number (PIN) verification, such transactions are authorized and paid based on your available account balance. Your “available balance” is the amount of collected funds in your account, real time, based on transactions that have posted to your account and less amounts subject to a check deposit hold.

(iii) Debit Card Purchases -Signature. Debit card purchase transactions that you have made on your account using your signature as verification will be authorized and paid based on the available balance less any pending signature debit card purchases that have been authorized on your account. Your “available balance” is the amount of collected funds in your account, real time, based on transactions that have posted to your account and less amounts subject to a check deposit hold.

If you make a signature debit card transaction, we will authorize the transaction if the transaction amount is less than your available balance less any pending signature debit card purchases that have been authorized. Later, when the card transaction is processed by the merchant and presented for payment against your account, we will pay the transaction even if the transaction amount exceeds your available balance at that time. Your account will not be subject to an Overdraft Service fee if your actual account balance when we initially authorized the transaction was sufficient to cover the transaction. However, if the debit card transaction amount exceeds your available balance less any pending signature debit card purchases at the time of authorization, we will not authorize the transaction, unless you have opted in to Overdraft Service. In the case that a signature debit card transaction is authorized, the actual account balance at that time is insufficient for that transaction, and your account has an insufficient available balance when it is presented for payment, it will be subject to an Overdraft Service fee.

### **c. Overdraft Protection Plans.**

If we approve your request for overdraft protection, we will provide you with a plan.

**i. Transfers from Line of Credit.** We will honor checks and other items drawn on insufficient funds in your checking account by transferring the necessary funds from your designated line of credit account, if applicable. If you are within the credit limit of your line of credit account, you authorize us to transfer funds in amounts necessary to cover the overdraft. If your credit limit is insufficient to cover the overdraft, we will not transfer any amount. Unless another overdraft protection plan applies, we will return the check or item unpaid. There is no cash-advance fee, but interest will begin to accrue from the date of any advance transfer. You may decline (“opt-out”) this overdraft transfer service at any time by notifying us verbally or in writing.

**ii. Overdraft Transactions Covered.** For qualified accounts, the Overdraft Service is provided to you automatically for checks, ACH, and bill payment transactions. For qualified accounts, the Overdraft Service is also provided for debit card purchases; online or other electronic funds transfers; or withdrawals authorized by you provided you expressly request or opt-in to the Overdraft Service. If the Overdraft Service is provided to you, on any day the available balance (for checks, ACH, Bill Payment & Debit Card PIN Purchases) or the available

balance less any pending signature debit card purchases (for Debit Card Signature Purchases) in your account is insufficient to cover any of these transactions these transactions may be authorized and paid under our discretionary Overdraft Service. Items paid under Overdraft Service may result in a negative available balance (“overdraft”) and be subject to the Overdraft Service fee. If we pay an item, we will do so in the order described above and in accordance with our normal operating procedures for such checks, items, or transactions. If you do not qualify for Overdraft Service or if we terminate your Overdraft Services, we will notify you. If your approved overdraft limit is reduced to zero based on your account activity or overdraft usage, we may suspend the Service without notice.

### **d. Terms & Conditions of Overdraft Service.**

Overdrafts will be provided under the following terms and conditions.

i. Discretionary Service. Under the Overdraft Service, we are not obligated to pay any check or item presented for payment if your account does not contain sufficient funds. We may, as a discretionary service and not as a right of yours or our obligation to you, pay overdrafts up to an approved limit under the terms of this service and subject to this Agreement. This Overdraft Service is not a line of credit, is not guaranteed, and is independent of any loan arrangement you may have with us. We will not pay an overdraft in excess of any limit we have established for your account type. Additionally, we may refuse to pay an overdraft for you at any time, even if we have previously paid overdrafts for you.

ii. Overdraft Transactions Covered. The Overdraft Service is provided to qualified accounts: (i) automatically for checks, ACH, and bill payment transactions and (ii) for debit card purchases; online or other electronic funds transfers; or withdrawals authorized by you if you opt-in to the Overdraft Service as set forth above. Therefore, on any day the available balance (for checks, ACH, Bill Payment & Debit Card PIN Purchases) or the available balance less any pending signature debit card purchases (for Debit Card Signature Purchases) in your account is insufficient to cover any of these transactions, these transactions may be authorized and paid under our discretionary Overdraft Service. Items paid under Overdraft Service may result in a negative available balance (“overdraft”) and be subject to the Overdraft Service fee. If we pay an item, we will do so in the order described above and in accordance with our normal operating procedures for such checks, items, or transactions. If you do not qualify for Overdraft Service or if we terminate your Overdraft Services, we will notify you. If your approved overdraft limit is reduced to zero based on your account activity or overdraft usage, we may suspend the Service without notice.

iii. Overdraft Limit. If you qualify, the Credit Union may pay overdrafts up to a limit to which you qualify. We may pay overdrafts up to this limit, provided you continue to qualify for the service. The Credit Union’s fees and charges, and each paid check or item, will be included in this limit. This overdraft limit will not be included or reflected in the actual balance of your account provided by a teller, at an ATM or Point-Of-Sale (“POS”) facility, through online services, or on your periodic statements. If you reach your overdraft limit, any checks or items presented to us will be returned for insufficient funds.

iv. Notification. We will attempt to notify you of any insufficient funds transactions. However, we have no obligation to notify you before we pay or return any item.

v. Overdraft Fees. If our Overdraft Service applies to your account, you agree to pay an overdraft fee for each overdraft transaction we authorize and pay for you. These fees are as set forth on the Rate and Fee Schedule. These fees may be amended on the Rate and Fee Schedule. There is no limit to the

amount of overdraft fees we will charge on any one (1) day.

**e. Member Repayment Responsibility.** You agree your overdraft balance, including applicable overdraft fees, is due and payable upon demand. If there is more than one (1) owner on an account, all owners are jointly and severally liable for repayment of the overdraft balance. If you fail to repay your overdraft balance within forty-five (45) days of notice from us, we may immediately suspend Overdraft Service. Accounts may be closed for failure to repay overdraft balances and we will report account closures to applicable consumer agencies.

**f. Member Opt-Out Right.** We offer Overdraft Service as a service and convenience to members for incidental overdrafts. We do not encourage you to repeatedly overdraw your account. We encourage you to manage your finances responsibly. You may opt-out of Overdraft Service at any time by notifying us verbally or in writing. We may require that any verbal opt-out be confirmed in writing. You understand that by opting-out of this service, we may refuse to pay any check or item that is presented against an insufficient balance on your account. You are still responsible to pay any overdraft, even if you have opted-out.

**13. Postdated and Stale-Dated Checks.** You authorize us to accept and pay any check, even if it is presented for payment before its date, unless you notify the Credit Union of the postdating. Your notice will be effective only if the Credit Union receives it in time for us to notify our employees and reasonably act upon the notice, and you accurately describe the check, including the number, date, and amount. You understand that the exact information is necessary for the Credit Union's systems to identify the check. If you give the Credit Union an incorrect, incomplete, or untimely notice, we will not be responsible for paying the item before the date stated and the Credit Union may charge your account as of the date we pay the item. You may make an oral notice that will lapse within fourteen (14) days unless continued in writing within that time. You also agree not to deposit checks, drafts, or other items before they are properly payable. The Credit Union is under no obligation to you to pay a check drawn on your account that is presented more than six (6) months after its date.

#### **14. Stop-Payment Orders**

**a. Stopping Payment Requests.** You may ask the Credit Union to stop payment on any check drawn upon, or ACH debit scheduled from, your checking account. You may request a stop payment by telephone, mail, with online banking or in person. 1. For checks, the stop payment will be effective if the Credit Union receives the order in time for us to act upon it, and you state the account number, date, and check number; its exact amount; and to whom it was issued. If you give the Credit Union incorrect or incomplete information, we will not be responsible for failing to stop payment on the item. 2. For ACH debits, the stop-payment order must be received at least three (3) business days before the scheduled date of the transfer. You must state the account number, date, and the exact amount of the item, as well as the number of the item or originator of the ACH debit. 3. If the stop-payment order is not received in time for the Credit Union to act upon it, the Credit Union will not be liable to you or to any other party for payment of the item. If we re-credit your account after paying a check over a valid and timely stop-payment order, you agree to sign a statement describing the dispute with the payee, to transfer all of your rights against the payee or other holders of the item to the Credit Union, and to assist the Credit Union in legal action taken against the payee.

**b. Duration of Order.** You may make an oral stop-payment order that will lapse within fourteen (14) calendar days, unless continued in writing within that time. A written stop-payment

order on a check will be effective for one (1) year. A written stop-payment order may be renewed in writing from time to time. A written stop-payment order on an ACH transaction will continue until the entry is returned or until you cancel the stop-payment order.

**c. Liability.** The Credit Union may charge a fee for each stop-payment order requested, as set forth in the Rate and Fee Schedule. You may not stop payment on any certified check or draft, cashier's check or teller's check, or any other check, draft, or payment guaranteed by the Credit Union. You should be aware that while payment of the item may be stopped, you may remain liable to any person or entity, including the Credit Union, who is a holder of the item despite the stop-payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney fees, damages, or claims related to the Credit Union's action in refusing payment of an item, including claims of any multiple-party account owner, payee, or indorsee for failing to stop payment of an item as a result of incorrect information provided by you.

**15. Credit Union's Liability for Errors.** If the Credit Union does not properly complete a transaction according to this Agreement, we may be liable for your losses or damages, but not to exceed the amount of the transaction, except as otherwise provided by law. The Credit Union will not be liable if: (a) through no fault of the Credit Union, your account does not contain sufficient available funds to make the transaction; (b) circumstances beyond the Credit Union's control prevent the transaction; (c) your loss is caused by your negligence, including your failure to examine your statements; (d) the negligence of another financial institution; or (e) the funds in your account are subject to legal process or other claim. The Credit Union will not be liable for consequential damages except liability for wrongful dishonor. The Credit Union's actions will constitute the exercise of ordinary care if such actions or non-actions are consistent with applicable state law, U.S. Federal Reserve regulations and operating letters, clearing house rules, and general banking practices followed in the area serviced by the Credit Union. You grant the Credit Union the right, in making payments of deposited funds, to rely exclusively on the terms of this Agreement. Any conflict between oral representations by you or Credit Union employees, and any written form, will be resolved by reference to this Agreement and applicable written form. You understand and agree that the Credit Union may choose to retain electronic or imaged copies of any original documents, and you agree that an electronic or image copy is as valid as an original document.

**16. Credit Union's Lien and Security Interest.** To the extent you owe the Credit Union money as a borrower, guarantor, indorser or otherwise, the Credit Union has a lien on any or all of the funds in any account in which you have an ownership interest at the Credit Union, regardless of the source of the funds. The Credit Union may apply these funds in any order to pay off your indebtedness without further notice to you. If the Credit Union chooses not to enforce its lien, we do not waive our right to enforce the lien at a later time. In addition, you grant the Credit Union a consensual security interest in your accounts and agree the Credit Union may use the funds from your accounts to pay any debt or amount owed to the Credit Union, except obligations secured by your dwelling, unless prohibited by applicable law. All accounts are non-assignable and nontransferable to third parties without our prior written consent.

**17. Legal Process.** If any legal action, such as a levy, garnishment or attachment, is brought against your account, the Credit Union may refuse to pay any money from your account until the dispute is resolved. If the Credit Union incurs any expenses or attorney fees in responding to legal processes, such expenses may be charged against your account without

prior notice to you, unless prohibited by law. Any legal process against your account is subject to the Credit Union's lien and security interest.

**18. Account Information.** Upon your request, the Credit Union will inform you of the name and address of each credit reporting agency from which we obtain a credit report in connection with your account. The Credit Union agrees not to disclose information to third parties about your account regarding any transaction or balances except when: (a) it is necessary to complete the transaction; (b) the third party seeks to verify the existence or condition of your account in accordance with the Fair Credit Reporting Act or other applicable laws and regulations; (c) such disclosure is in compliance with the law, government agencies, or court orders; or (d) you give us your express permission.

**19. Notices.**

**a. Name or Address Changes.** It is your responsibility to notify the Credit Union of a change of address or change of name. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. The Credit Union will accept notices of changes in address and any other notice from you to us only if provided in writing, in person, by telephone, with online banking, by secure messaging, or by notice of forwarding address from the U.S. Post Office. If the Credit Union attempts to locate you, we may impose a service fee as set forth in the Rate and Fee Schedule.

**b. Notice of Amendments.** Except as otherwise prohibited by applicable law, the terms of this Agreement are subject to change at any time. The Credit Union will notify you of any changes in account terms, rates, or fees as required by law. The Credit Union reserves the right to require written consent of all account owners for a change of ownership, such as adding a joint owner. Only a member may remove another joint owner from the account. The Credit Union reserves the right to waive any term in this Agreement. Any such waiver shall not affect the Credit Union's right to enforce any right in the future.

**c. Effect of Notice.** Any written notice you give to the Credit Union is effective when it is actually received by us. The Credit Union reserves the right to accept oral instructions, and you agree to hold the Credit Union harmless from any liability as a result of such instructions. Any written notice the Credit Union gives to you is effective when it is deposited in U.S. Postal Service mail, postage-prepaid and addressed to your address on record with the Credit Union. Notice to any one account owner is considered notice to all account owners.

**d. Negative Information Notice.** We may report information about your loan, share, or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

**e. Electronic Signatures.** You understand and agree that your electronic consent, execution or authorization is your electronic signature, which specifically records your signature and assent to the Membership and Account Agreement, and constitutes your agreement to the terms and conditions of the Agreement. You agree your electronic signature captured and stored by this means shall be sufficient to evidence of your assent to be contractually bound by the Agreement and shall constitute a valid signature for purposes of any provision of this Agreement.

**f. Consent to Communications.** By providing an email address, telephone number for cellular phone, or other wireless device, you are expressly consenting to receiving communications at that address or number, including, but not limited to, prerecorded or voice mail message calls, text messages, and calls made by an automatic telephone dialing system from us and our affiliates and agents so we can assist you with your account and account services or take measures to

prevent fraud on your account. This express consent applies to each address or telephone number that you provide to us now or in the future and permits such communication regardless of the purpose. In the regular course of our service to you, we may monitor and record phone conversations made or received by our employees. You may revoke this authorization at any time by providing the Credit Union with your written revocation.

**20. Taxpayer Identification Number (TIN) and Backup Withholding.**

If your account is or becomes subject to backup withholding, the Credit Union is required by law to withhold and pay to the Internal Revenue Service (IRS) a required percentage of payments of interest, dividends, and certain other payments under certain conditions. Your failure to furnish a correct TIN or meet other applicable requirements may result in backup withholding, as well as civil or criminal penalties. If you refuse to provide your TIN, the Credit Union may delay the opening of your account.

**21. Statements.**

**a. Contents.** If the Credit Union provides a statement of your account, you will receive a periodic statement of all transactions and activity on your account during the statement period. If a periodic statement is provided, you agree that only one (1) statement is necessary for a multiple-party account. For checking accounts, you understand that, when paid, your original check (or any substitute check) becomes property of the Credit Union and may not be returned to you. You agree to keep a copy or carbon copy of your original check in order to verify its validity. If you request that we provide you with an original check or sufficient copy, you agree that we may provide an electronic image of the original check or sufficient copy if you have agreed to receive account information or statements electronically. You understand your statements and checks are made available to you on the date the statement is mailed or made available to you.

**b. Examination.** You are responsible for examining each statement and reporting any irregularities to the Credit Union. The Credit Union will not be responsible for any forged, altered, or unauthorized check or item drawn on your account if (i) you fail to notify the Credit Union within thirty (30) days of the mailing date of the earliest statement and availability of checks containing any forgery, alteration, or unauthorized signature on the item; or (ii) any items forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine. For electronic services, you have separate requirements for examining your statements and notifying us of statement errors or unauthorized EFTs as set forth in the Electronic Services Agreement.

**c. Notice to Credit Union.** You agree that the Credit Union's retention of checks does not alter or waive your responsibility to examine your statements and check copies, or the time limit for notifying us of any errors. The statement will be considered correct for all purposes and the Credit Union will not be liable for any payment made or charged to your account unless you notify us in writing within the above time limit after the statement is mailed or made available to you.

**d. Electronic Statements (Online Statements).** If you have elected to receive your statement electronically, it will be available through online banking to access, review, print, and otherwise copy or download on the fifth of each month for the previous period's statement, as disclosed in your Online Statement Agreement.

**22. Inactive and Dormant Accounts.** If you have an account you have not accessed, not made a transaction on nor communicated to us concerning your account for more than twelve (12) months, the Credit Union may classify your account as **inactive**. Thereafter, dividends or interest will not be paid on the account

if the balance falls below any minimum-balance requirement. If you have not otherwise indicated an interest in the account for the required period under applicable state law, the account will be presumed to be **dormant**. You agree to pay any inactive or dormant account service fees as allowed by applicable law and set forth on the Rate and Fee Schedule. You authorize us to transfer funds from any available account of yours to cover any fees, if necessary. Funds in dormant accounts will be remitted in accordance with state law. Once funds have been turned over to the state, the Credit Union has no further liability to you for such funds. If you choose to reclaim such funds, you must apply to the appropriate state agency.

**23. Death of Account Owner.** You irrevocably waive the right to make a testamentary disposition of any account with the Credit Union, now and in the future. You agree that, upon your death, your account will be payable in accordance with any existing account designations and the terms of this Agreement. The Credit Union may require the survivor or other claimant to the account to produce certain documents before releasing any funds. The Credit Union may continue to honor all transfers, withdrawals, deposits, and other transactions on the account until the Credit Union learns of an account owner's death. Once the Credit Union learns of a member's death, we may pay checks or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days, unless the Credit Union receives instructions from any person claiming an interest in the account to stop payment on the checks or other items. You agree that the Credit Union can require that anyone who claims funds in your account after your death to indemnify the Credit Union for any losses resulting from honoring that claim.

**24. Termination of Account.** The Credit Union may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if: (a) there is a change in owners or authorized signers; (b) there has been a forgery or fraud reported or committed involving your account; (c) there is a dispute as to the ownership of the funds in the account; (d) any account checks are lost or stolen; (e) if there are excessive returned unpaid items not covered by an overdraft plan; (f) if there has been any misrepresentation or any other abuse of any of your accounts; (g) we reasonably deem it necessary to prevent a loss to us; (h) if you engage in any activity of betting or wagering or are otherwise engaged in any Internet gambling business; or (i) any owner or authorized user causes the Credit Union to suffer a loss. You may terminate your account at any time by notifying the Credit Union by oral direction or in writing. The Credit Union is not responsible for payment of any check, withdrawal, or other item once your account is terminated; however, if the Credit Union pays any item after termination, you agree to reimburse us for payment.

**25. Termination of Membership.** You may terminate your Credit Union membership after giving written notice of your intent to withdraw. You may be expelled if there has been any misrepresentation or any other abuse on any of your other accounts; if you fail to comply with Credit Union Policies, procedures, and Bylaws; conduct yourself in a threatening or abusive manner to Credit Union personnel; or willfully damage Credit Union property. You may be denied service or expelled from membership for any reason allowed by applicable law, including causing a loss to the Credit Union or violating any terms of membership. If you are expelled, you may not be a joint owner on another account.

**26. Special Account Instructions.** You may request the Credit Union to facilitate certain trust, will, or court-ordered account arrangements. However, because the Credit Union does not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. You and any

surviving owner or beneficiary agree(s) to indemnify and hold the Credit Union harmless from any claim or liability asserted against the Credit Union as a result of the disposition of funds in reliance on this agreement and any account designation of yours. If you ask the Credit Union to follow instructions we believe might expose us to claims, suits, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, the Credit Union may refuse to follow your instructions or may require you to post a bond or otherwise indemnify the Credit Union. Any item with a full payment legend must be presented in person to a Credit Union officer; otherwise, payment is accepted with full reservation of rights. Account changes requested by you must be evidenced by a signed Membership Application and be accepted by the Credit Union. The Credit Union will not recognize the authority of someone to whom you have given power of attorney without an acceptable, written power of attorney on record at the Credit Union. You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

**27. Governing Law.** This Agreement is governed by the Credit Union's Bylaws, federal laws and regulations, the laws and regulations of the state of Utah and the state in which you reside, as applicable, and clearing house rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the courts in the county where the Credit Union is located or the county in which the member resides, if required by law. In the event that any paragraph of this Agreement or any portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of this Agreement shall not be invalid or unenforceable and will continue in full force.

**28. Binding Arbitration And Class Action Waiver Agreement**  
RESOLUTION OF DISPUTES BY ARBITRATION: THIS AGREEMENT CONTAINS IMPORTANT INFORMATION REGARDING YOUR DEPOSIT ACCOUNTS AND RELATED ELECTRONIC FINANCIAL SERVICES. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT CERTAIN DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS-ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES MAY BE MORE LIMITED THAN RULES APPLICABLE IN COURT.

**Agreement to Arbitrate Disputes.** Either you or we may elect, without the other's consent, to require that any dispute between us concerning your Deposit Accounts (Share Accounts) and electronic financial services related to your Accounts be resolved by binding arbitration, except for those disputes specifically excluded below. This arbitration Agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1 – 16 (the "FAA").

**Disputes Covered by Arbitration.** Claims or disputes between you and us arising out of or relating to your Deposit Account(s), transactions involving your Deposit Account(s), and any related electronic financial service with us, are subject

to arbitration. Electronic financial services include online and mobile account access, bill pay, telephone access, and any other electronic service provided pursuant to our Electronic Funds Transfer Disclosures. Any Claims or disputes arising from or relating to this Agreement, any prior Account Agreement between us, any advertising, the application for or the approval or establishment of your account, are also included. Disputes include not only Claims made directly by you, but also made by anyone connected with you or Claiming through you, such as a joint Account holder, account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Claims are subject to arbitration, regardless of what theory they are based on or whether they seek legal or equitable remedies. Arbitration applies to any and all such Claims or disputes, whether they arose in the past, may currently exist, or may arise in the future. All such disputes are referred to in this section as "Claims."

**Disputes Not Covered by Arbitration.** The only exceptions to arbitration of Claims is that both you and we have the right to pursue a Claim in state court instead of arbitration for Claims related to our collection of any negative balance or amounts you owe us under our Membership and Account Agreement, including but not limited to: fraud, counterfeit items, and any unpaid Account obligations. This exception applies if the Claim is in that court's jurisdiction and proceeds on an individual basis.

**No Class-Action or Joinder of Parties.** YOU ACKNOWLEDGE THAT YOU AND WE AGREE THAT NO CLASS-ACTION, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED. Unless you and we both agree, Claims of (2) or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint Account holders or beneficiaries on your Account and/or related accounts, or parties to a single transaction or related transaction), whether or not the Claim may have been assigned.

**The Arbitration Proceeding.** The arbitration must be filed with the following neutral arbitration forum and must follow its rules and procedures for initiating and pursuing an arbitration: JAMS. If you initiate the arbitration, you must notify us in writing: America First Federal Credit Union, P.O. Box 9199, Ogden, Utah 84409, Attn: Loss Mitigation. If we initiate the arbitration, we will notify you in writing at your last known address on file. You may obtain a copy of the arbitration rules for this forum, as well as additional information about initiating an arbitration, by contacting the arbitration forum: JAMS 1-800-352-5267 (toll-free) jamsadr.com. The arbitration shall be conducted in the same city as the U.S. District Court in your state that is closest to your home address, unless the parties agree to a different location in writing.

**Administration of Arbitration.** The arbitration shall be decided by a single, neutral arbitrator. The arbitrator will be either a lawyer with at least (10) years experience or a retired or former judge selected in accordance with the rules of the arbitration forum. The arbitrator shall follow procedures and rules of the arbitration forum in effect on the date the arbitration is filed, unless those rules and procedures are inconsistent with this arbitration provision, in which case this arbitration provision will prevail. You or we may choose to have a hearing and be represented by counsel. Judgment on the arbitration award may be entered by any court of competent jurisdiction.

**Costs.** The party initiating the arbitration shall pay the initial filing fee. If you file the arbitration and an award is rendered in

your favor, we will reimburse you for your filing fee. If there is a hearing, we will pay the fees and costs of the arbitration for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, we will advance or reimburse filing and other fees if the arbitrator rules that you cannot afford to pay them or finds other good cause for requiring us to do so, or if you ask us in writing and we determine there is good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, witnesses, and other expenses, regardless of who prevails, but a party may recover any or all costs and expenses from another party if the arbitrator, applying applicable law, so determines.

**Right to Resort to Provisional Remedies Preserved.** Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as our federal statutory lien; our right of set-off; the right to restrain funds in an account; to interplead funds in the event of a dispute; to exercise any security interest we may hold in property; to comply with legal process; or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction, provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies.

**Severability, Survival.** These arbitration provisions shall survive (a) termination or changes to your Accounts or any related services; (b) the bankruptcy of any party; and (c) the transfer or assignment of your Accounts or any related services. If any portion of this Resolution of Disputes by Arbitration provision is deemed invalid or unenforceable, the remainder of this Resolution of Disputes by Arbitration provision shall remain in force. No portion of this Resolution of Disputes by Arbitration provision may be amended, severed, or waived, absent a written agreement between you and us.

**Applicability.** The requirement of arbitration will not apply to your Account as long as you are an active duty member of the U.S. Armed Services. Otherwise, this Agreement to arbitrate will apply without limitation, regardless of whether 1) your Account is closed; 2) you pay us in full any outstanding debt you owe; or 3) you file for bankruptcy.

**Right to Reject this Resolution of Disputes by Arbitration.** You have the right to opt-out of this Agreement to arbitrate if you tell us within 45 days of your initial Account opening or the receipt of this notice, whichever is later. To opt-out, your written notice must include: (i) your name, as listed on your account, your account number, and a statement that you reject the Resolution of Disputes by Arbitration provision, and (ii) you must send your written notice to us at the following address: America First Federal Credit Union, PO Box 9199, Ogden, UT 84409 Attn: Compliance.

**Acceptance of Arbitration and Class Action Waiver.** By your receipt of our Notice and a copy of this Binding Arbitration and Class-Action Waiver Agreement, your decision not to reject this Agreement and as confirmed by your continued use of your Account, you agree to be bound by the above Resolution of Disputes by Arbitration provision for all of your Accounts and, effective immediately, your Accounts will be bound by this Resolution of Disputes by Arbitration provision.

## **II. FUNDS AVAILABILITY POLICY**

**1. General Funds Availability Policy.** For all accounts except checking, we reserve the right to place reasonable holds on deposited funds to the extent permitted by law. For checking accounts, our general policy is to make funds from your deposits available to you on the next business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and/or we will use them to pay checks that have been written. For check deposits, other than

government checks, made at a shared branch facility of ours, we will place a two- (2)-business-day hold on the funds from such deposits. For check deposits made at a self-assist machine of ours, we will place a two- (2) business day hold on the funds in excess of \$1,500 from such deposits. For determining the availability of your deposits, every day is a business day except Saturdays, Sundays and federal holidays. If you make a deposit before 5 p.m. on a business day we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5 p.m. on a business day or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

**2. Reservation of Right to Hold.** In some cases, we will not make all of the funds you deposit by check available to you on the next business day we receive your deposit. Depending on the type of check you deposit (e.g., large checks without available funds or those from third parties), funds may not be available until the second business day after the day of your deposit. However, the first \$225 of your deposit will be available on the first business day. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you need the funds from a deposit right away, we require you ask us when they will be available.

**3. Holds on Other Funds.** If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept a check for deposit that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately, but delay your availability to withdraw a corresponding amount of funds 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 are described elsewhere in this Agreement for the type of check you deposited.

**4. Longer Delays May Apply.**

We may delay your ability to withdraw funds deposited by check into your account for an additional number of days for these reasons:

- a. We believe a check you deposit will not be paid.
- b. You deposit checks totaling more than \$5,525 on any one (1) day.
- c. You deposit a check that has been returned unpaid.
- d. You have overdrawn your account repeatedly in the last six(6) months.
- e. There is an emergency, such as communications or computer equipment failure.

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 seven (7) business days after the day of your deposit.

**5. Special Rules for New Accounts.** If you are a new member, the following special rules will apply during the first thirty (30) days your account is open: Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks, will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For

example, the checks must be payable to you. Any excess funds over \$5,525 will be available on the ninth 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 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

**6. Deposits at Non-Proprietary ATMs.** Funds from any deposits (cash or check) made at ATMs we do not own or operate will not be available until five (5) business days after the date of deposit. This limit does not apply to ATMs we own or operate. All ATMs we own or operate are identified accordingly.

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

**8. Deposits through Remote/Mobile Deposit.** The Credit Union places an immediate hold on checks deposited through the Remote/Mobile Deposit services. Refer to the Remote Deposit Service Agreement for more details.

### **III. ELECTRONIC SERVICES**

By establishing and using an EFT service or access device, you agree to the following terms and conditions governing your and our rights and responsibilities concerning EFT services offered to you by the Credit Union and any amendments. EFTs are electronically initiated transfers of money including, but not limited to, direct deposit, ATM, POS terminal, Visa® debit card, online banking, bill pay, and mobile banking transactions involving your Credit Union deposit accounts.

**1. EFT Services.**

**a. ATM Transactions.** You may use your America First card ("card") and PIN at Credit Union ATMs and such other machines we may designate. You may use your card to make the following transactions on your accounts:

- Withdraw cash from your savings or checking accounts.
- Transfer funds between your savings or checking accounts.
- Make account balance inquires.
- Make loan payments from savings or checking accounts.
- Make deposits to your savings or checking accounts (proprietary ATMs only).
- Initiate cash advances from your line of credit account or Visa credit account.

**b. Limits.** There is no limit to the number of withdrawals you may make at Credit Union ATMs and nonproprietary ATMs. However, you may be charged a fee as set forth in the Rate and Fee Schedule. You may withdraw up to \$500 (if there are sufficient funds available in your account) per day at any authorized ATM, subject to limits placed by each individual ATM. You may transfer between your savings or checking accounts up to the available balance in your accounts at the time of the transfer at available locations.

**c. Visa® Debit Card.** You may use your Visa debit card to purchase goods and services any place it is honored by participating merchants, including at POS terminals within the networks or such other POS terminals as the Credit Union may designate. Funds to cover your card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union may treat the transaction as an overdraft request pursuant to the Overdraft Service, or may terminate all services under the Agreement. There is no limit to the number of POS purchase

transactions you may make by card during a statement period. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available funds.

**d. Online Banking.** If we approve your application for online banking service to your accounts, a PIN will be assigned to or selected by you. You must use your security code to access your accounts. Online banking is accessible seven (7) days a week, twenty-four (24) hours a day via the Internet. However, we reserve the right to suspend any Online Banking service or access, at any time, if we reasonably believe there is a security risk. There may be times you are unable to process transactions if our database is offline. There is no limit to the number of transactions you may make in any one (1) day. There are certain limitations on transfers from savings or checking accounts. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may refuse to honor any transaction for which you do not have sufficient available funds. Account balance and transaction history information may not show all activity involving your accounts. Among other uses, you may use this service to:

- Transfer funds between your checking, savings, or loan accounts.
- Transfer funds to accounts of other members.
- Obtain balances for any of your accounts.
- View and download an activity history for any account.
- Communicate with the Credit Union using online banking messaging.
- Export files and reports.
- Establish and use bill-payment services.
- Transfer funds from a line of credit account to your savings or checking account.
- Review account balance, transaction history, and tax information for any of your deposit accounts.
- Review information regarding your loan account(s), including payment amounts, due dates, interest charges, and balance information.
- Aggregate account information from other financial institutions.
- Make person-to-person payments.
- Make bank-to-bank transfers.
- Manage contact information, password, and other login credentials, and choose your paper statement status.

**e. Online & Mobile Bill Pay.** Upon approval, you may use your personal computer or mobile device to use the Online Bill Payment Services and access your accounts. You must use your security code to access your accounts. The Bill Payment service is accessible seven (7) days a week, twenty-four (24) hours a day. However, from time to time, some or all of the Credit Union's Bill Payment services may not be available due to system maintenance. You will need a personal computer, Internet access and an appropriate web browser. The online address for the Bill Payment service is [www.americafirst.com](http://www.americafirst.com). You are responsible for the installation, maintenance and operation of your computer and modem. The Credit Union will not be responsible for any errors or failures involving any telephone service or your computer.

#### **i. Service Definitions.**

"Service" means the Online Bill Payment service offered by the Credit Union.

"Biller" is the person or entity to which you wish a bill payment

to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Instruction" is the information provided by you through the Service to the Credit Union for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments will be debited.

"Billing Account" is the checking account from which all Service fees, if any, will be automatically debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Scheduled Payment Date" is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

"Due Date" is the date reflected on your Biller statement for which the payment is due. It is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

**ii. Payment Scheduling.** The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, you will not be permitted to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates should be prior to any late date or grace period.

**iii. Service Guarantee.** Due to circumstances beyond the control of the Credit Union, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Credit Union will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

**iv. Payment Authorization and Payment Remittance.** By providing the Credit Union with names and account information of Billers to whom you wish to direct payments, you authorize the Credit Union to follow the Payment Instructions that it receives. In order to process payments more efficiently and effectively, the Credit Union may edit or alter payment data or data formats in accordance with Biller directives. When the Credit Union receives a Payment Instruction, you authorize the Credit Union to debit your Payment Account and remit funds on your behalf so that the funds arrive as soon as reasonably possible after the Scheduled Payment Date designated by you. You also authorize the Credit Union to credit your Payment Account for payments returned to the Credit Union by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service. The Credit Union will use its best efforts to make all your payments properly. However, the Credit Union shall incur no liability and any Service Guarantee shall be void if the Credit Union is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Credit Union, your Payment Account does not contain sufficient funds to complete

the transaction or the transaction would exceed the credit limit of your overdraft account;

2. The payment processing center is not working properly and you know or have been advised about the malfunction before you execute the transaction;
3. You have not provided the Credit Union with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
4. Circumstances beyond control of the Credit Union (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Credit Union has taken reasonable precautions to avoid those circumstances. Provided none of the foregoing exceptions are applicable, if the Credit Union causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Credit Union shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

**v. Payment Methods.** The Credit Union reserves the right to select the method in which to remit funds through the Service on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

**vi. Payment Cancellation Requests.** You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the Service. There is no charge for canceling or editing a Scheduled Payment. Once the Credit Union has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

**vii. Stop Payment Requests.** The Credit Union's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Credit Union may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed through the Service. If you desire to stop any payment that has already been processed through the Service, you must contact member service. Although the Credit Union will make every effort to accommodate your request, the Credit Union will have no liability for failing to do so. The Credit Union may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

**viii. Prohibited Payments.** Payments to Billers outside of the United States or its territories are prohibited through the Service. It is unlawful to use this system to transfer money to any person or organization listed in the Office of Foreign Asset Control's Specially Designated Nationals list.

**ix. Exception Payments.** Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Credit Union be liable for any claims or damages resulting from your scheduling of these types of payments through the Service. The Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. The Credit Union has no obligation to research or resolve any claim resulting from an exception payment.

All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Credit Union.

**x. Bill Delivery and Presentment.** This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

1. Information Provided to the Biller - The Credit Union is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. You agree the Credit Union may, at the request of the Biller, provide to the Biller your email-address, service address, or other data specifically requested by the biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about any Service or bill information.

2. Activation - Upon activation of the electronic bill feature of the Service, the Credit Union may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

3. Authorization to Obtain Bill Data - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

4. Notification - The Credit Union will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Credit Union may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

5. Cancellation of Electronic Bill Notification - The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Credit Union will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Credit Union will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

6. Non-Delivery of Electronic Bill(s) - You agree to hold the Credit Union harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

7. **Accuracy and Dispute of Electronic Bill(s)** - The Credit Union is not responsible for the accuracy of your electronic bill(s). The Credit Union is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly. This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

**2. Electronic Check Transactions.** You authorize us to honor any electronic check conversion transaction and re-presented check fee debit transactions you authorize ("electronic check transaction"). You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving any notice regarding the merchant's right to process the transaction, including any written sign provided by the merchant at the time of your transaction. All terms governing EFT services will apply to electronic check transactions, except the \$50 and \$500 limits of liability for any unauthorized transactions in Section 7. (Member Liability). You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.

**3. Preauthorized EFTs and Direct Deposit.** Preauthorized EFTs may be made into or from your Credit Union account(s). These may include preauthorized EFTs made to your account from a third party (such as Social Security or your employer) or from your account to a third party (such as a mortgage company or insurance premium payment), excluding bill-payment transactions. If EFTs are made into or from your account(s), those payments may be affected by a change in your account status or if you transfer your account. Upon the instruction of (i) your employer, (ii) the U.S. Treasury Department, or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security.

**4. Mobile Banking Service Terms.** Upon our approval, you may use mobile banking services to: (i) conduct mobile banking transactions; and (ii) make external funds transfers, subject to the following terms and conditions. If any of the accounts you register under mobile banking, or external funds transfer services is a joint account, you represent your joint account holder has consented for you to use that account with any service. We will end any service use if any joint account holder notifies us: (i) he or she never consented to you using the service; (ii) the joint account can no longer be operated by your instructions alone; or (iii) he or she is withdrawing consent for you to operate the joint account. If the account access to any mobile banking service is conducted by or for a business member, or the services are used for business purposes, the service and account will be considered a business service and account under this Agreement.

**a. Mobile Banking Service Access.** Mobile banking is a personal financial information management service allowing you to access account information and make transactions as set forth above using compatible and supported mobile phones and/or other compatible and supported wireless devices ("mobile device"). You must use your PIN with your account number for access. We reserve the right to modify the scope of mobile banking services at any time. We reserve the right to refuse to make any transaction requested through mobile banking. You agree and understand that mobile banking may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. The most up-to-date list of services you may be able to access through mobile banking is posted on the mobile banking enrollment and management site accessed through online banking. When you enroll in mobile banking, designated accounts and payees (or billers) linked to your account through online banking will

be accessible through mobile banking.

**b. Touch Identification ("Touch ID").** We may offer the option to log in to the America First mobile banking application using Touch ID. If you enable Touch ID on your device, you can turn this feature on or off through mobile banking settings. You can also disable Touch ID at any time through your device setting under the Touch ID & Passcode section. You acknowledge that by enabling Touch ID, you allow anyone who has a fingerprint stored on your device to access your account on the America First mobile banking application. We caution against storing the fingerprints of others on your device. If you do, ensure the individuals who have fingerprints stored on your device are authorized to access your financial information through mobile banking. America First reserves the right to suspend or disable this feature at any time. Contact us immediately if you believe your device or login credentials have been lost, stolen, or compromised in any way.

**c. Mobile Banking Use of Services.** You accept responsibility for ensuring you understand how to properly use mobile banking by engaging in its use, and you agree to use mobile banking in accordance with the online instructions posted on our site. You also accept responsibility for properly using your mobile device and the mobile banking software application. In the event we change or upgrade mobile banking, you are responsible for understanding how to use our service as changed or upgraded. We will not be liable for any losses caused by your failure to properly utilize mobile banking or your mobile device.

**d. Mobile Banking Transactions.** At present, you may use mobile banking to:

- Transfer funds between your savings, checking, money market, and loan and/or credit card accounts.
- Make payments to any of your loan or credit card accounts.
- Review account balance and transaction history for any of your deposit or loan accounts.
- Review information on your loan account(s), including payment amounts, due dates, interest charges, and balance information.
- Make bill payments from your checking account using online banking's bill-payment service.
- Make administrative changes on your mobile banking settings and service access.
- Submit a loan application.
- Make a deposit.
- Make person-to-person payments.
- Aggregate account information.

**e. Account Information from Third-Party Sites.** Users of this service will authorize America First to retrieve financial information from third parties by providing the required login credentials. This account information is accessed by using one or more online services. America First does not review account information sent from other financial institutions for accuracy and takes no responsibility for the accuracy of such information. If there are any discrepancies, you agree to contact your other financial institution(s) directly. America First is not responsible for the products and services offered by or on third-party sites. The Credit Union cannot foresee or anticipate technical or other difficulties associated with third-party sites and therefore cannot assume responsibility for the timeliness, accuracy, deletion, or interruption in service from such sites. Information may be more up to date when obtained directly from the relevant site.

**f. Relationship to Other Agreements.** You agree that any mobile banking use remains subject to the terms and conditions of all your existing agreements with us, including the Membership and Account Agreement (Online Banking Services Agreement). Bill-payment transactions conducted through

mobile banking are also subject to the terms of the Online Bill Pay Agreement, provided to you upon qualification. All check deposit capture services used with your mobile device are subject to a separate Mobile Deposit Service Agreement. You agree that mobile banking use constitutes your agreement to remain subject to the terms and conditions of all your existing agreements with the Credit Union or any service providers of yours, including mobile service carriers or providers (e.g., Verizon, Sprint, T-Mobile, Alltel, AT&T, etc.). You understand those agreements may provide for fees, limitations and restrictions, which may impact your mobile banking use. For example, your mobile service carrier or provider may impose data usage or text message charges for your use of, or interaction with, mobile banking, including while downloading the software, receiving or sending mobile banking text messages, or other use of your mobile device when employing software features or other products and services provided by mobile banking. You agree to be solely responsible for all such fees, limitations, and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us.

**g. Mobile Banking Software License.** You are hereby granted a personal, limited, nontransferable, non-exclusive, non-sub-licensable and non-assignable license ("license") to download, install, and use the software application on your mobile device operating within the United States and its territories. In the event that you obtain a new or different device, you will be required to download and install the software application pertaining to that new or different device. This license shall be deemed revoked immediately upon: (i) your termination of mobile banking in accordance with this Agreement; (ii) your deletion of the software application from your mobile device; or (iii) our written notice to you at any time with or without cause. If this license is revoked for any of the foregoing reasons, you agree to promptly delete the software application from your device.

**h. Your Obligations.** When you use mobile banking to access accounts you designate during the registration process, you agree to the following requirements:

**i. Account Ownership/Accurate Information.** You represent that you are the legal owner of the accounts and other financial information which may be accessed via mobile banking. You represent and agree that all information you provide to us in connection with mobile banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating mobile banking. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

**ii. User Conduct.** You agree not to use mobile banking or the content or information delivered through this service in any way that would: (a) infringe on any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the software application; (b) be fraudulent or involve the sale of counterfeit or stolen items, including but not limited to the use of mobile banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including but not limited to those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading, or inaccurate; (e) create liability for us, our affiliates, or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal,

offensive or objectionable; (h) interfere with or disrupt computer networks connected to mobile banking; (i) interfere with or disrupt the use of mobile banking by any other user; or (j) use mobile banking in such a manner as to gain, or attempt to gain, unauthorized entry or access to the computer systems of others.

**i. Mobile Banking Service Limitations.** Neither we nor any of our service providers assume responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications, or personalization settings in connection with your mobile banking use. Neither we nor any of our service providers assume responsibility for the operation, security, functionality, or availability of any device or mobile network with which you utilize mobile banking service. You agree to exercise caution when you use the mobile banking application on your device, and you agree to use good judgment and discretion when obtaining or transmitting information. Financial information shown via mobile banking reflects the most recent account information available through this service, and may not be current. You agree that neither we nor our service providers will be liable for any delays in the content or for any actions you take in reliance thereon. If you need current account information, you agree to contact us directly.

#### **5. External Funds Transfers.**

**a. Enrollment.** During enrollment for this service, you are required to select or will be assigned a user ID and password. You agree the use of this login information is a reasonable and acceptable security procedure to access the service. You agree to keep this information confidential to prevent unauthorized access to your accounts and to prevent unauthorized use of the service. We reserve the right to block access to the service to maintain or restore security to our site and systems if we reasonably believe your login information has been or may be obtained or is being used or may be used by any unauthorized person(s).

**b. Service Access and Use.** Access is restricted to those persons who have a valid user ID and password and who have accepted these terms and conditions. You are responsible for all transfers you authorize using the service. If you provide your login information and permit other persons or other entities to use the service, you are responsible for any transaction(s) they initiate on your accounts. You should notify us immediately if you believe any of your accounts have been accessed or your login information has been compromised or used without your permission. A valid email address is required for use. It is your responsibility to ensure we have a valid email address at all times. You can update your email address online after logging in to the service, or by calling 1-800-999-3961. You can use email to contact us about inquiries, maintenance and/or problem resolution issues. Email is not a secure method of communication and we recommend you do not send confidential information by email.

**c. Funds Transfer Service.** The service enables you to transfer funds from accounts you maintain with other financial institutions ("transaction account") to your Credit Union account(s), including ACH transfers to any loan or deposit accounts and debit card transfers to your loan accounts with us.

**i. Transfer Authorization and Processing.** You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even

withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such joint owners. Further, you represent and warrant that the transaction account is located in the United States. When we receive a transfer instruction from you, you authorize us to debit your transaction account and remit funds on your behalf to the Credit Union account designated by you and to credit one of your accounts. You also authorize us to reverse a transfer from your Credit Union account if the debit is returned from the transaction account for any reason, including but not limited to non-sufficient funds.

**ii. Transfer Methods and Amounts.** We may, at our sole discretion, impose limits on the amount of money you can transfer through our service. We also reserve the right to select the method in which to transfer funds on your behalf, and the method to return funds to you in the event that the Credit Union account is closed or otherwise unavailable to us.

**iii. Transfer Fees.** You agree to pay a transfer fee of \$8.00 for any funds transfer by debit card under the service.

**iv. Transfer Cancellation Requests and Refused Transfers.** You may cancel a transfer at any time until it begins processing. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your transaction account. If this is unsuccessful (for example, the transaction account has been closed), we will make reasonable attempts to mail you a paper check. If after ninety (90) days (or longer, depending on our then-current standard for unclaimed checks) that check has not been cashed, we will stop funds transfer on it and transfer these funds to an unclaimed funds account, and will subsequently handle the unclaimed funds as required or otherwise permitted by applicable law.

**v. Stop Funds Transfer Requests.** If you desire to stop any transfer that has already been processed, you must contact us. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

**vi. Failed or Returned Transfers.** By using the service, you are requesting us to make transfers for you from your transaction account. If we are unable to complete the transfer for any reason associated with your transaction account (for example, there are insufficient funds in your account to cover the transaction), the transfer may not be completed. In some instances, you will receive a return notice from us. In each such case, you agree that: (a) you will reimburse us immediately upon demand the transfer amount that has been returned to us; (b) for any amount not reimbursed to us within fifteen (15) days of the initial notification, you may be assessed a fee if the transfer is returned because you have insufficient funds in your transaction account to cover the requested transfer, or if we cannot otherwise collect the funds from you; (c) the fee amount will be as set forth in your Rate and Fee Schedule or your account Agreement with us. You hereby authorize us to deduct these amounts from your designated transaction account by ACH debit; (d) you will reimburse us for any fees or costs we or they incur in attempting to collect the amount of the return from you; and (e) we are authorized to report the facts concerning the return to any credit reporting agency.

**vii. Refused Transfers.** We reserve the right to refuse any transfer to a Credit Union account. We will notify you promptly if we decide to refuse to transfer funds to a Credit Union account. This notification is not required if you attempt to make a prohibited transfer under this Agreement.

**viii. Returned Transfers.** By using the service, you

understand transfers may be returned for various reasons such as, but not limited to, Credit Union account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Credit Union account or void the transfer and credit your transaction account. You may receive notification from us.

**d. Your Responsibilities for Accurate Information.** Your service enrollment may not be fulfilled if we cannot verify your identity or other necessary information. By enrolling, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. It is your responsibility to ensure the accuracy of any information that you enter into the service, and for informing us as soon as possible if you become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a transfer made to the wrong Credit Union account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

**6. Conditions of Account and Card Use.** The use of your card and account are subject to the following conditions:

**a. Card Ownership.** Any card or other device we supply to you is our property and must be returned to us (or to any person whom we authorize to act as our agent, or any person who is authorized to honor the card) immediately according to instructions. The card may be repossessed at any time and at our sole discretion, without demand or notice. You cannot transfer your card or account to another person. You may not use the card for any illegal or unlawful transaction, and we may decline to authorize any transaction we believe poses an undue risk of illegality or unlawfulness.

**b. Honoring the Card.** Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor it or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of cash.

**c. PIN or Access Code.** The PIN or access code you select is for your security purposes. The PIN or access code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your PIN or access code. You agree not to disclose or otherwise make your PIN or access code available to anyone not authorized to sign on your accounts. You agree that if you provide your PIN or access code to a joint owner on your deposit account or another person or a PIN or access code is issued to a joint owner at their request, you understand and agree that person has full access to and your authorization to receive any deposit or loan account information of yours. The Credit Union has no responsibility to inquire about the person's authority or permission to access your information and will not be liable for providing any account information access to such person. If you authorize anyone to have or use your PIN or access code, you understand that person may use online and mobile banking services to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your PIN or access code, and you agree that the use of your PIN or access code will have the same effect as your signature for authorizing transactions. If you authorize anyone to use your PIN or access code in any manner that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union that transactions and access by that person are no longer authorized and your PIN or access code is changed. If you fail to maintain or change the security of your PIN or access code and the Credit Union suffers a loss, we may terminate your EFT and account services immediately.

**d. Foreign Transactions.** Purchase and cash advance

transactions made in or with merchants located in foreign countries will be billed to you in U.S. dollars. The currency conversion rate for international transactions as established by Visa International, Inc. is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. VISA USA charges us 1% International Service Assessment on all international transactions, regardless of whether there is a currency conversion. If there is a currency conversion, you will be charged an International Service Assessment of 1% of the transaction amount for any card transaction made in or with merchants located in a foreign country.

**e. Illegal Internet Gambling.** You agree that all transactions you initiate by using your Visa debit card are legal in the jurisdiction where you live and/ or where the transaction occurred. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. Your Visa debit card may only be used for legal transactions. Display of a payment card logo by an online merchant does not mean that Internet gambling transactions are lawful in all jurisdictions in which you may be located. We have restricted all online gambling transactions with our Visa debit card.

**f. Non-Visa Checking Transactions Processing.** We have enabled non-Visa debit transaction processing. This means you may use your Visa debit card on a PIN-debit network (non-Visa networks) without a PIN. The non-Visa debit network(s) for which such transactions are enabled is the STAR Network. Examples of the actions you may be required to take to initiate a Visa transaction on your Visa debit card include signing a receipt, providing a card number over the phone or via the Internet, or swiping the card through a POS terminal. Examples of actions required to initiate a transaction on a PIN-debit network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through PIN use. The provisions of your agreement with us relate only to Visa transactions and are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-debit network. Therefore, the liability rules for other EFTs in Section 7. (Member Liability) will apply. Visa rules generally define PIN-debit networks as non-Visa debit networks that typically authenticate transactions by using a PIN, but are not generally known for having cards present.

**7. Member Liability.** You are responsible for all transfers you authorize using EFT services under this Agreement. If you permit other persons to use an EFT service, card, PIN or access code, you are responsible for any transactions they authorize or conduct on any of your accounts. Inform us immediately if you believe anyone has used your account, card, PIN, or access code and accessed your accounts without your authority, or if you believe an EFT has been made without your permission using information from your checks. Telephoning is the best way of keeping your possible losses down. For debit card purchase transactions, if you notify us of your lost or stolen card, you may not be liable for any losses. These liability limits will apply, provided you were not negligent or fraudulent in handling your card and you provide us with a written statement regarding your unauthorized debit card claim. Otherwise, the following liability limits may apply. For all other EFT transactions except

electronic check transactions, if you tell us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or EFT service, and we can prove that we could have stopped someone from accessing your account without your permission if you had informed us, you could lose as much as \$500. Your liability for unauthorized line-of-credit transactions through an EFT service is \$50. Additionally, if your statement shows EFT transfers you did not authorize, including those made by debit card, PIN, access code, or other means, inform us at once. If you do not inform us within sixty (60) days after the statement was mailed or made available to you, you may be liable for up to the full amount of the loss if we can prove we could have stopped someone from making the transfers if you had informed us. If a legitimate reason (such as a hospital stay) kept you from informing us, we will extend these time periods. If you believe your card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, please call us toll-free: 1-800-999-3961 or write to: America First Federal Credit Union, P.O. Box 9199, Ogden, UT 84409-0199.

**8. Business Days.** Our business days are Monday through Saturday. Holidays are not included.

**9. Fees.** There are certain fees for EFT services as set forth in the Rate and Fee Schedule, which is incorporated herein. From time to time, fees may be changed. We will notify you of any changes as required by law. If you use an ATM not operated by us, you may be charged a surcharge by the ATM operator or an ATM network utilized for such a transaction. The ATM surcharge will be debited from your account if you elect to complete the transaction. You may not use the card for any illegal or unlawful transactions and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. If you conduct an ATM or debit card transaction and you have opted in to Overdraft Service, or you conduct any other EFT and overdraw your account, you agree to pay an overdraft fee as set forth in the Rate and Fee Schedule.

**10. Right to Receive Transfer Documentation.**

**a. Periodic Statements.** Transfers and withdrawals transacted through any EFT will be recorded on your periodic statement provided by mail or electronically. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least annually. You may request that your statement be provided electronically. You understand and agree that statements are made available to you on the date they are mailed or an electronic statement is available for your access. Images of Credit Union checks cashed at our branches or checks that are returned are not available for viewing in online banking.

**b. Direct Deposits.** If you have arranged for a direct deposit to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling 1-800-999-3961 or sending an email to support@americafirst.com.

**c. Terminal Receipt.** You will get a receipt at the time you make any transaction in excess of \$15 (except inquiries) involving your account using an ATM or POS terminal.

**11. Account Information Disclosure.** We will maintain the confidentiality and privacy of your account information in accordance with our Privacy Policy. However, we will disclose information to third parties about your account or your EFTs in the following limited circumstances:

- a. as necessary to complete transfers;
- b. to verify the existence of sufficient funds to cover specific transactions at the request of a third party, such as a credit

bureau or merchant;

- c. to comply with government agency or court orders; and
- d. if you give us your express permission.

## 12. Preauthorized EFTs.

**a. Cancellation Rights.** If you have authorized us to originate regular EFTs from or to your Credit Union account, you or the Credit Union may cancel that request at any time up to three (3) business days before the scheduled date of the transfer. This request may be made orally or in writing. If you order us to cancel one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages only if accurate information was provided to us.

**b. Notice of Varying Amount.** If these regular payments may vary in amount, the company you are going to pay will inform you ten (10) days before each payment when it will be made and how much it will be.

**c. Liability.** The Credit Union may charge a fee for each stop-payment order requested, as set forth in the Rate and Fee Schedule. If payment of an item is stopped, you may remain liable to any person, including the Credit Union, holding the item, despite the stop-payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages, or claims related to the Credit Union's action in refusing payment of an item, including claims of any multiple-party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

**13. Credit Union's Liability for Failure to Make Transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. Our sole responsibility for an error will be to correct the error. In no case will we be liable for any indirect, special, or incidental damages. For instance, we will not be liable:

- a. If, through no fault of ours, you do not have enough money in your account to make the transfer, your account is inactive, or the transfer would exceed the credit limit on your line of credit.
- b. If you used the wrong access code or you used an access code in an incorrect manner.
- c. If the card has expired or is damaged and cannot be used.
- d. If the ATM where you are making the transfer does not have enough cash.
- e. If the ATM or POS terminal was not working properly and you knew about the problem when you initiated the transaction.
- f. Circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- g. If the funds in your account are subject to legal process or other claim.
- h. If your account is frozen because of a delinquent loan.
- i. If the error was caused by any of the designated ATM networks' systems.
- j. If you have not given the Credit Union complete, correct, and current instructions for us to process a transfer or bill payment.
- k. If, through no fault of ours, a bill payment or funds transfer transaction does not reach a particular payee due to changes in the payee address, account number, or otherwise; the time you allow for payment delivery was inaccurate; the payee failed to process a payment correctly or in a timely manner; and a fee, penalty, or interest is assessed against you.
- l. If the error was caused by a system beyond the Credit Union's control, such as a telecommunication system, an Internet service provider, or any virus or problems related to software not provided by the Credit Union.
- m. If there are other exceptions as established by the

Credit Union.

**n.** If the ATM retains your card under certain circumstances, in which event you may contact the Credit Union about its replacement.

## 14. Suspension and Termination of Services.

**a. Suspension of EFT Access or Service.** If you are in breach of this Agreement or any other loan or service agreement with the Credit Union or we suspect fraudulent activity on your account, the Credit Union may without prior notice restrict access to your accounts or suspend your electronic services or access devices, including ATM or debit cards and online or mobile banking services. Such restrictions may continue until you cure any breach condition or any fraud condition is resolved.

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

**15. Amendments.** The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your Credit Union account and any future changes to those regulations.

**16. EFT Billing Errors.** For consumer accounts, in case of errors or questions about your EFT transactions under this Agreement, call or write to us at the number and address set forth in Section 7 as soon as possible. We must hear from you no later than sixty (60) days after we mailed or made available the first statement on which the problem appears.

- a. Provide your name and account number.
- b. Describe the transaction you are referencing and explain as clearly as you can why you believe it is an error or why you need further information.
- c. Tell us the dollar amount of the suspected error. If you inform us orally, we may require that you send your complaint or question in writing within ten (10) business days. We will inform you of the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. We may take up to ninety (90) days for POS transaction errors, new account transaction errors, or errors involving transactions initiated outside the United States. If we decide on this course of action, we will re-credit your account within ten (10) business days for the amount you think is in error to provide you with use of funds during the time it takes us to complete our investigation. If we ask you to register your complaint or question in writing and we do not receive it within ten (10) business days, we may not re-credit your account. If we determine after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

If you have questions about your account, including check transactions, your responsibilities to examine your statements and notify us of errors are governed by your Membership and Account Agreement.

**17. ATM Safety Notice.** The following information is a list of safety precautions recommended:

- Be aware of your surroundings.
- Consider having someone accompany you to an ATM after dark or at a night-deposit facility.
- If another person is uncomfortably close to you when you're making a transaction, ask him/her to step back before proceeding.
- Refrain from displaying cash at the location.
- As soon as your transaction is complete, place your money in your purse or wallet.
- If you notice anything suspicious, consider using a different ATM or return later.
- If you are making a transaction and notice something suspicious, cancel it and leave.
- If you are followed, go to the nearest public area.
- Do not write your PIN on any of your cards.
- Report all crimes to law enforcement officials immediately

# AMERICA FIRST CREDIT UNION PRIVACY POLICY

## FEDERAL LAW

### FACTS

#### WHAT DOES AMERICA FIRST CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

#### WHY?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand America First Credit Union's Privacy Policy.

At America First Credit Union, we respect the privacy of our members. We recognize the importance of maintaining the confidentiality of your personal financial information. This notice describes the privacy policy and practices followed by America First Credit Union. This notice explains what types of member information we collect and under what circumstances we may share it.

#### WHAT?

The types of personal information we collect and share depend on the accounts or services you have with us. This information can include:

- Name, address, Social Security Number, age and income
- Account balances and transaction history
- Credit history and credit scores

When you are *no longer* our member, we will not share your information except as permitted or required by law as described in this notice.

#### HOW?

All financial companies need to share members' personal information to run their everyday businesses. In the section below, we list the reasons financial companies can share their members' personal information; the reasons America First Credit Union chooses to share; and whether you can limit this sharing.

#### REASONS WE CAN SHARE YOUR PERSONAL INFORMATION

#### DOES AMERICA FIRST CREDIT UNION SHARE?

#### CAN YOU LIMIT THIS SHARING?

For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, report to credit bureaus, and conduct data analytics to allow the Credit Union to better serve you

Yes

No

For our marketing purposes - to offer our products and services to you

Yes

No

For joint marketing with other financial companies

Yes

No

For our affiliates' everyday business purposes - information about your transactions and experiences

Yes

No

For our affiliates' everyday business purposes - information about your creditworthiness

No

We don't share

For our affiliates to market to you

No

We don't share

For nonaffiliates to market to you

No

We don't share

#### QUESTIONS?

Call 1-800-999-3961, send an email to [support@americafirst.com](mailto:support@americafirst.com), or write to: America First Credit Union, P.O. Box 9199, Ogden, UT 84409.

WHO WE ARE	
Who is providing this notice?	America First Credit Union
WHAT WE DO	
How does America First Credit Union protect my personal information?	To protect your personal information from unauthorized access and use, we utilize security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also restrict access to nonpublic personal information about you to those employees and volunteers who need to know the information to provide products or services to you.
How does America First Credit Union collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• open an account or apply for a loan</li> <li>• apply for any credit union service</li> <li>• visit our Web site, provide us with information on any online application or transaction, or information you send to us by email</li> <li>• use your credit or debit card or pay your bills</li> <li>• make deposits to or withdrawals from your accounts</li> </ul> <p>We also collect your personal information from others, including credit bureaus or other companies.</p>
Why can't I limit all sharing?	<p>Federal law only gives you the right to limit information sharing as follows:</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes--information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
DEFINITIONS	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>America First Credit Union does not share with nonaffiliates so they can market to you except for our joint marketing arrangements.</i></li> </ul>
Joint Marketing	<p>A formal agreement between America First Credit Union and a nonaffiliated financial company where we jointly market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Our joint marketing partners include investment and financial service providers and insurance companies.</i></li> </ul>

## CALIFORNIA LAW

### WHAT IS PERSONAL INFORMATION?

Personal Information. Under the CCPA your “Personal Information” includes the following data that identifies, relates to or may be associated with you:

- Demographic information (i.e., name, address, email),
- A unique identifier, such as an IP address,
- Account or Social Security Number,
- Driver’s license or passport,
- Personal property records,
- Card numbers,
- Access codes (PINs & passwords)
- Online activity,
- Biometric, geolocation, employment and education data,
- Browsing and search history, and
- Information concerning a consumer’s interaction with a website.

Personal information also includes information that is identifiable to your household

## AMERICA FIRST CREDIT UNION COLLECTION OF MEMBER PERSONAL INFORMATION

### Categories of Member Personal Information We Collect

Your personal information that we collect may include:

- Personal identifier information: name, email address, social security number, driver’s license number, access codes.
- Account & transaction information: account number, card number, account information, transaction information, and credit information and required consents, opt-in & opt-out requests.

### Where We Collect Member Personal Information

We collect the categories of personal information listed above when you: visit our website or submit an online application, conduct any branch, mail or online transaction, use the Personal Finance Manager program or send us an e-mail, or phone inquiry.

## AMERICA FIRST CREDIT UNION USE & SHARING OF MEMBER PERSONAL INFORMATION

### How We May Use Member Personal Information

We may use each category of personal information we collect for the following purposes:

- To verify the identity of the person conducting the account transaction or inquiry with us or our service providers
- To fulfill account or service requests that you initiate
- To prevent fraud or meet legal requirements.

We have never sold and we will not sell any of your personal information to anyone.

### How We May Share Member Personal Information

We may share your personal identifiable information with 1) our third-party service providers and payment processor to facilitate your services or transactions, or 2) other financial companies with whom we have a joint marketing agreement.

## YOUR RIGHTS TO PROTECT YOUR PERSONAL INFORMATION

<b>Right to Request Access to Your Personal Information</b>	<p>You have a right to access your personal information that we have collected. Upon your request by mail, email or in person to the Credit Union, we will disclose any of the following information requested:</p> <ul style="list-style-type: none"><li>• The categories of personal information collected;</li><li>• The sources from which personal information was collected;</li><li>• Our purpose for collecting the information;</li><li>• The categories of third parties with whom we share personal information; and</li><li>• The specific pieces of your personal information we have collected.</li></ul>
<b>Right to Request Your Personal Information Be Deleted</b>	<p>You have the right to request that we delete personal information about you that we have collected. Upon your verifiable request by mail, email or in person to the Credit Union, we will delete the information and direct our service providers to delete the information from its records unless we or service provider needs the personal information. The following are the exceptions where the Credit Union and our service providers need the personal information to maintain and service your account and cannot delete the information:</p> <ul style="list-style-type: none"><li>• To process your transactions for which the personal information was collected,</li><li>• To provide the account or service requested,</li><li>• To detect security incidents; protect against fraudulent, or illegal activity;</li><li>• To identify and correct any Credit Union systems errors,</li><li>• To comply with the California Electronic Communications Privacy Act;</li><li>• To operate the systems and applications to maintain your accounts and services,</li><li>• To comply with a legal obligation or in a lawful manner compatible with the context in which you provided the information.</li></ul>
<b>Right to Opt Out of the Sale of Your personal Information</b>	<p>The Credit Union does not sell any member personal information to any third party.</p>
<b>Right to Equal Services &amp; Pricing</b>	<p>You have the right to receive equal service and pricing from us even if you choose to exercise any of your privacy rights. We will not discriminate against you for exercising any of the consumer's rights, including:</p> <ul style="list-style-type: none"><li>• denying accounts or services to you ;</li><li>• charging different prices or rates for accounts or services or imposing penalties;</li><li>• providing a different level or quality of accounts or services to you or suggesting that you will receive a different price or rate for accounts or services or a different level or quality of accounts or services.</li></ul>
<b>How to Submit Requests to the Credit Union or Contact Us for More Information.</b>	<p>You may submit your requests to the Credit Union as follows: <i>In person</i> – at any America First branch <i>Mail</i>: America First Credit Union, P.O. Box 9199, Ogden, UT 84409. <i>Email</i>: support@americafirst.com</p> <p>You may designate an authorized agent to submit requests on your behalf by providing us with your written authorization of the agent and nature of your request.</p> <p>We will verify your request by using our current authentication practices including matching the identity information you provide with your request with your personal information we maintain on file.</p>

<b>Additional Online Privacy Protections</b>	<p><b>Use of Cookies</b> America First Credit Union uses cookies when you visit our website. These cookies are essential for enabling user movement around our website and providing access to features such as your member-only resources, online banking, and other secure areas of the website. These cookies do not gather information about you that could be used for marketing purposes and do not remember where you have been on the internet and America First does not track or sell this data. This category of cookies cannot be disabled.</p> <p><b>California Do Not Track Disclosures.</b> Certain web browsers offer a “Do Not Track” (DNT) option that permits users to select a preference not to have information about web browsing activities monitored and collected. The Credit Union website will not honor DNT signals from you. Visitors to the site receive an ID upon their first visit which may be used later in a matching process to identify Credit Union members.</p>
	<p>Our Privacy Policy is posted on our website <a href="http://www.americafirst.com/privacy">www.americafirst.com/privacy</a> You can reach us: Toll-free at (800) 999 3961</p> <p><b>Privacy Policy Changes.</b> We reserve the right to amend this Privacy Policy at our discretion and at anytime. We will post our amended Privacy Policy on our website or otherwise notify you as required by law.</p>



P.O. Box 9199 • Ogden, Utah 84409  
americafirst.com • 800-999-3961 •    



This credit union is federally insured by the National Credit Union Administration. Equal Housing Opportunity Lender.

01/24 - Form #0615