

Business Membership and Account Services

Agreement and Disclosures



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BUSINESS MEMBERSHIP, ACCOUNT AND SERVICES AGREEMENT GENERAL TERMS AND CONDITIONS

Please read this document carefully and keep it in a safe and convenient place.

This Agreement supersedes all previous versions.

- 1. Terms, Conditions and Limitations of Your Relationship with the Credit Union.** Your membership, account(s), loan(s) and service(s), whether opened now or in the future, are governed by this Agreement, any Account Card, the Arbitration Agreement and Class Action Waiver, Funds Availability Policy Disclosure, Truth-in-Savings Disclosure, Electronic Records, Communications and Transactions Agreement and Disclosures, Business Debit Card Cardholder Agreement, Business Fee Schedule, Credit Union Bylaws, Credit Union policies and procedures, any other documents we give you pertaining to your accounts (such as receipts or statements), and any amendments made to these documents from time to time, which are collectively referred to as "Agreement". Your relationship with Interra Credit Union is also governed by state and federal laws, which may change from time to time. The body of law is too large and complex to be reproduced here. The purpose of this Agreement is to: (1) summarize the rules applicable to common transactions; (2) establish rules to govern transactions not regulated by state or federal law; and (3) establish variations that will apply to certain rules, events or transactions as permitted by applicable law, and (4) provide you with certain disclosures and information regarding our policies as required by law. By signing a Business Membership Application, Agreement and/or Account Card, authenticating your request, your maintenance or continued use of any account or account services after receiving this Agreement, notice of its availability or notification of any change in terms, you, jointly and severally, agree that you understand and agree to the terms and conditions stated in this Agreement. To the extent there is any conflict between the terms of this Agreement and any of these items or any other documents, the terms of this Agreement shall govern. This Agreement may be amended or revised by us at any time, and any change in the Agreement shall be immediately effective unless otherwise specifically required by applicable law. Transactions on your account may also be governed by agreements with third parties such as NACHA's (The National Automated Clearing House Association) Operating Rules, which agreements will also be binding upon you and the Credit Union. To the extent that the terms of any such third-party agreements provide for specific processing, reporting or other time periods, or require you to make any claims or provide any notifications or responses, then the third parties' requirements and rules shall govern despite any other general or specific terms or conditions set forth in the entirety of this Agreement. This Agreement may be amended or revised by us at any time, and any change in the Agreement shall be immediately effective unless otherwise specifically required by applicable law. This Agreement is binding upon all parties hereto and their heirs, representatives, successor, assigns and any other person claiming any right or interest under or through said parties.
- 2. Accounts and Services Used for Business Purposes.** You represent, warrant and guaranty that all accounts and/or other services, including any particular transaction shall be for commercial or organization use, and no service or transaction shall otherwise be used for any consumer, household or family purpose whatsoever.
- 3. General Definitions / Requirements / Biometrics.** In this Agreement the words "you, your, yours, Business, owner or ownership" refer to your business or organization and each person signing an Account Card or for which membership and/or service requests are otherwise approved; the terms "we," "our," and "Credit Union" refer to Interra Credit Union.

Account(s) refers to your Interra Credit Union Business deposit account(s).

Account Card means any signature card, Business membership application or agreement, account change card or other form required to open or change an account, obtain an account service with us, or provide authorization/instruction to us.

Access Device means any card, electronic access device(s) and/or any codes, passwords or personal identification number (PIN) that we issue or you establish to allow you access and/or use any account or other services. With regard to online or internet transactions an access device shall also include any computer, smart-phone or other hardware used to make or process a transaction.

Actual Balances and Available Balances: As explained in this Agreement there are many circumstances that will affect your access to the funds in your accounts. Many of these transactions are beyond the Credit Union's control as they are requirements of the payment networks that your transactions are processed through via the merchants with whom you choose to do business. Also, we may place holds on various deposits as explained in the Section in this Agreement on Funds Availability and under certain circumstances explained elsewhere. Thus, your account records may show an "Actual Balance" and an "Available Balance." The Actual Balance is the total amount of funds in your account(s). The Available Balance is the amount of the Actual Balance that is available for transactions (withdrawals, write checks, debit transactions, online banking or other authorized transactions). You should take care only to make transactions against the Available Balance as these are the only funds you may access for transactions. If you exceed the Available Balance (even though the Actual Balance may be greater) you may overdraw your account as new or additional transactions cannot be processed until funds are available for transactions. This may result in Insufficient Funds Transactions, Returned Items and Fees including Overdraft Protection Fees as a result of exceeding your Available Balance. To know the Available Balance you may check Interra Online, mobile banking, ATM, or Interra Connect. Also, be sure you understand the order in which your transactions are paid as explained in Order of Payments section so that you may avoid making transactions that exceed your Available Balance.

Authorized User. means any person who has actual, implied or apparent authority, or to whom any owner has at any time given any information, access device or documentation that enables such a person to access, withdraw, make transactions to or from your account(s), or you use any of your account services. If you authorize anyone to use your access devices that authority shall continue until you specifically revoke such authority by notifying the Credit Union in writing or as required by applicable laws. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate any or all of your account services immediately. This definition is intended to be construed broadly and includes without limitation all signers acting under a written document such as a resolution of authority or power of attorney, as well as any person or entity that is authorized to make deposits or debits to or from your accounts with us.

Biometrics / Fingerprints: The Credit Union or various apps you may choose to use may provide access to your accounts and services through the use of fingerprints or other biometrics. You agree to the use of such biometrics and will cooperate with the Credit Union in implementing any requirements we or the third-party may require associated with this technology. Biometric technologies may be used for authentication. A biometric identifier measures an individual's unique physical characteristics and compares it to a stored digital template for authentication. A physical characteristic can be a thumbprint, fingerprint, facial recognition or iris pattern.

A biometric identifier can be used as a single or multifactor process. We may require the use of biometrics and/or fingerprinting with regard to any service we offer; and any refusal to cooperate with such use shall allow us to refuse to make any transaction, including but not limited to cashing any on-us item presented by any holder.

Important Notice on Biometrics: When you enable biometric access every person with an enrolled fingerprint or other biometric identifier on your accounts, services or device used to access your accounts and services will have access to your accounts and services, and may access your accounts, view your information, conduct transactions on your behalf, and has your authority to engage in these activities. Enrolled biometrics expand the number of persons who have access to your account regardless of the signers listed on your account agreement with us. CREDIT UNION ADVISES YOU TO REVIEW AND CONFIRM THAT ALL REGISTERED BIOMETRICS BELONG TO INDIVIDUALS WITH AUTHORITY AS DESCRIBED ABOVE. BY ACTIVATING ACCESS/SERVICES REQUESTED BY YOU THE CREDIT UNION RELIES ON YOUR REPRESENTATION THAT ANYONE WITH A REGISTERED BIOMETRIC HAS PROPER AUTHORITY TO ACCESS AND USE YOUR ACCOUNTS AND ASSOCIATED ACCOUNT INFORMATION.

Business Day means Monday through Friday, excluding federal holidays.

Check means an acceptable written "instrument" on your account(s), and includes the term "share draft." Share drafts include checks and other instruments drawn on your account(s) or submitted for deposit or collection. For the purpose of this Agreement, remotely deposited checks are also considered checks/share drafts; initiated by mobile or online, not bearing your handwritten signature.

Foreign Item means any transaction outside of the United States, whether completed by you or a merchant.

Instrument means a written order as defined by Articles 3 and 4 of the Uniform Commercial Code pursuant to the laws of the State set forth in this Agreement.

Member means the Business who has established their "membership" with us as set forth in this Agreement and applicable law. Each Business must deposit and maintain the par value of the required shares to be a member, if applicable. A members' rights with regard to the par value deposit necessary to maintain membership may be restricted as set forth in this Agreement or otherwise.

Shares for the purpose of your pledge to secure your obligations to the Credit Union, our common law right of set off, and otherwise, mean all deposits in any Business share savings, share draft/checking, club, share certificate, Payable on Death, or revocable trust, whether jointly or individually held – regardless of contributions, that you have on deposit now or in the future, all of which are deemed "general deposits," for the purpose of your pledge.

Transaction(s) or Item(s) means any deposit, order, transfer, payment, purchase via POS transaction or otherwise, withdrawal or other instruction relating to any account(s) or account service provided by the Credit Union.

4. **Bylaws.** Our bylaws, which we may amend from time to time, establish basic rules about our Credit Union policies and operations which affect your account(s) and membership. You may obtain a copy of the bylaws on request. Our right to require you to give us notice of intention to withdraw funds from your account is described in the bylaws. Unless we have agreed otherwise, you are not entitled to receive any original item after it is paid, although you may request that we send you an item(s) or a copy of an item(s). Dividends are based on current earnings and available earnings of the Credit Union, after providing required reserves.
5. **Membership Benefits and Obligations.** Interra Credit Union is a member-owned, not-for-profit financial cooperative formed to permit those in the field of membership specified in its charter to pool their savings, save, borrow, and obtain related financial services. Members are united by a common bond and democratically operate the Credit Union under state or federal laws and regulations. We encourage our members to use the Credit Union as his/her primary financial institution. Sole Proprietorship members who maintain only a Business member share savings with an average balance under \$250 and utilize no other qualified accounts or services may be subject to the Single Service fee, as set forth in the Credit Union's Fee Schedule. Members under age 23 or 62 and older are not subject to this fee. Qualified accounts or services may include, but not be limited to, additional savings accounts, checking, money market, share certificates, loans, mortgages or credit cards. Services that do not qualify include, but may not be limited to, ATM cards, e-statements, Interra Connect, Online or Mobile banking and Safe Deposit Boxes.

Credit Union membership is a privilege; it is not a right. Interra Credit Union has no obligation to open a membership account or to extend any services to any person or Business. Simply being qualified to apply for membership does not obligate the Credit Union to allow any person(s) or Business to become a member when it is in the best interests of the Credit Union to deny such a privilege. This applies to new applicants as well as to any person(s) or Business whose membership is terminated for any reason who reapplies for membership at a later time.

Upon approval of your application and the deposit of any required shares, you become a member of this Credit Union. As a member you are eligible to apply for Credit Union deposit or loan products, as well as other financial services; and you may vote at all annual or special meetings of the membership. You have an obligation to the Credit Union and all other members to follow the rules established from time to time for the use of these products or services, and not to cause the Credit Union any loss. This includes, but is not limited to your obligation to repay all debts, loans, credit advances as well as other contractual, equitable and statutory obligations that may be payable by you to us.

CROSS-COLLATERALIZATION: To reduce the possibility of loss, members grant to the Credit Union a lien on all shares and agree that all collateral pledged to secure any loan obligation owed to us will also secure payment of your other obligations. This pledge will secure all obligations owed at the time of the pledge or which arise thereafter. This "cross-collateralization" of your obligations applies to all debts regarding your accounts, loans or otherwise, including but not limited to each closed-end loan obligation, each advance under any open-end loan plan, and overdrafts. Unless a contrary intent is evidenced in writing, obligations secured by a primary residence are not included in the "cross-collateralization" of your obligations to us.

6. **Membership-Account Eligibility, Credit Reports, Other Credit Union Services and Social Media.** To open or maintain any account(s) or service(s) with us, you must qualify for membership, including as applicable, depositing and maintaining a par value of a membership share, paying a membership, account opening or processing fee, complying with minimum initial deposit requirements, or maintaining minimum account balance requirements, as set forth in the Credit Union's Bylaws, Business Fee schedule or as established from time to time by the Credit Union. The Par Value of a membership share in this Credit Union is \$5.00. If applicable, the sum of your membership share shall be paid into and retained in your Member Share Savings or other appropriate account. To verify your eligibility or continued eligibility for membership, any account(s), service(s), or loan products, whether existing or those which we may offer you or for which you may qualify in the future; increases or decreases in services and/or credit limits, now and in the future; or as needed to comply with any applicable law, regulation or governmental agency requirements, you authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit reporting agencies. We may also report information concerning your account(s) and credit to others. You also understand that you may elect from time to time to use Credit Union or other parties' social media tools and sources; that there is no claim of privacy or privilege regarding information shared or discernible from such use or sharing; and the use of such information by us does not violate your privacy or other rights. If you have consented to communicating with us via social media we may use any social media addresses you may establish from time to time.
7. **Compliance with Laws; Inappropriate and/or Gambling Transactions.** You agree to comply with all laws, rules and regulations. You warrant and agree that you will not use any Credit Union accounts or services, including but not limited to loans, to make or facilitate any illegal or inappropriate transaction(s) as determined by applicable law as we in our discretion may deem inappropriate; and that any such use, including any such authorized use, will constitute a breach of this Agreement. Certain federal and/or state laws such as the Unlawful Internet Gambling Enforcement Act or third-party service providers' rules may limit or prohibit certain transactions such as (but not limited to) those coded as possible gambling transactions. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal, improper or unenforceable (regarding your obligation to pay us or otherwise) under applicable law; or which is otherwise limited or prohibited, including but not limited to any transaction involving or relating to any gambling activity. We may also close or terminate accounts or services which we believe violate your obligations under this Agreement, or as otherwise provided herein. Such prohibition or limitations may affect some otherwise proper or allowable transactions such as debits, charges or other transactions at or relating to a hotel-casino. You understand and agree such limitations/prohibitions are not within the Credit Union's control and that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction.
8. **Business Account Ownership.**
- Sole Proprietorship.** One person operating a business for profit. The sole owner assumes complete responsibility for all liabilities and debts of the business.
 - Partnership.** A partnership exists when two or more persons join together in the operation and management of a for-profit business. There are three types of partnerships:
 - General Partnership. Two or more individuals as co-owners of a for-profit business. All partners are responsible for the liabilities and debts of the partnership.
 - Limited Partnership. A partnership with at least one General Partner and one Limited Partner. A limited partner's liability is limited to the amount invested, while the General Partner(s) assumes all liabilities and debts of the partnership.
 - Limited Liability Partnership. A General Partnership which elects to operate as an LLP; registration must be filed with the Secretary of State. The partners in an LLP have protections from many of the partnership's debts and liabilities.
 - Corporation.** In a corporation, shareholders are the legal owners that appoint the directors, who then manage the corporation's affairs and officers, and are insulated from personal liability. A corporation can be held privately by one person, closely held by several shareholders, or publicly traded by hundreds or thousands of shareholders. The Corporation itself assumes all liabilities and debts of the Corporation.
 - Nonprofit Corporation.** A corporation whose purpose is to engage in activities which do not provide financial profit to the benefit of its members.
 - Professional Corporation.** A corporation formed to render professional services.
 - Limited Liability Company.** An LLC is a formal association which combines the advantage of a corporation's limited liability and the flexibility and single taxation of a general partnership. An LLC has members rather than shareholders. A member has protections from the liabilities and debts of the LLC.
 - Unincorporated Association/Organization.** An association of two or more persons formed for some religious, educational, charitable, social, or other non-commercial purpose.
 - Held in Trust and Other Fiduciary.** A Fiduciary Account is opened by a person acting in a fiduciary capacity. There are many types of fiduciary accounts, the most common include Trusts, pension, employee benefits, Guardianship, Conservatorship, Representative Payee, and Estate. Special Purpose Memorial Accounts, which are often for public contributions after a highly publicized tragic event, may also fall under this category.
9. **Account Access.** You may make deposits, withdrawals, transfers and other authorized transactions from your Business account(s) in any manner specifically permitted by us, subject to the limitations and restrictions set forth in this Agreement or as otherwise provided for by applicable law.
- Authorized and Facsimile Signatures.** We are authorized to recognize any signature on an Account Card or document, but will not be liable for refusing any order or item if we believe in good faith that the signature on any order or item is not genuine. We are authorized to honor any transactions initiated by a third person if you provide your access device or other information to a third person. Also, if you authorize the use of a facsimile signature, we shall not be liable for honoring any instrument that appears to bear your facsimile signature, even if made by an unauthorized person. You are responsible for maintaining the security of all facsimile signatures, equipment, and supplies. You must promptly notify us in writing of any unauthorized use of any facsimile signatures, equipment or supplies and the circumstances surrounding the loss, theft or unauthorized use.
 - Authorized User(s).** You should exercise caution in providing authority, information, documentation or access devices to others. All withdrawals, transfers and transactions made by any person to whom you have at any time provided authority or the means to access your accounts or other services shall be deemed authorized by you, and the Credit Union will not have any responsibility or liability whatsoever for such withdrawals, transfers or other transactions. You and the person authorized (as defined herein) shall be jointly and severally responsible to the Credit Union for all such access or use of your accounts and services with us.

- c. **Access to Account Information.** You agree that all owners, authorized signers, borrowers and authorized users, may have access to all of the information you provide to us, or which we gather and maintain regarding our relationships with you. This includes, but is not limited to information regarding transactions, account history, your loan relationships with us, and other information relating to or arising with regard to any of your Business accounts, loans or other services with us. You acknowledge and agree that any owner, authorized signer, or any co-borrower may provide authority to others, or may make transactions involving others, who will have access to all such information as to all owners, authorized signers and/ or co-borrowers.
- d. **Sharing Information with Co-Borrowers, Co-Signers/Guarantors, Owners of Collateral Pledged and Other Lien Holders.** You hereby consent and agree that we may share any information regarding your obligations with us or collateral pledged to secure any obligations you owe to the Credit Union with the persons listed in this subsection.
- e. **Powers of Attorney.** You agree that regardless of any laws, rules or regulations we may in our sole discretion refuse to honor or accept a power of attorney to open, close, deposit, or make transactions on any account or to supply endorsements on checks or any other items or to take any other action with respect to an account, loan or other service. The Credit Union may allow a third person acting as your attorney-in-fact to make transactions regarding your account(s) or conduct other business on your behalf without any liability to you, pursuant to a Power of Attorney, but have no obligation to do so. You agree that we have no obligation to verify the scope, authenticity, and validity of any Power of Attorney presented to us. If we accept the Power of Attorney, the Credit Union has no duty to inquire as to the use or purpose of any transaction(s) by your attorney-in-fact, and may restrict or refuse account access, withdrawals and transactions. You further agree we may require that a Power of Attorney be registered with the appropriate recording authorities. We may restrict the types or amounts of transactions we permit an attorney-in-fact to conduct. We may require a separate form for each account or service for which you want to grant power of attorney. If your agent or attorney-in-fact does not present the original form, we may either accept or refuse to honor any power of attorney you grant and with no liability to you. If we accept a power, we may continue to recognize the authority of your agent or attorney-in-fact until we receive written notice of revocation from you and have had a reasonable time to act on it. You agree to indemnify and hold the Credit Union harmless for accepting and/or honoring any power of attorney, or copy thereof, which we accept in good faith and believe to be valid and authorized by you.
10. **Deposits to Your Account(s) and Instruments Paid/Cashed.** Funds may be deposited to any account, in any manner that is acceptable to us. For example, deposits may be made in person at any of our offices having facilities to accept deposits, by mail, night depository, direct deposit or other electronic funds transfer allowed by us. All transactions are subject to our Funds Availability Policy and related applicable laws. Should we accept a deposit from you by any electronically created item (example includes, but is not limited to, remotely deposited check) you will indemnify us for any claim by any subsequent third-party for claim of loss for a subsequent deposit of the same item, whether such action was authorized by you or not. We may refuse to cash a check made payable to you, but instead require you to deposit the check to your account. All deposits accepted by us are subject to verification. All authorized signers are deemed to receive the benefit of all deposits and the proceeds of such deposits; and we may give cash back to any authorized signer regardless of the payee listed on any item. You should retain your copy of any receipt or other documentation which evidences your deposit. If you claim that a deposit was not properly credited to your account, we may ask you to show us your receipt or other document which evidences your deposit. You should not mail cash deposits. We will not be liable for any deposit that we do not receive. We reserve the right to make adjustments to your account upon verification of your deposit or for computation or other errors related to your account.
- a. **Endorsements.** The law allows and you specifically agree that we may supply any missing endorsement to a deposited check, draft, or any other instrument. However, we reserve the right to refuse to accept for deposit any item which does not bear a proper endorsement, which is payable to someone other than you or, in our sole discretion, under any other circumstances. Federal law specifies locations on checks for your and our respective endorsements. If our endorsement is illegible because you have endorsed a check in the wrong location, you will be liable for any resulting losses. Specific endorsement requirements are federally required for mobile and remote deposits. Please refer to the Business Remote Deposit Capture Agreement.
- b. **Substitute Checks.** You agree that you shall not deposit, without our express written consent, a document that you or someone on your behalf created or printed from an image or other electronic record of an original paper check (a "substitute check document"). Our acceptance for deposit of a substitute check document from you shall not be deemed as a waiver of the foregoing prohibition on the deposit of substitute check documents. You also shall not identify us as a "reconverting bank" or "truncating bank" on a substitute check document you deposit at any other financial institution or transfer to any other person. You hereby agree to indemnify us for any loss that we incur directly or indirectly from your deposit or transfer of a substitute check document in violation of the limitations set forth in this paragraph. 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. We have no obligation to retain the originals of any checks or other documentation. You agree to keep a copy of your original check in order to verify its validity. If you request us to 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. Further, the Credit Union may charge you a fee as set forth in the Business Fee Schedule for each requested item and/or for research as applicable.
- c. **Remotely Created Checks.** When you or any person with authority authorize any remotely created check you agree: (1) that we may pay the item as submitted to us; (2) that you shall be solely responsible for all information transmitted regarding such item(s) including but not limited to the payee(s), the amount(s) of the item(s), and endorsements or the lack thereof; and (3) you agree to indemnify us for all losses we incur in connection with any remotely created check you authorize.
- d. **Collection of Items.** In handling deposits to your account, we act only as your agent for collection and assume no responsibility beyond the exercise of ordinary care. By signing the Account Card or using any accounts or services, you specifically waive your rights to notice of non-payment, dishonor or protest regarding all items presented for collection. We have the right to refuse any order, transfer or deposit, limit the amount that may be offered for deposit and to return all or any part of a deposit. Special instructions for handling an item are effective only if made in writing, accepted by us, and given to us separately along with the item in question. We will not be liable for any default or negligence of correspondents or for loss in transit, and each correspondent will only be liable for its own negligence. We are authorized to pursue collection of previously dishonored items (including re-presentation), and in so doing we may permit the payor bank to hold an item beyond the midnight deadline. Items that we present or re-present may be truncated or converted to an electronic

or other format. This means that if an item is not paid you are fully responsible for any loss we may incur in seeking to collect the item for you. Items not drawn by you upon us are not overdrafts, but are Insufficient Funds Items ("NSF's") that you must pay to us if we incur any loss in seeking to collect such items for you.

- e. **Multiple Payees.** Unless any check, share draft or other instrument expressly indicates that the item is payable to conjunctive payees, the instrument shall be deemed payable in the alternative. If there is any ambiguity, the instrument shall be deemed payable in the alternative (example: a check payable to "A and B" is a conjunctive instrument. A check payable to "A or B;" "A, B;" "A/B", where "A and B are listed on separate lines;" or otherwise, where not expressly conjunctive are payable in the alternative).
- f. **Items Payable in a Fiduciary Capacity.** Checks made payable to a Business in a fiduciary capacity must be negotiated through an account for that fiduciary role. If a check payable to a Business in a fiduciary capacity is presented for negotiation through an account that does not list that fiduciary relationship, we may deny the request and require the check to be negotiated through an account specific to that fiduciary relationship. If a check payable to you in your fiduciary role is deposited into a nonfiduciary account, you waive any and all claims and causes of action against the Credit Union related to the check and related deposit and agree to indemnify and hold harmless the Credit Union against any and all claims by third parties including the payor and intended Beneficiary(ies).
- g. **Deposit at ATM and Night Deposit Facilities.** All deposits and payments made at an ATM that we own, or at one of our night deposit facilities are subject to the provisions and check collection procedures as disclosed to you in our Funds Availability Policy. Deposit transactions of cash and other items to your account(s) can only be accepted at specifically designated ATMs owned by us. Not all of our ATMs can process deposit transactions. If you make a deposit or payment at an ATM, you agree that the correct amount in the event of discrepancy between a written receipt or deposit slip will be the amount that the Credit Union finds in the envelope used to make the transaction. You further agree that the credit to account(s) for noncash items will be conditional until we can collect the item. If we cannot collect the amount of a noncash item, the amount will be deducted from your account.
- h. **Direct Deposits.** We may offer a direct deposit option allowing you to preauthorize deposits or preauthorize transfers from other accounts with us. If applicable, you must notify us at least three (3) business days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or direct transfer option. You agree that you have an obligation to notify us immediately regarding payments via electronic or other deposit that you are not entitled to receive or retain. If we are required to reimburse the federal or any state government, agency, authority, or other person for any payment deposited into your account for any reason, you agree that we may deduct the amount returned from any of your accounts, unless prohibited by law; and that you will be obligated to repay to us on demand any such sums.
- i. **Final Payment.** All items, deposits, ACH (Automated Clearing House) transfers, or other transfers credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we may charge your account for the amount of such items or transfers or both and impose all fees/charges as set forth in the Business Fee Schedule without notice. We have no obligation to provide any separate notice under this provision; and you agree that our indication of any credits or debits hereunder reflected on your periodic statements shall be deemed sufficient notice. If we incur any fee collecting any item, we may also charge such fee to any of your accounts with us. We reserve the right to refuse or to return all or any item or funds transfer. We also have the right to charge back against any of your accounts with us all deposits, transfers, or collection items, including checks presented for payment of cash, that are returned to us due to non-payment, as a reclamation by the United States Treasury, or if we are required to repay any amounts previously collected for any reason whatsoever. These rights apply regardless of whether the amount of the item has been available for your use, or the amount of time that has passed since the date of the deposit. If for any reason you do not have sufficient funds in your accounts to satisfy our charge back, then all joint owners agree to pay us the amount charged back on demand, together with all fees and costs as set forth herein.

11. Transactions From Your Account(s).

- a. **Withdrawal Restrictions.** You may withdraw or transfer funds from your account(s) in any manner we permit. If the transaction request is made by remote means such as telephone, we are not responsible for any request or order that we believe to be genuine; we can also refuse to honor such request or order if we in good faith do not believe it to be genuine or have reason to doubt the identity or authentication of the requestor. Your ability to withdraw or transfer funds from your account is always subject to having sufficient available funds in the account(s) and is subject to this and the other Agreements you have with us, including, but not limited to, any overdraft protection plan or service you have with us and our Funds Availability Policy. You authorize us to honor transactions initiated by a third person to whom you have given your account number even if you do not authorize a particular transaction. If there are sufficient funds to cover some, but not all of your withdrawal, we may allow those withdrawals for which there are sufficient funds in any order at our discretion. In accordance with applicable law, we may require you to provide written notice of any intended withdrawals of seven (7) to sixty (60) days before the intended date of withdrawal. We may limit or refuse to allow any transaction, and will advise when required by applicable law if, for example: (1) there is a dispute between account owners; (2) a legal garnishment, attachment or levy is served on us; (3) the account(s) secures any obligation owed to us; (4) any required documentation has not been provided to us; (5) you are delinquent or fail to pay a loan or any other obligation owed to us when due; or (6) you request a large cash transaction. If we freeze any account – we will only be obligated to remove the freeze upon receipt of either an agreement signed by all interested person or a legal document, which meets our requirements.

In addition to the foregoing, if any person or authorized signer should instruct the Credit Union to make a large cash withdrawal (the definition of which shall be within the Credit Union's sole discretion) in lieu of other methods of transferring funds offered by the Credit Union, the member hereby releases the Credit Union from any and all liability, claims and demands whatsoever which arise from or in any way relate to the member's possession of any large sums of cash from the moment possession of same is made available to the member; and member will execute and deliver any further releases the Credit Union may require in connection with any such withdrawal. The law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we may refuse to handle the transaction. If you have any questions regarding these rules, please contact your local Internal Revenue Service office. For reasons that include your safety and that of the Credit Union, large amounts of cash may not be maintained at our Credit Union facilities. Therefore, daily cash withdrawals may be limited at the Credit Union's sole discretion and any amounts in excess of such limit must be facilitated by other means such as a cashier's check or wire transfer.

If you request us to issue you a check via one of the Credit Union's automated services, such as Interra Connect, Interra Online Banking, over the telephone, fax transmission, or other similar method, then all such checks shall be payable to the Business, or as otherwise indicated on your account with us and will be mailed to your address of record. Limited circumstances may warrant an exception and must be approved by us.

If your account(s) are pledged to us to secure any loan obligation, then you must pay, or, with our permission, renew the loan before any principal or dividends may be withdrawn or transferred. If we allow you to renew a loan secured by such a pledge, you may be required to renew any pledged account or leave the funds on deposit with us until the loan is paid or we specifically release the funds. No member may withdraw any amount on deposit below the amount of their pledge to the Credit Union without the Credit Union's written permission.

When either you or the Credit Union close any accounts, certain funds may not be immediately made available to you upon closing. This is due to actions you have taken or your relationships with third parties that may result in certain holds that affect your available funds versus your actual funds. Once all these matters are cleared so that your accounts are no longer responsible for any sums these other parties may claim, then any remaining funds shall become available funds and will be paid to you.

- b. **Amount and Number Limitations.** In accordance with other Agreements, disclosures or contracts, we may limit the dollar amount or the number of transactions from your account.
- c. **Checks/Share Drafts.** The Credit Union may refuse any check or other item drawn against your account or used to withdraw funds from your account if it is not on a form approved by us. We also reserve the right to refuse any check or other item drawn against your account or used to withdraw funds from your account if (1) made in a manner not specifically authorized for your account, (2) made more frequently or in a greater number than specifically permitted for your account, (3) made in an amount less than the minimum withdrawal or transfer specifically permitted for your account, (4) we refuse conflicting instructions from two of more authorized signer, or (5) there is reasonable doubt as to who is authorized to make a withdrawal. If we accept a check or other item not on a form approved by us, you will be responsible for any loss by us in handling the item. If you make withdrawals by check, the check must be properly completed and signed by the person(s) whose authority is on file with us.

We reserve the right to refuse to cash or to impose a charge on anyone who asks us to cash a check that you have written. Even if your check is otherwise properly payable, we will not be liable to you for dishonor of your check, or otherwise, as a result of such refusal.

Because of the nature of the Credit Union's check program, neither the Credit Union nor any other processing entities shall be responsible for the authenticity of the checks with regard to the signature or alterations; and checks, when presented, shall be paid without verification. We may disregard all information, including restrictions or notations either written on, or otherwise attached to, any check or item except for your signature, the amount and the information that is magnetically encoded (e.g., "Paid in full," or "Void after 6 months"). You agree that we do not fail to use ordinary care because our procedures do not provide for sight examination.

You agree to take precaution in safeguarding your blank checks. You will notify us immediately if you learn or have reason to know that any of your checks have been lost or stolen. If you are negligent in safeguarding your checks or if there is a processing problem due to your use of a check printer we do not approve, we will not have any liability or responsibility for any losses you incur as a result if we act in good faith pursuant to standard commercial practices.

Remotely Created Checks/Drafts. A remotely created check or draft is a check or draft created by someone other than the person on whose account the check or draft is drawn. A remotely created check or draft is generally created by a third-party payee as authorized by the owner of the account on which the check or draft is drawn. Authorization to a third-party is usually made over the telephone or through online communication. The owner of the account does not sign a remotely created check or draft. In place of the owner's signature, the remotely created check or draft usually bears a statement that the owner authorized the check or draft or bears the owner's printed or typed name. If you authorize a third-party to draw a remotely created check or draft against your account, you may not later revoke or change your authorization. It is your responsibility to resolve any authorization issues directly with the third-party. We are not required to credit your account and may charge against your account any remotely created check or draft for which the third-party has proof of your authorization.

- d. **Temporary Holds.** To facilitate certain electronic transactions we may place temporary holds on funds in your accounts. These holds may be for periods of 24-hours or more, and are used to protect the Credit Union. The Credit Union can neither control the parties with whom you do business nor regulate the processing of transactions through the commercial networks used to facilitate your transactions; therefore, transactions may be processed after the expiration of any such temporary holds, and it is your obligation to insure that sufficient funds are on deposit at all times to cover your transactions.
- e. **Restrictions Required by Applicable Laws.** We will block, limit or otherwise restrict certain accounts or transactions when we believe in good faith that certain laws including but not limited to the Bank Secrecy Act, USA PATRIOT Act and Office of Foreign Assets Control Act (OFAC) require us to do so.

- 12. **Wire Transfers, Automated Clearing House (ACH) and Electronic Funds Transfers.** You may initiate or receive credits or debits to your account via wire transfer or ACH transfer. You agree that any outgoing wire or ACH transfer is processed at the Credit Union's discretion and you agree to any applicable provisions. You agree that the Credit Union will not be responsible for losses by any person or institution where a receiving financial institution posts or processes a payment order request. You also agree that after the Credit Union has accepted a payment order, no amendment or cancellation will be effective without the agreement of the Credit Union. Receivers or senders of wire transfers or ACH transactions should be aware that the Credit Union might, from time to time, need to temporarily suspend processing of a transaction for greater scrutiny or verification in accordance with the laws and regulations of the Office of Foreign Assets Control. This action may affect settlement or availability of the transaction. The Credit Union will not be liable to you for any incidental, consequential or special damages resulting from late or improper execution or failure to execute a payment order. We may, at our discretion, contact you for confirmation of your wire transfer request prior to processing. Failure to receive confirmation may result in your wire transfer request not being processed.

Payment orders we accept will be executed within a reasonable time of receipt. Unless we have agreed otherwise in writing, a payment order may not necessarily be executed on the date it is received or on a particular date you specify. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments. Funds transfers, payment orders, cancellations, and amendments received after a cut-off time may be treated as having been received on the next following funds transfer business day. Information about any cut-off times is available upon request. From time to time, we may need to temporarily suspend processing of a transaction for greater scrutiny of verification in accordance with applicable law. This action may affect settlement or availability of the transaction.

You agree that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a payment order to credit an account you have with us by wire or ACH transfer, we are not required to give you any notice of the payment order or credit. Instead, the transfer will be shown on your periodic statement.

If you initiate a wire and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You will be responsible for any loss or expenses incurred by a receiving financial institution which executes or attempts to execute the payment order in reliance on the identifying number you provided. Further, you agree to pay any applicable fees related to these services as set forth in the Credit Union's Business Fee Schedule.

Unless we agree otherwise in writing, we reserve the right to refuse to execute any order to transfer funds to or from your account. We are not obligated to execute any order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control including mechanical, electronic or equipment failure.

This Agreement governs the movement of funds by means of funds transfers defined in Article 4A of the Uniform Commercial Code, Subpart B of Regulation J of the Board of Governors of the Federal Reserve System (generally referred to as "Fedwire" or "wholesale" wire transfers), and as may be applicable for ACH transactions, the operating rules for the National Automated Clearing House Association (NACHA).

Additional details regarding wire transfers and ACH transfers may be outlined in any applicable signed ACH or Wire Agreement(s) with the Credit Union.

- 13. Order of Payments.** The law permits us to pay transactions drawn on your account in any order even if paying a particular check or item results in an insufficient balance in your account. Checks, drafts, items and other transactions may not be processed in the order that you make them. The order in which items are presented may affect the fees assessed to your account. To assist you in handling your account(s) with us, we are providing you with the following information regarding how we generally process transactions. When processing transactions drawn on your account, our policy is to pay them in the order that they are received. The order in which transactions are paid is important if the available balance in your account is insufficient to pay all of the transactions when they are presented. There is no policy that is favorable in every instance. If the smallest transactions are paid first, you may have fewer NSF, or overdraft fees, but the largest, and perhaps more important transactions (such as rent or mortgage payments) might not be paid. If a transaction is presented without sufficient available funds in your account to pay it, we may, at our discretion, pay the transactions (creating an overdraft) or return the transactions (NSF). The amounts of the overdraft and nonsufficient funds (NSF) fees are disclosed in the Credit Union Fee Schedule. By paying transactions in the order that we receive them, we think our policy attains a reasonable balance between minimizing additional cost to you and paying your more important transactions. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or conducting transactions without sufficient funds and incurring the resulting fees. Below are general descriptions of certain types of transactions. These practices may change, and we reserve the right to pay transactions in any order we choose as permitted by law.

Deposits. Generally, deposits are posted to your account in real time or by the first business day following the deposit. Deposits are governed by the Funds Availability Policy as set forth in this Agreement.

Debits. There are several types of debit transactions. There are many ways transactions are presented and processed for payment; the Credit Union is not necessarily in control of when transactions are received. Transactions, such as withdrawals, performed in person at one of our locations or a shared branch, are generally posted to your account in real time at the time they are performed. Other debit transaction and their payment order are generally described below:

- a. Checks.** We receive one of more data files of checks presented for payment each day from the Federal Reserve or other check clearing service providers. Checks contained in a single data file will be posted to your account in the random order in which they are received.
- b. ACH Payments.** We receive multiple data files every day from a service provider that include Automated Clearing House or "ACH" debit transactions. These include for example, automatic bill payments that you have signed up for. Multiple times each day, ACH transactions are grouped together and paid in random order.
- c. Point of Sale (POS) Debit Card Transactions.** These are transactions in which your PIN number is entered at the time of the sale. We pay these transactions as they are submitted to us. Most POS transactions are transmitted immediately; others may be delayed for one or more days.
- d. Signature Based Debit Card Transactions.** These are transactions where a debit card purchase is initiated and you do not enter your PIN but are instead asked to sign for (or otherwise authorize) the purchase. In these situations, the merchant may seek prior authorization for the transaction, resulting in a temporary hold against the available funds in your account. This is known as an "authorization hold" and is typically released after 72 hours. The settlement may lag hours or days based on when the merchants submit them. The Credit Union posts settlement transactions at the time we receive them. The authorization hold will reduce your available balance by the amount authorized but will not affect your actual balance.

The transaction is subsequently processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after the transaction, depending on the merchant and its payment processor. These payment requests are received in real time throughout the day and are posted to your account when they are received.

The amount of an authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when you present your card for payment. For example, if you use your debit card at a restaurant, a hold will be placed in an amount equal to the bill presented to you, but when the transaction posts, it will include any tip that you may have added to the bill. This may also be the case where you present your debit card for payment at gas stations, hotels and certain other retail establishments. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.

For debit card transactions involving merchant authorization holds, because there may be a longer delay between an authorization hold being applied and the transaction posting, this can sometimes result in a Courtesy Pay or NSF fee based on an insufficient available balance at the time of a transaction posting, even if the available balance was sufficient earlier at the time of the authorization hold being applied. The assessment of either the Courtesy Pay or NSF fee will be dependent upon whether or not you participate in the Courtesy Pay Program or if you have exceeded your Courtesy Pay limit. If you participate in the Courtesy Pay Program you will generally be assessed a Courtesy Pay fee. If you do not participate in the Courtesy Pay Program or participate but have exceeded your Courtesy Pay limit you will generally be assessed a NSF fee.

It is important to keep in mind that for debit card transactions, we check your available balance at two separate times – first at the time a merchant authorization request is received, and second, when the transaction “settles” and posts to your account. If your available balance is insufficient to pay the pre-authorization amount requested by a merchant, we will decline the request. If your available balance is sufficient to cover a merchant’s authorization request, the authorization request will be approved and an authorization hold will be placed on your account in the amount of the merchant’s authorization request. If the transaction later “settles” and posts to your account when the merchant or merchant’s financial institution requests payment at a time when the available balance is insufficient to pay the posted transaction without causing an overdraft (i.e., paying the posted transaction results in an available balance of less than \$0), we will charge either a Courtesy Pay fee or NSF fee on that transaction even though the available balance was sufficient to cover it at the time the transaction was authorized.

The following example illustrates how this works: Assume your ledger and available balance are both \$40, and you swipe your debit card at a restaurant for \$30. If the restaurant requests preauthorization in the amount of \$30, an authorization hold is placed on \$30 in your account, reducing your available balance to \$10. Your ledger balance would remain \$40. Before the restaurant charge is sent to us for payment, a check that you wrote for \$40 clears or is “settled” or posted. Because your available balance is only \$10 (due to the authorization hold of \$30), your account will be overdraft by \$30 even though your ledger balance is \$40. In this example, if we pay the \$40 check under our Courtesy Pay program, we will charge you a Courtesy Pay Fee in accordance with our Fee Schedule, which will be deducted from your account, further increasing the overdrawn amount. In addition, when the restaurant charge is finally submitted to us for payment, we will release the authorization hold and pay the transaction amount (which may be \$30 or even a different amount, for example, if you added a tip) to the restaurant. Because the amount of the restaurant charge exceeded your available balance at the time the restaurant charge “settled” (i.e., at the time the merchant or its financial institution requested payment or the transaction posted to your account), we will charge you a Courtesy Pay Fee in accordance with our Fee Schedule, even though the restaurant transaction was authorized and approved with a sufficient available balance.

14. Understanding Your Account Balance. Your account(s) has two kinds of balances: the actual balance and the available balance.

Your actual balance reflects the full amount of all deposits to your account as well as payment transactions that have been posted to your account. It does not reflect checks you have written and are still outstanding or transactions that have been authorized but are still pending.

Your available balance is the amount of money in your account that is available for you to use. Your available balance is your actual balance less: (1) holds placed on deposits; (2) holds on debit card or other transactions that have been authorized but are not yet posted; and (3) any other holds, such as holds related to pledges or account funds and minimum balance requirements or to comply with court orders.

We use your available balance to determine whether an account is overdrawn. As such, we use your account’s available balance to determine whether there are sufficient funds in your account to pay items, including checks and drafts, as well as ACH, debit card, and other electronic transactions. Pending transactions and holds placed on your account may reduce your available balance and may cause your account to become overdraft regardless of your actual balance.

15. Overdrafts and Overdraft Protection Plan. An overdraft occurs when you make or authorize any transaction that exceeds the available balance in the account you access by check, electronically, or otherwise or if we impose a fee that exceeds the available balance in your account(s) (“NSF Transaction”). Unless you have an approved overdraft protection plan established with us, meaning you have authorized us to pay overdrafts via a designated overdraft protection source that has sufficient available funds or credit, you agree not to cause any NSF Transaction on any of your accounts with us. An overdraft protection plan, such as a link to a savings account, a checking line of credit, or operating line of credit, may incur fewer costs and fees than our Courtesy Pay program. When you establish your account, overdraft protection is automatic from the Business Member Share Savings account to the primary Checking account, unless otherwise designated by you. Other transfers for the purpose of overdraft protection for checking accounts and Money Market share accounts are available upon your request.

The Credit Union, in its sole discretion, may pay any NSF Transaction via an established overdraft protection plan or via a courtesy overdraft program or otherwise on a case-by-case basis, but has no obligation to do so, or to continue to do so. We may impose a fee as set forth in the Fee Schedule for any NSF Transaction, whether paid or denied. You agree to pay to us promptly the amount of the NSF Transaction as applicable together with the fee pursuant to the Credit Union’s policies. The Credit Union has no obligation to notify you of any NSF Transaction or charge that creates an insufficient funds balance in your account(s).

You understand and agree that a merchant or other entity may make multiple attempts to submit a returned item for payment. Consequently, because we may charge a fee for an NSF item each time it is presented, we may charge you more than one fee for any given item. Therefore, multiple fees may be charged to you as a result of a returned item and resubmission regardless of the number of times an item is submitted or resubmitted to us for payment, and regardless of whether we pay the item or return, reverse, or decline to pay the item. When we charge a fee for NSF items, the charge reduces the available balance in your account and may put your account into (or further into) overdraft.

You agree that the Credit Union may utilize any funds in any of your accounts to pay any overdrafts as defined herein or to pay any other debts that you owe as a result of any authorized acts. Authorized acts include, but are in no way limited to any transaction on your accounts, payments on your loans and other obligations whether pre-authorized or otherwise, any default or transaction that exceeds your authorized credit limits. Funds may be applied from any account in which you have a beneficial interest; and may include funds regardless of the source including but not limited to deposits of funds representing the payment of Social Security, Veterans benefits, or any other funds that may be subject to limitations under federal or state laws. Any application of funds hereunder shall be deemed a voluntary transfer that you have authorized. Further, you agree that any overdraft protection plans you have now or in the future are intended to cover and be utilized for any such matter addressed herein caused by or arising from the actions of any owner or authorized users.

One-time debit card transactions require that you opt-in using one of the methods we require in order for the Credit Union to exercise its discretion under this provision to pay these particular transaction types.

16. **Courtesy Pay.** Courtesy Pay is a discretionary service provided to eligible Business members in good standing that allows us to pay an item presented for payment against your checking account when your checking account does not have a sufficient available balance to cover the item. This service is added to qualified checking accounts upon account opening.

Courtesy Pay is not a line of credit. However, if you inadvertently overdraw your account, we will have the discretion to pay the overdraft, subject to the limit of your Courtesy Pay and the amount of the Courtesy Pay fee. Overdrafts exceeding the established Courtesy Pay limits may be permitted on an exception basis in accordance with established Credit Union policy and procedures. The Credit Union is not obligated to pay any item presented for payment if your account does not contain sufficient available funds. Any payment by the Credit Union of an overdraft check (or item) does not obligate the Credit Union to pay any other overdraft check (or item), or to provide prior notice of its decision to refuse to pay such check (or item).

We may, at our sole discretion, pay overdrafts up to the limits mentioned herein once your eligible account is opened, and thereafter maintained in good standing, defined as:

- a. Bringing your account balance positive at least once within every thirty (30) day period (meaning your balance must remain positive after all account activity is posted for that business day);
- b. Not being in default on any loan or other obligation to the Credit Union; and
- c. Not being subject to any legal or administrative order or levy.

Payment by the Credit Union is a courtesy and not a right of the member/ accountholder or an obligation of the Credit Union. The Credit Union in its sole and absolute discretion can cease paying overdrafts at any time without prior notice of reason or cause. This privilege for eligible Business accounts will generally be limited to a maximum of \$750. Any and all fees and charges, including without limitation the Courtesy Pay fees (as set forth in our Fee Schedule), will be included as part of this maximum amount. It may be possible that your account will become overdrawn in excess of the Courtesy Pay limit as a result of the assessment of a fee or if an exception is permitted. If you've reached your Courtesy Pay limit, you may be assessed a NSF fee in accordance with the Business Fee Schedule.

The total of the Courtesy Pay (negative) balance, which includes any and all fees and charges including all Courtesy Pay fees, is due and payable upon demand, and each member, accountholder and/or authorized signatory will continue to be liable, jointly and severally, for all such amounts, as described in this Agreement. A Courtesy Pay fee will be imposed for overdrafts created by checks, ACH, everyday debit card transactions, in person withdrawals, or by other electronic means. As an added courtesy, we will only assess the Courtesy Pay fee if the paid item draws your account more than \$5 negative. Please refer to our separate Business Fee Schedule for additional information about charges. Also, transactions may not be processed in the order in which they occurred because merchants may place holds on debit card transactions, and as a result, the order in which transactions are received and processed may impact the total amount of fees incurred.

Business account holders may opt out of the Courtesy Pay services at any time by contacting the Credit Union.

17. **Transaction Cut-Off times and Credit Union's Business Days.** Except as may be otherwise specifically provided in our Agreements, all transactions after our "daily cut-off time" and made on days that are not our business days will be treated, transmitted, recorded, etc., as applicable and appropriate as if received/directed on the next business day that we are open. Deposits, orders, instructions, requests, etc., received by mail, electronically, at an unstaffed facility, or outside depository will be processed and credited only when actually received by us, and we shall have no responsibility until we actually receive the item.
18. **Postdated and Stale Dated Drafts.** We may pay any draft without regard to its date unless you notify us in writing of a postdating pursuant to applicable laws and our requirements. We are not responsible if you give us an incorrect or incomplete description, or untimely notice. You agree not to deposit checks, drafts or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account, which is presented more than six (6) months past its date; however, we have no obligation or liability to you or any other party to the instrument or in the chain of the collection process if we do so.
19. **Stop Payment Orders.**
- a. **Stop Payment Order Request.** You may request a stop payment order on any check or draft drawn on your account. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order. To be binding, the order must accurately describe the check or draft, including the exact account number, check or draft number, and amount of the check or draft. This exact information is necessary for the Credit Union to identify the check or draft. If we receive

incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. If we re-credit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign an unauthorized transfer statement describing the dispute with the payee, to transfer all of your rights against the payee or other holders of the check or draft to us, and to assist us in legal action taken against the person. Note: We have no obligation to accept any order to stop payment on an official check guaranteed by us. If you submit your stop payment electronically through Online or Mobile Banking, your access codes, including username and password, shall serve as your signature; however, we may request a physically signed form.

- b. **Duration of Order.** You may make an oral stop payment order which will lapse within 14 calendar days unless you confirm it in writing, or in a record if allowed by applicable law, within that time. A written stop payment order is effective for six months and may be renewed from time to time in writing, or in a record if allowed by applicable law. We do not have to notify you when a stop payment order expires. If we allow you to request a stop payment order for an indefinite period of time, you acknowledge and agree that an indefinite stop payment order may affect future transactions, and agree to be fully and solely responsible and liable for any such stop payment order that you order. For example, if you use your checks through Check Number 9999, you may re-order checks that start over at the number of the first item you drafted. Thus, you may have written Check Number 101 on which you placed a stop payment order ten years previous. When you re-order new checks after using them through Number 9999, the series starts over and in the tenth year of your account the indefinite stop payment order will also apply to the old check number 101 as well as the new check also numbered 101 that is written this year. It is solely your obligation to release the stop payment order or to take steps not to re-use a check number or other transaction data that is the subject of any stop payment order in order to avoid application of your stop payment order to all checks that bear the same number as described herein, or other transaction types that may be subject to such a stop payment order.
- c. **Liability.** You will be charged for each stop payment order given. Refer to the Business Fee Schedule for current fees. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You have the burden of establishing the fact and amount of loss resulting from the payment of an item contrary to a binding stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees and all damages or claims related to our refusal to pay an item, as well as claims of the account owner or of any payee or endorsee for failing to stop payment of an item as a result of incorrect information provided by you.
20. **Foreign or Other Collection Items.** We may accept certain items -- such as certain securities and checks payable in foreign currencies or at foreign locations -- on a collection basis only. We route and process collection items separately from your other deposits. We normally credit your account for collection items only after we receive payment for them. But if we do credit your account and then do not receive payment, we may debit your account for the amount of the item. We may also receive items from other financial institutions on a collection only basis. Upon presentment of a collection item we will follow the presenting institution's instructions and pay the item if funds are available in your account or otherwise pursuant to your agreements with us.
- We charge fees for processing foreign or collection items (incoming and outgoing) as set forth in the Business Fee Schedule. The financial institution on which the collection item is drawn may also charge you fees. If the other financial institution requires payment of a fee before that institution will process the collection item, we may pay the fee and charge your account. Otherwise, the other financial institution may subtract its fee from the amount of the payment we receive. Any fees may apply even if the collection item is returned unpaid.
21. **Pledge on Shares, Consensual Liens, Right of Offset and Statutory Lien.** Unless prohibited by law, by signing an Account Card or other agreement, or by your use of any accounts or services, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account(s) for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. You agree we have the right to offset funds in any of your accounts against any obligation owed to us. Federal or state law, depending on whether we have a federal or state charter, gives us a lien on all shares and dividends and all deposits and interest, if any, in the account(s) you have with us now and in the future. Except as limited by state or federal law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you. Our security interest and right to offset shall prevail and take priority over any adverse claim, change of ownership, pledge, attachment, garnishment, levy, court order or other legal process of any kind whatsoever. Should one of these events occur, we may take any action permitted or required by law.
22. **Legal Process and Other Adverse Claims.** Should we receive any legal process, including any summons, order, injunction, execution, distraint, levy, or lien, (hereafter called "Process"), or other adverse claim which in the Credit Union's opinion affects your account(s), we may, at our option and without liability, refuse to honor orders to pay or withdraw sums from the account(s) and either hold the balance in the subject account(s) until the Process or adverse claim is disposed of to the Credit Union's satisfaction, or pay the balance over to the source of the Process. We may also refuse to allow a withdrawal if there is a dispute between owners or authorized signers about the account or if the account secures any obligations owed to the Credit Union. Any Process or adverse claim is subordinate to our lien and security interest in all funds in your account(s).
23. **Statements.** If the Credit Union provides a periodic statement for your account(s), you will receive a periodic statement from us, or notice of the availability of your statement, describing all activity on your account(s) during the statement period as required by law. The periodic statement will consolidate all account and/or loan information, excluding credit card information. We are only required to provide one statement, regardless of the number of authorized signers, owners or borrowers. Further, you understand and agree that all parties receiving the statement may not be owners or borrowers on all of the accounts or loans addressed in the statement. If provided electronically, you will be sent a notice via e-mail that will direct you to a site we maintain or cause to be maintained where you may access, review, print and otherwise copy/download your periodic statements using procedures that we authorize. E-mail correspondence from us will be sent to the e-mail address provided by any authorized individual.

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. We have no obligation to retain the originals of any checks or other documentation. You agree to keep a copy of your original check in order to verify its validity. If you request us to provide

you with an original check or sufficient copy, you agree that we may provide a copy or an electronic image of the original check. The Credit Union may charge you a fee as set forth in the Business Fee Schedule for each requested item and /or for research as applicable.

a. **You Must Examine Your Statement of Account With "Reasonable Promptness."** If you discover (or reasonably should have discovered) any unauthorized signatures or alteration, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations, forgeries, or any other errors in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

b. **Your Duty to Notify Us.** You agree that the information in each statement will be considered correct for all purposes, and we will have no liability whatsoever unless you notify us in writing within the time described in this section. If you do not receive a periodic statement, you agree to notify us in writing within fourteen (14) days of the date that the statement is usually sent by us. If you do not so notify us, you will be deemed to have received the statement for all purposes.

24. **Death of Sole Proprietor or Single Owner LLC with Same TIN.** You shall notify us promptly if any person with a right to withdraw funds on your account dies or becomes legally incompetent. We may continue to honor all transactions until we receive actual notice of the death or incompetence and have had a reasonable opportunity to act. Following the death of a sole proprietor of an unincorporated business or an LLC with a single owner using that owner's personal TIN, the balance in the account shall be payable in accordance with applicable law upon presentation of appropriate qualification documents and any required tax release.

25. **Dormant Accounts.** If your account has had no activity under any sub-accounts for a period of two (2) years, except for dividend credits, we may classify your account(s) as dormant. Although having no obligation to do so, we reserve the right to not classify a particular account as dormant if any owner thereof has other active accounts or services with us. You may be charged fees as set forth in the Business Fee Schedule if your account is deemed dormant. You authorize us to transfer funds from another account of yours to cover any such fees. Unless prohibited by applicable law, we further reserve the right to transfer your dormant account funds to a general Credit Union account and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with applicable state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

26. **Information About Your Accounts and About You.** Generally, we will not disclose information to third parties about your account(s) or about you without your permission. However, we may disclose information; (1) when it is necessary to complete transfers or transactions; or to send notice of dishonor or nonpayment; (2) to our accountants; (3) to state or federal government regulators; (4) to exchange, in the regular course of business, credit information with other banks, financial institutions, or commercial enterprises, directly or through credit reporting agencies; (5) to advise third parties of accounts closed for misuse; (6) to furnish information to appropriate law enforcement authorities when we reasonably believe we have been the victim of a crime; (7) to comply with government agency or court orders, subpoenas or other legal process or to furnish any information required by statute; (8) to furnish information about the existence of an account to any judgment creditor of yours who has made a written request for such information; or (9) when we are attempting to collect an obligation owed to us. In addition, you understand and agree that we may, from time to time, request and review consumer credit reports and other information about you prepared by credit reporting agencies or others. You will be responsible to pay all legal, copying and other expenses incurred by us or payable pursuant to the Business Fee Schedule regarding any subpoena or other legal process.

You may apply for additional financial services, or seek to refinance your loan and other obligations from time to time with other lenders or financial service providers. You may also seek to sell, trade, transfer or exchange collateral pledged to secure your obligations to us. You authorize and specifically grant us permission to provide orally, electronically or in writing "payoff" and other information including the amounts you owe on all obligations to us, if we receive a request which we in good faith believe to be related to any such application, refinancing, sale, trade, transfer or exchange. To expedite such transactions for your benefit, you agree that we can rely on the representations made to us by a third-party, and our duties to you hereunder do not require us to investigate or document a request for such information.

27. **Taxpayer Identification Numbers, Backup withholding and Identification.** You agree that we may withhold taxes from dividends or interest earned on your account as required by federal, state or local law or regulations. Pursuant to the Account Card used to establish your membership with us, you provided a certification regarding the accuracy of your Taxpayer Identification Number (TIN). Your failure to furnish a correct TIN or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service a percentage of dividends, interest and certain other payments. If you fail provide your TIN within a reasonable time we may close your account and return the balance to you, less any applicable service fees. This certification applies to any and all accounts you have with us now or in the future, unless you provide written notification to us that specifically provides otherwise. You agree to comply with all of our requirements for identification which we may require, including photographing, video recording and providing fingerprints or other biometrics.

28. **Change of Name or Address.** You are responsible for promptly notifying us of any change in your name or change of address, including your e-mail or other electronic address. We may require that your notice be provided to us in writing. We will attempt to communicate with you only by use of the most recent address you have provided to us. In the absence of such notice by you, any mail, disclosure or notice to you at any: address, forwarding address provided to us by the U.S. Postal

Office, or e-mail address shown by our records or any communication received from you will be deemed properly addressed; and unless otherwise provided by applicable law, constitute effective delivery of any item we may be required to provide, regardless of actual receipt by you. If we receive notice that the address you provided to us is not or is no longer correct, or has changed without notice to us, and we attempt to determine your new name or address; then the Credit Union may, in its discretion: (1) impose a fee, as set forth in the Business Fee Schedule, for any mail returned due to a bad address or to determine your current address or location; and/or (2) discontinue sending any statements, notices or other items to you until verifiable information is provided to correct any deficiency under this provision.

29. **Change of Authorized Signers.** You should notify us immediately of any change in the officers of your Business or signing authority for your account. We may ask you to execute and deliver to us new account resolutions, Account Cards, or other supporting documentation before the change is made effective. We will not be responsible for any loss incurred by you in the case that we were not adequately notified about a change of authorized signers or officers.
30. **Permission to Contact.** By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications—including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system—from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider.
31. **Transfer of Ownership.** All accounts are nonassignable and nontransferable to third parties except by us. If you wish to transfer ownership of your account, we may require that your account be closed and a new one be opened by and in the name of the new owner(s).
32. **Recording Conversations, Telephone Requests and Consent to Communications from the Credit Union.** You agree that funds in any account(s) with us can be transferred, upon the telephone request of any signer on the account, to another account with us or to any other financial institution. Furthermore, we reserve the right to refuse to execute any telephone request or order. You consent that any phone call with us may be monitored or recorded by us or our affiliates. By providing telephone number(s) to us, now or at any later time, you authorize us and our affiliates and designees to contact you regarding your account(s) with the Credit Union and its affiliates at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or by sending prerecorded messages or text messages, even if charges may be incurred for the calls or text messages.
33. **Third-party Documents:** From time to time you may present us with certain documents that the Credit Union is not a party to (examples include but are not limited to: trust agreements, Business operating agreements, contracts, court orders, etc.). The Credit Union may require such documents for a purpose such as proving the existence of an entity or trust as required by applicable laws. However, the Credit Union is not a party to such agreements and mere possession of these documents does not in any way imply or impute knowledge of the contents of such documents to the Credit Union or its employees.
34. **Corporate Account Takeover.** You are responsible for monitoring and reporting unauthorized access to your account(s), including Corporate Account Takeover. Corporate Account Takeover is a form of business identity theft in which a company's online banking account and/or credentials are compromised, potentially exposing you to unauthorized transactions such as bill payments, wires, ACH authorization or changes in contact information. We encourage you to perform a self-initiated risk assessment of your computer systems and business practices to minimize your exposure to Corporate Account Takeover. To minimize risk, you should consider taking these proactive steps which assist you in avoiding or minimizing risk:
- use a dedicated computer for financial transactional activity; you should not web browse or use social media on the same computer in which you conduct financial business;
 - update and install system patches regularly;
 - ensure anti-virus/spyware software is installed, function and updated with the most current version;
 - use the latest and most secure Internet browsers suggested in our Interra Online Banking Agreement;
 - lock or turn off your computer when not in use;
 - review your online banking transactions and statements frequently and report any odd or suspicious transactions to us immediately.
- The purpose of these safeguards and self-risk assessments are to determine whether weaknesses exist and identify controls that may assist you in mitigating these risks.
35. **Limitations and Termination of Accounts, Services or Membership; Standards of Conduct and Behavior.**
- a. The Credit Union may limit, refuse, close or terminate any account or service that we deem to constitute a breach of this agreement. We monitor all members and transactions. If prohibited activity, suspicious activity and/or unsatisfactory account handling is detected, we will review the account and take action either by limiting services or closing the account. Unless an express exception is made by the Credit Union in its sole discretion, we do not offer services to "Money Service Businesses (MSB)", "Internet Gambling Businesses" and "Marijuana Related Accounts", or other businesses that we determine violate the limitations in this section. We may choose to limit, refuse, close or terminate any virtual currency (crypto currency) accounts, services or transactions. Such transactions may include but are not limited to: (1) wires (incoming/outgoing) (2) ACH transactions (incoming/outgoing) (3) privately owned ATMs dealing specifically with crypto-currency (4) credit or debit card transactions. The Credit Union may, in its sole discretion, also apply these restrictions on other businesses or individuals directly or indirectly related to such business.
- **Money Service Business (MSB).** If the Credit Union agrees to extend accounts or services to your MSB account, you agree to provide the Credit Union with documentation and information supporting your MSB, including but not limited to: registration, state licensing, agent listing, anticipated account activity (type and volume), types of products and services offered, locations and markets served, and affirmation of the existence of a written BSA/AML program. If you are operating as a registered MSB, or the Credit Union determines that you are a MSB or conducting transactions indicative to an MSB, we may assess additional fees in accordance with our Business Fee Schedule.
- b. We, in our sole discretion, may limit, restrict, change the terms or terminate, as we in our sole discretion deem appropriate, any of your account(s) or service(s), including but not limited to loan services, or place a freeze on any sums on deposit with us at any time without notice or require you to close your account(s)/service(s) and apply for a new account(s)/service(s) if: (1) there is a request to change the owners or authorized users; (2) there is a fraud/forgery or unauthorized

use committed or reported; (3) there is a dispute as to ownership of any account or sum on deposit; (4) there are any checks/share drafts that are lost or stolen; (5) there are returned unpaid items/transactions not covered by an overdraft plan agreement with us or any abuse of any such plan per our assessment thereof; (6) there is any misrepresentation regarding any account(s) or service(s); (7) the Credit Union incurs any loss or believes it may incur any loss relating to any loan(s), account(s) or service(s) you have with us; (8) if we believe you have been negligent in protecting any access devices or codes; (9) we deem it necessary to protect the Credit Union from any risks or losses, or otherwise deem it to be in the best interests of the Credit Union, our members or our employees; (10) you breach any promise under this Agreement or any other agreements with us including but not limited to any default or other delinquency with regard to any loan or other agreements; (11) if bankruptcy or any other insolvency proceeding is filed by or against you, or if we otherwise deem you to be insolvent or incapable of meeting your obligations to us; (12) you refuse or fail to cooperate as provided in this Agreement; (13) you have an account that does not maintain a required par value for a membership account or any balance as to all other accounts; (14) you violate any Credit Union policy, procedure or standard or any law, regulation or rule; (15) if you participate or facilitate any transactions for another person who is prohibited from making transactions with us pursuant to applicable laws or Credit Union policy/procedure; (16) you make unauthorized posting(s), deface or remove notices or signs on Credit Union premises and/or social media sites without management authorization; (17) you misappropriate Credit Union funds, property, or other material proprietary to the Credit Union; (18) you deliberately or repeatedly violate security procedures or safety rules; (19) you possess, use, or are under the influence of illicit drugs on Credit Union premises; (20) you engage in the use or possession of weapons of any kind on Credit Union premises except for on-duty law enforcement officers or security officers; (21) we encounter any new U.S. or other Country's laws, rules, regulations or other requirements that make it impractical or impossible for the Credit Union to meet the requirements of such laws, rules, regulations or other requirements; (22) you use one or more credit or debit cards to obtain cash and purchasing power we do not believe appropriate, using such devices to pay credit card balances with the proceeds of other cards, or using such devices in a manner we determine is primarily intended to abuse a rewards program or (23) We reserve the right to determine if any account, loan or service is being maintained for a purpose other than day-to-day, primary use. Accountholders who persist in making transactions in a manner that we in our sole discretion determine to be calculated solely in order to meet monthly qualifications for rewards or any incentives that we may offer, may have their accounts converted to a different account or closed altogether. We also reserve the right to convert an account to a different account if the account does not have consistent active use over consecutive statement cycles, which period we shall determine from time to time. We, on our own accord, may place a stop payment on any share draft, item or transaction if we are notified or otherwise reasonably believe that any of the foregoing circumstances have occurred. We are not responsible for any draft, withdrawal, item or transaction after your account is terminated. However, if we pay any item after termination, you agree to reimburse us upon demand.

- c. You may terminate your membership by giving us notice and complying with the policies and procedures of the Credit Union. Termination will not release you from any fees or obligations you owe us, those incurred in the process of closing your accounts or services or your liability on outstanding items or transactions. You further agree that we can terminate your membership, any account or service including any rewards program for cause based on any of the circumstances defined in this Agreement, without notice or further action.
- d. **Office(s) in Certain U.S. States or in non-U.S. Countries or Territories.** The Credit Union may limit, refuse, close or terminate any account or service if: (1) you move your office(s) to a country or place outside the U.S., its possessions or territories; (2) we deem it necessary due to legal/regulatory requirements of a state in which we do not maintain a physical presence and/or provide services only to a limited number of persons or businesses located in that state; (3) we deem it to be in the Credit Union's best interests to not provide accounts or services due to potential exposures or obligations arising or related to the laws of a state where we do not maintain a physical presence; (4) we deem it necessary due to legal/regulatory requirements of a foreign country that are not directly applicable in the U.S.; or (5) we deem it to be in the Credit Union's best interests to not provide accounts or services due to potential exposures or obligations under non-U.S. laws, rules or regulations.
- e. **Natural Disasters, Pandemics or Significant Health Concerns and Other Acts of God:**
- **Force Majeure:** Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental declarations, acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (1) financial distress nor the inability of either party to make a profit or avoid a financial loss, (2) changes in market prices or conditions, or (3) a party's financial inability to perform its obligations hereunder. This clause shall continue to apply for a reasonable period of time after the cause addressed above has subsided sufficient to allow resumption of services.
 - **Official Health Guidance:** All Credit Union offices reserve the right to follow/implement official health guidance issued by governmental entities and/or health organizations which may include but are not limited to: Closure of Credit Union Offices; Social Distancing; Requiring the use of Personal Protective Equipment (masks, gloves, clear eye coverings or other requirements). These requirements may vary from office to office; and may change from time to time.
 - **Face Masks:** For security reasons all face masks in Credit Union offices are prohibited unless medically required or to comply with official health guidance. You may be asked to temporarily remove it for proper identification. If you feel you cannot remove your mask temporarily for identification you may be asked to use alternative methods or services. We will also consider any requests for special appointments where your identity can be verified before entering Credit Union property.
- f. **Duty to Cooperate.** You have a duty to cooperate with us, and any law enforcement or government agent or agency with regard to any claim of fraud, forgery, unauthorized access or any other adverse claim(s).
- g. **Standards of Conduct and Behavior.** We, in our sole discretion, may limit, refuse, close or terminate your accounts, services or membership if we deem your conduct to be "improper or abusive". We do not intend to restrict the rights and freedoms of any particular group or individual, but to protect Credit Union employees and members by addressing unacceptable conduct. You understand and expressly agree that the Credit Union is a non-profit organization and that the rights addressed in this section are necessary to protect the Credit Union for the benefit of all members.
36. **Account Rates and Fees.** Our payment of dividends on your account(s) is subject to the account rates, fees, compounding and crediting policies and balance requirements set forth in this Agreement and any applicable Truth-in-Savings disclosure or rate sheets. Fees applicable to all accounts and account services are set forth in the Business Fee Schedule. We may transfer

from any of your account(s) any charges or costs in connection with the operation and maintenance of account(s) as stated in this Agreement or the Business Fee Schedule. You agree that we may change the Business Fee Schedule at any time upon proper notice as required by law.

37. **General Limitation on Credit Union Liability.** If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law or elsewhere in this Agreement. We will not be liable if: (1) your account contains insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We are not liable if drafts or other items were forged or altered so that the forgery or alteration could not be reasonably detected. We will not be liable for consequential damages, except where such limitation is prohibited by applicable law. We are not responsible even though a draft is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.
38. **Privacy and Confidentiality.** Every person on the Credit Union's premises has the expectation and right that their private and confidential information will be protected and remain private and confidential. Thus, the Credit Union prohibits any photography, filming or recording of any type using any device that has or may have the potential to record by any means on any Credit Union premises, including at or near any ATM or other device which may display or allow determination of confidential information without the Credit Union's prior express permission. Violation of this provision shall be grounds for enforcement of all options under the Limitations and Termination of Accounts, Services or Membership section of this Agreement.
39. **Costs, Expenses and Attorneys' Fees.** All owners of account(s) or service(s) with us agree, jointly and severally, to pay us for all costs and expenses, including attorneys' fees we may incur: (1) if it is necessary for us to bring any legal or other action to collect any sum you owe the Credit Union; (2) if we incur any costs or expense as a result of any order or instruction received from any owner or any owner's agent under this Agreement, any adverse claim, legal process; your failure to comply with any obligation in this Agreement or otherwise; (3) if we incur any expense as a result of any dispute, adverse or inconsistent claims; (4) if we bring any action contemplated in this Agreement; (5) if we successfully defend any claim against the Credit Union brought by any owner, agent, personal representative, executor, heir or other party in interest brought via any formal or informal process involving your accounts or services with us; or (6) if we deem it necessary to seek the advice or opinion of legal counsel or other professionals regarding the bona fides or legality of any transaction(s) to/from your accounts or involving any services with us, or any request for information or documentation regarding any of your accounts and/or services with us. If you are responsible to pay us any costs of collection or legal expenses incurred in collecting any amount you owe; in enforcing or protecting our rights under this Agreement or otherwise; or as provided in this subsection, including but not limited to costs of repossession, repair, appraisal, and all other costs or expenses, you agree to pay us the actual amount of such costs and expenses together with reasonable attorneys' fees. Further, you agree to pay the Credit Union an additional sum for any costs, legal expenses or attorneys' fees incurred in any appellate, bankruptcy or post-judgment proceedings, except as limited or prohibited by applicable law. Any costs, expenses or fees hereunder will be paid from any of your account(s) with the Credit Union before payment to any owner or other party. If the amounts in your account(s) are not sufficient, then the owner(s) of the affected account(s) or parties to any applicable services will immediately pay any difference.
40. **Right to Refuse Instructions/Orders.** If you ask us to follow instructions that we believe might expose us to claims, suits, losses, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require a bond or other protections.
41. **American Share Insurance.** Member accounts in this Credit Union are insured to \$250,000.00 per account by American Share Insurance. This institution is not federally insured, and if the institution fails, the federal government does not guarantee that depositors will get back their money. More detailed information is available upon request.
42. **Miscellaneous.** In this Agreement, except as otherwise indicated, the singular includes the plural and the masculine includes the feminine and the neuter. Section headings in this Agreement are for convenience of reference only and shall not govern the interpretation of any provision of this Agreement. If any law or judicial ruling renders any term or condition of this Agreement unenforceable, the remaining terms and conditions shall remain in full force and effect. We reserve the right to waive enforcement of any of the terms set forth in this Agreement regarding any transaction or series of transactions. Any such waiver will not affect our right to enforce any of our rights with respect to any owner, user or other applicable person/party; or to enforce any of our rights with respect to other transactions. Any such waiver shall not modify the terms and conditions of this Agreement. Transactions involving a loan will not alter the terms or conditions of the loan agreement(s), but will remain subject to the terms and conditions of this Agreement where not inconsistent with the loan agreement. In the case of any conflict, the loan agreement will govern.

The Credit Union will retain and follow only your most recent Account Card. The Credit Union will consider any omission from your current Account Card of information that was included in a previous Account Card of yours to have been intentional. If there is a dispute between owners or any other parties claiming an interest in any account(s) or transaction(s); if there is any dispute regarding ownership, entitlement, payment, an owner's intent or instructions, or otherwise with regard to any account or any transaction; or if we receive inconsistent instructions or claims, we can in our sole discretion: (1) suspend or terminate the account(s) and require a court order; (2) require an agreement in writing that we deem sufficient; (3) file an interpleader or similar action and pay any sums in dispute into a court or other appropriate entity; or (4) take such other action as we deem appropriate.

Any waiver by us of any term or condition stated in this Agreement must be in writing and signed by a Credit Union officer and shall not be considered a waiver of any other or future obligation or right.

43. **Governing Law.** This Agreement or any claim or dispute arising hereunder shall be construed in accordance with and governed by the Laws of the State of **Indiana** which law together with specifically applicable federal laws govern this Agreement unless specifically applicable law expressly requires otherwise. You and we agree that our relationship includes transactions involving interstate commerce and that any arbitration provisions are governed by, and enforceable under, the Federal Arbitration Act. To the extent state law is applicable, the laws of the State of **Indiana** shall apply. As permitted by

applicable law, you agree that any legal action regarding this document shall be brought in the county which the Credit Union is headquartered. Our web site and the electronic services that we provide (excluding linked sites) are controlled by the Credit Union from its principal offices within the State of Indiana. While you may choose to access our web site and electronic services from other locations, we make no representation that any information, materials, or functions included in our web site or via our electronic service are appropriate or authorized for use in other jurisdictions. Your access from other locations is made on your own initiative; and you are solely responsible for compliance with any applicable local laws and regulations.

44. **Class Action Waiver:** No member or accountholder may file, request, maintain or pursue against the credit union a class action, class-wide arbitration, or private attorney general action. Nor shall any class action, class-wide arbitration, or private attorney general action be filed, requested, maintained, or pursued by a member against the credit union 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.

ARBITRATION AND CLASS ACTION WAIVER

RESOLUTION OF DISPUTES BY ARBITRATION: THIS RESOLUTION OF DISPUTES BY ARBITRATION PROVISION CONTAINS IMPORTANT INFORMATION REGARDING YOUR ACCOUNTS AND ALL RELATED SERVICES. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY 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 accounts and the 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 account(s), transactions involving your account(s), safe deposit box, and any related service with us are subject to arbitration. Any claims or disputes arising from or relating to this Agreement, any prior account agreement between us, or the advertising, the application for, or the approval or establishment of your account are also included. 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. Disputes also include claims or disputes relating to the enforceability, validity, scope or interpretation of any of these arbitration provisions. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced. All such disputes are referred to in this section as "Claims".

An exception to arbitration of claims is that both you and we have the right to pursue a Claim in a small claims court instead of arbitration, if the Claim is in that court's jurisdiction and proceeds on an individual basis. Claims or disputes arising from your status as a borrower under any loan agreement with the Credit Union are also excluded from this Resolution of Disputes by Arbitration provision.

No Class Action, Joinder of Parties or Jury Trial. 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 mutually agreed to by you and us, claims of two 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.

AS PERMITTED BY LAW, YOU AND WE ALSO AGREE AND UNDERSTAND THAT YOU AND WE BOTH GIVE UP THE RIGHT TO TRIAL BY JURY. THIS IS A JURY TRIAL WAIVER.

Right to Reject this Resolution of Disputes by Arbitration provision. You have the right to opt out of this Resolution of Disputes by Arbitration provision if you tell us within thirty (30) days of the opening of your account or the mailing of this notice, whichever is sooner. To opt out, send us written or emailed notice that you reject the Resolution of Disputes by Arbitration provision, including your name as listed on your account and your account number to the following address:

Interra Credit Union
c/o Compliance Dept
P.O. Box 727
Goshen, IN 46527-0727
compliance@interracu.com

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.

The Arbitration Proceeding. The arbitration must be filed with one of the following neutral arbitration forums: American Arbitration Association or JAMS. That organization will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code and this arbitration provision and/or this agreement, this arbitration provision and this agreement will control. If JAMS or the AAA is unable to handle the claim for any reason, then the matter shall be arbitrated by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA).

The arbitration shall be conducted in the same city as the U.S. District Court closest to your home address, unless the parties agree to a different location in writing.

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, and 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 the right of set-off or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or 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.

Governing Law. You and we agree that our relationship includes transactions involving interstate commerce and that these arbitration provisions are governed by, and enforceable under, the Federal Arbitration Act. To the extent state law is applicable, the laws of the State of Indiana shall apply.

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.

Applicability. The requirement to arbitrate will not apply to your account as long as you are a Service Member of the U.S. military on active duty.

ELECTRONIC RECORDS, COMMUNICATIONS AND TRANSACTIONS

- Electronic Records.** To facilitate electronic commerce, to reduce the expense of records storage, and to obtain the benefits of faster access to records, you acknowledge and agree that we may in our discretion store all records electronically; and that we will not retain and have no obligation to retain any original documents for any period of time. This applies to all documentation including but not limited to checks, transaction records, notes, mortgages, deeds of trust and other loan and/or security documentation. You further acknowledge and understand that we will routinely destroy all original documentation. We may store records electronically via imaging, scanning, filming or other technology used in the financial services industry for the storage of documentation via internal processes or third-party processors that we approve for these services. You agree that such storage shall be secure, and further agree that such records shall for all purposes be recognized and admissible in evidence or otherwise to prove the agreements, rights and obligations of the parties pursuant to any such records.
- “E-Mail” and Facsimile Communications.** You acknowledge and agree that the internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim for damages arising or in any way related to our response(s) to any e-mail or other electronic communication, which we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any e-mail or other electronic communication; and may respond to an e-mail at either the address provided with the communication, the e-mail address gathered upon opening an account or service with us, the e-mail address in your Membership Application, Account Card, or any other application or written communication actually received by us. Any account owner, co-borrower, or authorized user may change the e-mail address for statements or other information from us at any time.

Although having no obligation to do so, we reserve the right to require authentication of e-mails or electronic communications. The decision to require authentication is in the sole discretion of the Credit Union. We will have no obligation, liability or responsibility to you or any other person or company if we do not act upon or follow any instruction to us if a communication cannot be authenticated to our satisfaction. Further, the Credit Union may not immediately receive e-mail communications that you send. Also, we will not take action based on e-mail requests until we actually receive your message and have a reasonable opportunity to act. We reserve the right to require any notices from you be submitted to us in writing, and we may refuse to send certain information through unsecured e-mail communications. If you need to contact the Credit Union immediately regarding an unauthorized transaction, stop payment request, or otherwise, you may call the Credit Union at the telephone number listed on the back of this document.

You expressly consent and agree to receive correspondence from us, our vendors or any parties authorized to send communications hereunder by facsimile or other electronic methods, including any offers for Credit Union, affiliate or third-party services and/or products.

- Conducting Transactions Electronically.** You acknowledge and agree that any transactions entered into electronically between the Credit Union and you constitute an agreement to conduct the transaction electronically. All electronic transactions are governed by the Indiana Uniform Electronic Transactions Act at IC § 26-2-8 et seq., as amended.
- Links to Other Sites.** Our website may contain links to third-party websites. These links are provided solely as a convenience to you and not as an endorsement by the Credit Union of the contents on such third-party website. Credit Union is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third-party websites. If you decide to access linked third-party websites, you do so at your own risk.
- Guides.** We may provide you with Guides as a navigational tool through products or services we offer now, or in the future. We will not be responsible for any damages arising from your misuse, failure to abide by or inability to understand the guides; including but not limited to, understanding deadlines or conditions for processing instructions or the restrictions or conditions with regard to information or data accessed via the service(s).

BUSINESS DEBIT CARD CARDHOLDER AGREEMENT

This Business Cardholder Agreement ("Cardholder Agreement") is between Interra Credit Union ("hereinafter "we, us, our or Credit Union"), and each member and authorized signer who has applied for a Business Debit or ATM Card (hereinafter referred to as "Card or Access Device") together with any person who is approved by an owner or authorized signer to use or access these services (hereinafter referred to as "you, your or yours").

The Credit Union's card services are additional "electronic" services provided to increase convenience to our members. This Cardholder Agreement supplements the other terms and conditions set forth in the Credit Union's Business Membership Account and Services Agreement and all related disclosures (collectively referred to as the "Agreement"), which you have previously received and agree to. To the extent that there is any conflict between the terms of the Agreement and this Cardholder Agreement, this Cardholder Agreement will govern our relationship with you with respect to the Card or Access Device and the services provided pursuant to this Cardholder Agreement.

You understand that by signing an account card, application, completing and submitting an application, or the acceptance, retention or use of these card services, you agree to the terms and conditions of this Cardholder Agreement. Further, you agree to abide by any terms or conditions which may be added because of future enhancements to our electronic services.

Definitions.

"Access Device" means any debit card, stored value card or other electronic Access Device and/or any codes, passwords or personal identification numbers that we issue to allow you to access and/or use any account or other services.

"Authorized User" means any person who has actual, implied or apparent authority, or who any owner has given any information, access device or documentation that enables such a person to access, withdraw, make transactions to or from your accounts, or to use any of your account services. This definition is intended to be construed broadly and includes without limitation all users acting under a written document such as a power of attorney as well as any person or entity that is authorized to make deposits or debits to or from your accounts with us.

"PIN" means personal identification number.

General Rules For Using Your Access Devices. You acknowledge and agree to the following:

- Your Card remains the property of the Credit Union and will be surrendered immediately to the Credit Union upon request.
- To never allow anyone to use, borrow or obtain your Card and PIN. By giving your Card and PIN to another person, you take responsibility for all transactions made by that person or by anyone else to whom that person gives the Card and PIN until you notify us to cancel your Card and issue a new Card.
- You shall be responsible for maintaining your Card and PIN with maximum security and confidentiality.
- The Credit Union reserves the right to debit/credit your accounts for all transactions as if each transaction were signed by you. Further, you agree that by acceptance or use of your Access Devices the Credit Union is authorized to pay from any account necessary to satisfy any transaction, fee or service charge that results from the use or misuse of your Access Devices.
- To use caution when using any ATM or other electronic terminal or device to complete any transaction. You further agree that the Credit Union shall have no responsibility to you or any user, or be liable for any personal injury or property damage, which may occur as a result of any act before, during or after a transaction or other visit to any ATM or other electronic terminal location. You or any user assumes the risk of nighttime use of any ATM or other electronic terminal location or other electronic banking device.
- An Access Device may be issued to any member or joint owner when qualified under the rules, regulations and by-laws of the Credit Union.
- If your Access Device is lost or stolen, you agree to notify the Credit Union immediately upon discovery of such loss or theft. Replacement of an Access Device may be issued by us at the cost set forth in the Credit Union's Business Fee Schedule.
- The Credit Union shall not be responsible for the use or condition of any ATM or other electronic banking terminal or device it does not own. Further, the Credit Union will not be responsible for any failure of an ATM or other electronic banking terminal or device to function except as specifically provided for by law.
- The Credit Union reserves the right to add or delete ATM or other electronic terminal location or other electronic banking devices as it deems necessary.
- You agree to hold the Credit Union harmless for unauthorized or fraudulent use of any Access Device issued to your account.
- The Credit Union reserves the right to make any changes in the daily withdrawal limits it deems necessary.
- The Credit Union is not liable for any claims you may have against a merchant, company or other financial institution arising from use of your Access Device.
- You will not use your Access Devices to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute an event of default under this Agreement. You agree that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s). You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.
- We do not promise everyone will honor your Card, and we have no obligation to you if anyone refuses to accept your Card. We are not liable if any merchant, bank, financial institution or other party refuses to honor your Card, or otherwise fails to provide any services made available to you by the Credit Union.
- Your monthly statement will identify the merchant or electronic terminal location at which the transaction took place. You should retain documentation furnished to you at the time of the transaction in order to verify against your monthly statement.
- The Credit Union cannot stop payment on any point-of-sale transaction.
- You understand that you must keep your savings and checking accounts open in order for your Access Devices to remain valid. You agree to return all Cards if you close your account(s), or upon request.

Liability and Unauthorized Transactions. You acknowledge and understand that any card issued under this Agreement will not be treated as a consumer card under the provisions of state and federal law. You will not have the benefit of any limitation of liability with respect to the unauthorized use of a card.

You are solely responsible for maintaining the security of your Credit Union Business Access Device(s) and access code(s) and their use by you, your employees and other authorized signers. You shall be liable for the acts of your employees and

authorized signers related to your Access Device(s), including Business debit card applications, online banking transactions and other service requests. If you provide another person with the means to perform transactions related to your accounts using your Access Device or access code(s), any resulting transactions will be treated as if they were performed and authorized by you. You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. You may contact the Credit Union for assistance with terminating an authorized user or signer. We may have to change your access codes, Access Device or take additional steps to prevent further access by such person.

You agree to be bound by all transactions from any Business account for which valid access codes were used. You authorize us to treat any instructions we receive using valid access codes as if the instructions had been made in writing and signed by the appropriate authorized signer. Unless there is substantial evidence to the contrary, our records will be conclusive regarding any access to, or action taken through, our Online Business Banking service. Notwithstanding the foregoing, we agree that you will not be responsible for transactions which occur after you have notified us to block the access codes that were used to perform the transaction, and we have had a reasonable opportunity to do so. The sooner you notify us of a problem, the better your chance of keeping your losses down.

As a Business, you should perform a risk assessment periodically to evaluate that the controls you have in place to secure your business are adequate. The assessment should be used to determine the risk level associated with financial activities you perform with any controls you have in place to mitigate these risks.

MasterCard Business Debit Card Zero Liability. If a PIN-based transaction, Point-of-Sale transaction or ATM transaction is made with your card without permission, you will have no liability for the unauthorized transaction provided that:

- You exercised reasonable care in safeguarding your debit card from risk of loss or theft, and
- Upon becoming aware of such loss or theft, you promptly reported the loss to the Credit Union.

MasterCard Business Debit Card Zero Liability will not provide protection for any of the following transaction(s):

- Any transaction by an authorized signer (even if that authorized signer is not a cardholder), a person authorized by a cardholder, or any other person with an interest in or authority to transact business on your account.
- Any transaction by a cardholder that exceeded the authority given by you.
- Any transaction a merchant has processed in error, or a transaction involving goods or services with which the cardholder is not satisfied.

Business Use of Cards. You agree that all Cards issued to your request shall be used solely for business and commercial purposes in connection with your Business operations. No consumer use of any Card is permitted under any circumstances. You are solely responsible for insuring that all Cards are used for business and commercial purposes and that the Credit Union will not be liable for any misuse of such Card by any cardholder.

Dollar Limitation on Transactions. You may assign a different individual dollar limitation for each individual cardholder. The requested dollar limitation for each cardholder is set forth in the Business Debit Card Application and must be agreed to by the Credit Union. The dollar limitations may be changed from time to time as herein provided; provided that no change may be made without the Credit Union's approval. You agree that we may unilaterally, with no notice, modify the dollar limitations at any time.

Additional Provisions Related To The Debit Card. In addition to other disclosures made to you, the following applies directly to the use of the debit card and will supersede subsequent disclosures where applicable.

- A transaction initiated with your debit card is an order by you to charge your primary checking account and is subject to all rules applicable to that account. The available balance in your primary checking account will be reduced by the amount of any transaction for which the merchant has received an authorization from us, even if documentation evidencing a transaction has not been received and processed by the Credit Union. Upon receipt of said documentation, any hold placed on the funds in your account for the amount of the transaction will be deducted for the amount of the transaction. You agree to release the Credit Union from liability based upon failure to authorize subsequent point-of-sale (POS) transfers and/or failure to pay other items drawn on your primary checking account because the processing of a previously authorized POS transaction may not be completed.
- Merchants and others who honor the debit card or related Access Devices may give credit for returns and adjustments, and they will do so by initiating a credit with us, and we will credit that amount to your account.

There will be no charge for the first debit card issued to the member or joint owner; the Credit Union may impose a replacement card fee, as set forth in the Credit Union's Business Fee schedule, for additional cards.

Withdrawals, deposits or purchases made on weekends or holidays are considered next business day transactions and are reflected on your statement as such. The maximum daily limit is subject to the balance in your account at the time the transaction is requested.

Some of these services may not be available at all terminals.

Types of Debit Card Point-of-Sale Transactions and Dollar Limitations. You may access your checking account(s) to purchase goods (in person, by phone or on the internet), pay for services (in person, by phone or on the internet), pay for services (in person, by phone or on the internet), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that you can do with a credit card (that a participating merchant will accept with a credit card).

- You may not exceed \$5,000.00 in transactions per calendar day.

ATM Fees. When you use an ATM that is not owned by us (non-Interra ATM), we may charge you a fee, in accordance with our Business Fee Schedule, for each transaction you make. Additionally, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer. The amount of this fee will be disclosed to you by the owner of the ATM.

Terminal Transfers. You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals.

Currency Conversion and Cross-Border Transaction Fees. If you effect a transaction with your MasterCard debit card in a currency other than U.S. Dollars, MasterCard will convert the charge into a U.S. Dollar amount. The MasterCard currency conversion

procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by MasterCard. The exchange rate MasterCard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date of the transaction was posted to your account. A Currency Conversion fee of up to 1% will be applied to transactions that are converted from foreign currencies to U.S. Dollars. In addition, MasterCard charges us a Cross-Border Assessment up to 1% on each transaction on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction processed through the Global Clearing Management System or the MasterCard Debit Switch in which the country of the merchant is different than the country of the cardholder.

Advisory Against Illegal Use. You agree not to use your card(s) for illegal gambling or other illegal purposes. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

Termination and Amendment. The Credit Union reserves the right at any time to terminate your right to make transactions and to retrieve or ask for the immediate return of any Access Device it deems necessary, without prior written notice to you. If notification is required by law, notice will be mailed to you at the address shown on the Credit Union's account records. It is the obligation of each member to provide new addresses to the Credit Union.

Access Device Revocation. Any Access Device issued by the Credit Union may be revoked without notice to you in the event that any of the following conditions occur:

- Overdrafts occur as result of insufficient or uncollected funds on an account.
- Any transaction that occurs on your account(s) which results in a monetary loss to the Credit Union.
- Account delinquency with the Credit Union, including but not limited to, loans or credit cards.
- Forced closure of a share or share draft account at the Credit Union due to misuse.
- Any other situation in which the Credit Union deems revocation to be in its best interest.

FUNDS AVAILABILITY

This policy statement applies to all transaction accounts. Availability of funds deposited into all other accounts is at the discretion of Interra Credit Union.

General Policy. Our policy is to make funds from your cash and check deposits available to you on the same business day that we receive your deposits. Electronic direct deposits and wire transfers will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use them to pay checks that you have written. Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks that you deposit to your account that are returned to us unpaid and for any other problems involving your deposit. For determining availability of your deposits, every day is a business day except Saturdays, Sundays and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Holds on Other Funds. If we cash a check for you we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept a check for deposit we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

LONGER DELAYS MAY APPLY

Case-by-Case Delays. In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$225.00 of your deposit will be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the same 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 next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

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

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

Special Rules for New Accounts. If you are a new member, the following special rules may 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. The excess over \$5,525 will be available no later than 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 no later than the ninth business day after the day of your deposit.

Deposits at ATMs. Funds from any deposit (cash or checks) made at automated teller machines (ATMs) we do not own or operate may not be available until the fifth business day after the day of your deposit. This rule does not apply to ATMs that we

own or operate. All ATMs that we own or operate are identified as our machines. Generally, funds from deposits made at ATMs we own or operate will be available the next business day. All deposits made at our ATMs on weekends or holidays will be considered made on the next business day.

Deposits at Night Depositories. Funds from deposits at a night depository will be made available on the banking day the deposit is removed and the contents of the deposit are accessible to the credit union for processing. Any deposits made Monday - Friday after 8:30 a.m. EST will be considered received the next banking day in which the branch is open. Any deposits made on weekends or holidays will be considered received on the next business day.

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

BUSINESS SERVICE TRANSACTIONS

INTERRA CONNECT (telephone banking)

Types of Transactions. You may access your account by telephone 24 hours a day at 574.533.7484 or 877.800.3228 using your personal identification number (PIN), a touch-tone phone, and your account number(s) to:

- Transfer funds between checking, share savings and line of credit accounts.
- Make payments from checking or share savings to loans accounts with us.
- Obtain balance information and transaction history for your accounts.
- Initiate requests that are available through the service.

DEBIT CARD TRANSACTIONS

Types of Transactions, Dollar Limitations, and Charges. You may access your account(s) by ATM using your debit card and personal identification number (PIN), or debit card and PIN, to:

- Make deposits to authorized share accounts.
- Withdraw funds from authorized share and loan accounts*.
 - You may withdraw no more than \$800.00 in cash per day.
- Transfer funds between authorized share and loan accounts*.
- Make Credit Union loan payments (not available for some mortgage payments):
 - By transfer from authorized share accounts.
 - Through deposit at Credit Union owned ATM machines.
- Obtain balance information on authorized share and loan accounts*.
- Change your PIN at Credit Union owned ATM machines.

*We will charge a fee, as set forth in the Credit Union's Business Fee Schedule, for each inquiry, withdrawal, or transfer done at any ATM we do not own or operate.

Please see your Business Cardholder Agreement for additional information relating to the use of your debit card.

INTERRA ONLINE BUSINESS BANKING TRANSACTIONS

Types of Transactions. Via personal computer, tablet or mobile phone, you may access your account(s) through our website, interracu.com. With the use of your username, access code and security authentication code, you will have access to:

- Transfer funds between checking, share savings and line of credit accounts.
- Transfer funds to other member accounts.
- Make payments from checking or share savings to loan accounts with us.
- Obtain balance information and transaction history for your accounts.
- Initiate requests (such as stop payments on checks, etc.) that are available through the service.
- Establish and manage e-Alert notifications.
- Create additional sub-shares.
- Establish a budget.

All fund transfers are subject to the rules and regulations governing the relevant accounts (for example, Regulation D limitations on transfers made from savings and money market share accounts.) Please see your Interra Online Business Banking Agreement for additional information relating to the use of Interra Online Business Banking.

INTERRA MOBILE BANKING TRANSACTIONS

Types of Transactions. You may access your account(s) by tablet or mobile phone through our website: interracu.com. Android and Apple users may also download the appropriate application to access your account(s). With the use of your Interra Online username, access code and security authentication code, you will have access to:

- Transfer funds between checking, share savings and line of credit accounts.
- Make payments from checking or share savings to loan accounts with us.
- Obtain balance information and transaction history for your accounts.
- Establish and manage e-Alert notifications.
- Initiate requests (such as stop payments on checks, etc.) that are available through the service.
- Find Branch and ATM locations.

You must be a registered user of Interra Online Business Banking in order to use Interra Mobile. Web access is required in order to enroll and activate the Interra Mobile service. Mobile service provider data and usage charges may apply and it is your responsibility to review your service providers' terms and conditions. All fund transfers are subject to the rules and regulations governing the relevant accounts (for example, Regulation D limitations on transfers made from savings and money market share accounts.) Please see your Interra Online Business Banking Agreement for additional information relating to the use of Interra Mobile.

INTERRA SMALL BUSINESS BILL PAY TRANSACTIONS

Types of Transactions. Upon approval, via personal computer, you may access your account through our website, interracu.com. With the use of your username, access code and multifactor authentication security data, you will have access to:

- Initiate electronic bill payments from your designated checking account.
- Edit and delete these payments.
- Designate payments to recur automatically.
- Obtain information (payee, payment status, etc.) regarding your payments.

Limitations.

- There is a dollar limit of \$999,999.99 on any payment, or the available balance in your designated checking account, whichever is less.
- All bill payments initiated through Interra Bill Pay are subject to there being sufficient funds available in the affected account to cover the transfer on the scheduled payment date.

Stop Payment. Stop payment requests will depend on the payment method and whether or not a check has cleared or payment has been processed. If the payment has already processed, you must call Customer Service. If you call, you may be required to put your request in writing within fourteen (14) days. In addition, you will be charged a fee, as set forth in the Credit Union's Fee Schedule, for each stop-payment order you give. All written or verbal notices should be directed as follows:

Interra Credit Union
560 Carillon Parkway
St. Petersburg, FL 33716

Interra Bill Pay Support
(Available 24/7): 866.820.7990

We utilize the services of a third-party vendor to provide this service to you. You authorize and agree to our use of the services of third-party vendors, and our disclosure of any and all information, including non-public personal information and personally identifiable financial information when we deem such disclosure to be necessary or appropriate to initiate, complete, or facilitate any transaction you order us or our agents to make. Any vendors we use in providing these services may be changed from time to time in our sole discretion. We may terminate your participation in this service for any reason, at any time, and at our discretion may terminate this service due to non-use.

Please refer to the Terms and Conditions of the Interra Bill Pay service and associated Frequently Asked Questions for additional information.

BUSINESS BILL PAY TRANSACTIONS

Types of Transactions. Upon approval and a signed agreement, you may access your account through our website, interracu.com or mobile application. With the use of your username, access code and security authentication code, you will have access to:

- Initiate electronic bill payments from your designated checking account.
- Edit and delete these payments.
- Designate payments to recur automatically.
- Obtain information (payee, payment status, etc.) regarding your payments.

Limitations.

- There is a dollar limit of \$250,000.00 on any payment, or the available balance in your designated checking account, whichever is less.
- All bill payments initiated through Interra Business Bill Pay are subject to there being sufficient funds available in the affected account to cover the transfer on the scheduled payment date.

Canceling a Payment. You may amend or cancel a bill payment any time prior to the cutoff time on the scheduled processing date.

Stop Payment. Stop payment requests will depend on the payment method and whether or not a check has cleared or payment has been processed. If the payment has already processed, you must call Customer Service. If you call, you may be required to put your request in writing within fourteen (14) days. In addition, you will be charged a fee, as set forth in the Credit Union's Business Fee Schedule, for each stop-payment order you give. You must contact the Customer Service Department through the Payment Resolution Center within Business Bill Pay or via phone at 1-866-969-3575.

We utilize the services of a third-party vendor to provide this service to you. By using this service, you authorize and agree to our use of the services of third-party vendors, and our disclosure of any and all information, including non-public personal information and personally identifiable financial information when we deem such disclosure to be necessary or appropriate to initiate, complete, or facilitate any transaction you order us or our agents to make. Any vendors we use in providing these services may be changed from time to time in our sole discretion. We may terminate your participation in this service for any reason, at any time, and at our discretion may terminate this service due to non-use.

Charges for Use of the Service. There is no charge for use of these services, unless you have chosen a "Rush Payment" option for a fee outlined in the Credit Union's Business Fee Schedule. If any bill payment or related charges results in non-sufficient funds, or if any bill payment is made using your available Courtesy Pay limit, you will be charged a fee as set forth in the Credit Union's Business Fee Schedule. Please refer to the Terms and Conditions of the Business Bill Pay service for additional information.

REMOTE DEPOSIT CAPTURE (RDC)

Types of Transactions. Upon approval and signed Remote Deposit Capture Agreement, you may access your account through our website, interracu.com. With the use of your username, access code and security authentication code, you may remotely deposit paper checks to your account by electronically transmitting a scanned image of the paper check(s).

Limitations.

- There are deposit limitations for this service. Upon approval, these limitations will be provided in your signed Remote Deposit Capture Agreement.
- There are hardware and software requirements for this service. Please refer to your Remote Deposit Capture Agreement for further details.

Charges for Use of the Service. Please review your Remote Deposit Capture Agreement for further details.

We reserve the right to accept or reject any item submitted through the remote deposit service for deposit into your account. Any amounts credited to your account for items deposited using the service is a provisional credit and you agree to indemnify the Credit Union against any loss we suffer because of our acceptance of the remotely deposited check.

Please refer to the Remote Deposit Capture Agreement for additional information.

MOBILE REMOTE DEPOSIT CAPTURE (MRDC)

Types of Transactions. Upon approval and signed Remote Deposit Capture Agreement, you may access your account through the mobile application. With the use of your username and access code, you may deposit paper checks to your account by electronically transmitting a digital image of the front and back of the check.

Limitations.

- There are deposit limitations for this service. Upon approval, these limitations will be provided in your signed Remote Deposit Capture Agreement.
- There are hardware and software requirements for this service. Please refer to your Remote Deposit Capture Agreement for further details.

Charges for Use of the Service. Please review your Remote Deposit Capture Agreement for further details.

We reserve the right to accept or reject any item submitted through the remote deposit service for deposit into your account. Any amounts credited to your account for items deposited using the service is a provisional credit and you agree to indemnify the Credit Union against any loss we suffer because of our acceptance of the remotely deposited check.

Please refer to the Remote Deposit Capture Agreement for additional information.

BUSINESS SERVICES PROVIDED UPON SIGNED AGREEMENT

The Credit Union, upon signed contract or agreement, may provide additional services to our members or Business entities. Disclosures for said services shall be provided upon signed agreement. All services offered by the Credit Union will reference and work in accordance with this Agreement.

Contact Interra

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574.534.2506

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Shared Branch Network
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EQUAL HOUSING
OPPORTUNITY



AMERICAN SHARE INSURANCE Your savings insured to \$250,000 per account.
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