

Consumer Account Agreements

These Consumer Account Agreements (“Consumer Agreements”) cover your and our rights and responsibilities concerning consumer Accounts the Credit Union offers. In these Consumer Agreements, the words **you** and **yours** mean anyone who signs an Application. The words **we, us, our, CCU, Credit Union** mean Capital Credit Union. The word **account** means any one or more consumer share or other consumer account(s) you have with the Credit Union.

Your account type(s) and ownership features are designated on your Application. By signing an Application, each of you, jointly and severally, agree to the terms and conditions in these Consumer Account Agreements, your Application, the Funds Availability Policy Disclosure, Truth-in-Savings Disclosure, the Fee Schedule (Rate and Fee Schedule), any Account Receipt accompanying this Agreement, the Credit Union’s Bylaws and policies, and any amendments to these documents from time to time which collectively govern your Membership and Accounts.

ARBITRATION, CLASS ACTION WAIVER, AND JURY TRIAL WAIVER – THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE, A CLASS ACTION WAIVER, AND A JURY TRIAL WAIVER. IT IS IMPORTANT THAT YOU READ THOSE CLAUSES CAREFULLY BEFORE CONSENTING TO THIS AGREEMENT. They are in Part IV beginning on page 8 of this Account Agreement.

I. General Information

1. **Scope of Agreement** – These Consumer Agreements govern all CCU Consumer Checking Accounts and Consumer Savings Accounts (including Money Market Accounts) opened for consumer purposes.
2. **Membership Eligibility** – To join the Credit Union you must meet the membership requirements including purchase and maintenance of at least one (1) share (“membership share”) as set forth in the Credit Union’s Bylaws. You authorize us to check your account, credit, and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request.
3. **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT** – To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. **What this means for you:** When you open an account, we ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents.

II. Definitions

1. **You, Your:** Each person who signs a Membership Application form (or other Account documentation) as an owner or other authorized user of an Account.
2. **We, Us, Our, CCU, Credit Union:** Capital Credit Union.
3. **Account:** Any and all accounts you have, or will have, with CCU, including but not limited to the accounts described below, and any other accounts that incorporate provisions of the Consumer Account Agreements (or other Account documentation).
4. **ATM:** Automated teller machine.
5. **ATM card:** A card that may be used at ATMs to access your Savings and Checking Accounts that may allow authorized individuals to make cash withdrawals, deposits, and transfers and to obtain balance information. ATM cards do not work for making purchases from merchants.
6. **Deposit Only ATM card:** A card that may be used at ATMs only for making deposits to your Checking and Savings Accounts.
7. **Debit card:** A card that may be used by authorized individuals at an ATM to access your Checking and Savings Account to make cash withdrawals, deposits, and transfers and to obtain balance information. Debit cards have a Visa logo on the front and may be used by authorized individuals to make purchases from participating merchants.
8. **Rate and Fee Schedule:** The Rate and Fee Schedule means the Fee Schedule (or any future form substituted by us), as amended from time to time. The Rate and Fee Schedule may be obtained at any location or requested by mail.

III. Account Types and Account Designations

1. **Single Party Accounts** – A single party account is an account owned by one member qualified for credit union membership. If the account owner (who is an individual) dies, the interest passes, subject to applicable law, to the decedent's estate or Payable on Death (POD) beneficiary/payee or trust beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death.
2. **Multiple Party Accounts** – An account owned by two or more persons is a multiple party account.
 - a. **Rights of Survivorship.** Unless otherwise stated on the Application, a multiple party account includes rights of survivorship. This means when one owner dies, all sums in the account will pass to the surviving owner(s). A surviving owner's interest is subject to the Credit Union's statutory lien for the deceased owner's obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.
 - b. **Control of Multiple Party Accounts.** Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature of any other owner(s). Any owner may withdraw all funds, stop payment on items, transfer, or pledge to us all or any part of the shares without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners to act.
 - c. **Multiple Party Account Owner Liability.** If a deposited item in a multiple party account is returned unpaid, the account is overdrawn or if we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for the amount of the returned item, overdraft or unpaid amount and any charges, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of an owner or all funds in the multiple party account regardless of who contributed them.
3. **Accounts for Minors** – We may require any account established by a minor to be a multiple party account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may pay funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. We will not change the account status when the minor reaches the age of majority, unless authorized in writing by all account owners.
4. **Uniform Transfers to Minors Account** – A Uniform Transfers to Minors Account (UTMA) is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The minor to whom the gift is made is the beneficiary of the custodial property in the account. The custodian has possession and control of the account for the exclusive right and benefit of the minor and barring a court order otherwise, is the only party entitled to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction. If the custodian dies, we may suspend the account, until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawal.
5. **POD Designation** – A Payable on Death (POD) designation is an instruction to the Credit Union that when the last account owner dies, the account balance is payable to any named and surviving POD or trust beneficiary/payee. Accounts payable to more than one surviving beneficiary/payee are owned jointly by such beneficiaries/payees without rights of survivorship. Any POD or trust beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs) which are governed by a separate beneficiary/payee designation. We are not obligated to notify any beneficiary/payee of the existence of any account or the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law.

IV. Rules for Consumer Accounts

1. **Deposit of Funds Requirements**– Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with the requirements set forth on the Rate and Fee Schedule, which may be obtained at any location or requested by mail.
 - a. **Endorsements.** We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft or item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement as set forth on the back of the check or draft, we may require endorsement as set forth on the item. Endorsements must be made on the back of the share draft or check within 1 inch from the top edge. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.
 - b. **Collection of Items.** We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. Deposits made by mail or at unstaffed facilities are not our responsibility until we receive them. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will

only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account.

- c. **Final Payment.** All items or Automated Clearing House (ACH) transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items or ACH transfers and impose a return item charge on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or funds transfer.
- d. **Direct Deposits.** We may offer preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize each direct deposit or preauthorized transfer by filling out a separate form. You must notify us at least thirty (30) days in advance to cancel or change a direct deposit or transfer option. Upon a bankruptcy filing, unless you cancel an authorization we will continue making direct deposits in accordance with your authorization on file with us. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.
- e. **Crediting of Deposits.** Deposits made after the deposit cutoff time and deposits made on either holidays or days that are not our business days will be credited to your account on the next business day.

2. Account Access

- a. **Authorized Signature.** Your signature on the Application authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any draft that appears to bear your facsimile signature even if it was made by an unauthorized person. 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.
- b. **Access Options.** You may withdraw or transfer funds from your account(s) in any manner we permit (i.e., at an automated teller machine, in person, by mail, automatic transfer, CU online or telephone, as applicable). We may return as unpaid any draft drawn on a form we do not provide, and you are responsible for any loss we incur handling such a draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney.
- c. **ACH & Wire Transfers.** If we provide the service, you may initiate or receive credits or debits to your account through wire or ACH transfer. You agree that if you receive funds by a wire or ACH transfer, we are not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. We may provisionally credit your account for an ACH transfer before we receive final settlement. We may reverse the provisional credit or you will refund us the amount if we do not receive final settlement. When you initiate a wire transfer, you authorize us to withdraw the amount requested, plus any applicable fees and charges from your account. Each Wire Transfer requested shall be binding on you and we shall have no liability or other obligation for any authorized Wire Transfer. We have the right to refuse any of your requests for a Wire Transfer. You do not have the right to incur an overdraft in any of your accounts as a result of the Wire Transfer. You must identify the payee or any financial Institution by name and by account number (or IBAN/ABA routing number). We may rely on the account or other identifying number as the proper identification, even if it identifies a different party or institution. We will not guarantee when funds will be made available by the receiving institution. Fund/Wire transfers may be governed under Regulation E or the Uniform Commercial Code (UCC), Article 4A, dependent upon the nature of the transaction. If a wire transfer is cleared through the Federal Reserve, the transaction will be governed by Regulation J. You understand that Regulation E and J may amend the provisions and you shall be subject to those Regulations.

Additionally, we may delay posting of International ACH Transactions (IAT) due to required fraud screenings. Delays may occur in posting an IAT due to required screenings against the Specially Designated Nationals list (SDN) published by the Office of Foreign Assets Control (OFAC). This action may cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such funds.

- d. **Credit Union Examination.** We may disregard information on any draft or check, other than the signature of the drawer, the amount and any magnetic encoding. You agree we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.
3. **Account Rates and Fees** – We pay account earnings and assess fees against your account as set forth in the Rate and Fee Schedule, which may be obtained at any location or requested by mail. We may change the Rate and Fee Schedule at any time and will notify you as required by law or Regulation.

4. Transaction Limitations

- a. We permit withdrawals only if your account has sufficient available funds to cover the full amount of the withdrawal or you have an established overdraft protection plan. How we determine whether your account has sufficient funds is based on your Available Balance, as explained below under “Overdrafts.” Drafts or other transfer or payment orders which are

drawn against insufficient funds may be subject to a service charge set forth in the Rate and Fee Schedule, which may be obtained at any location or requested by mail. 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.

A financial institution where you deposit a check, a payee of a check, or a party that you authorized to debit your account, may resubmit a check or other payment to us even if we have already refused the transaction for insufficient funds in your account. If the resubmitted check again exceeds the funds available in the checking account, we again will refuse the check, resulting in an additional NSF fee. Thus, you may be charged multiple insufficient funds fees in connection with a single check other payment that has been refused for insufficient funds multiple times.

We may refuse to allow a withdrawal in some situations, and will advise you accordingly; for example: (1) a dispute between account owners (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; (5) you fail to repay a Credit Union loan on time. We may require you to give written notice of seven (7) days to sixty (60) days before any intended withdrawals.

- b. **Transfer Limitations.** For share savings and money market accounts, if applicable, you may make preauthorized, automatic, or telephonic, transfers to another account of yours or to a third party during any calendar month in accordance with Regulation D. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders including orders received through the automated clearing (ACH). You may make unlimited transfers into any of your accounts or to any Credit Union loan account and may make withdrawals in person, by mail, or at an ATM in accordance with Regulation D. However, we may refuse or reverse a transfer that exceeds these limitations and may assess fees against, suspend or close your account. You understand that Regulation D may amend the provisions and you shall be subject to those amendments.
5. **Certificate Accounts** – Any time deposit, term share, share certificate, or certificate of deposit account allowed by state law (Certificate Account), whichever we offer, is subject to the terms of these Consumer Agreements, the Rate and Fee Schedule (which may be obtained at any location or requested by mail) and Account Deposit Receipt for each account the terms of which are incorporated herein by reference.

6. **Overdrafts**

- a. **How Your Account Can Be Overdrawn.** To determine whether a transaction may cause your account to become overdrawn, it is important to understand that your account has two kinds of balances: the Available Balance and the Current Balance.

The Available Balance is the amount of funds available for withdrawal or use at a specific point in time. The Available Balance includes pending transactions that have been authorized but may not yet have fully processed, or posted, to your account, such as debit card point of sale transactions, ATM transactions, pending deposits, or online transfers. This does not include scheduled bill pay transactions, deposits that are placed on hold, or checks that you have written but have not yet cleared your account.

The Current Balance is determined after all transactions have posted to your account after the end of the business day. We first process all funds coming into your account such as credits and deposits, subject to holds placed on certain transactions as addressed in our Funds Availability Policy disclosure below on page 10. The Current Balance is all funds recorded in your account, including funds that are not yet available for you to use such as pending transactions.

ASSESSMENT OF OVERDRAFT FEES IS BASED ON THE AVAILABLE BALANCE IN YOUR ACCOUNT. An overdraft occurs when the funds in your Available Balance at the time a transaction is presented to us are not enough to pay for that transaction. It is your responsibility to avoid overdrawing your account. To help you manage your account and avoid overdraft fees and insufficient funds Charge fees, you can determine your Available Balance at ATMs, online, on our mobile banking application, or by calling us anytime. We also provide you with a summary of Insufficient Funds Charge (Paid) fees, overdraft fees and insufficient funds charge fees (shown as Returned Item Fees) on your monthly account statements for the current period and year-to-date.

- b. **Overdraft Liability.** If on any day, based on the Available Balance in your account, the funds in your share account are not sufficient to cover drafts, fees or other items posted to your account, those amounts will be handled in accordance with our overdraft procedures or an overdraft protection plan you have with us. The Credit Union's determination of an insufficient account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the account required. We do not have to notify you if your account does not have funds to cover drafts, fees or other posted items. Whether the item is paid or returned, your account may be subject to a charge as set forth in the Rate and Fee Schedule, which may be obtained at any location or requested by mail. Fees may be imposed on each check, draft item, ATM card withdrawal, debit card withdrawal, debit card point of purchase, preauthorized automatic

debit, telephone initiated withdrawal or any other electronic withdrawal or transfer transaction that is drawn on an insufficient available account balance. Except as otherwise agreed in writing, we, by covering one or any overdraft, do not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time without notice. If we pay a draft or impose a fee that would otherwise overdraw your account, you agree to pay the overdrawn amount immediately. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any midnight deadline limits.

- c. **Overdraft Protection Plan.** If we have approved an overdraft protection plan for your account, we will honor drafts drawn on insufficient funds by transferring funds from another account under these Consumer Agreements or a loan account, as you have directed, or as required under the Credit Union's overdraft protection policy until the funds are no longer available. The fee for overdraft transfers, if any, is set forth on the Rate and Fee Schedule, which may be obtained at any location or requested by mail. These Consumer Agreements govern all transfers, except those governed by agreements for loan accounts.
7. **Courtesy Pay—** Unless you have made application for and been approved for an overdraft line of credit, the Credit Union is under no obligation to pay any or all overdraft items on your account. If you do not have an overdraft line of credit, payment of an overdraft item is at the discretion of the Credit Union. Fees may be imposed on each check, draft item, ATM card withdrawal, debit card withdrawal, debit card point of purchase, preauthorized automatic debit, telephone initiated withdrawal or electronic withdrawal or transfer transaction that is drawn on an insufficient available account balance. If you wish not to have overdraft items paid under any circumstance you must inform the Credit Union of your choice, except for everyday debit card transactions (see paragraph below). It may be a crime to write a check or authorize payment that will not be paid. The Credit Union Rate and Fee Schedule, which may be obtained at any location or requested by mail, states the fee charged for paying overdrafts. You have the choice to opt in or opt out of our courtesy pay program for your everyday debit card transactions (purchases made with your debit card on a day to day basis). **By opting in**, you are asking Capital Credit Union to accept the everyday debit card transactions that occur when there are not enough funds in your account to cover the transaction(s). Transactions will be accepted under the courtesy pay program if you've been approved for this service. We reserve the right to cancel this service at any time. The fee per transaction is set forth in the Rate and Fee Schedule, which may be obtained at any location or requested by mail. **By opting out**, you are asking Capital Credit Union to reject the everyday debit card transactions that occur when there are not enough funds in your account to cover the transaction(s). Transactions will be denied at the merchant. The fee per transaction is \$0. For member accounts, if you do not opt in or opt out, we will assume you do not want to opt in and you will be automatically opted out of the program for these transactions.
8. **Postdated and Staledated Drafts—** We may pay any draft without regard to its date unless you notify us of a postdating. The notice must be given to us in time so that we can notify our employees and reasonably act upon the notice and must accurately describe the draft, including the exact number, date, and amount. You understand that the exact information is necessary for the Credit Union's computer to identify the draft. We are not responsible if you give us an incorrect or incomplete description, or untimely notice. You may make an oral notice which lapses in fourteen (14) calendar days unless confirmed in writing. A written notice is effective for six (6) months and may be renewed in writing from time to time. 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.
9. **Stop Payment Orders –**
 - a. **Stop Payment Order Request.** You may request a stop payment order on any draft or ACH drawn on your account. To be binding an order must be dated, signed, and describe the account and draft number or ACH and the exact amount. The stop payment will be effective if the Credit Union receives the order 3 business days or more before the payment is scheduled to be made and you state the number of the account, number of the draft, and its exact amount. You understand that the exact information is necessary for the Credit Union's computer to identify the draft. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the draft. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the draft. If we recredit your account after paying a draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the draft and to assist us in any legal action.
 - b. **Duration of Order.** You may make an oral stop payment order which will lapse within fourteen (14) calendar days unless confirmed in writing within that time. A written stop payment order is effective for six (6) months and may be renewed in writing from time to time. We do not have to notify you when a stop payment order expires.
 - c. **Liability.** Fees for stop payment orders are set forth on the Rate and Fee Schedule, which may be obtained at any location or requested by mail. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees,

damages or claims related to our refusing payment of an item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

- 10. Credit Union Liability** – If we do not properly complete a transaction according to these Consumer Agreements, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. 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 you or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. 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 the Consumer Agreements. Any conflict between what you or our employees may say or write will be resolved by reference to these Consumer Agreements.
- 11. Credit Union Lien and Security Interest**– If you owe us money as a borrower, guarantor, endorser or otherwise, we have a statutory lien on the account funds in any account in which you have an ownership interest, regardless of their source, unless prohibited by law. We may apply these funds, without further notice to you, in any order to pay off your indebtedness. By not enforcing a lien, we do not waive our right to enforce it later. In addition, you grant the Credit Union a consensual security interest in your accounts and we may use the funds from your accounts to pay any debt or amount now or hereafter owed the Credit Union, except for obligations secured by your residence and credit card accounts, unless prohibited by applicable law. All accounts are nonassignable and nontransferable to third parties.
- 12. Legal Process** – If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.
- 13. Account Information** – Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure complies with the law or a government agency or court order; or (4) for exam and audit purposes or (5) you give us written permission.
- 14. Notices**
- a. **Name or Address Changes.** You are responsible for notifying us of any address or name change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We may accept oral notices of a change in address and may require any other notice from you be provided in writing or through online channels. If we attempt to locate you, we may impose a service fee as set forth on the Rate and Fee Schedule, which may be obtained at any location or requested by mail.
 - b. **Notice of Amendments.** Except as prohibited by applicable law, we may change the terms of these Consumer Agreements. We will notify you of any changes in terms, rates, or fees as required by law. We reserve the right to waive any term in these Consumer Agreements. Any such waiver shall not affect our right to future enforcement.
 - c. **Effect of Notice.** Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Notice to any account owner is considered notice to all account owners.
- 15. Telephone, Texting, and E-mail Communications.** We may monitor and record telephone conversations and other communications between you and us for reasonable business purposes, including security and quality assurance. Except as otherwise prohibited by applicable law, you agree we may monitor and record such communications without your approval or further notice to you. When you give us a telephone number (including a cell phone number) or place a call to us, you authorize us to contact you at that number by telephone or text message. We may also use artificial or pre-recorded voice messages or automatic dialing technology for informational and account service purposes, but not for telemarketing or sales calls. It may include contact from companies acting on our behalf to service your accounts. Message and data rates may apply. If you give us an email address, you authorize us to send servicing messages related to your accounts to that address.
- 16. Taxpayer Identification Numbers and Backup Withholding** – Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may suspend opening your account, or, if applicable, you may request a non-dividend or non-interest bearing account until a TIN is provided.

17. Statements

- a. **Contents.** If we provide a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you

agree that only one statement is necessary for a multiple party account. For share draft or checking accounts, you understand and agree that your original draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies may be retained by us or payable through financial institutions and made available upon your request. You understand and agree that statements are made available to you on the date they are mailed or available online (see eStatements section) to you. You also understand and agree that drafts or copies thereof are made available to you on the date the statement is mailed to you, even if the drafts do not accompany the statement.

- b. **Examination.** You are responsible for examining each statement and reporting any irregularities to us. We will not be responsible for any forged, altered, unauthorized or unsigned items drawn on your account if: (1) you fail to notify us within thirty-three (33) days of the mailing date of the earliest statement regarding any forgery, alteration or unauthorized signature on any item described in the statement; (2) any items are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.
 - c. **Notice to Credit Union.** You agree that the Credit Union's retention of drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement you agree to notify us within fourteen (14) days of the time you regularly receive a statement.
17. **Inactive Accounts** – If your account falls below any applicable minimum balance and you have not made any transactions over a period specified in the Rate and Fee Schedule (which may be obtained at any location or requested by mail) during which we have been unable to contact you by regular mail, we may classify your account as inactive or dormant. Unless prohibited by applicable law, we may charge a service fee set forth on the Rate and Fee Schedule (which may be obtained at any location or requested by mail) for processing your inactive account. If we impose a fee, we will notify you, as required by law, at your last known address or through email. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.
18. **Special Account Instructions** – You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. Account changes requested by you, or any account owner, such as adding or closing an account or service, must be evidenced by a signed Account Change form and accepted by us.
19. **Termination of Account** – We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been or believed to be a forgery or fraud reported or committed involving your account (to include but not limited to online channels); (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any share drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; (7) we reasonably deem it necessary to prevent a loss to us; or (8) your account has been engaged in unlawful Internet gambling or any other illegal activity. You may terminate a single party account by giving written notice. We reserve the right to require the consent of all owners to terminate a multiple party account. We are not responsible for payment of any draft, withdrawal, or other item after your account is terminated, however, if we pay an item after termination, you agree to reimburse us.
20. **Termination of Membership** – You may terminate your membership by giving us notice. You may be denied services or expelled for any reason allowed by applicable law, including causing a loss to the Credit Union. Your access to your accounts or services may be restricted, without prior notice, (1) if you have demonstrated behavior which is abusive in nature (2) if your account is being misused or (3) as otherwise permitted by law.
21. **Death Of Account Owner** – We may continue to honor all transfer orders, withdrawals, deposits and other transactions on an account until we are notified of a member's death. Once we are notified of a member's death, we may pay drafts or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the drafts or other items. We may require anyone claiming a deceased owner's account funds to indemnify us for any losses resulting from our honoring that claim. These Consumer Agreements will be binding upon any heirs or legal representatives of any account owner.
22. **Severability** – If a court holds any portion of these Consumer Agreements to be invalid or unenforceable, the remainder of these Consumer Agreements shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Consumer Agreements.

23. **Enforcement** – You are liable to us for any loss, cost or expense we incur resulting from your failure to follow these Consumer Agreements. You authorize us to deduct any such loss, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce these Consumer Agreements, we shall be entitled, subject to applicable law, to payment of reasonable attorney’s fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.
24. **Governing Law** – These Consumer Agreements are governed by the Credit Union’s Bylaws, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state in which the Credit Union’s main office is located, and local clearinghouse rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding these Consumer Agreements shall be brought in the county in which the Credit Union is located.
25. **CLASS ACTION WAIVER** - No member or accountholder may 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 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.
26. **BINDING ARBITRATION OF CLAIMS AND DISPUTES**

RESOLUTION OF DISPUTES BY ARBITRATION: THIS SECTION 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 provision 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 arbitration provision.

No Class Action or Joinder of Parties.

YOU ACKNOWLEDGE THAT YOU AND WE AGREE THAT NO CLASS ACTION, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY, MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED. Unless 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.

Right to Reject this arbitration provision.

You have the right to opt out of this agreement to arbitrate if you tell us within 30 days of the date a notice of this arbitration provision being added to the Membership Agreement was placed in the mail or email to the address you provided, if applicable,

or within 30 days of first being sent or offered any copy of our Membership Agreement with this arbitration provision in it, whichever is sooner. To opt out, send us notice via U.S. Mail that you reject this arbitration provision, including your name as listed on your account and your account number to the following address: Capital Credit Union, Attn: Legal Department, 204 W Thayer Ave, Bismarck, ND 58501.

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 ("AAA") or JAMS. For AAA, the arbitration will be conducted in accordance with the AAA Consumer Due Process Protocol in concert with the AAA Consumer Arbitration Rules. For JAMS, the arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules & Procedures. If there is a conflict between a particular provision of the AAA or JAMS Rules and this arbitration provision and/or this agreement, this arbitration provision and this agreement will control. If JAMS or the AAA is unable or unwilling 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 neutral arbitrator selected by the parties or the court shall apply the Federal Rules of Evidence and the Federal Rules of Procedure concerning discovery, except that the above class action waiver is specifically enforceable notwithstanding any Federal Rule of Procedure to the contrary.

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.

Severability, Survival.

This arbitration provision 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 arbitration provision is deemed invalid or unenforceable, the remainder of this arbitration provision shall remain in force. No portion of this arbitration provision may be amended, severed, or waived absent a written agreement between You and Us.

V. Truth-In- Savings Disclosures

1. Certificate of Deposit Truth in Savings Disclosures

- a. **Rate Information:** The dividend rate and annual percentage yield on your account is specified on the Rate and Fee Schedule. The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.
- b. **Compounding and Crediting:** Dividends will be compounded monthly and will be credited monthly. If you close your certificate account before dividends are credited, you will not receive accrued dividends.
- c. **Accrual of Dividends on Noncash Deposits:** Dividends will begin to accrue on the business day you deposit noncash items (e.g. Checks) to your account.
- d. **Minimum Balance Requirements:** Minimum balance to open each account, avoid the imposition of fees and the minimum balance to obtain the annual percentage yield disclosed is specified on the Rate and Fee Schedule.

- e. **Balance Computation Method:** Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day.
- f. **Maturity:** Your account will mature on the maturity date set forth on your account receipt.
- g. **Renewal Policies:** CDs that automatically renew will be automatically renewed at maturity. You will have a grace period of ten (10) calendar days after the maturity date to deposit, change terms, or withdraw in the account without being charged an early withdrawal penalty. For all other CDs, you may contact us and renew the account at maturity. If you chose to not renew your CD, or if the CD term is no longer available, the funds will be deposited into a member regular share account, unless notification is received by the credit union before the maturity date.
- h. **Early Withdrawal Penalty:** We may impose a penalty if you withdraw any of the funds in your account before the maturity date. The amount of the early withdrawal penalty is based on the term of your account. For accounts with maturities of 12 months or less, the penalty is loss of 90 days interest. For accounts with maturities of more than 12 months to 25 months, the penalty is loss of 180 days interest. For accounts with maturities of more than 25 months, the penalty is loss of 18 months interest for accounts opened after June 30, 2020, and the penalty is loss of 1 year for accounts opened on or before June 30, 2020. The penalty is calculated as a forfeiture of part of the interest that has been or would be earned at the interest rate on the account. It applies whether or not the interest has been earned. Penalties will be applied first towards interest, then towards principal. You must pay the full penalty regardless of the length of time the principal amount withdrawn has been on deposit. For variable rate accounts, the penalty will be assessed using the most current interest rate.
- i. **Par Value of a Share:** The par value of a share in this credit union is \$5.00.

2. SHARE ACCOUNT TRUTH-IN-SAVINGS DISCLOSURES

- a. **Rate Information:** The dividend rate and annual percentage yield on your account is specified on the Rate and Fee Schedule. The dividend rate and annual percentage yield may change at any time as determined by the Credit Union. The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. Fees may reduce earnings.
- b. **Nature of Dividends:** Dividends are paid from current income and available earnings after required transfers to reserves at the end of dividend period.
- c. **Compounding and Crediting:** Dividends will be compounded monthly and will be credited monthly. If you close your deposit account before dividends are paid, you will not receive the accrued dividends.
- d. **Accrual of Dividends on Noncash Deposits:** Dividends will begin to accrue on the business day you deposit noncash items (e.g. checks) to your account.
- e. **Minimum Balance Requirements:** Minimum balance to open each account, avoid the imposition of fees and the minimum balance to obtain the annual percentage yield disclosed is specified on the Rate and Fee Schedule.
- f. **Balance Computation Method:** Dividends are calculated by the average daily balance method, which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.
- g. **Fees:** Fees that may apply to your account are specified on the Rate and Fee Schedule.
- h. **Transaction Limitations:** Please see the Transaction Limitations section of this document.
- i. **Par Value of a Share:** The par value of a share in this credit union is \$5.00.

VI. Fund Availability Policy Disclosure

The Funds Availability Policy Disclosure describes your ability to withdraw funds at Capital Credit Union.

- 1. **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 deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except federal holidays. If you make a deposit before close of business 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 close of business or on a day we are not open, we will consider that the deposit was made on the next business day we are open. The General Policy does not apply to a deposit made through Mobile Deposit, for funds availability relating to Mobile Deposit please see the Mobile Deposit section under the Electronic Funds Transfer Services Agreement and Disclosure.
- 2. **Longer Delays May Apply** - 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. The first \$500.00 of your deposit, however, may be available the day of 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 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 deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You deposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of 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.

Funds from electronic direct deposits, deposits of cash, and wire transfers to your account will be available on the day we receive the deposit. Funds from 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 on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the fifteenth business day after the day of your deposit.

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

3. **Special Rules for New Accounts** – If you are a new member the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits, deposits of cash, and wire transfers to your account will be available on the day we receive the deposit. Funds from 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 on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the fifteenth business day after the day of your deposit.

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

VII. Electronic Funds Transfer Services Agreement and Disclosure

This Electronic Funds Transfer Services Agreement and Disclosure ("EFT Agreement") is the contract which covers your and our rights and responsibilities concerning the electronic funds transfer ("EFT") services offered to you by Capital Credit Union ("Credit Union"). In this EFT Agreement, the words **you** and **yours** mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words **we, us, our, CCU and Credit Union** mean Capital Credit Union. The word **account** means any one or more savings and checking accounts you have with the Credit Union. Electronic funds transfers are electronically initiated transfers of money from your account through the electronic funds transfer services described below. By signing an application or account card for EFT services, signing your Card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this EFT Agreement and any amendments for the EFT services offered. Employees and/or agents of Capital Credit Union will never ask or accept member PIN information.

1. **CU Online** (Online Internet Access) – If we approve the CU Online account access for your accounts, you will be required to set up a username and password. You must use your password along with a username to access your accounts.

CU Online is generally available 24 hours a day, 7 days a week. The system may be temporarily unavailable from time to time for maintenance, due to high Internet traffic volume, or for other reasons beyond our control. If this happens, please try your transaction again later. We are not responsible for any delays you have in accessing or using CU Online. There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day as long as the transaction limitation of the Consumer Agreement is followed. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction for which you do not have sufficient available verified funds. Access to your accounts by CU Online will discontinue upon a limited number of failed attempts to enter the correct password. If this occurs, contact the Credit Union.

Use of the CU Online account is subject to the stated regulations covering the rights and liabilities of the user. If privileges are abused as determined by Capital Credit Union, the Credit Union has the right to discontinue use for an account at any time.

2. **Mobile Banking** (Mobile App) – The Capital Credit Union Mobile App is designed to provide you with the ability to access your accounts using your compatible mobile phones and other compatible wireless devices (“Mobile Device”) and will provide you the ability to perform the following services:

- Transfer funds.
- Make loan or credit card payments.
- Review account balance and transaction history.
- Make bill payments.
- Make peer to peer payments.
- Submit stop payment orders.
- Communicate with the Credit Union using secure messaging.
- Deposit checks with mobile deposit.
- Search for branch and ATM locations.
- Other services may be available or may be added in the future.

We reserve the right to modify the scope of the services at any time. All services may not be available to all users. Some of the services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice.

Our Mobile App is offered as a convenience and supplemental service to our CU Online banking services. Our Mobile App is not intended to replace access to CU Online Banking from your computer or other methods you use to manage your accounts.

To utilize the Mobile Banking Service via our Mobile App, your mobile device must be internet enabled/connected to the internet, and you must download the application to your mobile device. We reserve the right to limit the types and number of accounts eligible for mobile banking. You agree and understand that our Mobile App may not be accessible or may have limited utility over some mobile telephone networks, while roaming or otherwise. In addition, the Mobile App may not be supported on all Devices, operating systems, or versions. You are responsible for any data charges from your mobile carrier.

When you use our Mobile App to access your account(s) you agree that you are authorized to access the financial information on the account(s) via our Mobile App. You represent and agree that all information you provide to us in connection with our Mobile App is accurate, current and complete, and that you have the right to provide the information. You agree not to misrepresent your identity or your account information. You represent that you are an authorized user of the Mobile Device you will use to access our Mobile App.

3. **eStatements** – If you elect to receive eStatements you authorize Capital Credit Union to discontinue sending your statements and any other Credit Union communications via postal mail services and you authorize us to send such statements and communications electronically. You can access your statements and other communications on CU Online. You understand that you are responsible to alert the Credit Union of any changes in your email address. The Credit Union may discontinue your eStatements at any time in the event it determines your email address is incorrect or email is returned as undeliverable, which may subject you to fees as set forth of the Rate and Fee Schedule (which may be obtained at any location or requested by mail). Your consent to receive eStatements applies to all of your accounts, unless you contact the Credit Union and indicate otherwise. If you wish to discontinue eStatements at any time, please contact the Credit Union. If you discontinue eStatements, you may be subject to fees as set forth of the Rate and Fee Schedule (which may be obtained at any location, or requested by mail) or you may become ineligible for certain electronically-based accounts, such as the Edge account. We will charge a fee as set forth of the Rate and Fee Schedule (which may be obtained at any location, or requested by mail) if you request a one-time paper statement and you are enrolled in eStatements

4. **EFT Services** – If approved, you may conduct any one or more of the EFT services offered by the Credit Union.

- a. **ATM.** You may use your ATM card and PIN (Personal Identification Number) in automated teller machines of the Credit Union, CO-OP Network, and such other machines or facilities as the Credit Union may designate. At the present time, you may use your ATM Card to:
- Make deposits to your savings and checking accounts, if applicable.
 - Withdraw funds from your savings and checking accounts.
 - Transfer funds from your savings and checking accounts.

- Obtain balance information for your savings and checking accounts.
- Make loan payments from your savings and checking accounts.
- Access your Transfer Line of Credit or other line of credit account.

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

The following limitations on the frequency and amount of ATM transactions may apply:

- You may transfer up to the available balance in your accounts at the time of the transfer. You may not transfer more than the available balance.
- There are daily withdrawal limits. You will be notified of these limits by the credit union before you receive your access card. The credit union reserves the right to change these limits at any time.
- See the section called "Transfer Limitations" for transfer limitations that may apply to these transactions.

Because of the servicing schedule and processing time required in ATM operations, there may be a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal. You should review the Credit Union's Funds Availability Policy to determine the availability of funds deposited at ATMs.

- b. **Debit Card.** You may use your debit card to purchase goods and services any place your debit card is honored by participating merchants. You agree that you will not use your debit card for any transaction that is illegal under applicable federal, state or local law. Funds to cover your debit card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, the credit union will pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this EFT Agreement. You may use your debit card and PIN (Personal Identification Number) in automated teller machines of the Credit Union, CO-OP Network, and such other machines or facilities as the Credit Union may designate. At the present time, you may also use your debit card to:
- Make deposits to your savings, checking and credit accounts.
 - Withdraw funds from your savings and accounts.
 - Transfer funds from your savings, checking and credit accounts.
 - Obtain balance information for your savings, checking and credit accounts.
 - Make loan payments from your savings, checking and credit accounts.
 - Access your Transfer Line of Credit or other line of credit account.
 - Make POS (Point-of-Sale) transactions with your debit card and PIN (Personal Identification Number) to purchase goods or services at merchants that accept Visa.
 - Order goods or services by mail or telephone from places that accept Visa.
 - Pay bills directly by telephone from your checking or savings account in the amounts and on the days you request

The following limitations on the frequency and amount of debit card transactions may apply:

- There may be a limit on the number of debit card purchases you make per day.
- You may transfer up to the available balance in your accounts at the time of the transfer. You may not transfer more than the available balance.
- See the Section called "Transfer Limitations" for transfer limitations that may apply to these transactions.
- There are daily withdrawal and purchase limits. You will be notified of these limits by the credit union before you receive your access card.

c. **Preauthorized EFTs.**

- Direct Deposit. Upon instruction if (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or recurring payments, such as Social Security, to your savings or checking account.
- Preauthorized Debits. Upon instruction, we will pay certain recurring transactions from your savings and checking account.
- See the Section called "Transfer Limitations" for transfer limitations that may apply to these transactions.

- d. **Bill Payment (Bill Payments).** We will process bill payment transfer requests based on information you provide. Failure to provide the proper information may result in a Bill Payment not being processed.

We will withdraw the designated funds from your checking account for bill payment transfer by the designated cut-off time on the date you schedule for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor. After 3 months of Bill Pay inactivity, the Bill Pay account will be closed. There is no limit on the number of bill payments per day. A stop payment cannot be placed on a Bill Pay sent electronically. For any Bill Pay that is returned, a fee will be assessed to your account as set forth of the Rate and Fee Schedule (which may be obtained at any location or requested by mail).

- e. **Electronic Check Conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- f. **Mobile Deposit.** Mobile Deposit allows you to make deposits to your checking account from a remote location by capturing a picture of the front and back of checks and delivering the images and associated deposit information to the Credit Union or the Credit Union's designated processor.

You agree that you will not deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks or items payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
- Checks or items containing any type of alteration of the check or item, or which you know or suspect are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks or items previously converted to a substitute check.
- Checks or items drawn on a financial institution located outside the United States.
- Checks or items that are remotely created checks.
- Checks or items not payable in United States currency.
- Checks or items that are "stale-dated," which is greater than six months past the payment date.
- Any savings bonds.
- Any item that is stamped with a "non-negotiable" watermark.
- Checks or items prohibited by Credit Union's current procedures relating to the Services or which are otherwise not acceptable under the terms of your Credit Union account.
- Checks or items payable on sight or payable through drafts.
- Checks with any endorsement on the back other than the required endorsement.
- Checks that have previously been submitted through the service or through a remote deposit capture service offered at any other financial institution.
- Checks or items that are drawn or otherwise issued by the U.S. Treasury Department.
- Checks or items that are in violation of any federal or state law, rule, or regulation.

You agree to endorse any item transmitted through the Services with the following: (1) Your signature, (2) "For Mobile Deposit only" and (3) Your account number. You agree to follow any and all other procedures and instructions for use of this Service as Credit Union may establish from time to time.

You agree that items transmitted using Mobile Deposit are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through Mobile Deposit is received and accepted before 2 p.m. Central Time on a business day outlined in this EFT Agreement, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Services in excess of \$500.00, will generally be made available in two business days from the day of deposit, however, Credit Union reserves the right, in its sole discretion, to delay availability longer than two business days. Credit Union may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as Credit Union, in its sole discretion, deems relevant.

We reserve the right to reject any item transmitted through the Service, at our discretion. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive an on screen confirmation from the Credit Union that we have received the image. Receipt of such on screen confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time. Any item that we subsequently determine was not an eligible item. You agree that the Credit Union is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

Upon your receipt of a confirmation from Credit Union that we have received an image that you have transmitted, you agree to retain the check for at least 90 calendar days from the date of the image transmission. After 90 days, you agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to Credit Union upon request. You understand and agree that you are responsible for any loss caused by your failure to secure or properly destroy and dispose of original checks.

You agree to notify the Credit Union of any suspected errors regarding items deposited through the Services right away, and in no event later than 30 days after the applicable Credit Union account statement is sent. Unless you notify the Credit Union within 30 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against the Credit Union for such alleged error.

With respect to any item that you transmit to us through these Services that we credit to your Account, in the event such item is dishonored; you authorize us to debit the amount of such item from the Account of deposit. All credits resulting

from these Services are provisional until final payment by the institution on which the deposited item is drawn. You should review the Credit Union's Funds Availability Policy to determine the availability of funds deposited through Mobile Deposit. The image of an item transmitted to the Credit Union using the Services must be legible, as determined in the sole discretion of the Credit Union or our designated processor. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of member claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

- g. **CU Pay.** CU Pay allows you to initiate or authorize funds transfers between accounts or individual(s) who have accounts at a financial institution. We impose limits on the dollar amount and number of authorized transactions you may make through the Service. Such limits shall be provided to you when you access CU Pay. All accounts must be located in the U.S., no International transactions are permitted. The Service may only be scheduled in Online Banking or Mobile Banking, we are not able to schedule a transaction on your behalf over the phone.

By providing us with names and telephone numbers, email addresses or bank account information of Receivers to whom you wish to send payments, you authorize us to (i) accomplish this transfer through the Automated Clearing House ("ACH") and (ii) to use the Service Provider as our agent for this purpose. The Credit Union uses as its agent and other financial intermediaries (collectively, the "Service Provider") to accomplish funds transfers. You understand that the Credit Union and its Service Provider may originate more than one ACH entry (for example, a paired credit and debit entry) to accomplish the transfer you are requesting or authorizing. These ACH entries may be originated in any sequence (for example, a credit may be provided to you in advance of settlement on a paired debit entry against your account). You authorize us or our Service Provider to resubmit debit entries against your account as needed to fulfill the ACH Transfer you have requested. If this is a recurring ACH Transfer, this authorization will continue in full force and effect until such time as you cancel the recurring ACH Transfer as provided below.

We and our Service Provider will process your funds transfer request based on the information you provide. Any errors in the information (including but not limited to incorrect or inconsistent account names, account numbers or ABA routing numbers) that you provide to us are your responsibility. We and our Service Provider are not required to investigate discrepancies between account numbers and names on the account, and you agree that we and our Service Provider are not responsible for investigating such discrepancies and may execute an ACH Transfer using account number information only, even if the name and the account number do not match. It is your responsibility to inform us as soon as possible if you become aware that any information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

We or our Service Provider, in our sole and absolute discretion, have the right to reject, reverse, or cancel any ACH Transfer you initiate, and/or restrict or condition your ability to use the service, at any time for any reason.

- h. **Mobile Wallet.** Mobile Wallet allows you to add your Capital Credit Union Cards to an application using your Mobile Device. Once added, you understand that you may use your Mobile Device to make payments only where the Wallet is accepted. Capital Credit Union is not a provider of the Mobile Wallet and we are not responsible for any failure or inability to perform a transaction using the Mobile Wallet. We are only responsible for supplying information securely to the Mobile Wallet provider to allow usage of the Capital Credit Union card in the Mobile Wallet.

The Apple Pay service is a service offered exclusively by Apple using eligible Apple devices. Capital Credit Union does not own, operate, or control Apple Pay (including the Mobile Wallet), and is not responsible for any service provided to you by Apple or by any third party engaged by Apple. We likewise are not responsible for any information or other services provided to you by Apple or any other third parties associated with the Apple Pay service. We are not liable for any failure or performance of the Apple Pay service. You understand that your use of the Apple Pay service will also be subject to agreements or terms of use with Apple Inc. or other parties. Apple and Apple Pay are registered trademarks of Apple Inc.

5. Transfer Limitations

For savings and money market accounts, you may make preauthorized, automatic, or telephone transfers and withdrawals from these accounts to another account of yours or to a third party in any month in accordance with Regulation D. If you exceed these limitations, your account may be subject to a fee or be closed.

6. Conditions of EFT Services

- a. **Ownership of Cards.** Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The Card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person.
- b. **Honoring the Card.** Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

- c. **Security of Username, Password, and Access Code.** You will be required to set up a username, password, and access code (“security information”) with your electronic funds transfer services. Your security information is confidential and must not be shared with any third party. You are responsible for safekeeping your security information. You agree not to disclose or otherwise make your security information available to anyone not authorized to sign on your accounts. You understand that any joint owner you authorize to use your security information may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of your security information and the Credit Union suffers a loss, we may terminate your EFT services immediately. If you believe that your security information has been lost or stolen or that someone may attempt to access your accounts or has transferred money without your consent, you must promptly notify us.
- d. **Joint Accounts.** If any of your accounts accessed under this EFT Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this EFT Agreement and, alone and together, shall be responsible for all EFT transactions to or from any savings, checking or loan accounts as provided in this EFT Agreement. Each joint account owner, without the consent of any other account owner, may, and hereby is authorized by every other joint account owner to, make any transaction permitted under this EFT Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.
- e. **Technical Difficulties.** When using any EFT service, you may experience technical or other difficulties. We will attempt to post alerts on our website or send you a message to notify you of these interruptions. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur.
- f. **Hardware and Software.** You accept full responsibility for making sure that you understand how to access and use the EFT services and the software that enables you to access and use the EFT services. We will not be liable to you for any losses, costs or damages caused by your failure to properly access or use our EFT services. In order to use certain EFT services, you must obtain and maintain, at your expense, compatible hardware and software as specified by the Credit Union from time to time. The Credit Union is not responsible for any third party software you may need to use the Services.
- g. **Security.** Notwithstanding our efforts to ensure that EFT services are secure, you acknowledge that the Internet is inherently insecure and that data transfers can potentially be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the EFT services or email transmitted to and from us, will not be monitored or read by others. You are responsible for making sure your equipment is protected from and free of viruses, worms, Trojan horses, malware or other harmful components which could result in damage to programs, files, phones, or could result in interception of information by a third party. We are not responsible for or liable for any indirect, incidental, special, or consequential damages that may result from harmful hardware or software components on equipment or liable if sensitive information intercepted by a third party.
- h. **User Conduct.** You agree not to use our EFT services or the content or information delivered through our EFT services in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of our EFT services to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, unlawfully threatening or unlawfully harassing; (g) interfere with or disrupt computer networks connected to the Services; (h) interfere with or disrupt the use of our EFT services by any other user; or (i) use our EFT services in such a manner as to gain unauthorized entry or access to the computer systems of others.
7. **Fees and Charges** – There are certain charges for electronic funds transfer services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.
- a. **ATM Fees. Debit Card Fees.**
- Our debit card has no monthly fee associated with it.
 - There is no charge for point of sale transactions.
 - For foreign transactions: Purchases and cash advances made in foreign currencies will be billed to you in U.S. dollars. The conversion rate to dollars will be made in accordance with the operating regulations for international transactions established by VISA U.S.A. Inc. from time to time. A fee of 2% of the transaction amount posted to your account will be imposed on all foreign transactions made in a foreign currency, including purchases, cash withdrawals or cash advances. A fee will be imposed as specified in the Rate and Fee Schedule (which may be obtained at any location or requested by mail). A foreign transaction is any transaction that you complete or a merchant completes on your card and the cardholder’s country is different than the merchant country excluding

Puerto Rico, or the US Virgin Islands. This foreign fee will be posted as a separate transaction on your statement.
ATM Fees.

b. **Preauthorized EFT Fees.**

- A non-sufficient funds fee may be charged. Fees that may apply to your account are specified in the Rate and Fee Schedule (which may be obtained at any location or requested by mail).

c. **Bill Payment Fees.**

- The Bill Payment service has no fee associated with it.

8. **Member Liability** – You are responsible for all transactions you authorize using your EFT services under this EFT Agreement. If you permit other persons to use any EFT service, ATM Card, debit card, your access code, or your username and password, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us AT ONCE if you believe any Card, access code, or username or password have been lost or stolen or if you believe an electronic fund transfer has been made without your permission. Contacting us via telephone is the best way to minimize losses. You could lose all the money in your account (plus your maximum overdraft Line of Credit). If a transaction was made with a Card or a Card number, without your permission, and was a VISA transaction, you will have no liability for the transaction, unless you were grossly negligent in the handling of your Account or Card. For all other EFT transactions, including ATM transactions, or if you were grossly negligent in the handling of your Account or Card, your liability for an unauthorized transaction is determined as follows:

- a. If you tell us within two (2) business days after you learn of the loss or theft of your card, access code, username or password, you can lose no more than \$50 if someone used your Card without your permission.
- b. If you do NOT tell us within two (2) business days after you learn and we can prove that we could have stopped someone from using your card, access code, username or password without your permission if you had told us, you could lose as much as \$500.00.
- c. If your statement shows transfers that you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within thirty (30) days after the statement was mailed to you, you may not get back any money you lost after the thirty) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

9. **Contact in the Event of Unauthorized Transfer** - If you believe your Card, access code, username or password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us immediately at (701) 255-0042, fax (701) 222-3996 or write to: Capital Credit Union, PO Box 2096, Bismarck, ND 58502.

10. **Documentation**

- a. **Periodic Statements.** We will provide you with a monthly account statement for each month your account has activity. If your account does not have activity in a month, you will not receive a statement for that particular month. At a minimum we will provide you with a quarterly statement regardless of account activity.
- b. **Terminal Transfers.** You can get a receipt at the time you make any transfer to or from your account using one of our ATMs or point-of-sale terminals.

11. **Confidentiality** - We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders;
- For exam and audit purposes; or
- If you give us your written permission.

12. **Business Days** – For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

13. **Financial Institution's Liability** – If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement, we may be liable for your losses or damages. However, there are some exceptions to our liability. Examples of the exceptions include:

- If, through no fault of ours, you do not have enough money in your accounts to complete the transfer.
- If any funds in your accounts necessary to complete the transaction are held as uncollected funds or pursuant to our Funds Availability Policy.
- If you used your Card or access code in a manner prohibited by this agreement.
- If the transfer exceeds the credit limit on your overdraft line.
- If the ATM where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire, flood, or power failure, or any other act of God) prevent the transfer, despite reasonable precautions that we have taken.

- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan or account.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your Card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct electronic, PC, or mobile transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- If you give your username or password to a third party and fraud is committed on your account.
- Any other exceptions as established by the Credit Union.

14. Preauthorized Payments

- Right to Stop Payment and Procedures for Doing So.** If you authorized us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:
Call us at (701) 255-0042, or write us at Capital Credit Union, PO Box 2096, Bismarck, ND 58502, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to submit written authorization within 14 days of your call. Please refer to the Rate and Fee Schedule (which may be obtained at any location or requested by mail) for the amount you will be charged for each stop payment item.
- Notice of Varying Amount.** If these regular payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

15. **Notices** -All notices from us will be effective when we mail or deliver them to your last known address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this EFT Agreement. We reserve the right to change the terms and conditions upon which service is completed. We will mail notice to you at least twenty-one (21) days before the effective date of any change in the service of notices. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

16. **ATM Safety Precautions.** The following information is a list of safety precautions regarding the use of Automated Teller Machines (ATM) and Night Deposit Facilities.

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your Card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number or code on your ATM Card.
- Report all crimes to law enforcement officials immediately.

17. **Statement or Receipt Errors or Disputes** (Consumer Accounts and Transactions Only) – In case of errors or disputes regarding your electronic transfers please call us at (701) 255-0042 or write us at Capital Credit Union, PO Box 2096, Bismarck, ND 58502 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem appears. Call us at (701) 255-0042, fax (701) 222-3996 or write to: Capital Credit Union, PO Box 2096, Bismarck, ND 58502. If you correspond with us via fax or via mail please provide the following information:

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.
- Provide contact information for the Credit Union to contact you with follow up questions.

If you contact us via telephone or in person, we may require that you send us your complaint or question in writing within ten (10) business days of our request for a written request. If we require your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account for any error or dispute.

We will determine whether an error occurred within 10 business days after you contact us. If we determine an error has occurred we will make the necessary correction promptly. Depending on the nature of the error we may require up to 45 days to investigate your complaint or question. If we decide to investigate your complaint or question, we will credit your account within 10 business days after you contact us so that you will have the use of the money in question during the up to 45 days it takes us to complete our investigation.

New Accounts, Point-of-sale, Foreign-Initiated Transactions- For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question after you contact us. For new accounts, if we decide to investigate your complaint or question we may require up to 20 business days to credit your account.

We will contact you with the results of our investigation within three business days of completing the investigation. If after our investigation we determine there was a lack of an error on your statement, we will send you a written explanation of our determination. You may make a written request for copies of the documents that we used in our investigation.

NOTE. If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within 5 business days unless we determine that the circumstances of your account history warrant a delay, in which case you will receive credit within 10 business days.

- 18. Termination of EFT Services** You may terminate this EFT Agreement or any EFT service under this EFT Agreement at any time by notifying us in writing and stopping your use of your Card, and any access code, and any other EFT services. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this EFT Agreement at any time by notifying you orally or in writing. If we terminate this EFT Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this EFT Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our system not to accept your Card, access code, or username and password for any EFT service. Whether you or the Credit Union terminates this EFT Agreement, the termination shall not affect your obligations under this EFT Agreement for any EFTs made prior to termination.
- 19. Governing Law** – This EFT Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of North Dakota and local clearinghouse rules, as amended from time to time. Any disputes regarding this EFT Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.
- 20. Enforcement** – In the event either party brings a legal action to enforce the EFT Agreement or collect any overdrawn funds on accounts accessed under this EFT Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. If there is a lawsuit, you agree that it may be filed and heard in the county and state in which the Credit Union is located, if allowed by applicable law.
- 21. Severability**– If a court holds any portion of this EFT Agreement to be invalid or unenforceable, the remainder of this EFT Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

VIII. VISA CREDIT CARD AGREEMENT AND TRUTH IN LENDING DISCLOSURE

In this Visa Credit Card Agreement and Truth in Lending Disclosure ("Visa Agreement") the words **you** and **your** mean each and all of those who apply for the card or who sign this Visa Agreement. **Card** means the Visa Credit Card and any duplicates and renewals we issue. Everyone who received, signs or uses a card issued under this Visa Agreement must be a member of this Credit Union. **Account** means your Visa Credit Card Line of Credit account with us. **We, us, ours, CCU, Credit Union** means Capital Credit Union. **Visa Agreement** means the following terms and the Account Opening Disclosures.

THE GRANTING OF A SECURITY INTEREST IS A CONDITION FOR THE ISSUANCE OF CREDIT UNDER THIS AGREEMENT. YOU SPECIFICALLY GRANT US A CONSENSUAL SECURITY INTEREST IN ALL INDIVIDUAL AND JOINT ACCOUNTS YOU HAVE WITH US NOW AND IN THE FUTURE TO SECURE REPAYMENT OF CREDIT EXTENDED UNDER THIS AGREEMENT. IF YOU ARE IN DEFAULT, WE CAN APPLY YOUR SHARES TO THE AMOUNT YOU OWE. Shares and deposits in an Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given are not subject to this security interest. If you have other loans with us, collateral securing such loans will also secure your obligations under this Agreement, unless that other collateral is your principal residence or non-purchase money household goods.

1. **Responsibility** – If the Credit Union issues you a card, you agree to repay all debts and INTEREST CHARGES AND FEES arising from the use of the card and the card account. For example, you are responsible for charges made by yourself, your spouse, minor children and anyone else listed on the card. You are also responsible for charges made by anyone else to whom you give the card, and this responsibility continues until the card is recovered. You cannot disclaim responsibility by notifying us, but we will close the account for new transactions if you so request and return all cards. Your obligation to pay the account balance continues even though an agreement, divorce decree, or other court judgment to which we are not a party may direct you or one of the other persons responsible to pay the account. Any person using the card is jointly responsible with you for charges he or she makes, but if that person signs the card he or she becomes party to this Visa Agreement and is also jointly responsible for all charges on the account, including yours.
2. **Variable Rates** – The Annual Percentage Rate (APR) that applies to your account will vary with changes to the Prime Rate, which means your APR can increase or decrease as a result of the changes in the Prime Rate. If the APR increases, you will have to pay a higher periodic finance charge and may have to make a higher minimum payment. On the last day of each month, the Credit Union determines the Prime Rate as published in the Wall Street Journal. We then add a margin to the Prime Rate to get the APR for the following month. If the Wall Street Journal stops publishing the Prime Rate, we will select a similar reference rate and inform you on your billing statement or through a separate notice. The margins for purchase, balance transfers and cash advances for Visa with Rewards Credit Card and Visa without Rewards Credit Card are disclosed in the brochure and the truth in lending disclosure, which are incorporated herein by reference.
3. **Requirements** - Must be 18 years of age to open a VISA Credit Card; unless signed by a cosigner, including the parent, legal guardian, spouse, or any other individual who has attained the age of 18 having a means to repay debts incurred by the consumer in connection with the account.
4. **Credit Line** – If we approve your application, we will establish a self-replenishing Line of Credit for you and notify you of its amount when we issue the card. You agree not to let the account balance exceed the approved Credit Line. Each payment you make on the account will restore your Credit Line by the amount of the payment applied to principal. You may request an increase in your Credit Line only by written application to us with all parties' signatures, which must be approved by our credit manager or loan officer. By giving you written notice our credit manager may reduce or increase your Credit Line from time to time, or with good cause, revoke your card and terminate this Visa Agreement. Good cause includes your failure to comply with this Visa Agreement, or our adverse re-evaluation of your creditworthiness. You may also terminate this Visa Agreement at any time, but termination by either of us does not affect your obligation to pay the account balance. The cards remain our property and you must recover and surrender to us all cards upon our request and upon termination of this Visa Agreement.
5. **Using The Card** – To make a purchase or cash advance, there are two alternative procedures to be followed. One is for you to present the card to participating VISA plan merchant, to us or to another financial institution. This will usually require a signature for and sign the sales or cash advance draft. The other is to complete the transaction by using your Personal Identification Number (PIN) in conjunction with the card in an Automated Teller Machine or other type of electronic terminal that provides access to the VISA system. Your monthly statement will identify the merchant, electronic terminal or financial institution at which transactions were made; however sales, cash advance, credit or other slips cannot be returned with the statement. You will retain the copy of such slips furnished at the time of the transaction in order to verify your monthly statement. The Credit Union may make a reasonable charge for photocopies of slips you request.
6. **No Annual Fee** - The credit union does not charge an annual fee for your card.
7. **Monthly Payment** – The Credit Union will provide monthly statements either by mail, or electronically if you have selected eStatements. Your monthly statement will show the following: previous balances of purchases, cash advances, and/ or balance transfers, the current transactions on your account, the remaining credit available under your Credit Line, the New Balance, the INTEREST CHARGE due to date, and the Minimum Payment required. Every month you must pay at least the Minimum Payment within 25 days of your statement closing date. If your Minimum Payment has not reached us within 15 days after the due date on your statement, we will assess a late payment fee as disclosed in the Account Opening Disclosures. By a separate agreement you

may authorize us to charge the Minimum Payment automatically from your share or share draft account with us. You may pay more frequently, pay more than the Minimum Payment, or pay the Total New Balance in full, and you will reduce the INTEREST CHARGE by doing so. The Minimum Payment is disclosed in the Account Opening Disclosures. In addition, at any time your Total New Balance exceeds your Credit Line you will be required to pay the Minimum payment due on the account plus the amount in excess of your approved credit line. Minimum payments are applied first to unpaid interest charges and fees, then to billed balances with the highest rate of interest to the following lower rate of interest until the payment is exhausted. Amounts in excess of the minimum payment will be applied first to unpaid interest charges and fees, then to billed balances with the highest rate of interest to the following lower rate of interest, then to the unbilled balances bearing the highest rate of interest to the following lower rate of interest until the payment is exhausted. The Credit Union may allocate the entire amount paid in excess of the minimum payment to a balance on which interest is deferred during the last two billing cycles immediately preceding the expiration of the period during which interest is deferred.

8. **Interest Charges** – Capital Credit Union offers members a VISA card with options as disclosed in the Account Opening Disclosures. Your account will be subject to an INTEREST CHARGE, as disclosed in the Account Opening Disclosures, on the average daily unpaid principal balance of the account. To get the daily balance, we add new cash advances, balance transfers, new purchases and other charges posted to your account that day (i.e. credit insurance, annual fees if applicable) and subtract any payments or credits. The unpaid principal balance is the principal portion of your previous Balance, reduced by payments you made and credit we apply, and increased by cash advances and purchases you make during the statement period. Cash advances and balance transfers bear interest from the date of posting to your account until the date payment is received in full. Purchases are subject to interest from the date of posting to your account. However, you can avoid INTEREST CHARGE on purchases made during the statement period by paying the full amount of the New Balance of purchases within 25 days of the statement date.
9. **Returns and Adjustments** – Merchants and others who honor the card may give credit for returns or adjustments. Credit returns will not be applied to your current amount due for the month. If your credits and payments exceed what you owe us, we will hold and apply this credit balance against future purchases and cash advances, or if it is \$1 or more, refund it on your written request or automatically after 6 months.
10. **Foreign Transaction** – Purchases and cash advances made in foreign currencies will be billed to you in U.S. dollars. The conversion rate to dollars will be made in accordance with the operating regulations for international transactions established by VISA U.S.A. Inc. from time to time. A fee will be imposed as specified in the fee schedule. A foreign transaction is any transaction that you complete or a merchant completes on your card and the cardholder's country is different than the merchant country excluding Puerto Rico, or the US Virgin Islands. This includes Internet and other transactions that are initiated in the U.S. with a merchant who processes the transaction in a foreign country or foreign currency. This foreign fee will be posted as a separate transaction on your statement.
11. **Default** – You will be in default if you fail to make your required Minimum Payment on time. The Credit Union has the right to demand immediate payment of your full account balance, including interest and fees, if you default, subject to our giving you any notice required by law. To the extent permitted by law, you will also be required to pay our collection expenses, including court costs and reasonable attorney's fees.
12. **Credit Information** – You authorize us to investigate your credit standing when opening, renewing or when we are reviewing your account, and you authorize us to disclose information regarding your account to credit bureaus and other creditors who inquire of us about your credit standing, to the extent authorized in our by-laws.
13. **Liability for Unauthorized Use** – If you notice the loss or theft of your credit card or a possible unauthorized use of your card, you should write to us immediately at: P.O. Box 2096, Bismarck, ND 58502, or call us at 701-255-0042. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50.
14. **Effect of Agreement** – This Visa Agreement is the contract which applies to all transactions on your account even though the sales, cash advances, or credit slips you sign or receive may contain different terms. We may amend this Visa Agreement from time to time by sending you the advance written notice required by law. To the extent the law permits, and we indicate in our notice, amendments will apply to your existing account balance as well as to future transactions. You may terminate the account by surrendering the card(s) and paying off the balance in full before the new Visa Agreement becomes effective.
15. **Other Charges** – The Account Opening Disclosures and Rate and Fee Schedule (which may be obtained at any location or requested by mail) discloses other charges which will be added to your account as applicable.
16. **Insurance** – You understand that you are not required to purchase Credit Life and/or Credit Disability Insurance in order to obtain your VISA card. You acknowledge receiving a copy of a voluntary insurance disclosure and authorization. The cost of any insurance you have chosen will be added to your principal balance each month.
17. **Acknowledgment** – This Visa Agreement has been furnished to you by Capital Credit Union. You acknowledge receipt and acceptance of said Visa Agreement. By the signing, acceptance, and use of the VISA Card issued to you, you hereby accept all of the terms and conditions of this Visa Agreement.
18. **Illegal Transactions Prohibited** – You agree that you will not use your card for any transaction that is illegal under applicable federal, state or local law.

19. YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

20. What to Do if You Find a Mistake on Your Statement

If you think there is an error on your statement, write to the Credit Union at:

Capital Credit Union

P.O. Box 2096, Bismarck, ND 58502

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.
- Include contact information for the Credit Union to contact you at.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call the Credit Union, but if you do call we are not required to investigate any potential errors and you may have to pay the amount in question.

21. What Will Happen After We Receive Your Letter

When the credit union receives your letter, we must do two things:

- 1) Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error; or
- 2) Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While the Credit Union investigates whether or not there has been an error:

- We cannot attempt to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. The Credit Union may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

22. YOUR RIGHTS IF YOU ARE DISSATISFIED WITH YOUR CREDIT CARD PURCHASES

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

- 1) The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
- 2) You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
- 3) You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Capital Credit Union P.O. Box 2096, Bismarck, ND 58502.

While the Credit Union investigates, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact the credit union in writing at:

FACTS

WHAT DOES CAPITAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

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

- Social Security number and income
- account balances and payment history
- credit history and credit scores

When you are *no longer* our member, we continue to share your information as described in this notice.

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

Reasons we can share your personal information	Does Capital Credit Union share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes— information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

Call 701-255-0042 or go to www.capcu.org

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What we do	
How does Capital Credit Union protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Capital Credit Union collect my personal information?	We collect your personal information, for example, when you ■ open an account or deposit money ■ pay your bills or apply for a loan ■ use your credit or debit card We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only ■ sharing for affiliates' everyday business purposes—information about your creditworthiness ■ affiliates from using your information to market to you ■ sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ■ <i>Capital Credit Union does not share with our affiliates</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ■ <i>Capital Credit Union does not share with nonaffiliates so they can market to you</i>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ■ <i>Capital Credit Union doesn't jointly market</i>



Revised: 4/7/2023

Business Account Agreements

These Business Account Agreements ("Business Agreement") cover your and our rights and responsibilities concerning business Accounts Capital Credit Union offers. The Business Membership and Business Account Agreements (Agreements) are the contracts governing your rights and obligations when using your Business Account(s) offered by Capital Credit Union ("CCU"). Please read this booklet carefully and retain it for your records.

Your account type(s) and ownership features are designated on your Business Membership Application form. By signing a Business Membership Application, (or other Account documentation) that is a part of the Business Account Agreements, and by providing valid business entity documentation if requested by CCU, by providing a valid picture identification (e.g., current driver's license, military identification, passport, current school identification), or by accessing any CCU Account or using an access device subject to the Agreements, you, jointly and severally, agree to all terms and conditions in or delivered in connection with the Business Account Agreements, including but not limited to the CCU Business Account Disclosure, the Funds Availability Policy, the Electronic Funds Transfer Services Agreement and Disclosure, Merchant Capture User Agreement, ACH Origination Agreement and CCU's bylaws and policies, all as amended from time to time (and all of which are incorporated into the Business Account Agreements). Some accounts (e.g., Certificates of Deposit and Money Market Accounts) are also subject to additional rules that will be supplied upon opening those accounts. Other agreements you have with us (e.g., loan or credit card agreements) may also govern or restrict your rights under the Business Account Agreements. You also agree that additional accounts and services you request in the future will be governed by the Business Account Agreements, as amended from time to time.

ARBITRATION, CLASS ACTION WAIVER, AND JURY TRIAL WAIVER – THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE, A CLASS ACTION WAIVER, AND A JURY TRIAL WAIVER. IT IS IMPORTANT THAT YOU READ THOSE CLAUSES CAREFULLY BEFORE CONSENTING TO THIS AGREEMENT. They are in Part III beginning on page 36 of this Business Agreement.

Throughout this Business Agreement, the terms “we,” “us,” “our,” “CCU,” and “Credit Union” refer to Capital Credit Union. In this Agreement, “Member” refers to a business entity that establishes an Account with us for business purposes and “you” and “your” refer, individually and collectively, to Member, Business Owner, and to each Authorized Signatory (as that term is defined in this Agreement).

I. General Information

1. **Scope of Agreement** – This Business Agreement governs all CCU Business Checking Accounts and Business Savings Accounts (including Money Market Accounts) opened for business purposes.

This Agreement does not govern accounts held for personal, family, or household purposes. If you open a Business Account, and use it for personal, family, or household purposes, your Business Account will be subject to this Agreement, and not CCU’s Consumer Account Agreements.

2. **Membership at CCU** – To join CCU you must meet the membership requirements including purchase and maintenance of at least one (1) share (“membership share”) as set forth in the Credit Union’s Bylaws. You authorize us to obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request. For membership purposes, the “principals” of the business are the individuals who own the business, such as (1) the sole proprietor of a sole proprietorship; (2) the partners of a partnership; (3) the members of a limited liability company; and (4) the stockholders of a corporation.

3. **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT** – To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record the following information:

Government issued documentation that identifies each person who opens any new Account or has some level of access on the Account:

- Documentation showing that the person opening the Account is authorized to act on behalf of the Business
- Documentation that identifies all Business Owners and a person with significant responsibility for managing the business
- Proper entity documentation based on your particular Business structure as requested by CCU.

Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

What this means for you: When you open an account, we ask for the following information for the person opening the Account, all Business Owners with an ownership interest of 25% or greater, a Control Person and anyone who will have some level of access to the Account: name, address, date of birth, and other information that will allow us to identify the individual. We may also ask to see a government-issued ID (such as a driver’s license or other identifying documents).

4. **Limitation of Services** – CCU has determined that the privilege of access to CCU’s products and services should be denied to members who are “not in good standing” with CCU. The determination of whether a member is “not in good standing” will be made at CCU’s sole discretion. CCU may take any or all of the following actions, in CCU’s sole discretion, against a member who is deemed to be “not in good standing”:

- Suspension of any and all products and services (including access to CCU digital banking services, credit card, debit card, and ATM card services, and electronic and/or automatic payment services), other than the right to maintain a share account and the right to vote at annual and special meetings;
- Preclusion from personal contact with CCU Related Parties such that member services may be available only through written communication through the U.S. mail, or other remote means, as designated by CCU;
- Preclusion from access to CCU premises, any Shared Branch location, or any other shared branching network; and
- Taking any other action deemed reasonable and appropriate under the circumstances by CCU that is not precluded by CCU’s bylaws or applicable law, including making a report to the appropriate authorities.

II. Definitions

1. **You, Your:** Each person or entity, individually and collectively, who signs a Business Membership Application form (or other Account documentation) as a Business Owner, or Authorized Signer, Agent, or other authorized user of an Account, and each person who has signed any previous version of a CCU Account signature card or enrollment form. You, Your also includes Business Member.
2. **We, Us, Our, CCU, Credit Union:** Capital Credit Union.

3. **Account:** Any and all accounts you have, or will have, with CCU, including but not limited to the accounts described below, and any other accounts that incorporate provisions of the Business Account Agreements (or other Account documentation).
4. **Business Member (Tax Owner):** The CCU Business Member whose Tax Identification Number (TIN) is used on the Account for reporting interest income to the Internal Revenue Service (IRS) and for which CCU has obtained a signed Business Membership Application form (or other Account documentation).
5. **Business Membership Application form:** The Business Membership Application means Business Application for Membership Services (or any future form substituted by us), as amended from time to time. These enrollment forms for membership and Account privileges are signed by the person applying for membership and all Authorized Signers.
6. **Business Owner:** A party who has ownership interest in the Business and legal liability for the Business Member Account.
7. **Control Person:** An individual who has significant responsibility for management of the business. A Control Person has no legal liability unless they are also a Business Owner.
8. **Authorized Signer or Authorized User:** A party who may perform transactions on a Business Member Account and has no legal liability for the Account unless the party is also a Business Owner.
9. **Agent:** A party who may view information about and perform certain limited transactions on a Business Member Account and has no legal liability on the Account.
10. **Non-Authorized Agent:** A party who may view information about a Business Member Account and has no legal liability on the Account.
11. **ATM:** Automated teller machine.
12. **ATM card:** A card that may be used at ATMs to access your Savings and Checking Accounts that may allow authorized individuals to make cash withdrawals, deposits, and transfers and to obtain balance information. ATM cards do not work for making purchases from merchants.
13. **Deposit Only ATM card:** A card that may be used at ATMs only for making deposits to your Checking and Savings Accounts.
14. **Debit card:** A card that may be used by authorized individuals at an ATM to access your Checking and Savings Account to make cash withdrawals, deposits, and transfers and to obtain balance information. Debit cards have a Visa logo on the front and may be used by authorized individuals to make purchases from participating merchants.
15. **Rate and Fee Schedule:** The Rate and Fee Schedule means the Fee Schedule (or any future form substituted by us), as amended from time to time. The Rate and Fee Schedule may be obtained at any location or requested by mail.

III. Rules for Business Accounts

1. **Accounts for Different Types of Businesses** – You agree that when you set up a Business Member Account, you have instructed us as to the proper title of each Share or Deposit Account and that we assume no legal responsibility to inform you as to how the creation of one of these Accounts affects your legal and insurable interests. If you have any questions as to the legal effect of any of these Accounts, you will consult with your lawyer and bear the sole responsibility as to the legal effect of the creation of the Account or how we maintained it.
 - a. **Sole Proprietorship Accounts** - A Sole Proprietorship Account is a Business Member Account with only one owner (i.e., a single individual or married spouses) and may be established using either the individual's tax ID or the tax ID of the Business Member.
 - b. **Corporation, Partnership, LLC, or LLP Accounts** - Corporation, Partnership, LLC, or LLP Accounts are opened in the name of and owned by the separate business entity. If the entity has a separate tax ID, the tax ID of the Business Member will be used on the Account.
2. **Account Access**
 - a. **Authorized Signature.** Signatures on the Business Member Application authorize account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. 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.
 - b. **Access Options.** You may withdraw or transfer funds from your account(s) in any manner we permit (i.e., at an automated teller machine, in person, by mail, automatic transfer, CU online or telephone, as applicable). We may return as unpaid any draft drawn on a form we do not provide, and you are responsible for any loss we incur handling such a draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney. A power of attorney will only apply to sole proprietor accounts.

- c. **Withdrawal Restrictions.** We are required to permit a withdrawal, honor any item, complete a POS transfer, or pay any other ATM/debit transaction only if there are sufficient available funds in your Account to cover the full amount of the transaction or there are funds available to cover the transaction as described in the "Overdrafts" section. In our sole discretion, we may honor any item, in which case you agree to pay the Nonsufficient Funds (NSF) fee, per presentment of the items, as set forth in the CCU Business Account Disclosure, regardless of whether we decide to pay or dishonor the item. If there are sufficient available funds to cover some but not all of your withdrawal orders or items, we may allow those withdrawals for which there are sufficient available funds in any order. We may also refuse to allow a withdrawal whenever we are uncertain regarding who is entitled to funds or there is a claim of any nature against you or the Account, for example: (1) When there is a dispute between claimants for the funds in any Business Member's Share or Deposit Account; (2) If a writ of garnishment, writ of attachment, tax levy, or similar document is received; (3) When the Account has been pledged as collateral for a debt to CCU; (4) If any required documentation has not been presented; or (5) If you fail to repay any obligation due to CCU on time.
 - d. **ACH & Wire Transfers.** If we provide the service, you may initiate or receive credits or debits to your account through wire or ACH transfer. You agree that if you receive funds by a wire or ACH transfer, we are not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. We may provisionally credit your account for an ACH transfer before we receive final settlement. We may reverse the provisional credit, or you will refund us the amount if we do not receive final settlement. When you initiate a wire transfer, you authorize us to withdraw the amount requested, plus any applicable fees and charges from your account. Each Wire Transfer requested shall be binding on you and we shall have no liability or other obligation for any authorized Wire Transfer. We have the right to refuse any of your requests for a Wire Transfer. You do not have the right to incur an overdraft in any of your accounts as a result of the Wire Transfer. You must identify the payee or any financial Institution by name and by account number (or IBAN/ABA routing number). We may rely on the account or other identifying number as the proper identification, even if it identifies a different party or institution. We will not guarantee when funds will be made available by the receiving institution. Fund/Wire transfers may be governed under the Uniform Commercial Code (UCC), Article 4A. If a wire transfer is cleared through the Federal Reserve, the transaction will be governed by Regulation J. You understand that Regulation J may amend the provisions and you shall be subject to those Regulations. Additionally, we may delay posting of International ACH Transactions (IAT) due to required fraud screenings. Delays may occur in posting an IAT due to required screenings against the Specially Designated Nationals list (SDN) published by the Office of Foreign Assets Control (OFAC). This action may cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such funds.
 - e. **Credit Union Examination.** We may disregard information on any draft or check, other than the signature of the drawer, the amount and any magnetic encoding. You agree we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.
3. **Exclusive Rights of Business Owner and or Control Person** – We may require that any changes to Accounts be made in a written form acceptable to CCU, which, upon execution, will be controlling. Only all Business Owners acting together, or the Control Person if there are no Business Owners, may do the following, with the proper documentation and indemnification by the Business Member:
- a. Add or remove Business Owners, or Authorized Signers from any of your Accounts;
 - b. Pledge or assign any Account for any authorized loan(s) from CCU (including but not limited to credit extended under credit cards), even if the loan is not made to the Business Member;
 - c. Change the name of the Business Member on our Account records.
4. **Exclusive Rights of the Authorized Signer** – The Authorized Signer will have the authority to act on behalf of the business and to transact on all of your business accounts unless otherwise designated. WE MAY ACCEPT ANY ORDER AND INSTRUCTION REGARDING AN ACCOUNT ON WHICH THE INDIVIDUAL HAS AN AUTHORIZED SIGNER ROLE, AND ANY REQUEST FOR FUTURE SERVICES FROM ANY SUCH AUTHORIZED SIGNERS WITHOUT THE CONSENT OF OR NOTICE TO ANY BUSINESS OWNERS OR OTHER AUTHORIZED SIGNERS. We may require that any changes to Accounts be made in a written form acceptable to CCU, which, upon execution, will be controlling. Only an Authorized Signer may do the following, with the proper documentation and indemnification by the Business Member:
- a. Add or remove Agents, and Non-Authorized Agents from any of your Accounts on which the Authorized Signer has an Authorized Signer role;
 - b. After satisfying all obligations that require continuing membership, close the Business Member Share Savings Account and terminate the Business's membership if the Authorized Signer has an Authorized Signer role on such Account;
 - c. Instruct CCU to change the first source of funds for your Business Checking Account's automatic overdraft protection plan to any Account on which the Authorized Signer has an Authorized Signer role, or to a permissible loan if the Authorized Signer is authorized to withdraw funds from such loan;
 - d. Close any Account on which they have an Authorized Signer role;
 - e. Open any new Account, provided the Authorized Signer has the Authorized Signer role on all of the Business Member's

- existing Accounts;
 - f. Supply endorsements on any items drawn on any Account on which the Authorized Signer has an Authorized Signer role;
 - g. Withdraw available funds from any Account on which the Authorized Signer has an Authorized Signer role, even if the withdrawal causes an overdraft;
 - h. Write checks on any Account on which the Authorized Signer has an Authorized Signer role;
 - i. Access any of the Business Member's Accounts on which the Authorized Signer has an Authorized Signer role, with an ATM or Debit card or other access device for withdrawals by way of point-of-sale (POS) transfers, or other debit transactions, even if such transactions cause an overdraft. An Authorized Signer may have ATM/Debit card or other access only to the specific Accounts on which the Authorized Signer has an Authorized Signer role;
 - j. Access to Online Banking and Mobile Banking Account information provided that the Authorized Signer has the Authorized Signer role on all of the Business Member's Accounts. An Authorized Signer will not have access to Online and Mobile Banking Account information if the Authorized Signer has the Authorized Signer role on less than all of the Business Member's Accounts;
 - k. Provided that the Authorized Signer has the Authorized Signer role on all of the Business Member's Accounts: change the address or phone number, add or remove a DBA, open or close ancillary Account products;
 - l. Maintain Accounts on which the Authorized Signer has the Authorized Signer role. Such maintenance may include placing or cancelling a stop payment, requesting or cancelling debit or ATM cards, ordering checks or changing account type, filing claims or disputes related to the Account.
5. **Rights of Agents** – WE MAY ACCEPT ORDERS AND INSTRUCTIONS REGARDING ACCOUNTS ON WHICH THE INDIVIDUAL HAS AN AGENT ROLE WITHOUT THE CONSENT OF OR NOTICE TO ANY BUSINESS OWNERS OR AUTHORIZED SIGNERS. We may require orders and instructions be made in a written form acceptable to CCU, which, upon execution, will be controlling. An Agent may give the following orders and instructions, with the proper documentation and indemnification by the Business Member:
- a. Remove the Agent's own name from any Account;
 - b. Transfer funds between your Accounts at CCU on which the Agent has an Agent role;
 - c. Review Account transactions through Online Banking, Mobile Banking and Telephone Banking services on any Accounts on which the Agent has an Agent role.
6. **Rights of Non-Authorized Agents** – A Non-Authorized Agent may:
- a. Remove the person's own name from any Account;
 - b. Review Account transactions through Online Banking, Mobile Banking and Telephone Banking services on any Accounts on which the Non-Authorized Agent has a Non-Authorized Agent role.
7. **Business Member and Business Owner Liability** – If any item delivered for credit to a Business Account covered by the Agreements is returned unpaid or an Account is overdrawn for any reason (including system errors or mistakes), the Business Member and all Business Owners are liable (jointly and severally) to CCU for payment on demand of the amount of the returned item or any overdraft not covered by your Business overdraft protection plan and any associated charges, regardless of who created the overdraft, delivered the item for credit, cashed the item, or benefited from the transaction. If the Business Member or any Business Owner is indebted to CCU such that we have a lien against or may offset an account of the Business Member or any Business Owner, you agree that we may enforce our rights against any or all funds in the Accounts regardless of who owes the debt or contributed to the Accounts.
8. **DEPOSIT OF FUNDS REQUIREMENTS** – Funds may be deposited to any account, in any manner approved by CCU in accordance with the requirements set forth on the Rate and Fee Schedule. We reserve the right to reject any items presented that require special handling or processing or that exceed any maximum for deposits or share issuance set by CCU. Funds may be delivered for deposit by electronic funds transfer (EFT) or wire transfer as described in the Business Membership and Business Account Agreements.
- a. **Endorsements.** We may accept transfers, checks, drafts, and other items, in our discretion, for deposit into any of your accounts if they are made payable to, or to the order of, the Business Member or its DBA as reflected on CCU account records, whether or not they are endorsed by an authorized representative of the Business Member. CCU reserves the right (but is not required) to verify all endorsements on checks presented for deposit either in person or by comparison with signature files. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft or item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement as set forth on the back of the check or draft, we may require endorsement as set forth on the item. Endorsements must be made on the back of the share draft or check within 1 inch from the top edge. We may accept deposit drafts and checks with endorsements outside this space or drafts and checks without endorsement, at our option. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.

If any item that is deposited to your account lacks a special endorsement as required by any remote or mobile banking service, you will be liable for any loss associated with the deposit, the deposited item, or any subsequent deposit of the same item and we will debit your Account for the amount of the item plus any fees as disclosed in our CCU Business Account Disclosure.

- b. **Collection of Items.** We act only as your agent, and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. Deposits made by mail or at unstaffed facilities are not our responsibility until we receive them. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account.
 - c. **Final Payment.** All items or Automated Clearing House (ACH) transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items or ACH transfers and impose a return item charge on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or funds transfer. If final payment is not received, we reserve the right to charge any account owned by the Business Member or, for a Sole Proprietorship, any personal account on which the Business Owner is a Primary Member or Joint Account Holder as defined in the agreements governing that account. We may also charge any CCU Business line of credit on which the Business Member is a guarantor, borrower, or co-borrower or, for a Sole Proprietorship, any personal line of credit on which the Business Owner is a guarantor, borrower, or co-borrower for the amount of those funds. In such instances, we may impose a fee on your Account as indicated in our CCU Business Account Disclosure. If you do not have sufficient funds in your Account or your Business or personal line of credit, or if you do not have a Business or personal line of credit, then the item will be submitted to collections.
 - d. **Crediting of Deposits.** Deposits made after the deposit cutoff time and deposits made on either holidays or days that are not our business days will be credited to your account on the next business day.
 - e. **Credit Union Examination.** We may disregard information on any draft or check, other than the signature of the drawer, the amount and any magnetic encoding. You agree we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.
9. **CCU Business Account Disclosure** – The dividend or interest rate, Annual Percentage Yield, methods of compounding, accrual or crediting of the same, and other restrictions on your Accounts are set forth in the CCU Business Account Disclosure and are incorporated herein by this reference. The Business Account Agreements are provided to the Business Member with the signed Business Membership Application form. Any use of an account constitutes your agreement to the terms of the CCU Business Account Disclosure and the Business Account Agreements.
- a. **Fees and Charges.** The Business Member and all Business Owners agree to pay CCU the fees and charges set forth in the CCU Business Account Disclosure and any additional or substitute fees and charges imposed by CCU from time to time under the Business Account Agreements, under any amended CCU Business Account Disclosure, or under any other agreement between you and CCU. We may deduct all fees and charges from any Account, including any Business or personal line of credit, of the Business or any Business Owner, without prior notice. We may change the Fee Schedule in the CCU Business Account Disclosure at any time and will provide notice
The Business Member and all Business Owners are liable for and agree to pay all of CCU's internal and external costs, collection, or other expenses we incur from your failure to follow the Business Account Agreements. All of these costs and expenses, such as collection and recovery costs, attorney fees, and court costs, including fees on any mediation, arbitration, appeal, bankruptcy proceedings, and post judgment collection actions, will be added to your current debt, and interest may be charged on them at the highest rate allowed by law.
 - b. **Other Fees and Charges.** In addition to the preceding fees, the Business Member and all Business Owners jointly and severally agree to indemnify and defend CCU against and hold us harmless from any and all liabilities, losses, damages, or costs, including attorney fees (whether or not suit is brought), court costs, and other costs of litigation we may incur in connection with (1) A garnishment, levy, attachment, or other investigation or claim of any nature by a third party against any of your Accounts, or any interpleader proceeding (interpleader fees could be incurred if we transferred funds to a court to hold until rights of claimants were determined); (2) Any dispute between CCU and any Business Member, Business Owner, or Authorized Signer, beneficiary, or other claimants to funds or regarding any Account transaction; and (3) Any proceeding or dispute concerning a power of attorney presented with respect to your Accounts with CCU, or in any other matter involving CCU and your Account.
 - c. **Transaction Limitations.** We permit withdrawals only if your account has sufficient available funds to cover the full amount of the withdrawal or you have an established overdraft protection plan. Drafts or other transfer or payment orders which are drawn against insufficient funds may be subject to a service charge set forth in the Rate and Fee Schedule. 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.

We may refuse to allow a withdrawal in some situations, and will advise you accordingly; for example: (1) a dispute between account owners (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; (5) you fail to repay a Credit Union loan on time. We may require you to give written notice of seven (7) days to sixty (60) days before any intended withdrawals.

- d. **Transfer Limitations.** For share savings and money market accounts, if applicable, you may make preauthorized, automatic, or telephonic, transfers to another account of yours or to a third party during any calendar month in accordance with Regulation D. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders including orders received through the automated clearing (ACH). You may make unlimited transfers into any of your accounts or to any Credit Union loan account and may make withdrawals in person, by mail, or at an ATM in accordance with Regulation D. However, we may refuse or reverse a transfer that exceeds these limitations and may assess fees against, suspend or close your account. You understand that Regulation D may amend the provisions and you shall be subject to those amendments.
 - e. **Certificate Accounts.** Any time deposit, term share, share certificate, or certificate of deposit account allowed by state law (Certificate Account), whichever we offer, is subject to the terms of this Agreement, the Rate and Fee Schedule and Account Deposit Receipt for each account the terms of which are incorporated herein by reference.
10. **Overdrafts** – An overdraft could occur in your Accounts in several ways, such as when there are not sufficient available funds in your Accounts upon (1) The payment of checks, EFTs, or other withdrawal requests; (2) Payments authorized by you; (3) The return of unpaid items deposited to your Account; (4) The assessment of fees; or; (5) The deposit of items that, according to our Funds Availability Policy, are treated as not yet available or finally paid, also called “uncollected funds.”

To determine whether a transaction may cause your account to become overdrawn, it is important to understand that your account as two kinds of balances: the Available Balance and the Current Balance. The Available Balance is the amount of funds available for withdrawal or use at a specific point in time. The Available Balance includes pending transactions that have been authorized but may not yet have fully processed, or posted, to your account, such as debit card point of sale transactions, ATM transactions, pending deposits, or online transfers. This does not include scheduled bill pay transactions, deposits that are placed on hold, or checks that you have written but have not yet cleared your account.

The Current Balance is determined after all transactions have posted to your account after the end of the business day. We first process all funds coming into your account such as credits and deposits, subject to holds placed on certain transactions as addressed in our Funds Availability Policy disclosure below on page 38. The Current Balance is all funds recorded in your account, including funds that are not yet available for you to use such as pending transactions.

We are not obligated to pay any item presented for payment if the Business Member’s Share or Deposit Accounts do not contain sufficient available funds or the Accounts are not covered by an overdraft protection plan as described below. Overdraft services should not be viewed as an encouragement to overdraw the Business Member’s Share or Deposit Account. As always, we encourage you to manage your finances responsibly.

- a. **Overdraft Liability.** If on any day, the funds in your share account are not sufficient to cover drafts, fees or other items posted to your account, those amounts will be handled in accordance with our overdraft procedures, or an overdraft protection plan you have with us. The CCU’s determination of an insufficient account balance may be made at any time between presentation and the Credit Union’s midnight deadline with only one review of the account required. We do not have to notify you if your account does not have funds to cover drafts, fees or other posted items. Whether the item is paid or returned, your account may be subject to a charge as set forth in the CCU Business Account Disclosure. Fees may be imposed on each presentment of a check, draft item, ATM card withdrawal, debit card withdrawal, debit card point of purchase, preauthorized automatic debit, telephone-initiated withdrawal or any other electronic withdrawal or transfer transaction that is drawn on an insufficient available account balance. Except as otherwise agreed in writing, we, by covering one or any overdraft, do not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time without notice. If we pay a draft or impose a fee that would otherwise overdraw your account, you agree to pay the overdrawn amount immediately. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any midnight deadline limits.
- b. **Overdraft Protection Plan.** If we have approved an overdraft protection plan for your account, we will honor drafts drawn on insufficient funds by transferring funds from another account under this Agreement or a loan account, as you have directed, or as required under CCU’s overdraft protection policy until the funds are no longer available. The fee for overdraft transfers, if any, is set forth on the Rate and Fee Schedule. This Agreement governs all transfers, except those governed by agreements for loan accounts.
- c. **Courtesy Pay.** Unless you have made application for and been approved for an overdraft line of credit, CCU is under no obligation to pay any or all overdraft items on your account. If you do not have an overdraft line of credit, payment of an overdraft item is at the discretion of CCU. Fees may be imposed on each check, draft item, ATM card withdrawal, debit

card withdrawal, debit card point of purchase, preauthorized automatic debit, telephone-initiated withdrawal or electronic withdrawal or transfer transaction that is drawn on an insufficient available account balance. If you wish not to have overdraft items paid under any circumstance you must inform the Credit Union of your choice, except for everyday debit card transactions (see paragraph below). It may be a crime to write a check or authorize payment that will not be paid. The CCU Rate and Fee Schedule states the fee charged for paying overdrafts.

You have the choice to opt in or opt out of our courtesy pay program for your everyday debit card transactions (purchases made with your debit card on a day-to-day basis). **By opting in**, you are asking Capital Credit Union to accept the everyday debit card transactions that occur when there are not enough funds in your account to cover the transaction(s). Transactions will be accepted under the courtesy pay program if you've been approved for this service. We reserve the right to cancel this service at any time. The fee per transaction is set forth in the Rate and Fee Schedule. **By opting out**, you are asking Capital Credit Union to reject the everyday debit card transactions that occur when there are not enough funds in your account to cover the transaction(s). Transactions will be denied at the merchant. The fee per transaction is \$0. For Business member accounts, if you do not opt in or opt out, we will assume you do not want to opt in and you will be automatically opted out of the program for these transactions.

11. Postdated and Stale dated Drafts – We may pay any draft without regard to its date unless you notify us of a postdating. The notice must be given to us in time so that we can notify our employees and reasonably act upon the notice and must accurately describe the draft, including the exact number, date, and amount. You understand that the exact information is necessary for CCU's computer to identify the draft. We are not responsible if you give us an incorrect or incomplete description, or untimely notice. You may make an oral notice which lapses in fourteen (14) calendar days unless confirmed in writing. A written notice is effective for six (6) months and may be renewed in writing from time to time. 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.

12. Stop Payment Orders

- a. **Stop Payment Order Request.** You may request a stop payment order on any draft or ACH drawn on your account. To be binding an order must be dated, signed, and describe the account and draft number or ACH and the exact amount. The stop payment will be effective if the Credit Union receives the order 3 business days or more before the payment is scheduled to be made and you state the number of the account, number of the draft, and its exact amount. You understand that the exact information is necessary for the Credit Union's computer to identify the draft. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the draft. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the draft. If we recredit your account after paying a draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the draft and to assist us in any legal action.
 - b. **Duration of Order.** You may make an oral stop payment order which will lapse within fourteen (14) calendar days unless confirmed in writing within that time. A written stop payment order is effective for six (6) months and may be renewed in writing from time to time. We do not have to notify you when a stop payment order expires.
 - c. **Liability.** Fees for stop payment orders are set forth on the Rate and Fee Schedule. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages or claims related to our refusing payment of an item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.
- 13. CCU 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. 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 you or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential, incidental or punitive damages, except liability for wrongful dishonor. 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 Account Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.
- 14. CCU Lien and Security Interest** –If you owe us money as a borrower, guarantor, endorser or otherwise, we have a statutory lien on the account funds in any account in which you have an ownership interest, regardless of their source, unless prohibited by law. We may apply these funds, without further notice to you, in any order to pay off your indebtedness. We may apply the funds on which we have a lien to pay off any indebtedness of the Business Member (or the Business Owner, if a Sole Proprietorship). You agree that we may offset against or deduct from any Account, including personal joint accounts, any amounts due or to become due to us by any Business Member (or Business Owner, if a Sole Proprietorship, including but not

limited to account fees and loans or other debts, whether matured or not), even if the amount is not owed by all account holders on personal accounts. By not enforcing a lien, we do not waive our right to enforce it later. In addition, you grant the Credit Union a consensual security interest in your accounts, and we may use the funds from your accounts to pay any debt or amount now or hereafter owed the Credit Union, except for obligations secured by your residence and credit card accounts, unless prohibited by applicable law. All accounts are non-assignable and nontransferable to third parties.

15. Legal Process – If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

16. Obtaining and Providing Information about Accounts, Business Owners, and Authorized Signers. You authorize us to check Business and personal account records, credit, and employment history and to obtain a credit report from third parties, including credit reporting agencies, relating to any Business Owner, Authorized Signer, or other person authorized to transact on the Account in order to verify eligibility for the Accounts and services you request from time to time. Upon your request, we will inform you of the name and address of each credit reporting agency from which CCU obtains a credit report in connection with the Business Member's Account. Please refer to our Privacy Notice for additional information regarding obtaining and providing information about you and your Accounts. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure complies with the law or a government agency or court order; or (4) for exam and audit purposes or (5) you give us written permission.

17. Notices

- a. **Name or Address Changes.** You are responsible for notifying us of any address or name change for Business Member, Business Owners, or any Authorized Signers. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We may accept oral notices of a change in address and may require any other notice from you be provided in writing or through online channels. If we attempt to locate you, we may impose a service fee as set forth on the Rate and Fee Schedule.
- b. **Notice of Amendments.** Except as prohibited by applicable law, we may change the terms of this Agreement. We will notify you of any changes in terms, rates, or fees as required by law. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to future enforcement.
- c. **Effect of Notice.** Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Notice to any account owner is considered notice to all account owners.
- d. **General.** Notices and other documents made available to the Business Member are binding on the Business Member and all Business Owners even though not received by all Business Owners. The Business Member, each Business Owner, and each Authorized Signer specifically agree to keep all other Business Owners and Authorized Signers informed of such notices, account statements, and other documents. You agree that oral instructions provided by an authorized individual are binding on you if relied on by us and agree to defend CCU against and hold us harmless from any liability arising as a result of such instructions. You agree that our records of all transactions will govern in case of any dispute.

18. Taxpayer Identification Numbers and Backup Withholding. Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may suspend opening your account, or, if applicable, you may request a non-dividend or non-interest-bearing account until a TIN is provided.

19. Statements.

- a. **Contents.** If we provide a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for Business member accounts. For share draft or checking accounts, you understand and agree that your original draft, when paid, becomes property of CCU and may not be returned to you, but copies may be retained by us or payable through financial institutions and made available upon your request. You understand and agree that statements are made available to you on the date they are mailed or available online (see eStatements section) to you. You also understand and agree that drafts or copies thereof are made available to you on the date the statement is mailed to you, even if the drafts do not accompany the statement.
- b. **Examination.** You are responsible for examining each statement and reporting any irregularities to us. All Business Owners and Authorized Signers agree to stay informed about the Business Member's Account and to obtain all desired information from the statement recipient. We will not be responsible for any forged, altered, unauthorized or unsigned items drawn on your account if: (1) you fail to notify us within thirty-three (33) days of the mailing date of the earliest statement regarding any forgery, alteration or unauthorized signature on any item described in the statement; (2) any items are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a

facsimile signature machine.

- c. **Notice to Credit Union.** You agree that the Credit Union's retention of drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes, and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement, you agree to notify us within fourteen (14) days of the time you regularly receive a statement.
20. **Inactive Accounts** – If your account falls below any applicable minimum balance and you have not made any transactions over a period specified in the Rate and Fee Schedule which we have been unable to contact you by regular mail, we may classify your account as inactive or dormant. Unless prohibited by applicable law, we may charge a service fee set forth on the Rate and Fee Schedule for processing your inactive account. If we impose a fee, we will notify you, as required by law, at your last known address or through email. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.
21. **Special Account Instructions** – You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. Account changes requested by the Business members, Business Owners, or any Authorized Signers, such as adding or closing an account or service, must be evidenced by a signed Account Change form and accepted by us.
22. **Termination or Suspension of Account** – We may terminate or suspend your account at any time without notice to you or may require you to close your account and apply for a new account if: (1) there is a change in Business Member; (2) there has been or believed to be a forgery or fraud reported or committed involving your account (to include but not limited to online channels); (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any share drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; (7) we reasonably deem it necessary to prevent a loss to us; (8) your account has been engaged in a restricted industry identified by CCU such as unlawful Internet gambling or any other illegal activity; (9) The Business Member (or Business Owner if a Sole Proprietorship) causes a loss to CCU. You may terminate a single party account by giving written notice. We reserve the right to require the consent of all owners to terminate a multiple party account. We are not responsible for payment of any draft, withdrawal, or other item after your account is terminated, however, if we pay an item after termination, you agree to reimburse us. Suspensions may take the form of a temporary or permanent “hold” or “freeze” on the Business Member's Share or Deposit Accounts at our discretion. We are not responsible for payment of any check, withdrawal, POS transfer, ATM/Debit card transaction, ACH transaction, Online or Mobile Banking transaction, or other item once the Business Member's Account is terminated. If we terminate the Business Member's Account, we will mail to the Business Member all funds in the Share and Deposit Accounts, less any obligations owed to CCU by the Business Member (or any Business Owner if a Sole Proprietorship). You agree to use the Business Member's Account only in compliance with applicable law and agree that we may restrict or cancel services or terminate the Account if we believe you are not doing so.
23. **Termination of Membership** – An authorized individual on behalf of the Business Member may terminate the Business Member's membership with CCU after giving written notice to withdraw from membership. We are not liable for payment on any check, withdrawal, or other item once the Business Member's membership is terminated. You may be denied services or expelled for any reason allowed by applicable law, including causing a loss to the Credit Union.
24. **Death of a Business Owner or Dissolution of a Business Member** – Upon the death of the Business Owner if a Sole Proprietorship, or dissolution of the Business Member, funds in the Business Member's Share and Deposit Accounts will be payable in accordance with applicable law. We may require the survivor or other claimant to produce certain documents before releasing funds. We may continue to honor all transfers, withdrawals, deposits, deliveries of funds to or from the Business Member's Account, and any other transactions on the Account until we learn of the death or dissolution. Once we learn of a death or dissolution, we may pay checks or honor other payments or transfer orders authorized by the decedent or Business Member for a period of 10 days unless we receive instructions from an authorized person to stop payment on the checks or other items. You agree that we can require anyone who claims funds in the Account after the Business Owner's death or dissolution of the Business Member to indemnify CCU for any losses resulting from honoring that claim.
25. **Indemnity** – If you ask us to follow instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require a bond or other protection. An example of the kind of protection asked for is a guarantee from an authorized individual to defend CCU against and hold us

harmless from any claims and pay all attorney fees and costs associated with the defense. The Business Member and all Business Owners agree to indemnify CCU against and hold us harmless from all costs, including attorney fees, damages, and claims, related to CCU's actions if CCU is unable to post funds to an Account under certain circumstances, including but not limited to the following: (1) CCU closes the Account; (2) You or any payee or endorsee raises a claim regarding the Account; or; (3) CCU fails to cancel or process an item as a result of incorrect information provided by you.

26. **Waiver** – Any waiver of any term or condition stated in the Business Account Agreements must be in writing and signed by an officer of CCU and will not be considered a waiver of any future or other obligation or right.
27. **Severability** – If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.
28. **Enforcement** – the Business Member and each Business Owner are liable to us for any loss, cost or expense we incur resulting from the Business Member's failure to follow this Agreement. You authorize us to deduct any such loss, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.
29. **Governing Law** – This Agreement is governed by the Credit Union's Bylaws, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state in which the Credit Union's main office is located, and local clearinghouse rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located.
30. **Class Action Waiver** – No member or accountholder may 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 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.
31. **BINDING ARBITRATION OF CLAIMS AND DISPUTES**

RESOLUTION OF DISPUTES BY ARBITRATION: THIS SECTION 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 provision 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 arbitration provision.

No Class Action or Joinder of Parties.

YOU ACKNOWLEDGE THAT YOU AND WE AGREE THAT NO CLASS ACTION, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY, MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED. Unless 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.

Right to Reject this arbitration provision.

You have the right to opt out of this agreement to arbitrate if you tell us within 30 days of the date a notice of this arbitration provision being added to the Business Account Agreements was placed in the mail or email to the address you provided, if applicable, or within 30 days of first being sent or offered any copy of our Business Account Agreements with this arbitration provision in it, whichever is sooner. To opt out, send us notice via U.S. Mail that you reject this arbitration provision, including your name as listed on your account and your account number to the following address: Capital Credit Union, Attn: Legal Department, 204 W Thayer Ave, Bismarck, ND 58501. 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 (“AAA”) or JAMS. For AAA, the arbitration will be conducted in accordance with the AAA Consumer Due Process Protocol in concert with the AAA Consumer Arbitration Rules. For JAMS, the arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules & Procedures. If there is a conflict between a particular provision of the AAA or JAMS Rules and this arbitration provision and/or this agreement, this arbitration provision and this agreement will control. If JAMS or the AAA is unable or unwilling 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 neutral arbitrator selected by the parties or the court shall apply the Federal Rules of Evidence and the Federal Rules of Procedure concerning discovery, except that the above class action waiver is specifically enforceable notwithstanding any Federal Rule of Procedure to the contrary.

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.

Severability, Survival.

This arbitration provision 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 arbitration provision is deemed invalid or unenforceable, the remainder of this arbitration provision shall remain in force. No portion of this arbitration provision may be amended, severed, or waived absent a written agreement between You and Us.

32. Funds Availability Policy Disclosure – The Funds Availability Policy Disclosure describes your ability to withdraw funds at CCU.

- a. **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 deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except federal holidays. If you make a deposit before close of business 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 close of business or on a day we are not open, we will consider that the deposit was made on the next business day we are open. The General Policy does not apply to a deposit made through Mobile Deposit, for funds availability relating to Mobile Deposit please see the Mobile Deposit section under the Electronic Funds Transfer Services Agreement and Disclosure.
- b. **Longer Delays May Apply.** 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. The first \$500.00 of your deposit, however, may be available the day of 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 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 deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You deposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of 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.

Funds from electronic direct deposits, deposits of cash, and wire transfers to your account will be available on the day we receive the deposit. Funds from 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 on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the fifteenth business day after the day of your deposit.

- c. **Holds on Other Funds** – If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.
- d. **Special Rules for New Business Accounts** – If you are a new member the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits, deposits of cash, and wire transfers to your account will be available on the day we receive the deposit. Funds from 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 on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the fifteenth business day after the day of your deposit.

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

IV. Electronic Funds Transfer Services Agreement and Disclosure

This Electronic Funds Transfer Services Agreement and Disclosure ("Agreement") is the contract which covers your and our rights and responsibilities concerning the electronic funds transfer ("EFT") services offered to you by Capital Credit Union ("CCU" or "Credit Union"). In this Agreement, the words **you** and **yours** mean those who sign the application or account card as applicants, Business Owners, or any authorized users. The words **we, us, our, CCU, and Credit Union** mean Capital Credit Union. The word **account** means any one or more savings and checking accounts you have with the Credit Union. Electronic funds transfers are electronically initiated transfers of money from your account through the electronic funds transfer services described below. By signing an application or account card for EFT services, signing your Card, or using any service, each of you, jointly and severally, agrees to the terms and conditions in this Agreement and any amendments for the EFT services offered. Employees and/or agents of Capital Credit Union will never ask for or accept member PIN information. The following outlines the Business Member's and CCU's rights and responsibilities when an authorized individual uses EFT services offered or accepted by CCU for the transactions listed.

1. **CU ONLINE** (Online Internet Access) – If we approve the CU Online account access for your accounts, you will be required to set up a username and password. You must use your password along with a username to access your accounts.

CU Online is generally available 24 hours a day, 7 days a week. The system may be temporarily unavailable from time to time for maintenance, due to high Internet traffic volume, or for other reasons beyond our control. If this happens, please try your transaction again later. We are not responsible for any delays you have in accessing or using CU Online. There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day as long as the transaction limitation of the membership account agreement is followed. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. CCU may set other limits on the amount of any transaction for which you do not have sufficient available verified funds. Access to your accounts by CU Online will discontinue upon a limited number of failed attempts to enter the correct password. If this occurs, contact the Credit Union.

Use of the CU Online account is subject to the stated regulations covering the rights and liabilities of the user. If privileges are abused as determined by CCU, the Credit Union has the right to discontinue use for an account at any time.

2. **Mobile Banking** (Mobile App) – The Capital Credit Union Mobile App is designed to provide authorized users with the ability to access Business Member Accounts using compatible mobile phones and other compatible wireless devices ("Mobile Device") and will provide the ability to perform the following services: (1) Transfer funds; (2) Make loan or credit card payments; (3) Review account balance and transaction history; (4) Communicate with the Credit Union using secure messaging; (5) Other services may be available or may be added in the future.

We reserve the right to modify the scope of the services at any time. All services may not be available to all users. Some of the services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. Our Mobile App is offered as a convenience and supplemental service to our CU Online banking services. Our Mobile App is not intended to replace access to CU Online Banking from your computer or other methods you use to manage your accounts.

To utilize the Mobile Banking Service via our Mobile App, your mobile device must be internet enabled/connected to the internet, and you must download the application to your mobile device. We reserve the right to limit the types and number of accounts eligible for mobile banking. You agree and understand that our Mobile App may not be accessible or may have limited utility over some mobile telephone networks, while roaming or otherwise. In addition, the Mobile App may not be supported on all Devices, operating systems, or versions. You are responsible for any data charges from your mobile carrier.

When you use our Mobile App to access your account(s) you agree that you are authorized to access the financial information on the account(s) via our Mobile App. You represent and agree that all information you provide to us in connection with our Mobile App is accurate, current and complete, and that you have the right to provide the information. You agree not to misrepresent your identity or your account information. You represent that you are an authorized user of the Mobile Device you will use to access our Mobile App.

3. **eStatements** – If you elect to receive eStatements you authorize CCU to discontinue sending your statements and any other Credit Union communications via postal mail services and you authorize us to send such statements and communications electronically. You can access Business Member statements and other communications on CU Online. You understand that you are responsible for alerting CCU of any changes in your email address. CCU may discontinue your eStatements at any time in the event it determines your email address is incorrect or email is returned as undeliverable, which may subject you to fees as set forth in the Rate and Fee Schedule.

Your consent to receive eStatements applies to all of your accounts, unless you contact CCU and indicate otherwise. If you wish to discontinue eStatements at any time, please contact CCU. If you discontinue eStatements, you may be subject to fees as set forth in the Rate and Fee Schedule or you may become ineligible for certain electronically based accounts, such as the Edge account. We will charge a fee as set forth in the Rate and Fee Schedule if you request a one-time paper statement and you are

enrolled in eStatements.

4. **EFT Services** – If approved, you may conduct any one or more of the EFT services offered by the Credit Union.

- a. **ATM.** An authorized user may use a Business Member's ATM card and PIN (Personal Identification Number) in automated teller machines of CCU, CO-OP Network, and such other machines or facilities as CCU may designate. At the present time, an authorized user may use an ATM Card to:
- Make deposits to the Business Member's savings and checking accounts, if applicable.
 - Withdraw funds from the Business Member's savings and checking accounts.
 - Transfer funds from the Business Member's savings and checking accounts.
 - Obtain balance information for the Business Member's savings and checking accounts.
 - Make loan payments from the Business Member's savings and checking accounts.
 - Access the Business Member's Transfer Line of Credit or other line of credit account.
 - Some of the listed services may not be available at all terminals or for all Business Members.

The following limitations on the frequency and amount of ATM transactions may apply:

- An authorized user may transfer up to the available balance in the Business Member's accounts at the time of the transfer. An authorized user may not transfer more than the available balance.
- There are daily withdrawal limits. Authorized users will be notified of these limits by CCU before receiving an access card. CCU reserves the right to change these limits at any time.
- See the section called "Transfer Limitations" for transfer limitations that may apply to these transactions.

Because of the servicing schedule and processing time required in ATM operations, there may be a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal. You should review the Credit Union's Funds Availability Policy to determine the availability of funds deposited at ATMs.

- b. **Debit Card.** Authorized users may use your debit card to purchase goods and services any place your debit card is honored by participating merchants. Business Members and authorized users agree that you will not use your debit card for any transaction that is illegal under applicable federal, state or local law. Funds to cover your debit card purchases will be deducted Business Member's checking account. If the balance in the Business Member account is not sufficient to pay the transaction amount, CCU will pay the amount and treat the transaction as a request to transfer funds from the Business Member's other deposit accounts, approved overdraft protection accounts or loan accounts that the Business Member has established with the Credit Union. If an authorized user initiates a transaction that overdraws the Business Member account, the Business Member and each Business Owner agree to make immediate payment of any overdrafts together with any service charges to CCU. In the event of repeated overdrafts, CCU may terminate all services under this Agreement. Authorized users may use a Business Member debit card and PIN (Personal Identification Number) in automated teller machines of the Credit Union, CO-OP Network, and such other machines or facilities as the Credit Union may designate. At the present time, you may also use your debit card to:

- Make deposits to the Business Member's savings, checking and credit accounts.
- Withdraw funds from the Business Member's savings and accounts.
- Transfer funds from the Business Member's savings, checking and credit accounts.
- Obtain balance information for the Business Member's savings, checking and credit accounts.
- Make loan payments from the Business Member's savings, checking and credit accounts.
- Access the Business Member's Transfer Line of Credit or other line of credit account.
- Make POS (Point-of-Sale) transactions with your debit card and PIN (Personal Identification Number) to purchase goods or services at merchants that accept Visa.
- Order goods or services by mail or telephone from places that accept Visa.
- Pay bills directly by telephone from the Business Member's checking or savings account in the amounts and on the days you request.

The following limitations on the frequency and amount of debit card transactions may apply:

- There may be a limit on the number of debit card purchases you make per day.
- Authorized users may transfer up to the available balance in the Business Member's accounts at the time of the transfer. Authorized users may not transfer more than the available balance.
- See the Section called "Transfer Limitations" for transfer limitations that may apply to these transactions.
- There are daily withdrawal and purchase limits. You will be notified of these limits by the CCU before you receive your access card.

- c. **Preauthorized EFTs.** Preauthorized Debits. Upon instruction, we will pay certain recurring transactions from the Business Member's savings and checking account. See the Section called "Transfer Limitations" for transfer limitations that may apply to these transactions.
- d. **Electronic Check Conversion.** Authorized users may authorize a merchant or other payee to make a one-time electronic payment from the Business Member's checking account using information from your check to pay for purchases or pay

bills.

5. **Transfer Limitations** – For savings and money market accounts, there may be a restriction on the number of preauthorized, automatic, or telephone transfers and withdrawals may be made from these accounts to another account of yours or to a third party in any month. If you exceed these limitations, your account may be subject to a fee or be closed.

6. **Conditions of EFT Services** –

- a. **Ownership of Cards.** Any card or other device which we supply to Business members or their authorized users is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The Card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer a card or account to another person or another Business Member.
- b. **Honoring the Card.** Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.
- c. **Security of Username, Password, and Access Code.** Authorized users will be required to set up a username, password, and access code (“security information”) in order to access the electronic funds transfer services. The security information is confidential and must not be shared with any third party. Authorized users are responsible for safekeeping the security information. Authorized users agree not to disclose or otherwise make the security information available to anyone not authorized to sign on your accounts. Business Members understand that party with access to the security information may withdraw or transfer funds from any of your accounts. If authorized users fail to maintain the security of the security information and CCU suffers a loss, we may terminate your EFT services immediately. If a Business Member or Business Owner believes the security information has been lost or stolen or that someone may attempt to access your accounts or has transferred money without your consent, you must promptly notify us.
- d. **Authorized Users.** All authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any savings, checking or loan accounts as provided in this Agreement. Each authorized user, without your consent or the consent of any other authorized user, may, and hereby is authorized by every other authorized user or Business Member to, make any transaction permitted under this Agreement. Each authorized user is authorized to act on your behalf, and CCU may accept orders and instructions regarding any EFT transaction on any account from any authorized user.
- e. **Technical Difficulties.** When using any EFT service, you may experience technical or other difficulties. We will attempt to post alerts on our website or send you a message to notify it of these interruptions. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur.
- f. **Hardware and Software.** You accept full responsibility for making sure they understand how to access and use the EFT services and the software that enables you to access and use the EFT services. We will not be liable to you for any losses, costs or damages caused by your failure to properly access or use our EFT services. In order to use certain EFT services, you must obtain and maintain, at your expense, compatible hardware and software as specified by CCU from time to time. CCU is not responsible for any third-party software you may need to use the Services.
- g. **Security.** Notwithstanding our efforts to ensure that EFT services are secure, you acknowledge that the Internet is inherently insecure and that data transfers can potentially be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the EFT services or email transmitted to and from us, will not be monitored or read by others. You are responsible for making sure your equipment is protected from and free of viruses, worms, Trojan horses, malware or other harmful components which could result in damage to programs, files, phones, or could result in interception of information by a third party. We are not responsible for or liable for any indirect, incidental, special, or consequential damages that may result from harmful hardware or software components on equipment or liable if sensitive information intercepted by a third party.
- h. **User Conduct.** You agree not to use our EFT services or the content or information delivered through our EFT services in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of our EFT services to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, unlawfully threatening or unlawfully harassing; (g) interfere with or disrupt computer networks connected to the Services; (h) interfere with or disrupt the use of our EFT services by any other user; or (i) use our EFT services in such a manner as to gain unauthorized entry or access to the computer systems of others.

7. **Fees and Charges** – There are certain charges for electronic funds transfer services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law. When you use an ATM not owned by us, you may be

charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

- a. **ATM Fees. Debit Card Fees.** Our debit card has no monthly fee associated with it. There is no charge for point-of-sale transactions. For foreign transactions: Purchases and cash advances made in foreign currencies will be billed to you in U.S. dollars. The conversion rate to dollars will be made in accordance with the operating regulations for international transactions established by VISA U.S.A. Inc. from time to time. A fee of 2% of the transaction amount posted to your account will be imposed on all foreign transactions made in a foreign currency, including purchases, cash withdrawals or cash advances. A fee will be imposed as specified in the Rate and Fee Schedule. A foreign transaction is any transaction that you complete or a merchant completes on your card and the cardholder's country is different than the merchant country excluding Puerto Rico, or the US Virgin Islands. This foreign fee will be posted as a separate transaction on your statement. ATM Fees.
 - b. **Preauthorized EFT Fees.** A non-sufficient funds fee may be charged. Fees that may apply to your account are specified in the Rate and Fee Schedule.
8. **Member Liability** – The Business Member and Business Owners are jointly responsible for all transactions authorized using EFT services under this Agreement. If you permit other persons, such as authorized user or any third-party, to use any EFT service, ATM Card, debit card, your access code, or your username and password, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us AT ONCE if you believe any Card, access code, or username or password have been lost or stolen or if you believe an electronic fund transfer has been made without your permission. Contacting us via telephone is the best way to minimize losses. You could lose all the money in your account (plus your maximum overdraft Line of Credit). If a transaction was made with a Card or a Card number, without your permission, and was a VISA transaction, you will have no liability for the transaction, unless you were grossly negligent in the handling of your Account or Card.
9. **Contact In The Event of Unauthorized Transfer** – If you believe your Card, access code, username or password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us immediately at (701) 255-0042, fax (701) 222-3996 or write to: Capital Credit Union, PO Box 2096, Bismarck, ND 58502.
10. **Documentation** –
- a. **Periodic Statements.** We will provide you with a monthly account statement for each month your account has activity. If your account does not have activity in a month, you will not receive a statement for that particular month. At a minimum we will provide you with a quarterly statement regardless of account activity.
 - b. **Terminal Transfers.** You can get a receipt at the time you make any transfer to or from your account using one of our ATMs or point-of-sale terminals.
11. **Confidentiality** – We will disclose information to third parties about your account or the transfers you make: (1) Where it is necessary for completing transfers; (2) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; (3) In order to comply with government agency or court orders; (4) For exam and audit purposes; or (5) If you give us your written permission.
12. **Business Days** – For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.
13. **Financial Institutions Liability** – If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement, we may be liable for your losses or damages. However, there are some exceptions to our liability. Examples of the exceptions include:
- If, through no fault of ours, you do not have enough money in your accounts to complete the transfer.
 - If any funds in your accounts necessary to complete the transaction are held as uncollected funds or pursuant to our Funds Availability Policy.
 - If you used your Card or access code in a manner prohibited by this agreement.
 - If the transfer exceeds the credit limit on your overdraft line.
 - If the ATM where you are making the transfer does not have enough cash.
 - If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
 - If circumstances beyond our control (such as fire, flood, or power failure, or any other act of God) prevent the transfer, despite reasonable precautions that we have taken.
 - If the money in your account is subject to legal process or other claim.
 - If funds in your account are pledged as collateral or frozen because of a delinquent loan or account.
 - If the error was caused by a system of any participating ATM network.
 - If the electronic transfer is not completed as a result of your willful or negligent use of your Card, access code, or any EFT facility for making such transfers.
 - If the telephone or computer equipment you use to conduct electronic, PC, or mobile transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
 - If you give your username or password to a third party and fraud is committed on your account.

- Any other exceptions as established by the Credit Union.

14. Preauthorized Payments –

- Right to Stop Payment and Procedures for Doing So.** If you authorized us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call us at (701) 255-0042, or write us at Capital Credit Union, PO Box 2096, Bismarck, ND 58502, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to submit written authorization within 14 days of your call. Please refer to the Rate and Fee Schedule for the amount you will be charged for each stop payment item.
- Notice of Varying Amount.** If these regular payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

15. Notices – All notices from us will be effective when we mail or deliver them to your last known address in CCU's records. Notices from you will be effective when received by CCU at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which service is completed. We will mail notice to you at least twenty-one (21) days before the effective date of any change in the service of notices. Use of this service is subject to existing regulations governing the CCU Business Member account and any future changes to those regulations.

16. ATM Safety Precautions – The following information is a list of safety precautions regarding the use of Automated Teller Machines (ATM) and Night Deposit Facilities.

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your Card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number or code on your ATM Card.
- Report all crimes to law enforcement officials immediately.

17. Statement or Receipt Errors or Disputes – (Transactions Only) – In case of errors or disputes regarding your electronic transfers please call us at (701) 255-0042 or write us at Capital Credit Union, PO Box 2096, Bismarck, ND 58502 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem appears. Call us at (701) 255-0042, fax (701) 222-3996 or write to: Capital Credit Union, PO Box 2096, Bismarck, ND 58502. If you correspond with us via fax or via mail please provide the following information:

- Tell us your business name and account number (if any).
- Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.
- Provide contact information for the Credit Union to contact you with follow-up questions.

If you contact us via telephone or in person, we may require that you send us your complaint or question in writing within ten (10) business days of our request for a written request. If we require your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account for any error or dispute.

We will determine whether an error occurred within 10 business days after you contact us. If we determine an error has occurred, we will make the necessary correction promptly. Depending on the nature of the error we may require up to 45 days to investigate your complaint or question. If we decide to investigate your complaint or question, we will credit your account within 10 business days after you contact us so that you will have the use of the money in question during the up to 45 days it takes us to complete our investigation.

New Accounts, Point-of-sale, Foreign-Initiated Transactions- For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question after you contact us. For new accounts, if we decide to investigate your complaint or question, we may require up to 20 business days to credit your account. We will contact you with the results of our investigation within three business days of completing the investigation. If after our investigation we determine there was a lack of an error on your statement, we will send you a written explanation of our

determination. You may make a written request for copies of the documents that we used in our investigation.

18. **Note** – If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within 5 business days unless we determine that the circumstances of your account history warrant a delay, in which case you will receive credit within 10 business days.
19. **Termination of EFT Services** – You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your Card, and any access code, and any other EFT services. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our system not to accept your Card, access code, or username and password for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any EFTs made prior to termination.
20. **Governing Law** – This Agreement, and all Business Account Agreements, are governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of North Dakota and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.
21. **Enforcement** – In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. If there is a lawsuit, you agree that it may be filed and heard in the county and state in which the Credit Union is located, if allowed by applicable law.
22. **Severability** – If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

V. VISA Credit Card Agreement

In this Agreement the words **you** and **your** mean each and all of those who apply for the card, those who sign this Agreement, Business Owners, or any authorized user. **Card** means the Visa Credit Card and any duplicates and renewals we issue. Everyone who received, signs or uses a card issued under this Agreement must be an authorized signor for the Business Member which must be a member of CCU. **Account** means your Visa Credit Card Line of Credit account with us. **We, us, ours, CCU, and Credit Union** means Capital Credit Union. **Agreement** means the following terms and the Account Opening Disclosures.

1. **Responsibility** – If the Credit Union issues you a card, you agree to repay all debts and INTEREST CHARGES AND FEES arising from the use of the card and the card account. For example, you and all Business Owners are responsible for charges made by authorized signors and anyone else listed on the card. You are also responsible for charges made by anyone else to whom you give the card, and this responsibility continues until the card is recovered. You cannot disclaim responsibility by notifying us, but we will close the account for new transactions if you so request and return all cards. Your obligation to pay the account balance continues even though an agreement, divorce decree, or other court judgment to which we are not a party may direct you or one of the other persons responsible to pay the account. Any person using the card is jointly responsible with you for charges he or she makes, but if that person signs the card, he or she becomes party to this Agreement and is also jointly responsible for all charges on the account, including yours.
2. **Variable Rates** – The Annual Percentage Rate (APR) that applies to your account will vary with changes to the Prime Rate, which means your APR can increase or decrease as a result of the changes in the Prime Rate. If the APR increases, you will have to pay a higher periodic finance charge and may have to make a higher minimum payment. On the last day of each month, CCU determines the Prime Rate as published in the Wall Street Journal. We then add a margin to the Prime Rate to get the APR for the following month. If the Wall Street Journal stops publishing the Prime Rate, we will select a similar reference rate and inform you on your billing statement or through a separate notice. The margins for purchase, balance transfers and cash advances for Visa with Rewards Credit Card and Visa without Rewards Credit Card are disclosed in the brochure and the truth in lending disclosure, which are incorporated herein by reference.
3. **Requirements** – All authorized signors must be 18 years of age.
4. **Credit Line** – If we approve your application, we will establish a self-replenishing Line of Credit for you and notify you of its amount when we issue the card. You agree not to let the account balance exceed the approved Credit Line. Each payment you make on the account will restore your Credit Line by the amount of the payment applied to principal. You may request an increase in your Credit Line only by written application to us with all required parties' signatures, which must be approved by our credit manager or loan officer. By giving you written notice, our credit manager may reduce or increase your Credit Line from time to time, or with good cause, revoke your card and terminate this Agreement. Good cause includes your failure to comply with this Agreement, or our adverse re-evaluation of your creditworthiness. You may also terminate this Agreement at

any time, but termination by either of us does not affect your obligation to pay the account balance. The cards remain our property and you must recover and surrender to us all cards upon our request and upon termination of this Agreement.

5. **Using The Card** – To make a purchase or cash advance, there are two alternative procedures to be followed. One is for you to present the card to participating VISA plan merchant, to us or to another financial institution. This will usually require a signature for the sales or cash advance draft. The other is to complete the transaction by using your Personal Identification Number (PIN) in conjunction with the card in an Automated Teller Machine or other type of electronic terminal that provides access to the VISA system. Your monthly statement will identify the merchant, electronic terminal or financial institution at which transactions were made; however, sales, cash advance, credit or other slips cannot be returned with the statement. You will retain the copy of such slips furnished at the time of the transaction in order to verify your monthly statement. The Credit Union may make a reasonable charge for photocopies of slips you request.
6. **Not Annual Fee** – CCU does not charge an annual fee for your card.
7. **Monthly Payment** – CCU will provide monthly statements either by mail, or electronically if you have selected eStatements. Your monthly statement will show the following: previous balances of purchases, cash advances, and/ or balance transfers, the current transactions on your account, the remaining credit available under your Credit Line, the New Balance, the INTEREST CHARGE due to date, and the Minimum Payment required. Every month you must pay at least the Minimum Payment within 25 days of your statement closing date. If your Minimum Payment has not reached us within 15 days after the due date on your statement, we will assess a late payment fee as disclosed in the Account Opening Disclosures. By a separate agreement you may authorize us to charge the Minimum Payment automatically from your share or share draft account with us. You may pay more frequently, pay more than the Minimum Payment, or pay the Total New Balance in full, and you will reduce the INTEREST CHARGE by doing so. The Minimum Payment is disclosed in the Account Opening Disclosures. In addition, at any time your Total New Balance exceeds your Credit Line you will be required to pay the Minimum payment due on the account plus the amount in excess of your approved credit line. Minimum payments are applied first to unpaid interest charges and fees, then to billed balances with the highest rate of interest to the following lower rate of interest until the payment is exhausted. Amounts in excess of the minimum payment will be applied first to unpaid interest charges and fees, then to billed balances with the highest rate of interest to the following lower rate of interest, then to the unbilled balances bearing the highest rate of interest to the following lower rate of interest until the payment is exhausted. The Credit Union may allocate the entire amount paid in excess of the minimum payment to a balance on which interest is deferred during the last two billing cycles immediately preceding the expiration of the period during which interest is deferred.
8. **Interest Charges** – Capital Credit Union offers members a VISA card with options as disclosed in the Account Opening Disclosures. Your account will be subject to an INTEREST CHARGE, as disclosed in the Account Opening Disclosures, on the average daily unpaid principal balance of the account. To get the daily balance, we add new cash advances, balance transfers, new purchases and other charges posted to your account that day (i.e., credit insurance, annual fees if applicable) and subtract any payments or credits. The unpaid principal balance is the principal portion of your previous Balance, reduced by payments you made and credit we apply, and increased by cash advances and purchases you make during the statement period. Cash advances and balance transfers bear interest from the date of posting to your account until the date payment is received in full. Purchases are subject to interest from the date of posting to your account. However, you can avoid INTEREST CHARGE on purchases made during the statement period by paying the full amount of the New Balance of purchases within 25 days of the statement date.
9. **Returns and Adjustments** – Merchants and others who honor the card may give credit for returns or adjustments. Credit returns will not be applied to your current amount due for the month. If your credits and payments exceed what you owe us, we will hold and apply this credit balance against future purchases and cash advances, or if it is \$1 or more, refund it on your written request or automatically after 6 months.
10. **Security Interest** – To secure your account, you grant CCU a purchase money security interest under the Uniform Commercial Code in any goods you purchase through the account. If you default, we will have the right to recover any of these goods which have not been fully paid for through our application of your payments in the manner described in the Monthly Payment paragraph. Collateral securing other loans you have with us may also secure what you owe under this Agreement. By signing the Application, you pledge to us and grant us a security interest in all individual and joint accounts you have with us now and in the future to secure your Credit Card account. You authorize us to apply the balance in these account(s) to pay any amounts due under the Agreement if you should default.
11. **Foreign Transaction** – Purchases and cash advances made in foreign currencies will be billed to you in U.S. dollars. The conversion rate to dollars will be made in accordance with the operating regulations for international transactions established by VISA U.S.A. Inc. from time to time. A fee will be imposed as specified in the fee schedule. A foreign transaction is any transaction that you complete, or a merchant completes, on your card and the cardholder's country is different than the merchant country excluding Puerto Rico, or the US Virgin Islands. This foreign fee will be posted as a separate transaction on your statement.
12. **Default** – You will be in default if you fail to make your required Minimum Payment on time. The Credit Union has the right to

demand immediate payment of your full account balance, including interest and fees, if you default, subject to our giving you any notice required by law. To the extent permitted by law, you will also be required to pay our collection expenses, including court costs and reasonable attorney's fees.

13. **Credit Information** – You authorize us to investigate your, or any authorized signor's, credit standing when opening, renewing or when we are reviewing your account, and you authorize us to disclose information regarding your account to credit bureaus and other creditors who inquire of us about your credit standing, to the extent authorized in our by-laws.
14. **Liability for Unauthorized Use** – If you notice the loss or theft of your credit card or a possible unauthorized use of your card, you should write to us immediately at: P.O. Box 2096, Bismarck, ND 58502, or call us at 701-255-0042. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us.
15. **Effect of Agreement** – This Agreement is the contract which applies to all transactions on your account even though the sales, cash advances, or credit slips you sign or receive may contain different terms. We may amend this Agreement from time to time by sending you the advance written notice required by law. To the extent the law permits, and we indicate in our notice, amendments will apply to your existing account balance as well as to future transactions. You may terminate the account by surrendering the card(s) and paying off the balance in full before the new Agreement becomes effective.
16. **Other Changes** – The Account Opening Disclosures and Rate and Fee Schedule discloses other charges which will be added to your account as applicable.
17. **Insurance** – You understand that you are not required to purchase Credit Life and/or Credit Disability Insurance in order to obtain your VISA card. You acknowledge receiving a copy of a voluntary insurance disclosure and authorization. The cost of any insurance you have chosen will be added to your principal balance each month.
18. **Acknowledgement** – This Visa Card Agreement and Disclosure Statement has been furnished to you by CCU. You acknowledge receipt and acceptance of said Agreement. By the signing, acceptance, and use of the VISA Card issued to you, you hereby accept all of the terms and conditions of this Visa Card Agreement and Truth in Lending Disclosure.
19. **Illegal Transactions Prohibited** – You agree that you will not use your card for any transaction that is illegal under applicable federal, state or local law.

FACTS

WHAT DOES CAPITAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

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

- Social Security number and income
- account balances and payment history
- credit history and credit scores

When you are *no longer* our member, we continue to share your information as described in this notice.

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

Reasons we can share your personal information	Does Capital Credit Union share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes— information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

Call 701-255-0042 or go to www.capcu.org

What we do	
How does Capital Credit Union protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Capital Credit Union collect my personal information?	We collect your personal information, for example, when you ■ open an account or deposit money ■ pay your bills or apply for a loan ■ use your credit or debit card We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only ■ sharing for affiliates' everyday business purposes—information about your creditworthiness ■ affiliates from using your information to market to you ■ sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ■ <i>Capital Credit Union does not share with our affiliates</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ■ <i>Capital Credit Union does not share with nonaffiliates so they can market to you</i>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ■ <i>Capital Credit Union doesn't jointly market</i>