

Effective 11/1/2023

Deposit Account Agreement: Important legal information and disclosures

This Agreement is subject to Arbitration under the state laws as stated in the section, herein, titled “Resolving Claims” and The Federal Arbitration Act §9 USC 1 ET SEQ. on pages 23-26. This Section explains any opt-out rights you may have and steps to exercise such rights.

Notice to Members: Your relationship with the Credit Union is also governed by state and federal laws, which may change from time to time. The body of law is too large and complex to be reproduced here. The purpose of this Agreement is to: (1) summarize the rules applicable to common transactions; (2) establish rules to govern transactions not regulated by state or federal law; (3) establish variations that will apply to certain rules, events or transactions as permitted by applicable law; and (4) provide you with certain disclosures and information regarding our policies as required by law. By signing a Membership Application or your use or continued use of any account or account services after receiving this Agreement, notice of its availability or notification of any change in terms, you, jointly and severally, agree that you understand and agree to the terms and conditions stated in this Agreement, and the Schedules, as amended from time to time. This Agreement governs all services whether opened now or in the future and we may modify, change, add provisions or terms we deem necessary or in the best interests of the Credit Union, or amend the terms of this Agreement, the Rate and Fee Schedule and Privacy Policy at any time, and any change shall be immediately effective unless otherwise specifically required by applicable law. This Agreement governs all services whether opened now or in the future and we may modify, change, or amend the terms of this Agreement, the Rate and Fee Schedule and Privacy Policy at any time, and any change shall be immediately effective unless otherwise specifically required by applicable law.

Active Military Members and Dependents: Any terms or conditions herein contrary to the Military Lending Act (“MLA”) are void for the period(s) during which you are entitled to the protections of the MLA.

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Thank you for doing business with us. This Membership and Account Agreement applies to new and existing consumer and business accounts and, together, with the following documents below*, is your contract with First Source Federal Credit Union (herein “Credit Union”) and constitutes the “Agreement” that governs your account with the Credit Union:

- The Consumer Fee Schedule (“Consumer Schedule”) or the Business Fee Schedule (“Business Schedule”),
- Our dividend rate sheet for interest-bearing accounts, (“Rate Schedule”),
- Our privacy notice, and
- Any additional disclosures, amendments, or addenda we provide to you.

**The above documents are available at any of our branch locations or on our website at www.fsource.org.*

In this Agreement, when we say, “Credit Union,” “we,” “us,” and “our,” we are talking about the Credit Union. “You” and “your” means each account owner, authorized signer, and any other person authorized to operate your account. When we say “We may” or “Credit Union may” do something, that means you authorize us and agree to such action.

This Agreement is applicable to new and existing accounts and replaces all prior agreements regarding your account, including any verbal or written statements or representations. When you sign an account application or use your account, including any account service, you and anyone else identified as an owner or authorized signer on your account consent to the terms of this Agreement. We regularly update this Agreement. You are responsible for ensuring that any authorized signer is familiar with this Agreement. If you keep your account open after we change this Agreement or end a fee waiver, you agree to the changes. We recommend you keep a copy of this Agreement — and any changes we provide to this Agreement — for as long as your Credit Union accounts are open. You can get a copy of the current Agreement at www.fsource.org or by visiting your local branch, or by phone at the numbers below.

This document contains various defined terms with specific meanings. Some defined terms are defined within the section in which they are used. More frequently used defined terms are defined in the Glossary at the end of the document. As you review this Agreement, be sure to check the Glossary for those definitions.

How to Contact Us.

Questions? We're here for you at:

Online	Visit www.fsource.org
Phone	315-735-8571 or 800-735-8571
Deaf or hearing-impaired members	We accept all relay calls, including 711.
Branches	At any of our branch locations: see our locations at www.fsource.org
Mail	First Source Federal Credit Union 4451 Commercial Drive New Hartford, New York 13413

Notice to Members of Agreement and Changes in Terms: Your relationship with the Credit Union is also governed by state and federal laws, which may change from time to time. The body of law is too large and complex to be reproduced here. The purpose of this Agreement is to: (1) summarize the rules applicable to common transactions; (2) establish rules to govern transactions not regulated by state or federal law; (3) establish variations that will apply to certain rules, events or transactions as permitted by applicable law; and (4) provide you with certain disclosures and information regarding our policies as required by law. By signing a Membership Application or your use or continued use of any account or account services after receiving this Agreement, notice of its availability or notification of any change in terms, you, jointly and severally, agree that you understand and agree to the terms and conditions stated in this Agreement and the Schedules, as amended from time to time. This Agreement governs all services whether opened now or in the future and we may modify, change, add provisions or terms we deem necessary or in the best interests of the Credit Union, or amend the terms of this Agreement, other disclosures, the Rate Schedule and Fee Schedules and Privacy Policy at any time, and any change shall be immediately effective unless otherwise specifically required by applicable law.

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GENERAL TERMS

This Agreement and the applicable Rate Schedule and Fee Schedule [consumer or business as applicable] ("Schedule") explain the rules which govern your account(s) and account services with us. Please read this Agreement and the Schedules carefully and keep them in a safe and convenient place.

Terms, conditions and limitations of your relationship with the credit union. The following terms govern our relationship with you. All Credit Union services are further governed by the terms and conditions set forth in any future agreements and/or disclosures together with the Credit Union's Bylaws, Policies and Procedures, which are herein collectively referred to as "Agreement". The Credit Union's Member Conduct, Behavior and Loss Policies are provided herein; and you agree to abide by these terms at all times. To the extent there is any conflict between the terms of this Agreement and any of these items or any other documents, the terms of this Agreement shall govern unless the other documents expressly provide otherwise. This Agreement governs all services whether opened now or in the future. This Agreement is binding upon the account owner and all parties hereto together with their heirs, successors, assigns and any other person claiming any right or interest under or through said parties. You agree at all times that you will comply with all Applicable Laws. "Applicable Laws" shall include: "(i) Visa U.S.A. Inc. Bylaws, Visa U.S.A. Inc. Operating Regulations, Visa U.S.A. Inc. Certificate of Incorporation, Visa International Bylaws, and Visa International Operating Regulations; (ii) NACHA's (The National Automated Clearing House Association) Operating Rules May change to local ACH – e.g. NEACHA; (iii) the Operating Regulations of any network through whom you initiate or process any transaction(s); and (iv) any and all laws, treaties, rules, regulations, or regulatory guidance of the government of the United States, as the same may be amended and in effect from time to time; and you agree that such Applicable Law shall govern despite any other general or specific terms or conditions set forth in the entirety of

this Agreement. The Credit Union is not in any way limited in the use of the name of any person or entity that claims trademark, copyright or other such status regarding a name in the ordinary course of Credit Union business, in providing any services we may offer; or in using such name in any other manner authorized by our agreements or applicable laws.

Personal / Business: Unless an account is expressly opened for business, you agree that all accounts and services will be for personal, family and household purposes. If we in our discretion ascertain that you are not complying with this obligation, we may require the account(s)/services(s) be closed or converted to business.

Disabilities: We will accommodate reasonable requests to assist members with disabilities. In order to do so you agree to notify us of any disability and/or accommodation requests. You will notify us regarding any service providers you wish to use; and you will provide us with information to allow us to identify the service providers. The credit union will accept any telephone relay calls from an operator who can relay communication from persons who have devices that allow that technology.

Rate Schedule and Fee Schedule. All Account rates and fees we may charge, are addressed in the Rate Schedule and Fee Schedule, which is incorporated herein by reference as an important part of this Agreement.

Compliance with laws and inappropriate transactions or account relationship. You agree to comply with all laws, rules and regulations. You also warrant and agree that you will not use any Credit Union Accounts or Services, including but not limited to loans, to make or facilitate any illegal or inappropriate transaction(s) as determined by applicable law as we in our discretion may deem inappropriate; and that any such use, including any such authorized use, will constitute a breach of this Agreement. Certain federal and/or state laws or Third-Party Service Providers' Rules may limit or prohibit certain transactions. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal, improper or unenforceable (regarding your obligation to pay us or otherwise) under applicable law; or which is otherwise limited or prohibited, including but not limited to any transaction involving or relating to any gambling activity. You understand and agree such limitations/prohibitions are not within the Credit Union's control and that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction.

Credit union's right to investigate. It is agreed that it is critical to the Credit Union and its members that the Credit Union have full rights to investigate all transactions, methods and means of making transactions to protect its members and the Credit Union. Therefore, it is agreed that upon notification of any claim of error, unauthorized transaction(s) or other notification related to or arising from any transaction(s), methods or means of making transactions the Credit Union shall have full rights of investigation to extend to all persons, means and methods of making transactions. It is expressly agreed that this shall specifically include the right to inspect and scan a member's or users access device(s) including but not limited to computers, tablets and smartphones; and to report the Credit Union's findings of such investigation to all owners and/or users.

Credit reports, membership-account eligibility, other credit union services and social-media. To verify your eligibility or continued eligibility for membership, any account(s), service(s), or loan products; increases or decreases in services and/or credit limits, now and in the future; or as needed to comply with any applicable law, regulation or governmental agency requirements including but not limited to escheatment / abandoned property, privacy, or other issues that may affect your rights, or pursuant to any reasonable actions we take to ensure our compliance with such laws, regulations or governmental agency requirements (all of which are deemed permissible purposes by you and us) you authorize us to make inquiry to determine your employment history and to obtain information concerning any accounts with other institutions and your credit history from time to time, including consumer credit reports. You agree that this authority applies to any account, account-related service, loans or other financial products you request or which we may offer or make available to you. We may also report information concerning your account(s) and credit to others. You also understand that you may elect from time to time to use Credit Union or other parties' social media tools and sources; that there is no claim of privacy or privilege regarding information shared or discernible from such use or sharing; and the use of such information by us does not violate your privacy or other rights. If you have consented to communicating with us via social media, we may use any social media addresses you may establish from time to time.

Membership Eligibility; Application. To open accounts at the Credit Union, you must qualify under our approved field of membership and otherwise meet the membership requirements. This includes an initial deposit of an amount equal to one share in the Credit Union, as set forth in the Credit Union's By-Laws, and maintaining at least that amount, in your primary savings account. Your membership will terminate if you close this account. You agree to complete a Membership Application and you authorize us to check your account, credit, and employment history, and obtain reports from third parties (including credit reporting agencies) periodically to verify your eligibility for membership and the accounts and services you request, or for future services that we may choose to offer or make available to you.

The Credit Union is owned and controlled by its members. You become an owner by meeting the membership eligibility requirements and by depositing the required shares. Upon qualifying as a member and remaining in good standing, you have certain rights as governed by this Agreement, our By-laws, and applicable law, including the right to apply for Credit Union services and accounts and to vote in elections. You are entitled to one vote regardless of the number of shares you own. Shares may be issued in the name of an individual, jointly, or in other ways (e.g., in trust, or in the name of a minor) in accordance with our By-Laws and policies.

Privacy in addition to the credit union's general privacy policy.

Privacy and Confidentiality: Every person on the Credit Union's premises has the expectation and right that their private and confidential information will be protected and remain private and confidential. Thus, the Credit Union prohibits any photography, filming or recording of any type using any device that has or may have the potential to record by any means on any Credit Union premises, including at or near any ITM/ATM or other device which may display or allow determination of confidential information without the Credit Union's prior express permission. The Credit Union's general privacy policy is provided later in this Agreement or via a separate disclosure provided at account opening.

Agreed Exception to Privacy Restrictions: Fraud or Financial Exploitation: It is agreed that fraud and financial exploitation are serious matters that can expose both members and the Credit Union to risks and losses. This particularly affects the elderly but can harm anyone. To help combat suspected fraud and financial exploitation it is agreed that the Credit Union may report such suspicions to persons (including but not limited to family members) who we in good faith believe may be able to provide assistance and/or protections. The option to so report is completely voluntary and imposes no obligations on the Credit Union.

LIEN AND COLLATERAL RIGHTS OF THE CREDIT UNION

Statutory and consensual liens on shares: By signing an Account Card or other agreement conveying a pledge or security interest in shares, or your use of any accounts or services, you have given the Credit Union a lien on any and all funds ("shares") in all joint and individual share accounts, together with all dividends, regardless of the source of the shares or any individual owner's contributions. This lien secures any account owner's joint and individual obligations to us now or in the future, whether direct, indirect, contingent, or secondary; and has priority over all other claims. You agree that this lien is created and/or impressed, as applicable, as of the first date that any applicable account is opened with us. This lien secures all debts you owe us, including but not limited to those arising pursuant to any loan agreements, or under this Agreement, or arising from any insufficient funds item; or fees; or costs; or expenses; or any combination or all of the above. You authorize us to apply shares to any obligations owed to us if you default or fail to pay or satisfy any obligation to us, without any notice to any account owner or other party. The Credit Union's rights are immediate and apply to all accounts.

Right of set off. You agree that the Credit Union at all times retains the common law equitable right of set off against shares with regard to any debt or obligation owed to us individually or otherwise, which right may be exercised by us without legal process or notice to any account owner.

Waiver of notice. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account.

Status quo – collateral preservation. You specifically agree that all shares on deposit constitute collateral for all obligations owed to the Credit Union. You agree that the Credit Union has the right to preserve this collateral, and may use appropriate administrative procedures (including but not limited to placing a temporary hold or "freeze" on such funds) to safeguard such funds if the Credit Union at any time has reason to believe such collateral may be impaired or at risk due to any default, bankruptcy, breach of any agreement or promise, or as otherwise provided for by our agreements or applicable law, without notice to any owner. In the case of any bankruptcy proceeding, the Credit Union has a right to preserve such collateral as set forth herein as cash collateral; and is not required to surrender or turnover such collateral absent the owner's filing any appropriate motions and the entry of an order either providing for adequate protection of the Credit Union's rights in such collateral or modifying or terminating the automatic stay as to such collateral. You further agree that the Credit Union's exercise of this right to safeguard or "freeze" funds on deposit shall not constitute a violation of the automatic stay afforded by the Bankruptcy Code.

OPENING ACCOUNTS

This section applies to consumer accounts only unless otherwise specifically noted.

Forms of account ownership. You can open an account that you own alone, or with more than one person. If the account is owned with more than one person, it's considered a joint account.

Different types of joint account ownership.

For joint accounts: we treat all owners, who are referred to in this Agreement as "co-owners," as joint tenants with right of survivorship (described below), unless:

- Applicable state laws expressly require other treatment, or
- We agree with you in writing that the account is owned in some other way.

Regardless of how your account is owned, we don't keep a separate record of each co-owner's interest in the account. We act on instructions from any co-owner (or a co-owner's authorized representative) without obtaining other co-owner's consent, including withdrawing or transferring funds, making payments, or closing the account. We may accept orders, instructions, and requests for future services from any owner, which shall be binding on all owners. Any account owner may withdraw funds, stop payment of Items/Transactions (regardless of who ordered the payment), transfer or pledge to us all or any part of the shares in any account, and block, terminate

or discontinue or close any transaction or service without the consent of the other owner(s) regardless of their contributions to the account, and whether any other co-owner is incapacitated or deceased, or whether the account includes a right of survivorship. We have no obligation to notify other owner(s) of any pledge or other actions, orders or instructions by any owner. Each owner is jointly and severally liable for all returned items, overdrafts or any other obligations owed to the Credit Union as a result of any Transaction(s) on a joint account, regardless of the drawer, user or authorized user who orders, or causes said Transaction(s).

Joint tenants with right of survivorship: Unless your account card specifically indicates otherwise, you agree that it's your intention to create a joint tenancy with the right of survivorship (a form of ownership) in any multiple party account and if one or more of the multiple party owners dies, his or her interest in the account passes to the remaining owners; unless subject to our right of set-off or a pledge of the funds in the account(s), in which case all sums in the account(s) will belong to us regardless of contributions, up to the amount of the obligation(s) owed. We may not release any funds to a survivor until all required legal documents are delivered to us.

Tenants-in-common: When you hold an account as tenants-in-common and one owner dies, the account is payable in whole or in part to any surviving co-owner or the deceased owner's authorized representative, heirs, or successors. This is subject to our rights under this Agreement including but not limited to our lien on shares, cross-collateralization of specific member pledges of shares.

Community property: An account is held as community property under state law when spouses have equal and undivided interests in the account during their lifetimes. When one spouse dies, ownership does not automatically pass to the survivor; rather, the deceased spouse can pass his or her interest through a will. Community property does not exist in every state.

Joint owners and responsibility for liabilities on your account. Each joint owner is individually and jointly responsible for any overdraft on your account, regardless of who caused or benefited from the overdraft. If there's a setoff, an enforcement of our lien or security interests in your account, or legal action (such as a third-party garnishment, seizure, forfeiture, or tax levy) affecting any co-owner, we may treat all funds in the account as belonging to the owner against whom the setoff, enforcement of the security interest, or other legal action is directed. If your account is closed for unsatisfactory handling, we may report all joint owners to the consumer reporting agencies.

Pay on death (POD) account. Payable on Death ("POD") accounts are governed by your agreements with the Credit Union and applicable state law. A POD account instructs us that the designated account is payable to the owner(s) during their lifetimes, and upon death of the last account owner, is payable to the beneficiary(ies) designated by your Account Card and pursuant to applicable laws; unless subject to our right of set-off or a pledge of the funds in the account(s), in which case all sums in the account(s) will belong to us up to the amount of the obligation(s) owed. Either owner, during their lifetime, may change any designated beneficiary by written direction to us. If any beneficiary is not of legal age at the time the account(s) are to be paid to beneficiaries hereunder, then we will make a check payable to the named beneficiary and deliver it to the person who presents themselves to be the parent or legal guardian of such beneficiary or as otherwise allowed by applicable law; and upon such payment you agree that we are released from any and all claims and obligations and shall be indemnified per the provisions of this Agreement. Payable on Death accounts are "without rights of survivorship;" meaning that if all named POD beneficiaries pre-decease the owner(s) the applicable funds shall be paid to the estate of the last surviving owner. It is further agreed that upon the vesting of any interest in any rights of a POD beneficiary all sums payable shall be subject to any right of set-off between us and the POD beneficiary.

Supporting Account documents. At times certain documents, that the Credit Union is not a party to, that prove the existence of an entity or trust as required by applicable laws (examples include but are not limited to trust agreements, contracts, court orders such as divorce settlement agreements, etc.) may be required to open certain accounts. However, the Credit Union is not a party to such agreements and having possession of these documents does not imply accountability or responsibility for the contents of said documents by the Credit Union or its employees.

Accounts established for minors.

We may require any account with a minor to include a joint owner that is legally able to enter into binding contractual agreements. As a joint owner, we may make payments of 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 right to access the account other than in a custodial capacity. We have no duty to inquire about the use or purpose of any transaction by the minor, parent or guardian or any account owner. If a required joint owner is removed from the account by death or otherwise, we have the right to suspend all account activity until a new joint owner is placed on the account who is a recognized legal guardian; or pursuant to any cognizable court order.

Uniform Transfers/Gifts to Minors Act account: All grantors, custodians and beneficiaries agree to the terms of this paragraph. If you have signed an account as custodian for a beneficiary under an applicable UGMA and/or UTMA, your rights and duties are governed by that Act. An account established under the Uniform Transfers to Minors Act (UTMA) or Uniform Gifts to Minors Act (UGMA) is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The account is governed by the applicable UTMA/UGMA law adopted in the state in which the account is held. The minor to whom the gift is made is the beneficiary of the custodial property in the account.

and as such, the funds in the account belong to the minor. 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 or investigate regarding the use or purpose of any transaction or the propriety or impropriety of any action taken by the custodian. If the custodian dies, we may place an administrative freeze on the account, until we receive instructions from any person authorized by law to withdraw funds or a valid court order authorizing withdrawal. Any successor custodian must provide us with, and complete all, written documentation to our satisfaction that authorizes such custodian to act legally on behalf of the minor and ensuring that all applicable laws have been followed. It is agreed that the custodian may be the minor's legal guardian, and if there is more than one legal guardian, we can accept orders and instructions from any legal guardian in accordance with applicable law. When the beneficiary reaches the age of majority it is the custodian's responsibility to close the account and transfer ownership of the funds to the beneficiary. In New York State, the age of the majority is 21 unless otherwise designated to be 18 at the time of origination.

Minor Account- No Transactional Privileges: This only applies to an account not expressly opened as a UGMA/UTMA. One or more adults may open an account, as non-UGMA/UTMA custodian (an adult who holds the minor's funds in the account for safekeeping) in the name of a minor. The minor owns the funds in the account. The adult, as the custodian, has exclusive control of the account and the minor cannot make deposits, withdrawals or transact on the account. If there's more than one adult as the custodian on the account, each may act independently. We're not obligated to inquire about the use of the funds. When the minor reaches the age of majority, they still will not be able to make deposits, withdrawals or transact on the account. Exceptions to account closure would be defined in supporting documents. If the adult as the custodian (or the last of the adults as the custodian to survive) dies before the minor reaches the age of majority, we may transfer the funds to a successor custodian according to the applicable Uniform Transfers/Gifts to Minors Act.

Minor Account-Transactional Privileges: We reserve the right to require any account established by a minor to be a multiple party account with a **parent or legal guardian** 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, unpaid charges, or other amounts owing on the account. We may require the minor to sign the Account Card if they are so capable; otherwise, the adult shall sign the Account Card on behalf of the minor, as well as in their own capacity. If a minor has a loan or credit card with us, the parent or legal guardian authorizes us to report credit history on the minor to credit reporting agencies. We may pay funds directly to the minor without regard to their age. 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 change the minor account to a general membership when the minor reaches the age of eighteen. All standard account products and services or the continuation of products and services will be available based on eligibility. All regular account products and services or the continuance of products and services will be available based on eligibility at that time. As a joint account, a minor's account will be subject to the joint ownership provisions above.

Representative payee, VA, fiduciary and other government fiduciary accounts. The representative payee/fiduciary ("fiduciary") agrees to be bound by the terms of the Account Agreements and to furnish us, upon request, a copy of the written SSA, VA or other authorization designating the fiduciary and such other documents and authorizations as we may deem necessary or appropriate. In opening a fiduciary account, the Credit Union acts only as a depository for the Beneficiary's funds and is under no obligation to act as a fiduciary or to inquire as to the powers or duties of the appointed fiduciary. The fiduciary agrees that he or she are liable to us for any and all obligations incurred by any actions dealing with the account and agree to indemnify and hold the Credit Union harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of or related to any action or claim by any party with respect to the authority or actions taken by the fiduciary.

Transfer of account ownership. If you want to transfer account ownership to another person, we must consent and note it in our records before the transfer is valid and binding on us; however, we're not responsible for determining whether such transfer is legally valid. Assignment of your account is subject to our lien, pledger and setoff addressed in this Agreement or other agreements with us. This Agreement is binding on your personal representatives, executors, administrators, and successors, as well as our successors and assigns. We reserve the right to require all account owners on a multiple-party account to consent to any changes and to sign the change form.

When an owner does not sign account documentation. Applies to both Consumer and Business Accounts: If a person or entity identified in our records as an owner or a co-owner of an account does not sign any account-related documentation (including the account application), we still may treat them as an owner or a co-owner of that account, in our sole discretion; and we're not liable to anyone as a result.

Death or legal incompetence of an authorized signer or account owner. Please notify us promptly if you learn or suspect an account owner or signer has been declared incompetent by a court or other legal authority or has died. When we receive proper notice, we may:

- Freeze the account until we receive documents verifying the incapacity or death and instructions regarding the funds remaining in the account,
- Pay (without inquiring) any item authorized by the account owner before being declared legally incompetent or deceased,

- Return or reverse deposits, and
- Apply funds in the account to any debt the account owner owes us before recognizing the rights of a surviving joint owner or other person to any remaining funds.

If we release funds after the account owner's death and have to pay tax or reclamation claims to a government agency as a result, the account owner's estate is responsible for reimbursing us.

Consumers and Sole Proprietors Only: If an account owner dies or is declared legally incompetent, we may comply with court orders and legal documents, and take direction from affiants, court-appointed representatives, guardians, or conservators from your state of residence, even if different than where the account was opened except as otherwise required by applicable law or court order. We may require additional documentation be provided to us before complying with the directives. We may require U.S. court documents for members residing outside of the U.S. at the time of incompetence or death.

For Business Account Owners: Businesses must provide us documentation of any change in ownership or control of a business upon the death or legal incompetence of a business owner. Businesses must also provide us any documentation we require to document a change in authorized users before we are obligated to recognize any such changes.

DEPOSITING FUNDS

There are many ways for you to deposit funds into your account: at branches, ITMs/ITM/ATMs, via Mail, night depository, and through the Credit Union mobile app. You should be aware of your responsibilities when you make deposits. We exercise ordinary care when collecting a deposited item but are not responsible for any other financial institution's treatment or loss of the item. If a deposited item is lost or destroyed during processing or collection, you agree to provide all reasonable assistance to help us reconstruct the item.

Deposit accuracy.

It's your responsibility, not ours, to confirm the accuracy of the amount you deposited. If we determine a discrepancy exists between the declared and the actual amount, we may debit or credit your account and we may notify you if any adjustments are made. We can also use the declared amount as the correct amount to be deposited and not adjust a discrepancy if it's less than our standard adjustment amount. We may vary our standard adjustment amount from time to time without notice and use different amounts depending on account type. In handling deposits to your account, we act only as your agent for collection and assume no responsibility beyond the exercise of ordinary care.

Notify us of a discrepancy. You must notify us within the applicable timeframe below or we may consider the deposit correct.

Consumer accounts	within 60-days after we have made your account statement available to you
Business accounts	within 30 days after we have made your account statement available to you

If you fail to notify us in a timely manner: If the actual deposit is less than the amount on the statement, the difference is your property; if the actual deposit is more, the difference is the Credit Union's property.

Verifying transactions. We don't verify all transactions but have the right to verify any, including those for which we have provided a receipt. We may reverse or adjust, at any time without prior notice to you, any debit or credit we believe we have made to your account by mistake.

Crediting of Deposits. Deposits made after the deposit cutoff time, and deposits made on either holidays or non-business days will be credited to your account on the next business day.

Sending an item for collection. We may, upon notice to you, send an item for collection instead of treating it as a deposit. This means we send it to the issuer's financial institution for payment, and your account won't be credited for the item until we receive payment. Our availability of funds policy does not apply to an item we accept for collection.

Our right to decline deposits. We may decline all or part of a deposit, including cash. This could happen if a payee isn't a co-owner, authorized signer, or authorized representative on your account, we can't verify an endorsement, the check was issued from a credit account, the check looks suspicious, or it's a non-U.S. item. If we decline a deposit that you mailed to us, we may return it to you at your cost (including charging you for postage and handling to return foreign currency coin or paper) or retain any invalid checks or other documents included in the deposit without crediting your account, at our discretion.

If we cannot verify an endorsement, we can also decline to pay, cash, or send the item for collection. We can require that all endorsers be present and that you deposit the item instead of cashing it.

For business accounts, any person wanting to make a cash deposit must provide an acceptable form of identification before we accept a cash deposit.

Requirements for correct endorsement. An endorsement is a signature, stamp, or other mark on the back of a check to transfer, restrict payment, or make the signer responsible for the check. If you have not endorsed a check that you deposited to your account, we may endorse it for you. Any endorsement must be in the 1-1/2-inch area that starts on the top of the back of the check. Do not sign or write anywhere else on the back of the check. If an item is submitted via Remote Deposit Capture or Mobile Deposit Capture, you agree that you will use the Mobile Deposit service to scan only original checks payable to and properly endorsed by you by signing your name(s) and writing "FOR REMOTE DEPOSIT ONLY – First Source Federal Credit Union / DATE /Account Number".

Multiple Payees: Unless any check, share draft or other instrument expressly indicates that the item is payable to conjunctive payees, the instrument shall be deemed payable in the alternative. If there is any ambiguity, the instrument shall be deemed payable in the alternative (example: a check payable to "A and B" is a conjunctive instrument. A check payable to "A or B;" "A, B;" "A/B", where "A and B are listed on separate lines;" or otherwise, where not expressly conjunctive are payable in the alternative).

Restrictions on checks are not binding. We are not obligated to follow restrictions or notations written on a check such as, "void after six months," "void over \$50," or "payment in full." You're responsible for any resulting loss or expense we incur.

Substitute checks. A substitute check is created from an original check; under federal law, it's legally equivalent to the original check and can even be used as proof of payment. A substitute check contains an accurate copy of the front and back of the original and bears the legend: "This is a legal copy of your check. You can use it the same way you would use an original check." Any check may be returned to you in the form of a substitute check. You agree that you won't transfer a substitute check to us, by deposit or otherwise, if we would be the first financial institution to take the substitute check, unless we have expressly agreed in writing to take it.

Our handling of non-U.S. items

A non-U.S. item is an item:

- Payable in a currency other than U.S. dollars or,
- Drawn on a financial institution that isn't organized under U.S. law.

We're not required to accept a non-U.S. item for deposit or collection, but we may accept it on a collection basis without your specific instruction to do so. We can reverse any amount we have credited to your account and send the non-U.S. item on a collection basis even if we have taken physical possession of the item.

If we accept a non-U.S. item, the U.S. dollar amount you receive for it will be determined by the applicable exchange rate that is in effect at the time of deposit or our receipt of final payment (less any associated fees) of the non-U.S. item. If the deposited non-U.S. item is returned for any reason, we'll charge the amount against your account (or any other account you maintain with us) at the applicable exchange rate in effect at the time of the return. For information on the applicable exchange rate, see "Applicable exchange rate" in the "Statements, Interest, and Other Account Information" section of this Agreement. Our availability of funds policy does not apply to a non-U.S. item.

Items returned unpaid. If an item you deposited or cashed is returned to us unpaid, **we can deduct the amount from any account you have with us.** We can do this when we're notified that the item will be returned and don't need to receive the actual item. We can do this even if the balance in your account isn't sufficient to cover the amount we hold or deduct, causing an overdraft. In addition, we'll charge you all applicable fees and reverse all interest accrued on the item.

We may place a hold on or charge your account for a deposit if a claim is made or we otherwise have reason to believe the deposited item was altered, forged, unauthorized, missing a signature or has a forged endorsement, or should not have been paid for any other reason. When the claim is finally resolved, we'll either release the hold or deduct the amount of the item from your account. We're not responsible if we take, or fail to take, any action to recover payment of a returned deposited item.

Breach of a warranty associated with an item. If you breach any warranty you make to us under the laws governing your account with respect to any item, you won't be released or discharged from any liability for the breach so long as we notify you of the breach within 120-days after we learn of the breach. If we fail to notify you within this 120-day period, you'll be released from liability and discharged only to the extent our failure to notify you within this time period caused a loss to you.

Reversal of an electronic payment. If an electronic payment credited to your account, such as a direct deposit, is reversed, we can deduct the amount from any account you have with us, at any time, without notifying you. You agree to promptly repay any resulting overdrafts.

Deposit by mail. You can make deposits to your account(s) by mail, although we cannot accept cash or foreign checks.

Direct deposits and Preauthorized Transfers. You must notify us at least thirty (30) days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or direct transfer option. You must authorize each direct deposit or preauthorized transfer by filling out a separate form, as provided by the originator.

Direct Deposit or Transfer Authorization/Bankruptcy: If you file bankruptcy and fail to cancel any instructions in your direct deposit or transfer authorization, then you hereby instruct your employer and us to continue to make and apply deposits, make loan payments in order to avoid delinquency and other transfers in accordance with your authorization, until written notification is received by us to discontinue any payments or transfers.

If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits, unless prohibited by law. 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.

Overdrafts. An overdraft occurs when, on any day, the funds in your account are not sufficient to cover drafts, fees or other items posted to your account, whether the transaction was made by check, electronically, or otherwise. You agree not to cause an overdraft to any of your accounts. Our determination of an insufficient account balance may be made

at any time between presentation and our 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 Fee Schedule. 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. All overdraft services are further explained and subject to the Overdraft Privilege Disclosure, Available Balance, Posting Transactions, and Overdraft ("ODP") which is provided with this Agreement with all terms being incorporated herein by reference. If any terms in the ODP varies from any term or condition, the terms of the ODP will govern in all respects.

Overdraft Protection Plan Agreement. If we have approved an overdraft protection plan for your account, we will honor drafts drawn on insufficient funds by transferring funds from another designated account under this Agreement or a loan account, as you have directed, or as required under our overdraft protection policy. The fee for overdraft transfers, if any, is set forth on the Fee Schedule. You will not have any overdraft protection if the designated account has insufficient funds to cover the transaction or if the loan account has insufficient credit available. If the protected account is a joint account, you acknowledge and agree that transactions causing overdrafts made by a joint owner will be paid under the overdraft protection plan even if the designated account or loan account is not jointly owned or jointly made. If there is any conflict between this provision and any provisions regarding overdrafts contained in an applicable loan agreement, the loan agreement shall govern.

Overdraft Courtesy Pay (Member Reserve) Agreement. If a member does not opt into Member Reserve should they be receiving the Overdraft Privilege Disclosure anyway since it does define available funds, multiple fees, and other useful processes the CU uses? Under our Member Reserve program, at the time of new account opening, if you are 18 years of age or older, we may honor your overdrafts up to \$500. Should your account remain in good standing with us, we may after 60 days honor your overdrafts up to \$1,000.00. Such amount(s) also include our standard Non-Sufficient Funds fee and our Member Reserve fee. We may honor overdrafts at our sole discretion and charge you the NSF or Member Reserve fee. This is a non-contractual privilege that we offer and we have no obligation to continue offering it and may discontinue this service at any time without notice to you. You are not required to apply or to take any other action to have this service. If you have an overdraft protection plan, we will look to that plan for funds to cover overdrafts before we use the Member Reserve program. This Member Reserve program does not relieve you of your obligation to replenish the funds in your accounts and to pay all obligations owing to us, including overdrafts and related fees. You are considered to be in "good standing" if the following conditions are met: (1) you are age 18 or over; (2) you bring your account to a positive balance at least once every 30 days; (3) you are current on all loans and obligations; (4) no past charge-offs that have not been fully recovered; (5) there are no tax levies, garnishments, or other legal action against your account. The Member Reserve program is only available for checking accounts. Please refer to the Member Reserve Disclosure for additional required information. Member Reserve fees are disclosed in the Fee Schedule. Member Reserve is further explained in the Overdraft Privilege Disclosure, Available Balance, Posting Transactions, and Overdraft ("ODP"). Overdrafts Resulting from ATM or One-Time Debit Transactions: You will not have coverage for overdrafts that result from the use of your accounts for ATM or One-Time (non-recurring) Debit transactions unless you opt-in to coverage for these activities.

Third Parties. You further understand and agree that we have no control over how the third parties (or entities who process transactions for them) you elect to do business with "code" transactions. Third parties have full control over the amounts of transactions they may enter based on your relationship with them; and they may code transactions as recurring or non-recurring which may affect the payment order of transactions and the application of any overdraft protection or courtesy pay services you have with us. You may have chosen to not opt-in to have ATM and one-time debit card transactions covered under any overdraft plans; however if the third party codes the transaction as recurring, the Credit Union will process it that way and the transaction could be charged a fee. You authorize us to accept transactions based upon the coding submitted by third parties; and that we may rely upon such coding in processing all transactions and services for you.

Overdraft Courtesy Pay (Member Reserve) Agreement. Under our Member Reserve program, at the time of new membership (first time member) opening, if you are 18 years of age or older, we may honor your overdrafts up to \$500. Should your account remain in good standing with us, we may after 60 days honor your overdrafts up to \$1,000.00. Such amount(s) also include our standard Non-Sufficient Funds fee and our Member Reserve fee. This is a non-contractual privilege that we offer, and we have no obligation to continue offering it and may discontinue this service at any time without notice to you. You are not required to apply or to take any other action to have this service. If you have an overdraft protection plan, we will look to that plan for funds to cover overdrafts before we use the Member Reserve program. This Member Reserve program does not relieve you of your obligation to replenish the funds in your accounts and to pay all obligations owed to us, including overdrafts and related fees. You will not have coverage for overdrafts that result from the use of your accounts for ITM/ATM or One-Time (non-recurring) Debit transactions unless you opt-in to coverage for these activities.

FUNDS TRANSFER SERVICES

The following provisions are in addition to, and not in place of, any other agreements you have with us regarding funds transfers to and from your account. The terms “funds transfer,” “funds transfer system,” “payment order,” and “beneficiary” are used here as defined in Article 4A of the Uniform Commercial Code - Funds Transfers, as adopted by the state whose laws govern your account. As used in these provisions, a funds transfer does not include a transaction made using a Credit Union issued card. Examples of funds transfers covered by these provisions are a preauthorized automatic transaction via ACH (such as your car or mortgage payment), remittance transfers, and wire transfers (whether outgoing or incoming, foreign or domestic).

Rules of funds transfer systems. Funds transfers to or from your account will be governed by the rules of the funds transfer system(s) through which the transfers are made (“system rules”), including Fedwire, the National Automated Clearing House Association, the Electronic Check Clearing House Organization, any regional association (each an ACH), the Clearing House Interbank Payments System (CHIPS), the Society for Worldwide Interbank Financial Telecommunication (“SWIFT”) and the RTP system (“RTP System”). We’re under no obligation to honor, in whole or in part, any payment order or other instruction that could result in a violation of law, including, without limitation, requirements of the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”) and the Financial Crimes Enforcement Network (“FinCEN”).

Sending funds transfers/ Means of transmission. When acting upon your transfer instructions, we may use any means of transmission, funds transfer system, clearing house, or intermediary bank that we reasonably select.

Notice of funds transfers. We’ll notify you of funds electronically debited from or credited to your account through the account statement covering the period in which the transaction occurred. We’re under no obligation to provide you with any additional notice or receipt.

Honoring Items.

The law permits us to pay items drawn on your account in any order, even if the order in which we pay items causes an overdraft. We may honor any item or instruction even if it creates an overdraft or violates any other account requirement, in which case you agree to pay all fees, penalties or other charges imposed on you as well as costs incurred by us. We may return as unpaid any item drawn in any form we do not provide or approve, and you are responsible for any loss we incur handling such an item.

Reliance on identification Numbers. If an instruction or order to transfer funds describes the party to receive payment inconsistently by name and account number, we’ll rely on the beneficiary account number even if the account number identifies a party different from the named recipient. If an instruction or order to transfer funds describes a participating financial institution inconsistently by name and identification number, the identification number may be relied on as the proper identification of the financial institution.

Your duty to report unauthorized or erroneous funds transfers. You’ll exercise ordinary care to determine whether a funds transfer (generally refers to wire transfers) from your account was either not authorized or inaccurate. You must notify us if a funds transfer from your account wasn’t authorized or is inaccurate. Notify us within 14 days after we notify you that the instruction or order was accepted or your account was debited or credited for the funds transfer, whichever is earlier, to be entitled to a refund from us. If you don’t notify us within 14 days, we’ll be entitled to retain payment for the funds transfer. We are not responsible for refunding any funds if you give us an Erroneous Payment Order.

Erroneous payment orders. You could lose funds if you provide incomplete or inaccurate information in your payment orders. We have no obligation to detect errors you make in payment orders (for example, paying the wrong person or the wrong amount). Just because we detect an error once, we won’t be obligated to detect future errors. We’ll rely on the beneficiary account number and beneficiary bank identification number (e.g., IBAN, RTN, or SWIFT BIC) you provide with an instruction or order.

ACH transactions. These additional terms apply to payments to or from your account that you transmit through an ACH:

- Your rights as to payments to or from your account will be based on the laws governing your account.
- When we credit your account for an ACH payment, the payment is provisional until we receive final settlement through a Federal Reserve Bank or otherwise receive payment.
- If we don’t receive final settlement or payment, we’re entitled to a refund from you for the amount credited to your account.

Any Originating Depository Financial Institution (ODFI) may initiate, pursuant to ACH Operating Rules, ACH debit entries to your account for presentment or re-presentment of items you write or authorize.

Remittance transfers. Remittance transfers are defined as electronic transfers of more than \$15, sent by consumers (primarily for personal, family, or household purposes), in the United States to people or companies in foreign countries through a remittance transfer provider. Each time you initiate a remittance transfer, you’ll receive disclosures, if required, outlining additional rights provided by federal law.

Incoming international wire transfers. Incoming wire transfers received in a foreign currency for payment into your account will be converted into U.S. dollars using the applicable exchange rate without prior notice to you.

Reversal or return of ACH transactions.

Consumer accounts only: You have the right to reverse any unauthorized ACH payment that was debited from your account. If you give us written notice that you want to reverse a payment, we'll credit your account for the amount of the payment. You must notify us no later than 5 days after we send or otherwise make available to you the account statement that reflects the payment you want to reverse. This right of reversal is in addition to your right to stop payment.

Business accounts only: Under the ACH Rules, the Credit Union can return any non-consumer ACH debit entry as unauthorized until midnight of the business day following the business day the Bank posts the entry to your account. In order for the Credit Union to meet this deadline, you're required to notify us to return any non-consumer ACH debit entry as unauthorized by the cutoff time we separately disclose. The cutoff time is currently 4:00 p.m. EST. If you don't notify us in a timely manner of the unauthorized non-consumer ACH debit entry, we won't be able to return it without the cooperation and agreement of the originating bank and the originator of the debit entry. Any other effort to recover the funds must occur solely between you and the originator of the entry.

Additional information on ACH debit entries. If you provide information that is incorrect or subject to change (for example, if the sender changes its company identification number or individual identification number), it may result in payment of the ACH debit entry. You acknowledge this risk and agree that you're responsible for notifying the sender of the ACH debit entry that your authorization has been revoked. You agree to indemnify and hold us harmless from, and against any loss we incur, as a result of our paying an ACH debit entry, if any of the information relied on in the stop payment order is incorrect or incomplete (or as a result of our not paying an ACH debit entry for which a valid stop payment order is in effect).

Liability for transactions not covered by Regulation E. For purchases and other transactions in consumer accounts not governed by Regulation E, you're liable for all losses relating to unauthorized funds transfers that don't result solely from our negligence or intentional misconduct, unless the laws governing your account require lesser liability.

Receiving RTP® Payments. The following additional terms apply to any **real-time payments** we receive for credit to your account through the RTP System. The terms "sender," "receiver," and "sending participant" are used here as defined in the system rules governing RTP payments ("RTP Rules"). In addition to the RTP Rules, RTP payments will be governed by the laws of the state of New York, including New York's version of Article 4A of the Uniform Commercial Code, as applicable, without regard to its conflict of laws principles.

- The RTP System may be used only for eligible payments between a sender and receiver whose accounts are located in the United States. You may not send or receive payments on behalf of any person or entity not domiciled in the United States. RTP payments that are permitted under the RTP Rules and our requirements are considered eligible payments for purposes of this Agreement.
- RTP payments cannot be cancelled or amended by the sender. If we receive a message from a sending participant requesting return of an RTP payment received for credit to your account, we may notify you of that request. You're not obligated under the RTP Rules to comply with any such request for return of funds. Any dispute between you and the sender of an RTP payment should be resolved between you and the sender.
- If you don't wish to accept RTP credit received to your account, you may request that we return such payment to the sender. We may, at our sole discretion, attempt to honor such request but will have no liability for our failure to do so.
- RTP payments are typically completed within thirty (30) seconds of transmission of the RTP payment by the sender, unless the RTP payment fails or is delayed due to a review by us or the sending participant, such as for fraud, regulatory, or compliance purposes. Transaction limits imposed by the RTP System or sending participant may also prevent RTP payments from being sent to your account.

We're under no obligation to honor, in whole or in part, any payment order or other instruction that could result in our contravention of applicable law, including, without limitation, requirements of the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") and the Financial Crimes Enforcement Network ("FinCEN").

OTHER ACCOUNT SERVICES AND RESTRICTIONS

Telephone banking services. You may use our automated phone system to perform most of your banking needs. For example: Access your account information, transaction history, transfer funds between First Source Accounts, Debit Card Activation, Ordering Checks. To access this service, you are required to set up an audio access code and be able to answer verification questions to confirm your identity for authentication purposes. We may comply with any request of a caller using Credit Union's telephone banking services, provided we authenticate the caller in compliance with one of the identity verification procedures.

Limits on transactions and freezing accounts. In accordance with applicable law, we reserve the right to require you to provide written notice of any intended withdrawals from any account(s) of not less than seven (7) but not more than sixty (60) days before the intended date of withdrawal. If there are sufficient funds to cover some but not all of your withdrawal orders, we may permit those for which there are sufficient funds based on information that is provided in the "Overdraft Privilege Disclosure" for various transaction types. We may refuse to allow any transaction and will advise when required by applicable law. If we freeze any account – we will only be obligated to remove the freeze upon receipt of either an agreement signed by all interested person or a legal document, which meets our requirements. Any amounts in excess of such limit must be facilitated by other means such as a cashier's check or wire transfer.

We also may place a freeze on your debit card in certain situations where you are either past due on a Credit Union loan or credit card, have an overdrawn account or a returned check on your account. This could also be implemented if you are not responding to our attempts to contact you for required documentation or questions related to your account.

Large cash withdrawals or deposits. We may place reasonable restrictions on large cash withdrawals. These restrictions may include requiring you to provide reasonable advance notice to ensure we have sufficient cash on hand. We don't have any obligation to provide security if you make a large cash withdrawal. If you want to deposit a large amount of cash, we may require you to provide adequate security or exercise other options to mitigate possible risks. In addition to the foregoing if any person should instruct the Credit Union to make a large cash withdrawal and we, in our sole discretion decide to accommodate such request, in lieu of other methods of transferring funds offered by the Credit, you will execute and deliver any releases and/or indemnities that the Credit Union may require in connection with any such withdrawal. The Rate and Fee Schedule provides the amount we consider large, which may vary from time to time. If we agree to provide a large cash withdrawal, then you will be responsible for any costs associated with this to include the costs of security as we deem necessary or prudent, which costs shall be deducted from the deposit.

Restrictions on withdrawals from all accounts / transactions: Closing accounts. When either you or the Credit Union close any accounts, certain funds may not be immediately available to you upon closing. This is due to actions you have taken or your relationships with third parties that may result in certain holds that affect your available funds versus your actual funds. Please read this entire section for a complete explanation of these matters. These holds are generally resolved within a period of 10-days. Once all these matters are cleared so that your accounts are no longer responsible for any sums these other parties may claim, then any remaining funds shall become available funds and will be paid to you.

Checks with multiple signatures. We may act on the instructions of any one authorized signer on your account and not require multiple signatures. If you have indicated that more than one signature is required to transact on your account, you acknowledge and agree that such requirements are for your own control purposes only, and we won't be liable if a check or other transaction is processed without multiple signatures. We're not responsible for reviewing your checks or other transactions for multiple signatures.

Items with dates and special instructions. We may pay the amount encoded on your check in U.S. dollars. We may, without inquiry or liability, pay a check even if it:

- Has special written instructions indicating we should refuse payment (e.g., "void after 30 days" or "void over \$100"),
- Is stale dated (i.e., the check's date is more than six months in the past), even if we're aware of the check's date,
- Is post-dated (i.e., the check's date is in the future), or
- Isn't dated.

All instructions to us in any manner shall be given in English; and any instructions given shall be given using simple numerical methods (e.g., to request one hundred dollars you will use: "\$100" "\$100.00" or the English equivalent: "One Hundred Dollars."). We are not obligated to follow any other instructions.

Use of a facsimile or mechanical signature. If you use any device or machine to provide a faxed, electronic, computer generated or other mechanical signature (including a stamp on a check) it will be treated as if you had actually signed it.

ACH debit entries (Business accounts make note). Under the ACH operating rules, certain types of ACH debit entries may only be presented on a consumer account. We'll have no obligation to pay, and no liability for paying, any consumer ACH debit entry on a business account.

Acceptable form for checks. Your checks must meet our standards, including paper stock and dimensions; we may refuse checks that don't or that cannot be processed by our equipment. Checks must include our name and address as provided by us. Certain check features, such as security features, may impair the quality of a check image. Also, you understand that checks can be washed unless you use a wash preventive ink. Therefore, you acknowledge and agree that we have no responsibility or liability to you whatsoever resulting, arising or relating from/to: alterations, forgery, non-payment; returns as no account/insufficient funds or otherwise; limitations we do not specifically agree to in writing; or any other processing/payment error with regard to any check that is not printed by our approved vendor(s) or your failure to use wash preventive ink in the writing of any check(s).

We require that checks purchased or printed from sources other than the Credit Union contain security features that will prevent the check from being counterfeited. The minimum features required are an artificial watermark, "VOID" pantograph, micro-print lines, bleed-through check numbering, a warning band and a Regulation CC endorsement backer on the reverse of the check. If you use checks that do not meet these minimum required counterfeit-avoidance security standards, and your checks are counterfeited, we may refuse to honor your request for reimbursement of any losses you may suffer.

We're not responsible for losses that result from your failure to follow our check standards.

Checks you request from the Credit Union. If you request any check be issued by the Credit Union pursuant to any means we make available, then all such checks are payable to the first-named owner of the account, record owner, trustee, custodian, or as otherwise indicated on your account card with us and will be mailed to the address of record.

Checks presented by a Non-Member of Credit Union. For these transactions, we require acceptable identification, which may include a fingerprint from the person presenting your check. We may not honor the check if the person refuses to provide us with requested identification. We may charge a fee for non-members to cash a check.

Electronic check indemnifications. (An “electronic check” and an “electronic returned check” means an *electronic image of a paper check or paper returned check or the electronic information derived from it*) When we transfer or present an electronic check or electronic returned check, we provide the following warranties:

- **Image Quality Warranty.** We guarantee that the electronic image accurately represents all of the information on the front of the check as of the time that the original check is truncated, and the electronic information includes an accurate record of all MICR line information required for a substitute check and the amount of a check.
- **No Double Debit Warranty.** We guarantee that the warrantee won’t receive a presentment of or otherwise be charged for an electronic check, an electronic returned check, the original check, a substitute check, or a paper or electronic representation of a paper substitute check, in a way that the warrantee will be asked to pay a check that it has already paid.

When we transfer an electronic check for collection or payment, we make the image quality warranty and the no double debit warranty to the transferee bank, any subsequent collecting bank, the paying bank, and the drawer. When we transfer an electronic returned check for return, we make the image quality warranty and the no double debit warranty to the transferee returning bank, the depository bank, and the owner.

Indemnities applicable to electronic checks and electronic returned checks: You will indemnify, defend, and hold us harmless from all liabilities, obligations, demands, and costs (including fees of legal counsel and accountants) awarded against or incurred by us (collectively, “losses and liabilities”), related to the transfer or return of an electronic check or an electronic returned check on your behalf. If we suffer any losses or liabilities related to a breach of the image quality warranty or the no double debit warranty, you will reimburse us and not hold us responsible or liable.

Indemnities applicable to remote deposit capture services (including Credit Union Mobile Deposit): If a depository bank accepts the original check from which an electronic check is created and suffers losses due to the check having already been paid, we’re required to indemnify and reimburse that bank. If we suffer any losses or liabilities related to that type of depository bank indemnity obligation, you will indemnify and reimburse us and not hold us responsible or liable.

Indemnities applicable to electronically created items: If we transfer or present an “electronically created item” and receive settlement or other consideration for it, we’re required to indemnify and reimburse each transferee bank, any subsequent collecting bank, the paying bank, and any subsequent returning bank against losses that result from the fact that:

- The electronic image or electronic information is not derived from a paper check,
- The person on whose account the electronically created item is drawn didn’t authorize its issuance or the payee stated on the item, or
- A person receives a transfer, presentment, or return of, or otherwise is charged for an electronically created item in such a way that the person is asked to make payment based on an item it has paid.

If we suffer any losses or liabilities related to that type of electronically created item indemnity obligation, you will indemnify and reimburse us and not hold us responsible or liable.

Stop payment (Applicable fees are described in the Consumer Schedule and Business Schedule).

Requesting stop payment on a check: You may request a stop payment on a check if you allow us a reasonable amount of time to act on it; the same is true if you ask us to cancel a stop payment order. You can request a stop payment through online banking (onlinebanking.fsource.org/draftservices/stoppay), by phone, or by visiting your local branch. We may verify that we have not already become obligated to pay the check from your account and can verify after we accept your stop payment order. To issue a stop payment order on a check, we may request the following information:

- Your Credit Union account number
- The check number or range of numbers (mandatory)
- The check amount or amounts
- The payee(s) name(s)
- The date on the check

We are not responsible for stopping payment on a check if you provide incorrect or incomplete information about the check.

Effective period for a stop payment order:

- A stop payment order on a check is valid for six months. We may pay a check once a stop payment order expires. You must request a new stop payment order if you don’t want it to expire and we treat each renewal as a new order, and a new fee will apply.
- Your responsibility after we accept a stop payment on a check. Even if we return a check unpaid due to a stop payment order, you may still be liable to the holder of the check (e.g., a check cashing business).

Stop payment orders on ACH debit entries:

You may request a stop payment order for an ACH debit entry that has not already been paid from your account. To be effective, a stop payment order must be received in a time and manner that gives the Credit Union a reasonable opportunity to act on the applicable ACH debit entry. If you provide verbal instructions, we may require confirmation in

writing. If such written confirmation isn't received, we may remove the stop payment order after 14 days. An instruction to revoke a stop payment order must be received in a time and manner that gives us a reasonable opportunity to act on it.

To place a stop payment order on an ACH debit entry, you must provide the following information: (i) your account number, (ii) amount of the ACH debit entry, (iii) effective date, and (iv) payee name. We may request additional information and may, at our sole discretion, use only a portion of the required information in order to identify the ACH debit entry. We may be able to place a stop payment order based on the company identification number of the sender/payee, but this may stop all ACH entries received from this sender/payee.

Stopping payment on a preauthorized electronic fund transfer: If your account is a consumer account, you may stop payment on a preauthorized electronic fund transfer.

Post-dated checks. A post-dated check is a check you issue with a date in the future. We're not responsible for waiting to honor the check unless you use a stop payment order for the check. You're responsible for notifying us to cancel the stop payment order when you're ready to have that check paid.

PROTECTING YOUR ACCOUNT AND YOUR INFORMATION

Protection against unauthorized items (Applies to Consumer and Business Accounts). You acknowledge that there's a growing risk of losses resulting from fraud, including unauthorized items. To help prevent fraud on your account, you agree to take reasonable steps to ensure the integrity of your account and items drawn on your account or deposited to it. We recommend you take the following preventive measures (not an exhaustive list):

- Reconcile your account statements when received and promptly notify us of any problem.
- Promptly notify us if you don't receive an expected statement.
- Don't provide your account and routing numbers to unknown persons. Fraudsters may use this information to initiate fraudulent transactions against your account.
- Only write checks to people and businesses whom you know. Fraudsters may try to trick you by pretending to be friends and family, indicating you have won the lottery or sweepstakes, through online dating sites, or impersonating law enforcement.
- Don't deposit checks from people whom you don't know. Fraudsters often request that you deposit a fake check into your account, then request that you return some of the funds. After you return the funds, the check bounces, but you are still responsible to us for the full amount of the check you deposited.
- Write your checks in a manner to prevent others from adding words, numbers or making other changes without your authorization.
- Protect your checks from unauthorized use and theft by always securing your supply of checks (for example, never leave checks in an unlocked vehicle, or out in a visible location unattended), using tamper resistant checks, using wash preventive ink, destroying checks you don't intend to use, and not signing blank checks. Check-related fraud is common. If you fail to take any of these preventive measures, we are not responsible for any losses that you may incur.
- If you link any of your accounts or services to a third-party app or payment service (including but not limited to PayPal, Zelle or Venmo) you understand and agree that these are not Credit Union services; and any transactions you make will be subject to your agreements with the app or service provider. You understand that these apps and services do not provide the same protections from fraud or other misapplication of funds as traditional direct banking services. If we transfer any funds as directed by you or anyone you authorize to the app or third-party service provider such transfer(s) shall in all respects be an authorized transaction and we will have no further obligation or liability if the app or provider, then transfers the funds to a fraudster or the funds are otherwise misapplied. Further, you understand that funds transferred to/via a third-party App may not be federally or otherwise insured; and you assume all risks should your funds become unavailable for any reason.

Additional protections for business accounts (Applies only to Business Accounts). Additional steps business members should take to help reduce the risk of fraud on their accounts:

- Assign responsibilities for your business account to multiple individuals and periodically reassign duties. Have different people reconcile statements and withdraw funds.
- Watch for checks cashed out of sequence or made out to cash as flags for embezzlement.
- Review activity for unexpected fluctuations such as the percentage of cash deposits to total deposit size. Most businesses will keep a constant average.
- Notify us immediately when an authorized signer's authority ends so that their name can be removed from account access.
- Obtain insurance coverage for bank account fraud risks.
- Watch out for imposters impersonating vendors or if an alleged vendor changes their payment instructions.
- Only send trusted employees to deliver checks or make deposits.

In addition, we recommend you use certain industry best practices such as dual custody. With dual custody, when one user initiates an action like a payment or a change in the set-up of a service, the action does not take effect until a second user approves the action using a different computer or mobile device.

Consequences if a business member does not implement the fraud prevention services, we recommend. If we have expressly recommended that you use a fraud prevention service or industry best practice and you either (a) decide not to implement or use the recommended service or industry best practice or (b) fail to use it in accordance with the applicable service description or our other applicable documentation, then you are responsible for all losses that could have been prevented or mitigated by correct use of the recommended service or best practice.

Verifying your identity with your mobile device and your wireless company. The Credit Union may collect, use, and retain personal or other information about you or your mobile device to assist in verifying your identity. We may rely on such information provided to us by your wireless company, and you authorize them to disclose:

- Your mobile number, name, address, email.
- Network status, member type, member role, billing type, mobile device identifiers (IMSI and IMEI), and other subscriber and device details to Credit Union and our service providers for the duration of the account relationship.

Review our Privacy Notice for how we treat your data. You represent that you're the owner of the mobile phone number or have the delegated legal authority to act on behalf of the mobile subscriber to provide this consent.

ELECTRONIC SERVICES, STATEMENTS, NOTICES, AND OTHER ACCOUNT INFORMATION

Electronic Services, Notices, etc.

We may provide electronic document services related to all disclosures, statements, notices, contracts or agreements, receipts, modifications or amendments, and all other documentation regarding your membership, accounts, transactions, or other business you have with us (collectively referred to as "documents" or "documentation"). You agree to receive such documentation electronically, agree and acknowledge that we may provide the documents electronically either by sending an e-mail with the text of the documents embedded in the text of the e-mail message, as an attachment contained within the e-mail, by posting such documents on our website or online banking service and mobile app, and receive notification that the documents have been so posted. Any e-mails returned to us as undeliverable, we may change our delivery mode to paper format, and you may be required to re-apply for our electronic delivery service and to update your e-mail address accordingly. You have the right to request and receive a paper copy of these documents if that right is provided under applicable law. You may also withdraw your consent and revoke your Agreement to receive the documents electronically. To request a paper copy or to revoke your consent, you may call us at 315-735-8571 or 800-735-8571, write to us at First Source Federal Credit Union, 4451 Commercial Drive, New Hartford, NY 13413.

Enrollment in, and use of, these electronic services does not relieve you of your duty to promptly examine your statements, checks, and other documentation for irregularities or discrepancies regarding your accounts in accordance with this Agreement and any other agreements you have with us.

e-Notices. You agree to receive electronically all notices regarding your membership, account(s), or services with us, whereby these notices will be e-mailed to you, sent electronically to, and made available on our online banking website, and mobile app.

You agree that we may stop sending electronic statements and send paper statements by mail if for any reason we believe electronic statements may not be received or are not accessible to any or all owners of the account.

Statements. We'll make available to you a statement of your account activity for each statement period, using the postal or email address associated with your account. We'll do the same with notices. If your delivery preference is electronic, we'll notify you by email that your statement or notice is available online. You must be at least 13 years old to receive online statements, unless parental consent has been provided in a format acceptable to us.

We'll send statements and notices to one owner of a jointly owned account, and you agree that owner is responsible for sharing copies of the information with all other owners. If you request that we send notices to an authorized signer, the authorized signer has the same responsibility. Online statements are available to each joint owner.

Your statement is considered received by you on the second business day after we mail it to you or, if your delivery preference is electronic, when it's available through online banking. You agree to this timing even if the postal or email address you provided us is invalid.

Checking accounts get a monthly account statement. Savings accounts generally get a quarterly account statement but will get a monthly statement if you set up automatic transfers into your savings account, have electronic fund transfer activity in the account, or have a combined statement for your checking and savings accounts.

If provided electronically, statements will be sent via an e-mail notice that will direct you to a site where you may access your statement as otherwise agreed. E-mails from us will be sent to the e-mail address provided by any owner. Statements will be provided to the fiduciary upon any trust, custodial or other fiduciary or representative account; and the requirements of this section will be binding on all parties in interest with regard to such accounts pursuant to such delivery.

Any person with online access to the primary account will also have online viewing capability to all the information on all other accounts on which they are an account owner.

Changing statement period and fee period for checking and non-IRA savings accounts. We may change the statement period and fee period assigned to your account without advance notice. If your account is dividend-bearing, these changes won't affect dividend calculations, but they may affect the date we post dividends to your account.

Check safekeeping and check image service. We don't return your physical paid checks in your statements. Instead, we make copies of your paid checks available online, by calling us, or at our branches.

When we provide a statement, we have made the check image available to you, even if we don't send originals or images with the statement. We'll destroy original checks after a reasonable period of time we determine. If for any reason we can't provide a copy of your check, we won't be liable for more than the face amount of the check. We cannot provide originals or images of checks that are sent to us as electronic transfers. Additionally, other banks may send us electronic images instead of original checks. In that case, we may provide a copy of the image, but not the original check.

Account statements or notices returned or undeliverable. Your account statements or notices will be considered unclaimed or undeliverable if:

- One account statement or notice is returned to us through the mail because of an incorrect address; or
- We notify you electronically that your account statement is available for online viewing, and we receive email notifications that our message is undeliverable.

In either event, we may:

- Discontinue sending account statements and notices, and
- Destroy account statements and notices returned to us as undeliverable.

We won't attempt to re-deliver account statements and notices to you until you provide us with a valid postal or electronic address.

Change of address. You agree to promptly notify us of any change to your postal or email address. We'll change your postal or email address within a reasonable time after you request it. Unless you instruct otherwise, we may change the postal or electronic address only for the account(s) you specify or for all or some of your other account(s) with us.

We may update your address in our records without a request from you if we identify a need to rely on another address you have provided us.

Your responsibility to review account statements and notices and notify us of errors. (Based on NYS UCC Laws) You are obligated to:

- Examine your account statement promptly and carefully.
- Notify us promptly of any errors.
- Notify us within 30 days after we have made your account statement available to you of any unauthorized check transaction and 30 days from your statement made available for non-electronic transactions on your account. Note: If the same person has made two or more unauthorized transactions and you fail to notify us of the first one within this 30-day period, we won't be responsible for unauthorized transactions made by the same wrongdoer.
- Notify us within six months after we have made your account statement available to you if you identify any unauthorized, missing, or altered endorsements on your checks or non-electronic transactions.

Consumer accounts only: Electronic fund transfers are subject to different time periods for notification of errors, as described in the "Electronic Funds Transfer Agreement and Disclosure – Reg E" section of this Agreement. Common examples of electronic fund transfers are ITM/ATM, debit card, and Bill Pay transactions.

Responsibility to notify us of errors. If you fail to notify us of any unauthorized transaction, error, or claim for a credit or refund within the time frames specified above, your account statement will be considered correct and we won't be responsible for any unauthorized transaction, error, or claim for transactions included in the applicable statement.

Unauthorized transactions.

A transaction is an unauthorized transaction when it's:

- Missing a required signature or other evidence showing you have authorized it, or
- Altered (for example, the amount of a check or the payee's name is changed).

You can notify us of errors on your account statements by promptly:

- Calling the telephone number listed on your account statement or in a notice, or
- Submitting a written report (if instructed by us) as soon as possible, but in any event within the specified time frames.

Actions we take when you report an unauthorized transaction: We investigate any reports of unauthorized activity on your account. After you submit a claim, we may require you to:

- Complete and return the claim form and any other documents we require,
- Ask that you Notify law enforcement (if you do not do so, we may do so if we may incur any loss or damage associated with the claim), and
- Cooperate fully with us in our investigation.

We can reverse any credit made to your account resulting from a claim of unauthorized transaction or error if you don't cooperate fully with us in our investigation or recovery efforts, or we determine the transaction was authorized.

Consumer accounts only: For specific information on unauthorized electronic fund transfers, see the “Electronic Funds Transfer Agreement and Disclosure – Reg E” on the Credit Union’s website or at any of our branch locations.

Adverse claims against your account. An adverse claim occurs when:

- Any person or entity makes a claim against your account or funds in your account,
- We believe a conflict exists between or among your account’s owners, or
- We believe a dispute exists over who has account ownership or authority to withdraw funds from your account.

In these situations, we may take any of the following actions without any responsibility or liability to you:

- Continue to rely on the documents we have on file for your account.
- Honor the claim against your account funds if we’re satisfied the claim is valid.
- Freeze all or a part of the funds in your account until we believe the dispute is resolved to our satisfaction.
- Close your account and send a check or other item for the available balance in your account payable to you or to you and each person or entity who claimed the funds.
- Pay the funds into an appropriate court and/or petition the court to resolve the dispute.

We also may charge you and/or any account you keep with us for our fees and expenses in taking these actions (including attorney’s fees and expenses, and court costs).

If you carry special insurance for employee fraud / embezzlement (Business accounts only). If you have special insurance for employee fraud/embezzlement, we may require you to file your claim with your insurance company before making any claim against us. In such event, we’ll consider your claim only after we have reviewed your insurance company’s decision, and our liability to you, if any, will be reduced by the amount your insurance company pays you.

Other Insurance (Business accounts only). If you make any claim that relates to a business account, you agree to pursue all rights you may have under any insurance coverage you maintain before making any claim against us in connection with any transaction involving your accounts. You will provide us with all reasonable information about your coverage, including the name of your carrier, policy number, policy limits and applicable deductibles. Any liability we may have to you is reduced by the amount of all insurance proceeds you receive or are entitled to receive. At our request, you agree to assign to us your rights under your insurance policy(ies).

Restricting access to your account. If we suspect any suspicious, irregular, fraudulent, unauthorized, dispute as to ownership or unlawful activities, we can prevent, delay or decline transactions, freeze all or some of the funds in any account with us that you keep or control, and otherwise restrict access to your account. We may take these actions in our sole discretion and without liability to you, but we are not obligated to take any such actions.

Converting accounts. We can convert your account to another type of deposit account (by giving you any required notice) if:

- You use it inappropriately or fail to meet or maintain the account’s requirements, including minimum balance requirements, or
- We determine an account is inappropriate for you based on your use, or
- We stop offering the type of account you have, or
- You use a personal account for business activities.

Sharing information about your account with others. Generally, if we don’t have your consent, we won’t share information about your account. However, we may share information about your account in accordance with our separately provided Privacy Notice.

Tax identification number certification requirements. U.S. Treasury regulations require us to determine the tax residency of all members and payees who could receive income that is reportable to the IRS. We accomplish this by obtaining a Form W-9 from all U.S. taxpayers and a type of Form W-8 from all foreign members.

- We use Form W-9 or a substitute equivalent to document U.S. tax residency and obtain a Taxpayer Identification Number (“TIN”) from the primary owner of each account. Until we have received the Form W-9 and TIN, we are required to apply backup withholding to any income earned.
- Foreign individuals (also referred to as nonresident aliens) and foreign entities document their tax residency outside the U.S. on the applicable type of Form W-8 or an acceptable substitute equivalent. That form also allows us to apply the correct withholding rate or exemption to your income earned in the U.S. If you don’t provide a valid type of Form W-8, we’re required to apply the 30% withholding rate, or in some cases, presume you’re an uncertified U.S. taxpayer subject to backup withholding on all income and gross proceeds regardless of whether or not it’s U.S. sourced.
- Accounts jointly owned by at least one foreign individual or entity must provide a Form W-8 (unless a TIN is provided) or Form W-9, as applicable, for all of the joint owners. **Still researching this internally.**
- Foreign individuals provide a Form W-8BEN. Foreign entities that are the beneficial owner of the income provide a Form W-8BEN-E unless they can make a special withholding exemption claim and instead provide either a Form W-8EXP or Form W-8ECI.
- Entities that act as intermediaries or flow-through entities receiving income on behalf of someone else provide a Form W-8IMY. In some cases, Form W-8IMY must also include a withholding statement that allocates the income to each of the beneficial owners and copies of the tax certification documentation for those underlying beneficial owners.

If you own your account as an individual or sole proprietor, upon your death, we must be provided with the estates or successor's IRS Form W-9 or Form W-8. If these are not provided, we may either refuse to pay interest earned on your account from the date of your death or apply backup withholding on the income earned after the date of your death.

Your tax responsibility. You're responsible for paying applicable state and local sales taxes on your account fees. These taxes vary by location. You also agree to pay an amount equal to any other applicable taxes, including backup withholding tax. We will charge you for all the foregoing taxes and amounts. You also agree to pay an amount equal to any other applicable taxes, including backup withholding tax.

Communications about your account.

Contacting you for servicing and collection: We may contact you by phone, text (short message service (SMS), email, or mail to service your account or collect amounts you owe us. You will provide us accurate and current contact information. We can contact you at any address, phone number, or email address you provide.

When you give us a phone number, you expressly consent that we (and any party acting on our behalf) may contact you by phone call or text message at that number. When we call you, you agree that we may leave prerecorded or artificial voice messages. You also agree that we may use automatic telephone dialing systems in connection with calls or text messages sent to any phone number you give us, even if the receiving number is a mobile phone or other service for which the party called may be charged. I further understand that I am not required to consent to receiving calls and/or SMS text messages as a condition of purchasing and/or obtaining any property, goods, or services, and may opt out of receiving autodialed calls and SMS messages at any time.

Communicating with authorized signers: We may provide you or an authorized signer with information about your account. When we receive information from an authorized signer, we treat it as a communication from you. You agree to notify us promptly in writing if an authorized signer no longer has authority on your account.

TERMINATION OR RESTRICTION OF ACCOUNTS/SERVICES and POLICY ON MEMBER/USER/VISITOR CONDUCT AND BEHAVIOR

Termination or Restriction of Account(s) and Service(s) and Standards of Conduct and Behavior: The Credit Union is committed to delivering exceptional products and services to members. To that end our employees are trained to handle interpersonal interactions effectively and to address any service issues with Credit Union members. The Credit Union's policies define the circumstances under which services may be limited for members who engage in "improper or abusive conduct;" and also address other circumstances where membership and/or services may be terminated or limited. The policy is not intended to restrict the rights and freedoms of any particular group or individual, but to protect Credit Union employees and members by addressing unacceptable conduct. You also understand and expressly agree that the Credit Union is a non-profit organization and that the rights addressed in this section are necessary to protect the Credit Union for the benefit of all members.

You may terminate your membership by giving us notice and complying with the policies and procedures of the Credit Union. Termination will not release you from any fees or obligations you owe us, those incurred in the process of closing your accounts or services or your liability on outstanding items or Transactions. You may terminate a single party account at any time by notifying us in writing. We have the right to require the written consent of all parties to a multiple party account for termination. You further agree that we can limit or terminate your membership rights, any account or service including any rewards program for cause based on any of the circumstances defined in this Agreement; without notice or further action. We, in our sole discretion, may terminate, limit or restrict, or change the terms, as we in our sole discretion deem appropriate, any of your account(s) or service(s), including but not limited to loan services, or place a freeze on any sums on deposit with us at any time without notice or require you to close your account(s)/service(s) and apply for a new account(s)/service(s) if: (1) there is a request to change the owners or authorized users; (2) there is a fraud/forgery or unauthorized use committed or reported; (3) there is a dispute as to ownership of any account or sum on deposit; (4) there are any share drafts that are lost or stolen; (5) there are returned unpaid items-Transactions not covered by an overdraft plan agreement with us or any abuse of any such plan per our assessment thereof; (6) there is any misrepresentation regarding any account(s) or service(s); (7) the Credit Union incurs any loss or believes it may incur any loss relating to any loan(s), account(s) or service(s) you have with us; (8) if we believe you have been negligent in protecting any access devices or codes; (9) we deem it necessary to protect the Credit Union from any risks or losses, or otherwise deem it to be in the best interests of the Credit Union, our members or our employees; (10) you breach any promise under this Agreement or any other agreements with us including but not limited to any default or other delinquency with regard to any loan or other agreements; (11) if bankruptcy or any other insolvency proceeding is filed by or against you, or if we otherwise deem you to be insolvent or incapable of meeting your obligations to us; (12) you refuse or fail to cooperate as provided in this Agreement; (13) you have an account that does not maintain a required par value for a membership account or any balance as to all other accounts; (14) you violate any Credit Union policy, procedure or standard or any law, regulation or rule; (15) if you participate or facilitate any transactions for another person who is prohibited from making transactions with us pursuant to applicable laws or Credit Union policy/procedure; (16) making unauthorized posting(s), defacing or removing notices or signs on Credit Union premises and/or social media sites without management authorization; (17) misappropriating Credit Union funds, property, or other material proprietary to the Credit Union; (18) deliberately or repeatedly violating security procedures or safety rules; (19) possessing, using, or being under the influence of illicit drugs on Credit Union premises; (20) engaging in use or possession of weapons of any kind on Credit Union premises

except for on-duty law enforcement officers or security officers; (21) any new US or other Country's laws, rules, regulations or other requirements make it impractical or impossible for the Credit Union to meet the requirements of such laws, rules, regulations or other requirements; (22) using one or more credit or debit cards to obtain cash and purchasing power we do not believe appropriate, using such devices to pay credit card balances with the proceeds of other cards, or using such devices in a manner we determine is primarily intended to abuse a rewards program; or (23) We reserve the right to determine if any account, loan or service is being maintained for a purpose other than day-to-day, primary use. Accountholders who persist in making transactions in a manner that we in our sole discretion determine to be a calculated solely in order to meet monthly qualifications for rewards or any incentives that we may offer, may have their accounts converted to a different account or closed altogether. We also reserve the right to convert an account to a different account if the account does not have consistent active use over consecutive Statement Cycles, which period we shall determine from time to time.

Expulsion from Membership. We may terminate your membership in the Credit Union in one of three ways. The first way is through a special meeting. Under this option, we may call a special meeting of the members, provide you an opportunity to be heard, and obtain a two-thirds vote of the members present at the special meeting in favor of your expulsion. The second way to terminate your membership is under a nonparticipation policy given to each member that follows certain requirements. The third way to terminate your membership is by a two-thirds vote of a quorum of the directors of the credit union for cause. Cause is defined as follows: (A) a substantial or repeated violation of the terms of your Membership Agreement with us; (B) a substantial or repeated disruption, including dangerous or abusive behavior, to the credit union's operations; or (C) fraud, attempted fraud, or a conviction of other illegal conduct that a member has been convicted of in relation to [us], including in connection with our employees conducting business on behalf of us.

Before the Board votes on an expulsion, we will provide written notice to your mail address (or email, if applicable) on record or personally provide the written notice. The Credit Union will provide the specific reasons for the expulsion and allow you an opportunity to rebut those reasons through a hearing if you choose. It is your responsibility to keep your contact information with us up to date, and to open and read notices from us. There is no right to an in-person hearing with the Board, unless the Board determines to invite you to appear before them. If you fail to request a hearing within 60 calendar days of receipt of the notice, you will be expelled.

You have the right to submit any complaints about your pending expulsion or expulsion to NCUA's Consumer Assistance Center if the complaint cannot be resolved with the credit union. We will confirm any expulsion with a letter with information on the effect of the expulsion and how you can request reinstatement. Expulsion or withdrawal from membership does not relieve a member of liability to the credit union; and we may demand immediate repayment of the money you owe to us after expulsion, subject to your agreements with us and applicable laws. You may request information on expulsion and a copy of our expulsion policy at any time, including the Credit Union's Bylaws on Expulsion.

Electronic banking privileges end when account is closed. All of your electronic banking privileges will be terminated if your account is closed. If you're enrolled in online banking, refer to the Online Access Agreement for specific terms governing online access to your account.

Notice on actions we may take upon termination as set forth above. We, on our own accord, may place a stop payment on any share draft, item or Transaction if we are notified or otherwise reasonably believe that any of the foregoing circumstances have occurred. If you do not accept any deposit or part of a deposit that we attempt to return after termination, then such deposit will no longer earn dividends. We are not responsible for any draft, withdrawal, item or Transaction after your account is terminated. However, if we pay any item after termination, you agree to reimburse us upon demand.

Joint accounts or services. If our application of the Credit Union's policies or the above remedies affects any accounts or services with multiple parties, we may require the party to whom the restrictions or termination is applied be: (1) removed; (2) the account be closed and then a new account may be reopened absent the affected party; or (3) the restrictions may be applied to the account or service. The Credit Union has no obligation to provide any specific information regarding the basis for taking action under this section to any other owners or parties.

Residence outside the U.S., its possessions or territories. We may require that all checking accounts and related services be closed or deactivated if you move your residence to a country or place outside the U.S., its possessions or territories. The Credit Union may close your checking account(s) and related services if you do not do so.

Limitations on account and services for members who reside in non-US countries or territories; or in certain US States. (For the laws of Non-US Countries or Territories) The Credit Union may limit, refuse, close or terminate any account or service if: (1) we deem it necessary due to legal/regulatory requirements of a foreign country that are not directly applicable to US residents; or (2) we deem it to be in the Credit Union's best interests to not provide accounts or services due to potential exposures or obligations under non-US laws, rules or regulations.(For Certain States as determined by the Credit Union from time to time) The Credit Union may also limit, refuse, close or terminate any account or service if: (1) we deem it necessary due to legal/regulatory requirements of a state in which we do not maintain a physical presence and/or provide services only to a limited number of persons residing in that state; or (2) we deem it to be in the Credit Union's best interests to not provide accounts or services due to potential exposures or obligations arising or related to the laws of a state where we do not maintain a physical presence.

Closing your account if the balance is zero or negative. Accounts with a zero or negative balance will continue to be charged applicable fees (like the monthly inactivity fee) until we close, or you request to close your account. We may close an account (except analyzed business accounts) with a zero or negative balance on the fee period ending date or at month end without prior notification to you. Once an account is closed (either by you or us), no fees will be assessed on the account.

- To prevent closure by us, an account with a zero or negative balance must have a qualifying transaction posted within 45 days from the date the account became negative.
- Examples of qualifying transactions are deposits and withdrawals made at a branch, ITM/ATM, online, mobile, or via telephone; one-time and recurring transfers made at a branch, ITM/ATM, online, mobile, or via telephone; automatic or electronic deposits, such as from payroll or government benefits; automatic or electronic payments, including Bill Pay; one time and recurring purchases or payments made using a card or mobile device; and checks paid from the account.
- Bank-originated transactions, like monthly service or other fees, are not considered qualifying transactions that will prevent closure of an account with a zero or negative balance.

This does not limit or impair our ability to close, restrict or terminate service as otherwise addressed herein.

Inactive or dormant accounts. If your account falls below any applicable minimum balance or you have not made any Transactions within the period of time specified in the Schedule, we may classify your account(s) as inactive. An account is generally only considered dormant when an applicable State law requires such classification (i.e., dormant or abandoned). Although having no obligation to do so, we reserve the right not to classify a particular account as either inactive or dormant if any owner thereof has other active accounts or services with us. You may be charged fees as set forth in the Schedule for inactivity, which is generally the failure to transact any business on an account for the period set for in the Schedule. Unless prohibited by applicable law, we further reserve the right to transfer your dormant account funds to a general Credit Union account and to suspend any further account statements.

RESOLVING DISPUTES – ARBITRATION (Consumer Accounts Only)

Arbitration between you and the Credit Union. If you have a dispute with us, we hope to resolve it as quickly and easily as possible. First, discuss your dispute with us. If a Credit Union employee is unable to resolve your dispute, you agree that either Credit Union or you can initiate arbitration as described in this section.

Definition: Arbitration means an impartial third party will hear the dispute between Credit Union and you and provide a decision. Binding arbitration means the decision of the arbitrator is final and enforceable. A dispute is any unresolved disagreement between Credit Union and you. A dispute may also include a disagreement about this Arbitration Agreement's meaning, application, or enforcement.

DISPUTES SUBMITTED TO ARBITRATION ARE NOT RESOLVED IN COURT BY A JUDGE OR JURY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, CREDIT UNION AND YOU EACH IRREVOCABLY AND VOLUNTARILY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY FOR ANY DISPUTE ARBITRATED UNDER THIS AGREEMENT.

Credit Union and you each agree to waive the right to a jury trial or a trial in front of a judge in a public court.

Aside from self-help remedies, this Arbitration Agreement has only one exception: Either Credit Union or you may still take any dispute to small claims court.

Arbitration is beneficial because it provides a legally binding decision in a more streamlined, cost-effective manner than a typical court case. But the benefit of arbitration is diminished if either Credit Union or you refuse to submit to arbitration following a lawful demand. Thus, the party that does not agree to submit to arbitration after a lawful demand must pay all of the other party's costs and expenses for compelling arbitration.

Neither Credit Union nor you will be entitled to join or consolidate disputes by or against others as a representative or member of a class, to act in any arbitration in the interests of the general public, or to act as a private attorney general. If any provision related to a class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is found to be illegal or unenforceable, the entire Arbitration Agreement will be unenforceable. If the Credit Union is providing you with more than one product or service, only some of which may be covered by the Arbitration Agreements Rule issued by the Consumer Financial Protection Bureau. The following provision applies only to class action claims concerning products or services covered by that Rule: The Credit Union agrees that neither the Credit Union nor anyone else will rely on this Arbitration Agreement to stop you from being part of a class action case in court. You may file a class action in court, or you may be a member of a class action filed by someone else. This provision does not apply to parties that entered into this Arbitration Agreement before March 19, 2018. This provision does not apply to products or services first provided to you before March 19, 2018, that are subject to an Arbitration Agreement entered into before that date. Finally, this provision does not apply to persons that are excluded from the Consumer Financial Protection Bureau's Arbitration Agreements Rule.

<p>Right to Opt Out: You may opt-out of this Arbitration Provision by calling us toll free at: 315-735-8571 or 800-735-8571, or by sending us a written notice to the address on page 2, which includes your name(s), account number(s), and a statement that you (both or all of you, if more than one) do not wish to be governed by the Arbitration Provision in your Account Agreement (the "Opt-Out Notice").</p>

To be effective, your written Opt-Out Notice must be: (1) sent to us by first class mail or certified mail, return receipt requested and (2) signed by you (or all of you, if more than one party to any relationship) including the information set forth above. We must receive your telephone call or written notice within forty-five (45) days after either: (i) the date this Arbitration Provision was first delivered or otherwise made available to you, in paper or electronic form, or (ii) the day you open your account, whichever is later. Your decision to opt out will not affect any other provision of your Membership and Account Agreement. If the Arbitration Provision of your Membership and Account Agreement has already been delivered or otherwise made available to you, amendments to your Membership and Account Agreement will not give you a new right to opt out of this Arbitration Provision, unless we amend a substantive clause of the Arbitration Provision. Opting out does not affect the above waiver of trial, joinder, and consolidation rights.

Applicable rules.

The Credit Union and you each agree that:

- The American Arbitration Association (AAA) will administer each arbitration and the selection of arbitrators according to the AAA's Consumer Arbitration Rules (AAA Rules).
- If there are any differences between the AAA Rules and this Arbitration Agreement, this Arbitration Agreement applies. If this Arbitration Agreement is in dispute, the arbitrator will decide whether it is enforceable.
- Credit Union and you are participating in commercial transactions involving the movement of money or goods among states.
- The Federal Arbitration Act (Title 9 of the United States Code) governs this Arbitration Agreement and any arbitration between the Credit Union and you. If the Act or any part of it is inapplicable, unenforceable or invalid, the state laws governing your relationship with the Credit Union govern this Arbitration Agreement.

Either the Credit Union or you may submit a dispute to binding arbitration at any time, regardless of whether a lawsuit or other proceeding has previously begun. For information on initiating arbitration, contact the AAA at 1-800-778-7879. Each arbitrator must be a licensed attorney with expertise in the laws applicable to the dispute's subject matter. The arbitrator will make a decision regarding the dispute based on applicable law, including any statutes of limitations. The arbitrator may award to either the Credit Union or you any award or relief provided for by law.

Fees and expenses.

Setting the fees/expenses: We will pay any costs that are required to be paid by us under the arbitration administrator's rules and procedures, and subject to applicable law. If the arbitrator rules in your favor on any claim presented, we will reimburse you for arbitration filing fees you have paid up to \$700.00. Please check with the arbitration administrator to determine the fees applicable to any arbitration you file.

Applying state law: The laws governing your account may limit the amount of fees and expenses you are required to pay in arbitration. Your arbitration fees and expenses will not exceed any applicable limits.

Paying for attorney/expert/witness fees: Unless applicable laws state otherwise, each party will pay its own attorney, expert, and witness fees. This rule applies no matter which party wins arbitration.

Additional dispute resolution. Credit Union or you each can exercise any lawful rights or use other available remedies to:

- Preserve or obtain possession of property,
- Exercise self-help remedies, including setoff rights, or
- Obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment, or appointment of a receiver by a court of competent jurisdiction.

RESOLVING DISPUTES – ARBITRATION (Business Accounts Only)

Arbitration between you and the Credit Union. If you have a dispute with us, we hope to resolve it as quickly and easily as possible. First, discuss your dispute with us. If a Credit Union employee is unable to resolve your dispute, you agree that either the Credit Union or you can initiate arbitration as described in this section.

Definition: Arbitration means an impartial third party will hear the dispute between the Credit Union and you and provide a decision. Binding arbitration means the decision of the arbitrator is final and enforceable. A "dispute" is any unresolved disagreement between the Credit Union and you. A "dispute" may also include a disagreement about this Arbitration Agreement's meaning, application, or enforcement.

Except as stated in "No waiver of self-help or provisional remedies" below, the Credit Union and you agree, at the Credit Union's or your request, to submit to binding arbitration all claims, disputes, and controversies between or among the Credit Union and you (and their respective employees, officers, directors, attorneys, and other agents), whether in tort, contract or otherwise arising out of or relating in any way to your account(s) and/or service(s), and their negotiation, execution, administration, modification, substitution, formation, inducement, enforcement, default, or termination (each, a "dispute"). **DISPUTES SUBMITTED TO ARBITRATION ARE NOT RESOLVED IN COURT BY A JUDGE OR JURY.**

TO THE EXTENT ALLOWED BY APPLICABLE LAW, CREDIT UNION AND YOU EACH IRREVOCABLY AND VOLUNTARILY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY FOR ANY DISPUTE ARBITRATED UNDER THIS AGREEMENT.

Aside from self-help remedies, this Arbitration Agreement has only one exception: Either the Credit Union or you may still take any dispute to small claims court.

Arbitration is beneficial because it provides a legally binding decision in a more streamlined, cost-effective manner than a typical court case. But the benefit of arbitration is diminished if either the Credit Union or you refuse to submit to arbitration following a lawful demand. Thus, the party that does not agree to submit to arbitration after a lawful demand by the other party must pay all of the other party's costs and expenses for compelling arbitration.

Class action or representative suit not permitted. The Credit Union and you agree that the resolution of any dispute arising pursuant to the terms of this Agreement will be resolved by a separate arbitration proceeding and will not be consolidated with other disputes or treated as a class. Neither the Credit Union nor you will be entitled to join or consolidate disputes by or against others as a representative or member of a class, to act in any arbitration in the interests of the general public, or to act as a private attorney general. If any provision related to a class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is found to be illegal or unenforceable, the entire Arbitration Agreement will be unenforceable.

Applicable rules. The Credit Union and you each agree that the arbitration will:

- Proceed in a location mutually agreeable to the Credit Union and you, or if the parties cannot agree, in a location selected by the American Arbitration Association (AAA) in the state whose laws govern your account.
- Be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the Credit Union and you.
- Be conducted by the AAA, or such other administrator as the Credit Union and you will mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000 exclusive of claimed interest, arbitration fees and costs in which case the arbitration will be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to, as applicable, as the "rules").

If there is any inconsistency between the terms hereof and any such rules, the terms and procedures set forth herein will control. Any party who fails or refuses to submit to arbitration following a lawful demand by any other party will bear all costs and expenses incurred by such other party in compelling arbitration of any dispute. Nothing contained herein will be deemed to be a waiver by the Credit Union of the protections afforded to it under applicable laws.

GENERAL PROVISIONS FOR RESOLVING DISPUTES THROUGH ARBITRATION
(for Consumer and Business Relationships)

Scope of Arbitration Coverage. Under the terms of these Arbitration Provisions, and except as set forth above, Claims (as defined below) will be resolved by individual (and not class-wide) binding arbitration in accordance with the terms specified herein, if you or we elect it. These provisions shall apply to any claim arising or relating to any Claim existing now or in the future and shall apply to existing and future accounts, loans and other Credit Union services.

"Claim." For purposes of this Arbitration Provision, the word "claim" means any dispute associated with or arising from any one or more savings, checking or other accounts you have with us, and the features and services provided in connection with it or them. Claim also includes collectively and separately, any services associated with any account. Further, "claim" shall include any loan or lending relationship with us as a borrower, co-borrower, guarantor, owner of collateral or third-party pledgor. A loan or lending relationship shall include any products or services obtained in connection with or arising from the lending relationship.

No waiver of self-help or provisional remedies. This arbitration requirement does not limit the right of the Credit Union or you to:

- 1) Exercise self-help remedies, including setoff or
- 2) Obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during, or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of either party to submit any dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in (1) and (2) above.

Arbitrator's qualifications and power. Any dispute in which the amount in controversy is \$5,000,000 or less will be decided by a single arbitrator selected according to the rules, and who will not render an award of greater than \$5,000,000. Any dispute in which the amount in controversy exceeds \$5,000,000 will be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. Each arbitrator will be a neutral attorney licensed in the state whose laws govern your account, or a neutral, retired judge in such state, in either case with a minimum of ten years' experience in the substantive law applicable to the subject matter of the dispute to be arbitrated. The arbitrator(s) will determine whether or not an issue is arbitrable and will give effect to the statutes of limitation in determining any claim.

In any arbitration proceeding the arbitrator(s) will decide (by documents only or with a hearing at the discretion of the arbitrator(s)) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for

summary adjudication. The arbitrator(s) will resolve all disputes in accordance with the substantive law of the state whose laws govern your account and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator(s) will also have the power to award recovery of all costs and fees, to impose sanctions, and to take such other action as deemed necessary to the same extent a judge could pursuant to the federal rules of civil procedure, the state rules of civil procedure for the state whose laws govern your account, or other applicable law. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy will not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

Discovery. In any arbitration proceeding, discovery will be permitted in accordance with the rules. All discovery will be expressly limited to matters directly relevant to the dispute being arbitrated and must be completed no later than 20 days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

Fees and expenses. The arbitrator will award all costs and expenses of the arbitration proceeding.

Additional rules for arbitration proceedings. To the maximum extent practicable, the AAA, the arbitrator(s), the Credit Union and you will take all action required to conclude any arbitration proceeding within 180 days of the filing of the dispute with the AAA. The arbitrator(s), the Credit Union or you may not disclose the existence, content, or results thereof, except for disclosures of information by the Credit Union or you required in the ordinary course of business, by applicable law or regulation, or to the extent necessary to exercise any judicial review rights set forth herein. If more than one agreement for arbitration by or between the Credit Union and you potentially apply to a dispute, the arbitration agreement most directly related to your account, or the subject matter of the dispute will be controlled. This arbitration agreement will survive the closing of your account or termination of any service or the relationship between the Credit Union and you.

The right to pursue claims in small claims court. Notwithstanding anything to the contrary, the Credit Union and you each retain the right to pursue in small claims court a dispute within that court's jurisdiction. Further, this arbitration agreement will apply only to disputes in which either party seeks to recover an amount of money (excluding attorneys' fees and costs) that exceeds the jurisdictional limit of the small claims court.

Arbitration location. Any arbitration will be held in the location of the Credit Union's principal offices as explained in the section below "Laws governing your account".

ADDITIONAL TERMS AND SERVICES

Laws governing your account. This Agreement, and your and our rights and obligations under this Agreement and any other relationships to which this Agreement applies, are governed, and interpreted according to federal law and New York State law, as the Credit Union's principal office is located at 4451 Commercial Drive, New Hartford, NY 13413. If state law and federal law are inconsistent, or if state law is preempted by federal law, federal law governs in all respects. Our web site, www.fsource.org, and the electronic services that we provide (excluding linked sites) are controlled by the Credit Union from its principal offices noted above. While you may choose to access our web site and electronic services from other locations, we make no representation that any information, materials, or functions included in our web site or via our electronic service are appropriate or authorized for use in other jurisdictions. Your access from other locations is made on your own initiative; and you are solely responsible for compliance with any applicable local laws and regulations. Section headings in this Agreement are for convenience of reference only. If any law or judicial ruling renders any term or condition of this Agreement unenforceable, the remaining terms and conditions shall remain in full force and effect. We reserve the right to waive enforcement of any of the terms set forth in this Agreement regarding any Transaction or series of Transactions. Any such waiver will not affect our right to enforce any of our rights with respect to any owner, user or other applicable person/party; or to enforce any of our rights with respect to other Transactions. Any such waiver shall not modify the terms and conditions of this Agreement.

Controlling language. English is the controlling language of our relationship with you, including the terms of this Agreement. Items you write such as checks or withdrawal slips must be written in English. For your convenience, we may, but are not obligated to (unless required by law), translate some forms, disclosures, and advertisements into another language, but if there's a discrepancy, the English version prevails over the translation.

Order of precedence between agreements. If a service we offer has a separate agreement, and there's a conflict between the terms of this Agreement and the separate agreement, the conflicting terms of the separate agreement will apply.

Legal process. Legal process includes any levy, garnishment or attachment, tax levy or withholding order, injunction, restraining order, subpoena, search warrant, government agency request for information, forfeiture or seizure, and other legal process relating to your account.

We may accept and act on any legal process we believe to be valid regardless of how and where it is served, including if process is served in locations, states, or jurisdictions other than where the account was opened or where the account, property, or records are located.

We may, but are not required to, provide notice of legal process relating to your accounts. We may comply with legal process even though it affects the interests of only one owner or authorized signer of a joint account.

Any fees, expenses (including attorney's fees and expenses), or losses we incur as a result of responding to legal process related to your account are your responsibility. We may charge these costs to you or any account you maintain with us.

Legal dispute location. Any lawsuit, claim, or other proceeding arising from or relating to your account or this Agreement, will take place exclusively in the state or federal courts without regard to conflict of laws principles. This includes enforcement of the Arbitration Agreement and entry of judgment on any arbitration award. The location for venue and jurisdiction shall be the location of the Credit Union's principal offices (noted on our website) where your account is maintained as explained herein.

Amendments and Changes. Changes to any account or account service requested by any member or account owner can only be made with the express consent of the Credit Union. The Credit Union, in its sole discretion, may: (1) change or modify any term or condition of this Agreement, including the method for determining dividends; (2) we may add new terms, conditions and requirements that we deem necessary or in the Credit Union's best interests; and (3) we may make operational changes. We may make all such amendments or changes as described at any time without notice except as expressly required by applicable law, and any change in the Agreement shall be effective at the earliest time allowed by applicable law. If applicable laws provide no express time period, then notice 10-days or more in advance of the effective date of any change shall be deemed sufficient.

Modification of invalid terms. Any term of this Agreement that is inconsistent with the laws governing your account will be excluded to the extent of such invalidity. The invalid term will be considered modified by us and applied in a manner consistent with such laws. Such modification won't affect the enforceability or validity of the remaining terms of this Agreement.

Timing of notices. Any notice you send us is effective once we receive it and have a reasonable opportunity to act on it.

Responsibilities and liabilities between Credit Union and you. We're responsible for exercising ordinary care and complying with this Agreement.

When we take an item for processing by automated means, ordinary care does not require us to examine the item. In all other cases, ordinary care requires only that we follow standards that don't vary unreasonably from the general standards followed by similarly situated financial institutions.

Except to the extent, we fail to exercise ordinary care or to comply with this Agreement, you agree to indemnify and hold us harmless from all claims, demands, losses, liabilities, judgments, and expenses (including attorney's fees and expenses) arising out of or in any way connected with our performance under this Agreement. This indemnification will survive termination of this Agreement.

We won't be liable for anything we do when following your instructions. In addition, we won't be liable if we don't follow your instructions if we reasonably believe that your instructions would expose us to potential loss or civil or criminal liability, or conflict with customary banking practices. In no event will either the Credit Union or you be liable to the other for any special, consequential, indirect, or punitive damages. The limitation doesn't apply where the laws governing your account prohibit it. We won't have any liability to you if your account does not have sufficient available funds to pay your items due to actions we have taken in accordance with this Agreement.

Circumstances beyond your control or ours may arise and make it impossible for us to provide services to you or for you to perform your duties under this Agreement. If this happens, neither the Credit Union nor you will be in breach of this Agreement. If we waive a right with respect to your account on one or more occasions, it does not mean we're obligated to waive the same right on any other occasion.

Your obligation to pay our fees. We're permitted to either directly debit your account or bill you for our fees, expenses and taxes incurred in connection with your account and any service. If the available funds in your account are not sufficient to cover the debit, we may create an overdraft on your account.

Virtual Currency. We do not accept accounts transacting in the form of any type of virtual currency (crypto-currency) services or transactions. We do not accept any type of virtual currency for loan payments or for payment of any other obligations to the Credit Union. Prohibited virtual currency transactions include but are not limited to: (i) wires (incoming/outgoing) (ii) ACH transactions (incoming/outgoing) (iii) privately owned ITM/ATMs dealing specifically with crypto-currency (iv) credit or debit card transactions. We may however allow US currency transactions to be exchanged with virtual currency brokers such as Coinbase, Gemini, etc. We may not be able to monitor or limit such transactions and you agree we have no responsibility to detect, block, or limit your transactions in virtual currencies should you choose to engage in such activity despite these prohibitions.

Monitoring. We monitor all members and transactions. If prohibited activity, suspicious activity and/or unsatisfactory account handling is detected, we will review the account and take action either by limiting services or closing the account.

Right to Reject, Delay or Suspend. We will not be obligated to honor, in whole or in part, (or may delay or suspend) any transaction or instruction which:

- Is not in accordance with any term or condition applicable to the relevant account;
- We reasonably believe may have been requested or issued without proper authority;
- Involves funds subject to a hold, dispute, restriction or legal process which we believe prevents withdrawal;

- We reasonably believe might violate the laws or regulations of the United States or any State, including without limitation, regulations of the Office of Foreign Asset Control (OFAC);
- Would violate any applicable provision of any risk control program of the NCUA or applicable rule or regulation of any other federal or state regulatory authority;
- Is not in accordance with any other requirement of our applicable policies, procedures or practices; or,
- We reasonably decline to honor for your or our protection.

You agree that any such action allowed above is a permissible under the terms of this Agreement and all laws and regulations applicable to the availability of funds held in deposit accounts and otherwise.

Natural disasters, pandemics or significant health concerns and other acts of God.

Force Majeure: Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental declarations, acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder. This clause shall continue to apply for a reasonable period of time after the cause addressed above has subsided sufficient to allow resumption of services.

Official Health Guidance: All Credit Union offices reserve the right to follow/implement official health guidance issued by governmental entities and/or health organizations which may include but are not limited to: Closure of Credit Union Offices; Social Distancing; Requiring the use of Personal Protective Equipment (masks, gloves, clear eye coverings or other requirements). These requirements may vary from office to office; and may change from time to time.

Face Masks/Coverings: For security reasons all face masks or other coverings are prohibited unless medically required. If a mask is medically required, members/non-members, contractors and staff, will be asked to temporarily remove it for proper identification before assistance may be provided and completing a transaction. If you feel you cannot remove your mask temporarily for identification in the branch you may use the Credit Union's Drive-Thru as an alternative. You will be required to remove your mask temporarily while in the drive-thru for identification purposes. We reserve the right to have you remove your face mask during video conferencing sessions. We will also consider any requests for special appointments where your identity can be verified before entering Credit Union property.

Sharing information with other persons, co-borrowers, co-signers/guarantors, owners of collateral pledged and others. You hereby consent and agree that we may share any information regarding your obligations with us or collateral pledged to secure any obligations you owe to the Credit Union with the persons listed in this subsection if we receive a request which we in good faith believe to be related to any such obligations, refinancings, sales, trades, transfers, exchange or Transactions. Also, you consent and agree that we may provide pay-off or payment information to persons or entities who seek to make payments on your behalf, including potential "pay-offs". This may include account numbers and information necessary to process payments.

Access to Third Parties: When you give another party access to your accounts or account information you understand and agree that we have no liability or obligation for any errors, claims or losses of any type of nature whatsoever relating to any transactions initiated as a result of your relationship with that third party, including any claims or losses that may arise from any access to your accounts or personal information.

Third Parties: To expedite the matters herein for your benefit, you agree that we can rely on the representations made to us by a third party, and our duties to you hereunder do not require us to investigate or document a request for such information.

Powers of attorney. You agree that regardless of any laws, rules or regulations we may in our sole discretion refuse to honor or accept a power of attorney to open, close, deposit, or make Transactions on any account or to supply endorsements on checks or any other items or to take any other action with respect to an account, loan or other service. The Credit Union may allow a third person acting as your attorney-in-fact to make Transactions regarding your account(s) or conduct other business on your behalf without any liability to you, pursuant to a Power of Attorney, but have no obligation to do so. You agree that we have no obligation to verify the scope, authenticity, and validity of any Power of Attorney presented to us. If we accept the Power of Attorney, the Credit Union has no duty to inquire as to the use or purpose of any transaction(s) by your attorney-in-fact, and may restrict or refuse account access, withdrawals and Transactions.

You further agree we may require that a Power of Attorney be registered with the appropriate recording authorities. We may restrict the types or amounts of Transactions we permit an attorney-in-fact to conduct. We may require a separate form for each account or service for which you want to grant power of attorney. If your agent or attorney-in-fact does not present the original form, we may either accept or refuse to honor any power of attorney you grant and with no liability to you. If we accept a power of attorney, we may continue to recognize the authority of your agent or attorney-in-fact until we receive written notice of revocation from you and have had a reasonable time to act on it.

We within our discretion may not recognize a power of attorney that originated outside of New York State and reserve the right to request and review additional documentation to authenticate and honor transactional powers being granted

You agree to indemnify and hold the Credit Union harmless for accepting and/or honoring any power of attorney, or copy thereof, which we accept in good faith and believe to be valid and authorized by you.

Costs, expenses and attorneys' fees ALL ACCOUNTS / SERVICES. All owners of account(s) or service(s) with us agree, jointly and severally, to pay us for all costs and expenses, including attorneys' fees we may incur: (1) If it is necessary for us to bring any legal or other action to collect any sum you owe the Credit Union; (2) If we incur any costs or expense as a result of any order or instruction received from any owner or any owner's agent under this Agreement, any adverse claim, legal process; your failure to comply with any obligation in this Membership Agreement or otherwise; (3) If we incur any expense as a result of any dispute, adverse or inconsistent claims; (4) If we bring any action contemplated in this Agreement; (5) If we successfully defend any claim against the Credit Union brought by any owner, agent, personal representative, executor, heir or other party in interest brought via any formal or informal process (including but not limited to arbitration or mediation) involving your accounts or services with us; or (6) If we deem it necessary to seek the advice or opinion of legal counsel or other professionals regarding the bona fides or legality of any transaction(s) to/from your accounts or involving any services with us, or any request for information or documentation regarding any of your accounts and/or services with us. If you are responsible to pay us any costs of collection or legal expenses incurred in collecting any amount you owe; in enforcing or protecting our rights under this Agreement or otherwise; or as provided in this subsection, including but not limited to costs of repossession, repair, appraisal, and all other costs or expenses, you agree to pay us the actual amount of such costs and expenses together with reasonable attorneys' fees. In the case of any collection action, you agree that 20% of the unpaid balance or such greater sum as may be appropriate based on the circumstances shall be a reasonable amount, unless applicable law specifically provides otherwise. Further, you agree to pay the Credit Union an additional sum for any costs, legal expenses or attorneys' fees incurred in any appellate, bankruptcy or post-judgment proceedings, except as limited or prohibited by applicable law. Any costs, expenses or fees hereunder will be paid from any of your account(s) with the Credit Union before payment to any owner or other party. If the amounts in your account(s) are not sufficient, then the owner(s) of the affected account(s) or parties to any applicable services will immediately pay any difference.

Telephone requests; recording data/communications and consent to communications from the Credit Union.

You agree that funds in any account(s) with us can be transferred, upon the telephone request of any signer on the account, to another account with us. Furthermore, we reserve the right to refuse to execute any telephone request or other order. You consent that any communications by any means with us or our affiliates may be monitored and recorded. When you access any services, we offer/provide including online and mobile banking to conduct transactions, the information you enter may also be recorded. By providing telephone number(s) to us, now or at any later time, you authorize us and our affiliates and designees to contact you regarding your account(s) with the Credit Union and its affiliates at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP (Voice over IP) - or other wireless phone number, or by sending prerecorded messages or text messages, even if charges may be incurred for the calls or text messages.

System Requirements. In order to enroll in our electronic document delivery service or on-line banking services, you must be able to receive, view, and print (or otherwise retain), the documents involved. As such, you must have an electronic device that has access to the Internet, and use of a browser that supports SSL and Cookies. Additionally, many of our documents, including periodic statements, will be sent to you in a PDF format. Minimum system requirements are subject to change without notice as the technology changes. The exact system requirements will be disclosed to you on our website, on the on-line banking website, or on our mobile app at the time you enroll in the service. By enrolling in, and using the electronic services, you are asserting that your system meets these requirements and that you are capable of receiving, viewing, and retaining the documents involved. If you discover that you are not receiving such documents, you must contact us immediately. We will not be liable for any failure to deliver the documents if you do not notify us of such failure, or if the failure is due to your computer hardware, software, or other equipment, or due to other circumstances beyond our control.

System Disruptions. You understand and agree that such electronic services may occasionally be unavailable for short periods of time due to system maintenance or other reasons. We will not be liable for any delay that this may cause, and you are ultimately responsible for conducting your transactions in a timely manner with regard to your banking and bill-paying needs. In the unlikely event that our electronic services become unavailable for a prolonged period of time, you understand and agree that you still have access to the Credit Union and your account(s) in the traditional manner (i.e., in person, by mail, telephone, or check-writing), and we will not be liable to you if you fail to use these means to conduct your business with us.

Security Safeguards. Even if you enroll in on-line banking, our mobile app, bill pay or our electronic document delivery service, we may from time to time require certain transactions to be made in-person or we may require verification or authentication of your identity for security purposes before a transaction or other business with us may be initiated, processed, or completed. You agree and understand that this is for the protection of us and you and is intended to safeguard your personal information and all funds held in or by the Credit Union, and to help prevent Identity Theft and bank fraud. You agree that we will not be liable for any delay in, or prevention of, any transaction or business conducted by you due to these security measures.

With Joint Account Owners and Other Parties to the Transaction. If you have a joint deposit account or loan account, or if you enter into a transaction or account with us that requires a guarantor or a third-party owner of pledged collateral, you specifically agree to allow us to share and disclose information pertaining to those accounts with all your joint owners and other such persons described herein. By agreeing to involve these persons in your accounts and transactions, you acknowledge and agree that you are waiving your right to privacy in this regard and that it is

understood that each of you will see each other's personal, non-public information that would otherwise be held in confidence.

Errors and Omissions. Upon the request of the Credit Union, you agree to: (1) furnish and execute any documents required by the Credit Union to verify the truth and accuracy of any information provided by you in connection with this Agreement, any other agreement with the Credit Union; (2) execute any document that should have been signed at or before this Agreement or any other agreement with the Credit Union, execute any document that was incorrectly drafted; or (3) furnish any documents required by the Credit Union in connection with this Agreement or any other agreement with the Credit Union. We may close membership if all account opening required documents are not provided to us within ten (10) days.

Pet/Animal Policy. Although we have no formal policies in place that restrict members from bringing animals/pets into our branch locations we do reserve the right to deny a member the right to bring an animal/pet onto our premises. The Credit Union does comply with the Americans with Disabilities Act (ADA) regarding allowing service animals to be allowed with members whose disability require the aide and guidance of the service animal. The ADA defines "service animal" as "any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition." We will not ask about the nature or extent of a person's disability, but we reserve the right to make inquiries to determine whether an animal qualifies as a service animal.

We also reserve the right to ask an individual with a disability to remove a service animal from the premises (as allowed per the ADA) if: (1) the animal is out of control and the animal's handler does not take effective action to control it; or (2) the animal is not housebroken.

GLOSSARY

These terms govern the interpretation of the above Agreement.

ACH	The Automated Clearing House Network
ACH debit entry	An electronic instruction requesting the withdrawal of funds from your account through ACH.
ACH transaction	A deposit or payment transferred to or from your account through an ACH.
Authorized signer	A person who has actual or apparent authority to use your account even if they have not signed the account application.
"Authorized User" and "Authorized Use"	Means any person who has actual, implied or apparent authority, or to whom any owner has at any time given any information, access device or documentation that enables such a person to access, withdraw, make transactions to or from your accounts, or to use any of your account services. Suggestion: If you have a joint owner on an account that has any access to the joint account (online or otherwise) you understand that this owner or authorized user may access all accounts and services associated with the account and all other accounts having the same account prefix (i.e., account number and all suffixes associated with said account number). If you authorize anyone to use your access devices that authority shall continue until you specifically revoke such authority by notifying the Credit Union in writing or as required by applicable laws. If we or any of our agents contact you regarding any transaction(s) and you verify the transaction(s) you agree we may rely on your verification; and that any such transaction(s) shall be deemed authorized by you. If you fail to maintain the security of these access codes and the Credit Union suffers a loss or otherwise makes a determination that the Credit Union is at risk for potential loss, we may terminate any or all of your account services immediately. This definition is intended to be construed broadly and includes without limitation all users acting under a written document such as a power of attorney as well as any person or entity that is authorized to make deposits or debits to or from your accounts with us. An authorized signer may stop payment on an item they have drawn or otherwise ordered, but may not close any account(s) or terminate any services without the owner's specific written consent.
Available balance	Our most current record of the amount of money available for your use or withdrawal. For more information, refer to the "Overdraft Privilege Disclosure" located on our website at www.fsource.org .
Business account	Any deposit account, other than one of Credit Union's business deposit accounts, which isn't established and kept for personal, family, or household purposes. Common examples of ownership include an individual acting as a sole proprietor, a partnership, a limited partnership, a limited liability partnership, a limited liability company, a corporation, a joint venture, a nonprofit corporation, an employee benefit plan, or a governmental unit including an Indian tribal entity.
Business day	Every day except Saturday, Sunday, and federal holidays.

Card	Every type of debit card and ITM/ATM card we may issue.
Collected balance	The ending daily balance in your account after all credits and debits have posted, minus deposited items that have not yet been collected from the originating financial institution. The collected balance is the balance on which interest is calculated for all interest-bearing checking accounts and for all savings accounts.
Consumer account	Any deposit account which is established and kept for personal, family, or household purposes and isn't intended for business use. A consumer account can be owned by one or more individuals.
Direct deposit	An automatic electronic deposit of your salary, pension, Social Security, or other regular income deposited through the ACH network to your Credit Union deposit account by your employer or an outside agency.
Endorsement	A signature, stamp, or other mark on the back of a check to transfer, restrict payment, or make the signer responsible for the check.
Item	Any order, instruction, or authorization to withdraw or pay funds or money from or to an account. Examples include a check, draft, money order, ACH, wire transfer, Bill Pay, other electronic transfer, ITM/ATM withdrawal, teller withdrawal, debit card purchase, and fee.
Overdraft	An available balance of less than \$0.00 in your account.
Returned item / non-sufficient funds (NSF)	A term used to indicate when an item presented for payment is returned unpaid because the available balance in your deposit account is less than the amount of the item when presented.
Shares	For the purpose of your pledge to secure your obligations to the Credit Union, our common law right of set off, and otherwise, "share(s)" mean all deposits in any share savings, share draft, club, share certificate, P.O.D., revocable trust or custodial GG account(s), whether jointly or individually held -- regardless of contributions, that you have on deposit now or in the future, all of which are deemed "general deposits," for the purpose of your pledge. Your pledge does not include any I.R.A., Keogh, tax escrow, irrevocable trust or fiduciary account in which you do not have a vested ownership interest.
Statement period:	The dates of your statement period are located on your account statement, which provides you with a record of all transactions posted during that period. Statement periods can be of varying length, including monthly, quarterly, semi-annual, or annual.
Transaction or transaction	Means any deposit, order, transfer, payment, purchase via POS transaction or otherwise, withdrawal or other instruction relating to any account or account service provided by the Credit Union.
VoIP (Voice over IP)	VoIP solutions aimed at businesses have evolved into unified communications services that treat all communications—phone calls, faxes, voice mail, e-mail, web conferences, and more—as discrete units that can all be delivered via any means and to any handset, including cellphones.