



**United Heritage**  
Credit Union

512.435.4545 903.597.7484 800.531.2328 UHCU.ORG

**Terms and Conditions of Your Account**

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## **TERMS AND CONDITIONS OF YOUR ACCOUNT**

**IMPORTANT ACCOUNT OPENING INFORMATION** - Federal law requires us to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances, we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law. Failure to provide required information, identification or documentation may result in a denial of your membership application, a restriction of your services, or closure of your account.

**IDENTIFICATION** - At any time while you hold an account with us, we may ask for valid identification to conduct transaction(s), receive account information or provide account information. We have the right to refuse a transaction, refuse to release account information to you, or refuse to update or change account information if you do not provide valid, acceptable identification.

**AGREEMENT** - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully. If you sign the membership application/account card, open or continue to have the account with us, you agree to be bound by these rules, that you received your Truth In Savings (TIS) disclosures, and that you are bound by the TIS terms and rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. You agree to the rates and fees schedules. If you have any questions, please call us.

This agreement is subject to applicable federal laws and the laws of the state of Texas (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document.

As used in this document the words “we,” “our,” and “us” mean the financial institution and the words “you” and “your” mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account or the activities of the account. The headings in this document are for convenience or reference

only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular. "Party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent.

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

**LIABILITY** - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. This includes liability for our costs to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees. Liability for any charges or funds owed on this account extends to any and all other accounts owned by you jointly or individually at this financial institution. Any amounts due may be withdrawn from said account(s) to satisfy your liability. Withdrawal may take place from funds on deposit and/or funds received by us on your behalf through direct deposit, including but not limited to payroll, government pension, social security, and IRS tax refund.

**DEPOSITS** - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually verify and record them. We will verify, treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next following business day that we are open.

**WITHDRAWALS** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs in the space designated for signatures on the signature card may

withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person signing the signature card to indorse any item payable to you or your order for deposit to this account or any other transaction with us. We may charge your account for a check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us, by any method we do not specifically permit, which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. Even if we honor a nonconforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing the account. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later. See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts for which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal.

**OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Each time you change your account by adding/removing a service or adding/removing joint account holders, a new account agreement is completed. Each time your agreement is updated, it is your responsibility to ensure you have selected the desired account designation and appropriately listed 'Payable On Death' designees, if any. In the event your selection or intent is unclear or incomplete, United Heritage may have to interpret and/or clarify your selection or intent. United Heritage's interpretation may use other documentation. If designation is not made United Heritage will assume 'Multiple Party Account with Rights of Survivorship' on all multiple party accounts. You agree that United Heritage, its agents and employees, shall not be liable or responsible for any and all claims arising out or attributed to, directly or indirectly, the acts of United Heritage, its agents, or employees, including but not limited to, interpreting the account designation or Payable on Death designees and disbursing the account funds as determined appropriate and you personally shall indemnify and hold United Heritage and its agents and employees harmless from all suits, actions or claims of any character, type or description brought or made for or on accounts of any losses, injuries or damages arising out of, or occasioned by the acts of United Heritage, its agents or employees, arising from interpreting the account designation or Payable on Death designees and disbursing the account funds.

**SINGLE-PARTY ACCOUNT WITHOUT "P.O.D." (PAYABLE ON DEATH)**

**DESIGNATION** - The party to the account owns the account. On the death of the party,

ownership of the account passes as a part of the party's estate under the party's will or by intestacy.

**SINGLE-PARTY ACCOUNT WITH "P.O.D." (PAYABLE ON DEATH) DESIGNATION -**

The party to the account owns the account. On the death of the party, ownership of the account passes to the P.O.D. beneficiaries of the account. The account is not a part of the party's estate. We make no representation concerning the legal consequences or effect of any POD designation, and you understand that you should consult with your attorney if you have any questions regarding the validity or effectiveness of any such POD designation for any purpose.

**MULTIPLE-PARTY ACCOUNT WITHOUT RIGHT OF SURVIVORSHIP -**

The parties to the account own the account in proportion to the parties' net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of a party, the party's ownership of the account passes as a part of the party's estate under the party's will or by intestacy. We make no representation concerning the legal consequences of survivorship rights and you understand that you should consult applicable law or consult with your attorney if you have any questions regarding the validity, effectiveness, fitness or lack of a survivorship designation for any purpose.

**MULTIPLE-PARTY ACCOUNT WITH RIGHT OF SURVIVORSHIP -**

The parties to the account own the account in proportion to the parties' net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of a party, the party's ownership of the account passes to the surviving parties. We make no representation concerning the legal consequences of survivorship rights and you understand that you should consult applicable law or consult with your attorney if you have any questions regarding the validity, effectiveness, or fitness of a survivorship designation for any purpose.

**MULTIPLE-PARTY ACCOUNT WITH RIGHT OF SURVIVORSHIP AND "P.O.D." (PAYABLE ON DEATH) DESIGNATION -**

The parties to the account own the account in proportion to the parties' net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of the last surviving party, the ownership of the account passes to the P.O.D. beneficiaries. We make no representation concerning the legal consequences or effect of any POD or survivorship designation, and you understand that you should consult with your attorney if you have any questions regarding the validity, effectiveness, or fitness of any such P.O.D. or survivorship designation for any purpose.

**TRUST ACCOUNT -**

The trust entity is the owner of the account and the funds, and the designated trustees, according to applicable trust documents and our executed trust documents may withdraw funds, complete transactions, and complete account activity as allowed by this agreement and applicable trusts documents. A beneficiary may not withdraw funds from the account. Trustees to the trust may change according to applicable trust documents. Ownership of the trust passes as designated in the applicable trust documents. The trust is not a part of the grantor's estate or the trustee's estate and

does not change ownership under the grantor's or trustee's will or by intestacy. The trust documents govern the ownership of the funds in the account, the trustees that have right to act on behalf of the trust and the beneficiaries of the trust.

**ASSOCIATION AND ORGANIZATION ACCOUNTS** - At our option, we may allow an account in the name of an association or an organization upon such terms and conditions, as we may establish from time to time. In the event that we permit the opening of such an account, and if you establish an association or organization account, you agree to provide us with such documentation as we may require. You agree that we may rely upon the signature of any person authorized to transact business on behalf of any such association or organization and that any such authorization shall continue in effect until we receive written notice from you and give written acknowledgment of the receipt of the revocation thereof. We shall not be liable for any loss occasioned by the fraud, negligence, or misapplication of funds on the part of any officer, director, employee or agent of any such association or organization. You and any person authorized to sign on the account agree to save, indemnify, defend, and hold us harmless from any claim, demand, suit, or other charge by any person arising out of or resulting from the establishment, maintenance, and transaction of any business related to the association or organization and any account established for the association or organization.

**BUSINESS ACCOUNTS** - At our option, we may allow an account in the name of including but not limited to a business, corporation, limited liability partnership, partnership, or other legal entity upon such terms and conditions, and upon such membership requirements as we may establish from time to time. In the event that we permit the opening of such an account, and if you establish or are authorized to act on behalf of such an entity, you agree to provide us with such documentation as we may require. You agree that we may rely upon the signature of any person authorized to transact business on behalf of any such an entity and that any such authorization shall continue in effect until we receive written notice from you or other authorized parties and give written acknowledgment of the receipt of the revocation thereof. We shall not be liable for any loss occasioned by the fraud, negligence, or misapplication of funds on the part of any officer, director, employee or agent of any such entity. You and any person authorized to sign on the account agree to save, indemnify, defend, and hold us harmless from any claim, demand, suit, or other charge by any person arising out of or resulting from the establishment, maintenance, and transaction of any business related to the entity and any account established for the entity. Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. We may require the governing body of the legal entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the legal entity.

**STOP PAYMENTS** - You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. To be effective, your stop-payment order must precisely identify the number, date and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

**TELEPHONE TRANSFERS** - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Other account transfer restrictions may be described elsewhere.

**AMENDMENTS AND TERMINATION** - We may change our bylaws and any term of this agreement. Rules governing changes in rates are provided separately. For other changes we will give you reasonable notice in writing or by any other method permitted by law. We may close this account if your membership in the credit union terminates, or by giving reasonable notice to you and tender of the account balance personally or by mail. At our option, we may suspend your rights to member services if you violate the terms of this agreement. You must keep us informed, in writing, of your current address at all times. Notice from us to any one of you is notice to all of you. We may change our bylaws and any term of this agreement at any time.

**STATEMENTS** - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

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

You further agree that if you fail to report any unauthorized signatures, alterations, forgeries, or any other errors in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day

limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

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

**DIRECT DEPOSITS** - If, in connection with a direct deposit plan, we deposit any amount in an account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**DEPOSIT VERIFICATION** - If you make a deposit and we subsequently determine that the amount of the deposit initially credited was incorrect, we may correct any such error and make corresponding adjustments to your account.

**RIGHT TO REFUSE DEPOSIT** - You agree, at our discretion, we have the right to refuse any deposit, limit the amount of any deposit, accept all or any part of a deposit, accept all or any part of a deposit for collection only, or return part or all of any deposit.

**TRANSACTION VERIFICATION** - If you make or complete a transaction and we subsequently determine that the amount of the transaction initially completed on your account or the amount of funds provided to you was incorrect, we may correct any such error and make the corresponding adjustments to your account.

**ENDORSEMENTS** - You agree you are responsible for the proper endorsement of any item deposited in or cashed against your account. You agree you are liable for any loss we incur as a result of your failure to endorse an item or your improper endorsement of an item.

**RIGHT TO REPAYMENT OF INDEBTEDNESS** - You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account or any and all other accounts owned by you jointly or individually at this financial institution any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we charge the account, including any balance the due date for which we properly accelerate under the note.

In addition to these contract rights, we may also have rights under a "statutory lien." A "lien" on property is a creditor's right to obtain ownership of the property in the event a debtor defaults on a debt. A "statutory lien" is one created by federal or state statute. If federal or state law provides us with a statutory lien, then we are authorized to apply,

without prior notice, your shares and dividends to any debt you owe us, in accord with the statutory lien.

Neither our contract rights nor rights under a statutory lien apply to this account if: (a) it is an Individual Retirement Account or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), (c) the debtor's right of withdrawal arises only in a representative capacity, or (d) the debt is created by a home equity loan. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any and all claims that may arise as a result of us exercising or attempting to exercise our right to repayment.

**RESTRICTIVE LEGENDS** - We are not required to honor any restrictive legend on checks you write unless we have agreed in writing to the restriction. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000.00."

**PAYMENT ORDER OF ITEMS** - The law permits us to pay items (such as debit card transactions and checks) drawn on your account in any order. To assist you in handling your account with us, we are providing you with the following information regarding how we process the items that you write or authorize. When processing items drawn on your account, our policy is to pay them in the following manner:

- Debit card transactions – Transactions are processed in the order in which they are received
- Checks or drafts – Checks/ Drafts are processed in check number order, duplicate check numbers are paid in the order received, and check numbers with leading zeros are paid first
- ACH – The smallest dollar amount items are paid first

The order in which items are paid is important if there are not available funds in the available balance in the account to pay all of the items that are presented. If an item is presented without sufficient funds in your available balance to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). See our Courtesy Pay Policy. The amounts of the overdraft and NSF fees are disclosed within our fee schedule. We encourage you to make careful records and practice good account management. This will help you to avoid conducting transactions without sufficient funds and incurring the resulting fees.

**PLEDGES** - Unless we agree otherwise in writing, each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.

**ACH AND WIRE TRANSFERS** - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution

or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit. You agree we may require all wire requests be submitted in writing and may require advance notice of wire requests. You agree to any security procedures we deem appropriate to complete a wire transfer transaction.

**SIGNATURES** - You authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us regardless of by whom or by what means the facsimile signature(s); imprinted signature(s) by mechanical devices, or other methods of authentication that may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. Additionally, you authorize us to accept your facsimile signature, imprinted signature(s) by mechanical devices, or other methods of authentication on other account related documents used for account updates, changes or other account requests or adjustments.

**ELECTRONIC RECORDS** - You agree that we maintain account records and documents by optical imaging and electronic storage verses in their original condition. The electronic copy of the original serves as the original document for all purposes, including admissibility in evidence as an original document and/or record for any reason.

**YOUR ACCOUNT OWNERSHIP AND CONTACT INFORMATION** - You agree to keep your account information confidential, up to date, and accurate. It is your sole responsibility to ensure that your contact information with United Heritage Credit Union is current and accurate.

**ELECTRONIC COMMUNICATION** - To discuss your accounts with us, you must provide a phone number and an email address. By providing a phone number, you grant United Heritage Credit Union permission to contact you via call and text messages regarding all your United Heritage Credit Union accounts, including for account servicing and collection purposes. Text messages may be sent at any time, containing important information about your account activity, notifications, and updates. Additionally, you grant United Heritage Credit Union permission to send automated, prerecorded, or artificial-voice non-marketing calls and text messages to the provided number. The frequency of messages will vary based on your account's needs. Standard message and data rates may apply. Reply "HELP" to any text message for more information or assistance. Reply "STOP" to opt out of SMS communications from UHCU. Upon receiving your opt-out request, we will promptly remove you from our SMS distribution list. Please allow up to 48 hours for processing. For more details, please review our Privacy Policy at [www.uhcu.org/privacypolicy](http://www.uhcu.org/privacypolicy).

Please notify us promptly if your contact information changes. By providing an email address, you also grant United Heritage Credit Union permission to send email messages using an automatic emailing system for commercial or transactional purposes.

**POWER OF ATTORNEY** - You agree that we shall be under no obligation to recognize, accept and/or honor any power of attorney that authorizes someone to deal with your account on your behalf. We may opt to recognize, accept and/or a power of attorney authorized by you, that is legally enforceable under applicable law, if the document clearly and specifically authorizes activity on your behalf, except that we will not accept the use of a power of attorney to effect changes to any beneficiary designations. In the event we accept, recognize and/or honor a power of attorney from someone to act as your authorized agent, you agree to indemnify us from any and all claims that may arise against us because of reliance on your power of attorney.

**REDUCTION, WITHDRAWAL OR DENIAL OF SERVICES** - You agree and understand it is our policy that any member that causes us a financial loss, makes known their intent to cause us a financial loss, whether through loan default, non-payment of fee(s), or other means, or in the event that any member is abusive or behaves in an inappropriate manner toward our staff or another member(s), is subject to the reduction, withdrawal or denial of our services on any account that the member has an ownership interest or signer authority.

**CREDIT REPORTS/THIRD PARTY REPORTS** - You authorize us to check your credit and employment history and to utilize the information obtained to consider your membership and services application now and/or in the future. We may report information about your savings, checking and loan accounts to credit bureau or other reporting agencies. Late payments, missed payment, or other defaults on your accounts may be reflected on your credit report or with other reporting agencies. If you believe that information we have reported or may report to a credit bureau or other agency is inaccurate or incomplete, please notify us in writing at United Heritage Credit Union, Attn: Asset Recovery, P.O. Box 1648, Austin, TX 78767. Include your name, address, home telephone number and account number and identify the information you believe is incorrect. If your notification relates to an incident of identity theft, we will require a copy of your identity theft report filed with law enforcement authorities.

**LEGAL FEES** - You agree that we have the right to deduct from your account any and all charges and costs, including attorney fees, in connection with actions required, including but not limited to responses, appearances and document production pursuant to subpoenas, court orders, garnishments or other instruments of the legal process, as allowed by law.

**IDENTIFICATION POLICY** - We maintain a Member Identification Program (MIP), as required by the USA PATRIOT Act. MIP consists of verifying the identity of any member seeking to open an account, maintaining records of the information used to verify identity, using both unexpired government issued documents and non-documentary verification methods, determining whether the member appears on any government lists provided to United Heritage by federal agencies and acting accordingly MIP requires that every individual and authorized signer provide a name, date of birth, address and taxpayer identification number prior to opening an account.

We take reasonable steps to verify the information received. The following types of primary identification are acceptable in current, non-expired, valid condition: Texas State Drivers License, Texas State Identification Card, Active/Retired Duty Military ID, Passport, US Government ID, Texas National Guard (TNG) Reserve ID, and Valid Out of State Drivers License or Identification Card. You authorize us to request and use your credit history and credit reports when considering any request to open an Account or for related financial services. Additionally, we may require valid ID or identifying information be provided for the completion of any transaction.

**COMMON FEATURES BYLAW REQUIRMENTS** - You must complete payment of one share in your Share Savings account as a condition of admission to membership and other services.

**Transaction limitation:** We reserve the right to at any time require not less than seven days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D.

**Sub Account Classification:** Your Account consists of a transaction sub account and a savings sub account. Funds not routinely needed to pay debits may be transferred to a savings sub account. We may periodically transfer funds between these two sub accounts. If your Account is a Plan on which interest is paid, your interest calculation does not change. Otherwise, the savings sub account is non-interest bearing. The savings sub account will be governed by the rules governing our other savings accounts indicated within the Withdrawals Section of your Account Agreement. This process does not affect your available balance, the interest you may earn, NCUA insurance protection, your monthly statement, or any other features of this Account.

**Dispute Resolution:** If we suspect that fraudulent activity is or has taken place on an Account, or we are notified that a party to an Account has died or is incompetent to manage his or her affairs, we may restrict withdrawals from the Account until we are satisfied that any obligation we may have at law and under this Agreement has been met or until any such dispute, suspected fraudulent activity, or probate matter has been resolved to our satisfaction. You agree that we may recover any attorney's fees or costs expended in connection with the forgoing, and that these fees are payable by deduction from the account subject to the issue, any other account in which you have an ownership interest or directly by you.

**Account Address:** You agree to notify us in writing immediately when your mailing address changes. You agree that we will not change a mailing address on an Account without notice from a party to the Account.

**Nature of dividends** - Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period. (This disclosure further explains the dividend feature of your non-time account(s).)

**National Credit Union Share Insurance Fund** - Member accounts in this credit union are federally insured by the National Credit Union Share Insurance Fund.

**Please refer to our separate fee and rate schedules for additional information about charges and rates on the disclosed accounts.**

## ARBITRATION AND CLASS ACTION WAIVER

You and the Credit Union agree that we shall attempt to informally settle any and all disputes arising out of, affecting, or relating in any way to your accounts, or the products or services the Credit Union has provided, will provide or has offered to provide to you, and/or any aspect of your relationship with the Credit Union (hereafter referred to as the "Claims"). If that cannot be done, then we agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Class Action Waiver provision ("Arbitration Agreement"), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at [www.adr.org](http://www.adr.org); or, a copy of the Rules can be obtained at any branch upon request. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO HAVE A JURY RESOLVE THE DISPUTE AND YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT). This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf. This Arbitration Agreement shall not apply to actions that are initiated in or transferred to small claims court or a comparable court of limited monetary jurisdiction, so long as they are prosecuted individually.

- Selection of Arbitrator. The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules, and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, and if you and we do not agree on a substitute forum, then you can select the arbitration forum for the resolution of the Claims.
- Effective Date. This Arbitration Agreement is effective when it was provided to you at the time you opened an account with us.
- Arbitration Proceedings. The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The Arbitrator shall be entitled to award the same remedies that a court can award, including injunctive relief. The
- Arbitrator shall follow the law and shall not be entitled to make errors of law. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes,

the arbitrator's award is not subject to review by the court and it cannot be appealed; provided, however, that either party may appeal to any Court with jurisdiction to the extent the arbitrator makes an error of law. The Credit Union shall pay for any filing, administration, and arbitrator fees imposed on you by the AAA (or the applicable arbitration forum). However, you will be responsible for your own attorneys' fees. The Arbitrator shall be entitled to award attorneys' fees and costs if provided for under applicable law. Nothing contained in this Arbitration Agreement shall prevent either you or us from applying to any court of competent jurisdiction for emergency provisional relief, such as a temporary restraining order, a temporary protective order, an attachment or any other pre-judgment remedies.

- Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety shall be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.
- Class Action Waiver. ANY ARBITRATION OF A CLAIM SHALL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.
- Severability. In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, then the remaining provisions shall remain fully enforceable.