



MEMBERSHIP AND ACCOUNT AGREEMENT

This Agreement covers your rights and responsibilities concerning your accounts and the rights and responsibilities of the Credit Union providing this Agreement (Credit Union). In this Agreement, the words “you,” “your,” and “yours” mean anyone who signs an Account Card, Account Change Card, or any other account opening document. The words “we,” “us,” and “our” mean the Credit Union. The word “account” means any one (1) or more share or other accounts you have with the Credit Union. The words “**Access Device**” mean any card, electronic access device and/or any codes, passwords or personal identification numbers (PIN) that we issue to allow you to access and/or use any account or other services. With regard to online or internet transactions an access device shall also include any computer, smart-phone or other hardware used to make or process a transaction

Your account type(s) and ownership features are designated on your Account Card. By signing an Account Card, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any Account Card, the Funds Availability Policy Disclosure, Truth-in-Savings Disclosure, Electronic Funds Transfer Agreement and Disclosure, Privacy Notice and Disclosure or any Account Receipt accompanying this Agreement, the Credit Union's bylaws and policies, and any amendments to these documents from time to time that collectively govern your membership and accounts.

1. MEMBERSHIP ELIGIBILITY— To join the Credit Union, you must meet the membership requirements, including purchase and maintenance of the minimum required share(s) (“membership share”) as set forth in the Credit Union's bylaws. You authorize us to check your account, credit, and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request.

2. INDIVIDUAL ACCOUNTS— An individual account is an account owned by one (1) member (individual, corporation, partnership, trust or other organization) qualified for Credit Union membership. If the account owner dies, the interest passes, subject to applicable law, to the account owner's estate or Payable on Death (POD) beneficiary/payee or trust beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death and to any security interest or pledge granted by the account owner, and subject to our statutory lien rights.

3. JOINT ACCOUNTS— A joint account is an account owned by two (2) or more persons.

a. Rights of Survivorship. Unless otherwise stated on the Account Card, a joint account includes rights of survivorship. This means when one (1) owner dies, all sums in the account will pass to the surviving owner(s). For a joint account without rights of survivorship, the deceased owner's interest passes to his or her estate. A surviving owner's interest is subject to the Credit Union's statutory lien for the deceased owner's obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

b. Control of Joint Accounts. Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature of any other owner(s). Any owner may withdraw or transfer funds, pledge to us all or any part of the shares, or stop payment on items without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the



right to require written consent of all owners for any change to or termination of an account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners to act. We reserve the right to require written consent of any or all of the account owners, for any transaction(s) which we deem unusual, or for any change to, termination or closure of a joint account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend all account activity and freeze all funds on deposit or terminate the account and require a court order or written consent from all owners to act.

c. Joint Account Owner Liability. If an item deposited in a joint account is returned unpaid, a joint account is overdrawn, or if we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of the indebted owner, including all funds in the joint account, regardless of who contributed the funds. We may issue ATM or Debit Cards or devices to any account owner who requests them. All account owners are jointly and severally liable for all account activity related to such transaction devices regardless of which owner(s) holds the Card(s) and regardless of which owner initiated or benefited from the Card transaction(s).

d. Change of Ownership. If you wish to add a joint owner to your account at any time, we reserve the right to require you to execute new account documentation to reflect the new joint owner(s) and provide us with such information and documentation regarding the new joint owner(s) as we may request, including but not limited to (a) the new joint owner(s) personal and taxpayer information, and (b) the new joint owner(s) signature. You understand and agree that all such new account owners shall be subject to Credit Union membership eligibility inquiries to determine such persons' employment history, credit history and to obtain information concerning any accounts with other institutions, including the acquisition of consumer credit reports. You agree to obtain any necessary authorization for such inquiries from such proposed new joint owners, and you agree to indemnify and hold the Credit Union harmless from and against any loss, cost or damage sustained by the Credit Union related to the making of such inquiries. The Credit Union reserves the right to refuse to allow an individual to be added as a new joint owner to your account, and the Credit Union may require that an existing joint owner be removed from your account without prior notice for any reason deemed necessary by the Credit Union for the protection of the Credit Union or any member of the Credit Union.

4. POD/TRUST ACCOUNT DESIGNATIONS— A Payable on Death (POD) account or trust account designation is an instruction to the Credit Union that an individual or joint account so designated is payable to the owner(s) during his, her or their lifetimes and, when the last account owner dies, is payable to all surviving POD or trust beneficiaries/payees. Upon the death of the last account owner, if there is more than one (1) surviving beneficiary/payee, the account is owned jointly by such beneficiaries/ payees without rights of survivorship. Any POD or trust beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs). We are not obligated to notify any beneficiary/payee of the existence of any account nor the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law. This paragraph does not apply to an account held on behalf of or in the name of a trust. You agree that in the event of any conflict or ambiguity with respect to the existence or identity of the POD beneficiaries/payees associated with an account, the decision of the credit union as to the identity of the POD beneficiaries/payees shall be final and not subject to contestation. In the event that one or more of the named POD beneficiary/payee(s) is a minor (as determined by Colorado law), we shall have the right to withhold disbursement of the account funds until (a) we receive verification satisfactory to us in our sole and absolute discretion regarding the identity and legal



authority of the adult(s) acting as Guardian(s) or Conservator(s) for the named minor POD beneficiary(s)/payee(s), and (b) the adult acting as Guardian or Conservator has executed and/or provided such documentation as may be requested by the credit union. We also have the right to require a written indemnity in a form acceptable to the Credit Union, as a condition precedent to disbursing funds to anyone on behalf of a named minor POD beneficiary/payee.

5. ACCOUNTS FOR MINORS—We may require any account established by a minor to be a joint account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may pay funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. We will not change the account status when the minor reaches the age of majority unless the change is authorized in writing by all account owners.

6. UNIFORM TRANSFERS/ GIFTS TO MINORS ACCOUNT—A Uniform Transfers/Gifts to Minors Account (UTTMA/UGMA) is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The minor to whom the gift is made is the beneficiary of the custodial property in the account. The custodian has possession and control of the account for the exclusive right and benefit of the minor and, barring a court order otherwise, is the only party authorized to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction. If the custodian dies, we may suspend the account until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawal. Upon a minor for whom a UTTMA/UGMA account is maintained achieving the age of 21 years, the custodian is solely responsible for remitting possession and control of the account, or the funds in the account, to such emancipated minor. The Credit Union has no responsibility to monitor the account or make any such disbursement, and specifically reserves the right to refuse to allow any disbursement of funds without specific written instruction from the custodian.

7. AGENCY DESIGNATION ON AN ACCOUNT—An agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or Credit Union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent.

8. DEPOSIT OF FUNDS REQUIREMENTS—Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with the requirements set forth in the Truth-in-Savings disclosure. Deposits made by mail, at night depositories or at unstaffed facilities are not our responsibility until we receive them. We reserve the right to refuse or to return any deposit.

a. Endorsements. We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one (1) or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft, or item that is payable to two (2) or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft, or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement, we may require endorsement as set forth on the item. Endorsements must be made on the back of the check or draft within 1 ½ inches of the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.



b. Collection of Items. We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any midnight deadline limits.

c. Restrictive Legends. Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include “two (2) signatures required,” “void after 60 days,” or “not valid over \$500.” We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restriction or limitation.

d. Final Payment. All items or Automated Clearing House (ACH) transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items or ACH transfers and impose a return item charge on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or funds transfer.

e. Direct Deposits. We may offer preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You may be required to authorize direct deposits or preauthorized transfers by filling out a separate form. You may be required to notify us at least thirty (30) days in advance to cancel or change a direct deposit or transfer option. 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. Upon a bankruptcy filing, unless you cancel the authorization, we will continue applying payments from direct deposits in accordance with your original authorization with us. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

f. Crediting of Deposits. Deposits made after the deposit cutoff time and deposits made on either holidays or days other than our business days will be credited to your account on the next business day.

g. Large Currency Transactions. The Bank Secrecy Act (a Federal Law) requires the completion and filing of a Currency Transaction Report (CTR) for any large currency transaction. Specific information is required to fill out the CTR. The member must provide proper identification and the appropriate information or the transaction will not be completed.

h. Reliance. The Credit Union and its employees have no ability to make any representation or warranty of any kind regarding the character, validity or authenticity of any item submitted to the Credit Union for deposit. You agree not to request any Credit Union staff member to comment on the character, validity or authenticity of any deposit item, and you agree not to rely on any such comments that may at any time be made by any Credit Union staff member. Additionally, you agree to indemnify and hold the Credit Union harmless from any loss, cost or damage incurred by you or the Credit Union stemming from any item which you deposit.

i. 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.

j. Multiple Payees. Unless any check, 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" shall be deemed 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 using the word "and" shall be deemed payable in the alternative).

k. Returned Deposits / Rejected Deposits / Reclamations. The credit union reserves the right to reject any item presented for deposit. In the event that a deposit item has been returned or rejected, or a reclamation is presented on your account, the credit union may charge a fee as described in the Credit Union fee schedule. Additionally, if the credit union receives any form of notice of a pending or imminent reclamation of deposited funds, the Credit Union shall have the right to place a hold on funds sufficient to satisfy the estimated amount of the pending or imminent reclamation until the reclamation is either released or otherwise withdrawn.

l. Reservation of Rights. The Credit Union reserves the right to refuse to accept any item presented for deposit, and you agree to hold the Credit Union harmless in that regard

9. ACCOUNT ACCESS—

a. Authorized Signature. Your signature on the Account Card authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any check or draft that appears to bear your facsimile signature, even if it was made by an unauthorized person. You authorize us to honor transactions initiated by a third person to whom you have given your account number, even if you do not authorize a particular transaction.

b. Access Options. You may withdraw or transfer funds from your account(s) in any manner we permit (e.g., at an automated teller machine, in person, by mail, Internet access, automatic transfer, or telephone, as applicable). We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any loss we incur handling such a check or draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney.

c. Credit Union Examination. We may disregard information on any check or draft other than the signature of the drawer, the amount, and any magnetic encoding. You agree we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

d. Electronic or Digital Signature. You consent and agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action while using any electronic service we offer; or in accessing or making any transactions regarding any agreement, acknowledgment, consent, terms, disclosures or conditions constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to the validity of your electronic or digital signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and the Credit Union.



e. Powers of Attorney. The Credit Union may allow a third person acting as your attorney-in-fact to make transactions regarding your account(s), pursuant to a Power of Attorney, but you agree that the Credit Union has no obligation to do so. Additionally, in the event that more than one Attorney-in-Fact is named in a presented Power of Attorney, you agree that we have the right to accept instructions from any named Attorney-in-Fact, and that we have no obligation to track dual signatures or otherwise verify that all named Attorney(s)-in-Fact have authorized a transaction or instruction. You agree that we may in our discretion refuse to honor any Power of Attorney presented to us for any reason permitted by law. You also agree that we may rely upon a submitted Power of Attorney and 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(s)-in-fact, and we may restrict or refuse account access, withdrawals and transfers. Additionally, you agree that the Credit Union has no obligation to determine the duration of any Power of Attorney or the qualifications of the named Attorney(s)-in-Fact. It is the sole responsibility of the account owner(s) to notify the Credit Union to remove POA access to an account once an accepted Power of Attorney is no longer necessary or appropriate. Further, you agree that as a condition precedent to accepting a Power of Attorney we may request: **(a)** an Agent's Certification under penalty of perjury in a form deemed acceptable to the Credit Union of any factual matter concerning the Principal, the Agent, or the Power of Attorney; **(b)** an English translation of the Power of Attorney if the Power of Attorney is not legible or contains, in whole or in part, language other than English; and/or **(c)** an opinion of legal counsel selected by the Credit Union as to any matter of law concerning the Power of Attorney. You agree to reimburse the Credit Union for all costs and expenses, including attorneys' fees, we incur to obtain such legal opinion or otherwise handle or process any Power of Attorney that you submit to the Credit Union, and you agree to indemnify us for any loss or other expense we incur from our acceptance and reliance upon your Power of Attorney.

f. Internet Access. Our web site and the electronic services that we provide (excluding linked sites) are controlled by the Credit Union from its principal offices located in Colorado. 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. In the event that you elect to access our web site or services from other locations outside of the State of Colorado you agree that such contacts and communications are made on your own initiative; and that you are solely responsible for ensuring compliance with any applicable local laws and regulations.

g. Selection of Products and Services. The Credit Union shall at all times retain the right to modify its products and services in the sole and absolute discretion of the credit union, and to offer certain targeted products and services only to certain selected portions of the credit union membership to whom such products and services are deemed appropriate. Notwithstanding the foregoing, any credit union member may apply for any credit union product or service at any time. Additionally, in the event that a particular product or service is discontinued by the credit union, the credit union also reserves the right to provide a replacement product or service that in the judgment of the credit union most closely matches the discontinued product or service.

10. ACH & WIRE TRANSFERS— Except as amended by this Agreement, electronic fund transfers we permit that are subject to Article 4A of the Uniform Commercial Code will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the Credit Union is located. We may execute certain requests for an electronic fund transfer by Fedwire. Fedwire transactions are subject to Federal Reserve Board Regulation J. You may order an electronic fund transfer to or from your account. We will debit your account for the amount of the electronic fund transfer and will charge your account for any fees related to the transfer. Unless we agree otherwise in writing, we reserve the right to refuse to execute any



order to transfer funds to or from your account. We are not obligated to execute any order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. We are not liable for errors, delays, interruptions, or transmission failures caused by third parties or circumstances beyond our control, including mechanical, electronic, or equipment failure. We will not provide you with next day notice of ACH transfers, wire transfers, and other electronic payments credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received. If we fail to properly execute a payment order, and such action results in a delay in payment to you, we will pay you dividends or interest for the period of delay as required by applicable law. The dividends or interest paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period. Payment orders we accept will be executed within a reasonable time of receipt but may not necessarily be executed on the date they are received. Cut-off times may apply to the receipt, execution and processing of fund transfers, payment orders, cancellations, and amendments. If a request for a fund transfer, payment order, cancellation, or amendment is received after a cut-off time, it may be treated as having been received on the next fund transfer business day. Information about any cutoff times is available upon request. From time to time, we may need to suspend processing of a transaction for greater scrutiny or verification in accordance with applicable law, and this action may affect settlement or availability of the transaction. When you initiate a wire transfer, you may identify the recipient and any financial institution by name and by account or identifying number. The Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or identifying number, even if the number identifies a different person or financial institution. Any account owner may amend or cancel a payment order, even if that person did not initiate the order. We may refuse any request to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request that we accept to amend or cancel a payment order will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order. We may require you to follow a security procedure to execute a payment order or certain electronic fund transfer transactions. We will notify you of any such security procedures, and you agree that our security procedures are commercially reasonable.

11. ACCOUNT RATES AND FEES— We pay account earnings as set forth in the Trust and Savings Disclosure. We assess fees against your account as set forth in the Fee Schedule. We may change the Truth in Savings Disclosure or the Fee Schedule at any time and will notify you as required by law.

12. TRANSACTION LIMITATIONS—

a. Withdrawal Restrictions. We will pay checks or drafts, permit withdrawals, and make transfers from available funds in your account. The availability of funds in your account may be delayed as described in our Funds Availability Policy Disclosure. We may also pay checks or drafts, permit withdrawals, and make transfers from your account from insufficient available funds if you have established an overdraft protection plan or, if you do not have such a plan with us, in accordance with our overdraft payment policy.

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





b. Transfer Limitations. We may limit the dollar amount or the number of transfers from your account. Please consult your Truth-in-Savings Disclosure or your Electronic Funds Transfer Agreement and Disclosure.

c. Over-The-Counter Check Presentation. You also agree that as a condition precedent to honoring any item drawn against your account(s) that is presented for payment over-the-counter (in-person or otherwise), we shall have the right to request and require a fingerprint, thumbprint or other verification information from the individual(s) presenting the item(s), and you agree to indemnify and hold us harmless from any claims associated with our refusal to honor any such item(s) when the individual(s) presenting such item(s) refuse our requests.

d. Check Printing. The Credit Union approves the vendor(s) listed in the Schedule for check printing due to their high standards. Other companies that provide check printing services may not meet the high standards of our approved vendor(s) or may print terms or limitations that we do not agree to on such checks. You acknowledge and understand that the Credit Union strongly recommends using only approved check vendors for check printing to safeguard against losses or problems resulting from printing errors and to reduce the risk of theft of account numbers or other private account information. You acknowledge and agree that we have no responsibility or liability to you whatsoever, and you agree to indemnify us from any loss, cost or damage in whole or in part 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). Regardless of the identity of the vendor you elect to use for your check printing it is solely your responsibility to immediately review and verify the accuracy of all information contained on any checks printed by a third party prior to use of those checks.

13. CERTIFICATE ACCOUNTS— Any time deposit, term share, share certificate, or certificate of deposit account allowed by state law (certificate account), whichever we offer, is subject to the terms of this Agreement, the Truth-in-Savings Disclosure and Account Deposit Receipt for each account, the terms of which are incorporated herein by reference.

14. OVERDRAFTS—

a. Payment of Overdrafts. If, on any day, the available funds in your share or deposit account are not sufficient to pay the full amount of a check, draft, item, transaction, or other item posted to your account plus any applicable fee ("overdraft"), we may pay or return the overdraft. The Credit Union's determination of an insufficient available account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one (1) review of the account required. We do not have to notify you if your account does not have sufficient available funds to pay an overdraft. Your account may be subject to a charge for each overdraft regardless of whether we pay or return the overdraft. Except as otherwise agreed in writing, if we exercise our right to use our discretion to pay an overdraft, we do not agree to pay overdrafts in the future and may discontinue covering overdrafts at any time without notice. If we pay an overdraft or impose a fee that overdraws your account, you agree to pay the overdrawn amount in accordance with your overdraft protection plan or, if you do not have such a plan, in accordance with our overdraft payment policy.

b. Order of Payments. Checks, drafts, transactions, and other items may not be processed in the order that you make them or in the order that we receive them. We may, at our discretion, pay a check, draft, or item, and execute other transactions on your account in any order we choose. The order in which we process checks, drafts, or items, and execute other transactions on your account may affect the total amount of overdraft fees that may be charged to your



account. Please contact us if you have questions about how we pay checks or drafts and process transfers and withdrawals.

15. POSTDATED AND STALEDATED DRAFTS— You agree not to issue any check or draft that is payable on a future date (postdated). If you do issue a check or draft that is postdated and we pay it before that date, you agree that we shall have no liability to you for such payment. You agree not to deposit checks, drafts, or any other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account that is presented more than six (6) months past its date, but we may do so at our option.

16. STOP PAYMENT ORDERS—

a. Stop Payment Order Request. Any owner may request a stop payment order on any check or draft drawn on the owner's account. To be binding, the order must be in writing, dated and signed, and must accurately describe the check or draft, including the exact account number, the check or draft number, and the exact amount of the check or draft. This exact information is necessary for the Credit Union's computer to identify the check or draft. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it. If we recredit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or the holders of the check or draft, and to assist us in any legal action. The Credit Union shall not be responsible or liable for failing to stop payment of any check or other instrument, if the instrument has been modified or issued in such a way that prevents the Credit Union from being able to reasonably identify or track the instrument.

b. Duration of Order. Oral stop payment orders which will lapse within fourteen (14) calendar days unless confirmed in writing within that time. Written stop payment orders are effective for six (6) months and may be renewed for additional six (6) month periods by requesting in writing that the stop payment order be renewed within a period during which the stop payment order is effective. We are not required to notify you when a stop payment order expires.

c. Liability. Fees for stop payment orders are set forth in the Fee Schedule. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages, or claims related to our refusing payment of an item, including claims of any joint account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

d. Certified/Credit Union Issued Items. The Credit Union has no obligation to honor a stop payment request pertaining to a certified or Credit Union issued item. However, under certain conditions the Credit Union may effectuate such a request. Such conditions may include but are not limited to: a) your purchasing a lost instrument bond; b) your executing and providing to the Credit Union a declaration of loss form satisfactory to the Credit Union; and c) your providing such other assurances to the Credit Union as the Credit Union may request. In the event that the Credit Union accepts a stop payment request on a certified or Credit Union issued item, that stop payment is subject to being lifted at the Credit Union's discretion and to waiting such period of time as the Credit Union may require before reissuing or recrediting the funds.



17. CREDIT UNION LIABILITY—If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if: (1) your account contains insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; (4) your account funds are subject to legal process or other claim; or (5) your account does not meet our membership requirements as set forth in this Agreement. We also reserve the right to deny liability related to any transaction when we determine that your own actions or omissions to act substantially contributed to the incurrence of the claim or loss. We will not be liable for consequential damages, except liability for wrongful dishonor. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict regarding what you and our employees say or write will be resolved by reference to this Agreement. In the event that a conflict or ambiguity arises between the terms of your signature card, your historical account documentation, your transaction documentation and any other documentation that we may receive or have in our possession related to you or your account(s), you agree that the Credit Union shall have the right to interpret such documentation or information in the manner deemed the most logical and appropriate by the Credit Union under the circumstances, and that the decision and interpretation of the Credit Union in that regard shall be final and binding upon you and all third parties, and shall not be subject to review or contestation.

18. CHECKS OR DRAFTS PRESENTED FOR PAYMENT IN PERSON— We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft, and we shall have no liability for refusing payment.

19. REMOTELY CREATED CHECKS OR DRAFTS— For purposes of this paragraph, "account" means a transaction account, credit account, or any other account on which checks or drafts may be drawn. A remotely created check or draft is a check or draft created by someone other than the person on whose account the check or draft is drawn. A remotely created check or draft is generally created by a third party payee as authorized by the owner of the account on which the check or draft is drawn. Authorization is usually made over the telephone or through on-line communication. The owner of the account does not sign a remotely created check or draft. In place of the owner's signature, the remotely created check or draft usually bares a statement that the owner authorized the check or draft or bares the owners printed or typed name. If you authorize a third party to draw a remotely created check or draft against your account, you may not later revoke or change your authorization. It is your responsibility to resolve any authorization issues directly with the third party. We are not required to credit your account and may charge against your account any remotely created check or draft for which the third party has proof of your authorization.

20. PLEDGE/ STATUTORY LIEN— Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principle residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account(s) for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. Federal or state law (depending on whether we have a federal or state charter) gives us a lien on all shares and dividends and all deposits and interest, if any, in accounts you have with us now and in the future. Except as limited by state or federal law, the statutory lien gives us the right to apply the balance



of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you.

Your pledge and our statutory lien rights will allow us to apply the funds in your account(s) to what you owe when you are in default, except as limited by state or federal law. If we do not apply the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply the funds in your account(s) to the amount you owe us at a later time. The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security. By not enforcing our right to apply funds in your account to your obligations that are in default, we do not waive our right to enforce these rights at a later time. Any collateral pledged by you at any time as security for any of your loan obligations to us (excluding real estate loans) shall also serve as collateral to secure payment of any and all other liabilities or obligations which you now or in the future may owe to us until we agree in writing to release our security interest on such loan collateral. This cross-collateral right of the Credit Union shall also extend to any and all additions, accessions, attachments, improvements, accessories, repairs, replacements or substitutions to such pledged collateral. If we receive a garnishment or levy on any of your accounts, you agree that the Credit Union may offset any amount subject to garnishment or levy against any indebtedness that you may now or hereafter owe to the Credit Union. Additionally, you agree that the Credit Union may assess your account a reasonable fee as set forth in the fee schedule to compensate the Credit Union for the cost of processing the garnishment or levy.

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

22. ACCOUNT INFORMATION— Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure complies with the law or a government agency or court order; or (4) you give us written permission.

23. NOTICES—

a. Name or Address Changes. You are responsible for notifying us of any address or name change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We may require all name and address changes to be provided in writing or submitted through another secure method as determined by the Credit Union. If we attempt to locate you, we may impose a service fee as set forth in the Fee Schedule.

b. Notice of Amendments. Except as prohibited by applicable law, we may change the terms of this Agreement at any time. We will notify you of any change in terms, rates, or fees as required by law. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to future enforcement.

c. Effect of Notice. Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is deposited in the U.S. mail, postage prepaid, and addressed to you at your statement mailing address. Notice to any account owner is considered notice to all account owners.



d. Electronic Notices. If you have agreed to receive notices electronically, we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.

24. TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING – Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If (a) you fail to provide your correct TIN to us or meet other requirements associated with your TIN certification, (b) we find that the TIN you provided is incorrect, or we suspect the TIN you provided to us is incorrect and you fail to provide us with satisfactory documentation verifying your TIN within fifteen (15) days of our written request, the Credit Union may suspend and/or restrict all or a portion of the activity on your account or close your account, whichever is applicable or deemed appropriate by the Credit Union.

25. STATEMENTS—

a. Contents. If we provide a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one (1) statement is necessary for joint accounts. For share draft or checking accounts, you understand and agree that your original check or draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies of the check or draft may be retained by us or by payable-through financial institutions and may be made available upon your request. You understand and agree that statements are made available to you on the date they are sent to you. You also understand and agree that checks, drafts or copies thereof are made available to you on the date the statement is sent to you, even if the checks or drafts do not accompany the statement.

b. Examination. You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report any irregularities such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies reflected on your statement within sixty (60) days of the date we sent the statement to you, we will not be responsible for your loss. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.

c. Notice to Credit Union. You agree that the Credit Union's retention of checks or drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes, and we will not be liable for any payment made or charged to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement, you agree to notify us within fourteen (14) days of the time you regularly receive a statement.

26. INACTIVE ACCOUNTS— If your account falls below any applicable minimum balance and you have not made any transactions over a period specified in the Fee Schedule, we may classify your account as inactive or dormant. Unless prohibited by applicable law, we may charge a service fee, as set forth in the Fee Schedule, for processing your inactive account. If we impose a fee, we will notify you, as required by law, at your last known address. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by



state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds, and if you choose to reclaim such funds, you must apply to the appropriate state agency.

27. ACU Identity Safe— Arapahoe CU provides complete member identity recovery services as a default benefit through a program titled “ACU Identity Safe”. With this program, members are able to report potential or actual personal identification compromises to the credit union for investigation and, if necessary, recovery and correction through a 3rd party. In purchasing this protection, we have achieved a group rate to make the program cost-effective. However, in order to provide these benefits, each member is charged \$1.96 per month which is notated on each member statement as “ACU Identity Safe.” While this program is the default setting to each new membership, you may waive access to avoid the associated fee. In doing so, however, you also waive any right to obtain identity recovery services through Arapahoe CU. ACU Identity Safe is guided by the terms and conditions found later in this packet under the section title “Identity Theft Recovery Services.” If you have any questions, we recommend you to contact a member service representative.

28. SPECIAL ACCOUNT INSTRUCTIONS— You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond to provide us with other protection. We may require that account changes requested by you, or any other account owner, such as adding or closing an account or service, be evidenced by a signed Account Change Card and accepted by us.

29. RESTRICTION OF SERVICES/TERMINATION OF ACCOUNT— We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks or drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; (7) 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 actual or potential risk, loss or harm, 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 violate any Credit Union policy, procedure or standard or any law, regulation or rule, (14) you engage in behavior perceived by the Credit Union to be abusive, damaging or demeaning to any Credit Union staff person or member; (15) you have falsified any information submitted to the Credit Union or failed to promptly provide such documentation or information as is reasonably requested by the credit union to verify your account, or (16) you engage in conduct determined by credit union management to be detrimental to the interests of the Credit Union. We, on our own accord, may place a stop payment on any check, 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. You may terminate an individual account by giving written notice. We reserve the right to require the consent of all owners to terminate a joint account. We are not responsible for payment of any check, draft, withdrawal, transaction, or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us.

30. TERMINATION OF MEMBERSHIP— You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share(s), if any, and closing all your accounts. You may be denied services for causing a loss to the Credit Union, or you may be expelled for any reason as allowed by applicable law, including but not limited to (a) violating the terms of this or any other Agreement that you have with the Credit Union, (b) causing a loss to the Credit Union, (c) using your credit union accounts for any purpose that is prohibited by federal or state law, in the sole judgment of the credit union, or (d) for any of the reasons specified in paragraph no. 29 above.

31. 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), 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 user's access devices(s); and to report the Credit Union's findings of such investigation to all owners and/or users. Additionally, in the event that the Credit Union has formed a reasonable belief that you and/or your account may in any manner be at risk as a result of possible financial abuse, neglect, exploitation, or abandonment, the Credit Union shall have the right to contact and make disclosure of the suspected at risk activity to any appropriate state, county or local law enforcement or adult protective services agency, and you agree to indemnify and hold the Credit Union harmless from any liability related to such contact and/or disclosure.

32. Audit Cooperation. Upon request, you agree to provide the Credit Union auditor or the Credit Union examiner with reasonable cooperation to verify any or your account or loan balances, or specific account transactions.

33. DEATH OF ACCOUNT OWNER

a. We may continue to honor all transfer orders, withdrawals, deposits, and other transactions on an account until we know of a member's death. Once we know of a member's death, we may pay checks or drafts or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the checks, drafts, or other items. We may require anyone claiming a deceased owner's account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.

b. In the event of the death of a member, the funds in any deposit account shall automatically pass to any joint account owner(s) unless we are required to remit the funds to someone else by law, subject to the Credit Union's right of offset to extinguish or satisfy any existing or future obligation that the deceased member may have with us. In the event that there are no surviving joint account owners, then the funds on deposit (after any required offset) shall be disbursed to the designated POD (Payable On Death) payee(s) unless we are required to remit the funds to someone else by law. In the event that there are no joint account owners and no designated POD payee(s), the funds may only be disbursed in accordance with Colorado Probate Law and the policies and procedures of the Credit Union. The Credit Union shall have the right to retain



any funds on deposit in a deceased member's account(s) until such time as satisfactory arrangements have been made for payment in full of any obligations of the deceased member, and until the Credit Union has been provided documentation satisfactory to the Credit Union supporting disbursement of the funds. We may require that anyone claiming a deceased owner's account funds indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.

34. UNLAWFUL INTERNET GAMBLING AND OTHER ILLEGAL ACTIVITIES You agree that you are not engaged in unlawful Internet gambling or any other illegal activities. You agree that you will not use any of your accounts, access devices, or services for unlawful Internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful Internet gambling or other illegal activities.

35. SEVERABILITY— If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

36. ENFORCEMENT— You are liable to us for any losses, costs, or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs, or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

37. Change in Terms. We may amend (add to, delete from, or change) the terms of this Agreement at any time by sending a notice to any of you at the address or e-mail address shown in our records, by posting a notice or an amended Agreement on our Web Site, or by delivering it to you. You may choose not to accept the change by closing your account(s) or terminating this Agreement and your use of the Service. If you continue to utilize or maintain your account after the effective date of the amendment, you have agreed to the new terms.

38. Indemnification. If you ask us to follow instructions that we believe might expose us to claims, suits, losses, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require a bond or other protections that we deem necessary, including but not limited to an Indemnification Agreement containing such terms and conditions as we deem appropriate under the circumstances.

39. Recording Conversations/Retention of Documentation. You understand and agree that for our mutual protection we may record any of our telephone conversations with you, and retain images of any of your transactional documentation or other documentation that you submit to us.

40. Email Communications. The Credit Union recommends against you forwarding any private or sensitive information to the Credit Union via email. You understand and agree that the Credit Union shall have no liability to any member for any loss, claim or damages arising or in any way related to the Credit Union's response(s) to any e-mail or other electronic communication, which the Credit Union in good faith believe has been submitted by a member. Additionally, it is further agreed that the Credit Union may refuse to send certain information through unsecured email communications and we reserve the right to require any notices from our members to be submitted in writing through the Credit Union's secure web portal.

41. Phone Solicitation. You agree and authorize us to contact you by phone from time to time, to provide you credit union related information, and for the purpose of offering you products and



services that are offered by the credit union or its affiliates. If you provide us a cell phone number, you agree we can contact you on that number for any reason related to your accounts and loans with the Credit Union.

42. GOVERNING LAW— This Agreement is governed by the Credit Union's bylaws, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state in which the Credit Union's main office is located, and local clearinghouse rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located.

43. NEGATIVE INFORMATION NOTICE— We may report information about your loan, share, or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

44. MEMBERSHIP APPLICATION AUTHORIZATION - You authorize Arapahoe Credit Union to check account, credit and employment history and obtain a credit report from third parties, including credit reporting agencies to verify eligibility for the accounts and services you requested. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

The USA Patriot Act requires ACU to obtain, verify and record information that identifies each person who opens an account.

Under penalties of perjury, you certify that:

1. The number shown on the account card is your correct taxpayer identification number,
2. You are not subject to backup withholding because: a) You are exempt from backup withholding, or b) You have not been notified by the Internal Revenue Service (IRS) that you are subject to backup withholding as a result of a failure to report all interest or dividends, or c) the IRS has notified you that you are no longer subject to backup withholding, and
3. You are a U.S. person (including a U.S. resident alien).

Certification Instruction: In the event you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return, you must notify Arapahoe Credit Union in writing and complete a W-8 BEN if you are not a U.S. person.



FUNDS AVAILABILITY POLICY

This disclosure describes your ability to withdraw funds at Arapahoe Credit Union. It only applies to the availability of funds in transaction accounts. The Credit Union reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed in this policy. Please ask us if you have a question about which accounts are affected by this policy.

1. GENERAL POLICY— Our policy is to make funds from your cash and check deposits available to you on the next business day after we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay items that you have authorized. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 6:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 6:00 p.m. or on a day that we are not open, we will consider that the deposit was made on the next business day we are open.

2. RESERVATION OF RIGHT TO HOLD— In some cases, we will not make all of the funds that you deposit by check available to you on the next business day after we receive your deposit. Funds may not be available until the second business day after the day of your deposit. However, the first \$200.00 of your deposit will be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the next business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

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

4. LONGER DELAYS MAY APPLY— We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- The deposit was not made directly to one of our employees.
- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000.00 on any one (1) day.
- You deposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of communications or computer equipment.

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



5. SPECIAL RULES FOR NEW ACCOUNTS— If you are a new member, the following special rules will apply during the first thirty (30) days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the next business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000.00 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000.00 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

6. DEPOSITS AT NONPROPRIETARY ATMS— Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the date of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

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



ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

This Electronic Funds Transfer Agreement is the contract which covers your and our rights and responsibilities concerning the electronic funds transfer (“EFT”) services offered to you by Arapahoe Credit Union (“Credit Union”). In this Agreement, the words “you” and “yours” mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words “we”, “us”, and “our” mean the Credit Union. The word “account” means any one (1) or more share and share draft accounts you have with the Credit Union. Electronic funds transfers are electronically initiated transfers of money from your account through the electronic funds transfer services described below. By signing an application or account card for EFT services, signing your Card, or using any service, each of you, jointly and severally, agree to the terms and conditions in the Agreement and any amendments for the EFT services offered.

1. EFT SERVICES— If approved, you may conduct any one (1) or more of the EFT services offered by the Credit Union.

a. Debit Card. You may use your Card to purchase goods and services from participating merchants. If you wish to pay for goods or services over the Internet, you may be required to provide card member security information before you will be permitted to complete the transaction. You agree that you will not use your Card for any transaction that is illegal under applicable federal, state or local law. Funds to cover your Card purchases will be deducted from your share draft account. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union will pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your Account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your Card and PIN (Personal Identification Number) in automated teller machines of the Credit Union, Mastercard, CO-OP Networks and Star Networks networks, and such other machines or facilities as the Credit Union may designate from time to time. At the present time, you may also use your Card to:

- Make deposits to your share and share draft accounts.
- Withdraw funds from your share and share draft accounts.
- Transfer funds from your share and share draft accounts.
- Obtain balance information for your share and share draft accounts.
- Access your Line of Credit account.
- Make POS (Point-of-Sale) transactions with your Card and PIN (Personal Identification Number) to purchase goods or services at merchants that accept MASTERCARD.
- Order goods or services by mail or telephone from places that accept MASTERCARD.

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

- Purchase amounts may be limited in any one (1) day.
- You may be limited to the number of cash withdrawals in any one (1) day.



- You may be limited to the amount of money withdrawn from an ATM in any (1) day.
- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

b. Phone Banking. If we approve the Phone Banking access for your accounts, a separate PIN (Personal Identification Number) will be assigned to you. You must use your PIN (Personal Identification Number) along with your account number to access your accounts. At the present time you may use Phone Banking to:

- Obtain balance information for your accounts.
- Make loan payments from your share and share draft accounts.
- Access your Line of Credit account.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on share and share draft accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.

Your accounts can be accessed under Phone Banking via a touch tone telephone only. Phone Banking service will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for data processing.

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- The maximum withdrawal or transfer amount is \$100,000.00 per transaction, and no transfer or withdrawal may exceed the available funds in your account.
- See Section 2 for transfer limitations that may apply to these transactions.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each telephone call.

c. Electronic Check Conversion/Electronic Returned Check Fees. If you pay for purchases or bills with a check or share draft you may authorize your check or share draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic funds transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

2. TRANSFER LIMITATIONS— None.

3. CONDITIONS OF EFT SERVICES—



a. Ownership of Cards. Any Card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your Card or account to another person.

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

c. Foreign Transactions. MASTERCARD. Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Mastercard from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard itself receives, or the government-mandated rate in effect for the applicable central processing date, in each instance plus an additional 1.00%. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

d. Security of Access Code. You may use one (1) or more access codes with your electronic funds transfers. The access codes issued to you are for your security purposes. Any codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the Card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

e. Joint Accounts. If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any share and share draft or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and hereby is authorized by every other joint account owner to, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

4. FEES AND CHARGES— There are certain fees and charges for electronic funds transfer services. From time to time, the charges may be changed. We will notify you as required by applicable law.

If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.



a. Debit Card Fees. See the Fee Schedule.

b. Card Fees. See the Fee Schedule.

5. MEMBER LIABILITY— You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your Card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, TELL US AT ONCE if you believe your Card and/or access code has been lost or stolen or if you believe someone has used your Card or access code or otherwise accessed your accounts without your permission, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit).

If a transaction is made with your MASTERCARD debit card without your permission, and was either a MASTERCARD or Interlink transaction, you will have no liability for the transaction, unless you were grossly negligent in handling your account. For all other unauthorized use involving the loss or theft of your Card or access device, or if you were grossly negligent in handling your account, your maximum liability for unauthorized use may be up to \$50.00.

Also, if your statement shows transfers that you did not make including those made by card, code or other means, TELL US AT ONCE. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we may extend the time periods. This paragraph does not apply to unauthorized use of a MasterCard debit card or other access device. If you believe your Card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

(303) 740-7063
1-888-740-7063
Fax: (303) 740-7164

or write to:

Centennial Branch
3999 East Arapahoe Rd.
Centennial, CO 80122

Englewood Branch
303 E Hampden Ave
Englewood, CO 80113

You should also call the number or write to the address listed above if you believe a transfer has been made using information from your check without your permission.

6. RIGHT TO RECEIVE DOCUMENTATION—

a. Periodic Statements. Transfers and withdrawals made through any ATM or POS terminal, Debit Card transactions or audio response transactions will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.



b. Terminal Receipt. You will get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM, POS terminal, or Debit Card transaction with a participating merchant.

7. ACCOUNT INFORMATION DISCLOSURE— We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- If your account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with government agency or court orders; or
- If you give us your written permission.

8. BUSINESS DAYS— Our business days are Monday through Friday, excluding holidays.

9. CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS— If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit.
- If you used your Card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your Card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response or electronic/PC transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- Any other exceptions as established by the Credit Union.

10. NOTICES— All notices from us will be effective when we have mailed them or delivered them to your last known address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change. Use of this service is



subject to existing regulations governing the Credit Union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of automated teller machines (ATM) and night deposit facilities:

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

11. BILLING ERRORS— In case of errors or questions about electronic funds transfers from your share and share draft accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. Call us at:

(303) 740-7063
1-866-740-7063
Fax: (303) 740-7164

or write to:

Centennial Branch
3999 East Arapahoe Rd.
Centennial, CO 80122

Englewood Branch
303 E Hampden Ave
Englewood, CO 80113

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about, and explain as clearly as you can why you believe the Credit Union has made an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error has occurred within ten (10)* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to



forty-five (45)** days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10)* business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

We will tell you the results within three (3) business days of completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

*If you give notice of an error within thirty (30) days after you made the first deposit to your account, we will have twenty (20) business days instead of ten (10) business days.

**If you give notice of an error within thirty (30) days after you make the first deposit to your account, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the U.S. its possessions and territories, we will have ninety (90) days instead of forty-five (45) days to investigate.

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

12. TERMINATION OF EFT SERVICES— You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your Card and any access code. You must return all Cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your Card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement or any EFTs made prior to termination.

13. GOVERNING LAW— This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Colorado and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

14. ENFORCEMENT— You are liable to us for any loss, cost or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, costs or expenses from your account without prior notice to you. If we bring legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

Checking Account and Deposits

Par Value of 1 Share	\$5
Membership Fee	Free
Membership Closure First 90 Days	\$50
Checking	Free
Interest-Bearing Checking	Free if average balance stays above \$500, \$10/ month if not.
Inactive Account	\$10 per month after one year of inactivity.
Overdraft Transfers From Savings	\$1 per transfer
Insufficient Funds (NSF)	\$32 per item
Uncollected Funds	\$32 per item
Courtesy Pay	\$32 per item
Overdrawn Fee	\$32 per item
Stop Payment	\$32 per item
Stop Payment- Series of Checks	\$64 per item
Reopen a Closed Membership	\$50 per occurrence
Returned Deposit Item	\$40 per item
Return Deposit To/ From Same Member	\$50 per item
Check Copy	\$5 per check
Statement Copy	\$5 per item
Paper Statement by Mail	\$5 per statement
Online Statement	Free
Account Reconciliation	\$30 per hour
Account Research	\$30 per hour
Box of Checks	Prices vary
Holiday Account Early Withdrawal	\$25 per withdrawal
Money Market Account Excessive Withdrawal	\$10 per withdrawal (First 6 are free)
Third Party Check Cashing	\$20 per check
Check Cashing Fee	3% with a \$20 minimum- Only applies if \$1 balance is below \$100
Foreign Item Collection	\$50 per item
Foreign Item Return Fee	\$50 per item- plus foreign bank fees
Incoming Collection Item	\$50 per item
AcUtransfer Incoming (Account to Account)	Free
AcUtransfer Outgoing (Account to Account)	\$1 per item
AcUtransfer Incoming (Personal Payment)	\$1 per item
AcUtransfer Outgoing (Personal Payment)	\$1 per item
Bill Pay Inactive	\$5/ month after 1 month of inactivity

Cards (Debit/ Credit)

Credit Card Late Payment	\$15
First Debit/ Credit Card Issue	Free
Card Transaction Dispute Processing Fee	\$30 per item
PIN Reissue	\$5 per request
Card Replacement	\$10 per request
3 Day Rush Order Card/ PIN	\$45 for each card &/or PIN request
2 Day Rush Order Card/ PIN	\$75 per request
ATM Deposit Correction	\$10 per correction
ATM Empty Envelope Deposit	\$50
ATM Excessive Usage	\$4 (first five are free)
ATM Deposit Adjustment	\$2/ \$6
Copy of Sales Draft	\$25 per occurrence

ACU Fee Schedule 8/1/2016

Loans

Loan Late Payment	\$15
Loan Payment by Credit Card (AcUtransfer Free!)	\$7 per payment
2nd Mortgage Late Fee	5% of payment due
HELOC Late Fee	5% of payment due
Loan Subordination	\$250
Consumer Loan Refinance	\$100
Consumer Loan Modification	\$50
1st Mortgage Refinance Fee	\$250
1st Mortgage Modification	\$1000
2nd Mortgage Refinance	\$250
2nd Mortgage Modification	\$50
HELOC Modification	\$50
Appraisal	At Cost
Duplicate Title/ Lien Release/ Title Filing	\$45
Mortgage Deed Release	\$41
Mortgage Deed Filing	\$51
Value Check	\$50
Flood Certificate	\$35
Ownership and Encumbrance (O & E)	\$50
Tax Certificate	\$69
Mortgage Guarantee	At Cost
Full Title	At Cost
AcUtransfer Payments and Transfers	Free when making ACU payments
Loan Maintenance/ Coupons	\$30
Loan Document Redraw	\$25
2nd Mortgage Processing	\$100
Loan Administration Fee	\$50
In-House Auto Refinance	\$300

Convenience Services

Gift Cards	\$5 per card
Money Orders	\$5 per item
Exchange of ACU Member Check for ACU Certified Check	\$20 per request
Credit Union Teller/ Cashier Check (\$5 Min.)	1 free per day/ \$3 for each additional check
Outgoing Domestic Wire	\$35 per wire
Outgoing International Wire	\$75 per wire
Western Union	\$35 per request

Other

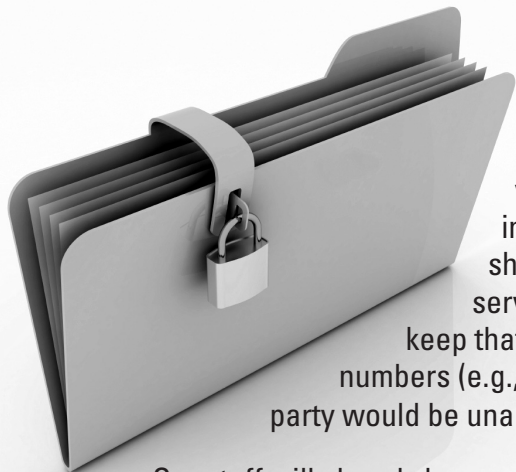
On-us Check Cashing (Max \$500/ Check)	\$20
Garnishment/ Levy Processing	\$50
Return Mail/ Bad Address	\$10 per item/ occurrence
Cash Advance (Non-ACU Card)	\$10 per advance
Signature Guarantee	\$25 per document guaranteed
IRA Administration	\$25 annually
Fax/ Photocopy	\$1 per page
Verification of Deposit/ Verification of Mortgage Fee	\$10 per item
ACU Identity Safe (Optional/ Default Benefit)	\$1.96 per month
Notary Services	First free/ \$10 each following impression
Compliance Review	\$100



Privacy Notice

FACTS	WHAT DOES ARAPAHOE CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and income • Account balances, payment history, and transaction or loss history • Credit history and credit scores When you are no longer our member, we continue to share your information as described in this notice.	
How?	All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons Arapahoe Credit Union chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does Arapahoe Credit Union share?	Can you limit this sharing?
For our everyday business purposes -such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	Yes	Yes
For joint marketing with other financial companies	Yes	Yes
For our affiliates' everyday business purposes -information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes -information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	Yes	Yes
To limit our sharing	• Call 303-740-7063 or 1-866-740-7063 or • Visit us online: www.ArapahoeCU.org Please note: If you are a <i>new</i> member, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our member, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.	
Questions?	Call 303-740-7063 or 1-866-740-7063 or go to www.ArapahoeCU.org .	

Who we are	
Who is providing this notice?	Arapahoe Credit Union
What we do	
How does Arapahoe Credit Union protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards, secured files, secured buildings and security training.
How does Arapahoe Credit Union collect my personal information?	We collect your personal information, for example, when you • open an account, apply for a loan • request wire services, change of address, change of name We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only • sharing for affiliates' everyday business purposes—information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. Arapahoe Credit Union has no affiliates.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. Nonaffiliates we share with can include: • Insurance companies • Auto loan recapture companies
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products and services to you. Our joint marketing partners include: • Insurance companies • Auto loan recapture companies



YOUR RESPONSIBILITY TO PROTECT INFORMATION

The credit union is committed to protecting the privacy of its members. There are certain things that you should also do to protect your privacy. For instance, in order to protect the transmission of information you send by e-mail to the credit union, these messages should be sent through our on-line banking system that has a secure server. In connection with any passwords or PIN information, you should keep that information confidential and in a location separate from account numbers (e.g., member number, card numbers) and protected in a way that a third party would be unable to easily identify you or your information.

Our staff will already have access to your information (*except PINs which you should not disclose to even credit union staff*) when they contact you -- they **will not** have to ask you for it. If you have any questions regarding the credit union's privacy policies or other information, please contact us at: **Arapahoe Credit Union 3999 E. Arapahoe Road Centennial, CO 80122** or call us at **303-740-7063**.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities. Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

WHAT THIS MEANS TO YOU: When you open an account, we ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

STEPS TO PROTECT YOU FROM FRAUDULENT ACTIVITY!

If you can answer "yes" to any of the following questions, you could be involved in a FRAUD or about to be SCAMMED!

- 1) If you buy or sell something over the internet, or in-person watch for these situations:
 - Does the person want to pay you by check instead of cash?
 - Does the person ask to make the check out to you for more than the selling price and have you send them back cash?
 - Did you receive the check via overnight delivery service?
 - Is the check drawn on a business or individual account that is different from the person buying your item or product?
- 2) Have you been informed that you were the winner of a LOTTERY/SWEEPSTAKES that you did not enter?
- 3) Have you been instructed to either "WIRE", "SEND" OR "SHIP" MONEY, as soon as possible to a large U.S. city or to another country, such as Canada, England or Nigeria?
- 4) Has someone offered to pay you Cash or COMMISSION for facilitating money transfers through your account?
- 6) Did you respond to an email, text or phone call asking you to CONFIRM, UPDATE or PROVIDE account, debit or credit card information?

Arapahoe Credit Union will never ask you to verify account information through an email, outgoing phone call, text or automated system. If you call our office, we will ask for verification to ensure it is YOU we are speaking to. Please note however, shared branching users will be asked to give the last 4-digits of their social to verify their identity before transactions are processed at any shared branch location.

IF ANY OF THE ABOVE SITUATIONS HAVE OCCURRED, PLEASE NOTIFY US IMMEDIATELY AT 303-740-7063.

Identity Theft Recovery Services

What are the Benefits?

Arapahoe Credit Union benefits include **fully managed identity recovery services** for all named accountholders, with benefits extending to three generations of the accountholder's family if a family member is affected by the identity theft event. Eligible family members include:

- Spouse or domestic partner
- Dependents under age 25 with the same permanent address – even if they are in college or the military
- Parents with the same permanent address - living at home or in elder care (nursing home, assisted living, hospice, etc) - with benefits extended up to 12 months after death

We want to add additional value to our relationship with you, so we have arranged for professional identity theft research and recovery benefits to extend beyond accounts with us to **cover all types of identity theft** – including both financial and non-financial fraud. These include, but are not limited to:

- Medical fraud
- Bank and credit card fraud
- Government documents and benefits fraud
- Employment fraud
- Phone and utilities fraud
- And many more...

Fully Managed Identity Recovery – How It Works

If you suspect identity theft for any reason, or your personal information becomes compromised - as a result of a lost purse or wallet, a break-in, lost laptop or data breach, or other event – we can help. Simply call Arapahoe Credit Union, and a representative will verify your information and securely submit your case to a Personal Recovery Advocate, who will contact you directly by phone.

This trained and certified Recovery Advocate will place fraud alerts at the three major credit bureaus for you; help you access services to watch for signs of identity theft; and access your credit reports and conduct a threat assessment to determine if any identity theft has occurred.

If you are victimized by identity theft, your Advocate will work on your behalf to restore your identity. Your Advocate will:

1. Provide you with access to credit reports from all three bureaus and review the reports with you to identify fraudulent activity.
2. Work with you to place fraud alerts with the three major credit bureaus.
3. Assist you in completing an Identity Theft Affidavit and Declaration of Fraud to establish your rights as a victim.
4. Activate credit monitoring during your recovery to help you watch for additional signs of abuse.
5. Contact the Social Security Administration, U.S. Postal Service, Department of Motor Vehicles, etc. as applicable, to address any misuse of official documentation of your identity.
6. Research and document all fraudulent transactions and false accounts or contracts signed with creditors, banks, utility companies, leasing agents, medical facilities, etc.
7. Follow up to make sure all wrongful activity is reversed and removed from your records.
8. Work with local and federal law enforcement to try to stop the criminal or criminals who are using your identity.
9. Enlist other members of the recovery team to assist when necessary, including professional investigators and legal advisors.
10. Provide 12 months of follow-up after your recovery is complete – to be sure you stay recovered!

Terms of Services

1. Services will be extended to accountholders at the discretion of Arapahoe Credit Union and may be cancelled upon 30 days' notice to the accountholder.
2. Services extend to all named accountholders, their spouse or domestic partner, dependents up to age 25 with the same permanent residence address as the accountholder, including students and military, and parents of the accountholder living at the same address as the accountholder, or living in hospice, assisted living, nursing home or deceased for 12 months or less.
3. Benefits have no cash equivalent, are non-transferable, and non-cancelable (except in the event of termination of the Group Plan.)
4. Provider Services ***do not cover financial losses of any kind arising from the identity theft.***
5. Eligibility for recovery services is based on ID theft events that are discovered and reported to Arapahoe Credit Union on or after the effective date of the group program.
6. Identity Theft is defined as fraud that involves the use of a consumer's name, address, Social Security Number, bank or credit/debit card account number, or other identifying information without the knowledge of the consumer, and such information is used to commit fraud or other crimes.
7. Recovery Services may be refused or terminated if it is deemed that the accountholder or eligible family member is committing fraud or other illegal acts, making untrue statements, or failing to perform his/her portion of the recovery plan. Services will not be refused or terminated due to the complexity of a case.
8. Arapahoe Credit Union and/or its service provider of the identity theft services cannot be held responsible for failure to provide or for delay in providing services when such failure or delay is caused by conditions beyond its control.
9. This service ***does not provide credit counseling or repair to credit which legitimately belongs to the accountholder or eligible family member.***
10. Services are only available to residents of the United States. Identity recovery is only performed with agencies and institutions in the United States, or territories where U.S. law applies.
11. Services are provided by Merchants Information Solutions, Inc., www.merchantsinfo.com or an alternate Services Provider selected at the sole discretion of Arapahoe Credit Union.



TRUTH-IN-SAVINGS DISCLOSURE

Effective Date

01/01/2018

The rates, fees and terms applicable to your account at the Credit Union are provided in this Truth-In-Savings Disclosure. The Credit Union may offer other rates for these accounts from time to time.

RATE SCHEDULE

ACCOUNT TYPE	DIVIDENDS				BALANCE REQUIREMENTS				ACCOUNT LIMITATIONS
	Dividend Rate/ Annual Percentage Yield (APY)	Frequency of Dividends Compounded	Dividends Credited	Dividend Period	Minimum Opening Deposit	Minimum Balance to Avoid a Service Fee	Minimum Balance to Earn the Stated APY	Balance Method	See Section 6
Share Savings/ Other Savings Accounts	0.070 / 0.07	Quarterly	Quarterly	Quarterly (calendar)	\$5.00	—	\$25.00	Daily Balance	Account Transfer limitations apply.
Money Market Account	0.250 / 0.25 0.300 / 0.30 0.349 / 0.35 0.399 / 0.40	Monthly	Monthly	Monthly (calendar)	\$0.00	—	\$1,000.00 >\$20,000 >\$50,000 >\$75,000	Daily Balance	Account Transfer limitations apply.
Holiday Club Account	0.100 / 0.10	Quarterly	Quarterly	Quarterly (calendar)	\$25.00	—	\$25.00	Daily Balance	Account withdrawal limitations apply.
IRA Share Account	0.100 / 0.10	Quarterly	Quarterly	Quarterly (calendar)	\$0.00	—	\$.01	Daily Balance	—
Interest Checking Account	0.010 / 0.01	Monthly	Monthly	Monthly (calendar)	\$0.00	\$500.00	\$500.00	Average Daily Balance	—
Checking Account	0.000 / 0.00	—	—	—	—	—	—	—	—

ACCOUNT DISCLOSURES

Except as specifically described, the following disclosures apply to all share accounts. All accounts described in this Truth in Savings Disclosure are share accounts.

1. Rate Information. The Annual Percentage Yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. For all share accounts, the Dividend Rate and Annual Percentage Yield may change at any time as determined by the Credit Union's Board of Directors. The Dividend Rates and Annual Percentage Yields are the prospective rates and yields that the Credit Union anticipates paying for the applicable dividend period. The Money Market account is a tiered rate account. For example, if your daily balance is \$19,999.99 or below, the first Dividend Rate and Annual Percentage Yield listed for this account in this

Truth in Savings Disclosure will apply. If your daily balance is greater than \$20,000.00, the second Dividend Rate and Annual Percentage Yield listed for this account will apply. Once a particular range is met, the Dividend Rate and Annual Percentage Yield for that balance range will apply to the full balance of your account. The Dividend Rates and Annual Percentage Yields are the rates and yields as of the last dividend expiration date, which is set forth in this Truth in Savings Disclosure.

2. Nature of Dividends. Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period.

3. Dividend Compounding and Crediting. The compounding and crediting frequency of dividends and dividend period applicable to each account are stated in this Truth in Savings Disclosure. The dividend period is the period of time at the end of which an account earns

dividend credit. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period.

4. Accrual of Dividends. For all share accounts, dividends will begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit to your account. If you close your account before accrued dividends are credited, the Credit Union reserves the right not to pay the accrued dividends.

5. Balance Information. To open any account you must deposit or already have on deposit at least the par value of one full share in a Share Savings account. The par value amount is stated in the Fee Schedule. Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are stated in this Truth in Savings Disclosure. For some share accounts, there may be a minimum

daily balance requirement to avoid a service fee for the statement period. If the minimum daily balance is not met during each day of the statement period, there may be a service fee as stated in the Fee Schedule. For some share accounts, there is a minimum daily balance required to earn the annual percentage yield disclosed for the dividend period. If the minimum daily balance is not met each day of the dividend period, you will not earn the stated annual percentage yield. For accounts using the daily balance method as stated on this Truth in Savings Disclosure, dividends are calculated by applying a daily periodic rate to the balance in the account each day. For accounts using the average daily balance method as stated on this Truth in Savings Disclosure, dividends are calculated by applying a periodic rate to the average daily balance in the account for the dividend period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period.

6. Account Limitations. For Share Savings and Money Market Accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic or internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed. For a Holiday Club Account, the entire balance will be transferred to your Share Savings Account on or after October 1 and the account will remain open. If you withdraw from your Holiday Club Account, you will be charged a fee as disclosed in the Fee Schedule. For Interest Checking, Checking Account, and IRA Share Account, no account limitations apply.

7. Fees for Overdrawn Accounts. Fees for overdrawing your account may be imposed on each check, draft, item, ATM transaction and one time debit transaction (if member has consented to overdraft protection plan for ATM and one-time debit card transactions),

preauthorized automatic debit, telephone initiated withdrawal or any other electronic withdrawal or transfer transaction that is drawn on an insufficient available account balance. The entire balance in your account may not be available for withdrawal, transfer or payment of a check, draft, or item. You may consult the Funds Availability Policy for information regarding the availability of funds in your accounts. Fees for overdrawing your account may be imposed for each overdraft, regardless of whether we pay or return the draft, item or transaction. If we have approved an overdraft protection limit for your account such fees may reduce your approval limit. Please refer to the Fee Schedule for current fee information.

For ATM and one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

The rates appearing in this Truth in Savings Disclosure are accurate as of the effective date. If you have any questions or require current rate and fee information on your accounts, please call the Credit Union.

