

CHANGE IN TERMS NOTICE

The credit union has made numerous changes and revisions to the Grow Financial Federal Credit Union's ("credit union") Universal Account Agreement and Disclosures ("Agreement"). Many of these changes are intended to clarify our agreements with our members. Other changes were made to reflect changes in laws governing the account and services we provide. We have also revised our Binding Arbitration of Claims and Disputes and Class Action Waiver provision.

These changes will be effective on 01.31.2025. Your acceptance and agreement to the revised terms will be shown by your continued use of any existing or new account(s) or services after the effective date. You can obtain a copy of the revised Agreement by visiting our website or visiting one of our branches.

The provisions that have been revised are the following:

INTRODUCTION

The last paragraph of the introduction is **UPDATED**:

- This agreement ("Agreement") covers your and our rights and responsibilities concerning accounts Grow Financial Federal Credit Union ("credit union") offers. In this Agreement, the words "you" and "yours" mean anyone who signs a Universal Account Agreement Signature Card, Account Update or Change Card, or similar document (collectively referred to as "Account Card"). The words "we," "us," and "our" mean the credit union. The word "account" means any one or more share or other accounts you have with us. The word "savings" means any share account you have with us. The word "checking" means any share draft account you have with us. This Agreement explains the rules governing your membership and accounts with us. It is supplemented by the other agreements that you enter into when you open your accounts, such as the Funds Availability Policy, Truth-in-Savings Disclosures, and the Electronic Funds Transfer Disclosures, and others. All your agreements and transactions with us are also governed by various applicable federal and state laws and regulations. Applicable Laws or Applicable Law shall include: any and all laws, regulations, and rules of the United States, Visa Bylaws and regulations, NACHA (The National Automated Clearing House Association) Operating Rules, network operating regulations, and any and all laws of the applicable state as it relates to your account, as the same may be amended and in effect from time to time; and you agree that such Applicable Law shall govern despite any other general or specific terms or conditions set forth in the entirety of this Agreement. By signing the Account Card and/or by continuing to use the accounts and services provided by us, each of you, jointly and severally, agree to the terms and conditions in this Agreement, the Account Card; the Rate Schedule; the Fee Schedule; any Account Receipt or similar document; and Certificate, Certificate Summary or similar document; our Courtesy Pay Disclosures; our Bylaws and policies; and any amendments or changes to these documents from time to time which collectively govern your Accounts. Any change shall be immediately effective unless otherwise required by Applicable Law. All such documents are hereby incorporated by reference as if fully set forth herein.

GENERAL TERMS

Section 2 – Accounts

- UPDATED Subsection (f)(i):**

Control of jointly owed accounts. We reserve the right to require all owners to sign the Account Card. Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature of any other owner(s). Any owner may withdraw all but \$1.00 of the funds in the primary savings account and all funds out of any other account, request stop payment (s) on items, or transfer all or any part of the shares without the written 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. Fees may apply.

The following activities are reserved for the primary owner of joint accounts:

- Close primary savings unless the member is a minor or deceased
- Set up or cancel overdraft protection without the joint account owner's approval and authorization (This does not apply to the Courtesy Pay service)
- Open an IRA or IRA certificate (they may open accounts of their own where they are the primary account owner)
- Remove a joint owner at any time without requiring their consent.

- UPDATED Subsection (h):**

Accounts for Minors. We require any account established for a minor to be a jointly owned account with an individual that 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 other amounts on such account. The joint owner must be otherwise eligible for membership in the credit union. We may require the minor to sign the Account Card if (s) he is so capable; otherwise, the adult shall sign the Account Card on behalf of the minor, as well as in his or her own capacity. We may pay funds directly to the minor without regard to his/her minority. Unless the minor's parent, grandparent, or legal guardian is an account owner, this individual shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. Once the minor reaches the age of majority, the account shall be treated as a joint account.

- NEW Subsection (i):**

Business Accounts. Accounts held in the name of a business entity, organization, or member for business or commercial purposes. These accounts are governed by the Business Account Agreement.

Section 4 – Deposit of Funds Requirements

- UPDATED Subsection (a):**

Endorsements. We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are payable to, or to the order of, one or more account owners even if they are not endorsed by all payees. You authorize us to accept checks missing endorsements of any owners if we choose. If a check or item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check or item as though it is payable to either person. If any insurance, government or other check requires an endorsement as set forth on the back of the check, we may require endorsement as set forth on the item. You agree to restrictively endorse any item transmitted through the credit union's mobile app as "FOR MOBILE DEPOSIT ONLY" or as otherwise instructed by credit union. Endorsements must be made on the back of the share draft or check within one-and-a-half inches from the trailing edge, although we may accept endorsements outside this space. We may disregard all information on or any writing or memorandum attached to any check or item except for your signature, the amount and information that is magnetically encoded. This includes any restrictive legend or endorsement. However, any loss or expense 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.

Section 5 – Account Access

- UPDATED Subsection (c):**

ACH & Wire Transfers. If we provide the service, you may initiate or receive credits or debits to your account through wire

or ACH transfer. You agree that if you receive funds by a wire or ACH transfer, we are not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account or identifying number. The credit union (and other institutions) may rely on the account or other identifying number as the proper identification even if it identifies a different party or institution (see your ACH and Wire Transfer terms and conditions for more information).

Sections 8, 9, 10 were UPDATED and renumbered

- **UPDATED Section 8 – Payment Order of your Transactions**

To assist you in handling your account(s) with us, we are providing you with the following information regarding how we process the items that you authorize. When processing items drawn on your account, our policy is to pay them as we receive them. We commonly receive items to be processed against your account(s) multiple times per day in what is referred to as presentment files. Each presentment file received commonly contains a large amount of a specific type of item (check, ACH, or ATM/POS). It is common for each of these presentment files to contain multiple items to be processed against your account.

The order in which items are presented may affect the fees assessed to your account. Most transactions are posted when you conduct them. The following transactions are generally posted real time or very near real time:

TRANSACTIONS WHICH ARE POSTED REAL TIME OR VERY NEAR REAL TIME TO WHEN YOU CONDUCT THEM:

Transactions you conduct at our teller counters such as deposits*, withdrawals, and cashing on-us checks
Your ATM deposits* and withdrawals
Your debit card purchases conducted with a PIN
Debit card purchases conducted using the VISA network**
Transfers you conduct using Grow Telephone Banking
Transfers you conduct using Online Banking services or Grow Mobile Banking
Deposits you conduct using Remote Deposit Capture
*Note that funds availability rules apply and funds deposited on a real time basis may not be made available immediately. For example, checks you deposit may be subject to uncollected funds holds. See our funds availability policy for details. **The corresponding settlements may lag hours or days based on when the merchant submits them. We post settlement transactions at the time we receive them.

For ACH entries and checks which are received in batch files, the credit union posts in the following manner:

TRANSACTIONS ARE POSTED IN BATCH ITEMS:

Posting of that day’s ACH credits is followed by ACH debits
ACH debits are posted by amount from small to large
Checks are posted by amount from small to large. Posting by amount from small to large allows for the most items to be paid and helps you minimize fees.

You further understand and agree that we have no control over how the third parties (or entities who process transactions for them) you elect to do business with “code” transactions. For instance, these third parties have full control over the amounts of transactions they may enter per your relationship with them; and they may code transactions as recurring or non-recurring which may affect the payment order of transactions and the application of any overdraft protection or courtesy pay services you have with us. You authorize us to accept transactions based upon the coding submitted by third parties; and that we may rely upon such coding in processing all transactions and services for you.

Why This is Important to You: The order in which items are paid is important if there is not enough money in the actual or available balance of your account to pay all of the items that are presented. Our payment policy may cause your larger, and perhaps more important, items to not be paid first (such as your rent or mortgage payment), but may reduce the amount of overdraft or NSF fees you have to pay if funds are not available to pay all of the items.

- **UPDATED Section 9: Overdrafts**

If any item is presented without sufficient funds in the actual or available balance of your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). Our determination of an insufficient actual or available account balance may be made at any time between presentation and our midnight deadline with only one review of the account required. You understand we have no duty to notify you if there are insufficient funds to pay your item or transfer. Your account may be subject to a fee for each item regardless of whether we pay or return the item. The amounts of the overdraft and NSF fees are disclosed in the Fee Schedule. If we pay an item or transfer that exceeds the available balance in an account, you agree to repay us the amount of the paid item or transfer and any charge for that service immediately, unless otherwise addressed by this Agreement. If we pay an item or transfer that exceeds your available balance, it does not mean we will pay an item or transfer that overdraws an account in the future. If we charge an account you have with us for any obligation you owe, you understand the balance thereafter may be insufficient to pay an item drawn on the account, and we may rightfully refuse the item for insufficient funds. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts or making debit transactions or other transfers without sufficient funds and incurring the resulting fees.

Multiple presentments can occur. Any item or transaction can be presented for payment multiple times, which is beyond our control. Each presentment will be charged a separate NSF Fee or Courtesy Pay fee even though it may be for a repeat presentment. In other words, a single item, debt or other withdrawal will be subject to multiple fees if presented multiple times. Finally, if we are repeatedly presented with items drawn on an account for insufficient funds, we may consider that as account abuse and may terminate the account.

Understanding your Account Balance. Your checking account has two kinds of balances: (1) the actual balance and (2) the available balance. Your actual balance reflects the full amount of all deposits to your account as well as payment transactions that have been posted to your account. It does not reflect authorized transactions that are still pending or checks you have written that are still outstanding. Your available balance is the amount of money in your account that is available for you to use. Your available balance is your actual balance less: (1) holds placed on deposits; (2) holds on authorized debit card or other transactions that have not yet posted; and (3) any other holds, such as holds related to pledges of account funds and minimum balance requirements or to comply with court orders. Pending transactions and holds placed on your account may reduce your available balance and may cause your account to become overdrawn regardless of your actual balance. In such cases, subsequent posting of the pending transactions may further overdraw your account and be subject to additional fees. We may use your actual or available balance to determine whether there are sufficient funds in your account to pay items, including checks and drafts, as well as ACH, debit card and

other electronic transactions. However, you should assume that any item which would overdraw your account based on your available balance may create an overdraft. Our use of the actual or available balance as described above will affect our determination of an overdraft or potential overdraft for any purpose, including, but not limited to, rejection of attempted items for insufficient funds or transfers pursuant to any overdraft protection plan or Courtesy Pay coverage we provide to you and any fees or charges related to such overdrafts and transfers.

Effects of Holds on Your Available Balance. Holds on your account, including, but not limited to, holds placed on your account for pending electronic transactions, such as hotel or rental car deposits, holds placed on any deposits to your account, holds placed on any account for delinquent loans or lines of credit, holds based on any pledges of your account and any minimum account balance requirements may reduce your available balance and may cause your account to become overdrawn regardless of your actual balance. We can decide whether an overdraft occurs based on your available balance or your actual balance as determined by us in our sole discretion from time to time. However, you should assume that any item which would overdraw your account based on your then-current available balance may create an overdraft.

- **UPDATED Section 10 – Courtesy Pay**

From time to time, members experience non-sufficient funds situations on their accounts. As a courtesy, the credit union offers an additional overdraft service known as Courtesy Pay on some accounts. Courtesy Pay is not a loan which means that the credit union does not engage in credit underwriting as a basis for determining your eligibility as part of this service. Please see the separate Courtesy Pay Disclosures for additional information.

All sections following Section 9 have been RENUMBERED to have a number one digit higher than their current numbering. The Section numbers listed below reflect the NEW Section numbers.

Section 12 – Stop Payment Orders

- **UPDATED Subsection (a):**

Stop Payment Order Request. You may request a stop payment order on any check drawn on your account. To be binding, an order may be authorized by agreeing to the terms online or in the branch. Stop payment requests may also be presented in writing, in which case they must be dated, signed, and include: the number of the check, its date, the name of the payee, the exact amount, and the account number. The stop payment will be effective if the credit union receives the order in time for us to act upon the order and you provide the information described above. You understand that the exact information is necessary for the credit union's systems to identify the check. If you give insufficient, untimely or incomplete information, we will not be responsible for failing to stop payment on the check. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or any other party for payment of the check. If we re-credit your account for paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the check and assist us in any legal action against the payee. Stop payment orders for preauthorized debit transactions are governed by Regulation E. Please see the Electronic Funds Transfer Agreement and Disclosure – Reg. E for additional terms. For ACH stop payments please see the disclosures you received at the time you requested the ACH Stop Payment.

- **UPDATED Subsection (b):**

Duration of the Order. You may make an oral stop payment order which will lapse in 14 calendar days unless confirmed in writing within that time. Stop payments that are confirmed in writing or through Online Banking are effective for 180 days

and may be renewed in writing or through Online Banking from time to time. We do not have to notify you when a stop payment order expires. Should the payment be presented during the 180 day period from the date of the stop payment request, we will return payment and the stop will no longer be valid.

Section 15 – Lien and Security Interest was UPDATED

LIEN AND SECURITY INTEREST

If you owe us money as a borrower, guarantor, endorser or otherwise, we have a statutory lien on, and you grant us a right to set-off against, the funds in any account in which you have an ownership interest, regardless of their source, unless prohibited by law. We may apply these funds, without any notice to you, in any order to pay off your indebtedness. In addition, you grant the credit union a consensual security interest in all of your credit union accounts and obligations secured by property for the purpose of paying any debt or amount now or hereafter owed to the credit union unless prohibited by Applicable Law. Such a security interest may be used to pay for any debt or amount owed to the credit union for an obligation secured by your primary residence, but your primary residence shall only be security to the obligation(s) it secures. All accounts are non-assignable and non-transferable. You acknowledge and agree that we also have similar statutory lien rights in your shares under the Federal Credit Union Act and/ or applicable state law, as well as the common law right to set-off and administrative freeze. 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 federal or state law if given as security.

You specifically agree that we have the right to place an administrative freeze on any of your share accounts subject to Applicable Law, and such action shall not violate 11 USC 362 or other Applicable Law. You understand that these rights are multiple and we can exercise one or all of them pursuant to Applicable Law. Exercising one right does not waive the right to exercise others. Any payment to any joint owner, beneficiary, or other party for any reason shall be subject to our security interest, consensual lien, and right of offset.

CROSS-COLLATERALIZATION: Property and/or shares given as security under any deposit, loan, or credit card accounts or services you have with the credit union will secure any and all obligations under such accounts or services as well as any account owner's joint or individual obligations to us. This will include joint and individual obligations, whether they arise now or in the future are direct, indirect, contingent or secondary, or result from any loan or credit agreement, insufficient fund items, fees, costs (including reasonable attorney fees), expenses, or otherwise. This clause does not apply if such property is your primary residence, or are non-purchase money household goods.

Section 19 – Cross Sell was UPDATED

You expressly authorize us to obtain and use information from a consumer reporting agency, both now and in the future, to determine your eligibility for membership, and for the purpose of considering you for additional financial products and services offered by or through the credit union, regardless of whether you have applied for the product or service. Additionally, you authorize us to check your credit and employment history using consumer reports, credit reports, and other methods, and make all necessary inquiries in establishing and/or reviewing your account(s).

Section 20 - Notices

• **UPDATED Subsection (c):**

Notice of Amendments and Changes. Except as prohibited by Applicable Law, we may, in our sole discretion, (i) change or modify any term or conditions of this Agreement, including but not limited to, the method for determining dividends, (ii) the addition of new terms, conditions, or requirements that we deem necessary or are in the credit union's best interest, and (iii) making operational changes. We may make all such amendments or changes as described at any time without notice except as expressly required by Applicable Law, and any change in the Agreement shall be effective at the earliest time allowed by Applicable Law. If Applicable Law provides no express time period, then notice twenty (20) days or more in advance of the effective date of any change or modification shall be deemed sufficient. Please see the electronic version of this Agreement on the credit union website for the most recent version.

• **DELETED Subsection (d).**

Section 22 - Statements

• **UPDATED Subsection (c):**

Examination. You are responsible for examining each statement and reporting any irregularities or issues to us. We will not be liable for any forged, altered, unauthorized, unsigned, or improperly endorsed or encoded items drawn on your account if: (1) you fail to notify us in writing within 33 days of the date when we first sent the statement or the date of the earliest statement made available to you regarding any forged, altered, unauthorized, unsigned, or improperly endorsed or encoded item described in the statement; or (2) items are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine. Unauthorized electronic fund transfers governed by Regulation E are subject to different reporting requirements. Please see the Electronic Funds Transfer Agreement and Disclosure – Reg. E for these details.

Section 24 – Inactive Accounts was UPDATED

If you have had no activity on your accounts within a 12-month period (i.e., primary savings, checking account, after initial term of a certificate account) other than dividends posting to your account, then your account(s) is/are considered inactive. The account will be assessed a dormant account maintenance fee, as set forth in the Fee Schedule. 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. Once the funds are deemed abandoned pursuant to applicable state law, the funds in the account will be escheated to the appropriate state. 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. For purposes of this paragraph, the word “dormant” may be used interchangeably with “inactive.”

Section 25 – Special Account Instructions was UPDATED

You may request we facilitate certain trust 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 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. We may require you to provide written authorization when you request account changes.

Section 26 – Termination or Restrictions of Account(s) and Service(s) was UPDATED

We are committed to delivering exceptional products and services to our members. To that end, our employees are trained to handle interpersonal interactions effectively and to address any service issues with credit union members. Our policies and procedures define the circumstances under which services may be limited for members who engage in “improper or abusive conduct” and also address other circumstances where the services may be terminated or limited. This policy is not intended to restrict the rights and freedoms of any particular group or individual, but to protect credit union employees and members by addressing unacceptable conduct. You also understand and expressly agree that the credit union is a not for profit organization and that the rights addressed in this section are necessary to protect the credit union for the benefit of all members. In addition to other provisions in this Agreement, you agree that we, in our sole discretion, may terminate, limit, restrict, or change the terms, including, any of your account(s) or service(s). This may mean limiting loan services, or placing a freeze on any funds with us at any time without notice or require you to close your account(s)/service(s) and re-apply if: (1) there is a change in owners or authorized signers; (2) there has been a forgery/fraud or unauthorized use 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 are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been a misrepresentation or any other abuse of any of your account(s)/service(s); (7) the credit union incurs any loss or believes it may incur any loss relating to any loan(s), account(s) or service(s) you have with us; (8) if we believe that you have been negligent in protecting your access devices or access codes; (9) if we deem it necessary to protect the credit union from any risks or losses, or otherwise deem it to be in the best interest of the credit union; (10) you have breached any promise under this Agreement or the terms of any account including, but not limited to any default or other delinquency with regard to any loan or other agreement; (11) if bankruptcy or any insolvency proceeding is filed by or against you, or if we otherwise deem you to be insolvent or incapable of meeting your obligations to us; (12) you refuse or fail to cooperate as provided in this Agreement; (13) you have an account that does not maintain a required par value or any balance as to all other accounts; (14) you violate any credit union policy, procedure, or standard or any law, regulation or rule; (15) if you participate or facilitate any transactions for another person who is prohibited from making transactions with us pursuant to Applicable Law or credit union policy/procedure; (16) making unauthorized posting(s), defacing or removing notices or signs on credit union premises and/or social media sites without management authorization; (17) misappropriating credit union funds, property or other material proprietary to the credit union; (18) deliberately or repeatedly violating securing procedures or safety rules; (19) possessing, using, or being under the influence of illicit drugs on credit union premises; (20) illegally engaging in use or possession of weapons of any kind on credit union premises except for on-duty law enforcement officers or security officers; (21) any new US or other country's laws, rules, regulations or other requirements make it impractical or impossible for the credit union to meet requirements of such laws, rules, regulations, or other requirements; (22) using a credit union-branded credit card to purchase cryptocurrencies such as Bitcoin; (23) using one or more credit or debit cards to obtain cash and purchasing power we do not believe appropriate, using such devices to pay credit card balances with the proceeds of other cards, or using such cards in a manner we determine is primarily intended to abuse a rewards program; or (24) any other reason allowed by Applicable Law. If we are informed of such circumstances or otherwise believe that any of these circumstances are about to occur, we may place a stop payment on any item and we will not be liable to you for such a stop payment.

If the application of our policies or procedures or the above remedies affects any accounts or services with multiple parties, we may require the party to whom the restrictions or termination is applied be:

(1) removed; (2) the account be closed and then a new account may be reopened absent the affected party; or (3) the restrictions may be applied to the account or service. We have no obligation to provide any specific information regarding the basis for taking action under this section to any other owners or parties.

Further, unless an express exception is made by the credit union in its sole discretion, the credit union does not offer services to any businesses that we determine violate the limitations in this Agreement or Applicable Law or any businesses that the credit union determines, in its sole discretion, create a significant regulatory risk or burden to the credit union.

Section 32 – Binding Arbitration of Claims and Disputes Agreement and Class Action Waiver was UPDATED

PLEASE READ THE INFORMATION BELOW CAREFULLY. IT WILL IMPACT HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED IN RECOGNITION OF THE FACT THAT CREDIT UNIONS ARE OWNED BY THEIR MEMBERS.

RESOLUTION OF DISPUTES BY ARBITRATION: THIS SECTION CONTAINS IMPORTANT INFORMATION REGARDING YOUR ACCOUNTS AND ALL RELATED SERVICES. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES MAY BE MORE LIMITED THAN RULES APPLICABLE IN COURT.

Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced.

All disputes are subject to arbitration, no matter what legal theory they are based on, or what remedy (damages, or injunctive or declaratory relief) they seek. Disputes include any unresolved claims concerning any products or services relating to your accounts. Disputes include not only claims made directly by you, but also made by anyone connected with you or claiming through you, such as a joint account holder, account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Disputes include not only claims that relate directly to the credit union, but also its parent (if any), affiliates, successors, assignees, employees, officers, and agents, and claims for which we may be directly or indirectly liable, even if we are not properly named at the time the claim is made. Disputes include claims based on any theory of law, contract, statute, regulation, tort (including fraud or any intentional tort), or any other legal or equitable ground, and include claims asserted as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and claims made independently or with other claims. If a party initiates a proceeding in court regarding a claim or dispute which is included under this Section 32, the other party may elect to proceed in arbitration pursuant to this Section 32.

d. **Disputes Excluded from Arbitration.** Disputes filed by you or by us individually in a small claims court are not subject to arbitration so long as the disputes remain in such court and advance only an individual (non-class, non-representative) claim for relief. However, if a matter in small claims court is removed, transferred, or appealed to a non-small claims court, that claim shall be subject to this Section 32. Claims or disputes arising from your status as a borrower under any loan agreement with the credit union or other indebtedness are also excluded from this Section 32 but shall remain subject to any other applicable arbitration agreement contained in any other agreement governing or applicable to such loan or indebtedness.

e. **Mediation Requirement Prior to Filing a Claim in Arbitration.** Prior to either party filing a claim in arbitration and as a necessary condition precedent to doing so, you or we shall first make a written demand upon the other party setting forth their claim at our address set forth below in subpart (f) if demand is made by you or at your last known address or email address on record if demand is made by us. The demand should describe the nature of the problem, claim, or dispute, your name, address on file at the credit union, your credit union account number, and set forth the specific relief the claimant desires, including the amount of any monetary damages sought.

The parties shall then attempt in good faith to use their best efforts to resolve the dispute for a minimum of 60 days ("the pre-arbitration time period") before any claim may be filed in arbitration; which time period may be extended by mutual agreement. During this time period, both parties agree to toll any applicable statute of limitations. Under no circumstances may either party make a claim in arbitration against the other party prior to the completion of the pre-arbitration time period.

Within the first 30 days of the pre-arbitration time period, the parties shall confer at least once by phone, in person, or by videoconference at a mutually convenient date and time to discuss the potential resolution of the claim.

If either party commences a claim in arbitration without first attempting to resolve their dispute in good faith through mediation then that party shall not be entitled to recover any attorney fees in arbitration, even if they would otherwise have been available to that party.

f. **Commencing an Arbitration.** The arbitration must be filed with the following neutral arbitration forum and follow its rules and procedures for initiating and pursuing an arbitration: JAMS, 1-800-352-5267 (toll-free), www.jamsadr.com

i. If you initiate the arbitration, you must notify us in writing at: Grow Financial Federal Credit Union, Attn: Legal Department, P.O. Box 89909, Tampa, FL 33689.

ii. If we initiate the arbitration, we will notify you in writing at your last known address on file.

a. **Agreement to Arbitrate Disputes.** Either you or we may elect, without the other's consent, to require that any and all disputes between us arising out of, affecting, or relating in any way your accounts or the products or services related to your accounts or any aspect of your relationship with us be resolved by binding arbitration, except for those disputes specifically excluded below in subpart (d).

b. **No Class Action or Joinder of Parties.** YOU ACKNOWLEDGE THAT YOU AND WE AGREE THAT NO CLASS ACTION, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY, MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED. Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction), whether or not the claim may have been assigned.

c. **Disputes Covered by Arbitration.** YOU ACKNOWLEDGE THAT IN ARBITRATION THERE WILL BE NO RIGHT TO A JURY TRIAL. Unless otherwise provided herein, any claim or dispute relating to or arising out of your accounts or our relationship will be subject to arbitration, regardless of whether that dispute or the facts underlying or giving rise to that dispute arose before or after your receipt of this notice. Disputes include claims made as part of a class action, private attorney general or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis and the arbitrator may award relief only on an individual (non-class, non-representative) basis. Disputes also include claims relating to the enforceability, validity, scope, or interpretation of any of these arbitration provisions.

iii. You may obtain a copy of the arbitration rules for these forums, as well as additional information about initiating an arbitration by contacting JAMS.

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

- g. Administration of Arbitration.** The arbitration shall be decided by a single, neutral arbitrator. The arbitrator will be either a lawyer with at least ten years' experience or a retired or former judge selected in accordance with the rules of the arbitration forum. The arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules & Procedures in effect on the date the arbitration is filed or such other rules as to which the parties may agree. If there is a conflict between a particular provision of the JAMS Rules and this Section 32, this Section 32 will control.

If JAMS is unable to or unwilling to handle the claim for any reason, then the matter shall be arbitrated by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the Federal Arbitration Act). The neutral arbitrator selected by the parties or the court shall apply the Federal Rules of Evidence and the Federal Rules of Civil Procedure concerning discovery, except that Section 32(b) is specifically enforceable notwithstanding any Federal Rules of Civil Procedure to the contrary.

You understand and agree that the applicable rules and procedures in arbitration may limit the discovery available to you or us. The arbitrator must take reasonable steps to protect member account information and other confidential information if requested to do so by you or by us. The arbitrator shall decide the dispute in accordance with applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, will honor claims of privilege recognized at law, and will be empowered to award only those damages or other relief provided for under Applicable Law. The arbitrator will not have the power to award relief to, or against, any person who is not a party to the arbitration other than, as allowed by Applicable Law, a joint account holder or any entity in privity with either party as to the claim at issue. An award in arbitration shall determine the rights and obligations between the named parties or those in direct privity with the named parties only, and only in respect of the claims in arbitration, and shall not have any bearing on the rights and obligations of any other person other than those identified in the foregoing sentence, or on the resolution of any other dispute. You or we may choose to have a hearing and be represented by counsel. The decision rendered by the arbitrator shall be in writing. At your or our request, the arbitrator shall issue a written, reasoned decision following Applicable Law, and relief granted must be relief that could be granted by a court under Applicable Law. Judgment on the arbitration award may be entered by any court of competent jurisdiction.

- h. Costs.** The party initiating the arbitration shall pay the initial filing fee in accordance with the rules of the arbitration forum. However, we will pay any other filing, administration or arbitration fees as imposed by the arbitration forum. Each party shall bear the expense of their respective attorneys, experts, witnesses, and other expenses, regardless of who prevails, but a party may recover any or all costs and expenses from another party if the arbitrator, applying Applicable Law, so determines.
- i. Right to Resort to Provisional Remedies Preserved.** Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as the right of set-off or the right to freeze or restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies.
- j. Arbitration Award.** The arbitrator's award shall be final and binding unless a party appeals it in writing to the arbitration forum within fifteen (15) days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later.

The appeal must request a new arbitration before a panel of three (3) neutral arbitrators selected in accordance with the rules of the same arbitration forum. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same manner as allocated before a single arbitrator. An award by a panel is final and binding on the parties after fifteen (15) days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. A final and binding award is subject to judicial intervention or review only to the extent allowed under the Federal Arbitration Act or other Applicable Law. A party may seek to have a final and binding award entered as a judgment in any court having jurisdiction.

- k. Governing Law.** You and we agree that our relationship includes transactions involving interstate commerce and that these arbitration provisions in Section 32 are governed by, and enforceable under, the Federal Arbitration Act in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the nature or origin of the claim. To the extent state law is applicable, the laws of the State of Florida shall apply (see Section 31).
- l. Severability, Survival.** These arbitration provisions in Section 32 shall survive (a) termination or changes to your accounts or any related services; (b) the bankruptcy of any party; and (c) the transfer or assignment of your accounts or any related services. If any portion of Section 32(b) is found to be unenforceable for any reason, then the remainder of this Section 32 shall also be unenforceable. If any provision in this arbitration agreement, other than Section 32(b), is found to be unenforceable, then the remaining provisions shall remain fully enforceable. Notwithstanding anything in this Section 32 to the contrary, any amendment or termination of this Section 32 by statute, by administrative action or otherwise, shall not apply to the claims that arise out of, affect or relate to conduct that occurred prior to the effective date of such amendment or termination. No portion of this Section 32 may be amended, severed, or waived absent a written agreement between you and us.
- m. Applicability.** Arbitration will not apply to your account as long as you are an active duty Service Member or a covered dependent.
- n. Right to Reject this Section 32.** YOU MAY CHOOSE TO REJECT THIS SECTION 32 BY SENDING US WRITTEN NOTICE AS FOLLOWS. You have the right to opt-out of this Section 32 within 45 days after you have opened or joined your first account with us, either as a member or joint owner. However, if we sent or offered you this Section 32 or any version of an agreement to arbitrate for the first time after your first account was opened, you must opt out within 45 days after we sent our notice and the agreement to arbitrate. To opt-out, send us written notice as follows: (i) your written notice must include your name, as listed on your account, your account number, and statement that you reject this Section 32, and (ii) you must send your written notice to us at the following address: Grow Financial Federal Credit Union, Attn: Legal Department, P.O. Box 89909, Tampa, FL 33689 or legal.execs@growfinancial.org. This is the sole and only method by which you can opt out of this Section 32. Your exercise of the right to reject this Section 32 will not affect any remaining terms of this Agreement and will not result in any adverse consequence to you or your account. You agree that our business records will be the final and conclusive evidence with respect to whether you rejected this Section 32 in a timely and proper fashion. If you take no action, your accounts will be bound by Section 32 effective immediately.

ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE – REG E

Section 1 – EFT Services

- **UPDATED subsection (a):**

VISA® Debit Card. You may use your Visa Debit 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 the card number security information before you will be permitted to complete the transaction.

You agree that you will not use your Debit Card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your Debit Card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, the credit union may pay the amount and treat the transaction as a request to transfer funds from approved Overdraft Protection accounts, or other deposit or loan accounts that you have established with the credit union, or, if you have so elected, to cover the transaction with Courtesy Pay. Fees may apply. See your Courtesy Pay Disclosures and Fee Schedule for additional information. 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. You may use your Debit Card and PIN at credit union-owned ATMs and participating nonproprietary ATMs. At the present time, in addition to the functions listed above in the ATM Card Access section, you may also use your Debit Card to:

- Withdraw funds from your accounts
- Make deposits to your accounts. You will be limited to 10 deposits per day with a maximum amount of \$999,999.99.
- Transfer funds between your accounts whenever you request.
- Obtain balance information on your accounts.
- Make POS (Point of Sale) transactions with your PIN to purchase goods or services at merchants that accept transactions routed through the networks listed on the back of your Debit Card.
- Make POS signature-based transactions routed through VISA®.
- Pay bills or make other transactions on Non-Visa Networks without a PIN*
- Order goods or services by mail, telephone, or via the Internet from places that accept VISA®.

Some services on ATM or Debit Cards may not be available at all terminals. The amount of purchases and/or cash obtained (if permitted) will be deducted from your checking account.

Non-Visa PIN-less transactions will not be processed as Visa transactions and therefore will not include Visa's zero liability or chargeback and dispute resolution benefits. Additionally, provisions of this agreement relating only to Visa transactions are not applicable to non-Visa and PIN-less debit transactions.

Limitations. The following limitations will apply to your Debit Card:

- The maximum dollar amount of cash withdrawals per day will be provided when you open your account and listed in your Rate Schedule. Sufficient funds must be available to make any withdrawal. There is no limit to the number of cash withdrawals you may make in one (1) day.
- There is no limit to the number of purchases you may make in one (1) day; however,
- Point-of-sale transactions are limited to the amounts specified in the Rate Schedule.
- Your available account balance may be reduced for three (3) business days or until the transaction clears.
- You are not allowed to make deposits at an ATM that we do not operate or own. You, however, may make deposits at any Network ATM. Please see the credit union's website or the mobile app for a listing of Network ATMs in your area.
- Additional limitations are set forth in the Transaction Limitations section of your Universal Account Agreement and Disclosures.

• **UPDATED Subsection (d) regarding Stop Payment Rights: Preauthorized EFTs.**

Stop Payment Rights. If you have arranged in advance to make a single or recurring electronic funds transfer (EFT-ACH) out of your account(s) you may place the following stops: single, multiple, or indefinite.

Call us at (813) 837-2451 or (800) 839-6328 during normal business hours or write: P.O. Box 89909, Tampa, FL 33689-0415 at any time up to three (3) business days before the scheduled date of the transfer. If you call, we may also require you to put your request in writing to us within 14 days. An oral stop payment order ceases to be binding after 14 days if you fail to provide the required written confirmation. Revocation of a recurring ACH transfer must be done through the originator of the EFT-ACH. If you want to stop a payment made through Bill Pay, you should follow the instructions in Bill Pay. Stop payments placed on ACH transactions will be effective up until the item is presented for payment except in the case of an indefinite stop payment. You may add an expiration date to your one-time stop payment order request when placing your Stop Payment Order.

• **UPDATED subsection (e) – Online and Mobile Banking**

A password is required to access your account via Online Banking or Mobile Banking Services. You must use your password with your username to access your accounts. At the present time, you may use Online and Mobile Banking to:

- Withdraw funds by check from your savings, checking, money market, and club accounts;
- Transfer funds between your credit union accounts (limitations may apply);
- Obtain balance information on your credit union accounts;
- Make loan payments from your credit union accounts (limitations may apply);
- Access internet bill pay services to make payment to various creditors;
- Verify whether a check or other item has cleared your account;
- Take an advance from a line of credit account;
- Obtain tax information on amounts earned on applicable accounts (available on Online Banking only);
- Change your password;
- Access or use other services that we may make available to you from time to time;
- Use ApplePay®, Google Pay™, Samsungpay™;

Your accounts can be accessed under the credit union Online Banking via personal computer, mobile devices, or the Grow App. Online Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing and/or scheduled maintenance. We reserve 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 withdrawal checks are made payable to you as the primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We 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 or after numerous unsuccessful attempts to enter a transaction, and there are limits on the duration of each access.

Other EFT Disclosures contained in this document apply to Online Banking services as well. You will also be required to comply with instructions and agreements provided online when you log onto the Online Banking service.

• **UPDATED subsection (f) – Grow Telephone Banking**

Grow Telephone Banking allows you to make transfers, loan payments, obtain balance information and transaction history from your telephone. Additionally, you can withdraw by check from your savings, checking account, or Express Loan. Payments or transfers initiated by telephone will post the same business day. All withdrawal checks are made payable to you as the primary member and will be mailed to your address of record.

We will not be held responsible for cancellation requests that do not allow for sufficient time to stop the transaction from going on. The maximum withdrawal or transaction amount per day may not exceed the available funds in your account.

Section 2 – Conditions of EFT Services

• **UPDATED Subsection (c):**

USING YOUR CARD FOR INTERNATIONAL TRANSACTIONS:

You may use your Visa® Debit Card for retail purchases with international merchants, for international cash advances and all transactions performed at international ATMs that bear any of the network logos found on your card. We may block transactions in certain foreign countries. Call us at the number printed on the back of your Debit Card for more information. Some merchant and ATM transactions, even if you and/or the merchant or ATM are located in the United States, are considered international transactions under the applicable network rules, in which case we will add International Processing Fees to those transactions. The credit union does not control how these merchants, ATMs and transactions are classified for this purpose. If the transaction requires a currency conversion, the exchange rate in effect when processed may differ from the rate in effect on the date of the transaction or the date of the posting to your Account.

Purchases and cash withdrawals made in foreign countries will be debited from your account in U.S. dollars. Transactions processed through the Visa® system will be converted according to the applicable rules established by Visa®. The foreign currency transaction will be converted to U.S. Dollars by multiplying the amount of the foreign currency times (a) a rate selected by Visa® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa® itself receives, or (b) the government-mandated rate in effect for the applicable central processing date. For transactions processed through other networks, the international currency transaction will be converted by that network in accordance with their rules.

A foreign transaction is any transaction that you complete, or a merchant completes, on your card outside of the U.S. Transactions completed by merchants outside of the U.S. are considered foreign transactions, regardless of whether you are located inside or outside of the U.S. at the time of the transactions. See your card disclosures for Additional fees may apply on foreign transactions.

If you need to contact us about your card while outside of the United States, call us at the number on the back of your Debit Card. Fees will be reflected on your account statement as a Visa® International Service Assessment. The converted transaction amount will be shown separately from the Visa International Service Assessment fee on your account statement.

Section 4 – Member Liability was UPDATED

You are liable for all transfers or purchases made via your card(s), access code(s) or passwords that you authorize or allow. If you permit someone else to use an EFT service, your Card, access code, or password, you are responsible for any transactions they authorize or conduct on any of your accounts, even if that person uses the card or code in a way that you did not anticipate or intend. In order to maintain secure communications and reduce fraud, you agree to protect the security of your numbers, codes, marks, signs, passwords, or other means of identification. We reserve the right to block access to the services to maintain or restore security to Online Banking and our systems if we reasonably believe your access codes have been or may be obtained or are being used or may be used by an unauthorized person(s). You will bear the liability or the risk of any error or loss of data, information, transactions or other losses which may be due to the failure of your computer system or third party communications provider on which you may rely.

Tell us AT ONCE if you believe your Card or any of your access codes have been lost or stolen or if you believe that an electronic funds transfer has been made without your permission, or if you believe someone has used your Card or access code or otherwise accessed your accounts without your authority. Calling us is the best way of keeping your possible losses down.

If you tell us within 2 business days after you learn of the loss or theft of your Card or access code, you can lose no more than \$50 if someone used your Card or access code without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card or access code, and we can prove we could have stopped someone from using your Card or access code without your permission if you had told us, you could lose as much as \$500.

If a transaction was made with your Card or Card number without your permission, and was either a VISA Card or a PIN-less debit card transaction over Visa Networks (and the access codes associated with those cards), you will have no liability for the transaction unless we can prove that you were negligent in the handling of your card. If you write your PIN on your Card or otherwise keep the PIN with the Card, you may be negligent. You should always save your terminal receipts, keep a record of your transactions, and reconcile your receipts with your periodic statements.

If your statement shows transfers that you did not make, tell us AT ONCE. If you do not tell us within 60 days after the statement was provided to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

If you believe your Card or access code has been lost or stolen, call (813) 837-2451 or (800) 839-6328 during normal business hours or write: P.O. Box 89909, Tampa, FL 33689-0415. You should also call this number or write to this address if you believe a transfer has been made using the information from your account without your permission.

The Visa Account Updater (VAU) is an account updating service in which your card is automatically enrolled. When your card expires, is lost or stolen and a new card is issued, the service may update relevant card data (card numbers and expiration dates) to appropriate merchants who participate in an effort to facilitate uninterrupted processing of your recurring charges. This service provides updates to a Visa database only. The database is accessed by those qualified merchants seeking your account information after you have requested they process a recurring payment or payments. This service is provided as a free benefit to you. If at any time you wish to opt-out of the VAU service or if you have any questions, please call us at (813) 837-2451 or (800) 839-6328 during normal business hours or write: P.O. Box 89909, Tampa, FL 33689-0415.

Notwithstanding the foregoing, if you have authorized a merchant to bill charges to your card on a recurring basis, it is ultimately your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed.

Section 8 – OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS was UPDATED

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 will be liable for your losses or damages proximately caused by our error. However, there are some exceptions:

- If, through no fault of ours, there is not enough money in your account to complete the transaction, if any funds in your account 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 withdrawal does not have enough cash.
- If the error was caused by a system of any participating ATM network.
- If the ATM/ITM, POS terminal, telephone access system, Online Banking or Bill Pay system or other electronic service was not working properly and

you knew about the problem when you started the transaction.

- If acts of God (including but not limited to fire, flood, or power failure) prevent the transaction.
- If circumstances beyond our control (such as your willful or negligent use of your Card, access code, or any EFT facility for making such transaction) prevent the transaction.
- If the money in your account is subject to legal processes or other claim.
- If the funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transaction made by the credit union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the credit union.

Section 9 – NOTICES was UPDATED

All notices from us will be effective when we have mailed them or delivered them to your last known address (physical or electronic) in our 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 the services identified in this EFT Agreement are offered. We will provide you notice of any change, as required by Applicable Law. Use of these services is subject to existing regulations governed by credit union accounts and any future changes to those regulations.

Section 10 – ERROR RESOLUTION NOTICE (does not apply to international remittance transfers) was UPDATED

In Case of Errors or Questions Regarding Your Statement. Telephone us 813.837.2451 (Hillsborough), 727.791.4206 (Pinellas), 727.376.0300 (Pasco) or 800.839.6328, or write to us at Grow Financial Federal Credit Union, P.O. Box 89909, Tampa, FL 33689-0415 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt.

We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any)
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information
- Tell us the dollar amount of the specified error.

If you tell us verbally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (five (5) business days for VISA® Debit Card Point-Of-Sale (POS) transactions and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a POS transaction, or foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days (five business days for Visa® Debit Card POS transactions and 20 business days if the transfer involved a new account) 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 10 business days, we may not provisionally credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless you have already has an established account with us before this account is opened.

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

FUNDS AVAILABILITY POLICY

Section 3 – LONGER DELAYS MAY APPLY was UPDATED

We may delay your availability to withdraw funds deposited by check into your account for up to the seventh (7th) business day after your deposit for the following reasons:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,800 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months (see Section 5).
- There is an emergency, such as failure of computer or communications equipment. We will notify you if we delay your ability to withdraw funds for any of these reasons and will tell you when the funds will be available for withdrawal.

TRUTH-IN-SAVINGS DISCLOSURES

Section 3 – DIVIDEND COMPOUNDING AND CREDITING was UPDATED

The compounding and crediting frequency of dividends and dividend period applicable to each account are set forth on the Rate Schedule. The Dividend Period is the period of time at 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. **If you close a deposit account before dividends are paid, you will not receive the accrued dividends.**

Section 4 – ACCRUAL OF DIVIDENDS was UPDATED

For all accounts, dividends will begin to accrue on deposits on the business day you make the deposit to your account. This includes noncash deposits (e.g., checks).

Section 6 – ACCRUAL OF DIVIDENDS IN NONCASH DEPOSITS was DELETED

NEW Section 6 – FEES AND CHARGES was ADDED

We may impose fees, charges, or penalties against your account(s). The types, amounts, and conditions of these fees and charges are included in your Fee Schedule and/or Rate Schedule.



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