PRIVACY POLICY NOTICE
Revised June 2014

CREDIT UNION OF COLORADO

FACTS	WHAT DOES CREDIT UNION OF COLORADO 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 and payment history ▪ Credit history and credit scores When you are *no longer* our member, we continue to share your information as described in this notice.
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 Credit Union of Colorado chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Credit Union of Colorado 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	No	We don't share

To Limit our Sharing	Call 303-832-4816 or toll-free 1-800-444-4816. **Please note:** If you are a *new* member, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer 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 for our marketing and for joint marketing purposes.
Questions?	Call 303-832-4816 or toll-free 800-444-4816.

Who we are	
Who is providing this notice?	Credit Union of Colorado
What we do	
How does Credit Union of Colorado protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Credit Union of Colorado collect my personal information?	We collect your personal information, for example, when you ▪ Open an account or apply for a loan ▪ Pay your bills or use your credit or debit card ▪ Deposit money 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. ▪ Credit Union of Colorado does not share with our affiliates.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ▪ Credit Union of Colorado does not share with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ▪ Our joint marketing partners include insurance providers.

MEMBERSHIP AND ACCOUNT AGREEMENT

Revised November 1, 2024

This Agreement covers your and our rights and responsibilities concerning Accounts the Credit Union of Colorado, A Federal Credit Union (Credit Union) offers. In this Agreement, the words "you" and "yours" mean anyone who signs a Membership Application, Account Change Card (Account Card), Account Authorization Card, or opens an account at Credit Union of Colorado, A Federal Credit Union. 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 the Credit Union.

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

Notice to Members: The laws and regulations governing the financial services we provide are complex. To ensure your understanding of our relationship with you, we provide this detailed agreement which explains both your responsibilities and ours. Please read this document carefully, and feel free to ask any questions regarding these terms and conditions. Be sure to read section 3 and related provisions to ensure you understand the pledge of shares to the Credit Union. All owners of joint accounts pledge 100% of all shares to secure both individual and joint debts or obligations. Also, carefully review section 33 which addresses when services may be suspended or terminated.

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

1. Membership Eligibility, Credit Reports, Other Credit Union Services. To join the Credit Union, you must meet the membership requirements including purchase and maintenance of at least one (1) share ("membership share") as set forth in the Credit Union's Bylaws. You authorize us to check your account, credit, and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request. To verify your eligibility or continued eligibility for membership, any account(s), service(s), or loan products; increases or decreases in services and/or credit limits, now and in the future; or as needed to comply with any applicable law, regulation or governmental agency requirements including but not limited to escheatment/abandoned property, privacy, or other issues that may affect your rights, you authorize us to make inquiry to determine your employment history and to obtain information concerning any accounts with other institutions and your credit history, including consumer credit reports. You agree that this authority applies to any account, account-related service, loans or other financial products you request or which we may offer or make available to you. We may also report information concerning your account(s) and credit to others.

Use of Biometrics / Fingerprints: The Credit Union or various apps you may choose to use may provide access to your accounts and services through the use of fingerprints or other biometrics. You agree to the use of such biometrics, and will cooperate with the Credit Union in implementing any requirements we or the third party may require associated with this technology. Biometric technologies may be used for authentication. A biometric identifier measures an individual's unique physical characteristics and compares it to a stored digital template for authentication. A physical characteristic can be a thumbprint, fingerprint, facial recognition or iris pattern. A biometric identifier can be used as a single or multifactor process. We may require the use of biometrics and/or fingerprinting with regard to any service we offer; and any refusal to cooperate with such use shall allow us to refuse to make any transaction, including but not limited to cashing any on-us item presented by any holder.

Important Notice on Biometrics: When you enable biometric access every person with an enrolled fingerprint on your accounts, services or device used to access your accounts and services will have access to your accounts and services, and may access your accounts, view your information, conduct transactions on your behalf, and has your authority to engage in these activities. Enrolled biometrics expand the number of persons who have access to your account regardless of the signers listed on your account agreement with us. CREDIT UNION ADVISES YOU TO REVIEW AND CONFIRM THAT ALL REGISTERED BIOMETRICS BELONG TO INDIVIDUALS WITH AUTHORITY AS DESCRIBED ABOVE. BY ACTIVATING ACCESS/SERVICES REQUESTED BY YOU THE CREDIT UNION RELIES ON YOUR REPRESENTATION THAT ANYONE WITH A REGISTERED BIOMETRIC HAS PROPER AUTHORITY TO ACCESS AND USE YOUR ACCOUNTS AND ASSOCIATED ACCOUNT INFORMATION.

2. Single Party Accounts. A single party account is an account owned by one 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 decedent's estate or Payable on Death (POD) beneficiary/payee or trust beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death.

3. Multiple Party Accounts. An account owned by two or more persons is a multiple party account.

a. Rights of Survivorship. Unless otherwise stated on the Membership Application, a multiple party account includes rights of survivorship. This means when one owner dies, all sums in the account will pass to the surviving owner(s). For a multiple party 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 Multiple Party Accounts. Any single account owner acting alone is authorized and deemed to act for all other owner(s) and any individual account owner may instruct us regarding transactions and other account matters pertaining to any sub-accounts connected to this account. Each owner guarantees the signature of any other owner(s). Any single account owner may individually withdraw any or all funds, stop payment on items, request and utilize ATM transaction cards, transfer, or pledge to us all or any part of the shares without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any transaction which we deem unusual or for any change to or termination of a multiple party account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners to act.

c. Multiple Party Account Owner Liability. Each individual account owner guarantees absolutely and unconditionally the prompt payment when due and performance when required of all obligations of the other joint account owners under the Membership and Account Agreement. If a deposited item in a multiple party account is returned unpaid, an 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 account charges or fees, 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 any joint owner or all funds in the multiple party account regardless of who contributed them. We may issue an ATM transaction card to any owner who requests a card. 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 and regardless of which account owner initiated or benefited from the card transactions.

d. Change of Ownership. If you wish to add a joint owner to your account, you and the joint owner(s) must amend the Membership Application by completing and signing an Account Change Card to reflect the new owner(s). Any joint owner(s) you wish to remove must also sign the appropriate forms.

4. Personal/Commercial: You agree that all personal accounts and services will be used for personal, family and household purposes. If we in our discretion

ascertain other use such as commercial, we may ask the account(s)/services(s) be closed or converted to products designed for business purposes.

5. POD/Trust Account Designations. A Payable on Death (POD) account or trust account designation is an instruction to the Credit Union that a single or multiple party account so designated is payable to the owner(s) during his, her or their lifetimes and, when the last account owner dies, payable to any named and surviving POD or trust beneficiary/payee. Accounts payable to more than one surviving beneficiary/payee are owned jointly by such beneficiaries/payees without rights of survivorship. Any POD or trust beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs) which are governed by a separate beneficiary/payee designation. We are not obligated to notify any beneficiary/payee of the existence of any account or the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law.

6. Trust Accounts. The following rules govern trust accounts:

a. A lawfully created trust may establish an account at the Credit Union under certain criteria. A lawfully created trust is a trust which has been lawfully created in the United States pursuant to a written trust agreement executed by the Grantor/Settlor in which persons or entities have been designated to serve as Trustee(s) and administer the Trust by exercising the powers and authority described in the trust agreement. ***If the trust is designated as revocable***, all of the Grantor(s)/Settlor(s) of the trust must be eligible for membership in the Credit Union. If the trust is revocable and some of the Grantor(s)/Settlor(s) of the trust <u>are not</u> eligible for membership, the trust cannot be established at the Credit Union. ***If the trust is designated as irrevocable,*** either all the Grantor(s)/Settlor(s) of the trust <u>or</u> all of the trust beneficiaries must be eligible for membership in the Credit Union. If the trust is irrevocable and either all the Grantor(s)/Settlor(s) or all of the beneficiaries are not eligible for membership, the trust cannot be established at the Credit Union.

b. The Credit Union does not have a trust department. Therefore, the Credit Union cannot act as Trustee of any shares held in a trust account. The Credit Union reserves the right to close any trust account at any time by remitting the funds on deposit to the last known trustees.

c. Any individual trustee may act for the trust and may instruct us regarding transactions and any other account matters. Each trustee guarantees the signature(s) of all other trustee(s). Any single trustee may individually withdraw any or all funds, stop payments on items, order checks, or engage in any other activity concerning the account without the consent of the other trustee(s). In each such case, the act of any single trustee is binding upon the trust and all of the other trustee(s). We have no duty to notify any other trustee(s) about any transactions.

7. Estate Accounts. A lawfully created estate may establish an account at the Credit Union under certain criteria. A lawfully created estate by a court of competent jurisdiction for the benefit of a deceased member or a member under the protection of the court. Only the persons or entities who have been designated to serve as personal representative(s)/conservator(s) may transact business on this account. Any individual personal representative/conservator may act for the estate and may instruct us regarding transactions or any other account matters. If more than one personal representative/conservator is required to authorize a transaction, the estate cannot maintain an account at the Credit Union. Each personal representative/conservator guarantees the signature(s) of all other personal representative(s)/conservator(s). Any single personal representative/conservator may individually withdraw any or all funds, stop payments on items, order checks, or engage in any other activity concerning the account without the consent of the other personal representative(s)/ conservator(s). In each such case, the act of any single personal representative/conservator is binding upon the estate and all of the other personal representative(s)/conservator(s). We have no duty to notify any other personal representative(s)/conservator(s) about any transactions.

8. Accounts for Minors. We may require any account established by a minor to be a multiple party account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may pay funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. When the minor reaches the age of majority, the account will be converted from Youth to General Membership. All joint owners will remain on the account unless authorized in writing to be removed.

9. 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 entitled to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction. If the custodian dies, we may suspend the account, until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawal.

10. Agency Designation on an Account/Authorized User/Use. 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, unless required by law. The member must cancel the agency designation by signing the appropriate forms. The agency designation is automatically revoked upon the death of the owner of the account. “Authorized User” and “Authorized Use” means any person who has actual, implied or apparent authority, or to whom any owner has at any time given any information, access device or documentation that enables such a person to access, withdraw, make transactions to or from your accounts, or to use any of your account services. If you authorize anyone to use your access devices, that authority shall continue until you specifically revoke such authority by notifying the Credit Union in writing or as required by applicable laws. If we or any of our agents contact you regarding any transaction(s) and you verify the transaction(s) you agree we may rely on your verification; and that any such transaction(s) shall be deemed authorized by you. If you fail to maintain the security of these access codes and the Credit Union suffers a loss or otherwise makes a determination that the Credit Union is at risk for potential loss, we may terminate any or all of your account services immediately. This definition is intended to be construed broadly and includes without limitation all users acting under a written document such as a power of attorney as well as any person or entity that is authorized to make deposits or debits to or from your accounts with us.

11. Representative Payee/Adult Guardianship & Conservatorship. A representative payee is an individual designated by the Social Security Administration to receive funds and transact business on behalf of a disabled or otherwise incapacitated member. An adult guardian and/or conservator is a person appointed by a judge to protect and manage the financial affairs of a disabled or otherwise incapacitated member. A representative payee, guardian, and/or conservator has no ownership interest in the account(s) or Credit Union voting rights. We may rely upon the instructions given to us by the representative payee, guardian, and/or conservator concerning the account and the owner, and the representative payee, guardian, and/or conservator is jointly and severally liable for all transactions on the account. The representative payee, guardian, and/or conservator agrees to be bound by the terms of the account agreements and to furnish upon request, a copy of such documents detailing their designation. We have no duty to inquire about the use or purpose of any transaction made by the representative payee, guardian, and/or conservator.

12. Deposit of Funds Requirements. Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with the requirements set forth on the Funds Availability Disclosure based on Reg CC. You agree not to deposit any substitute check or similar item that you have created, or for which no financial institution has provided any substitute check warranties and indemnity. If you do so, you agree to indemnify the Credit Union for all losses the Credit Union incurs in connection with the substitute check or item. You agree not to deposit any substitute check without our consent.

a. <u>Endorsements</u>. We may accept transfers, checks, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check 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 an 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. Endorsements must be made on the back of the check within 1½ inches from 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. <u>Collection of Items</u>. We act only as your agent, and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care.

Deposits made by mail or at unstaffed facilities are not our responsibility until we receive them. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection (Items drawn on an institution located outside the United States are handled on a collection basis only). You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We have the right to refuse any order, transfer or deposit, limit the amount that may be offered for deposit and to return all or any part of a deposit. Special instructions for handling an item are effective only if made in writing and accepted by us separately along with the item in question.

c. Final Payment. All items or Automated Clearing House (ACH) transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items or ACH transfers and impose a return item charge on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or funds transfer. We have the right to charge back against your account all previously deposited items or other items endorsed by you that are returned to us unpaid, regardless of whether the amount of the item has been available for your use.

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

e. Crediting of Deposits. Deposits made after the deposit cutoff time and deposits made on either holidays or days that are not our business days will be credited to your account on the next business day. Deposits at an unstaffed facility such as a night depository will be credited on the day the funds are removed and processed. 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 any items we purchase or receive for credit or collections to your account.

f. Large Currency Transactions. The Bank Secrecy Act (a federal law) requires the filling out and filing of a Currency Transaction Report (CTR) for any large currency transactions. 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.

g. Overpayments and Reversals. If funds to which you are not entitled are deposited to your account by mistake or otherwise, we may deduct these funds from your account, even if the deduction results in an overdraft or negative account balance. We can do this without giving you any prior notice or demand.

13. Account Access.

a. Authorized Signature. Your original signature on the Membership Application authorizes your account access. We will not be liable for refusing to honor any item or instruction if we do not have an original signature and/or we believe that the signature is not genuine. If we elect to honor an item on one or more occasions without the original signature, that shall not obligate us to accept such items at other times. If you have authorized the use of a stamp or facsimile signature, we may honor any check that appears to bear your stamp or 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. If you elect to utilize a Bill Payer service, you expressly adopt the words “Signature on File” as your signature on any check issued on your behalf and drawn on your account. By using such service, you expressly authorize us to honor all checks for payment of money drawn on your account bearing the words “Signature on File”.

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

c. ACH & Wire Transfers. If we provide the service, you may initiate or receive credits or debits to your account through wire or Automated Clearing House (ACH) transfer. You agree that if you receive funds by a wire or ACH transfer, we are not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. We may provisionally credit your account for an ACH transfer before we receive final settlement. We may reverse the provisional credit, or you will refund us the amount if we do not receive final settlement. When you initiate a wire transfer, you 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.

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

e. Electronic Check Transactions.

i. Electronic Checks. If you authorize a merchant to electronically debit your Everyday (checking) account using the routing, account and serial number of your check to initiate the transfer, whether the check is blank, partially or fully completed and signed, such authorization is an electronic check conversion. An electronic check conversion is an electronic funds transfer (EFT) subject to the terms of the Electronic Funds Transfer Agreement/Disclosures. You authorize us to honor any electronic check conversion from your Everyday (checking) account just the same as a regular written check.

ii. Electronic Re-presented Checks. If you write a check on a personal account that we return unpaid because of insufficient or uncollected funds, the payee or any subsequent holder of the check may re-present the check to us, through an electronic instruction (Electronic Re-presented Check) to charge your account for the amount of the check. If we receive an electronic re-presented check, we will pay or return the electronic re-presented check as if the original paper check was presented to us. Any collection fee you authorize the merchant to debit from your account is an electronic funds transfer subject to the terms of the Electronic Funds Transfer Agreement/Disclosures. If you want to reverse an electronic re-presented check, you must give us an affidavit within 15 days after we send or make available to you the periodic statement that reflects payment of that electronic re-presented check. In your affidavit, you must declare and swear under oath that the electronic re-presented check was ineligible or unauthorized. If we receive proper notice or affidavit from you within the 15-day period, we will re-credit your account with the amount of the charge. If you wish to stop payment of any electronic re-presented check, you must follow the procedures contained in the Agreement for stopping payment of checks, not the procedures for stopping payment on electronic loan or bill payments. If you ask us to request the depositor’s bank to send us the original paper check or a copy of the paper check, and we provide it to you, you agree that you will not seek to have your account re-credited due to a prior stop payment order or if the item is otherwise ineligible for collection.

14. Account Rates and Fees. We pay account earnings and assess fees against your account as set forth in the Rate and Fee Schedule and the Truth-in-Savings Account Disclosures. We may change the Rate and Fee Schedule and the Truth-in-Savings Account Disclosures at any time and will notify you as required by law.

15. Transaction Limitations.

a. Withdrawal Restrictions. We permit withdrawals only if your account has sufficient available funds to cover the full amount of the withdrawal or you have an established overdraft protection plan. Checks or other transfer or payment orders which are drawn against insufficient funds may be subject to a service charge set forth in the Rate and Fee Schedule and the Truth-in-Savings Account Disclosures. If there are sufficient funds to cover some, but not all, of your withdrawal, we may allow those withdrawals for which there are sufficient funds in any order at our discretion.

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

b. Transfer Limitations. For Money Market Plus & Everyday w/High-Yield Savings Accounts, if applicable, you may make no more than three (3) debit transactions during any calendar month. All Money Market Plus & Everyday w/High-Yield Savings Accounts are subject to additional account limitations and fees as outlined in the Money Market Plus Agreement, the Rate and Fee Schedule, the Truth-in-Savings Account, and other applicable disclosures. However, we may refuse or reverse a transfer that exceeds these limitations and may assess fees against, suspend or close your account.

16. Telephone Requests; Recording Communications and Consent to Electronic Communications from the Credit Union. You agree that funds in any account(s) with us can be transferred, upon the telephone request of any signer on the account, to another account with us or to any other financial institution. Furthermore, we reserve the right to refuse to execute any telephone request or order. You consent that any phone call with us may be monitored or recorded by us or our affiliates. By providing telephone number(s) to us, now or at any later time, you authorize us and our affiliates and designees to contact you regarding your account(s) with the Credit Union and its affiliates at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or by sending prerecorded messages or text messages, even if charges may be incurred for the calls or text messages. We respect your privacy and do not share your personal information obtained from SMS (text) communications, including opt-in data and consent with third parties for their marketing purposes

17. Certificate Accounts. Any certificate account allowed by state law is subject to the terms of this Agreement and the specific terms and disclosures set forth on the Rate and Fee Schedule, the Truth-in-Savings Account Disclosures, and Account Deposit Receipt.

18. Understanding Your Account Balance.

Your account has two kinds of balances: the actual balance and 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 checks you have written and are still outstanding or transactions that have been authorized but are still pending. 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; and (2) any other holds, such as holds related to pledges of account funds and minimum balance requirements or to comply with court orders. We use your 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. 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. You should assume that any item which would overdraw your account based on your available balance may create an overdraft. You may check your available balance online at www.cuofco.org, at an ATM, by visiting a Credit Union branch or by calling us at 1-800-444-4816.

How Transactions are Posted to Your Account. Basically, there are two types of transactions that affect your account: credits (deposits of money into your account) and debits (payments out of your account). It is important to understand how each is applied to your account so that you know how much money you have and how much is available to you at any given time. This section explains generally how and when we post transactions to your account.

a. Credits. Deposits are generally added to your account when we receive them. However, in some cases when you deposit a check, the full amount of the deposit may not be available to you at the time of deposit. Please refer to the Funds Availability Policy Disclosure for details regarding the timing and availability of funds from deposits.

b. Debits. There are several types of debit transactions. Common debit transactions are generally described below. Keep in mind that there are many ways transactions are presented for payment by merchants, and we are not necessarily in control of when transactions are received.

Checks. When you write a check, it is processed through the Federal Reserve system. We receive data files of cashed checks from the Federal Reserve each day. The checks drawn on your account are compiled from these data files and paid each day. We process the payments in sequential order based on check number from low to high.

c. ACH Payments. We receive data files every day from the Federal Reserve with Automated Clearing House (ACH) transactions. These include, for example, automatic bill payments you have authorized. ACH transactions for your account are posted each business day morning after 7:00 a.m. in the order that they are received. We post Same-Day ACH transactions each business day afternoon after 4:00 p.m.

d. PIN-Based Debit Card Purchase Transactions. These are purchase transactions using your debit card for which a merchant may require you to enter your personal identification number (PIN) at the time of sale. They are processed through a PIN debit network. These transactions are similar to ATM withdrawal transactions because the money is usually deducted from your account immediately at the time of the transaction. However, depending on the merchant, a PIN-based transaction may not be immediately presented for payment.

e. Signature-Based Debit Card Purchase Transactions. These are purchase transactions using your debit card that are processed through a signature-based network. Rather than entering a PIN, you typically sign for the purchase; however, merchants may not require your signature for certain transactions. Merchants may seek authorization for these types of transactions. The authorization request places a hold on funds in your account when the authorization is completed. The "authorization hold" will reduce your available balance by the amount authorized but will not affect your actual balance. The transaction is subsequently processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after the transaction, depending on the merchant and its payment processor. These payment requests are received throughout the day and are posted to your account when they are received.

The amount of an authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when you present your card for payment. For example, if you use your debit card at a restaurant, a hold will be placed in an amount equal to the bill presented to you; but when the transaction posts, it will include any tip that you may have added to the bill. This may also be the case where you present your debit card for payment at gas stations, hotels and certain other retail establishments. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.

This is a general description of certain types of transactions. These practices may change, and we reserve the right to pay items in any order we choose as permitted by law.

19. Overdrafts.

a. Overdraft Liability. If on any day, the funds in your Everyday (i.e., checking) account(s) are not sufficient to cover checks, fees or other items posted to your account, those amounts will be handled in accordance with our overdraft procedures, or an overdraft protection plan you have with us. The Credit Union's determination of an insufficient account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the account required. We do not have to notify you if your share account does not have funds to cover checks, fees or other posted items. Whether the item is paid as a courtesy or returned, your account may be subject to a charge as set forth in the Rate and Fee Schedule and the Truth-in-Savings Account Disclosures. Except as otherwise agreed in writing, we, by covering one or any overdraft, do not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time without notice. If we pay a check or impose a fee that would otherwise overdraw your account, you agree to pay the overdrawn amount immediately. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any midnight deadline limits. Multiple "presentments": Any item or transaction can be presented for payment multiple times, which is beyond the control of the Credit Union. Each presentment may result in an NSF (non-sufficient funds) fee even though it may be a repeat presentment.

b. Overdraft Protection Plan. If we have approved an overdraft protection plan for your account, we will honor transactions drawn on insufficient funds by transferring funds from another account under this Agreement or a loan account, as you have directed, or as required under the Credit Union's overdraft protection policy, up to your approved/available limit. The fee for overdraft transfers, if any, is set forth on the Rate and Fee Schedule and the Truth-in-Savings Account Disclosures. This Agreement governs all transfers, except those governed by agreements for loan accounts.

c. Right to Offset. In circumstances where you have an overdrawn account or unpaid debt with us, you allow us the right to offset this debt with funds from any of

your accounts, as allowed by applicable law. If you do not rectify your account's negative balance by the Credit Union's midnight deadline on the 30th day, or if your account is frequently overdrawn, we retain the right to close your account. In the event of account closure, it is your responsibility to redirect any recurring deposits and payments to an alternate account. Termination of an account in deficit may be reported to consumer reporting services. You consent to cover any costs and expenses we may incur during this process, which includes, but is not limited to, attorney's fees and related expenses.

20. Postdated and Staledated Checks. You agree not to postdate any check and authorize us to accept and pay any check without regard to the date of the check even if the check is presented for payment before its date. By entering into this agreement, you waive any right under the Colorado Uniform Commercial Code to bind the Credit Union to pay an item after a certain date by giving notice of its postdating. However, as with any check, you may place a stop payment order on a postdated check. The stop payment order will be effective for two (2) years as set forth in paragraph 21b below or until you notify us in writing that we may remove the stop payment order and pay the item as presented. You agree not to deposit checks, or other items before they are properly payable. We are not obligated to pay any check drawn on your account which is presented more than six (6) months past its date.

21. Stop Payment Orders.

a. Stop Payment Order Request. You may request a stop payment order on any check drawn on your account. You may also request a stop payment on a series of checks which are lost or stolen. To be binding an order must be dated, signed, and describe the account and check number and the exact amount. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the number of the account, number of the check, and its exact amount. You understand that the exact information is necessary for the Credit Union's computer to identify the check. If you give us incorrect 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 to any other party for payment of the check. If we recredit your account after 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 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. You may make an oral or written stop payment order which will remain in effect for two (2) years and may be renewed in writing from time to time with the appropriate fee. We do not have to notify you when a stop payment order expires. You may cancel the stop payment, in writing, at any time before the stop payment order expires.

c. 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 re-crediting the funds.

d. Liability. Fees for stop payment orders are set forth on the Fee Schedule. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, 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 account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

22. 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 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 Account Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.

23. Credit Union Lien and Security Interest. If you owe us money as a borrower, guarantor, endorser or otherwise, we have a statutory lien on funds in any account in which you have an ownership interest, regardless of their source, unless prohibited by law. We may apply these funds in any order to pay off your indebtedness without further notice to you. By not enforcing a lien, we do not waive our right to enforce it later. In addition, you grant the Credit Union a consensual security interest in your accounts and we may use the funds from your accounts to pay any debt or amount now or hereafter owed the Credit Union, except for obligations secured by your residence, unless prohibited by applicable law. All accounts are non-assignable and nontransferable to third parties.

24. 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.

25. 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. You understand that you may elect from time to time to use the Credit Union or other parties' social media tools and sources; that there is no claim of privacy or privilege regarding information shared or discernible from such use or sharing; and the use of such information by us does not violate your privacy or other rights. You acknowledge and agree that the Internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim or damages arising or in any way related to our response(s) to any e-mail or other electronic communication, which we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any e-mail or other electronic communication; and may respond to an e-mail at either the address provided with the communication, the e-mail address in your Membership Application and Signature Card, or any other application or written communication actually received by us. Any account owner, co-borrower, or authorized user may change the e-mail address for statements or other information from us at any time. The Credit Union may not immediately receive e-mail communications that you send. We reserve the right to require any notices from you be submitted to us in writing, and we may refuse to send certain information through unsecured e-mail communications.

26. Notices.

a. Contact Information Changes. You are responsible for notifying us of any changes to your contact information including address, phone number, email, or name change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We may accept oral notices of a change in address and may require any other notice from you to us be provided in writing. If we attempt to locate you, we may impose a service fee as set forth on the Fee Schedule.

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

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

27. Taxpayer Identification Numbers and Backup Withholding. Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements

may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we will not open your account. If we find that the TIN you have provided us is incorrect, we will close your account.

28. Statements.

a. Contents. If we provide a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for a multiple party account. If a statement is returned to the Credit Union by the United States Postal Service, we reserve the right to hold further statements until you provide us with a current address. For Everyday (checking) accounts, you understand that when paid, your original check (or any substitute check) becomes property of the Credit Union and may not be returned to you. You agree to keep a copy or carboncopy of your original check in order to verify its validity. If you request us to provide you with an original check or sufficient copy, you agree that we may provide an electronic image of the original check or sufficient copy if you have agreed to receive account information or statements electronically. You understand and agree that statements are made available to you on the date they are mailed to you. You also understand and agree that checks or copies thereof are made available to you on the date the statement is mailed to you, even if the checks do not accompany the statement. The Credit Union may impose a fee for any copies requested as set forth on the Fee Schedule.

b. Examination. You are responsible for examining each statement and reporting any irregularities to us. We will not be responsible for any forged, altered, unauthorized or unsigned items drawn on your account if: (1) you fail to notify us within thirty-three (33) days of the mailing date of the earliest statement regarding any forgery, alteration or unauthorized signature on any item described in the statement; or (2) any items are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.

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

d. Electronic Statements. The Credit Union has the capability of capturing your periodic statement electronically (e-statement) and posting it in a secure manner so that you may retrieve it at your convenience. You have the right to receive your statement in paper or receive it electronically. If you elect to have your statement presented electronically, we may also send, from time to time, other notices and promotional material. We will provide you error-resolution information with each periodic statement. **Equipment Required:** You will need access to a personal computer/tablet/mobile device and the Internet.

29. Inactive Accounts. If your account falls below the required minimum balance and you have not made any transactions over a period specified in this Agreement under paragraph 33 Termination of Account during which we have been unable to contact you by regular mail (or electronic notification, if applicable), we may classify your account as inactive or dormant. Unless prohibited by applicable law, we may charge a service fee set forth on 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.

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

31. Notice of Withdrawal. By law, the Credit Union has the right to impose a sixty (60) day notice of withdrawal requirement on all accounts except Everyday (checking). This legal right exists to protect the liquidity and solvency of the Credit Union should the need ever arise.

32. Compliance with Laws and Inappropriate Transactions: You agree to comply with all laws, rules and regulations. You also warrant and agree that you will not use any Credit Union Accounts or Services, including but not limited to loans, to make or facilitate any illegal transaction(s) as determined by applicable law or otherwise prohibited by applicable laws; and that any such use, including any such authorized use, will constitute a breach of this Agreement. Certain federal and/or state laws or Third-Party Service Providers' Rules may limit or prohibit certain transactions such as (but not limited to) those coded as possible gambling transactions. We may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us or otherwise) under applicable law; or which is otherwise limited or prohibited, including but not limited to any transaction involving or relating to any gambling activity. Such prohibition or limitations may affect some otherwise proper or allowable transactions such as debits, charges or other transactions at or relating to a hotel-casino. You understand and agree such limitations/prohibitions are not within the Credit Union's control and that we will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction.

33. Termination of Account/Membership. You may terminate your membership by giving us notice. You may terminate a single party account by giving written notice. We reserve the right to require the consent of all owners to terminate a multiple party account. We are not responsible for payment of any check, withdrawal, or other item after your account is terminated, however, if we pay an item after termination, you agree to reimburse us. You may be denied services, asked to voluntarily close your membership, or expelled for any reason allowed by applicable law. You may be denied services in instances including but is not limited to: (1) if 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 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) your account is declared inactive; (8) you have caused a loss to the Credit Union; (9) you threaten the safety of any staff or member; (10) you have allowed your account to fall below the required minimum balance for six (6) months or more; (11) we reasonably believe your transaction could be in violation of law; (12) we reasonably deem it necessary to prevent a loss to us; or (13) using one or more credit or debit cards to obtain cash and purchasing power we do not believe appropriate, using such devices to pay credit card balances with the proceeds of other cards, or using such devices in a manner we determine is primarily intended to abuse a rewards program.

We may terminate your membership in the Credit Union in one of three ways. The first way is through a special meeting. Under this option, we may call a special meeting of the members, provide you an opportunity to be heard, and obtain a two-thirds vote of the members present at the special meeting in favor of your expulsion. The second way to terminate your membership is under a nonparticipation policy given to each member that follows certain requirements. The third way to terminate your membership is by a two-thirds vote of a quorum of the directors of the Credit Union for cause.

Cause is defined as follows: (A) a substantial or repeated violation of your Membership & Account Agreement with us; (B) a substantial or repeated disruption, including dangerous or abusive behavior, to the Credit Union's operations; or (C) fraud, attempted fraud, or a conviction of other illegal conduct that a member has been convicted of in relation to us, including in connection with our employees conducting business on behalf of us.

Before the board votes on an expulsion, the Credit Union must provide written notice to your mail address (or email, if applicable) on record or personally provide the written notice. We must provide the specific reasons for the expulsion and allow you an opportunity to rebut those reasons through a hearing if you choose. It is your responsibility to keep your contact information with us up to date, and to open and read notices from us. Unless we determine to allow otherwise, there is no right to

an in-person hearing with the board. If you fail to request a hearing within 60 calendar days of receipt of the notice, you will be expelled. You may submit any complaints about your pending expulsion or expulsion to NCUA's Consumer Assistance Center if the complaint cannot be resolved with the Credit Union.
We will confirm any expulsion with a letter with information on the effect of the expulsion and how you can request reinstatement. Expulsion or withdrawal from membership does not relieve a member of liability to the Credit Union, and we may demand immediate repayment of the money you owe to us after expulsion, subject to any applicable contract terms and conditions.
For additional information on expulsion and a copy of our expulsion policy, see Article XIV of our Bylaws.
34. Death of Account Owner. We may continue to honor all transfer orders, withdrawals, deposits and other transactions on an account until we are notified of a member's death. Once we are notified of a member's death, we may pay checks 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 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.
35. Furnishing negative information to credit bureaus. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.
36. 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.
37. Enforcement. You are liable to us for any loss, cost or expense 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 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.
38. 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 of Colorado, National Automated Clearing House Association (NACHA) rules, 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.
39. Resolving Claims
If you and the Credit Union are not able to resolve a claim ourselves, then you and we agree that the claim will be resolved as provided in this Resolving Claims Section. This is a dispute resolution provision. Please read it carefully.

ARBITRATION: This section does not apply to any dispute in which the amount in controversy is within the jurisdictional limits of, and is filed in, a small claims court. These arbitration provisions shall survive closure of your account or termination of all business with us. If any provision of this section is ruled invalid or unenforceable, this "ARBITRATION" sub-section shall be rendered null and void in its entirety, but the remaining terms of this Resolving Claims section shall remain in full force and effect – See "Rules of Interpretation" below.

Arbitration Rules: In the event of a dispute relating to or arising out of your account, this Agreement, any loan agreements or any other services you may have with us now or at any time in the future - you or we may elect to arbitrate the dispute. At your election, the arbitration shall be conducted by either JAMS or JAG (or, if neither of these arbitration organizations will serve, then a comparable substitute arbitration organization agreed upon by the parties or, if the parties cannot agree, chosen by a court of competent jurisdiction). If JAMS is selected, the arbitration will be handled according to its Streamlined Arbitration Rules unless the Claim is for $250,000 or more, in which case its Comprehensive Arbitration Rules shall apply. You may obtain rules and forms for JAMS by contacting JAMS at 1.800.352.5267 or www.jamsadr.com and for JAG by contacting JAG at 303.572.1919 or www.jaginc.com. Any arbitration hearing that you attend will take place in the federal judicial district in which you reside. Without regard to which arbitration body is selected to resolve the dispute, any disputes between you and us as to whether your claim falls within the scope of this arbitration clause shall be determined solely by the arbitrator, and not by any court.

Arbitration Process: Arbitration involves the review and resolution of the dispute by a neutral party. The arbitrator's decision will generally be final and binding. At your request, for claims made to consumer accounts, we will advance your filing and hearing fees for any claim you may file against us; the arbitrator will decide whether we or you will ultimately be responsible for those fees. Arbitration can only decide our or your dispute and cannot consolidate or join claims of other persons who may have similar claims. There will be no authority or right for any disputes to be arbitrated on a class action basis.

Effects of Arbitration: If either of us chooses arbitration, neither of us will have the right to litigate the dispute in court or have a jury trial. In addition, you will not have the right to participate as a representative or member of any class of claimants, or in any other form of representative capacity that seeks monetary or other relief beyond your individual circumstances, pertaining to any dispute subject to arbitration. There shall be no authority for any claims to be arbitrated on a class action or any other form of representative basis. Arbitration can only decide your or our claim, and you may not consolidate or join the claims of other persons who may have similar claims, including without limitation claims for public injunctive or other equitable relief as to our other customers or members of the general public. Any such monetary, injunctive, or other equitable relief shall be limited solely to your accounts, agreements, and transaction with us. Notwithstanding the foregoing, any question as to the validity and effect of this class action waiver shall be decided solely by a court of competent jurisdiction, and not by the arbitrator.

THE FOLLOWING SECTIONS APPLY ONLY TO THE EXTENT THERE IS AN EXPRESSLY APPLICABLE LAW OR JUDICIAL RULING THAT EXPRESSLY PREVENTS USE OF ARBITRATION AS THE METHOD OF DISPUTE RESOLUTION; OR IN ANY CASE WHERE A NON-ARBITRATION PROCESS IS USED AS THE METHOD OF DISPUTE RESOLUTION BY THE AGREEMENT OF THE PARTIES, OR WHERE ARBITRATION IS EXPRESSLY EXCLUDED FROM ARBITRATION PURSUANT TO THE JURISDICTION LIMITS STATED ABOVE.

What does "Claim" Mean? Claim means any claim, dispute or controversy (whether under a statute, in contract, tort or otherwise and whether for money damages, penalties or declaratory or equitable relief) by either you or the Credit Union against the other; or against any employee, agent or volunteer of the other, arising from or relating in any way to this Agreement or any Agreements to which the Membership Account Agreement & Disclosures apply, in any manner (including any renewals, extensions or modifications) or any relationships between us.

How Claims will be Resolved

IF either party does not elect Arbitration as provided for above; or if Arbitration is deemed invalid or unenforceable, then the parties agree that the following terms and conditions shall apply:

JURY TRIAL AND CLASS ACTION WAIVER

AS PERMITTED BY LAW, YOU AND WE AGREE AND UNDERSTAND THAT YOU AND WE BOTH GIVE UP THE RIGHT TO TRIAL BY JURY. THIS IS A JURY TRIAL WAIVER.

AS PERMITTED BY LAW YOU AND WE AGREE AND UNDERSTAND THAT YOU AND WE BOTH AGREE THAT WE ARE PRECLUDED FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS ACTION; OR JOINING OR CONSOLIDATING THE CLAIMS OF OTHER PERSONS. THIS IS A CLASS ACTION WAIVER.

You and we both agree that all Claims will be resolved in court by a judge without a jury trial, as permitted by law. You and the Credit Union both reserve the right to seek appellate review of any judgment or order.

Limitation and Non-Severability Regardless of any other provision of this Resolving Claims Section, you and we both agree that the validity and effect of the jury trial and class action waiver may be determined only by a court as provided herein. You and we both have the right to appeal any limitation or invalidation of these waivers.

Rules of Interpretation Except as provided in the Limitation and Non-Severability clause above, if any portion of this Resolving Claims Section is determined to be invalid or unenforceable, it will not invalidate the remaining portions of this Section or any other part of this Agreement. If there is any conflict or inconsistency between this Resolving Claims Section and the other terms of this Agreement or any other applicable agreements, this Resolving Claims Section shall govern. If there is any conflict between this Resolving Claims Section and any other dispute provisions (whether it be for reference or any other form of dispute resolution), this Resolving Claims Section will prevail form Claims arising out of or relating to this Membership Account Agreement & Disclosures or other agreements or transactions referred to herein or contemplate by this Membership Account Agreement & Disclosures.

Jurisdiction and Venue Any action or proceeding regarding your account or this Membership Account Agreement & Disclosures must be brought in the state where the Credit Union maintains your account. You submit to the personal jurisdiction of that state. Any action or proceeding will be governed by and interpreted in accordance with the Governing Law Section of this Agreement. Please refer to Section 38 above.

ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE
DEBIT CARD AGREEMENT

Revised November 1, 2024

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 Credit Union of Colorado, A Federal Credit Union ("Credit Union"). In this Agreement, the words "you" and "yours" mean those who sign the application as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share accounts you have with the Credit Union. The word "card" means a VISA Debit card. Electronic funds transfers are electronically initiated transfers of money from your account through the electronic funds transfer services described below. By signing an application for EFT services, signing your Card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered.

1. **EFT Services.** If approved, you may conduct any one or more of the EFT services offered by the Credit Union.
   a. VISA Debit, ("ATMs"). You may use your Card and PIN (Personal Identification Number) in automated teller machines of the Credit Union, Money Pass, CO-OP Network, Cirrus, or Plus System Networks, and such other machines or facilities as the Credit Union may designate. At the present time, you may use your Card to:
      - Make deposits to your savings account and/or Everyday (checking) account at participating Money Pass and/or CO-OP ATMs within Colorado. Third party checks are not allowed to be deposited at ATMs.
      - Withdraw cash from your savings account, Everyday (checking) account, health savings account, and/or line of credit (Overdraft Loan).
      - Obtain balance information for your savings account, Everyday (checking) account, health savings account, and/or line of credit (Overdraft Loan).
      - Transfer funds between your savings and Everyday (checking) account and your overdraft line of credit.

      The following limitations on the frequency and amount of ATM transactions apply:
      - There is no limit on the number of cash withdrawals you may make in any one day.
      - You may withdraw up to a maximum of $1,010 in any one day, if there are sufficient funds in your account.

      Because of the servicing schedule and processing time required in ATM operations, there is a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal. For security purposes, there are other limits on the frequency and amount of transfers available at ATMs. You should review the Credit Union's Funds Availability Policy to determine the availability of funds deposited at ATMs.
   b. VISA 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 number security information before you will be permitted to complete the transaction. You may use your card at any VISA Money Transfer Service provider to transmit funds to or from your account. 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 transactions will be deducted from your Everyday (checking) account or health savings account. If the available 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 share accounts, approved overdraft protection accounts, or approved Courtesy Pay service that you have established with the Credit Union. Your available balance in that account may be reduced by the amount of any transaction as soon as the merchant has received authorization from us, even if the documentation evidencing the transaction has not yet been received and processed by us. A merchant is not required to receive prior authorization from us on every transaction. When the documentation has cleared through us, any hold placed on your account for the amount of the purchase or other transactions will be released and your account debited for that amount. 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 make up to 15 purchase transactions with your Card each day.
      - You may make non-pin-based credit card purchases each day up to the available amount in the account plus Overdraft Loan and Courtesy Pay availability or $10,000, whichever is less.
      - You may make POS (Point-of-Sale) transactions with your Card and PIN (Personal Identification Number) to purchase goods or services at merchants that accept VISA up to a maximum of $2,500 each day, if there are sufficient funds in your account.

- You may make an over-the-counter cash advance each day up to a $1,000 or the available balance, whichever is less.
- Order goods or services by mail or telephone from places that accept VISA.
- You may use your card for VISA Money Transfers Service with a maximum transaction amount of $2,500.

c. SimpleSaver (discontinued 11/14/23, existing members grandfathered into the program). When you enroll in the SimpleSaver program the Credit Union will round-up the amount of any debit card purchases associated with your Everyday (checking) account to the next whole dollar amount, and transfer the amount in excess of the purchase amount from your Everyday (checking) account to your primary share savings account. The Credit Union will aggregate the rounded-up amounts from purchases that post to your Everyday (checking) account each business day and make a single transfer at the end of the business day. If the total amount of rounded up purchases posted to your account on a business day exceeds the available balance, we will transfer the available balance.If your Everyday (checking) account is overdrawn, we do not round-up purchases posted on that business day and we cancel the daily round-up transfer for that day. If your debit card purchase is subsequently cancelled or reversed, such as a returned purchase, the corresponding daily round-up transfer will remain in the primary share savings account. Credit transactions or adjustment transactions will not be rounded-up.

d. DIGITAL BANKING, and Audio Response. To access your accounts through Audio Response or Digital Banking (Online, Mobile, Wearables, or Voice), you must first verify your identity. You have the option of setting up a phone PIN for Audio Response, and we suggest you change your PIN and Digital Banking password periodically, to protect the privacy of your account. You may use the Audio Response access service and Digital Banking service to:

- Withdraw funds from every share account you open with us except Certificates and IRAs. (Other account restrictions may apply, see Truth-in-Savings Account Disclosures). All checks are payable to you as primary member and will be mailed to your address of record. You may withdraw up to $10,000 each day.
- Transfer funds from every share account you open with us except Certificates and IRAs. (Other account restrictions may apply; see Truth-in-Savings Account Disclosures)
- Obtain balance information for all of your accounts
- Make loan payments from your savings and Everyday (checking) accounts
- Access your VISA Credit Card, Overdraft Loan, and Home Equity Line of Credit accounts
- Review account balance and transaction history including direct deposits and checks clearing. Obtain tax information on dividends earned on share accounts or interest paid on loan accounts
- Transfer funds from your account to another account at Credit Union of Colorado
- Change your PIN or password
- Reorder personal checks

The following options are available through Digital Banking only:

- Electronically transfer funds to or from your accounts at different financial institutions as well as send or request money from other individuals
- View and print out monthly or quarterly statements
- View check copies
- Place a travel notification
- Setup and manage electronic alerts
- Open a new account or apply for a loan
- Schedule an appointment for branch services
- Make a loan payment from your account at another financial institution
- Remotely deposit checks using the CUofCO Mobile Banking application
- Pay bills from savings or Everyday (checking) using Bill Pay. You may make payments up to $10,000 per payee. Court ordered payments, payments to tax entities, payments to collection agencies, and payments addressed outside the US (except for APO) are not allowed.

Your accounts can be accessed through the audio response service, via a touchtone telephone, through Digital Banking via your personal computer or web enabled mobile device. Audio Response and Digital Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for maintenance.

e. Direct Deposit. Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security, to your Everyday (checking) and savings account.

f. Electronic Check Conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your Everyday (checking) account using information from your check to pay for purchases or pay bills.

g. Electronic Returned Check Fees. You may also authorize merchants 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. **Transaction Limitations.**

ATMs

- $1,010.00 daily cash withdrawal limit

Debit Cards

- $10,000.00 daily signature-based transaction limit, up to 15 transactions
- $2,500.00 Point of Sale pin-based transaction limit, up to 15 transactions

Audio Response and Digital Banking (Internal Account to Account Transfers)

- $10,000.00 daily aggregate transfer limit

Bill Pay

- $10,000.00 daily aggregate limit

External (Account to Account) Transfers

- $5,000 daily aggregate limit
- $10,000 weekly aggregate limit
- No more than 10 transfers per day or 20 transfers per week

Person to Person Transfers

- $1,000 daily aggregate limit
- $3,000 weekly aggregate limit
- No more than 10 transactions per day

Self-Administered Payments

- $1,500.00 per payment limit
- 2 payments per loan in a 14-day period

RDC (Remote Deposit Capture)

Share Accounts 0-6 months after account opening

- $3,000.00 per item/daily limit
- $5,000.00 aggregate monthly limit

Share Accounts 6 months or more after account opening

- $8,000 per item/daily limit
- $20,000 aggregate monthly limit

Wire Transfers

- Wire requests conducted by telephone/internet must be under $10,000.00

Money Market Plus

- For a Money Market Plus account, you may make no more than three (3) debit transactions during any calendar month.
- No similar limits apply to Everyday (checking) accounts. Transfers from Everyday (checking) accounts are unlimited.

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 in our sole discretion without demand or notice. You cannot transfer your Card or Account to another person.

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

c. Security of Access Code. You may use one 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 written near your computer or 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 all of the services under the agreement as well as any other Credit Union deposit or loan services you may have.

d. 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 deposit or loan account 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. Joint owners may not be the same on all accounts, and by providing a joint owner access to one account allows them access to all accounts through ATM, Audio Response, or Digital Banking.

e. Foreign Transactions. VISA purchases, cash withdrawals, and cash advances 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 VISA/MasterCard from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA/MasterCard itself receives, or the government-mandated rate in effect for the applicable central processing date. 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

4. Fees and Charges. There are certain charges for electronic funds transfer services as set forth below. From time to time, the charges may be changed. We will notify you of any changes as required by law.

A VISA International Service Assessment Fee and MasterCard Issuer Cross Border Fee: A fee of 1.0% percent of the amount of the transaction, calculated in U.S. dollars, will be imposed on all multiple currency foreign transactions, including purchases, cash advances and credits to your account. A fee of 0.80% percent of the amount of the transaction, calculated in U.S. dollars, will be imposed on all single currency foreign transactions, including purchases, cash advances and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates.

ATMs.

- $1.00 for each transaction at
  non-Credit Union of Colorado owned (foreign) ATMs. There is no charge for transactions using Credit Union of Colorado owned ATMs. Owners of non-Credit Union ATMs may charge fees in addition to any fees disclosed in this paragraph. These fees are generally called "surcharge." This is not a fee charged by us; however, any such fee will be paid from your account(s).
- VISA International Service Assessment Fee or MasterCard Issuer Cross Border Fee: 1% of transaction amount for multicurrency transactions or 0.80% of transaction amount for single currency transactions.

Debit Cards.

- Replacement card fee of $10.00 per card.
- VISA International Service Assessment or MasterCard Issuer Cross Border Fee 1% of transaction amount for multicurrency transactions or 0.80% of transaction amount for single currency transactions.

SimpleSaver.

- $2.00 per month fee, waived if enrolled to receive e-statements

Audio Response and Digital Banking.

- There are no fees for audio response Digital Banking inquiries, or transfers between Credit Union accounts.

Bill Pay

- Overnight Check Fee $14.95 per check
- Same Day Payment Fee $9.95 per payment

Account to Account Transfers

There is no fee for funds sent to your account at another financial institution.Person to Person Transfers

- There are no fees specific to this service.

Self-Administered Payments

- There are no fees specific to this service.

RDC (Remote Deposit Capture)

- There are no fees specific to this service.

Wire Transfers

- International Fee $50.00 per transfer
- Outbound to a U.S. financial institution $10.00 per transfer

Other general account fees (please reference Credit Union Fee Schedule for a complete list):

- Overdrawn/NSF (non-sufficient funds) Fee $25.00, per item, per occurrence (to include repeat presentments)
- Courtesy Pay Fee $25.00

5. **Member Liability.** You are responsible for all EFT transactions you authorize. If you permit someone else to use any EFT service, ATM Card, VISA Debit Card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. Tell us at once if you believe your Card or access code has been lost or stolen or if you believe someone has used any EFT service, ATM Card, VISA Debit Card or access code and accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down.

   If a transaction is made with your VISA Debit Card or the card number without your permission and is either a VISA or Interlink transaction, you will have no liability for the transaction unless you are grossly negligent in the handling of your account or Card. For all other EFT transactions, including ATM transactions, or if you were grossly negligent in the handling of your account or Card, your liability for an unauthorized transaction is determined as follows:

   If you tell us within two (2) business days after you learn of the loss or theft of your card or access code, you can lose no more $50 if someone used your Card or access code without your permission. If you do NOT tell us within two (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 $500.00.

   Also, if your statement shows transfers that you did not make, including those made by card, access 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 had you told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

   Notify the Credit Union at once if you believe your Card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

   (800) 444-4816 or (303) 832-4816
   After normal business hours, or on weekends and holidays, call VISA Network (800) 453-4270 or write to:

   Card Services Department
   Credit Union of Colorado, A Federal Credit Union
   PO Box 5906
   Denver, CO 80217-5906

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

6. **Right to Receive Documentation.**
   a. Periodic Statements. Transfers and withdrawals made through any ATMs, Visa debit card transactions, audio response transactions, Digital Banking transactions, and preauthorized EFTs 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 in excess of $15 involving your account using an ATM or point of sale (POS) terminal.
   c. Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling (800) 444-4816 or (303) 832-4816. This does not apply to transactions occurring outside the United States.
7. **Account Information Disclosure.** We will disclose information to third parties about your account or the transfers you make:
   a. As necessary to complete transfers;
   b. 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;
   c. To comply with government agencies or court orders; or
   d. 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 will be liable for your losses or damages. Our sole responsibility for an error in a transfer will be to correct the error and in no case will we be liable for any indirect, special, incidental, or consequential damages in the following events:
   a. 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 or pursuant to our Funds Availability policy, or if the transaction involves a loan request exceeding your credit limit.
   b. If you used your Card or access code in an incorrect manner or if your PIN has been reported lost or stolen.
   c. If the automated teller machine (ATM) where you are making the transfer does not have enough cash.
   d. If the ATM was not working properly and you knew about the problem when you started the transaction.
   e. If the circumstances beyond our control (such as fire, flood, power failure, or computer or telephone system malfunction) prevent the transaction, despite reasonable precautions we have taken.
   f. If the money in your account is subject to legal process or other claim.
   g. If funds in your account are pledged as collateral or frozen because of a delinquent loan.
   h. If the error was caused by a system of any participating ATM network.
   i. If the electronic transfer is not completed as a result of your willful negligent use of your Card, access code, or any EFT facility for making such transfers.
   j. If our computer system or equipment does not receive the commands you sent from the telephone, computer or workstation you use to transmit instructions.
   k. Any other exceptions as established by the Credit Union.
   l. If you transfer funds to a wrong account through Audio Response or Digital Banking and we are not able to recover the funds for you.

m. If the system is unavailable due to a maintenance shutdown.
n. We may set up a "lock out" feature which may deny access if there are too many invalid PIN tries on your account.

Stop Payment Rights. If you have arranged in advance to make regular electronic fund transfers out of your account(s) for money you owe others, you may stop payment of preauthorized transfers from your account. You must notify the Credit Union orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. The Credit Union may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made.

Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay is required to tell us ten (10) days before each payment when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

Liability for Failure to Stop Payment of Preauthorized Transfers. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

10. **Notices.** All notices from us will be effective when we have mailed 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. The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union 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 Machine (ATM) and Night Deposit Facilities.

a. Be aware of your surroundings, particularly at night.
b. Consider having someone accompany you when the ATM or night deposit facility is used after dark.
c. 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.
d. 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.
e. 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 ATM access device or deposit envelope, and leave.
f. If you are followed after making a transaction, go to the nearest public area where people are located.
g. Do not write your personal identification number or code on your ATM Card.
h. Report all crimes to law enforcement officials immediately.

11. **Billing Errors.** In case of errors or questions about your electronic funds transfers, telephone us at the number set forth above and send us a written notice to the address set forth above 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 a statement or receipt**, we must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.** Call us at (800) 444-4816 or (303) 832-4816 or write to:

Credit Union of Colorado, A Federal Credit Union
PO Box 5906
Denver, CO 80217-5906

a. Tell us your name and account number.
b. 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.
c. 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 tell you the results of our investigation 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 compliant 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 the error you assert is an unauthorized VISA transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstance of your account history warrant a delay, in which case you will receive credit within ten (10) business days. 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.**

If you give notice of an error that occurred within thirty (30) days after you make the first deposit to your account (new 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. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

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

12. **Termination of EFT Services.** You may terminate this Agreement or any EFT service under this Agreement at any time by notifying the Credit Union 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. The Credit Union may also terminate this Agreement at any time by notifying you orally or in writing. If the Credit Union terminates this Agreement, it may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that the Credit Union will not accept any further preauthorized transaction instructions. The Credit Union may also program its 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 for 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 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.

FUNDS AVAILABILITY

POLICY DISCLOSURE

Revised July 1, 2020

This Disclosure describes your ability to withdraw funds at Credit Union of Colorado, A Federal Credit Union.

1. General Policy. Our policy is to make funds from your deposits available to you on the same business day that we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. We have different deposit cut-off hours for different deposit locations. The earliest cut-off time that might apply is 5:00 p.m. If you make a deposit before 5:00 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 5:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Our cut-off hours are available at the Credit Union.

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 same business day that we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. However, the first $225.00 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 same business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the 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:
a. We believe a check you deposit will not be paid.
b. You deposit checks totaling more than $5,525 on any one day.
c. You redeposit a check that has been returned unpaid.
d. You have overdrawn your account repeatedly in the last six months.
e. 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 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 $5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over $5,525 will generally be available on the fourth business day after the day of your deposit. The Credit Union reserves the right to make excess funds over $5,525 unavailable until the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first $5,525 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will generally be available on the fourth business day after the day of your deposit. Longer hold times may apply based on our discretion.

6. Deposits at ATMs. Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate may not be available until the fifth business day after the day of your deposit. This does not apply at ATMs we own or operate.

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.