Air Academy CREDIT UNION
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AGREEMENTS AND DISCLOSURES

THESE AGREEMENTS AND DISCLOSURES CONTAIN IMPORTANT MEMBERSHIP INFORMATION, IMPORTANT INFORMATION ABOUT PROCEDURE[S] FOR OPENING A NEW ACCOUNT, NECESSARY TRUTH-IN-SAVINGS ACCOUNT DISCLOSURES, ELECTRONIC SERVICES AGREEMENT AND DISCLOSURES, FUNDS AVAILABILITY POLICY, AND WIRE TRANSFER AGREEMENT. PLEASE BE CERTAIN TO READ THESE AGREEMENTS AND DISCLOSURES CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.

Throughout these Agreements and Disclosures, the references to "We," "Us," "Our," and "Credit Union" mean AIR ACADEMY FEDERAL CREDIT UNION, DBA AIR ACADEMY CREDIT UNION. The words "You" and "Your" mean each person applying for and/or using any of the services described herein. "Account" means any account or accounts established for You as set forth in these Agreements and Disclosures. The word "Card" means any ATM or VISA Debit Card issued to You by Us and any duplicates or renewals We may issue. Our Audio Response System is hereinafter referred to as "Voice Banking," whereas Our Personal Computer Account Access System and/or Mobile Computing Device Account Access System is hereinafter referred to as "Online/Mobile Banking." "E-Check" means any check which You authorize the payee to process electronically. For joint accounts, read singular pronouns in the plural.

AIR ACADEMY CREDIT UNION MEMBERSHIP

To apply for membership with Air Academy Credit Union, You must complete, sign, and return an application for membership.

Your signature on Your application for membership informs the Credit Union that You would like to join the Credit Union and that You agree to conform to the Credit Union's Bylaws and Amendments.

Credit Union membership is granted to applicants within Air Academy Credit Union's multiple common bonds as outlined in the Credit Union's Charter.

Eligibility also includes spouses of persons who died while within the field of membership; Credit Union employees; persons retired as pensioners or annuitants from the above organizations; and organizations of such persons. By signing Your application for membership, You acknowledge receipt of these Agreements and Disclosures, including the terms and conditions which apply to Your Accounts.

FAMILY MEMBERSHIP

Credit Union members in good standing and whose status is currently within the Credit Union's common bond (as outlined herein) may sponsor immediate family members and possibly other members of Your household for Credit Union membership. Eligible family members may include for instance: father, mother, brother, sister, son, daughter, grandmother, grandfather, and spouse (which may include anyone living in Your residence that You maintain a single economic unit with).

IMPORTANT INFORMATION ABOUT PROCEDURE[S] FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account. What this means for You: When You open an Account, We will ask You for Your name, address, date of birth, and other information that will allow Us to identify You. We may also ask to see Your driver's license or other identifying documents.

ACCOUNT AGREEMENT

YOU AGREE AND ACKNOWLEDGE THAT THIS AGREEMENT CONTROLS YOUR ACCOUNT(S) WITH AIR ACADEMY CREDIT UNION, TOGETHER WITH ANY OTHER RELATED DOCUMENT SUCH AS OUR FUNDS AVAILABILITY POLICY AND ELECTRONIC FUND TRANSFER AGREEMENT AND/OR AGREEMENTS AND DISCLOSURES, ALL OF WHICH, TO THE EXTENT APPLICABLE, ARE INCORPORATED INTO THIS AGREEMENT BY REFERENCE.

ACCOUNT OWNERSHIP

JOINT ACCOUNTS. If Your Account is owned jointly, then all funds on deposit are owned by any of the joint Owners with right of survivorship. The joint Owners of the Accounts hereby agree with each other and with Us that all sums now, whenever paid into the Accounts by any or all of the joint Owners to the credit of the joint Owners with all accumulations thereon, are and shall be owned by them jointly, with right of survivorship and be subject to the withdrawal or receipt of any of them, and payment to any of them or the survivor or survivors shall be valid and discharge Us from any liability for such payment. You authorize Us to recognize any of the signatures subscribed in Your application for membership, the payment of funds or the transaction of any business for the Accounts. We can release or pay any amount on deposit in Your Account to any Owner. We can honor checks, withdrawals, orders, or requests from any Owner. All Owners are liable to Us for any overdrafts that may occur on Your Account, regardless of whether or not a benefit occurred and checks cashed against any Account are subject to collectability from such Account if returned unpaid. Any Owner may provide Us written notice to freeze funds on deposit and We may, at Our option, honor such written request. If We do, then the Account will remain frozen until We receive subsequent written notice signed by all Owners of the Account as to a disposition of funds on deposit. Any or all of the joint Owners may pledge all or any part of the shares in the Accounts as collateral security to a loan or loans and any funds on deposit may be utilized to satisfy any debt or garnishment of any Owner of the Account. The right or authority of the Credit Union under these Agreements and Disclosures shall not be changed or terminated by said owners or any of them except by written notice to Us, which shall not affect transactions made prior to such notice. It is the responsibility of joint account Owners to determine any legal effects of opening and maintaining a joint account.

CUSTODIAL ACCOUNTS. Any custodial Account is subject to the Colorado Uniform Transfers to Minors Act and it is Your responsibility to determine any legal effects related to this type of Account. You understand and agree that the gift of money to the minor named at the time You open such Account includes all dividends thereon and any future additions thereto, is irrevocable and is made in accordance with and is to include all provisions of the Colorado Uniform Transfers to Minors Act as it is now or hereafter amended. The age of delivery by custodian to the minor shall be upon the age of 21 unless otherwise specified by the custodian under the Colorado Uniform Transfers to Minors Act.

TRUST ACCOUNTS. Trust Accounts will only be opened by the Credit Union if the Trust documentation presented by You to the Credit Union is in a manner acceptable to Our policies. It is Your responsibility to determine and understand any legal effects related to this type of Account. We require the Trust Agreement for all Trust Accounts to name a beneficiary. You agree that all sums whenever paid to the Trust Account shall be held by the Trustee(s) in trust for the beneficiary(ies) named, subject to the right of the Trustee(s) to revoke the same in whole or in part by, and to the extent of, the withdrawal of sums from the Account. Upon the death of the Trustee (or if more than one, upon the death of the last surviving Trustee), the balance remaining in the Account shall be distributed by the Credit Union pursuant to the instructions designated in the Trust documentation. Where more than one Trustee appears on the Account, withdrawals and the pledge of shares against loans may be made by any Trustee acting alone (unless the Trust documentation requires otherwise).

Shares paid in by the Trustees shall be owned equally. Upon the death of one Trustee, all rights in and to the Account shall belong to any surviving Trustee. In the event of conflicting demands for funds under the Account, the Credit Union may require the signatures of each of the Trustees. For Revocable and Living Trust Accounts, the individual establishing the Trust (the "Settlor") must be a member of the Credit Union and, any withdrawal of Trust Account funds will be deemed a revocation of the Trust to the extent of any such withdrawal unless otherwise provided for in the Trust documentation. If the Account Designation shows a payable-on-death status, any Beneficiary has rights to the Account: (a) if the Beneficiary is a natural person, only if the Beneficiary is alive and only if the Settlor is deceased; (b) if the Beneficiary is a charity or other non-profit organization, only if the charity or non-profit organization is in operation as a validly constituted, registered, and/or licensed entity under applicable state law, and only if the Settlor is deceased. If the Beneficiary dies (in the case of a natural person), or is

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no longer in operation as a validly constituted, registered, and/or licensed entity under applicable state law (in the case of a charity or non-profit organization), the Trust is terminated. The Settlor may change the Beneficiary at any time by providing Us adequate proof of such change in a manner acceptable to the Credit Union. If at any time, the Trustee is deemed incompetent by a court of legal jurisdiction or is unable or unwilling to serve, the Trust documentation shall determine the successor Trustee.

PAYABLE-ON-DEATH STATUS. If the Account Designation shows a payable-on-death status, any Beneficiary has rights to the Account: (a) if the Beneficiary is a natural person, only if the Beneficiary is alive and only if You and any joint Owners are deceased; (b) if the Beneficiary is a charity or other non-profit organization, only if the charity or non-profit organization is in operation as a validly constituted, registered, and/or licensed entity under applicable state law, and You and any joint Owners are deceased. Upon Your death and the death of any joint Owners, the funds on deposit will be paid to the beneficiary(ies) of record in equal shares unless You designated otherwise. If, however, none of the payable-on-death beneficiaries You named is alive (or in operation as a validly constituted, registered, and/or licensed entity under applicable state law in the case of a charity or non-profit organization) at Your death, the funds will be paid to the party or parties as required by applicable law. It is the responsibility of all Account Owners to determine any legal effects of opening and maintaining an Account with payable-on-death status.

FIDUCIARY ACCOUNTS. If Your Account is established as a fiduciary Account, You warrant that You are authorized to open a fiduciary Account and understand that such Accounts will only be opened by the Credit Union if the documentation presented by You to the Credit Union is in a manner acceptable to Our underwriting policies. In no event will the Credit Union be liable for the actions of the fiduciary and/or obligated to ensure that the fiduciary's actions are in accordance with any instructions that have been provided to them. It is Your responsibility to determine and understand any legal effects related to this type of Account.

ARBITRATION AND WAIVER OF CLASS ACTION RELIEF. In the event of any controversy or claim arising out of or relating to these Agreements and Disclosures, or the breach thereof, and any other agreement, account, product, or service You have with the Credit Union, whether now or in the past (except for any credit subject to the Military Lending Act, or a consumer credit transaction secured by Your dwelling, including a home equity line of credit secured by Your principal dwelling), We may, at Our option, pursue Our remedies by filing a small claims court action to recover any amounts owed under these Agreements and Disclosures, or We may initiate binding arbitration proceedings.

In the event of any controversy or claim arising out of or relating to these Agreements and Disclosures, or the breach thereof, and any other agreement, account, product, or service You have with the Credit Union, whether now or in the past, You shall, at Your option, pursue Your remedies by filing a small claims court action to recover any amounts owed under these Agreements and Disclosures, or You may initiate binding arbitration proceedings.

If any party elects arbitration as a means to resolve any such controversy or claim, such arbitration shall be administered by the American Arbitration Association in accordance with its Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Claims shall be heard by a single arbitrator. The arbitration shall be governed by the laws of the state in which Our principal office is located, and arbitration shall take place in the area in which Our principal office is located. Time is of the essence for any arbitration described above. Arbitration hearings shall take place within 90 days of the request for arbitration, and awards shall be rendered within 60 days of the conclusion of the arbitration proceedings. Arbitrator(s) shall agree to these limits prior to accepting appointment. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrator(s) shall award to the prevailing party, if any, as determined by the arbitrators, all of their costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

If You would like to opt-out, that is, if You would prefer not to participate in the Arbitration portion of this Arbitration And Waiver of Class Action Relief provision, You may opt-out by writing and mailing to Air Academy Credit Union, Attn: Legal Department, P.O. Box 62910, Colorado Springs, CO 80962-2910, and informing Us of Your intention to opt-out. Any such opt-out must be received by Us no later than the 60th day following the date in which these Agreements and Disclosures were provided to You, and contain Your true and accurate name, address, Account number, and live signature.

YOU HEREBY WAIVE YOUR RIGHT TO ASSERT ANY CLAIMS AS PART OF A CLASS ACTION AND ACKNOWLEDGE THAT NO CLASS ACTION, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY, MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED. YOU HEREBY WAIVE YOUR RIGHT TO A JURY TRIAL FOR THE RESOLUTION OF ANY AND ALL DISPUTES.

INDEMNITY. You agree to indemnify and hold harmless the Credit Union and their successors and assigns, from any claim, action, liability, loss, damage, or suit, arising out of any action or inaction on Our part in connection with these Agreements and Disclosures and/or Your failure to abide by its terms. In the event of any claim, We shall provide You with reasonable and timely notice of such claim, and thereafter You shall at Your own expense defend, protect, and hold harmless the Credit Union against said claim or any loss or liability thereunder. In the event You fail to defend and/or indemnify and hold Us harmless, then in such instance We shall have full rights to defend, pay, or settle said claim on Your behalf without notice to You and with full right of recourse against You for all fees, costs, expenses, and payments made or agreed to be paid to discharge said claim. You further agree to pay all reasonable attorneys' fees necessary to enforce such provision. Such indemnity shall be unlimited in amount and duration and be binding upon and inure to the benefit of all parties, their successors, assigns and personal representatives.

POWER OF ATTORNEY. If You name a person to act as Your attorney-in-fact or agent in any way with Your Account, We are only obligated to deal with such person if We, in Our sole judgment, approve of the form of appointment and the supporting documentation.

DEPOSIT OF ITEMS. You may make deposits to Your Account using any method available from Us, including deposits in person, by mail, or electronic means. We have the right to refuse to accept any check or instrument for deposit at Our sole discretion. If You deposit an item and it is returned unpaid, We will debit Your Account for the amount of the item and charge You a fee. You will be liable to Us for the amount of any item You deposit which is returned unpaid, and in addition, will be responsible for any of Our costs and expenses incurred in the collection of such returned item from You, including reasonable attorney fees. Subject to Our Funds Availability Policy, You may not be able to withdraw funds from Your Account until We have received final settlement for any items deposited. If You make a deposit on a Saturday, Sunday, or a holiday, or after Our predetermined cut-off hour on business days, the deposit will be credited to Your Account as of the next business day.

COLLECTION AND PROCESSING OF ITEMS. In processing items You have deposited for collection, We are only Your agent and assume no responsibility beyond the exercise of ordinary care. Any item deposited is subject to final settlement in cash or credit. We may use any method We feel is appropriate to collect items, which may include use of a Federal Reserve Bank. We are not responsible for the acts of any third party We use for the collection of items including responsibility for lost items. If We use a local clearing house in the collection of items, You authorize Us to do so and to act in accordance with any applicable rules and regulations. We may permit You to withdraw funds from Your Account before final settlement has been made, however, if final settlement is not made, We have the right to charge Your Account or otherwise require You to repay such funds. In processing items presented for payment on Your Account, We will pay such items each business day based solely on the check number of the item presented for payment, and in ascending order (e.g. number 1337 will be paid before number 1340), all of which means that the transactions may not be processed in the order in which they occurred and that You could incur multiple fees in a single day should there be insufficient funds to pay all items presented that day.

OVERDRAFT PROTECTION. To the extent permitted by law, You authorize Us to transfer funds from other accounts You may have with Us in necessary multiples (or in such increments as We may from time to time determine) to Your Account to cover any overdraft. If You have a line of credit with Us, transfers will be made first from Your lowest dividend-rate Account to Your highest dividend rate-Account, provided You have enough available funds in that Account, then from Your line of credit up to Your available credit limit, and then We may elect to pay such overdraft, subject to any preference You have indicated to Us for clearing any overdraft(s). Overdraft transfers are subject to a transfer fee. You hold Us harmless from any and all liability which might otherwise exist if a transfer does not occur.

OVERDRAFTS. You understand and agree that We may from time to time, and at Our sole discretion, pay certain items in order to cover an overdraft, and charge You a fee for doing so. You further understand that payment of any overdrafts will be made in an order of Our choosing. You hold Us harmless from any and all liability which might otherwise exist if We do not pay an overdraft. If You would like to opt-out, that is, if You would prefer We not pay any check that would overdraw Your checking Account, You may opt-out by writing to Us at the address in this Agreement or by calling Us at the telephone number shown in this Agreement and informing Us of Your intention to opt-out.

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NOTICE OF RECEIPT OF ACH ITEMS. Under the operating rules of the National Automated Clearing House Association which are applicable to ACH transactions involving Your account and as permitted by law, We are not required to give You next day notice of receipt of an ACH item, and We will not do so. We will continue to notify You of the receipt of payments in the periodic statements We provide to You.

PROVISIONAL PAYMENT (ACH ORIGINATION). Credits given by any Receiving Depository Financial Institution to the receiver with respect to any automated clearing house credit entries subject to Article 4A of the Uniform Commercial Code (UCC-4A), are provisional until the Receiving Depository Financial Institution has received final settlement through a Federal Reserve Bank, or has otherwise received payment as provided in §4A-403(a) of UCC-4A. If the Receiving Depository Financial Institution does not receive such final settlement or payment, then they shall be entitled to a refund from the receiver of the amount so credited, and We shall not be deemed to have paid the receiver the amount of such entry.

PROVISIONAL PAYMENT (ACH RECEIPT). Credit given by Us to You with respect to any automated clearing house credit entry is provisional until We receive final settlement for such entry through a Federal Reserve Bank. If We do not receive final settlement, You are hereby notified and agree that We are entitled to a refund of the amount credited to You in connection with such entry, and the party making payment to You via such entry (i.e., the originator of the entry) shall not be deemed to have paid You the amount of such entry.

CHOICE OF LAW. We may accept payments on Your behalf for Your account which have been transmitted through one or more Automated Clearing Houses ("ACH") and which are not subject to the Electronic Fund Transfer Act. Your rights and obligations with respect to such payments shall be constructed in accordance with and governed by the laws of the state of Colorado as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving Your Account.

EXPENSES. If We incur any costs or expenses as a result of any attachment, garnishment or levy against Your Account, You will reimburse Us for such costs or expenses or We may charge them to Your Account.

INACTIVE OR DORMANT ACCOUNTS. Inactive Accounts (Accounts with no withdrawals or deposits within a one-year period) may be subject to a Dormant Account Fee. If no activity occurs in Your account within the time period specified by applicable state law, the property in Your account may be subject to transfer to the appropriate state authority ("escheatment"). We have no liability if Your Account becomes dormant and is therefore subject to escheatment in accordance with state and/or federal law.

LIEN IMPRESSMENT AND SET-OFF. You agree that We may impress and enforce a statutory lien upon Your Accounts with Us to the extent You owe Us any money and We may enforce Our right to do so without further notice to You. We have the right to set-off any of Your money or property in Our possession against any amount You owe Us. The right of set-off and Our impressed lien does not extend to any Keogh, IRA, or similar tax deferred deposit You may have with Us. If Your Account is owned jointly, Our right of set-off and Our impressed lien extends to any amount owed to Us by any of the joint Owners.

CREDIT REPORTING NOTICE. 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.

MINIMUM BALANCE REQUIREMENTS, FEES, AND SERVICE CHARGES. You agree to pay Us any applicable fees or charges, and are responsible for any minimum balance requirements and deposit requirements called for in Our Agreements and Disclosures provided to You when You opened Your Account. In any case and with proper notice to You, fees, charges, balance requirements, and deposit requirements may be changed by Us from time to time

SUSPENSION OF SERVICES. We have the right to suspend the benefit of any Credit Union service at any time for reasonable cause. At Our discretion, We also have the right to pay any check presented for payment from Your Account after Your Account is closed or suspended and to recover such amount paid from You.

Account services are available to those members in good standing with the Credit Union. We reserve the right to cancel or suspend services to a member who is not in good standing, which includes, but is not limited to members that have: (a) a delinquent loan; (b) a Primary Savings Account balance below the $5.00 minimum; (c) an unresolved deposited returned check; (d) any unpaid and uncollected fees; (e) a negative balance on an Account; (f) failed to comply with the terms and conditions of any lawful obligation with Us, and as a result, caused Us to suffer a financial loss; (g) manipulated or otherwise used Our services or products in the furtherance of an illegal purpose; (h) committed, or threatened, acts of violence against Our employees, agents or members; (i) failed to conduct themselves in a civil and businesslike manner; or (j) committed or attempted to commit fraud.

ASSIGNABILITY. You may not assign or transfer any interest in Your Account.

AGREEMENTS AND DISCLOSURES. The Agreements and Disclosures provided to You at the time You opened Your Account and referred to throughout this Agreement contain: (a) a list of fees and charges applicable to Your Account; (b) the dividends and applicable Annual Percentage Yield (APY); (c) how dividends are credited or compounded; and (d) other pertinent information related to Your Account. Your Agreements and Disclosures may be amended by Us from time to time in a manner as prescribed by law.

STOP PAYMENTS. You may ask Us orally to stop payment on a check. For any such request to remain valid, however, You must also supply Us with a written request in a form acceptable to Us, within 14 days after You make any such oral request. Stop payment requests are also subject to the terms and conditions of the Order For Stop Payment form related to any such request. Your request must be given to Us in a timely manner so that We have a reasonable opportunity to act on Your request. A written stop payment request is effective for six months. If at the end of six months, You request Us to continue the stop payment order, that request will be treated as a new request. We are not liable if We pay a check which You have requested Us to stop payment on as long as We act in good faith and exercise ordinary care.

In any event, any damages that We might otherwise be liable for shall not exceed the amount of the involved check. If We do pay a check for which You have requested stop payment and as a result any other item is returned unpaid by Us due to nonsufficient funds, We are not liable for any consequences resulting from such action. If Your Account is a joint Account, any Owner of the Account may request a stop payment. If You ask Us to stop payment on a pre-authorized transfer, Your request will be processed under the provisions of Our Electronic Fund Transfer Agreement with You.

You may also ask Us to replace a lost, destroyed or stolen cashier's, teller or certified check and if You do, You agree to execute a declaration of loss and claim for reimbursement form together with any other documentation We may require, such as an affidavit. Regardless of the type of documentation presented to Us, the request must be in a form acceptable to the Credit Union and given to Us in a timely manner so that We have a reasonable opportunity to act on such request. Such declaration of loss and claim for reimbursement will not become effective until the later of: (a) the 90th day after the date of the check (or 90th day following the date of acceptance, in the case of a certified check); or (b) the date We receive the declaration of loss and claim for reimbursement together with any other required documentation.

CHECKS AND OTHER ACCOUNT ACCESS DEVICES. Any check or other Account access device which does not meet Our standards for acceptance may be rejected by Us, whether such standards are established by law, regulation, or Our own policy.

POSTDATED, STALE, OR OVERDRAFT CHECKS. You understand that postdating a check will have no effect on whether or not it is honored prior to or after the date of any such check. A stale check is any check received by Us that is dated six months or more prior to the date of receipt. We may pay or refuse to pay any postdated, stale, or overdraft check, or other item presented for payment on Your Account without any liability.

CHECK SAFEKEEPING. Check Safekeeping is automatic on Your Account and Your cancelled checks will not be returned to You. You understand that cancelled checks retained by Us are later destroyed after a reasonable period of time. If You subsequently request a copy of a check and We are unable to supply it, then We shall not be liable for any damage You may sustain in excess of the face amount of the involved check.

PERIODIC STATEMENTS. You will be provided with a periodic statement showing activity on Your Account. If You believe any statement reflects discrepancies, You must notify Us of such discrepancies within 60 days from the date We mailed the statement to You. If the discrepancy noted is the result of an electronic fund transfer, then the provisions of Our Electronic Fund Transfer Agreement with You will control resolution of the matter.

AMENDMENTS. This Agreement may be amended by Us at any time, in which case We will provide You with a notice of amendment as required by law or regulation.

NOTIFICATION OF ADDRESS CHANGE. You will notify Us promptly in writing with Your signature if You move or otherwise have a change of address. In the event We are unable to locate You, You agree to pay all fees associated with maintaining an invalid address in Our records and any costs and locator fees incurred in Our locating efforts.

WAIVERS. You agree and understand that Our failure or delay to exercise any right, remedy, power, or privilege available to Us pursuant to this Agreement shall not affect or disallow Our future exercise of that right, remedy, power, or privilege.

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PROHIBITED INTERNET GAMBLING TRANSACTIONS. All transactions in connection with the participation of another person in unlawful internet gambling are prohibited from being processed through Your Account. Such transactions include those involving the use of: (a) credit, or the proceeds of credit, extended to or on behalf of another person (including credit extended through the use of a credit card); or (b) electronic fund transfers, or funds transmitted by or through a money transmitting business, or the proceeds of an electronic fund transfer or money transmitting service, from or on behalf of another person; or (c) any check, draft, or similar instrument that is drawn by or on behalf of another person and is drawn on or payable at or through any financial institution.

ELECTRONIC COMMUNICATIONS. By applying for membership in the Credit Union, You authorize Us to send You, from time to time, and to the extent permitted by applicable law, electronic communications regarding the status of any savings, checking, and/or term Account(s) You maintain with Us. You also authorize Us to send You electronic communications regarding any other accounts You may maintain with Us from time to time including, but not limited to, loan accounts, credit line accounts, and credit card accounts. These electronic communications are sometimes referred to as "transactional or relationship messages."

You authorize Us to contact You using any wireless, cellular, mobile or other telephone number You have provided to Us on Your membership application, and at any wireless, cellular, mobile or other telephone number You may furnish to Us or We may obtain for You in the future. We may contact You using any electronic means We choose, which may include but is not limited to, voice messages, text messages and other similar electronic methods of communication. If You have furnished Us with any e-mail address(es), You understand and agree that We may send You e-mail messages regarding Your Account(s) with Us from time to time. If You have or subsequently enter into any separate consent to receive electronic documentation form, any communications covered by such disclosure and consent shall be subject to the terms and conditions set forth in that disclosure and consent.

You understand that the nature of electronic communications is such that anyone with access to Your wireless, cellular, mobile or other telephonic device or e-mail may be able to read or listen to such transactional or relationship messages from Us, and You agree that any person or party sending or leaving such messages shall have no liability for any consequences resulting from the interception of such messages by any other party. Without limitation, You also agree that You are responsible to pay all costs that You may incur as a result of any contact method We choose including, but not limited to, charges for telecommunications, wireless and/or internet charges.

If You would like to opt-out, that is, if You would prefer We not contact You by electronic means, You may opt-out by calling Us at 800-223-1983, emailing Us at contactus@aacu.com, or by stopping by one of Our branch locations and informing Us of Your intention to opt-out.

GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado, except to the extent that federal law controls.

ACCOUNT DISCLOSURES

THE FOLLOWING DISCLOSURES CONTAIN IMPORTANT INFORMATION AND THE TERMS AND CONDITIONS OF ANY ACCOUNT OR ACCOUNTS THAT YOU MAY HAVE WITH US AND ARE PROVIDED AS REQUIRED BY THE TRUTH-IN-SAVINGS ACT. WHEREVER USED, "APY" MEANS ANNUAL PERCENTAGE YIELD.

SPECIFIC TERMS APPLICABLE TO YOUR PRIMARY SAVINGS, TRUST PRIMARY SAVINGS, AND FIDUCIARY PRIMARY SAVINGS ACCOUNTS

Variable Rate Information. These Accounts are subject to a Variable Rate. For the current dividend rate and corresponding APY, refer to the separate account disclosure rate supplement which We have included with and made a part of this Disclosure.

Minimum Balance Requirements. The minimum balance required to open these Accounts is $5.00. You must maintain a balance of $5.00 in Your Account each day to obtain the disclosed Annual Percentage Yield.

SPECIFIC TERMS APPLICABLE TO YOUR SPECIAL SAVINGS, TRUST SPECIAL SAVINGS, AND FIDUCIARY SPECIAL SAVINGS ACCOUNTS

Variable Rate Information. These Accounts are subject to a Variable Rate. For the current dividend rate and corresponding APY, refer to the separate account disclosure rate supplement which We have included with and made a part of this Disclosure.

Minimum Balance Requirements. No minimum balance requirements apply to these Accounts.

SPECIFIC TERMS APPLICABLE TO YOUR MONEY FUND SAVINGS, TRUST MONEY FUND SAVINGS, AND FIDUCIARY MONEY FUND SAVINGS ACCOUNTS

Tiered Variable Rate Information. These Accounts are subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to the separate account disclosure rate supplement which We have included with and made a part of this Disclosure.

Minimum Balance Requirements. You must maintain a balance of $1,000.00 in Your Account each day to obtain the disclosed Annual Percentage Yield.

SPECIFIC TERMS APPLICABLE TO YOUR IRA SAVINGS ACCOUNT

Variable Rate Information. This Account is subject to a Variable Rate. For the current dividend rate and corresponding APY, refer to the separate account disclosure rate supplement which We have included with and made a part of this Disclosure.

Minimum Balance Requirements. No minimum balance requirements apply to this Account.

Transaction Limitations. Individual Retirement Accounts are subject to limitations and/or penalties imposed by the Internal Revenue Service. Please see Your IRA Agreement or Your tax advisor for additional information.

SPECIFIC TERMS APPLICABLE TO YOUR HEALTH SAVINGS ACCOUNT

Tiered Variable Rate Information. This Account is subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to the separate account disclosure rate supplement which We have included with and made a part of this Disclosure.

Minimum Balance Requirements. No minimum balance requirements apply to this Account.

Transaction Limitations. Once Your Account is established, each withdrawal You take will be reflected as a normal withdrawal for medical expenses and any withdrawal that is taken due to death, disability, and/or excess contributions must be transacted in person. Health Savings Accounts are also subject to limitations and/or penalties imposed by the Internal Revenue Service. Please see Your Health Savings Account Trust Agreement or Your tax advisor for additional information.

SPECIFIC TERMS APPLICABLE TO YOUR REVERSE TIER SAVINGS ACCOUNT

Tiered Variable Rate Information. This Account is subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to the separate account disclosure rate supplement which We have included with and made a part of this Disclosure.

Minimum Balance Requirements. No minimum balance requirements apply to this Account.

SPECIFIC TERMS APPLICABLE TO YOUR BASIC CHECKING, TRUST BASIC CHECKING, AND FIDUCIARY BASIC CHECKING ACCOUNTS

Dividend Information. No dividends are paid on these Accounts.

Minimum Balance Requirements. You must maintain a balance of $500.00 in Your Account each day to avoid a fee.

Transaction Limitations. No transaction limitations apply to these Accounts.

SPECIFIC TERMS APPLICABLE TO YOUR COMEBACK CHECKING ACCOUNT

Dividend Information. No dividends are paid on this Account.

Minimum Balance Requirements. No minimum balance requirements apply to this Account.

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Transaction Limitations. This Account does not have access to Account to Account Transfers (A2A), Zelle transactions, and Remote Deposit Capture.

SPECIFIC TERMS APPLICABLE TO YOUR CASH BACK REWARDS, TRUST CASH BACK, AND FIDUCIARY CASH BACK CHECKING ACCOUNTS

Dividend Information. No dividends are paid on these Accounts.

Minimum Balance Requirements. No minimum balance requirements apply to these Accounts.

Transaction Limitations. No transaction limitations apply to these Accounts.

Additional Information. In order to earn cash back on point of sale transactions using Your VISA Debit Card and be eligible to receive credit for domestic ATM fees incurred, during each monthly periodic statement cycle: (a) at least one (ACH) automatic debit or credit transaction must post and settle to Your Account as evidenced by Your periodic statement; and (b) using Your VISA Debit Card You must make twelve or more point of sale transactions that post and settle to Your Account as evidenced by Your monthly statement; and (c) You must consent to receive Your periodic statements electronically. The "Monthly Periodic Statement Cycle" is from the first day of the month to the last day of the month. Cash back credits will be earned at the rate of 10.00% of qualifying net purchases as evidenced by Your monthly statements, subject to a maximum of $25.00 in earned credits during each Monthly Periodic Statement Cycle. Domestic ATM fee reimbursements or credits are limited to $4.99 per item and $25.00 during each monthly periodic statement cycle. Earned credits and reimbursements will post to Your Account on the last day of each statement cycle, subject to Your meeting the qualifying criteria during the Monthly Periodic Statement Cycle.

SPECIFIC TERMS APPLICABLE TO YOUR CASH REWARDS, TRUST CASH REWARDS, AND FIDUCIARY CASH REWARDS CHECKING ACCOUNTS

Dividend Information. No dividends are paid on this Account.

Minimum Balance Requirements. No minimum balance requirements apply to these Accounts.

Transaction Limitations. No transaction limitations apply to these Accounts.

Additional Information. In order to earn the disclosed APY and be eligible to receive credit for domestic ATM fees incurred, during each monthly periodic statement cycle You must: (a) have at least one (ACH) automatic debit or credit transaction post and settle to Your Account as evidenced by Your periodic statement; (b) using Your VISA Debit Card make twelve or more point of sale transactions that post and settle to Your Account as evidenced by Your monthly statement; and (c) You must consent to receive Your periodic statements electronically. The "Monthly Periodic Statement Cycle" is from the first day of the month to the last day of the month. Domestic ATM fee reimbursements or credits are limited to $4.99 per item and $25.00 during each monthly periodic statement cycle. ATM reimbursements will post to Your Account on the last day of each statement cycle, subject to Your meeting the qualifying criteria during the Monthly Periodic Statement Cycle.

SPECIFIC TERMS APPLICABLE TO YOUR SAVER SAVINGS, TRUST SAVER SAVINGS, AND FIDUCIARY SAVER SAVINGS ACCOUNTS

Tiered Variable Rate Information. These Accounts are subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to the separate account disclosure rate supplement which We have included with and made a part of this Disclosure.

Minimum Balance Requirements. No minimum balance requirements apply to these Accounts.

Additional Information. Dividends from Your Saver Savings Account will post on the first business day of the month that immediately follows the day in which such earned dividends and credits are first posted to Your Account.

SPECIFIC TERMS APPLICABLE TO YOUR TERM SHARE AND IRA TERM SHARE CERTIFICATE ACCOUNTS

Fixed Rate Information. These Accounts are subject to a Fixed Rate. For the dividend rate and corresponding APY, refer to the separate account disclosure rate supplement which We have included with and made a part of this Disclosure.

Minimum Balance Requirements. For the minimum balance required to open these Accounts, refer to the separate account disclosure rate supplement which We have included with and made a part of this Disclosure. You must maintain a balance equal to the minimum balance required to open Your Account each day to obtain the disclosed annual percentage yield and to keep Your Account open.

Maturity Date. Your Account will mature after the term indicated on the accompanying account disclosure rate supplement.

Early Withdrawal Provisions. We will impose a penalty if You withdraw any of the principal funds before the maturity date. For Accounts having a term less than or equal to 12 months, the penalty imposed will equal 90 days' of dividends on the amount withdrawn. For Accounts having a term greater than 12 months but less than 37 months, the penalty imposed will equal the 180 days' of dividends on the amount withdrawn. For Accounts having a term greater than or equal to 37 months, the penalty imposed will equal 365 days' of dividends on the amount withdrawn.

Renewal Policies. Your Account will renew automatically at maturity. You will have a grace period of 10 calendar days following the Maturity Date to make withdrawals and/or deposits without penalty.

Transaction Limitations. Once Your Account is established, You may not make additional deposits prior to the Maturity Date. If You exceed this limitation, Your Account may be subject to closure by the Credit Union.

SPECIFIC TERMS APPLICABLE TO ALL ACCOUNTS

Member in Good Standing. The Account services described in these Agreements and Disclosures are available to those members in good standing with the Credit Union. We reserve the right to suspend services to a member who is not in good standing, which includes, but is not limited to members that have:

- a delinquent loan.
- a Primary Savings Account balance below the $5.00 minimum.
- an unresolved deposited returned check.
- any unpaid and uncollected credit union fees.
- a negative balance on an account.
- failed to comply with the terms and conditions of any lawful obligation with Us, and as a result, caused Us to suffer a financial loss.
- manipulated or otherwise used Our services or products in the furtherance of an illegal purpose.
- committed, or threatened, acts of violence against Our employees, agents or members.
- failed to conduct themselves in a civil and businesslike manner.
- committed or attempted to commit fraud.

Minimum Balance Requirements. To be a member and maintain Accounts with Us You must purchase one share in the Credit Union. The par value of a share in this Credit Union is $5.00. If the balance in Your Primary Savings Account drops below one share ($5.00), for a period of three months or more, We may, at Our option, close Your Account.

Nonsufficient Funds Returns. Any check or pre-authorized transfer, or transaction made through the use of Your ATM or debit Card, or other electronic means, as is applicable (including any in-person transaction), that is presented to Us for payment on Your Account when Your Account lacks sufficient collected funds to pay any such item may, at Our option, be returned for nonsufficient funds and whether or not We honor any such item, You will be charged a fee.

Overdraft Balance Calculation. When processing transactions that debit or credit Your Account, We start each Business Day with Your final Account balance from the preceding Business Day. The final balance takes into account all of the debit and credit transactions that were settled that Business Day pursuant to Our Funds Availability Policy, as well as any other debits or credits to Your Account that were finally settled that day, as described above in the "Deposit of Items" and "Collection and Processing of Items" sections of the Account Agreement. This starting balance at the beginning of a Business Day (the preceding Business Day's final balance) is sometimes referred to as Your "actual balance."

As credits and debits to Your Account are received by Us, We add them to and subtract them from Your actual balance. Examples of credits include, but are not limited to, electronic direct deposits, check deposits that have been fully and finally collected, ACH credits that have settled that day, and cash deposits made to one of Our tellers. Examples of debits include, but are not limited to, checks drawn on Your Account that are presented to Us for payment together with such checks that are returned unpaid and subsequently represented for payment, electronic fund transfer (EFT) debit transactions (such as preauthorized payments and settled

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EFT debits) and all reinitiated electronic fund transfer (EFT) debit transactions (such as preauthorized payments), memo-posted EFT debits (EFT debits that We have authorized but which have not been settled), and all Credit Union fees and charges. As noted above, these examples are not an exhaustive list and should not be construed as such. The result of this calculation at any given point in time is called Your "available balance."

For the purpose of determining whether an overdraft has occurred, We use Your available balance. First, We add all of the settled credit transactions to the beginning actual balance. Then, We subtract all of the debit transactions that settled that day. We also subtract all of the pending debit transactions. This determines the available balance for overdraft purposes. Each debit transaction that We process when Your Account has a negative available balance is an overdraft, subject to an overdraft charge.
Subject to applicable law, You are responsible for paying any overdraft fees and charges assessed in connection with Our payment of an overdraft, as well as any NSF fees charged to Your Account when We dishonor and return an item for non-sufficient funds. It is Your responsibility to know Your Account balance, and if You have any questions You should contact a Credit Union representative.

Variable Rate Information. For all dividend-bearing accounts, the dividend rate and APY may change daily based on the determination of the Credit Union Board of Directors.

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

Withdrawal of Dividends Prior to Maturity. For Term Share Accounts, the Annual Percentage Yield assumes that interest remains on deposit until maturity. A withdrawal will reduce earnings.

Additional Transaction Limitations. The Credit Union reserves the right to require a member intending to make a withdrawal to give written notice of such intent not less than seven days and up to 60 days before any such withdrawal.

Other Information. For all Accounts (except Checking and Health Savings Accounts) Your Account consists of a transaction sub-account and a savings sub-account. Funds not required to pay debits may be transferred to a savings sub-account, and We may periodically transfer funds between these two sub-accounts. If Your Account is a checking Account on which a dividend is paid, Your dividend calculation will remain the same. The savings sub-account will be governed by the terms and conditions of Our savings Accounts, as indicated within these Agreements and Disclosures. This process will not affect: (a) Your available balance; (b) the dividend You may earn; (c) applicable insurance protection through the National Credit Union Administration; (d) Your monthly statement; or (e) any other features of Your Account. Other than the way We report Your checking Account to government agencies, such classification of Your Account will not affect You in any way.

Compounding and Crediting. For all dividend-bearing Accounts, dividends will be earned daily for each day on which Your balance exceeds the minimum daily balance requirement for Your Account. The dividend period, compounding frequency and the crediting frequency for all accounts are shown in the following table:

Account Type	Dividend Period	Compounding Frequency	Crediting Frequency
Primary, Trust Primary, and Fiduciary Primary	Quarterly	Quarterly	Quarterly
Special, Trust Special, and Fiduciary Special Savings	Quarterly	Quarterly	Quarterly
Money Fund, Trust Money Fund, and Fiduciary Money Fund Savings	Monthly	Monthly	Monthly
IRA Savings	Quarterly	Quarterly	Quarterly
Health Savings	Monthly	Monthly	Monthly
Reverse Tier Savings	Monthly	Monthly	Monthly
Cash Back Reward, Trust Cash Back, and Fiduciary Cash Back Checking	Monthly	Monthly	Monthly
Cash Rewards, Trust Cash Rewards, and Fiduciary Cash Rewards Checking	Monthly	Monthly	Monthly
Saver Savings, Trust Saver Savings, and Fiduciary Saver Savings	Monthly	Monthly	Monthly
Term Share and IRA Term Share Certificates	Monthly	Monthly	Monthly

Balance Computation Method. For all dividend-bearing Accounts, dividends are calculated by the daily balance method which applies a daily periodic rate to the principal in Your Account each day.

Accrual on Noncash Deposits. For dividend-bearing Accounts, dividends will begin to accrue on the business day that You place noncash items (e.g. checks) into Your Account.

Fees and Charges. Any fees and charges applicable to Your Account are disclosed on the separate schedule of fees and charges provided in conjunction with these Agreements and Disclosures.

ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE

THIS IS YOUR ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE. IT INCLUDES NECESSARY FEDERAL DISCLOSURE STATEMENTS AS REQUIRED BY THE ELECTRONIC FUND TRANSFER ACT (15 U.S.C. SECTION 1693 ET SEQ) AND REGULATION E AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR ATM CARD, VISA DEBIT CARD, OUR AUDIO RESPONSE SYSTEM ("VOICE BANKING") AND OUR PERSONAL COMPUTER ACCOUNT ACCESS SYSTEM AND/OR MOBILE COMPUTING DEVICE ACCOUNT ACCESS SYSTEM ("ONLINE/MOBILE BANKING"), EACH WITH THEIR PERSONAL IDENTIFICATION NUMBERS (PINS) AND/OR ACCESS CODE, AND ANY CHECKS YOU AUTHORIZE TO BE PROCESSED ELECTRONICALLY ("E-CHECK").

ATM CARD, VISA DEBIT CARD, VOICE BANKING, ONLINE/MOBILE BANKING, AND E-CHECK AGREEMENT. This Agreement applies to any electronic funds transfer made to or from Your Account(s) by You or by any user who has access to Your Account with actual, apparent, or implied authority for use of Your Account. Electronic fund transfers to and from Your Account can be made through the use of, but may not be limited to the following: (a) Your ATM Card or VISA Debit Card in Automated Teller Machines (ATMs) or at any place that it is honored including those transactions made through the use of the appropriate PIN in conjunction with Your ATM Card or VISA Debit Card; (b) any check in which You authorize the payee to process electronically; (c) Our Voice Banking Audio Response System; (d) Our Online/Mobile Banking Personal Computer and/or Mobile Computing Device Account Access System. An electronic fund transfer is any transfer of funds which is performed through the use of Your ATM Card, VISA Debit Card, E-Check, Our Voice Banking Audio Response System, Our Online/Mobile Banking Personal Computer and/or Mobile Computing Device Account Access System, or other electronic device. You understand that Your Card and any PINs and/or Access Codes are issued by Us and are not transferable. Your PIN is confidential and should not be disclosed to anyone. The use of Your Card is subject to the following terms. You agree: (a) to abide by Our Rules and Regulations as amended relating to the use of the Card; (b) that We may follow all instructions given to machines; and (c) not to use Your Card for illegal transactions including, but not limited to, advances made for the purpose of gambling and/or wagering where such practices are in violation of applicable state and/or federal law. Each withdrawal by You, or anyone else to whom You give Your PIN or to whom You allow access to Your Account, will be charged to Your savings or checking Account and will be treated as though it were a withdrawal except that: (1) We may charge withdrawals in any order We determine; and (2) We cannot honor stop payment requests on ATM and POS withdrawals.

We may, but are under no obligation to do so, process an Electronic Fund Transfer that exceeds the balance in Your savings and/or checking Account. In the event that any such transfer occurs, You agree to immediately pay Us the overdrawn amount and to the extent permitted by law, any associated fees and charges.

ISSUANCE OF PERSONAL IDENTIFICATION NUMBERS (PINs) AND/OR ACCESS CODES. We will issue to You separate Personal Identification Numbers (PINs) and/or Access Codes to be used in conjunction with ATM Card, VISA Debit Card, Voice Banking, and Online/Mobile Banking. You may also select such PIN and/or Access Code. Your use of Your PIN or Access Code is Your authorization to Us to withdraw funds from Your savings Account or Your checking Account to cover such transactions.

JOINT ACCOUNTS. If this is a Joint Account, You agree to be jointly and severally liable, under the terms of this Agreement. You understand that any Account access device that is requested and approved may be mailed to any Accountholder at the

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address that We have on file for them. We may refuse to follow any instructions which run counter to this provision.

OWNERSHIP OF ACCESS DEVICES. Your Card and/or any other Account access device will remain Our property and any such Card or other Account access device We may issue may be cancelled or its use restricted by Us at any time without notice, except as may be required by applicable law. You agree to surrender any such Card and/or access device and to discontinue its use Immediately upon Our request. You will be required to return any Account access device(s) to Us immediately upon the closing of Your Account.

OTHER AGREEMENT. If electronic fund transfer transactions involve other agreements You have with Us, the terms of those agreements will apply as well.

BUSINESS DAYS. Every day is a business day except Saturdays, Sundays, and Credit Union observed holidays.

DELAYED FUNDS AVAILABILITY NOTICE. Subject to Our Delayed Funds Availability Policy, deposits made at Air Academy Credit Union locations may not be posted to Your Account until they are received and verified by Us. All deposited items are removed from machines each business day. We are not responsible for delays in deposit posting due to improper identification on the deposit envelope. See Our Funds Availability Policy Disclosure for Our policy regarding the availability of Your deposits.

TYPES AND LIMITATIONS OF SERVICES

ATM CARD AND VISA DEBIT CARD TRANSACTIONS. You may use Your Card and PIN in any of Our network of ATMs and such other machines or facilities as We may designate. At the present time, You may use Your Card and Your PIN for: (a) Withdrawals from Your savings or checking Accounts not to exceed an aggregate total (savings and checking combined) of $500.00 per day, provided You have enough available funds in Your Account; (b) Deposits to Your savings or checking Accounts; (c) Transfers of funds from Your savings Account to Your checking Account; and (d) Balance Inquiries about Your savings and checking Accounts.

VISA Debit Cards that are associated with Your Health Savings Account cannot be used outside of the United States of America.

POINT OF SALE (POS) TRANSACTIONS. You may also use Your Card to purchase goods and services at any business where the Card is accepted, subject to an aggregate limit (savings, line of credit and checking combined) of $5,000.00 per day, provided You have enough available funds in Your Account.

VOICE BANKING TRANSACTIONS. You may use Our Voice Banking system in conjunction with Your PIN and/or Access Code to make the following types of transactions on designated accounts: (a) Withdraw funds from Your savings and checking Accounts; (b) Transfer funds from Our savings, and checking Accounts; (c) Verify Your savings and checking Account balances; (d) Make loan payments from Your savings and checking Accounts; and (e) Miscellaneous inquiries on Credit Union services related to Your Account. Voice Banking operates 24 hours every day. If You attempt to use the system and are told that "the system is not available," please call back later when service is restored.

ONLINE/MOBILE BANKING TRANSACTIONS. You may use Our Online/Mobile Banking system in conjunction with Your PIN and/or Access Code, an internet connection and a personal computer or internet enabled mobile computing device (e.g. smartphone or tablet), to make the following types of transactions on designated accounts: (a) withdraw funds from Your savings and checking Accounts; (b) transfer funds from Your savings, checking and money market Accounts; (c) transfer funds from Your Accounts with Us to Your deposit accounts at outside financial institutions; (d) verify Your Account balances; (e) make loan payments from Your savings and checking Accounts; (f) transfer funds from an outside source into Your savings, checking and money market Accounts; (g) transfer funds from Your Accounts with Us to third parties; and (h) make payments on Your Credit Union loan account from an outside source.

You may also use the Online/Mobile Banking system to authorize the Credit Union to issue payments on Your behalf in amounts up to $25,000.00, except to the extent that such payments are for governmental agencies, state and local taxing authorities, court-ordered payment and/or addresses outside the United States of America. In order to use Online/Mobile Banking for such transactions, You must have a checking Account with Us. By completing an online bill payment transaction using Online/Mobile Banking, You authorize Us to post any such payments to Your checking Account. Online/Mobile Banking payments will be made by check or electronic transfer and may take as long as seven business days from the date requested to be sent to the payee. The Credit Union cannot guarantee the time any payment will reach any of Your payees and accepts no liability for any service fees or late charges levied against You. Payments requested to be sent on dates that do not exist in a given month (i.e. February 30th or April 31st), or fall on Saturdays, Sundays, federal reserve, and other Credit Union observed holidays will be sent on the preceding business day.

Through the Mobile Banking platform You may access the Remote Deposit system to initiate the deposit of checks into Your savings and checking Account(s) You have with Us by using an internet enabled mobile computing device (e.g. smartphone or tablet), an imaging application/device, special software and an Access Code and/or User ID. You understand and agree that the remote deposit of Items into Your deposit accounts with Us through use of Remote Deposit are not subject to the Electronic Fund Transfer Act (15 U.S.C. § 1693 et seq.) or Regulation E (12 CFR 1005.1 et seq.). The remote deposit of Items into Your designated deposit accounts with Us is instead governed solely by the terms and conditions set forth in the separate remote deposit capture agreement. Each deposit may not exceed $5,000.00.

You may also use the Mobile Banking platform to access the Account-to-Account feature and transfer funds from: (i) Your Credit Union shares to other shares owned by You that are located at the Credit Union; and (ii) transfer Your Credit Union shares to other Accounts owned by other members that are located at the Credit Union.

You may additionally access the Zelle® feature through Mobile Banking. Zelle® is a personal payment service that will allow You to send and receive money from individuals or groups of individuals (in conjunction with a personal identification number, verification code and/or access code), via text message or email. For determining the transaction date of a Zelle® transfer, every day is a business day, except Saturdays, Sundays and federal holidays. For all transfers, if You make a transaction prior to closing on a business day that We are open, We will consider the transaction made on that day. If You make a transaction after the predetermined cut-off time or on a day We are not open, We will consider the transaction made on the next business day that We are open. Unless You request otherwise, transfers will be sent within 3 business days following the day of Your transaction. When You request a transfer be sent “Next Day,” it will be sent on the business day following the day of Your transaction. When You request a transfer to be sent “Same Day,” it will be sent on the same business day as Your transaction. The Zelle® feature is also subject to the terms and conditions of the separate Zelle® agreement. Please refer to that document for important information about this feature.

E-CHECK TRANSACTIONS. You may authorize a merchant or other payee to make a one-time electronic payment from Your checking Account using information from Your check ("E-Check") to: (a) pay for purchases; or (b) pay bills.

NOTIFICATION OF PRE-AUTHORIZED DEPOSITS. If You have arranged to have direct deposits made to Your Account at least once every 60 days (from Your employer, the federal government or other payer), You can call Us at (719) 593-8600 or (800) 223-1983 to find out whether or not the deposit has been made.

RIGHT TO STOP PRE-AUTHORIZED PAYMENTS. If You want to stop any pre-authorized payments, call Us at (719) 593-8600 or (800) 223-1983 or write Us at the address shown in this Agreement in time for Us to receive Your stop payment request three business days or more before the payment is scheduled to be made. To be sure that a third party does not bill You again for the "stopped" payment or to cancel the entire pre-authorized payment arrangement, contact the third party. To ensure that recurring preauthorized charges established and authorized by You are not interrupted in the event that Your Card or other Access Device is reissued, We may, but are under no obligation to do so, enroll Your account in automatic account information update services that communicate new Card/Access Device information to the service providers with whom You have established preauthorized recurring charges, the purpose of which is to ensure charges You authorize continue without interruption.

OUR LIABILITY FOR FAILURE TO STOP PAYMENT. If You order Us to stop one of Your pre-authorized payments three business days or more before the transfer is scheduled, and We do not do so, We will be liable for losses or damages, to the extent provided by law.

TRANSACTION SLIPS. You can get a receipt at the time You make any transaction to or from Your Account (except for Online/Mobile Banking, telephonic or mail-in transactions, and certain small-value transactions). When an electronic transfer has been made during any given month, You will receive a monthly statement to reflect all electronic fund transfers to or from Your Account during that statement period. In any case, You will receive a statement at least quarterly.

FEES. We may assess reasonable charges against Your Account for electronic funds transfers. If so, We will specify any charges for these or other types of electronic transactions, including automatic transfers, on an accompanying pricing document. We will explain the charges to You when You open Your Account. You will be provided with a fee schedule and Voice Banking, and Online/Mobile Banking information after Your Account is established. When You use an ATM not

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owned by Us, You may be charged a fee by the ATM operator, or any network used, and You may be charged a fee for a balance inquiry even if You do not complete a fund transfer.

LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS. If We do not properly complete a transaction to or from Your Account according to this Agreement, We will be liable for Your losses or damages. However, We will not be liable if: (a) Your Account does not contain enough available funds to make the transaction through no fault of Ours; (b) the ATM where You are making the transfer does not have enough cash; (c) the terminal was not working properly and You knew about the breakdown when You started the transaction; (d) circumstances beyond Our control prevent the transaction despite reasonable precautions that We have taken; (e) Your Card is retrieved or retained by an ATM; (f) Your Card or PIN has been reported lost or stolen and We have blocked the Account; (g) the money in Your Account is subject to legal process or other claim; (h) there are other lawful exceptions established by Us and You are given proper advance notice of them; and (i) You exceed any limits on Your Account.

LIABILITY FOR UNAUTHORIZED USE. Telephone Us at once at (719) 593-8600 or (800) 223-1983, or write to Us at the address shown in this Agreement if You believe Your Card or PIN have been lost or stolen or if you believe that an electronic fund transfer has been made without Your permission using information from Your check. Telephoning is the best way of keeping Your possible losses down. You could lose all of the money in Your Account (plus Your maximum overdraft line of credit, if applicable).

If you notify us of the loss or theft of Your Card or PIN, you can lose no more than $50.00 if someone uses Your Card or PIN without your permission before You notify us of the loss or theft. If the unauthorized use occurs through no fault of Yours, You will have no liability if someone uses Your Card or PIN without your permission before You notify us of the loss or theft.

Also, if Your statement shows transfers that You did not make, including those made by Card, PIN or other means, You will tell Us at once. If You do not tell Us within 60 days after the statement was mailed to You, You may not get back any money You lost after the 60 days if We can prove that We could have stopped someone from taking the money if You had told Us in time. If a valid reason (such as a long trip or hospital stay) keeps You from giving Us notice, We will extend the time periods.

Exception: You will have no liability for unauthorized use for Your VISA Debit Card as long as You report the loss or theft of Your VISA Debit Card within 2 business days. **These exceptions do not apply to: (a) transactions that originate at an ATM; or (b) transactions that originate from Your gross negligence; or (c) transactions that originate from Your fraudulent use of Your VISA Debit Card; or (d) transactions processed through non-VISA networks without cardholder PIN validation.**

IN CASE OF ERRORS OR IF YOU HAVE QUESTIONS ABOUT ELECTRONIC TRANSFERS. Telephone Us at (719) 593-8600 or (800) 223-1983, or write to Us at the address shown in this Agreement, or contact Us via e-mail at contactus@aacu.com, as soon as You can, if You think Your statement or receipt is wrong or if You need more information about a transaction listed on the statement or receipt. We must hear from You no later than 60 days after We send You the first statement on which the problem or error appeared.

(1) Tell Us Your name and Account number.

(2) 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.

(3) 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 10 business days. We will determine whether an error occurred within 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 45 days to investigate Your complaint or question. If We decide to do this, We will credit Your account within 10 business days for the amount You think is in error, so that You will have the use of the money during the time it takes Us to complete Our investigation. If We ask You to put Your complaint or question in writing and We do not receive it within 10 business days, We may not credit Your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, We may take up to 90 days to investigate Your complaint or question. For new accounts, We may take up to 20 business days to credit Your account for the amount You think is in error. We will tell You the results within 3 business days after completing Our investigation. If We decide that there was no error, We will send You a written explanation. You may ask for copies of the documents that We used in Our investigation.

UNAUTHORIZED TRANSFERS. To report a lost or stolen Card, PIN, Access Code or any combination thereof, You will call Us immediately at (719) 593-8600 or (800) 223-1983, or write to Us at the address shown in this Agreement. 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.

FOREIGN TRANSACTIONS. For transactions initiated in foreign countries and foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. Dollars) will be: (a) a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives; or (b) the government-mandated rate in effect for the applicable central processing date. For transactions that are initiated in a foreign currency, You will be charged 3.00% of the final settlement amount. For transactions occurring in foreign countries and initiated in U.S. Dollars, You will be charged 3.00% of the final settlement amount. Transactions initiated via the internet with merchants or other parties located outside of the United States of America are deemed to occur in the foreign country where the merchant or other party is located.

DISCLOSURE OF ACCOUNT INFORMATION. We may disclose information to third parties about Your Account or transfers You make: (1) when it is necessary to complete an electronic transaction; or (2) in order to verify the existence and conditions of Your Account for a third party such as a credit bureau or merchant; or (3) in order to comply with a government agency or court order, or any legal process; or (4) if You give Us written permission.

TERMINATION. We may terminate Your right to use Your Card, PIN or Access Code, or cancel this Agreement at any time upon written notice. You may request termination of these services in writing.

CHANGE IN TERMS. We may change the terms and charges for the services shown in this Agreement and may amend this Agreement from time to time upon proper notice to You.

GOVERNING LAW. This Agreement is controlled and governed by the laws of the State of Colorado except to the extent that such laws are inconsistent with controlling federal law.

FUNDS AVAILABILITY POLICY DISCLOSURE

THIS DISCLOSURE DESCRIBES YOUR ABILITY TO WITHDRAW FUNDS FROM TRANSACTION ACCOUNTS AT AIR ACADEMY CREDIT UNION. YOU SHOULD ALSO REFER TO THE SECTION OF THESE AGREEMENTS AND DISCLOSURES THAT DESCRIBES THE DETAILS OF YOUR SPECIFIC ACCOUNT TYPE FOR ADDITIONAL INFORMATION.

Your Ability to Withdraw Funds. Our policy is to delay the availability of funds from Your cash and check deposits. During the delay, You may not withdraw the funds in cash and We will not use the funds to pay checks that You have written.

Determining the Availability of a Deposit. The length of the delay is counted in business days from the day of Your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If You make a deposit before closing 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 closing or on a day We are not open, We will consider that the deposit was made on the next business day We are open. The length of the delay varies depending on the type of deposit and is explained below.

Same-Day Availability. Funds from Electronic direct deposits to Your account will be available on the day We receive the deposit.

Next-Day Availability. Funds from the following deposits are available on the first business day after the day of Your deposit:

- U.S. Treasury checks that are payable to You.
- Wire transfers.
- Checks drawn on Air Academy Credit Union.

If You make the deposit in person to one of Our employees, funds from the following deposits are also available on the first business day after the day of Your deposit:

- Cash.
- State and local government checks that are payable to You.
- Cashier's, certified, and teller's checks that are payable to You.
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to You.

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FUNDS AVAILABILITY POLICY DISCLOSURE (continued)

If You do not make Your deposit in person to one of Our employees (for example, if You mail the deposit), funds from these deposits will be available on the second business day after the day We receive Your deposit.

Other Check Deposits. The first $500.00 from a deposit of other checks will be available on the first business day after the day of Your deposit. The remaining funds will be available on the second business day after the day of Your deposit. For example, if You deposit a check of $700.00 on a Monday, $500.00 of the deposit is available on Tuesday. The remaining $200.00 is available on Wednesday.

Longer Delays may Apply. Funds You deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check You deposit will not be paid.
- You deposit checks totaling more than $6,725.00 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn Your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify You if We delay Your ability to withdraw funds for any of these reasons, and We will tell You when the funds will be available. They will generally be available no later than the seventh business day after the day of Your deposit. In any case, We reserve the right to refuse an item for deposit or encashment.

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 $6,725.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the 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 $6,725.00 will be available on the ninth business day after the day of Your deposit. If Your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of Our employees, the first $6,725.00 will not be available until the second business day after the day of Your deposit. Funds from all other check deposits will be available on the 11th business day after the day of Your deposit.

ATM Deposits. If You make an ATM deposit prior to closing on a business day that We are open, We will consider that day to be the day of Your deposit. However, if You make an ATM deposit after closing or on a day that We are not open, We will consider the deposit made on the next business day We are open. For deposits made at Automated Teller Machines (ATMs) owned and operated by Air Academy Credit Union, deposits subject to delayed availability will become available for withdrawal on the second business day after the day of deposit. For deposits made at Automated Teller Machines (ATMs) not owned and operated by Air Academy Credit Union, deposits subject to delayed availability will become available for withdrawal on the fifth business day after the day of deposit.

Holds on Other Funds. If We cash a check for You that is drawn on another institution, We may withhold the availability of a corresponding amount of funds that are already in Your Account. Those funds will be available to You at the time that the funds from the check We cashed for You would have been available if You had deposited it. If We accept for deposit a check that is drawn on another 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 policy for the type of check that You deposited.

Location of Check Endorsements. Federal law requires all check endorsements to be in the first 1-1/2 inches of the trailing edge of the back of the check. The trailing edge is opposite the left side of the face of the check, the side of the check just behind Our address. You will be responsible for any costs incurred by Us due to delays in returning checks deposited into Your Account that do not comply with the endorsement standards.

Dividend Payment Policy. See the Account Disclosures section in these Agreements and Disclosures for Our policy on the payment of dividends.

SUBSTITUTE CHECKS AND YOUR RIGHTS

THIS IS YOUR SUBSTITUTE CHECK POLICY DISCLOSURE AND INSTRUCTIONS. IT CONTAINS IMPORTANT INFORMATION CONCERNING OUR SUBSTITUTE CHECK POLICY AND NECESSARY DISCLOSURES AS REQUIRED BY THE CHECK CLEARING FOR THE 21ST CENTURY ACT (12 CFR 229 ET SEQ) AND SPECIAL INSTRUCTIONS REGARDING YOUR RIGHT TO FILE FOR AN EXPEDITED REFUND. PLEASE BE CERTAIN TO READ THESE AGREEMENTS AND DISCLOSURES CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.

What is a substitute check?
To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of Your check. You can use it the same way You would Use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that You receive back from Us may be substitute checks. This notice describes rights You have when You receive substitute checks from Us. The rights in this notice do not apply to original checks or to electronic debits to Your Account. However, You have rights under other law with respect to those transactions.

What are my rights regarding substitute checks?
In certain cases, federal law provides a special procedure that allows You to request a refund for losses You suffer if a substitute check is posted to Your Account (for example, if You think that We withdrew the wrong amount from Your Account or that We withdrew money from Your Account more than once for the same check). The losses You may attempt to recover under this procedure may include the amount that was withdrawn from Your Account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of Your refund under this procedure is limited to the amount of Your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of Your refund if Your Account is an interest-bearing Account. If Your loss exceeds the amount of the substitute check, You may be able to recover additional amounts under other law.

If You use this procedure, You may receive up to $2,500.00 of Your refund (plus interest if Your Account earns interest) within 10 business days after We received Your claim and the remainder of Your refund (plus interest if Your Account earns interest) not later than 45 calendar days after We received Your claim.

We may reverse the refund (including any interest on the refund) if We later are able to demonstrate that the substitute check was correctly posted to Your Account.

How do I make a claim for a refund?
If You believe that You have suffered a loss relating to a substitute check that You received and that was posted to Your Account, please contact Us by telephone at: (719) 593-8600, or write to Us at the address shown in these Disclosures and Instructions. You must contact Us within 40 calendar days of the date that We mailed (or otherwise delivered by a means to which You agreed) the substitute check in question or the Account statement showing that the substitute check was posted to Your Account, whichever is later. We will extend this time period if You Were not able to make a timely claim because of extraordinary circumstances.

Your claim must include –

- A description of why You have suffered a loss (for example, You think the amount withdrawn was incorrect);
- An estimate of the amount of Your loss;
- An explanation of why the substitute check You received is insufficient to confirm that You suffered a loss; and
- A copy of the substitute check and/or the following information to help Us identify the substitute check: the check number, the name of the person to whom You wrote the check, and the amount of the check.

WIRE TRANSFER AGREEMENT

THESE ARE THE TERMS AND CONDITIONS WHENEVER YOU REQUEST A WIRE TRANSFER OF FUNDS FROM YOUR ACCOUNT(S) WITH US BASED UPON YOUR ORAL OR WRITTEN REQUEST. WE WILL PROVIDE WIRE TRANSFER SERVICES AS A MEANS TO INITIATE DOMESTIC AND INTERNATIONAL TRANSFERS FOR YOU,

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SUBSTITUTE CHECKS AND YOUR RIGHTS

SUBJECT TO THE TERMS OF THIS AGREEMENT, WHICH YOU AGREED TO BY SIGNING YOUR ACCOUNT APPLICATION AND AGREEMENT WITH US AT THE TIME THAT YOUR ACCOUNT WAS ESTABLISHED.

This Wire Transfer Agreement applies to wire transfers that are not "Remittance Transfers" as defined in the Electronic Fund Transfer Act (15 U.S.C. 1693o-1) and Regulation E, Subpart B (12 CFR 1005.30 *et seq.*).

We are authorized to charge Your Account for the payment of wire transfer requests. If more than one Account(s) is designated, We may charge any of the designated Accounts unless You give Us specific written directions otherwise. Your transfer requests may involve the transfer of funds from any of Your designated Accounts with Us to another account You have with Us, to any other financial institution, or to a third party or account of a third party maintained with Us or any other financial institution. As permitted by law, there are no restrictions or limitations on the amounts which may be ordered or requested, or on the location or address of the beneficiary of a transfer unless You give Us written instructions to the contrary.

The party(ies) named in Your application for membership are the Authorized Persons who may issue payment orders to Us for the initiation of wire transfers or to receive telephone calls from Us, in accordance with this Agreement, for the purpose of confirming payment orders for the initiation of wire transfers which have been transmitted to Us under this Agreement for any Account designated in Your application for membership. For confirmation purposes, We may call any party designated in Your application for membership. If more than one Authorized Person is named, any one of them may issue payment orders on any designated Account.

Wire transfer requests must be given to Us in compliance with Our cut-off hours as established from time to time by Us. We are not responsible for the accuracy of a routing number which You supply verbally and which is contained in Your wire transfer request. Wire transfer requests received by Us after Our cut-off hours may be treated as if received on the following business day.

We have no obligation to accept or execute any wire transfer request. We will provide You telephonic notice of rejection. If We are unable to reach You by telephone, We may at Our option give You notice of rejection in writing.

If We accept a wire transfer request consistent with this Agreement, You agree that any such transfer requests which We receive are effective as Your transfer request, whether or not authorized.

You will have no right to cancel or amend a payment order to initiate a wire transfer after We receive it. We will make a reasonable effort to act on a cancellation or amendment of a payment order made by You prior to the time that We execute such payment order, but We have no liability if Your cancellation or amendment is ineffective.

You agree to re-execute this Agreement or to execute a new agreement if changes are necessary. Your application for membership designates any Account which may be charged in relation to wire transfer requests. All parties which You have authorized to issue wire transfer requests or to receive telephonic confirmations from Us are identified in Your application for membership. All modifications or additions to Your application for membership must be in writing.

You agree to pay Us the amount of any transfer request which We transmit pursuant to this Agreement when We execute a payment order to carry out Your wire transfer request. You will not make any wire transfer request which would cause You to exceed the available balance in the Account designated to pay the transfer request. If a payment order is executed which creates an overdraft, with or without Our prior consent, You agree to pay Us the overdraft amount and any overdraft fee immediately upon Our demand. We have the right to set-off the amount of any overdraft against the balance in any of Your accounts with Us and We may exercise any rights We have under any agreements which grant Us security for the payment of Your liabilities or obligations to Us.

You understand and agree that the payment of a wire transfer request may be made by Us or any other financial institution used to carry out the transfer request on the basis of an identifying or account number which You have provided for a beneficiary, even if the number identifies a person different from Your intended beneficiary. You also understand and agree that We or any other financial institution used to carry out a transfer request, may rely on the identifying number of the intermediary or beneficiary's financial institution which You have provided as the proper identification of the intermediary or beneficiary's financial institution, even if the number identifies a financial institution different from the one You intended to identify. We or any other financial institution are not responsible for determining whether any identifying or account numbers You have provided to initiate a wire transfer are accurate. You will be liable to Us for the amount of any transfer request even if payment of the transfer request is made to a person different from the named beneficiary based upon the beneficiary's identifying or account number provided by You or payment of the transfer request is made to a financial institution different from the one identified by name based on the identifying number which You have provided to Us.

You agree to examine any statement or confirmation which We send You and to notify Us within 30 days after the mailing date on any statement or confirmation, of any discrepancy or error. If You fail to notify Us of any discrepancy or error within the required time period, You agree that We are not liable to pay interest or reimburse You for any discrepancy or error in relation to a transfer request described in such statement or confirmation.

You and the Credit Union agree that the following specified security procedures represent a commercially reasonable method of providing security against unauthorized payment orders: (a) Only individuals named in Your application for membership shall issue wire transfer requests to Us; and (b) We reserve the right to telephonically contact any individual named in Your application for membership for the purpose of confirming a transfer request, regardless of amount, although We have no obligation to do so. If We cannot obtain a confirmation satisfactory to Us, then We reserve the right to refuse to honor any wire transfer request.

We have no responsibility to verify the identity of any party identifying themselves as an individual authorized to receive a telephonic confirmation of any wire transfer request, other than to verify that the name given by such party corresponds to a party named in Your application for membership. If, for any reason, We are not satisfied that a wire transfer request was issued by an authorized party or confirmed by an authorized party, We may refuse to execute the transfer request. If We do so, We shall not incur any liability of any nature. You agree to prevent disclosure, other than on a need-to-know basis, of any of the aspects of the security procedures which You have agreed to with Us. You will notify Us immediately if You believe the confidentiality of the security procedures has been compromised and You shall act to prevent the security procedures from being further compromised.

We have no liability of any nature for delays or mistakes, provided We act in good faith and with reasonable care. We are not responsible for delays or mistakes caused by other parties through whom We transmit funds whether such other parties were selected by You or Us. We are not required to make a wire transfer on the day a wire transfer request is received, unless the wire transfer request is received within a reasonable time before any cut-off hour We have established. We will generally use the funds transfer system, but We may use any means and routes that We, in Our sole discretion, consider suitable for the transmission of funds.

You agree that We have no liability and are not responsible for any delay or failure to transfer any amount specified in any wire transfer request because of rules, regulations, or policies of the Federal Reserve Board which limits, in the aggregate, the amount We can transfer from time to time during any business day, provided, however, that We will promptly notify You of any such failure or delay and will effectuate the transfer as soon as is reasonably possible.

We shall have no liability whatsoever for any special, consequential, punitive, or indirect loss or damage suffered by You in connection with services offered by Us which are subject to this Agreement, regardless of whether We know or should have known such damages might be incurred. We have no responsibility for any attorneys' fees that You might incur.

We may terminate this Agreement at any time by giving written or oral notice to You. Unless We terminate this Agreement, the Agreement shall remain in effect until We receive written notice of termination from You and have been afforded a reasonable opportunity to act on Your termination notice. You may not assign this Agreement to any other party.

This Agreement is governed by the provisions of Regulation J, 12 CFR Part 210, Subpart B, including the Appendices, to the extent that any wire transfer request is carried out. Terms which are not defined in this Agreement shall have the same meaning as defined in the Uniform Commercial Code Article 4A. This Agreement is also subject to all applicable Operating Circulars of the Federal Reserve Bank in the district in which We are located and any other applicable provisions of federal or state law. To the extent that Regulation J does not apply to this Agreement, this Agreement shall be governed by the laws of the state in which We are chartered.

We may amend this Agreement, from time to time, by sending You a copy of any amendment at least 30 days prior to its effective date. This Agreement may also be amended by a writing signed by You and Us. No representation or statement not expressly contained in this Agreement or in any amendment shall be binding upon You or Us.

If any provision of this Agreement is prohibited by applicable law, such prohibition shall apply only to that provision and all other provisions of the Agreement shall remain in full force and effect.

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