

INAPPROPRIATE TRANSACTIONS

You warrant and agree that you will not use any Credit Union Accounts or Services, including but not limited to loans, to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute an event of default under this Agreement. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us) under applicable law, including but not limited to any transaction involving or relating to any gambling activity. You agree that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or authorized user(s); or for declining to accept, process, or pay any such transaction. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

TAXPAYER IDENTIFICATION NUMBERS AND CERTIFICATION

Pursuant to the Account Card used to establish your membership with us, you provided a certification regarding the accuracy of your taxpayer identification number (usually your Social Security Number) and whether your account is subject to backup withholding under the Internal Revenue Code. You acknowledge and agree that this certification applies to any and all accounts you have with us now or in the future, unless you provide written notification to us that specifically provides otherwise.

MEMBERSHIP BENEFITS AND OBLIGATIONS

Upon approval of your application and the deposit of any required shares, you become a “member-owner” of this Credit Union. As a “member-owner” you are eligible to apply for all Credit Union deposit, loan and other financial services; you may vote at all annual or special meetings of the membership if you are the age of majority. You have an obligation to the Credit Union and all other member-owners to follow the rules established from time to time for the use of these services, and not to cause the Credit Union any loss. This includes, but is not limited to your obligation to repay all debts, loans, credit advances as well as other contractual, equitable and statutory obligations that may be payable by you to us.

CROSS-COLLATERALIZATION

To reduce the possibility of loss, members grant to the Credit Union a lien on all shares and agree that all collateral pledged to secure any loan obligation owed to us will also secure payment of your other obligations. This pledge will secure all obligations owed at the time of the pledge or which arise thereafter. This “cross-collateralization” of your obligations applies to all debts regarding your accounts, loans or otherwise, including but not limited to each closed-end loan obligation, each advance under any open-end loan plan, all obligations under any credit card agreement with us, and overdrafts. Unless a contrary intent is evidenced in writing,

obligations secured by a primary residence are not included in the “cross-collateralization” of your obligations to us.

MEMBERSHIP ELIGIBILITY AND FUTURE SERVICES

To open or maintain any account(s) or service(s) with us, you must qualify for membership and deposit and maintain the par value of the required shares as provided by the Credit Union’s Bylaws and Charter. To verify your eligibility for any account(s), service(s), or loan products, now and in the future, you authorize us to make inquiry to determine your employment history and to obtain information concerning any accounts with other institutions and your credit history, including consumer credit reports. You agree that this authority applies to any account, account-related service, loans or other financial products you request or which we may offer or make available to you. We may also report information concerning your account(s) and credit to others.

CIP NOTICE - IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

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

AUTHENTICATION AND SIGNATURE

(Loans and Obligations to the Credit Union). All borrowers and owners of collateral hereby authorize the Credit Union or its agent to file, execute, sign, authenticate and take all other actions it deems necessary or proper in said parties’ name(s) and stand with regard to the said parties’ obligations to sign, file or obtain any lien, evidence of lien, financing statement, certificate of title or other security instrument you deem necessary for: the attachment or perfection of your lien rights in any collateral pledged to secure the borrower’s obligations to the Credit Union as well as any additional collateral it may require under the terms of this Agreement and any alternate collateral it agrees to accept; or sale of such collateral in the event of default, which authority includes any modification, amendment, continuation or re-filing.

ENDORSEMENTS

You authorize us, at our discretion, to accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of any one or more owners on the account, whether or not endorsed by all payees. All owners are deemed to receive the benefit of all deposits and the proceeds of such deposits; and we may give cash back to any payee. You authorize us to supply missing endorsements of any owners. If an insurance, government, or other check or draft requires an endorsement as set forth on the back of the check or draft, we may require endorsement as set forth on the

item. Endorsements must be placed in the space on the back of the share draft or check between the top edge and 1.5 inches from the top edge. We may accept drafts or checks with endorsements outside this space. However, if any such endorsement or any other markings you or any prior endorser has made on the draft or check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by us due to the delay or error.

DIRECT DEPOSITS

We may offer a direct deposit option allowing you to preauthorize deposits (i.e., payroll checks, Social Security or retirement checks, or other government checks) or preauthorize transfers from other accounts with us. You must authorize any direct deposits to your accounts by a separate authorization form. If applicable, you must notify us at least thirty (30) days prior to any direct deposit or pre authorized transfer if you wish to cancel or change the direct deposit or direct transfer option. You agree that you have an obligation to notify us immediately regarding the death of any person that receives any federal of state retirement, welfare, benefits or other payments via electronic or other deposit. If we are required to reimburse the federal or any state government, agency or authority for any payment deposited into your account for any reason, you agree that we may deduct the amount returned from any of your accounts, unless prohibited by law, and that you will be obligated to repay to us on demand any such sums.

If you file bankruptcy and fail to cancel any instructions in your direct deposit or transfer authorization, then you hereby instruct your employer and us to continue to make and apply deposits, make loan payments in order to avoid delinquency and other transfers in accordance with your authorization, until written notification is received by us to discontinue any payments or transfers.

MULTIPLE PAYEES

Unless any check, share draft or other instrument expressly indicates that the item is payable to conjunctive payees, the instrument shall be deemed payable in the alternative. If there is any ambiguity, the instrument shall be deemed payable in the alternative. (Example: a check payable to "A and B" is a conjunctive instrument. A check payable to "A or B;" "A, B;" "A/B," where "A and B are listed on separate lines;" or otherwise, where not expressly conjunctive are payable in the alternative.)

TRANSACTION LIMITATIONS FOR ALL SHARE SAVINGS AND MONEY MARKET/MONEY MANAGEMENT ACCOUNTS

During any calendar month, you may not make more than six (6) withdrawals or transfers to another Credit Union account of yours or to a third party by means of a pre-authorized, automatic, telephonic, home banking, or audio response transfer or instruction. A pre-authorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders, including orders received through ACH. Any minimum withdrawal requirements are set forth in the Schedule. If you exceed the transfer limitations set forth above in any

statement period, we may reverse or refuse to make the transfer, and your account will be subject to closure by the Credit Union and a fee as stated in the Schedule (in accordance with Federal Reserve Regulation D.)

If payment is made directly to the depositor, you may make an unlimited number of withdrawals from these accounts in person, by mail, at an ATM, or by telephone if the withdrawal is mailed to you in a check. There is also no limit on the number of transfers you may make to any loan account(s) with us.

CHECKING ACCOUNTS

The Credit Union may refuse any check or other item drawn against your account or used to withdraw funds from your account if it is not on a form approved by us. We also reserve the right to refuse any check or other item drawn against your account or used to withdraw funds from your account if made in a manner not specifically authorized for your account, if made more frequently or in a greater number than specifically permitted for your account, or if made in an amount less than the minimum withdrawal or transfer specifically permitted for your account. If we accept a check or other item not on a form approved by us, you will be responsible for any loss by us in handling the item. We may pay checks or other items drawn upon your account in any order determined by us, even if paying a particular check or item results in an insufficient balance in your account to pay one or more other items that otherwise could have been paid out of your account.

Because of the nature of the Credit Union check program, neither the Credit Union nor any other processing entities shall be responsible for the authenticity of the checks with regard to the signature or alterations; and checks, when presented, shall be paid without verification. We may disregard all information on or any writing or memorandum attached to any check or item except for your signature, the amount and the information that is magnetically encoded. You agree that we do not fail to use ordinary care because our procedures do not provide for sight examination.

You agree to take precaution in safeguarding your blank checks. You will notify us immediately if you learn or have reason to know that any of your checks have been lost or stolen. If you are negligent in safeguarding your checks, we will not have any liability or responsibility for any losses you incur as a result of fraud or forgery if we pay any such check in good faith pursuant to standard commercial practices.

CHECKS FROM SOURCE OTHER THAN CREDIT UNION APPROVED VENDOR

The Credit Union approves the vendor(s) listed in the Schedule for check printing due to their high standards. Other companies that provide check printing services may not meet the high standards of our approved vendor(s). Therefore, you acknowledge and agree that we have no responsibility or liability to you whatsoever resulting, arising or relating from/to: non-payment; returns as no account/insufficient funds or otherwise; any other processing/payment error with regard to any check that is not printed by our approved vendor(s).

AUTHORIZED SIGNATURE

We are authorized to recognize any signature on an Account Card or document, but will not be liable for refusing any order or item if we believe in good faith that the signature on any order or item is not genuine. We are authorized to honor any transactions initiated by a third person if you provide your access device or other information to a third person. Also, if you authorize the use of a facsimile signature, we shall not be liable for honoring any instrument that appears to bear your facsimile signature, even if made by an unauthorized person.

ACCESS TO ACCOUNT INFORMATION

You agree that all owners, borrowers and authorized users may have access to all of the information you provide to us, or which we gather and maintain regarding our relationships with you. This includes, but is not limited to: information regarding transactions, account history, your loan relationships with us, and other information relating to or arising with regard to any of your accounts, loans or other services with us. You acknowledge and agree that any owner of a joint account or service, or any co-borrower may provide authority to others who will have access to all information as owners and/or co-borrowers. Further, you understand that we utilize a consolidated statement for your accounts, account services, loans and all other services with us. You understand and agree that we are authorized to send jointly and/or provide to any individual owner or borrower a statement that includes all of the information on the consolidated statement even though all parties receiving the statement may not be owners or borrowers as to all of the accounts or services addressed in the statement.

SHARING INFORMATION WITH CO-BORROWERS, CO-SIGNERS, OWNERS OF COLLATERAL PLEDGED AND OTHER LIEN HOLDERS

You hereby consent and agree that we may share any information regarding your obligations with us or collateral pledged to secure any obligations you owe to the Credit Union with the persons listed in this subsection.

LEGAL PROCESS AND OTHER ADVERSE CLAIMS

Should we receive any legal process, including any summons, order, injunction, execution, distraint, levy, or lien, (hereafter called "Process"), or other adverse claim which in the Credit Union's opinion affects your account(s), we may, at our option and without liability, refuse to honor orders to pay or withdraw sums from the account(s) and either hold the balance in the subject account(s) until the Process or adverse claim is disposed of to the Credit Union's satisfaction, or pay the balance over to the source of the Process. We may also refuse to allow a withdrawal if there is a dispute between owners about the account(s) or if the account(s) secure(s) any obligations owed to the Credit Union. Any Process or adverse claim is subordinate to our lien and security interest in all funds in your account(s).

MEMBERSHIP TERMINATION

You may terminate your membership by giving us notice and complying with the policies and procedures of the Credit Union. Termination will not release you from any fees or obligations you owe us, those incurred in the process of closing your accounts or services or your liability on outstanding items or transactions. You further agree that we can terminate your membership for cause based on any of the circumstances defined in this Agreement without notice or further action. Upon termination, no transaction(s) will be allowed.

RECORDING CONVERSATIONS

You understand and agree that for our mutual protection we may record any of our telephone conversations.

INFORMATION ABOUT YOUR ACCOUNTS AND YOU

Generally, we will not disclose information to third parties about your account(s) or about you without your permission. However, we may disclose information; (1) when it is necessary to complete transfers or transactions, or to send notice of dishonor or nonpayment (2) to our accountants (3) to state or federal government regulators (4) to exchange, in the regular course of business, credit information with other banks, financial institutions, or commercial enterprises, directly or through credit reporting agencies (5) to advise third parties of accounts closed for misuse (6) to furnish information to appropriate law enforcement authorities when we reasonably believe we have been the victim of a crime (7) to comply with government agency or court orders, subpoenas or other legal process or to furnish any information required by statute (8) to furnish information about the existence of an account to any judgment creditor of yours who has made a written request for such information, or (9) when we are attempting to collect an obligation owed to us. In addition, you understand and agree that we may, from time to time, request and review consumer credit reports and other information about you prepared by credit reporting agencies or others. You will be responsible to pay all legal, copying and other expenses incurred by us or payable pursuant to the Schedule regarding any subpoena or other legal process.

You may apply for additional financial services, or seek to refinance your loan and other obligations from time to time with other lenders or financial service providers. You may also seek to sell, trade, transfer or exchange collateral pledged to secure your obligations to us. You authorize and specifically grant us permission to provide orally, electronically or in writing "payoff" and other information including the amounts you owe on all obligations to us, if we receive a request which we in good faith believe to be related to any such application, refinancing, sale, trade, transfer or exchange. To expedite such transactions for your benefit, you agree that we can rely on the representations made to us by a third party, and our duties to you hereunder do not require us to investigate or document a request for such information.

COSTS, EXPENSES AND ATTORNEYS' FEES

If it is necessary for us to bring any legal or other action to collect any sum you owe the Credit Union; if we incur any costs or expense as a result of any order or instruction received from any owner or any owner's agent under this Agreement, any adverse claim, legal process or otherwise; your failure to comply with any obligation in this Membership Agreement; or if we successfully defend any claim against the Credit Union brought by any owner, agent, personal representative, executor, heir or other party in interest brought via any formal or informal process (including but not limited to arbitration or mediation) involving your accounts or services with us, then all owners of the account(s) or service(s) concerned agree, jointly and severally, to pay us for all costs and expenses, including reasonable attorneys' fees. If you are responsible to pay us any cost of collection or legal expenses incurred by the Credit Union in collecting any amount you owe or in enforcing or protecting the Credit Union's rights under this Agreement or otherwise, including but not limited to costs of repossession, repair, appraisal, and all other costs or expenses, you agree to pay us the actual costs of such expenses together with attorneys' fees of 20% of the unpaid balance or such greater sum as may be reasonable, unless applicable law specifically provides otherwise. Further, you agree to pay the Credit Union an additional sum for any costs, legal expenses or attorneys' fees incurred in any appellate, bankruptcy or post-judgment proceedings, except as limited or prohibited by applicable law.

ACCOUNT CHANGES

Changes to any account or account service requested by any member or account owner can only be made with the express consent of the Credit Union. If a change to a multiple account or service is requested, we may require that all multiple owners indicate their consent by signing our document evidencing the change. As set forth herein, the Credit Union, in its sole discretion, may change any term or condition of this Agreement, including the method for determining dividends, at any time without notice except as expressly required by applicable law.

HEALTH SAVINGS ACCOUNTS

The Credit Union offers Health Savings Accounts to help you plan and pay health care costs. There are no minimum balance requirements; your withdrawals can be done in person, over the phone, or through online banking and are reflected as medical expenses. Withdrawals taken due to death, disability and/or excess contributions must be transacted in person. Your deposits will be recorded for the current calendar year; you may make prior year deposits but you understand that they can only be transacted from January 1 through April 15. Health Savings Accounts are subject to limitations and/or penalties imposed by the Internal Revenue Service; you specifically agree that we are not liable for the interpretation of Internal Revenue Service rules and you will contact your tax advisor or the Internal Revenue Service for any interpretations. You also specifically agree not to hold Sooper Credit Union liable for determining whether or not you meet the qualifications for opening and

maintaining this account as well as monitoring the disbursed funds from the Health Savings Account. Refer to the Schedule for rates or fees and this booklet for the Electronic Funds Disclosure. Health Savings Accounts may be changed by the Credit Union from time to time.

TERMS AND CONSENT APPLICABLE TO ELECTRONIC SIGNATURES, ELECTRONIC CONTRACTS, ELECTRONIC RECORDS, ELECTRONIC MAIL (E-MAIL) FACSIMILE AND OTHER ELECTRONIC SERVICES AND SOOPER ALERT COMMUNICATIONS.

1. **Agreement.** If you contract with us electronically or otherwise request documentation or disclosures electronically, you specifically consent and agree that we may provide all disclosures, agreements, contracts, periodic statements, receipts, notices, modifications, amendments, and all other evidence of our transactions with you or on your behalf electronically (hereinafter all such documentation is referred to as electronic record(s.)) Further you will receive Sooper Alerts which will notify you of any pertinent information regarding service(s) from the Credit Union. You have a right to receive a paper copy of any of these electronic records if applicable law specifically requires us to provide such documentation. Also, you may withdraw your consent and revoke your agreement to receive records electronically. To request a paper copy or to withdraw your consent and agreement to receive electronic records call, write or e-mail us as set forth in Agreement. Fees may apply as set forth in the Schedule.

2. **Equipment and Software Requirements.** To receive electronic records and to access our home banking services, you need a computer with a modem and web browser (such as Netscape Navigator®, Microsoft Internet Explorer® or an equivalent). Other than e-mail responses, our electronic records may be provided in PDF format. To access or read these records, you may be required to install an appropriate reader such as Adobe's Acrobat Reader. Use of and access to our on-line / electronic banking services requires the use of a browser that supports SSL and Cookies. You are responsible for the set-up and maintenance of your personal computer and modem.

Performance of Software and Electronic Service and Warranty Disclaimer. In no event will we be liable to you for any consequential, incidental or indirect damages arising out of the use, misuse or inability to use our services, or for any loss of any data, even if we have been informed of the possibility of such damages.

FURTHER, WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, TO YOU REGARDING YOUR EQUIPMENT OR THE SOFTWARE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, including but not limited to any Online Banking Services provided to you under this or any other agreement with us.

We do not and cannot warrant that Online Banking will operate without errors, or that any or all Online Banking Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers,

directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to Online Banking, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of the Credit Union and its affiliates exceed the amounts paid by you for the services provided to you through Online Banking.

Virus Protection. We are not responsible for any electronic virus or viruses that you may encounter. The Credit Union suggests that you routinely scan your PC and diskettes using a reliable virus protection software product to detect and remove any viruses found. An undetected or unrepaired virus may corrupt and/or destroy your programs, files and even your hardware.

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

4. E-Mail and Facsimile Communications. You acknowledge and agree that the internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim or damages arising or in any way related to our response(s) to any e-mail or other electronic communication, which we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any e-mail or other electronic communication; and may respond to an e-mail at either the address provided with the communication, the e-mail address in your Membership Application and Signature Card, or any other application or written communication actually received by us.

Any account owner, co-borrower, or authorized user may change the e-mail address for statements or other information from us at any time.

Although having no obligation to do so, we reserve the right to require authentication of e-mails or electronic communications. The decision to require authentication is in the sole discretion of the Credit Union. We will have no obligation, liability or responsibility to you or any other person or company if we do not act upon or follow any instruction to us if a communication cannot be authenticated to our satisfaction.

Further, the Credit Union may not immediately receive e-mail communications that you send. Also, we will not take action based on e-mail requests until we actually receive your message and have a reasonable opportunity to act. We reserve the right to require any notices from you be submitted to us in writing, and we may refuse to send certain information through unsecured e-mail communications. If you need to contact the Credit Union immediately regarding an unauthorized

transaction, stop payment request, or otherwise, you may call the Credit Union toll-free at 1-(888) SOOPER-1, [1-(888) 766-7371].

You expressly consent and agree to us, our agents or any parties we authorize sending and your receiving any communications hereunder by facsimile or other electronic methods including any offers for Credit Union, affiliate or third party services and/or products.

5. Links to Other Sites. Our website may contain links to third party websites. These links are provided solely as a convenience to you and not as an endorsement by the Credit Union of the contents on such third-party website. The Credit Union is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third party websites. If you decide to access linked third-party websites, you do so at your own risk.

6. Controlling Law and Users Responsibilities. Our website and the electronic services that we provide (excluding linked sites) are controlled by the Credit Union from its principal offices within the State of Colorado as set forth in paragraph 33 of the Membership Agreement Section of this Booklet, and the specific applicable law governs this Agreement. While you may choose to access our website and electronic services from other locations, we make no representation that any information, materials, or functions included in our website or via our electronic service are appropriate or authorized for use in other jurisdictions. Your access from other locations is made on your own initiative; and you are solely responsible for compliance with any applicable local laws and regulations.

ELECTRONIC FUNDS TRANSFERS AGREEMENT AND DISCLOSURES

1. Purpose of this Agreement. This Agreement defines your rights and the Credit Union's rights and responsibilities with respect to transactions. You understand that all agreements and rules and regulations applicable to your accounts and account services, as set forth in this Booklet and otherwise, remain in effect and apply to this Agreement, except as specifically modified in this section. You agree to abide by this Agreement, and all rules, regulations and instructions of the Credit Union and the networks relating to the use of any Card and/or Access Device, as amended, modified or revoked. The Credit Union may not offer all services discussed in this Agreement at this time.

2. Types Of Electronic Funds Transactions. The Electronic Funds Transactions we are or may be capable of handling in the future are indicated below. Some of these services may not apply to your account(s) and/or some of these services may not be available at all terminals.

a. Automated Teller Machines (ATMs). The Credit Union may issue to you an ATM card and Personal Identification Number (PIN) to be used to make transactions. You can use your ATM card at ATMs to:

(1) Withdraw cash from the account(s) designated in your Membership Application (Application).

(2) Check the balances in the account(s) designated in your Application (this is called an inquiry).

(3) Transfer funds between the account(s) designated in your Application.

(4) Make deposits to the account(s) designated in your Application (limited to ATMs that accept deposits).

b. Check Card/Point of Sale Transactions. If we approve your Application for a POS/ATM, or Check Card, you may use your Card to purchase goods and services at point of sale (POS) terminals designated by the Credit Union and anywhere participating merchants honor your Card. Card purchases will be covered by funds deducted from your designated share draft account.

(1) At any POS or other electronic terminal, you may pay for goods and services (or make certain other transfers if the merchant is a financial institution) up to the available balance in your designated checking account and any available credit under your applicable overdraft line-of-credit, and cause that account to be debited for the amount of those purchases. Your available balance in that account will be reduced by the amount of any transaction as soon as the merchant has received authorization from us, even if the documentation evidencing the transaction has not yet been received and processed by us. A merchant is not required to receive prior authorization from us on every transaction. When the documentation has cleared through us, any hold placed on your account for the amount of the purchase or other transactions will be released and your account debited for that amount. NOTE: Cards designated as ATM only may not be used at POS or other non-ATM terminals. (2) If your Account balance is insufficient to cover Card purchases, the Credit Union may treat these purchases as overdraft requests under your overdraft protection plan, fees as set forth in the Rate and Fee Schedule may apply, or the Credit Union may terminate all services under this Agreement.

c. Pre-authorized Transfer Services. You can authorize the following transactions without the use of your ATM card:

(1) Payments: You can make payments on your loans with the Credit Union directly from your primary share or primary checking accounts; (2) Within Credit Union Transfers: You can arrange to transfer funds between your primary share and primary checking accounts. By separate application, you can arrange to transfer funds from your accounts to the account(s) of other members; (3) Direct Deposits and Payments: You can authorize persons or companies to make direct deposits or withdrawals to or from your share or checking accounts for payroll, pension, social security and other types of deposits or payments. You may give other persons or companies written or oral permission to transfer payments from your Credit Union accounts through Automated Clearing House (ACH) or other electronic means. Such agreements or arrangements are solely between you and the other person or company. The Credit Union shall have no responsibility or liability to you for any such transactions. Thus, you should exercise caution in providing such authority and/or information to access your accounts to others. The authority or information you give to others hereunder applies to all ACH or other electronic transactions, whether evidenced by any type or writing or converted to a written instrument by the other person (and/or

their agents). All such transactions are deemed to be authorized by you.

d. Telephone Transactions. If approved, you may use SooperTeller (audio response) to access your accounts. The Credit Union will issue to you a Personal Identification Number (SooperTeller PIN) to be used to make transactions through our SooperTeller service. Your SooperTeller PIN will be different from the PIN issued for using any ATM card issued by the Credit Union. You cannot use this telephone service without your SooperTeller PIN. Your SooperTeller PIN is not transferable. SooperTeller is available for your convenience twenty-four (24) hours a day, seven (7) days a week. We reserve the right to discontinue your access to SooperTeller at any time without notice.

You may use SooperTeller to:

- Change your access code.
- Obtain account information related to any of your savings and loan accounts regarding current balance, checking history, savings dividends and rates, loan interest and payoff amounts, payroll and automatic deductions.
- Make transfers to or from your primary share, deposit, transaction, money market savings or such accounts you have authorized in writing prior to such transfer request.
- Request advances on your personal or home equity line of credit loans, deposit the proceeds in any of your accounts or have the proceeds mailed directly to you at the mailing address listed for your account.
- Withdraw funds from savings, checking and line of credit accounts by check made payable to you and mailed to you at your mailing address.
- Make loan payments from any savings or checking account to any loan account of yours (except mortgage loans).
- Such other transactions as may become available.

You may transfer funds by telephone from your primary share or primary share draft accounts provided the aggregate number of telephone transfers, automated transfers and pre-authorized transfers for your accounts does not exceed the limitations set forth in the Truth in Savings Act.

Telephone services are provided by our member service staff during business hours. Verification of account ownership will be requested before account information is released. To ensure courteous and efficient service, supervisory personnel may monitor calls randomly.

e. Electronic check conversion (types of transfers). Your check can result in an electronic funds transfer. This can happen in several ways:

- You can purchase goods or pay for services and authorize a merchant or service provider to convert your check into an electronic funds transfer.
- At the time you offer a check to a merchant or service provider, you may be asked to authorize the merchant or service provider to electronically collect a charge in the event that the check is returned for insufficient funds. Paying such a fee electronically is an electronic funds transfer.
- Your authorization to make these types of electronic funds transfers may be expressed in writing or implied through the posting of a sign.
- This can also happen when you provide information from your check or an account to another by telephone, Internet or otherwise, who then converts

the information given to an electronic transaction, ACH or otherwise.

- You agree that any such transaction is subject to all applicable terms and conditions set forth in this Electronic Transfers Section of your Membership Agreement.

f. **Online Banking.** If we approve you for this service, you may access your accounts through a personal computer (PC) using a Credit Union issued Personal Identification Number (PIN). This PIN will also provide you access to SooperTeller. You must use your PIN along with your account number to access your accounts. You may use the Sooper online banking service to:

- Change your access code.
- Obtain account information related to any of your savings and loan accounts regarding current balance, checking history, savings dividends and rates, loan interest and payoff amounts, payroll and automatic deductions.
- Make transfers to or from your primary share, deposit, transaction, money manager checking, money manager savings or such accounts you have authorized in writing prior to such transfer requests.
- Request advances on your personal or home equity line of credit loans, deposit the proceeds in any of your accounts or have the proceeds mailed directly to you at the mailing address listed for your account.
- Withdraw funds from savings, checking and line of credit accounts by check made payable to you and mailed to you at your mailing address.
- Make loan payments from any savings or checking account to any loan account of yours (except mortgage loans).
- Issue third-party payable checks under Bill Payment Service.
- Such other transactions or services as may become available.

3. **General Rules For Using Your Access Devices.** You acknowledge and agree to the following:

a. Your Access Devices are for personal use only. You agree not to allow another person to use your Access Devices.

b. You agree not to reveal your PIN/Password(s) to another person and that you WILL NOT write your PIN/Password(s) on any Access Device. You are responsible for all transactions made by you or anyone else who uses your Access Devices with your knowledge and consent. You are also responsible for unauthorized use of your Access Devices to the full extent allowed by applicable law. In addition, any person other than yourself who uses your Access Devices is responsible for all transactions they make and for all transactions made by others with their permission. This does not limit your own responsibility. You agree to be responsible to maintain your Access Devices with maximum security.

c. You authorize the Credit Union to debit/credit your accounts for all transactions as if each transaction were signed by you. Further, you agree that by acceptance or use of your Access Devices the Credit Union is authorized to pay from any account necessary to satisfy any transaction, fee or service charge that results from the use or misuse of your Access Devices.

d. You acknowledge that your Access Devices remain the Credit Union's property and agree to surrender your Access Devices to the Credit Union or its agent upon demand or through retrieval by any other method.

e. You agree to use caution when using any ATM or other electronic terminal or device to complete any transaction contemplated by this Agreement. You further agree that the Credit Union shall have no responsibility to you or any user, or be liable for any personal injury or property damage, which may occur as a result of any act before, during or after a transaction or other visit to any ATM or other electronic terminal location. You or any user assume the risk of night time use of any ATM or other electronic terminal location or other electronic banking device.

f. An Access Device may be issued to any member or joint owner of legal age when qualified under the rules, regulations, and by-laws of the Credit Union. Only one Access Device may be issued to each member or joint owner.

g. If your Access Device is lost or stolen, you agree to notify the Credit Union immediately upon discovery of such loss or theft. Replacement of an Access Device may be issued by us at the cost set forth in the Schedule. You agree to pay the Credit Union the fee in effect at the time for all copies that you request from us.

h. The Credit Union shall not be responsible for the use or condition of any ATM or other electronic banking terminal or device it does not own. Further, the Credit Union will not be responsible for any failure of an ATM or other electronic banking terminal or device to function except as specifically provided for by law.

i. The Credit Union reserves the right to add or remove ATMs, other electronic terminal locations, or other electronic banking devices as it deems necessary.

j. You agree to hold the Credit Union harmless in its pursuit to locate, apprehend, and prosecute unauthorized use of any Access Device issued by the Credit Union, and you agree to assist the Credit Union in these efforts.

k. The Credit Union reserves the right to make any changes in the daily withdrawal limits it deems necessary.

l. The Credit Union is not liable for any claims you may have against a merchant, company or other financial institution arising from use of your Access Device.

m. The Credit Union cannot stop payment on any point of sale (POS) transaction.

n. If you incur a charge in foreign currency, the charge will be converted by VISA® International into a United States dollar amount, using the procedures and the operating regulations in effect at the time the transaction is processed. Those procedures currently provide for either a wholesale market rate or the government-mandated rate in effect one day prior to the processing date, increased by 1%. Because of the fluctuations in foreign currency exchange rates, the conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

o. You agree that by acceptance or use of an Access Device, or other Electronic Funds Transfer Services the Credit Union is authorized to pay from any account you have, jointly or otherwise, with the Credit Union any amount necessary to satisfy any transaction, fee or service charge that results from your use or misuse of such services.

p. You will not obtain any Access Device(s) to make transactions on your accounts with us that is not issued or approved by us.

q. Merchants and others who honor the Debit Card or related Access Device(s) may give credit for returns and adjustments, and they will do so by initiating a credit with us, and we will credit that amount to your account.

r. You understand that you must keep your share and share draft checking account open in order for your Check Debit Card POS services to remain valid. You agree to return all cards if you close your account(s), or upon our request.

4. Making ATM Transactions. Your PIN will allow you to identify yourself when making an ATM transaction. The presentation of your ATM card together with the input of your PIN constitutes your authorization to the Credit Union to make transactions. You agree to follow all instructions for use of ATMs accessible by your ATM card. Difficulties or complaints concerning the use or condition of any ATM should be reported directly to the Credit Union. Security or safety concerns should be reported directly to the owner of any ATM not owned by the Credit Union.

5. Termination and Amendment. The Credit Union reserves the right at any time to terminate your right to make transactions; to change, modify or amend any of the terms of this agreement; and to retrieve or ask for the immediate return of any Access Device it deems necessary without prior notice to you. If notification is required by law, notice will be mailed to you at the address shown on the Credit Union's share account records. It is the obligation of each member to provide new addresses to the Credit Union.

6. Access Device Revocation. Any Access Device issued by the Credit Union may be revoked without notice to you in the event that any of the following conditions occur:

a. Overdrafts occur as a result of insufficient or uncollected funds on an account.

b. Any transaction that occurs on your account(s) which results in a monetary loss to the Credit Union.

c. Loan, VISA®, MasterCard® or other delinquency with the Credit Union.

d. Forced closure of a share or share draft account at the Credit Union due to misuse.

e. Special balance requirements, if any, are not maintained by the member.

f. Any other situation in which the Credit Union deems revocation to be in its best interest.

7. Transaction Fees. You are allowed unlimited transactions at any ATM owned by the Credit Union or any Network indicated in the Schedule. You may be charged certain transaction and other fees as set forth in the Schedule, which will be automatically debited from your share or checking account(s). In addition, an insufficient funds fee will be automatically debited from your share or checking account(s) for any transaction which cannot be completed because of insufficient funds in your account. The Credit Union reserves the right to establish and maintain transaction fees and charges, which may be modified from time to time.

If you submit an oral, written or e-mail stop payment request for a pre-authorized payment, we will charge you the fee for stopping payment as identified in the Schedule. If you cancel or change any pending online bill payment by completing the appropriate fields from the Online Bill Pay menu, there will be no charge.

Note: Owners of non-Credit Union ATMs may charge fees in addition to any fees disclosed in the Schedule. These fees are generally called a "surcharge." This is not a fee charged by your Credit Union; however, any such fee will be paid from your account(s).

8. Service Limitations, Limitation or Frequency and Dollar Amounts of Transactions, Transfer Limitations.

a. Limitations Applicable to All Savings and Money Market Accounts. For share savings and money market accounts, if applicable, and in accordance with Federal Reserve Regulation D, you may make up to six (6) pre-authorized, automatic, telephonic, or audio response transfers to another account of yours or to a third party during any statement period. A pre-authorized transfer includes any arrangement with the Credit Union to pay a third party from the member's account upon oral or written orders including orders received through the Automated Clearing House (ACH). There is no limit to the number of transactions you may make in the following manner: (1) transfers to any loan account with the Credit Union; (2) transfers to another Credit Union account or withdrawals (checks mailed directly to you) when such transfer or withdrawal is initiated in person, by mail, or at an ATM. If a transfer request would exceed the transfer limitations set forth above in any statement period, the Credit Union may refuse or reverse the transfer, and your account will be subject to suspension or closure by the Credit Union, and the Credit Union may impose a charge.

Further, we may reduce the limit for point of sale (POS) transactions during any interruption in the electronic connection between the Credit Union and the retail outlet. Further, we may at any time limit or reduce the number or dollar amount of transactions when we, in our sole discretion, deem it in the best interest of the Credit Union.

b. Card Acceptance. We do not promise everyone will honor your card, and we have no obligation to you if anyone refuses to accept your card. We are not liable if any merchant, bank, financial institution or other party refuses to honor your card, or otherwise fails to provide any services made available to you by the Credit Union.

c. POS/Debit/Check Card Purchases. You may purchase up to your pre-

authorized dollar limit of goods and services at POS terminals each day. This limit is in addition to any ATM withdrawals. Certain limitations may apply regarding number of purchases and dollar amount of purchases you may make each day. No purchase may exceed the available funds in your account. The Credit Union reserves the right to refuse any transaction if you do not have an approved overdraft protection agreement with us as discussed previously herein, which would draw upon insufficient funds or require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits.

d. ATM Transactions. Withdrawals: You may withdraw up to your pre-authorized dollar limit in any 24-hour period (if sufficient funds exist in your account). Deposits: Because of the servicing schedule and processing time required in ATM operations, there is a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal. You should review the Credit Union's Funds Availability Policy to determine the availability of funds deposited at ATMs. Transfers: You may transfer up to the balance in your accounts at the time of the transfer.

e. SooperTeller Telephone Service (Audio Response). Your accounts can be accessed under audio response via a touch tone telephone only. Audio response service will be available for your convenience twenty-four (24) hours a day, seven (7) days a week. This service may be interrupted for a short time each day for data processing. There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day, however, there are certain limitations on transfers from savings accounts, as explained above.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. There is no limit on the number of transaction requests you may make during a single telephone call, however there are certain limitations on transfers from savings accounts, as explained herein. The system will discontinue if no transaction is entered. If you wish to make any further transactions, you will have to call back. The system will also discontinue after three (3) unsuccessful attempts to enter a transaction.

f. Online Banking - Teller Transactions. You may make online transactions twenty-four (24) hours a day, seven (7) days a week. There may be some down time. You may make fund transfers to your accounts or other accounts you authorize as often as you like; however, there are certain limitations on transfers from savings accounts, as discussed herein and above. You may transfer up to the balance in your accounts at the time of the transfer, except as limited under other agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. In addition, our Funds Availability Policy may limit the availability of

funds transferred by online banking. Account balance and transaction history information may not show all account activity involving your accounts. You may not obtain account information related to accounts other than your accounts to which you have requested a transfer.

g. Bill Payment Service. The Credit Union will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. The Credit Union will not process any bill payment transfer if the required transaction information is incomplete. The Credit Union will withdraw the designated funds from your account for bill payment transfer by midnight on the date you schedule for payment. The Credit Union will process your bill payment transfer within one (1) business day on the date you schedule for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from the Credit Union. Please allow at least a seven (7) day lead-time prior to your due date. The Credit Union cannot guarantee the time that any payment will be credited to your account by the vendor and will not be liable for any service fee, late charge, or finance charge. You agree to follow the requirements of the Bill Payment Service Agreement and User Instructions, which are incorporated herein.

BILL PAY SERVICE AGREEMENT

Bill Pay is an electronic payment service. You may use a personal computer to access the Bill Pay service through the Credit Union's webpage on the internet. Bill Pay allows you to schedule bill payments electronically. Subject to any regulatory or Credit Union imposed limitations on usage, you can arrange for the payment of your bills from a Credit Union checking account. Access to Bill Pay is made available pursuant to a license agreement by and between Credit Union and Fidelity. Any interruption of service or access caused by Fidelity will prevent your use of the service. To utilize the services, you will need to enter your member account number and Sooper online banking password (PIN/ Access Device) and otherwise satisfy the system's security procedures.

a. Detailed instructions for use of Bill Pay are contained in the online help menus available while using Bill Pay.

b. Designation of Account(s). In order to use Bill Pay, you must have a checking account with the Credit Union. That checking account, or the one you designate if you have more than one, will be treated as the designated checking account for transactions accomplished through Bill Pay (Bill Pay Account). Bill payments may only be processed using your Bill Pay Account.

c. You may have multiple designated Bill Pay checking accounts, but each one must have its own payee list, and you will be charged the Bill Pay fees for one of the checking accounts you establish as a Bill Pay Account.

d. Equipment and Technical Requirements. To have Bill Pay access, you are required to have access to a computer, the Internet and a current browser. As browsers are updated over time, older versions may not

function effectively for Bill Pay. It is your responsibility to upgrade your browser, when it becomes apparent it is needed, to ensure that you can access the Bill Pay system. These requirements are more fully described in your Membership Agreement with the Credit Union, the terms and conditions of which are incorporated herein.

e. Transaction Modes. Bill payments can be entered on the single payment, multiple payments or recurring payments screens. Using any of these screens, you must enter a payment date or a start and end date, depending on the type of payment, for your bill payment. Bill payments are scheduled by you to be debited from your Bill Pay Account based on the date(s) you enter on one of the bill payment screens.

If you designate a payment with a payment date of today's date, sufficient funds must be available on the day and at the time you request the payment. Bill payments with today's date as the bill payment date may not be canceled or changed for any reason once you have ended a Bill Pay session, as funds are immediately deducted from your Bill Pay Account. You may, however, edit or delete the payment up until you terminate your Bill Pay session.

Bill payments can also be scheduled with a bill payment date in the future, up to 364 days in advance of the bill payment date. The bill payment date will be the date you entered, or the next business day should the bill payment date fall on a weekend or holiday. Sufficient funds must be available by midnight of the night before the processing date, but will be deducted from your Bill Pay Account on the bill payment date entered by you. These transactions may be canceled or changed until midnight of the night before the bill payment date.

If you designate a bill payment as a **"recurring"** transaction, you may request, and the Credit Union will use, a start date that recurs on a specified regular basis (i.e., weekly, bi-weekly, monthly, etc). You will designate a "start" and "end" date. Sufficient funds must be available by midnight of the night before start date, but will be deducted from your Bill Pay Account on the start date. **"Recurring"** transactions may be canceled or changed until midnight of the night before the start date. Recurring transactions can be scheduled to occur for up to 40 years.

f. Transaction Processing. Funds will be taken out of your Bill Pay Account at 6:00 a.m. on the bill payment date entered by you. In many cases, your bill payments are electronically delivered to the payee within four (4) business days of the bill payment date. However, some payees are not set up to accept electronic payment. In these cases, a check will be sent, which may take six (6) business days to process and deliver to the payee. Bill Pay provides an indication of how many business days to allow for each payee you designate. This indication is, however, only an estimate and actual receipt of payment may be longer.

You must allow sufficient time (3 to 6 business days, as indicated) for Bill Pay to receive your request and process the bill payments so that the funds can be delivered to the payee before the payment due date, or for mortgage payments, on or before the due date (the due date shown on your invoice or provided in your agreement with the payee, not taking into account any grace period provided by the payee). If you do not allow sufficient time, you will assume full responsibility for all

late fees, finance charges, or other actions taken by the payee. If you properly schedule your payment with sufficient time, and the payment is not received by the payee, or is received late, Bill Pay Member Service will assume responsibility for any late fees or finance charges, if you notify Bill Pay Member Service of such late fees or finance charges within a reasonable time. The entire process for initially setting up the relationship between a user and a new payee, including the issuing of pre-notifications, normally takes up to three (3) business days. Once the payee is set up, the payee's status on the Bill Pay payee screen will change from "pending" to "available."

The Credit Union is responsible only for exercising ordinary care in making payments upon your authorization and for mailing or sending a payment to the designated payee. The Credit Union is not liable in any way for damages you incur if: (1) you do not have sufficient funds in your account to make the payment on the processing date (2) the estimate of time to allow for delivery to the payee is inaccurate (3) there are mail delivery delays, changes of merchant address or account number (4) any merchant fails to account correctly for or credit the payment in a timely manner (5) any other circumstances beyond the control of the Credit Union. If a payment is made through use of Bill Pay with insufficient funds in your account on the processing day, you may be subject to a non-sufficient funds fee pursuant to the terms of the Deposit Account Agreement governing the account and the Credit Union's Funds Availability Disclosure.

You must keep Bill Pay Member Service aware of any changes in your current home or business phone numbers and addresses or e-mail address, as applicable. You are responsible for monitoring the Bill Pay activity to verify that you did not have a payment that was not processed due to insufficient funds in your account. If a payment is not processed due to insufficient funds, the payment will automatically be retried on the following business day. If the payment fails again, an "F" on the Bill Pay activity screen will indicate failed transactions. If you have a payment that failed because of insufficient funds in your account, you are responsible for either making alternate arrangements for the payment or rescheduling the payment through Bill Pay. In case of insufficient funds, three attempts will be made to pay your bill as you have requested. A non-sufficient funds fee as stated in the Schedule will be assessed on your account for each failed attempt.

g. Canceling or Modifying Bill Pay Authorized Payments. Bill Pay payment transactions with today's date for the bill payment date or start date cannot be canceled or changed once your Bill Pay session is terminated. You may, however, edit or delete these transactions up until your Bill Pay session is terminated.

In order to request a cancellation of a payment or change a Bill Pay transaction designated with a future bill payment date or a recurring date, you must use Bill Pay and follow the instructions provided to you. You must cancel the payment using Bill Pay by midnight of the day before the scheduled processing day.

If Bill Pay is not accessible, however, you understand we will only accept a verbal or written notice to cancel a Bill Pay transaction if it relates to a payment designated as recurring or with a future payment

date. You understand that this notice is acceptable only if it is received at a Sooper Credit Union branch listed in this booklet, notated by phone at 1-888-SOOPER-1 or by e-mail at webmaster@soopercu.org, no later than three (3) business days before the scheduled date of the payment. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. If the payment was designated as recurring, the notice must detail whether the cancellation applies to only one of the recurring transactions or all transactions in the recurring stream. There may be a fee associated with canceling a payment.

LIMITATIONS ON BILL PAY SERVICES

- **Available Funds Required.** All bill payments initiated through Bill Pay are subject to sufficient funds being available in the affected account to cover the payment on the bill payment date.

- **Payees.** Any payee you wish to pay through Bill Pay must be payable in U.S. dollars and be located in the United States. Each payee must appear on the payee list you create and the account you are paying which must be in your name. You may not use Bill Pay to make payments to a federal, state or local governmental or tax unit, or to pay child-support or alimony, or to make payments to other categories of payees that you establish from time to time.

- **Payment Dates.** Funds need to be available by close of business, Friday, if a payment is due on a Saturday, Sunday, or federal holiday. Bill Pay will schedule the payment to occur on the first business day after the due date.

9. Stop Payment Order (SPO) for Pre authorized and Other Transactions. You may stop payment of pre authorized payments that are scheduled to recur on a regular basis to persons or companies other than the Credit Union. If the transaction is on a multiple party account, we will accept an SPO from any owner regardless of who signed, made, initiated or authorized the transaction. However, only the party placing an SPO may release the SPO by submitting such release in a written document accepted by the Credit Union.

To place an SPO, you can call or write us at the telephone number or address listed in this Booklet in time for us to actually receive your request in hand three (3) business days or more before the payment is scheduled to be made. If you provide an SPO orally, we require you to confirm the SPO in writing delivered to us within fourteen (14) days from the date the oral SPO is first given. If we do not receive your written confirmation within said fourteen (14) days, the SPO will cease to be effective on the fourteenth (14th) day. This means that the pre-authorized payment and future pre-authorized payments to the payee you identify may be paid by us from your account(s) after the fourteenth (14th) day.

If you provide written confirmation as required, your SPO will be effective for a period of six (6) months. Further, you agree that the Credit Union, in its sole discretion and having no obligation to do so, may confirm any SPO in writing by sending a notice to the address shown in our records. Such a notice from us will constitute written

confirmation, and will extend the effectiveness of the SPO for a period of six (6) months. This means that we will not pay the next scheduled payment or any other payments to the payee you identify for a period of six (6) months.

We will charge you a fee for each stop payment order you give as set forth in the Schedule. The Credit Union reserves the right to establish and maintain service charges and/or transaction fees and may change or amend such fees and charges from time to time.

Other Transactions. You cannot stop payment of any ATM, debit, POS or other transaction or payment that is not scheduled to recur on a regular basis. These other types of transactions are considered contemporaneous. Therefore, you have no right and we have no obligation to stop or to attempt to stop these transactions.

10. Right to Documentation.

a. **Terminal Transactions.** You can get a receipt at the time you make any transfer to or from your account using any automated teller machine (ATM) or a point of sale (POS) terminal; with an exception for transactions of \$15 or less, a receipt is not required.

b. **Direct Deposits.** If you have arranged to have direct deposits made to your account(s) at least once every sixty (60) days from the same person or company, the person or company making the deposit will tell you every time they send us the money. You can call or write us at the telephone number or address listed in this booklet to find out whether a deposit has been made. If the only possible transfers to or from your accounts are direct deposits, you will get a statement from us at least quarterly.

c. **Periodic Statements.** Transfers and withdrawals transacted through an ATM or POS terminal, SooperTeller, Sooper online banking, or debit card purchase will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly. The following comments will appear on the periodic statement of both the sender AND the receiver of funds: (1) the dollar amount of transferred funds (2) the account number that funds were transferred from and into (3) the names of the sender and receiver of the funds. No other account information will be exchanged.

11. Notice When Amount of Pre-authorized Payment(s) Vary. If you pre-authorize the Credit Union to make payments to persons or companies other than the Credit Union that vary in amount, then the person or company you are going to pay has the obligation to notify you ten (10) days before each such payment is due and how much it will be. (When required, you must fill out an appropriate agreement with the Credit Union authorizing such payments, the terms of which are incorporated herein.) You may choose instead to get this notice only when the payment differs by more than a certain amount from the previous payment, or the amount falls outside certain limits that you set.

12. Liability For Failure to Make a Transaction. If the Credit Union does not complete a transaction to or from your account on time or in the correct amount according to our agreement with you, the Credit Union

may be liable for your losses or damages. However, there are some exceptions to this, which include the following:

- a. You do not have enough money in your account to make the transaction through no fault of ours.
- b. The transaction goes over the credit limit on your overdraft line.
- c. The terminal where you were making the transaction does not have enough cash.
- d. The ATM terminal or other system was not working properly and you knew about the breakdown when you started the transaction.
- e. Circumstances beyond our control (such as fire, flood or electrical failure) prevent the transaction, despite reasonable precautions that we have taken.
- f. You have not properly followed instructions for operation of the ATM or system.
- g. The funds in your account are subject to legal process or other similar encumbrance.
- h. The transaction would exceed one of the established limits contained in this Agreement or by other Credit Union agreements.
- i. Access to your account has been blocked after you have reported your Access Device lost or stolen or you use a damaged or expired Access Device.

13. Information Disclosure. We will disclose information to third parties about your account or the transactions you make: (1) when it is necessary for completing transactions, or (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or (3) in order to comply with government agency or court orders, or (4) if you give us your written permission.

14. Business Day Disclosure. Our business days are set forth in this booklet.

15. In Case of Errors or Questions About Transactions. In case of errors or questions about your electronic transfers, please immediately call us, e-mail, or write us at the address listed in this Booklet. (For any errors involving a line of credit account, you must review your Loan Agreement and Disclosure and/or credit card agreement for a description of your rights.) We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. You should provide the following information:

1. Tell us your name and account number.
2. Describe the transfer as clearly as you can. Include if possible, the date, the type of transfer, and 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 ten (10) business days, at the address listed in

this Agreement and Disclosure.

We will provide you with the results of our investigation within ten (10) business days after we hear from you and will correct the error within one (1) business day after determining that an error occurred.

If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days of receiving the error notice, and will inform you, within two (2) business days, after providing the provisional credit, with the amount you think is in error, and the date, so that you will have the use of the money during the time it takes us to complete our investigation. We will correct the error, if any, within one (1) business day after determining that an error occurred. A report of our results will be delivered or mailed to you within three (3) business days after the conclusion of the investigation (including, if applicable, notice that a provisional credit has been made final). Further, when we determine that there was no error or that the disputed transaction(s) was/were authorized, you agree to repay any amount provisionally re-credited to your account(s).

For transactions initiated outside the United States, or resulting from a point-of-sale debit card transaction, we will have ninety (90) calendar days instead of forty-five (45) business days, unless otherwise required by law, to investigate your complaint or question. For transactions on accounts that have been opened less than thirty (30) calendar days, we will have twenty (20) business days instead of ten (10) business days to credit your account, and ninety (90) calendar days instead of forty-five (45) business days, unless otherwise required by law, to investigate your complaint or question.

SPECIAL RULES FOR PROVISIONAL CREDIT FOR CHECK CARD TRANSACTIONS

If you believe a check card transaction was unauthorized, we will re-credit your account within five (5) 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 in writing, we need not re-credit your account, or we may reverse any credit previously made to your account, until we have received it. We may withhold provisional credit, to the extent allowed under applicable law, if the delay is warranted by the circumstances or your account history.

16. Your Liability for Unauthorized Transactions. Contact us immediately if you believe your Access Device has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You are responsible for all transfers you authorize using an EFT service under this Agreement. If you permit other persons to use an EFT service or your Access Device, you are responsible for any transactions they authorize or conduct on any of your accounts.

Special Notice to check cardholders. If there is an unauthorized use of your check card or an Internet transaction, and the transaction takes place on the Check Card network, then your liability will be zero (\$0.00). This

provision limiting your liability does not apply to either commercial cards or ATM cash disbursements. Additionally, your liability with respect to unauthorized transactions may be greater than the above zero (\$0.00) liability limit, to the extent allowed under applicable law, if the Credit Union reasonably determines, based on substantial evidence, that you were grossly negligent or fraudulent in the handling of your account or card. In any case, to minimize your potential liability you should notify us of any unauthorized use no later than sixty (60) days after your statement was mailed to you.

For all other EFT transactions that require the use of a PIN or Access Code, if you tell us within two (2) business days, you can lose no more than \$50 if someone uses your card and PIN or Access Code without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your Card, PIN or Access Code, and we can prove that we could have prevented the unauthorized transaction if you had told us in time, you could lose as much as \$500. In no event will you be liable for more than \$50 for any unauthorized line of credit transaction.

If your statement shows transfers that you did not make, you must notify the Credit Union within sixty (60) days after the statement was mailed to you. Prompt notification enables the Credit Union to potentially reduce your loss. If a good reason (such as a hospital stay or extended travel) has prevented you from contacting us, we may extend the time period. If you believe that your Card or Access Code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, you must call or write us at the telephone number, address, or e-mail address set forth in the Schedule or on the back cover of this booklet.

17. Reporting A Lost Card, PIN, SooperTeller or Sooper Online Banking PIN. If you believe that any Access Device has been lost or stolen or that someone has withdrawn or may withdraw money from your account without your permission, you agree to immediately notify us. You can call the Credit Union, e-mail us or write us at the telephone number or address listed in this Booklet or the Schedule. If you recover your card after you have notified us, **do not use it.**

HOME BANKING SERVICES AGREEMENT:

This Home Banking Agreement (“Agreement”) is between Sooper Credit Union (hereinafter “we, us, our or Credit Union”), and each member or consumer who has enrolled in our Home Banking Service, together with any person who is authorized by a member or consumer to use or access their Home Banking Service (hereinafter referred together as “you, your or yours”).

The Credit Union’s Home Banking is an additional electronic service provided to increase convenience to our members. This Agreement supplements the other terms and conditions set forth in this Booklet. To the extent that there is any conflict between the other terms of this Booklet, this Section will govern our relationship with you.

Eligibility:

In order to enroll and activate Home Banking Services with us, you must

be eligible to maintain an account with us. To determine your eligibility for Home Banking Services, now and in the future, you authorize us to make inquiry to determine your employment history and to obtain information concerning any accounts with other institutions and your credit history, including consumer credit reports.

To use the Credit Union’s Home Banking Services, you must have Internet access with a capacity to interface with Sooper online banking. The Credit Union is not responsible for providing any equipment, services or advice related to equipment necessary to interface with our system, and is not responsible for any error in connections, transmissions or otherwise regarding any system, software, entries or instructions.

Access to Home Banking Services. Home Banking Services are generally accessible twenty-four (24) hours a day, seven days a week, except that Home Banking Services may be inaccessible for a reasonable period on a daily basis for system maintenance. We may modify, suspend, or terminate access to the Home Banking Services at any time and for any reason without notice or refund of fees you have paid.

Fees. Please refer to the Schedule for the fees we charge for these services.

Members’ Responsibilities. You are responsible for keeping your PIN and account data confidential. We are entitled to act on transaction instructions received using your PIN, and you agree that the use of your PIN will have the same effect as your signature authorizing the transaction(s), and will authenticate your identity and verify the instructions you have provided to us for the transaction(s). If you authorize other persons to use your PIN in any manner, your authorization will be considered unlimited in amount and manner until you have notified us in writing or by a message through our message center in the member service area (or e-mail) that you have revoked the authorization (**and changed your PIN**), and you are responsible for any transactions made by such person(s).

The Credit Union’s Responsibilities.

1. Our Responsibility For Processing Transactions. If we do not complete a transfer to or from your Account or cancel a transfer as properly requested on time or in the correct amount according to our agreement with you, we are liable for your losses or damages. Our sole responsibility for an error in a transfer will be to correct the error, but in no case will we be liable for any indirect, special, incidental or consequential damages. In states which do not allow the exclusion or limitation of liability for indirect, special incidental or consequential damages, our liability is limited to the extent permitted by applicable law.

2. Limitations of Our Responsibility for Processing Transactions. There are some exceptions to our liability for processing transactions on your Account(s). We will not be liable, for instance:

- a. if, through no fault of ours, you do not have enough money in your Account to make the transfer
- b. if the transfer would go over the credit limit on your overdraft line
- c. if the funds in your Account were attached or the transfer cannot be

made because of legal restrictions affecting your Account

d. if circumstances beyond our control such as interruption of telephone service or telecommunication facilities, or natural disaster (such as a fire or flood) prevent the transfer, despite reasonable precautions that we have taken

e. if you have not provided us with complete and correct payment information, including without limitation the name, address, account number and payment amount for the payee on a bill payment

f. if you have not properly followed the instructions for using our Home Banking Services

g. if you receive notice from a merchant or institution that any payment you have made through our Home Banking Services remains unpaid, and you fail to notify us of this fact within five (5) calendar days from the date you receive any such notice

h. if the payee was a merchant or institution you are not permitted to designate

i. if you do not set up the payment soon enough for payment to be received and credited by the payee by the due date

j. if the payee does not credit your payment promptly or properly after receipt

k. for any failure to provide access or for interruptions in access to our Home Banking Services due to a system failure or due to other unforeseen acts or circumstances

l. for any errors or failures from any malfunction of your computer or any computer virus or other problems related to your computer equipment used with our Home Banking Services, or

m. for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your browser, your Internet service provider, your personal financial management or other software, or any equipment you may use (including your telecommunications facilities, computer hardware and modem) to access or communicate with the Home Banking Services.

Termination. Your Home Banking Services remain in effect until terminated by you or us. This cancellation applies only to your Home Banking Services and does not terminate your other relationships with us.

We may terminate your participation in the Home Banking Services for any reason, at any time. We will try to notify you in advance, but we are not obligated to do so.

National Credit Union Share Insurance Fund

Member accounts in the Credit Union are federally insured by the National Credit Union Share Insurance Fund; funds in excess of the federal limit may be privately insured by Excess Share Insurance.

EXPULSION OF CREDIT UNION MEMBERS FOR CAUSE POLICY

Pursuant to House Bill 01-1228, Colorado Revised Statutes Section s. 11-30-119, is amended to include this law, effective September 1, 2001.

The Board of Directors of Sooper Credit Union may expel any member from membership in Sooper Credit Union if such member:

- Fails to comply with the rules and regulations of the Credit Union
- Fails to meet the conditions of membership in the Credit Union
- Threatens, harasses or abuses any member, employee, board or committee member, or agent of the Credit Union or
- Causes a loss to the Credit Union.

Abusive conduct shall include, but not be limited to all of the above.

A member shall not be expelled until the member has been informed in writing of the reasons for the expulsion and has had reasonable opportunity to be heard.

Closure of the account shall be done in a manner that will follow all rules of the law and credit union procedure.

Federal E-SIGN Act Disclosure and Consent

We are pleased to offer you the opportunity to receive information about your account electronically. If you would like to receive correspondence from us via email, instead of paper copies through the mail, please review this notice and provide your consent. This notice applies to all documents, notices and disclosures that we provide to you relating to the account for which you are applying, except as otherwise prohibited by law.

Please read this Federal Electronic Signatures in Global and National Commerce Act (“E-SIGN”) Disclosure and Consent carefully and print a copy for your records. You can record your consent to the E-SIGN disclosure by placing a checkmark in the box on the webpage. By checking the box on the webpage, you consent to the electronic delivery of any disclosures, agreements, change notices, changes to the terms and conditions of your account and any other documents or notices (together, the “Documents”) that we provide to you relating to your account. You have the right to request a paper copy of disclosures; we will not provide you with paper (non-electronic) copies of any Documents unless specifically requested by you. You may incur a fee for paper copies. Please contact us for more information about the fee.

Electronic Delivery of Disclosures and Notices

To use the Online Account Opening Product and to access, receive and retain the Documents, you must provide, at your own expense, an Internet connected device that is compatible with this financial institution’s Online Account Opening product deployed at the time of access. Your device must meet the minimum requirements outlined below. You confirm that your device will meet these specifications and requirements and will permit you to access and retain the Documents electronically each time you access and use the Online Account Opening product.

Please click on the links to review the account opening disclosures and other documents prior to continuing. To keep a copy of any document that you view online, you may print the document by selecting “Download.” Select your printer and click on OK or select Save to retain a copy on your PC. You should not sign up for online account opening using a public computer.

If you do not want to receive the Documents electronically, you should exit this area of our website. **If you do not consent to receiving the Documents electronically, you will not be able to open the deposit account via our website.**

System Requirements to Access Information

To receive an electronic copy of the Documents you must have the following equipment and software:

- A personal computer or other device that is capable of accessing the Internet. Your access to this page verifies that your system/device meets these requirements.
- An Internet web browser capable of supporting 128-bit SSL encrypted communications, which requires a minimum web browser version of Microsoft® Internet Explorer version 6.0 (available for downloading at <http://www.microsoft.com/windows/ie/downloads/default.asp>) and your system or device must have 128-bit SSL encryption software. Your access to this page verifies that your browser and encryption software/device meets these requirements.
- You must have software that enables you to receive and access Portable Document Format or “PDF” files, such as Adobe Acrobat Reader® version 8.0 and above (available for downloading at <http://www.adobe.com/products/acrobat/readstep2.html>). Your access to this page verifies that your system/device has the necessary software to permit you to receive and access PDF files.

Withdrawal of Electronic Acceptance of Disclosures and Notices

You may withdraw your consent to receive statements in electronic form for any of your accounts by contacting us using the contact information located on our website. We may treat your provision of an invalid email address or the subsequent malfunction of a previously valid address or cancellation of participation in our online banking product as a withdrawal of your consent to receive electronic statements. We may impose a fee to process the withdrawal of your consent to receive electronic statements. Any withdrawal of your consent to receive electronic statements will be effective only after we have a reasonable period of time to process your withdrawal.

How to Update Your Records

It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to this Disclosure and your account(s), and to maintain and update promptly any changes in this information. You can update such information (such as your e-mail address) by contacting us using the contact information on our website.