



**Consumer Accounts and  
Services Membership Agreement**



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# CONSUMER ACCOUNTS AND SERVICES MEMBERSHIP AGREEMENT

## INTRODUCTION

Thank you for selecting Arizona Federal Credit Union (“Credit Union”) as your financial institution. This Consumer Accounts and Services Membership Agreement (“Agreement”) and the Rate and Fee Schedule (“Schedule”) explain the governing rules about membership, accounts, and account services with the Credit Union. Please read this Agreement and the Schedule carefully and keep them in a safe and convenient place.

**The USA PATRIOT Act of 2001** obligates those seeking to open an account to fully comply with the identity verification requirements of the Bank Secrecy Act. **Transactions to and from any account may be limited until identification verification of all account owners and/or authorized users/signers, beneficiaries, or beneficial owners where deemed necessary and appropriate by the Credit Union, is completed.**

**The Military Lending Act** applies to active military members and dependents. Any terms or conditions herein contrary to the Military Lending Act (MLA) are not applicable for the period during which the protections of the MLA apply.

**State and Federal laws** govern your relationship with the Credit Union and these laws may change from time to time. The body of law is too large and complex to be reproduced here. The purpose of this Agreement is to: 1) summarize the rules applicable to common transactions; 2) establish rules to govern transactions not regulated by state or federal law; 3) establish variations that will apply to certain rules, events, or transactions permitted by law; and 4) provide disclosures and information regarding our operational practices as required by law.

**The Terms and Conditions** governing our relationship with you are incorporated herein and include agreements and/or disclosures together with the credit union’s Bylaws, policies, and procedures. This Agreement may be amended or revised by us at any time, and any change in the Agreement will be immediately effective unless otherwise specifically required by “Applicable Law”. This Agreement is binding upon the primary account owner (“member”) and all parties hereto together with their heirs, successors, assigns, and any other person claiming any right or interest under or through said parties. You agree at all times that you will comply with all applicable laws including, but not limited to: 1) Visa U.S.A. Inc. Bylaws, Visa U.S.A. Operating Regulations, Visa U.S.A. Inc. Certificate of Incorporation, Visa International Bylaws, and Visa International Operating Regulations; 2) NACHA (The National Automated Clearing House Association) Operating Rules, and 3) any and all laws, treaties, rules, regulations, or regulatory guidance of the government of the United

States, any state thereof, or of any applicable foreign government or state thereof, as the same may be amended and in effect from time to time. You agree that such Applicable Law shall govern despite any other general or specific terms or conditions set forth in the entirety of this Agreement. The Credit Union is not in any way limited in the use of the name of any person or entity that claims trademark, copyright, or other such status regarding a name in the ordinary course of Credit Union business, in providing any service we may offer; or in using such name in any other manner authorized by our agreements or applicable laws.

**Credit Union Membership** is a privilege. Being qualified to apply for membership (i.e. being in the Credit Union's Field of Membership) does not obligate the Credit Union to allow any person to become a member when it is in the best interests of the Credit Union to deny such a privilege. This applies to new account applicants as well as to any person whose membership is terminated for any reason and who reapplies for membership at a later time.

**Signing a Membership Application** or using an account or account service after receiving this Agreement and Schedule, notice of its availability, or notification of any change in terms, you, jointly and severally, agree to and understand the terms and conditions stated in this Agreement and the Schedule. If you have any questions about any term or condition in this Agreement, please ask us before signing the Membership Application or using any account or service.

**Individuals Eligible for Membership** with the Credit Union establish their membership by opening an account consistent with the terms and conditions of this Agreement and the Schedule. With the establishment of your account, you become part of a member-owned, not-for-profit financial cooperative and we encourage you to actively participate. To be a member of the Credit Union, you acknowledge the requirement to hold one share (par value) in a Membership Share account.

**The Privacy Policy** disclosure, provided herein, is our pledge to protect your privacy by adhering to the practices described in the disclosure.

**Consumer Accounts and Services** are for personal, family, and household purposes. If we ascertain a consumer account is used for other purposes such as commercial, informal association, doing business as, or work for hire, we require the consumer account/service is closed and/or converted to a business account.

## **Other Introductory Information**

- > The Credit Union may not offer all services discussed in this Agreement.
- > Except as otherwise indicated, the singular includes the plural and the masculine includes the feminine and the neuter.
- > This Agreement or any claim or dispute arising hereunder shall be construed in accordance with and governed by the laws of the State of Arizona unless applicable law expressly requires otherwise.
- > Terms used in this agreement are intended to have the same meaning whether those terms are written in upper or lower case, or a combination of upper and lower case, letters.

> The words “you” or “your(s)” mean every account owner authorized to make transactions regarding your account as provided herein or by governing law, including any account service. “We,” “us,” or “our” means the Credit Union.

## DEFINITIONS

**Access or Card Device** means any card, electronic access device, codes, passwords or personal identification numbers (“PIN”) that we issue to allow you to access and/or use any account or service. With regard to online or Internet transactions, an access device shall also include any computer, smart-phone, electronic device, or other hardware used to make or process a transaction.

**Account or Account Service** means all deposits, loans, and other services offered by the Credit Union.

**Automated Clearing House (“ACH”)** means a computer-based clearing and settlement facility established to process the exchange of electronic transactions between participating financial institutions. It is a form of clearing house that is specifically for electronic payments.

**Authorized User** means any person who has actual, implied or apparent authority, or to whom any owner has given any information, access device, or documentation that enables such a person to access, withdraw, make transactions to or from your accounts, or to use any of your account services. This definition is intended to be construed broadly and includes without limitation all users acting under a written document such as a Power of Attorney as well as any person or entity that is authorized to make transactions to or from your account with us.

**Biometric** means an authentication method using technology for authentication. A biometric identifier measures an individual's unique physical characteristic, such as a thumbprint, fingerprint, voice print, facial recognition or iris pattern, and compares it to a stored digital template for single or multifactor authentication.

**Check or Draft** means a written instrument used to access your checking or money market account funds.

**Fiduciary** means any individual acting as an agent, guardian, personal representative, trustee, or custodian acting on behalf of a member.

**Instrument** means a written order as defined by Articles 3 and 4 of the Arizona Uniform Commercial Code pursuant to the laws of the State of Arizona.

**Member** means the person having established membership with us according to the Credit Union's Bylaws. A member is the primary account owner; the person in first position on the account. To maintain membership and apply for additional services, the member is required to maintain the par value of the required shares.

**Membership Account** means the account established by an eligible membership applicant. There is only one member designated on a membership account. The member may designate individuals as joint account owners to use their membership account for purposes of savings and checking account services. The designation of an individual to a joint account ownership status does not establish “member” status for that individual.

**Membership Application** means any signature or account modification form we use to open or modify an account or to obtain an account service with us.

**Ordinary Care** means the standard for determining legal duty; reasonable care and efforts.

**Owner** means the person that has a present ownership interest in the sums on deposit in an account with us, subject to the Credit Union’s lien rights or any security interest. A person is not an owner unless specifically designated as such in a completed and signed Membership Application or account modification form. With the exception of an Individual Retirement Account (IRA), we require that each account owner have equal access and ownership of account savings and checking funds regardless of the original source of the funds. As such, **we encourage you to use caution when designating other owners to your account.**

**Shares** for the purpose of your pledge to secure your obligations to the Credit Union by common law or statutory rights of set off and otherwise, means all deposits in any share savings, share draft, club, certificate, P.O.D., revocable trust, or custodial account(s), whether jointly or individually held, regardless of contributions, that you have on deposit now or in the future, all of which are deemed “general deposits,” for the purpose of your pledge. Your pledge does not include any IRA, Keogh, tax escrow, irrevocable trust, or fiduciary account in which you do not have a vested ownership interest.

**Substitute Check** means an image replacement document (“IRD”) and is a negotiable instrument used to represent the digital reproduction of an original paper check.

**Transaction** means any deposit, order, transfer, payment, purchase via Point of Sale, withdrawal, or other instruction relating to any account or account service provided by the Credit Union.

**Unlawful Internet Gambling** means to place, receive, or otherwise knowingly transmit a bet or wager by any means which involves the use, at least in part, of the Internet where such bet or wager is unlawful under applicable Federal or State law or Tribal lands in which the bet or wager is initiated, received, or otherwise made.

## **ACCOUNT TRANSACTION LIMITATIONS**

You warrant and agree that you will not use any Credit Union account or service, including but not limited to loans, to make or facilitate any illegal transaction as determined by applicable law; and that any such use, including any such authorized use, will constitute a breach of this Agreement.



## **1. The Unlawful Internet Gambling Enforcement Act (UIGEA)**

The UIGEA prohibits persons engaged in the business of betting or wagering from knowingly accepting payments from another person engaged in unlawful Internet gambling. The UIGEA and other certain federal and/or state laws or rules of third-party service providers may limit or prohibit transactions such as, but not limited to, those coded as possible gambling transactions. 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 or otherwise) under applicable law; or which is otherwise limited or prohibited, including but not limited to any transaction involving or relating to any gambling activity. Such prohibition or limitations may affect some otherwise proper or allowable transactions such as debits, charges, or other transactions at or relating to a hotel-casino. You understand and agree such limitations/ prohibitions are not within the Credit Union's control and that the Credit Union will not have any liability, responsibility, or culpability whatsoever for any such use by you or an authorized user; 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 any such use of your account and/or access devices.

## **2. Transaction Limitations and the Credit Union's Business Days**

Except as specifically provided in our agreements, all transaction requests after our posted business hours or made on days that are not our business days as defined in the Business Day Disclosure later in this Agreement, will be treated, transmitted, and recorded as if received the next business day that we are open. All transaction requests received by mail, electronically, at an unstaffed facility, or outside depository will be processed and credited only when actually received by us, and we shall have no responsibility until we actually receive the item.

## **3. Losses**

The Credit Union shall not extend credit or services to anyone who has caused, or to whom the Credit Union believes may cause, a loss except when it is in the best interests of the Credit Union to do so. The Credit Union may also close, restrict, or deny any member, joint owner, fiduciary, or authorized user of any account service who has violated Credit Union policies, procedures, standards and the laws, regulations, or rules governing the Credit Union. This includes the right to terminate existing use of account services.

## **4. Restrictions on Withdrawals from All Accounts**

In accordance with applicable law, we reserve the right to require you to provide written notice of an intended withdrawal from any account of not less than seven (7) but not more than sixty (60) days before the intended date of withdrawal. Withdrawals will only be permitted if you have sufficient funds in your account to pay the full amount of your withdrawal request. We may refuse to allow a withdrawal and will advise you of such refusal when required by applicable law if, for example:

- a. There is a dispute between account owners.
- b. A legal garnishment, attachment, or levy is served on us.
- c. The account secures any obligation owed to us.
- d. Any required documentation has not been provided to us.
- e. You are delinquent or fail to pay a loan or any other obligation owed to us when due.

Additionally, if you instruct the Credit Union to make a large cash withdrawal (the definition of which shall be within the Credit Union's sole discretion) in lieu of other methods of transferring funds offered by the Credit Union, you hereby release the Credit Union from any and all liability, claims, and demands which may arise from or in any way relate to your possession of the cash.

## **5. Share Certificates ("Certificate")**

Any Certificate account offered by the Credit Union is subject to the terms of this Agreement, the Schedule, and any account receipt. IRA Certificate accounts are also subject to the limitations imposed by federal law and regulations and to any limitations set forth in your IRA Agreement, the terms of which are also incorporated herein by reference.

## **6. 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. 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 check or item.

Neither the Credit Union nor any other processing entity shall be responsible for the authenticity of the checks or items with regard to the signature or alterations when presented; checks shall be paid without verification. We may disregard all information or any writing or memorandum on or attached to any check or item except for your signature, the amount, and the information that is magnetically encoded. You understand we do not provide sight examination of checks or items and this practice does not constitute an exception to the use of ordinary care when processing your checks or items. You agree to take precaution in safeguarding your blank checks. You also agree to 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.

## **7. Substitute Checks**

You agree not to deposit any substitute check or similar item that you have created, or for which no financial institution has provided a substitute check warranty and indemnity. If you do so, you agree to indemnify us for all losses we incur in connection with the substitute check or item. You agree not to deposit any substitute check without our consent.

## **8. Withdrawals, Transfers, and Transferability**

Generally, you may withdraw and/or transfer funds from your account at any time subject to the limitations set forth in this Agreement including the Funds Availability Disclosure in effect at the time of the deposit. Payments upon your order may be made in coin, bills, or checks at our option.

You also agree that your account(s) are not assignable or transferable except to us, unless specifically authorized by the Credit Union in writing.

## **9. Legal Restrictions**

We will block, limit, or otherwise restrict certain accounts or transactions when we believe in good faith that laws including, but not limited to, the Bank Secrecy Act, USA PATRIOT Act, and Office of Foreign Asset Control require us to do so.

## **10. Legal Process and Other Adverse Claims**

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

## **ACCOUNT BALANCES AND OVERDRAFTS**

### **1. Account Balance Types**

**Your account has two kinds of balances:** A ledger account balance and an available account balance. Both may be viewed when you review your account online, use our mobile app, call Teleservices, and at ATMs we own (e.g., ATMs at our branch locations or bearing our name). It is important to understand how the two balances work so that you know how much money is in your account for use at any given time and so you can avoid insufficient funds and overdraft fees.

#### **Ledger Account Balance**

The ledger account balance is the full amount of unused deposits in your account, even though some portion of a deposit may not be available to you or may be pending receipt of funds from a third party, reduced by payment transactions that have actually been presented to us for payment, and have processed to your account.

The ledger account balance does not, however, reflect pre-authorized commitments to pay merchants that are pending settlement (e.g., have not yet been paid or posted to your account), or all or portions of checks or other deposits that have not yet posted. As such, while the term “ledger” may sound as though the amount you see is an up-to-date display of what is in your account for spending, that is not always the case.

For example, if you have a \$50 ledger account balance, but you just wrote a check for \$40, when you view your ledger account balance, it is displayed as \$50 but it does not reflect the pending \$40 check transaction. Using this scenario, you have \$50 in your ledger account balance, but you have already spent \$40 of that balance.

## **Available Account Balance**

The available account balance is the amount of money in the account that is immediately available for use. It is the ledger account balance reduced by holds placed on deposits and debit card pre-payment commitments that we have authorized but have not yet received for posting to your account. Other holds on funds, such as a garnishment, also impact the immediate availability of funds.

For example, assume you have a ledger account balance of \$50 and an available account balance of \$50. If you were to swipe your debit card at a merchant to buy groceries for \$20, that merchant may ask us to authorize the \$20 transaction (referred to as a “pre-authorization commitment”). If we do so, we are obligated to pay the merchant, even if your available account balance is negative at the time the debit card transaction is presented to us by the merchant for payment.

As such, we will reduce your available account balance by the amount of the pre-authorization commitment, which is \$20. Your ledger account balance would still be \$50 because this pre-authorization commitment has not yet been received for posting, but your available balance would be \$30 because you have a commitment to pay the merchant \$20. When the merchant submits the debit card transaction for payment (which could be several days after you have initiated the transaction), your ledger account balance will be reduced by the amount of that pre-authorized commitment (the \$20) and both your ledger and available balance will be \$30.

## **2. When your Account is Overdrawn**

Your account is overdrawn if both your ledger balance (at the time a transaction is posted) and your available balance (at the time a transaction is authorized) are insufficient to cover the amount of a transaction. The following example is provided as an illustration:

Assume your ledger account balance and available account balance are both \$50 and you swipe your debit card at a merchant for \$20. The merchant requests a pre-authorization commitment from us to pay the \$20 transaction. Because you have \$50 available in your account, we will likely authorize the transaction for payment and will reduce your available account balance to \$30. Your ledger account balance will still be \$50.

Assume also that a check in the amount of \$40 is received for processing to your account. Because you have only \$30 in your available account balance, the \$40 check will cause your available account balance to be negative by \$10 if we pay the \$40 check against your available account balance of \$30. As such, you will be assessed an overdraft or insufficient funds fee.

Continuing the scenario above, when the merchant presents the \$20 debit card transaction, even though your ledger account balance of \$10 is insufficient to cover the \$20 transaction, you will not be assessed an overdraft fee because your available account balance was sufficient at the time the transaction was authorized as a pre-authorized commitment.

**NOTE: IT IS IMPORTANT TO UNDERSTAND THAT YOU MAY STILL OVERDRAW YOUR ACCOUNT BALANCE EVEN THOUGH THE LEDGER AND AVAILABLE BALANCES APPEAR TO SHOW THERE ARE SUFFICIENT FUNDS TO COVER A TRANSACTION THAT YOU WANT TO MAKE.** For example, your ledger and available account balances may not reflect outstanding checks, pending automatic bill payment transactions, and other initiated transactions not received for processing.

In the \$40 outstanding check scenario illustrated above, this outstanding check will not be reflected in either of your account balances until it is presented to us and paid from your account. Also, your available account balance may not reflect recent deposits to your account that are subject to “holds” as described in our Funds Availability Policy defined herein.

In addition, your ledger and available account balances may not reflect all of your pending debit card transactions.

For example, in the scenario above when the merchant obtains a pre-authorization commitment for \$20, but does not submit that debit card transaction for payment within three (3) days after the pre-authorization commitment is approved by us, we may increase your available account balance by the amount of the pre-authorization commitment. This means your available account balance will not reflect the pre-authorization commitment transaction amount until the transaction has been received by us and paid from your account balance. (Note: this commonly happens with certain types of pre-authorized commitments, such as car rentals and international purchases, depending on the merchant).

Even though we may increase your available account balance when a merchant does not submit the pre-authorized commitment transaction timely, the commitment to pay the transaction still applies and we must honor the payment commitment.

The time period for the pre-authorized commitment may be different for certain types of merchants, such as gas stations, that may have a pre-authorization commitment period of several hours.

You acknowledge and agree we are not obligated to notify you if your account does not have a sufficient ledger account balance in order to pay transactions you have initiated.

### 3. Authorizing a Transaction

Your available account balance (plus any Overdraft Privilege funds applicable to your account) is used to determine whether we will authorize a transaction for payment. Check, draft, and ACH transactions are authorized for payment when we receive them for processing. Your debit card transactions are authorized when you swipe your card at a merchant location or when you provide your debit card to an online merchant. Your debit card transactions may not be received for payment for several days after they are authorized.

### 4. Transaction Types

There are two (2) basic types of transactions: (1) Credits, which are deposits into your account that increase your account balance, and (2) Debits, which are withdrawals or payments, that decrease your account balance. We may receive multiple credit and debit transactions for processing to your account in many different forms throughout a business day.

The following are examples of transaction types. These examples are not an exhaustive list and processing exceptions apply.

Some transactions are received individually and others are received in batches.

**Individual transactions:** Transactions received individually are generally processed to your account immediately upon receipt, in the order in which they are received.

Individual transactions include ATM deposits and withdrawals and over-the-counter teller transactions. ATM and teller credit (deposit) transactions are subject to the “Funds Availability Policy” provided herein.

**Batch transactions:** Transactions received in batches are aggregated and processed to your account. Batched credits are processed first followed by batched debits.

Batch transactions include payroll deposits, checks drawn on your account presented to us for payment from other financial institutions, and ACH transactions.

We may receive debits for purchase transactions made with your debit card as either individual transactions or in batches, depending on the merchant where your debit card was used.

### 5. Transaction Processing

It is important for you to understand how transactions are processed to your account so that you know how much money is available for spending at any given time. The order in which we process transactions may affect the transactions that are paid and the total amount of overdraft and returned item fees that may be charged to your account. Transactions received by mail are processed only on business days, which are Monday through Friday, excluding bank-observed holidays. We also observe a business day cut-

off time for processing transactions. Mailed transactions are processed in random order. Please contact us if you have questions about the manner in which we process transactions.

**Credit Transaction Processing:** We reserve the right to refuse any item for deposit into your account or delay the availability of a deposit into your account. Your available account balance may not reflect some recent deposits. For details about the availability of deposit transactions, see the “Funds Availability Policy” provided herein.

**Debit Transaction Processing:** There are several types of debit (withdrawal) transactions which include ACH transactions that are received in multiple batches throughout each business day. ACH withdrawals are posted from the lowest dollar amount to the highest dollar amount in each batch file. Checks, drafts, and other payment transactions may not be processed in the order that you write them or in the order we receive them. We may, at our discretion, pay a check, draft, or other transaction in any order we choose. There are many ways transactions are presented for payment by merchants, and we are not in control of when transactions are presented to us for processing.

- a. **ACH Debits:** Multiple ACH transactions are sent to us in batched files. An automatic bill pay transaction you have authorized is an example of an ACH debit. ACH debits may also be arranged by you with a payee, such as your utility company or insurance company. ACH debits are processed in the order they are provided to us in a batch data file.
- b. **ATM Withdrawals, Teller Withdrawals, Online, and Telephone Transfers:** These withdrawal transactions are processed individually and deducted from your account immediately.
- c. **Checks:** When you write a check, the check may be processed through a clearing facility, such as the Federal Reserve Bank, which sends us multiple checks in a batch file. These check transactions are processed by batch, by order, low to high. If you cash a check in a branch location, the check is processed immediately from your available account balance.
- d. **Personal Identification Number (PIN)-Based Purchase Transaction:** When your debit card is used to make a purchase and the merchant uses a PIN debit network, such as STAR or Interlink, to route the transaction to us for processing, the transaction is considered to be PIN-Based. Such purchase transactions may be categorized as PIN-Based even if the merchant does not require you to enter your PIN to authorize the transaction. A PIN-Based withdrawal transaction is typically deducted from your account balance immediately at the time of the transaction.
- e. **Signature-based Purchase Transaction:** Signature-Based purchase transactions occur when your debit card is used to make a purchase and the merchant uses a Signature-Based network, such as Visa, to route the transaction to us for processing. The merchant may require you to sign for the purchase instead of entering a PIN. In some instances, the merchant may not require a signature, such as for an Internet purchase or for a purchase below a certain dollar amount.

For both a PIN-Based and Signature-Based transaction a merchant may seek a pre-authorization commitment to guarantee payment of the transaction. When this happens, we generally reduce your available account balance by the amount of the pre-authorization commitment amount when we receive and accept this request, but your ledger account balance is not affected until the transaction is routed to us for processing to your account. This routing can happen instantly or days after the transaction is initiated depending on the merchant.

Pre-authorized commitment amounts may differ from the actual payment amount because the final transaction amount may not be known by the merchant when the pre-authorization commitment is submitted. For example, a pre-authorization commitment may be requested for your bill at a restaurant, but when the transaction is received for processing from the restaurant it may be for a higher amount that includes a tip that you authorized.

## **OVERDRAFT FEES AND INSUFFICIENT FUNDS FEES**

### **1. Fee Assessments**

If a transaction is presented for payment and you do not have a sufficient available account balance, we may assess an overdraft or insufficient funds fee depending on whether the transaction is paid or returned. This section explains these two fees.

- a. If a check or ACH payment transaction is not authorized, then it will be returned unpaid and we will assess an insufficient funds fee. **Note: except for recurring debit card transactions, this does not apply to debit card transactions; a debit card transaction that is not authorized will be declined with no corresponding fee when account funds are insufficient.**
- b. If a transaction is authorized and both your available account balance at the time of authorization and your ledger account balance at the time of payment are insufficient, we may, but are not obligated to, pay the transaction and will assess an overdraft fee.
- c. You may be assessed more than one of these fees if multiple transactions are submitted for payment when the ledger account balance is insufficient (overdrawn).
- d. You may be assessed more than one insufficient funds fee or an overdraft fee if a merchant submits the same payment multiple times after it has been initially rejected for payment.

## **MINIMIZING FEES**

### **1. Record and Track your Transactions**

The best way to know the amount of available and ledger account funds you have and avoid paying overdraft and insufficient funds fees is to record and track all of your transactions closely, including pre-authorized commitments, outstanding checks, ACH debits, internet bill payments, online and mobile banking transfers, and other deposits and payments.



## 2. No-Fee Overdraft Protection Options

We offer overdraft protection from available funds in your share savings account. We will also overdraft available funds from approved lines of credit. There are no overdraft fees associated with these overdraft options. However, interest charges are applicable to overdrafts from lines of credit.

**IF YOU DO NOT UNDERSTAND ACCOUNT BALANCES, HOW WE PROCESS TRANSACTIONS, OR WHEN YOUR ACCOUNT MAY BE SUBJECT TO OVERDRAFT OR INSUFFICIENT FUNDS FEES, PLEASE CONTACT US.**

### OVERDRAFT PRIVILEGE

Overdraft Privilege is for occasional use to protect you from having your payments rejected. It is not a line of credit. We monitor accounts for chronic use or excessive use and reserve the right to suspend or discontinue the Overdraft Privilege service at any time.

#### 1. Paying an Overdraft on a Courtesy Basis.

If a check, item, or transaction ("Transaction") is presented and your available account balance is insufficient to pay it, we may, at our discretion, pay or return the Transaction. If we pay the Transaction, an overdraft fee may be assessed. Our overdraft practices allow us to authorize payment for the following types of transactions regardless of whether your account has a sufficient available balance: 1) Checks and other transactions made using your share draft/checking account, **except** as otherwise described below\*, 2) Recurring bill payments, and 3) ACH transactions.

\*The courtesy payment of ATM and one-time debit card transactions for consumer checking accounts requires your affirmative consent (opt-in) for you to be considered and approved for our Overdraft Privilege service coverage.

- a. Without your opt-in, we may not authorize an ATM transaction or a one-time debit card transaction if your consumer checking account does not have a sufficient available balance, in which case your purchase will be declined.
- b. Contact us with your request to opt-in and we will determine your eligibility for the Overdraft Privilege service for ATM and one-time debit card transactions.
- c. You may opt-out of this service at any time.

#### 2. Our Discretion and Your Agreement

Except as otherwise agreed in writing, if we agree to pay Transactions when your available account balance is insufficient or pay them when your ledger account balance is insufficient, we do so at our discretion and do not agree to pay them in the future and may discontinue paying Transactions at any time without notice.

If we pay Transactions or assess a fee when your ledger account balance is insufficient, you agree to pay the insufficient amount. You also agree to pay the fee assessed by us.

## **OVERDRAFTS AND GOVERNMENT BENEFITS**

You agree that the Credit Union may utilize funds in your share savings or checking accounts to pay insufficient funds transactions or to pay any other debts that you owe as a result of authorized acts. Authorized acts include, but are not limited to, any transaction on your accounts, payments on your loans and other obligations whether pre-authorized or otherwise, and any default or transaction that exceeds your authorized credit limits. Funds may be applied from an account in which you have a beneficial interest and may include funds regardless of the source including, but not limited to, deposits of funds representing the payment of Social Security, Veterans benefits, or any other funds that may be subject to limitations under federal or state laws. Any application of funds hereunder shall be deemed a voluntary transfer that you have authorized.

## **OTHER INFORMATION ABOUT MEMBERSHIP ACCOUNTS**

### **1. Rights of Survivorship**

You agree that it is your intention to create a joint tenancy with the right of survivorship (a form of ownership) in any multiple party account and if one or more of the multiple party owners dies, his or her interest in the account passes to the remaining owners; unless subject to our right of setoff/offset or a pledge of the funds in the account, in which case all sums in the account will belong to us regardless of contributions, up to the amount of the obligations owed. We may not release any funds to a survivor until all required legal documents are delivered to us. The Credit Union reserves the right to require any changes to the account be made in writing signed by all account owners. Member business and/or member organization accounts and fiduciary accounts such as trusts, custodial, guardianship, and conservatorships are not subject to a right of survivorship.

### **2. Payable on Death**

Payable on Death ("POD") accounts are governed by your agreements with the Credit Union and applicable state law. A POD account is payable to the owner(s) during their lifetimes and, upon death of the last account owner, is payable to any surviving beneficiary designated by the member on the Membership Application. During his or her lifetime, only the Member who has the legal capacity to execute contracts may provide us written direction to designate or change the POD beneficiary. Accounts payable to more than one surviving beneficiary are jointly owned without any rights of survivorship and will be paid in proportion to the remaining beneficiaries' share. No amount will be paid to any beneficiary, their heirs, or successors who are not living at the time the account becomes payable to beneficiaries. POD beneficiary designations do not apply to IRA accounts, but instead, are subject to your IRA Agreement/Certificate. The Credit Union has no obligation to notify any

beneficiary of a POD account or the vesting of his or her interest. Further, the Credit Union is also entitled to all additional protections provided by applicable law regarding the payment of sums on deposit in POD accounts. If any beneficiary is not of legal age at the time the account balance is to be paid to said beneficiary, we reserve the right to pay said amounts only to the legal guardian of such beneficiary. If the minor has no legal guardian, then we may require the funds to be retained in an account similar to the account from which the funds are payable, or such other account for which the deposit may qualify if no longer entitled to the benefits of the original POD account based on the terms we offer, until such time as the beneficiary reaches legal age, or we may release the funds only after receipt of a duly authorized court order appointing a conservator of said funds.

### **3. Taxpayer Identification Numbers and Certification**

Pursuant to the Membership Application, 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. You agree to provide verification of this number upon request.

### **4. Membership Benefits and Obligations**

As a member of the Credit Union, you may vote at all annual or special meetings of the membership if you are 18 years of age or older. You have an obligation to the Credit Union and all other members to follow the rules established. This includes, but is not limited to your obligation to repay all debts, negative balances, loans, credit advances as well as other contractual, equitable, and statutory obligations.

### **5. Cross-Collateralization**

To reduce the possibility of loss, you 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 to the Credit Union. This pledge will secure all obligations owed at the time of the pledge or which arise thereafter. This cross-collateralization of your obligations with us applies to all debts regarding your accounts, loans, or otherwise, including but not limited to each closed-end loan, each advance under any open-end loan plan, obligations under any credit card agreement, 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 with us.

### **6. Right of Setoff/Offset**

You agree that the Credit Union at all times retains the common law and statutory right of setoff/offset against shares with regard to any debt or obligation owed to us, individually or otherwise, which right may be exercised by us without legal process or notice to any account owner or other party.

## **7. Statutory Consensual Liens on Shares**

By signing a Membership Application or other agreement conveying a pledge or security interest in shares, or your use of any accounts or services, you grant us and we impress a lien on any and all shares in all joint and individual share accounts, together with all dividends, regardless of the source of the shares or any owner's contributions. This lien secures any account owner's joint and individual obligations to us now or in the future, whether direct, indirect, contingent, or secondary. Payment of any sums to a joint owner, beneficiary, or other party will be subject to payment of all outstanding obligations owed to us. This lien conveyance is in addition to any lien rights afforded to the Credit Union by law. Your pledge does not include any IRA, tax escrow, irrevocable trust, or fiduciary account in which you do not have a vested ownership interest.

You agree that this lien is impressed as of the first date that any applicable account is opened with us. This lien secures all debts you owe us pursuant to any loan agreements or under this Agreement arising from any insufficient funds item, fees, costs, expenses, or any combination or all of the above. You authorize us to apply shares to any obligation(s) owed to us if you default or fail to pay or satisfy any obligation to us without notice to any account owner or other party. This right is immediate and applies to all accounts which means there will be no limitation or delay with regard to any stated maturity date as to any certificate or other applicable shares.

## **8. Status-Quo - Collateral Preservation**

You specifically agree that all shares on deposit constitute collateral for all obligations owed to the Credit Union. You agree that the Credit Union has the right to preserve this collateral, and may use appropriate administrative procedures including, but not limited to, placing a temporary hold or freeze on such funds to safeguard such funds if the Credit Union at any time has reason to believe such collateral may be impaired or at risk due to any default, bankruptcy, breach of any agreement or promise, or as otherwise provided for by our agreements or applicable law without notice to any owner. In the case of any bankruptcy proceeding, the Credit Union has a right to preserve such collateral as set forth herein as cash collateral; and is not required to surrender or turnover such collateral absent the owner's filing any appropriate motions and the entry of an order either providing for adequate protection of the Credit Union's rights in such collateral, or modifying, or terminating the automatic stay as to such collateral. You further agree that the Credit Union's exercise of this right to safeguard or freeze funds on deposit shall not constitute a violation of the automatic stay afforded by the Bankruptcy Code.

## **9. Right to Investigate**

You agree that upon notification of any claim or error, unauthorized transaction, or other notification related to or arising from any transaction, methods, or means of making transactions the Credit Union shall have full rights of investigation to extend to all persons, means, and methods of making transactions. It is expressly agreed that this shall specifically include the right to report, as applicable, the Credit Union's findings of such investigation to all owners and/or users.

## **10. Credit Reports, Inquiry and Default**

To verify your eligibility for any account, service, or loan product, increases or decreases in services and/or credit limits, now and in the future or as needed to comply with applicable laws, regulation, or governmental agency requirements, 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 service, loan, or other financial products you request or that we offer or make available to you. We may also report information concerning your account and credit to others.

## **11. Defaults and Your Credit Reports**

The Credit Union may report information about your account(s) to third parties such as credit reporting agencies/bureaus. Late payments, missed payments, insufficient funds transactions or other defaults on your loan and share/share draft account may be reflected in your credit report.

## **12. Contacting You**

The Credit Union or its agents may from time to time make calls and send text messages to the telephone number associated with your account, including a wireless telephone number that could result in charges to you from your wireless telephone service provider. How these calls or text messages are made to you may include the use of prerecorded/artificial voice messages and/or an automatic telephone dialing system. In addition, to better serve you and/or collect any amounts owed to the Credit Union, we may contact you by way of an email address provided to us.

The Credit Union may contact you using other messaging tools to validate your identity for fraud detection and prevention. When this occurs, a transaction purchase may be delayed until this identity validation is complete.

The Credit Union may also contact you using a text message or email as part of a login authentication prior to granting access to our services or the products of third-party service providers.

## **13. Fingerprinting and Biometrics**

To protect your account we may require the use of an inkless fingerprinting system or a biometric fingerprinting device to place fingerprints next to signatures on documents for research purposes. We may also require all non-members to be fingerprinted when negotiating a check drawn on us or a member account. The Credit Union may provide access to your accounts and account services through the use of biometrics. You agree to the use of biometric technology.

## **14. Deposits to Your Account and Instruments Cashed**

Funds may be deposited to any account in any manner that is acceptable to us. Deposits may be made by mail, in person at any of our offices having

facilities to accept deposits, by direct deposit, other electronic funds transfer, or mobile device allowed by us.

## **15. 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 or their fiduciaries. 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 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. If an 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. When you endorse any item, your endorsement is a guaranty by you to us and all others who accept the item you deposit is properly payable and you are responsible to us or any other person for the amount of the item.

## **16. Endorsements for Mobile Deposits**

You agree that you will use the Mobile Deposit service to scan only original checks payable to and properly endorsed by you by signing your name(s) and writing "FOR MOBILE DEPOSIT ONLY, Arizona Federal Credit Union" under your endorsement. Deposited checks will be drawn on financial institutions in the United States with a valid Routing Number and denominated in U.S. Dollars and intended for deposit by you to your designated account with Arizona Federal.

## **17. Electronic Checks ("E-Checks")**

When you or any person with authority authorize any E-Check you agree:

- a.** We may pay the item as submitted to us.
- b.** You shall be solely responsible for all information transmitted regarding such items including but not limited to the payees, the amounts of the items and endorsements or the lack thereof.
- c.** To indemnify us for all losses we incur in connection with any E-Check you authorize.

By authorizing any E-Check, you warrant to the Credit Union the sufficiency of funds to pay any E-Check, and you agree any such transaction is subject to all applicable terms and conditions set forth in this Agreement.

## **18. Collection of Deposits**

In handling deposits to your account, we act only as your agent for collection and assume no responsibility beyond the exercise of ordinary care. By signing the Membership Application or using any accounts or services, you specifically waive your rights to notice of non-payment, dishonor, or protest regarding all items presented for collection. We have the right to refuse any

order, transfer or deposit, limit the amount that may be offered for deposit, and to return all or any part of a deposit.

Special instructions for handling an item are effective only if made in writing and accepted by us separately along with the item in question. We will not be liable for any default or negligence of correspondents or for loss in transit, and each correspondent will only be liable for its own negligence. Items and their proceeds may be handled in accordance with applicable Federal Reserve and other Clearing House rules/ agreements.

Without prior notice to you, we may charge back any item at any time before final payment, whether returned or not, and may also charge back any item drawn on us if, within the normal handling period for such item, the item cannot be honored against the drawer's account. We are authorized to pursue collection of previously dishonored items (including re-presentation), and in so doing we may permit the paying financial institution to hold an item beyond the deadline. Items that we present or represent may be truncated or converted to an electronic or other format. If an item is not paid, you are responsible for any loss we may incur in seeking to collect the item for you.

If the return of an item deposited in your account is delayed because of markings made by you or a prior endorser in the space reserved for the depository bank, you agree that we will not be liable to you if this item is returned after the time set by applicable law. Similarly, you will be liable to us for any loss or expense, including without limitation reasonable attorneys' fees, we incur because we are unable to properly return an item drawn on your account within the time set by applicable law.

## **19. Direct Deposits**

You must notify us at least thirty (30) days prior to any direct deposit or preauthorized 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 or 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 benefit payment directly 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 us on demand any such sums.

## **20. Direct Deposit or Transfer Authorization/ Bankruptcy**

If you file bankruptcy and fail to cancel any instructions in your direct deposit or transfer authorization, then you are deemed to have instructed 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 or unless prohibited by law.

## **21. 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).

## **22. Deposit at ATM and Night Deposit Facilities**

All deposits and payments made at an ATM that we own, or at one of our night deposit facilities, are subject to the provisions and check collection procedures as disclosed to you in our Funds Availability Disclosure section of this Agreement.

Deposit transactions of cash and other items to your account can only be accepted at ATMs specifically designated by us. If you make a deposit or payment at an ATM or night drop facility, you agree that the correct amount in the event of discrepancy between a written receipt or a deposit slip will be the amount of the verified items.

You further agree that the credit to accounts for non-cash items will be conditional until we can collect the item. If we cannot collect the amount of a non-cash item, the amount will be deducted from your account.

## **23. Final Payment**

You acknowledge and agree:

- a.** All items, deposits, ACH transfers, or other transfers credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to charge your account for the amount provisionally credited and impose a return item charge to your account.
- b.** If we incur any collection fee, we may charge such fee to any of your accounts.
- c.** We reserve the right to refuse or to return all or any item or funds transfer.
- d.** We have the right to charge back against any of your accounts with us all deposits, transfers, or collection items, including checks presented for payment of cash, that are returned to us due to non-payment, as a reclamation by the United States Treasury, or if we are required to repay any amounts previously collected for any reason whatsoever. These rights apply regardless of your use of the funds or the amount of time that has passed since the date of the deposit.
- e.** If for any reason you do not have sufficient funds in your accounts to satisfy our charge back, then you agree to pay us the amount charged back on demand, together with all associated fees and costs.

## **24. Payment Order of Your Transactions**

When processing transactions drawn on your account(s), our policy is to pay



them in the order in which they are received when given the option to do so. If multiple checks (transactions) are received in a batch file for posting to your account(s), we pay the lowest dollar amount first and ascend to the highest amount to give you optimum benefit. We commonly receive multiple transaction files per day and each file contains multiple transactions.

## **25. Telephone Services**

Verification of account ownership will be requested before account information is released. A transfer of funds from one of your accounts to another of your accounts at the Credit Union may be made by telephonic instructions given by the same person and under the same conditions that a written transfer request could be made. You agree the Credit Union may rely upon the apparent authority of a person who is able to provide the Credit Union the information we require to initiate a transaction by telephone.

## **26. Telephone Requests**

You agree that any owner on the account may request a transfer by telephone to another account with us or to any other financial institution. We shall not be responsible for any loss incurred as a result of our acting upon or executing any request, order, or instruction we believe to be genuine. Furthermore, we reserve the right to refuse to execute any telephone request or order.

## **27. Checks you Request from the Credit Union**

If you request any check be issued by the Credit Union, then all such checks are payable to the first named owner of the account, or as otherwise indicated on your Membership Application with us and will be mailed to the address of record.

## **28. Temporary Holds**

To facilitate certain electronic payment transactions, we may place temporary holds on funds in your account(s). These holds will reduce your available balance and may be for extended periods. These temporary holds are generally imposed by merchants or the payment networks that process your payment requests. The Credit Union can neither control the parties with whom you do business nor regulate the processing of transactions through these payment networks; therefore, it is your obligation to ensure that your account has sufficient available balance at all times to cover transactions you make. Pursuant to the payment network rules a merchant (hotel, car-rental company, retailer, etc.) may obtain authorizations for up to three (3) times the total amount of your actual purchase. This is deemed to be an authorized amount by you and will not be available in your account for extended periods of time which can cause an insufficient funds or overdraft situation in your account(s).

## **29. Foreign Exchange Rate**

A foreign exchange rate assessed to you is the rate applicable to the clearing date of the foreign transaction, which may be different than the rate offered on the day the transaction was originated. If we use a third-party vendor

to process your foreign transaction and the third-party vendor charges a processing fee, the fee will be deducted from your account or from the transaction settlement amount.

### **30. Account Rates and Fees**

Our payment of dividends on your account is subject to the account rates, fees, compounding and crediting policies, and balance requirements set forth in this Agreement. Fees applicable to all accounts and account services are set forth in the Schedule. We may transfer from any of your accounts any charges or costs in connection with the operation and maintenance of accounts as stated in this Agreement or the Schedule. You agree that we may change the Schedule at any time upon proper notice as required by law.

### **31. Authorized Signature**

We are authorized to recognize any signature on the Membership Application or other document, but will not be liable for refusing any order or item if we believe in good faith that the signature on such order or item is not genuine. Also, if you authorize the use of an electronic signature, we shall not be liable for honoring any instrument that appears to bear your signature, even if made by an unauthorized person.

### **32. Account Access**

You may make deposits, withdrawals, transfers, and other authorized transactions from your account in any manner specifically permitted by us, subject to the limitations and restrictions set forth in this Agreement or as otherwise provided for by applicable law.

### **33. Authorized User**

You should exercise caution in providing authority, information, documentation, or access devices to others. All withdrawals, transfers and transactions made by any person to whom you have at any time provided authority or the means to access your account or other services shall be deemed authorized by you, and the Credit Union will not have any responsibility or liability for such transactions. Further, you and the person authorized shall be jointly and severally responsible to the Credit Union for all such access or use of your accounts and services with us. You authorize us to honor transactions initiated by any authorized user even if you do not authorize a particular transaction or amount.

If you authorize anyone to use your access devices, such authority shall continue until you specifically revoke such authority by notifying the Credit Union in writing or as required by applicable law. If you fail to maintain the security of access devices and the Credit Union suffers a loss, we may terminate any or all of your account services.

### **34. Access to Account Information**

You agree that all account owners may have access to the information you

provide to us including transactions, account history, your loans, and other account service information. You acknowledge and agree that any account owner may provide authority to others, or may make transactions involving others, who may, as a result, have access to account information. Further, you understand that we utilize a consolidated statement for your accounts, account services, and loans. You understand and agree that we are authorized to provide to any account owner or borrower the consolidated statement information even though parties receiving the statement may not be owners or borrowers of the services addressed in the statement.

### **35. Sharing Information**

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 co-borrowers, owners of pledged collateral, and other lien holders.

### **36. Powers of Attorney**

The Credit Union may allow a third person acting as your attorney-in-fact to make transactions regarding your account, pursuant to a Power of Attorney, but has no obligation to do so. You agree that we have no obligation to verify the scope, authenticity, and validity of any Power of Attorney presented to us. If we accept the Power of Attorney, the Credit Union has no duty to inquire as to the use or purpose of any transaction by your attorney-in-fact, and may restrict or refuse account access, withdrawals, and transfers. Further, you agree to reimburse the Credit Union for all costs and expenses, including attorneys' fees, we may incur and you agree to indemnify us for any loss or other expense we may incur from our acceptance of your Power of Attorney.

### **37. Postdated and Stale-dated Instruments**

We may pay any instrument without regard to its date. You agree not to deposit instruments before they are properly payable. We are not obligated to pay any instrument drawn on your account, which is presented more than six (6) months past its date; however, we have no obligation or liability to you or any other party to the instrument or in the chain of the collection process if we do so.

### **38. Stop Payment Orders**

If you do not want us to pay a specific transaction you have initiated, you may submit a Stop Payment Order (SPO) for the transaction using TouchTone 24, online banking, or at a branch location. You may also call us to request a stop payment for an automatic withdrawal. You agree to the following with regard to a SPO:

- a.** A SPO will take effect when we record it on your account. Stop payments are not guaranteed. If the transaction is presented electronically or if the transaction has already been accepted for processing, we will not be able to place a stop payment on the transaction.
- b.** A stop payment is not applicable to debit card transactions

- c. A SPO will not be valid and binding on us unless it includes your account number, the number and date of the written instrument, the name(s) of the payee(s), and the exact amount of the written instrument.
- d. We will accept a SPO from any owner or fiduciary on a multiple party account regardless of who signed the written instrument or otherwise authorized the same.
- e. A SPO will be effective for a period of one (1) year.
- f. We will charge you a fee for a SPO as set forth in the Schedule, which sum may be transferred by us from any owner's account(s) or paid directly to the Credit Union by you.
- g. If you do not provide us the means to collect the SPO fee, we may not honor your stop payment request.
- h. If you give a verbal SPO that is not subsequently submitted on the proper form and confirmed by us within 14 days, your SPO will expire and we may thereafter pay the instrument.
- i. The Credit Union will not be responsible for any loss as a result of honoring a SPO transaction through inadvertence, oversight, or accident, if we honor a postdated check, or if you fail to provide us with complete or accurate information.
- j. We have no obligation to accept a SPO for a cashier's check or other instrument guaranteed by us.
- k. You will be responsible to the Credit Union if any claim or demand is made against us as a result of our acting in accordance with your SPO. This means that you are required to reimburse us for any loss or damages and reasonable costs, expenses or attorneys' fees that we incur in defending the Credit Union against any claims or demands made against us as a result of following your SPO.

### **39. Periodic Statements**

You will receive a monthly account statement ("Statement"), or an email notification of its availability if you have subscribed to online banking services, for your checking account(s) unless there are no transactions requiring us to provide a statement. In any case, you will receive a Statement or notice of its availability at least quarterly. If you have a multiple party account, we are only required to provide one Statement to any of the account owners or fiduciaries identified on in your account records. If your Statement is provided electronically, you will be sent an email notification letting you know your Statement can be retrieved from your online banking or mobile app service. Emails from us will be sent to the email address provided by any owner or fiduciary.

- a. For checking accounts, you understand and agree that when paid, your original check (or any substitute check) becomes the property of the Credit Union and will not be returned to you. We have no obligation to retain the originals of any checks or other documentation. You agree to keep a copy of your original check or a check register in order to verify its validity. If you request a check copy, you agree that we may provide an electronic image/copy of the original check. Further, the Credit Union may charge you a fee (as set forth in the Schedule) for each check copy and/or for research as applicable.
- b. You understand and agree that the Statement mailing date is the same as the Statement availability date.

- c. You acknowledge and agree that check images are made available to you for review on the date the Statement is mailed, even though the check images do not accompany the Statement.
- d. You understand and agree it is your duty and obligation to promptly and carefully review your Statement to verify transactions are authorized and accurate. We will have no responsibility or liability for any forged, altered, unauthorized, unsigned, improperly endorsed, improperly encoded, or inaccurate transaction (subsequently referred to as an “error”) and the information in your Statement will be considered correct for all purposes if:
  - i. You do not notify us in writing within 30 days of the mailing date of the earliest periodic statement containing an error or
  - ii. Any checks or instruments are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of an electronic signature.
- e. You acknowledge that the time period for notifying us or making a claim under the Check 21 Act, with respect to a substitute check or an image of a substitute check, will be as set forth in the Check 21 Act.
- f. You agree to notify us in writing within 14 days of the date your Statement is usually mailed or made available by us if you do not receive or have a problem accessing a Statement. If you do not notify us, you will be deemed to have received the statement for all purposes.
- g. Statements will be provided to the fiduciary of any trust, custodial, or other fiduciary or representative account, and the requirements of this paragraph and its subsections will be binding with regard to Statement delivery.

#### **40. Contact Information**

You will promptly notify us in writing at the address provided in this Agreement or through your online banking account of any change of mailing address, telephone number, name change, email address, or other electronic address (“contact information”). In the absence of such written notice, any mail, disclosure, or notice to you at any address, forwarding address provided to us by the U.S. Postal Service, or email address shown by our records or any communication received from you will be deemed properly addressed, and unless otherwise provided by applicable law, constitute effective delivery of any communication we may be required to provide, regardless of receipt by you. If the contact information you provide to us is not correct, or has changed without notice to us, and we attempt to determine your new contact information, the Credit Union may charge a fee (as set forth in the Schedule) and discontinue sending any communications until verifiable information is provided.

#### **41. Inactive/Dormant Accounts**

If you have not made any transactions within the period of time specified in the Schedule, we may classify your account as inactive. An account is generally considered to be inactive when a state law requires such classification (e.g., abandoned property). Although having no obligation to

do so, we reserve the right to not classify a particular account as abandoned property if any account owner has other active accounts or services with us. Unless specifically prohibited by law, we may charge a fee (as set forth on the Schedule) for maintaining your inactive account. You authorize us to transfer funds from another account of yours to cover any applicable fees. Unless prohibited by law, we reserve the right to transfer your inactive or dormant account funds to a general Credit Union account and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

#### **42. Termination of Accounts and Services**

We, at our sole discretion, may terminate, limit, or restrict any of your accounts or services, place a freeze on any sums on deposit with us at any time without notice, or require you to close your account and apply for a new account if, per our assessment, we deem it necessary to protect the Credit Union from loss or perceived loss relating to any loan, account, or service you have with us or if you breach any terms under this Agreement or other agreements you have with the Credit Union.

We, on our own accord, may place a stop payment on any share draft item or transaction if we are notified or otherwise reasonably believe that any of the foregoing circumstances have occurred. If you do not accept any deposit or part of a deposit that we attempt to return after termination, then such deposit may no longer earn dividends.

You may terminate a single party account at any time by notifying us in writing. We have the right to require the written consent of all parties to a multiple party account for termination but may allow any owner to independently terminate an account.

#### **43. Residence outside the U.S., Its Possessions, or Territories**

We may require that all checking accounts and related services be closed or deactivated if you move your residence to a country or place outside the U.S., its possessions, or territories. You will have a period of thirty (30) days from the date you move to close or deactivate your checking account. Thereafter, the Credit Union may close your checking account and related services.

#### **44. Duty to Cooperate**

You have a duty to cooperate with us and any law enforcement or government agent with regard to any claim of fraud, forgery, unauthorized access, or any other Process or adverse claim.

#### **45. Membership Termination**

You may terminate your membership by giving us notice. Termination will not

release you from any fees or obligations you owe us, those incurred in the process of terminating your account services, or your liability on outstanding obligations 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 further transactions will be allowed.

#### **46. Death of Account Owner**

We may continue to honor all transactions on your account until we receive actual notice of death. After receiving actual notice, we may honor all transactions you authorized for a period of ten (10) days unless we are ordered not to do so by a person claiming an interest in your account. We can require any person claiming the funds in your account to indemnify us for any losses we may incur as a result of honoring their order. Upon the death of an individual account holder, all funds on deposit shall be paid according to the express beneficiary instructions, i.e. Payable on Death Beneficiary. If no express beneficiary is provided, survives the death of the last owner, or can be located via the information provided to the Credit Union by the owners, then all funds on deposit will be paid to the estate of the account holder. If there is no estate, then the Credit Union may, but has no obligation to do so, pay the funds to any person who is entitled, in the Credit Union's sole discretion, to receipt of said funds. The Credit Union may require satisfactory documentation be provided regarding any right, claim, or fact regarding any matter related or arising from the payment of funds hereunder. The Credit Union will have no further obligation or responsibility and you agree that we shall have no liability to you, your estate, or any heir, successor, or assign relating to the distribution of such funds pursuant to this Agreement. The payment of any funds is subject to our lien or other security interest; and all debts you owe to the Credit Union will be paid from the funds in your account before any payment is made to your estate or any heir, successor, or assign. In case of the death of a joint account owner, the deposits will be subject to additional provisions of this Agreement.

#### **47. Administrative Freeze**

You specifically agree that we have the right to place an administrative freeze on any joint or individual accounts to preserve the Credit Union's lien rights, to preserve our right of set off/off set, to comply with legal process, or otherwise without notice to any owner or other party.

#### **48. General Limitation on Credit Union Liability**

If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if, through no fault of ours: (1) your account does not contain enough money to make the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your negligence or another financial institution; or (4) the money in your account is subject to legal process or other claim.

We will not be liable for consequential damages, except liability for wrongful

dishonor. Our actions will constitute the exercise of ordinary care if such actions or non-actions are consistent with applicable federal and state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the area served by us. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict between oral representations by you or Credit Union employees and any written form will be resolved by reference to this Agreement and applicable written form. You agree that the person establishing any account with us is solely responsible for the structure and information provided for the account (e.g., owners name, Social Security or other Tax ID Number, trustee, custodian, etc.); and we provide no advice and make no representations regarding the structure of any account or other services. The Credit Union will not have any responsibility or liability to you or others relating to the dishonor or other return of any check, draft, ACH transaction, or other order occurring as a result of our exercising our lien rights or freezing any accounts in order to protect or preserve such rights, insufficiency of funds, or otherwise.

#### **49. Recording Conversations**

You understand and agree that for our mutual protection we may record any of our telephone conversations with you or any account owner.

#### **50. Information about Your Accounts and about You**

Generally, we will not disclose information to third parties about your account 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 including court appointed conservators, guardians, and fiduciaries; (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, or exchange collateral pledged to secure your obligations to us. You authorize and specifically grant us permission to provide verbally, 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, or exchange. To expedite such transactions for your benefit, you agree that we can rely on the representations made to us by third parties, and our duties to you hereunder do not require us to investigate or document a request for such information.

## **51. Costs, Expenses and Attorneys' Fees**

Except as provided for in the Arbitration and Waiver of Class Action Agreement provided herein, you and any other account owner or fiduciary shall be responsible, jointly and severally, to pay us for all costs and expenses, including attorney fees we may incur:

- a. If it is necessary for us to bring any legal or other action (other than arbitration) to collect any sum you owe the Credit Union.
- b. 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.
- c. If we incur any costs or expense as a result of any process or adverse claim, your failure to comply with any obligation in this Agreement, or otherwise.
- d. If we incur any expense as a result of any dispute, adverse, or inconsistent claims.
- e. If we bring any action (other than arbitration) contemplated in this Agreement.
- f. 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 account(s) or services with us.
- g. If we deem it necessary to seek the advice or opinion of legal counsel or other professionals regarding the bona fides or legality of any transaction(s) to/from your account or involving any services with us, or any request for information or documentation regarding any of your accounts and/or services with us.

If you are responsible to pay us any costs of collection or legal expenses incurred in collecting any amount you owe in enforcing or protecting our rights under this Agreement or otherwise, or as provided in this subsection, including but not limited to costs of repossession, repair, appraisal, and all other costs or expenses, you agree to pay us the actual amount of such costs and expenses together with reasonable attorney fees. Further, you agree to pay the Credit Union an additional sum for any costs, legal expenses, or attorney fees incurred in any appellate, bankruptcy, or post-judgment proceedings, except as limited or prohibited by applicable law. Any costs, expenses or fees hereunder will be paid from any of your accounts with the Credit Union before payment to any owner or other party. If the amounts in any of your accounts are not sufficient, then the owner(s) of the affected accounts or parties to any applicable services will immediately pay any difference.

## **52. Indemnity**

If you ask us to follow instructions that we believe might expose us to claims,

suits, losses, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require a bond or other protections. An example of the kind of protection asked for would be your promise to protect the Credit Union against any claims (an “indemnity”).

You represent and agree that you will perform all transactions, undertakings, and all of your obligations under this Agreement in accordance with all applicable laws and regulations. This includes, but is not limited to sanctions enforced by the Office of Foreign Assets Control (OFAC). You shall indemnify the Credit Union against any loss, liability, or expense (including attorney fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements.

### **53. Miscellaneous**

Section headings in this Agreement are for convenience of reference only and shall not govern the interpretation of any provision of this Agreement. If any law or judicial ruling renders any term or condition of this Agreement unenforceable, the remaining terms and conditions shall remain in full force and effect. We reserve the right to waive enforcement of any of the terms set forth in this Agreement regarding any transaction or series of transactions. Any such waiver will not affect our right to enforce any of our rights with respect to our members; or to enforce any of our rights with respect to other transactions with you. Any such waiver is not sufficient to modify the terms and conditions of this Agreement. Transactions involving a loan will not alter the terms or conditions of the loan agreement(s), but will remain subject to the terms and conditions of this Agreement when not inconsistent with the loan agreement. In the case of any conflict, the loan agreement will govern.

If there is a dispute between owners, fiduciaries, or any other parties claiming an interest in any account or transaction; if there is any dispute regarding ownership, entitlement, payment, an owner’s or fiduciary’s intent or instructions, or otherwise with regard to any account or any transaction; or if we receive inconsistent instructions or claims, we can in our sole discretion: (1) suspend or terminate the account and require a court order; (2) require an agreement in writing that we deem sufficient; (3) file an interpleader or similar action and pay any sums in dispute into a court or other appropriate entity; or (4) take such other action as we deem appropriate.

Our web site and the electronic services that we provide (excluding linked sites) are controlled by the Credit Union from its principal offices with the State of Arizona. While you may choose to access our web site and electronic services from other locations, we make no representation that any information, materials, or functions included in our web site or via our electronic service are appropriate or authorized for use in other jurisdictions. 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.

### **54. Additional Benefits/Card Enhancements**

The Credit Union may, from time to time, offer additional account services,

such as travel accident insurance, purchase rewards, or rebates, at no additional cost to you. You understand that the Credit Union is not obligated to continue or to offer such services and may withdraw or change them at any time.

## **55. Account Changes**

Changes to any account or account service requested by you can only be made with the express consent of the Credit Union. If a change to a multiple party account or service is requested, we may require that all multiple owners or fiduciaries indicate their consent by signing our document evidencing the change. The Credit Union, at 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.

## **56. Multiple Party Account**

Any or all owners or fiduciaries can make deposits or withdrawals regardless of contributions. To make withdrawals, an owner or fiduciary must have his or her signature on file with us. If only one owner has signed a Membership Application, the account may be treated as an individual account. Each owner or fiduciary guarantees the signature of all other owners or fiduciaries. We may accept orders, instructions, and requests for future services from any account owner or fiduciary. Any account owner or fiduciary may withdraw funds, stop payment of items, transfer, or pledge to us all or any part of the shares in any account and block, terminate, or discontinue any service without the consent of the other owners or fiduciary and we have no obligation to notify the other account owners or fiduciary of any pledge or other actions, orders or instructions by any owner or fiduciary. If there is a dispute between owners or fiduciary, if there is a dispute regarding ownership of an account or any deposit to an account by an owner or a party who we, in good faith, believe has a right to assert a claim or dispute (such as a personal representative of an owner), or if we receive inconsistent instructions, we can suspend or terminate the account and require a court order or require an agreement in writing concerning any transaction on the account. Each owner and fiduciary is jointly and severally liable for all returned items, overdrafts, or any other obligations owed to the Credit Union as a result of any transaction on a multiple party account, regardless of the drawer, user or authorized user who orders or causes said transaction.

We have the right to endorse any drafts, checks, or other orders for the payment of money made out to any of the owners. Once endorsed, we can deposit them in the multiple party account, or we can endorse them for deposit by using a stamp to show a general endorsement for the account. Each owner appoints the others as his or her agent to endorse, deposit, withdraw, cash, and conduct business for the account. Further, any owner or fiduciary may make requests for services or make elections related to a multiple party account; and as such requests or elections shall be binding upon all owners. Acting as an agent, any owner or owners can endorse a draft, check, or other payment order made out to any other owner or owners of the account and any owner may pledge to us the funds in any account to secure any joint or individual obligation to us. Once endorsed, the money can be taken in cash or deposited into the multiple party account. You agree that

any money in this account can be paid to any one or more of the owners. This payment can be made on the orders or instructions of any of the owners, whether or not the other owners are alive at the time of the payment. If we make a payment following these rules, you release us from liability.

### **57. Uniform Gifts to Minors Act / Uniform Transfer to Minor Act (“UGMA/UTMA”)**

The grantor, custodian, and beneficiary agree to the terms of this paragraph. If you have signed a Membership Application as custodian for a beneficiary under the UGMA and/or UTMA, your rights and duties are governed by that Act. We allow one custodian and one beneficiary per account. A custodian will not be allowed to pledge the account as collateral for a loan to the custodian. We have no duty to inquire into the use of any funds or purpose of any transaction by the account custodian. The account will be opened in the name of the beneficiary using the social security number of the beneficiary. Upon the death of the account custodian where no successor custodian has been named pursuant to applicable laws, we may place a hold on the account until we receive instructions from a person authorized by law to withdraw funds or an appropriate court order. Any successor custodian shall provide documentation required to evidence compliance with applicable laws to our satisfaction. It is agreed that funds deposited into such an account belong to the beneficiary. When the beneficiary is entitled to the funds, it is the responsibility of the custodian to make arrangements necessary to transfer the account proceeds to the beneficiary. If the beneficiary wishes to retain an account with us, the beneficiary can execute a new Membership Application and the authority of any custodian will be terminated.

### **58. Minors Accounts**

For any account established by or for a minor, we reserve the right to require the minor account to be a multiple party account with an owner who is the parent or appointed guardian under applicable state law who shall be jointly and severally liable to us for any account activity. We may require a minor to sign a Membership Application if the minor can sign his or her name, but may accept the representative signature of the minor’s parent or appointed guardian (e.g. Mary Doe by John Doe, father) on the Membership Application. The parent or appointed guardian must also sign the Membership Application. All parties to such an account acknowledge and agree that the minor’s parent or appointed guardian may make any and all transactions we allow on behalf of a minor. We may require a minor’s signature on the Membership Application before the minor can make an individual withdrawal on any account, but are not required to do so. We may make payments of funds directly to the minor without regard to his or her minority. Unless the parent or appointed guardian has signed the Membership Application and is a joint account owner, the parent or appointed guardian shall not have any right to access the account. We have no duty to inquire about the use or purpose of any transaction.

### **59. Custodial and Other Fiduciary Accounts**

The Credit Union may open other accounts pursuant to a court order or to facilitate your request for a trust, custodial, probate, or other acceptable

purposes. We make no representations and give no advice concerning any such accounts and may refuse to open any account or refuse to follow any instruction that may expose us to any expense or liability.

Any individual acting as an agent, guardian, personal representative, trustee, custodian, or in some other fiduciary capacity (“fiduciary”) must be designated to us as such on the Membership Application, as well as any other documentation we may require. We are authorized to follow the directions of any such fiduciary until we receive written notice that the authority is terminated and have had a reasonable time to act upon the notice. Further, you specifically agree that we are not liable for the misapplication of funds by your fiduciary.

## **60. Club Accounts**

If the Credit Union offers club plan accounts to help you save for holidays, vacations, or other purposes, you authorize the Credit Union to transfer the balance into your checking or savings account at the end of the club account period. This payment is a preauthorized transfer. If you withdraw funds during a period, we may require you to withdraw the entire balance and not allow additional deposits until the following club period. Club periods may be changed by the Credit Union from time to time.

## **ELECTRONIC SERVICES AND COMMUNICATIONS**

### **1. Agreement**

You specifically acknowledge 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 (“electronic records”). 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 or write us at the address or phone number provided at the end of this Agreement. You may also email us if you have established a secure Credit Union online account.

### **2. Electronic Signature**

You consent and agree that your use of a keypad, 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.

### **3. Electronic Records**

To facilitate electronic commerce and to reduce the expense of records storage, you acknowledge and agree that we may at our discretion store all records electronically; and that we will not retain and have no obligation to retain any original documents for any period of time. This applies to all documentation including but not limited to checks, transaction records, notes, mortgages, deeds of trust, and other loan and/or security documentation. You further acknowledge and understand that we will routinely destroy all original documentation. We may store records electronically via imaging, scanning, or other technology used in the financial services industry for the storage of documentation via internal processes or third-party processors that we approve for these services. You agree that such storage shall be secure, and further agree that such records shall for all purposes be recognized and admissible in evidence or otherwise to prove the agreements, rights, and obligations of the parties pursuant to any such records. You further agree that electronic records, and not the original documents, may be used in any legal proceeding.

### **4. Email and Electronic 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 email or other electronic communication that we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any email or other electronic communication; and may respond to an e-mail at either the address provided with the communication, the email address in your Membership Application, or any other application or written communication actually received by us.

Any account owner may change the email address to receive communications or other information from us at any time.

You consent and agree to authorize us, our agents, or other parties we authorize to send communications by electronic methods including offers for Credit Union products and affiliate or third party services.

Although having no obligation to do so, we reserve the right to require authentication of emails 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 acknowledge email communications that you send and we will not take action based on email requests until we acknowledge the communication and have a reasonable opportunity to act. We reserve the right to require any notices from you to be submitted to us in a non-email, written format, and we may refuse to send certain information through email 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 at the telephone number at the end of this Agreement.

## **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 websites. 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.

## **THE NATIONAL AUTOMATED CLEARING HOUSE ASSOCIATION (NACHA) AND FEDWIRE**

### **1. Rules Governing Wire Transfers and ACH Transactions**

We may accept on your behalf payments to your account that have been submitted by Fedwire and that are not subject to the Electronic Funds Transfer Act (Regulation E). Your rights and obligations with respect to such transfers shall be governed and construed in accordance with Regulation J, Funds Transfers through Fedwire. When an ACH is used as part of a transaction that does not involve Fedwire, the operating rules of the National Automated Clearing House Association (NACHA) will be applicable to the ACH transactions involving your account.

We may select any means for the transmission of funds we consider suitable, including but not limited to our own internal systems or systems offered through the Federal Reserve Banks, e.g. Fedwire, US Bank, or PCBB. Any use of Fedwire shall be governed by Fedwire regulations. The Credit Union is not responsible for the performance failure under any circumstance not within our control.

### **2. Provisional Payment Disclosure**

Credit given by the Receiving Depository Financial Institution (RDFI) to the Receiver with respect to credit entries subject to Uniform Commercial Code Article 4A (UCC 4A), is provisional until the RDFI has received final settlement through a Federal Reserve Bank or otherwise has received payment as provided in Section 4A-403(a) of UCC 4A, and if such settlement or payment is not received, the RDFI shall be entitled to a refund of the amount credited from the Receiver, and the Originator shall not be deemed to have paid the Receiver the amount of the entry.

### **3. No Requirement for Next Day Notice**

Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, Arizona Federal is not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to

notify you of the receipt of payments in the periodic statements we provide to you.

#### **4. Electronic Check (ECK) Conversion Transaction**

An ECK transaction occurs when you authorize a one-time EFT from your account using information from a check to initiate the transfer. An ECK can only be processed when it is authorized by you (e.g. ACH and Wire Transfers). You may initiate or receive credits or debits to your account through wire or ACH transfer. You agree that if you receive funds in this manner, we are not required to notify you at the time the funds are received. Instead, the transfer transaction will be shown on your periodic statement. We may provisionally credit your account for a transfer before we receive final settlement. We may reverse the provisional credit or you will refund us the credited amount if we do not receive final settlement. When you initiate a transfer, we may rely on the information you provide for the transfer as the proper identification information.

#### **5. Security Disclosure**

You and Arizona Federal shall comply with the security procedure requirements described in any ACH Agreement.

### **ELECTRONIC FUNDS TRANSFERS DISCLOSURE**

#### **1. Purpose**

An Electronic Funds Transfer (“EFT”) is an electronic transfer of money from one account to another either within the same financial institution or across multiple institutions using computer-based systems. An EFT can be initiated through an electronic terminal, telephone, online banking application for the purpose of debiting or crediting a member account. You agree to abide by this EFT Agreement, and all rules, regulations, and instructions of the Credit Union and the Networks relating to the use of any EFT service.

#### **2. Electronic Processing and Transactions**

The processing systems used for electronic transactions in the United States and by us, may require an EFT transaction to be effective / posted before we are open for business on the date scheduled for the EFT transaction. Therefore, you are responsible for ensuring your account has a sufficient available balance for a debit EFT transaction one business day prior to the date scheduled.

#### **3. Types of Electronic Funds Payments**

The EFT payment services we do or may offer are noted in this section. Some of these services may not apply to your account.



**a. Automatic Teller Machines (ATMs)**

The Credit Union may issue to you an access device for use at an ATM and personal identification number (PIN) to be used to make transactions including the withdrawal of cash, balance inquiries, and deposits to your account. Your access device can be used at ATMs displaying the name of the applicable Networks noted on your access device.

**b. Debit/Point of Sale (POS) Transactions**

Your debit card device is intended to let you purchase goods and services at selected retail outlets that accept such access devices or the Networks that appear on the debit card. These POS purchases will be deducted from your checking account.

At any POS or other electronic terminal, you may pay for goods and services up to the available balance in your designated checking account and any funds available under your approved overdraft protection plan or Overdraft Privilege service. A merchant is not required to receive prior authorization from us for every transaction you originate, and the merchant may request authorization for a dollar amount different from the actual transaction originated by you. You agree to maintain a sufficient available balance in your account to cover transactions and understand you are subject to overdraft fees (as set forth in the Schedule) if you fail to do so. Your ledger account balance is reduced when we receive the actual transaction from the merchant, which may be several days after you have originated the transaction. If we place a hold on your account funds for merchant requested authorizations, the hold will not prevent other transactions from reducing your account balance below any authorized amount.

**4. Preauthorized Transfer Services**

You can authorize EFT transactions without the use of an access device. These include payments on your loans with the Credit Union directly from your share or checking accounts; transfers between your share and checking accounts; transfers from your accounts to the accounts of other members; authorizations for others to make direct deposits to or withdrawals from your share or checking accounts for payroll, pension, social security, and other types of deposits or payments; or authorizations for others to transfer payments from your Credit Union accounts through ACH or other electronic means.

Such EFT transactions are solely between you and the other person or company. The Credit Union shall have no responsibility or liability to you for any such EFT transaction. You should exercise caution in providing authority and/or information for others to access your account. The authority or information you give to others 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 authorized by you.

**5. Telephone Transactions**

Telephone services are available as set forth in the “General Rules for Using TouchTone 24” section of this Agreement.

## **6. Online Banking Services**

The Online Account Access Agreement and associated disclosures are available from our website and from your online account.

## **7. Transfer Requests**

You authorize us to transfer funds in accordance with your request to and from your account with us, or to and from another institution. We may debit any of the accounts you designate as a source of payment for funds transfers and any related fees and service charges. We will have no obligation to accept or execute any payment order if: (1) the account from which it is to be made does not contain sufficient available funds; (2) the payment order is not authorized or does not comply with applicable security procedures; or (3) if acting in good faith we have reasonable cause for rejecting the payment order.

## **8. Persons Authorized to Make Transfers**

You agree that you and those you authorize to transact on your account may initiate, request, cancel, amend, or verify transfers on your account. We may rely on the authority of any person designated by you or any joint owner until we receive written notice revoking or modifying that authority.

## **9. Cancellation or Amendment of Transfer Request**

You may not be able to cancel or amend a request after we receive it. However, we may, at our sole discretion, use reasonable efforts to act on your request for cancellation or amendment. We shall have no liability if such cancellation or amendment is not affected. Furthermore, you agree to indemnify and hold us harmless from any and all liabilities, costs and expenses we may incur in attempting to cancel or amend any transfer.

## **10. International Service Assessment (ISA)**

### **a. Foreign Currency Conversion ISA**

If you effect or authorize a transaction with your Visa card in a currency other than United States dollars, Visa will convert the charge into a United States dollar amount. Visa will use either a government mandated exchange rate or a wholesale exchange rate, as applicable. This rate may differ from the rate in effect on the date of the purchase or the date the transaction is posted to your account. A foreign currency conversion ISA, as disclosed in the Schedule, will be applied to the transaction that is converted from foreign currencies to United States dollars and will be identified on your periodic statement.

### **b. Cross Border ISA**

Regardless of whether a foreign currency conversion to United States dollars occurs, Visa will assess the Credit Union a per-transaction Cross

Border ISA. This assessment is applicable for transactions initiated in a foreign country, which are subsequently settled in the United States, and transactions initiated in the United States but ultimately settled in a foreign country. A Cross Border ISA, as disclosed in the Schedule, will be assessed to you for each of your transactions subject to these terms and will be shown separately on your statement.

### **11. Foreign Transaction Fees**

Foreign transactions include internet transactions initiated in the United States with a merchant who processes the transaction in a foreign country. If a foreign transaction fee is assessed for this type of transaction, the fee will be charged to your account.

### **12. Money Transfer Services (MTS)**

If you receive any transmittal amount from any MTS provider, you agree to limit the daily transaction amount to \$2,500. We may increase or decrease this limit from time to time or accept or decline any MTS request at our sole discretion or as allowed by regulation. Each transmittal amount sent will generally post within two business days after we receive the transmittal amount from the sender.

### **13. Making ATM Transactions**

Your PIN will allow you to identify yourself when making an ATM transaction. The presentation of your access device together with the input of your PIN constitutes your authorization for the Credit Union to accept your transactions. You agree to follow all instructions for use of ATMs accessible by your access device.

### **14. 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, as they are non-transferable.
- b.** You agree not to reveal your PIN/Password(s) to another person or 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 and to maintain your access devices with maximum security.
- c.** 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.
- d.** You agree to use caution when using any ATM or other electronic terminal or access 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 assumes the risk of nighttime use of any ATM or other electronic terminal location or other electronic banking device.

- e. Only one access device may be issued to any account owner.
- f. 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.
- g. 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.
- h. The Credit Union reserves the right to add or delete ATM or other electronic terminal locations or other electronic banking devices, as it deems necessary.
- i. 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.
- j. The Credit Union reserves the right to make any changes in the daily withdrawal limits it deems necessary.
- k. 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.
- l. The Credit Union cannot stop payment on any point-of-sale transaction.
- m. You agree that by acceptance or use of an access device or other EFT 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.
- n. You will not obtain any access device to make transactions on your accounts with us that is not issued or approved by us.
- o. Merchants and others who honor the 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.
- p. You understand that you must keep your share and share checking account open in order to access electronic transaction services.

## **15. Termination and Revocation**

Any access device issued by the Credit Union may be revoked without notice to you if we deem it appropriate to do so because of loss, potential loss, or other account/access device misuse. The Credit Union reserves the right at any time to terminate your right to make transactions. If notification is required by law, notice will be mailed to you at the address shown on your member account record. It is the obligation of each member to maintain a current mailing address with us.

## **16. Transaction Fees**

You are allowed to initiate transactions at any ATM owned by the Credit Union. 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. An insufficient funds fee will be automatically debited from your share or checking account for any transaction that 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.

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.

## **17. General Rules for Using TouchTone 24 (“TT24”)**

- a.** The Credit Union will provide the means for you to select a TT24 Personal Identification Number (PIN) to be used to make transactions through our TT24 service. You cannot use this service without your TT24 PIN. Your TT24 PIN is not transferable.
- b.** You can use TT24 to make inquiries on your accounts, initiate funds transfers, request check withdrawals, change your TT24 PIN, and other transaction types. You may transfer funds by telephone from your basic savings account 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 “Regulation D Withdrawal Restrictions” section of this Agreement.
- c.** You agree that the general rules for using your access device apply to your use of TT24 and your TT24 PIN, including, but not limited to, your responsibility for the security of your TT24 PIN.
- d.** Withdrawals from your share savings account through TT24 are not included in the maximum number of withdrawals allowed per month. Such withdrawals will be made payable and mailed to the account owner by check.
- e.** We reserve the right to discontinue your access to TT24 at any time without notice.
- f.** TT24 is available for your convenience twenty-four (24) hours a day, seven (7) days a week.

## **18. Service Limitation**

- a.** We may reduce the limit for point-of-sale 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, at our sole discretion, deem it in the best interest of the Credit Union.
- b.** We do not guarantee that everyone will honor your access device, and we have no obligation to you if anyone refuses to accept your access

device or otherwise fails to provide any services made available to you by the Credit Union.

- c. 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 Funds Availability Disclosure section to determine the availability of funds deposited at ATMs.

## **19. 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 ATM or a point-of-sale terminal.
- b. **Direct Deposits.** If you have arranged to have direct deposits made into your account at least once every sixty (60) days from the same person or company, the person or company making the deposit should tell you every time they send us the money. You can view deposits in your online account, mobile app, or call us at the telephone number to find out whether a deposit has been made.

## **20. Notice When Amount of Preauthorized Payments Vary**

If you preauthorize 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. You must fill out an appropriate agreement with the Credit Union authorizing such payments.

## **21. 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. Your account does not have sufficient available balance to cover the transaction through no fault of ours.
- b. The transaction exceeds your overdraft protection of Overdraft Privilege limits.
- c. The ATM 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.

## **22. Information Disclosure**

We will disclose information to third parties about your account or the transactions you make:

- a. When it is necessary for completing transactions.
- b. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
- c. In order to comply with government agency or court orders.
- d. If you give us your written permission to discuss this information.

## **23. Business Day Disclosure**

Every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit during posted business hours on a business day, we will consider that day to be the day of your deposit. Transactions received after business hours or on non-business days will be processed the next business day. Our system may accept loan payments after the business day cut-off through your online banking account, but we reserve the right to use an effective date of the next business day for transactions received after posted business hours. Online banking services may be interrupted for a short time each day for data processing.

## **24. In Case of Errors or Questions about your Electronic Transfers**

Contact us at the telephone number or write us at the address listed in this Agreement or on your monthly statements if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement containing the alleged incorrect information, and you must provide us with the following information:

- a. Tell us your name and account number,
- b. Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information,
- c. Tell us the date of the transfer, and
- d. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your claim in writing within ten (10) business days.

We will tell you whether an error occurred within ten (10) business days after we hear from you, and will correct any error promptly. If we need more time, we may take up to forty-five (45) days to investigate your claim. If we decide to do this, we will provisionally credit your account within ten (10) business days of receiving your notice, and will inform you within two (2) business days of the provisional credit so that you will have use of the money during the time it takes to complete our investigation.

If we ask you to put your claim in writing and we do not receive it within ten (10) business days, we may not provisionally credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question.

For new accounts, we may take up to twenty (20) business days to provisionally credit your account for the amount you think is in error. We will tell you the results within three (3) business days after completing our investigation. If we decide there is no error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation.

## **25. Liability for Unauthorized Transactions**

Tell us AT ONCE if you believe your ATM access device (meaning all Card Devices used at the ATM) or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. Telephone us at the telephone number or write to us at the address listed in this Agreement. If you do not tell us, you could lose all the money in your account (plus your maximum overdraft protection or Overdraft Privilege limit). If you tell us within two (2) business days, you can lose no more than \$50.00 if someone used your ATM access device and PIN without your permission.

If you do not tell us within two (2) business days after you learn of the loss or theft of your ATM access device and we can prove we could have stopped someone from using your ATM access device if you had told us, you can lose as much as \$500.00.

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.

## **26. Special Notice to VISA Check Cardholders**

If there is an unauthorized use of your VISA check/debit card or an Internet transaction, and the transaction takes place on the VISA Network, then your liability will be zero (\$0.00). This provision limiting your liability does not apply to either VISA commercial cards or ATM cash disbursements. Additionally, your liability with respect to unauthorized transactions may be greater than the zero (\$0.00) liability limit, to the extent allowed under law, if the Credit Union reasonably determines from evidence that you were negligent or fraudulent in the handling of your account information or access device. In any case, to minimize your potential liability you should notify us of any unauthorized use no later than 60 days after your statement was mailed to you.

Also, if your statement shows transactions that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as extended travel or hospitalization) kept you from telling us, we may extend these time periods.



## **27. Peer to Peer, Person to Person, or P2P App Disputes**

Money sent through funds transfer services or payment apps that are linked to debit or credit cards are considered “cash transfers” and are not subject to Visa dispute resolution rules. This includes disputes such as non-receipt of goods/services or not as expected, funds sent to the wrong person or funds sent as a result of a fraudulent scam. Such disputes need to be resolved through the payment app provider. Visa dispute rules only apply to direct transactions between cardholders and merchants authorized to accept Visa cards for payment. If you have not authorized, participated, or provided your card information for a funds transfer, you may file a fraud dispute with the credit union for investigation.

## **28. Reporting A Lost Card, PIN, or TT24 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 or write us at the telephone number or address listed in this Agreement. If you recover your access device after you have notified us, **DO NOT USE IT.**

## **29. Account Updating Service**

The card processing network (e.g. Visa, Mastercard) in which we participate has an account updating service in which your card/access device is automatically enrolled. When your card(s) expire, are lost or stolen and new cards are issued, the service may update your card data such as card numbers and expiration dates to the processing network’s database. Participating merchants to whom you have authorized recurring payments may access this database in an attempt to facilitate uninterrupted processing of your recurring charges. Updates are not guaranteed to be made before your next payment is due and not all merchants participate in the service; it is your responsibility to make your payment until recurring payments can be resumed. This service is provided as a no-cost benefit to you. Arizona Federal has no responsibility for the accuracy or timeliness of the account updating service or its database. If at any time you wish to opt-out of the account updating service, please contact us.

## **FUNDS AVAILABILITY DISCLOSURE**

This disclosure applies to all transaction accounts, including checking accounts.

Funds availability refers to the amount of any deposit that is available for you to use. For certain types of deposits, as described below, the full amount of the deposit may not be immediately available to you.

Even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other unforeseen issue involving your deposit.

## **1. The day funds become available**

Funds availability is determined by counting 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 in person during posted business hours Arizona observed time, on a business day that we are open, we will consider that day to be the day of your deposit for purposes of calculating when your funds will become available. However, if you make a deposit after posted business hours or on a day we are not open, we will consider that deposit made on the next business day we are open.

## **2. Funds you deposit by check.**

Check deposits may be delayed for a longer period under the following circumstances. 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. Funds will generally be available no later than seven business days after the day of your deposit.

- a. We believe a check you deposit will not be paid.
- b. You deposit checks totaling more than \$5,525.00 on any one day.
- c. You redeposit a check that has been returned unpaid.
- d. You have had a negative balance (or would have had a negative balance if items were paid) repeatedly within the preceding six (6) month period.
- e. There is an emergency, such as failure of computer or communications equipment.

## **3. Deposits you send by mail**

Mailed deposits are considered deposited on the business day the mailed deposit arrives at the Credit Union if the deposit arrives by the business day cut-off time.

## **4. Cash and wire transfers**

Although cash and wire transfers generally have immediate availability, these deposits are subject to special rules for new accounts.

## **5. Funds transferred by ACH or wire**

Funds that you transfer to your Credit Union account from your account held at another financial institution may not be available for a subsequent transfer to another financial institution until the third business day after the day we receive the deposit.

## **6. Deposits at Shared Branching Locations**

The availability of deposits at Credit Union branches or Shared Branches is based on the Credit Union's policies, and not those of a Shared Branch location.

## **7. Paper Check Deposits**

Deposits of paper checks will not be available until the second business day after the day of deposit. The first \$225.00 of your deposits, however, will generally be available no later than the first business day after the day of deposit, and usually immediately.

## **8. Checks Drawn on Other Financial Institutions**

If we cash a check for you that is drawn on another financial institution, we may restrict the availability of an equal amount of funds that are already in your account or another account you have with us. The availability of those funds will generally be available the business day following the day the check was cashed.

## **9. Right to Extend a Hold by One Business Day**

We reserve the right to extend a deposit hold by one business day. If we do this, an additional \$450.00 will be available for withdrawal by cash or similar means on the date funds would have otherwise been available for withdrawal.

## **10. Foreign Checks**

Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure.

Generally, the availability of funds for deposit of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which it is drawn.

Foreign checks with no routing numbers and payable in foreign currency are not accepted for deposit. These items must be sent as a collection item. Only foreign checks payable through a U.S. bank with routing numbers and payable in U.S. dollars will be available subject to the schedule described in this section.

## **11. Funds Availability Schedule**

The following types of deposits will usually be made available as noted. Exception and new account holds apply. The Credit Union reserves the right to make deposited amounts available sooner than noted, but has no obligation to do so.

<b>When the deposited item is:</b>	<b>And the deposit is:</b>	<b>Then the availability of funds is:</b>
Cash On-us Checks	> Made in person to an employee > Made otherwise	Same day
Local Checks	> Amounts up to \$5,525  > Amounts over \$5,525	> 1 <sup>st</sup> \$225 next business day, remainder available 2 <sup>nd</sup> business day after the day of deposit > See large deposit exception hold
Electronic Payments	> Pre-authorized payments: Direct Deposit, ACH, wire transfer	> Same day: The day funds are collected
<b>Amounts up to \$5,525:</b> Federal Reserve Bank Check Federal Home Loan Bank Check Cashier's, Certified, or Teller's Checks U.S. Treasury Check U.S. Postal Money Order State or local Government Checks	> Deposited in person, and deposited into the named payee's account > Not deposited in person, and > Deposited into the named payee's account  > Deposited into account other than the named payee's account	> Next business day  > 1 <sup>st</sup> \$225 next business day, remainder 2 <sup>nd</sup> business day after day of deposit
ATM Deposits	> Deposits at proprietary (owned by credit union) ATM  > Deposits at a non-proprietary (not owned by the credit union) ATM	> First \$225 available immediately, remainder available 2 <sup>nd</sup> business day after the day of deposit  > 5 <sup>th</sup> business day after the day of deposit
<b>Exemption Holds</b>		
Large Deposit	> Aggregate amounts over \$5,525	> 1 <sup>st</sup> \$225 available next business day, \$5,000 available 2 <sup>nd</sup> business day after the day of deposit, remainder available 7 <sup>th</sup> business day after the day of deposit
Redeposited checks-returned unpaid once already  Repeated overdrafts-overdrawn 6 or more banking days in 6 months  Reasonable cause to doubt collectability  Emergency conditions (computer failure, severe weather)	> Any Amount	> 1 <sup>st</sup> \$225 available next business day, remainder available 7 <sup>th</sup> business day after the day of deposit
New Accounts During First 30		
ATM Deposits	> Deposits at proprietary (owned by credit union) ATM  > Deposits at a non-proprietary (not owned by the credit union) ATM	> 1 <sup>st</sup> \$225 available immediately, remainder available 2 <sup>nd</sup> business day after the day of deposit  > 5 <sup>th</sup> business day after the day of deposit
Cash	> Deposit made in person to an employee  > Otherwise	> Same day > 2 <sup>nd</sup> business day after the day of deposit

Local Checks	> Any deposit method	> 7th business day after the day of deposit
Electronic Payments	> Pre-authorized payments: Direct Deposit, ACH, wire transfer	> Same day funds collected > Next business day
U.S. Postal Money Orders Cashier's, Teller, Certified Checks Checks Drawn on Federal Reserve Bank State and Local Government Checks Traveler's Checks U.S. Treasury Checks	> Deposited into named payee's account > Amounts up to \$5,525 > Amounts over \$5,525	> Next business day > 7th business day after the day of deposit

## TRUTH-IN-SAVINGS ACT DISCLOSURE

### 1. Savings, Money Market and Checking Accounts

- a. **Rate Information.** The dividend rate and Annual Percentage Yield (APY) on your accounts are set forth in the Schedule provided with this Agreement. The dividend rate and APY may change each dividend period as determined by the Credit Union's Board of Directors.
- b. **Compounding and Crediting.** Dividends will be compounded and may be credited as set forth in the Schedule. The Dividend Period (Period) for each of your accounts is set forth in the Schedule. The Period begins on the first calendar day of the Period and ends on the last calendar day of the Period. If your account is closed or you make a withdrawal during a Period before dividends are credited, you may not receive accrued but un-credited dividends.
- c. **Balance Information.** Any minimum deposit to open an account, and the minimum average daily balance you must maintain to avoid fees and to earn the annual percentage yield stated for your account is set forth in the Schedule. Dividends are calculated by the average daily balance method, which applies a periodic rate to the average daily balance in your account for the Period. Adding the balance in your account for each day of the Period and dividing that figure by the number of days in the Period calculates the average daily balance.
- d. **Accrual of Dividends.** Dividends will begin to accrue on the business day we receive provisional credit for the deposit of non-cash items (e.g. checks) to your account. Dividends will begin to accrue on cash deposits on the business day you make the deposit to your account.
- e. **Dividend Earnings Restriction.** The Credit Union reserves the right to, and you expressly agree that we may, restrict share balances and the Credit Unions' payment of share dividends or other earnings on any and all accounts, including share certificates and individual retirement accounts (IRAs), if you breach this Agreement or any other agreements with us. A breach includes, but is not limited to, a default or delinquency with regard to any loan or share account balance.

## 2. Share Certificate and IRA Certificate Accounts

- a. **Rate Information.** The Dividend Rate and Annual Percentage Yield on your accounts are stated in the Schedule and/or your Term Share Certificate. The Annual Percentage Yield reflects the dividends to be paid on your accounts based on the dividend rate and the frequency of compounding for an annual period. For Fixed Rate Share Certificate and Fixed Rate IRA Certificate Accounts the dividend rate and annual percentage yield are fixed and will be in effect for the term of the account. For Variable Rate Share Certificate and Variable Rate IRA Certificate Accounts the dividend rate and annual percentage yield are variable and may change each dividend period based on the determination of the Credit Union's Board of Directors. The annual percentage yield assumes that dividends will remain on deposit until maturity. Any withdrawals will reduce your earnings.
- b. **Compounding and Crediting.** Dividends will be compounded and credited as set forth in the Schedule. The Dividend Period (Period) for each account is set forth in the Schedule. The Period begins on the first calendar day of the Period and ends on the last calendar day of the Period..
- c. **Minimum Balance Requirements.** The minimum opening deposit required to open any Term Share Certificate Account is set forth in the Schedule. You must maintain a daily balance equal to or greater than the minimum opening deposit to earn the annual percentage yield and avoid any service charges set forth in the Schedule.
- d. **Balance Computation Information.** Dividends are calculated by the Daily Balance method, which applies a daily periodic rate to the balance in your account each day.
- e. **Accrual of Dividends.** Dividends will begin to accrue on the business day you deposit noncash items (e.g. checks) to your account. Dividends will begin to accrue on cash deposits on the business day you make the deposit to your account.
- f. **Transaction Limitations.** In addition to any other applicable limitations described in this Agreement, after a Certificate is opened, you may not make deposits into the account before maturity. After an IRA Certificate Account is opened, you may make additional deposits into the account before maturity; however, your deposits may not exceed the maximum allowed pursuant to applicable laws or as set forth in the Schedule in any single calendar year.
- g. **Maturity Date.** Your account will mature on the date stated in your Certificate or any Renewal Notice the Credit Union provides to you.
- h. **Early Withdrawal Penalties.** You have agreed to leave the principal of this account on deposit for the full term stated on your Certificate deposit receipt. If all or part of the principal is withdrawn before the maturity date, the Credit Union may charge you a penalty. Withdrawal of the principal amount of your Certificate may be made only with the consent of the Credit Union. Unless stated otherwise, withdrawals made within the first six (6) days of a new certificate will be penalized minimum of seven (7) days of dividends on the withdrawn amount. Additional penalties apply; refer to the Schedule or terms stated in your Certificate. The penalty may be calculated at the rate paid on the deposit. The penalty will, if necessary, be taken from the principal amount of the deposit. The Credit Union may grant a premature withdrawal request without penalty or with a reduced

penalty in the event of the owner's death or legal incompetence; or if your account is an IRA account and the account is revoked within seven (7) days after the IRA Disclosure Statement is received; or when the account is an IRA account and the owner is over the age of 59 ½ and taking a Normal Distribution payable to themselves, or is disabled as defined under federal tax code section 72(M)(7). Penalties are not waived for the death of a fiduciary such as a trustee, business agent, or custodian. The Certificate balance at maturity, which may include dividends paid during the prior term, will be considered the principal balance of the renewed Certificate.

- i. **Renewal Policy.** Unless you instruct the Credit Union otherwise, your Certificate will automatically renew at maturity. You will have a grace period of ten (10) business days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty. However, the Credit Union reserves the right to give the owner written notice that the account will be renewed as a different Certificate type or that the account will not be renewed. In the latter case, upon maturity, the account will be converted to a regular share account and receive earnings at the rate then paid on regular share deposits. The rate of earnings for any renewal terms shall be at the rate the Credit Union is then offering on the same accounts in this class. If you instruct us not to renew your account, then no dividends will be paid after the stated maturity date.
- j. **Partial Withdrawal.** No partial withdrawal will be permitted at any time that would result in a principal balance of less than the required minimum opening deposit.

## **COMMON FEATURES OF ALL ACCOUNTS**

### **1. Nature of Dividends**

The Credit Union pays dividends from current income and available earnings, after required transfers to reserves at the end of the dividend period; thus, dividends are not guaranteed. The Dividend Rate and Annual Percentage Yield set forth in the Schedule are prospective rates and yields the Credit Union anticipates paying for the applicable dividend period.

### **2. National Credit Union Share Insurance Fund**

Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund.

### **3. Limitations on Maximum Shares Held by One Member**

The Credit Union's Board of Directors may limit the maximum amount of shares one Member may hold by resolution, which they may set or change from time to time.

### **4. Transfer and Assignment**

Ownership of an account is not transferable without the written consent of the Credit Union. Subject to approval by the Credit Union, joint owners may request in writing to surrender their ownership rights to an account. The Credit Union may, before giving its consent, use any of the funds in

this account to repay any debt due it from any named account owner. Your accounts may be pledged to secure your existing or future obligations owed to this Credit Union.

## **5. Fees and Charges**

The fees and charges set forth in the Schedule may be assessed against your account(s).

## **6. Par Value Requirements**

The Par Value of a membership share, which must be fully paid to become a Member or maintain membership, or to receive and maintain any accounts or services with us, is set forth in the Schedule.

## **7. Transaction Limitation on All Accounts**

No Member may withdraw any amount on deposit below the amount of their primary or contingent liability to the Credit Union if they are delinquent as borrower, co-borrower, or guarantor, without the Credit Union's written permission.

Further, if your accounts are pledged to us to secure any loan obligation, then you must pay, or, with our permission, renew the loan before any principal or dividends may be withdrawn or transferred. If we allow you to renew a loan secured by such a pledge, you may be required to renew any pledged account, or leave the funds on deposit with us until the loan is paid or we specifically release the funds

## **ARBITRATION AGREEMENT WITH WAIVER OF CLASS ACTION**

You<sup>1</sup> and the credit union agree that we shall attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts, or the products or services the credit union has provided, will provide or has offered to provide to you, and/or any aspect of your relationship with the credit union (hereafter referred to as the "Claims"). If that cannot be done, then you agree that any and all Claims that are threatened, made, filed, or initiated shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at [www.adr.org](http://www.adr.org). Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim, by: a) making written demand for arbitration upon the other party, b) initiating arbitration against the other party, or c) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS ACCOUNT AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT).

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<sup>1</sup> In this Arbitration Agreement with Waiver of Class Action, the term "you" means you, the member of Arizona Federal Credit Union. The terms "us", "we", or "credit union" means Arizona Federal Credit Union.



This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf. This Arbitration Agreement shall not apply to claims that are initiated in or transferred to small claims court.

**a. Selection of Arbitrator**

The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules, and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, and if you and we do not agree on a substitute forum, then you can select the forum for the resolution of the Claims.

**b. Arbitration Proceedings**

The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The Arbitrator shall be entitled to award the same remedies that a court can award, including any kind of injunctive relief that could be awarded by a court. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed. The credit union shall pay for any filing, administration, and arbitrator fees imposed on you by the AAA. However, you will be responsible for your own attorneys' fees, unless you prevail on your Claim in the arbitration, in which case, we may pay your attorneys' fees if so awarded by the Arbitrator. Conversely, if the credit union prevails, then you may be required to pay its attorneys' fees and costs if so ordered by the Arbitrator. Nothing contained in this Arbitration Agreement shall prevent either you or the credit union from applying to any court of competent jurisdiction for emergency provisional relief, such as a temporary restraining order, a temporary protective order, an attachment, or any other pre-judgment remedies.

Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.

**c. Class Action Waiver**

ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.

**d. Severability Applicable to this Arbitration Agreement**

In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable. FOR MORE DETAILS or if you have questions, you may call us. If you have questions about AAA procedures, you should check AAA's website, [www.adr.org](http://www.adr.org), OR call AAA at 800-778-7879.

**PRIVACY POLICY**

Rev. 4/1/15

<b>FACTS</b>		<b>WHAT DOES ARIZONA FEDERAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?</b>
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.	
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>&gt; Social Security Number and Income</li> <li>&gt; Account Balances and Payment Information</li> <li>&gt; Credit History and Credit Scores</li> <li>&gt; Transaction or Loss History and Account Transactions</li> </ul>	
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Arizona Federal Credit Union chooses to share member information; and whether you can limit this sharing.	
<b>Reasons we can share your personal information</b>	<b>Does Arizona Federal share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes</b> - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No

<b>For our marketing purposes</b> - to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes</b> - information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> - information about your creditworthiness	No	We do not share
<b>For our affiliates to market to you</b>	No	We do not share
<b>For non-affiliates to market to you</b>	No	We do not share

What we do	
How does Arizona Federal Credit Union protect my personal information?	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>We also use web-browsing “cookies” for security and privacy purposes.</p>
How does Arizona Federal Credit Union collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>&gt; Open an account or make deposits or withdrawals from your account</li> <li>&gt; Pay your bills or apply for a loan</li> <li>&gt; Use your credit or debit card</li> </ul> <p>We also collect your personal information from others, such as credit bureaus and affiliates. We also collect your personal information from other companies.</p>

Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>&gt; Sharing for affiliates' everyday business purposes - information about your creditworthiness.</li> <li>&gt; Affiliates from using your information to market to you.</li> <li>&gt; Sharing for non-affiliates to market to you.</li> </ul>
<b>Definitions</b>	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies. For example:</p> <ul style="list-style-type: none"> <li>&gt; Western States Financial Group, LLC; and/or Members' Auto Center</li> <li>&gt; Arizona Federal Insurance Solutions, LLC; The ArizonGroup, and/or Members' Insurance Center</li> </ul>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>&gt; <i>Arizona Federal Credit Union does not share with non-affiliates so they can market to you.</i></li> </ul>
Joint Marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>&gt; <i>Insurance Companies</i></li> <li>&gt; <i>Broker/Dealers</i></li> </ul>
<b>Other important information</b>	
<p>Arizona Federal Credit Union reserves the right to modify, change, or amend this Privacy Policy at any time without notice other than as required by applicable law.</p>	
<b>Questions?</b>	Call 602-683-1000 or toll-free 800-523-4603.







**To Report a Lost or Stolen VISA® Card After Hours**

602-683-1000

Direct All Other Reports, Requests and Inquiries to:

Arizona Federal

P.O. Box 60070

Phoenix, AZ 85082-0070

602-683-1000 or 800-523-4603

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