

BUSINESS MEMBERSHIP & ACCOUNT AGREEMENT



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AMERICA FIRST FEDERAL CREDIT UNION BUSINESS MEMBERSHIP & ACCOUNT AGREEMENT

This Business Membership & Account Agreement ("Agreement") is the contract of deposit, which covers your and our rights and responsibilities concerning Membership and Account(s) offered to you. In this Agreement, the words "you" and "yours" mean those who sign the Business Membership Application and Ownership Designation ("Membership Application") or approve an electronic application. The words "we," "us," "our," and "it" mean America First Federal Credit Union ("Credit Union"). The word "account" means any one or more deposit accounts you have at the Credit Union.

By signing the Membership Application or completing and transmitting an online account authorization or service request that is a part of the Agreement, or by establishing and using this account, each of you, jointly and severally, agree to the terms and conditions in this Agreement, including the Funds Availability Policy, Electronic Services Agreement, Business Electronic Services, Automated Clearing House (ACH) Origination Service, Business Remote Deposit Service, Wire Transfer Service, and Privacy Policy (Agreement) www.americafirst.com/privacy, and the Business Truth-in-Savings Disclosures ("Business Rate and Fee Schedule") accompanying this Agreement, any account receipt, the Credit Union's Bylaws and Policies, and any amendments which collectively govern your membership and accounts. You agree that additional accounts and services you request in the future will be governed by this Agreement, as amended from time to time.

IMPORTANT INFORMATION ABOUT OPENING NEW ACCOUNTS.

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

BUSINESS MEMBERSHIP AND ACCOUNTS

- 1. Membership Eligibility.** To be eligible for membership, you must be an individual or entity qualifying within the Credit Union's field of membership, have a valid Social Security Number (SSN) or Tax Identification Number (TIN), and must purchase and maintain minimum shares as required by the Credit Union's Bylaws. You authorize us to check your account, credit and employment history, and obtain a credit report from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services we may offer or you request from time to time. If the owner of an account uses the account for any business or commercial transaction or purpose, you represent and agree the account is a business account for all purposes of and services provided in this Agreement.
- 2. Business/Organizational Account Ownership and Authority.** The classification and form of ownership of your accounts are designated on your Membership Application. You agree to notify the Credit Union of any change in authority. The Credit Union may rely on the written authorization until such time as the Credit Union is informed of changes in writing and has had a reasonable time to act upon such notice. The Credit Union shall have no notice of any breach of fiduciary duties arising from a transaction by any agent of the account owner, unless the Credit Union has written notice of any wrongdoing.
 - a. Business Name.** The account name designated on the Membership Application is the complete and correct name of the business.
 - b. Business Account Owner(s).** The name(s) listed on the Membership Application is the complete and correct name of the business owner(s).
 - c. Authorized Signers.** The listed officers, authorized agents, or trustees, as applicable, presently occupy the positions shown on the Membership Application and are authorized by the account owner(s) to transact business on behalf of the business.
 - d. Authority.** The individuals signing the Membership Application certify and agree that the owner's accounts will be governed by the terms set forth in this Agreement, as amended from time to time. The Credit Union is directed to accept and pay without further inquiry any item drawn against any of the owners' accounts at the Credit Union. Unless otherwise indicated, any one (1) authorized signer is expressly authorized to endorse all checks, overdrafts, notes and other items payable at the Credit Union, and to execute such other agreements and to perform such other acts as they deem reasonably necessary to carry out the provisions of this Agreement. The authority given to authorized signers shall remain in full force until written notice of revocation is delivered to and received by the Credit Union. Any such notice shall not affect any items in process at the time notice is given. An authorized officer, trustee, or agent of the account owner will notify the Credit Union of any change in the Account Owner 's composition, assumed business names, or any aspect of the entity affecting the deposit relationship between the account owner and the Credit Union. The account owner agrees that the Credit Union shall not be liable for any losses due to the account owner's failure to notify the Credit Union of such changes.
 - e. Guaranty of Member Liability.** In consideration of establishing any business account and providing services to the Member, each member representative, jointly and severally, unconditionally guarantees and promises to make full and

prompt payment to Credit Union of all indebtedness, liabilities, costs and expenses including attorneys' fees arising from such business account and services and collection upon the account of the Member. This guaranty obligation shall continue as long as this Agreement is in force and regardless of any change in member representative's authority to act on the account or ownership of Member. Each member representative waives any right to require Credit Union to: (a) make notice of any nonpayment of Member's indebtedness or of any collateral thereto and notice of action or nonaction; or (b) proceed directly and at once against the Member. Each member representative's liability will be enforceable against both the separate and community property of member representative whether now owned or hereafter acquired.

- 3. Sole Proprietorship Accounts.** A sole proprietorship account is an account owned by the member. If the account is an individual account, the interest of the deceased individual owner will pass, subject to applicable law, to the decedent's estate. If the account is owned by two or more persons the account is a joint account. Any account in which you request joint ownership with another party will be an individual account until the Credit Union receives a Membership Application signed by the joint owner, at which time the account will be a jointly owned account and the joint ownership rights will apply. If your account is a joint account, the account is owned as a joint account with rights of survivorship. Upon the death of one of the joint account owners, that person's interest will become the property of the surviving joint account owners. Any joint account owner is authorized and deemed to act for the other owner(s). The Credit Union may accept orders and instructions regarding the account and requests for future services from any account owner. Each account owner guarantees the signature of the other owners. Any account owner may withdraw all funds in the account, stop payment on items drawn on an account, withdraw, or pledge all or any part of the shares of any account, without the consent of the other account owner(s) and the Credit Union shall have no duty to notify any other joint account owner(s). If the Credit Union receives written notice of a dispute between account owners or receives inconsistent instructions from them, the Credit Union may suspend or terminate the account, require a court order to act, or require that all joint account owners agree in writing to any transaction concerning the account. If any item deposited in a joint account is returned unpaid or an account is overdrawn, or if we do not receive final payment on any transaction, each of the account owners is jointly and severally liable to the Credit Union for the amount of the returned item, overdraft, or unpaid amount and any fees, regardless of who created the overdraft, deposited or cashed the item or benefited from the transaction. If any account owner is indebted to the Credit Union, the Credit Union may enforce its rights against any or all funds in the joint account regardless of who contributed the funds to the joint account.
- 4. Deposit Requirements.** Funds may be deposited to any account in any manner approved by the Credit Union, in accordance with the requirements set forth on the Business Rate and Fee Schedule. The Credit Union may require that third-party checks payable to a business or organization may not be cashed, but must be deposited to a business account. All accounts are non-assignable and nonnegotiable to third parties. You agree not to deposit any substitute check or similar item that you have created, or for which no financial institution has provided any substitute warranties and indemnity. If you do so, you agree to indemnify the Credit Union for all losses the Credit Union incurs in connection with the substitute check or item. You agree not to deposit any substitute check without our consent.

 - a. Endorsements.** You authorize the Credit Union, at its discretion, to accept transfers, checks, drafts, and other items for deposit into any of your accounts, whether or not they are endorsed by all payees. You authorize the Credit Union to supply missing endorsements if the Credit Union chooses to supply such endorsements. The Credit Union reserves the right to verify all endorsements on third party checks presented for deposit either in person or by comparison with member signature files. If insurance, government, and certain other checks or drafts require an endorsement as set forth on the back of the check, the Credit Union may require endorsement as set forth on the check. Endorsements must be placed in the space between the top edge and 1½ inches from the top edge. The Credit Union may accept drafts or checks with endorsements outside this space. However, if any such endorsement or other markings you or any prior endorser make on the check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by the Credit Union due to the delay or error.
 - b. Collection of Items.** The Credit Union shall not be responsible for deposits made by mail or at an unstaffed facility until the Credit Union actually receives them. In handling items for deposit or collection, the Credit Union only acts as your agent and assumes no responsibility beyond the exercise of ordinary care. The Credit Union will not be liable for default or negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. The Credit Union reserves the right to send any item for collection. The Credit Union, in receiving items from you for withdrawal or deposit, acts only as your agent and reserves the right to reverse the credit for any deposited items or to charge your account for the items should they become lost in the collection process.
 - c. Final Payment.** All items or Automated Clearing House ("ACH") 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 of those items or ACH transfers and impose a return fee on your account. After we have received final payment, we refer to these deposits as collected items. If the Credit Union incurs any fee to collect any item, the Credit Union may charge such fee to your account. The Credit Union reserves the right to refuse or to return all or any item or

funds transfer. The Credit Union shall have the right to charge back against your account all previously deposited items or other items endorsed by you that are returned to the Credit Union unpaid, regardless of whether the amount of the item has been available for your use.

- d. **Direct Deposits.** The Credit Union may offer direct deposit options allowing you to preauthorize deposits (i.e., payroll checks, Social Security or retirement checks, or other government checks) or preauthorize transfers from other accounts at the Credit Union. You must authorize any direct deposits to your accounts by a separate authorization form. If applicable, you must notify the Credit Union 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. Upon a filing of a bankruptcy, if you fail to cancel any direct deposit authorization, you instruct the Credit Union to make and apply direct deposits in accordance with your authorization on file with the Credit Union. If the Credit Union is required to reimburse the U.S. government for any benefit payment directly deposited into your account for any reason, you agree the Credit Union may deduct the amount returned from any of your accounts, unless prohibited by law.
- e. **Crediting of Deposits.** Deposits made on Sundays and Credit Union holidays will be credited to your account on the next business day. Deposits received at unstaffed facilities, such as night depositories, will be credited on the day funds are removed and processed by the Credit Union, and are subject to adjustment based on our verification of the items deposited. Items drawn from an institution located outside the United States are handled on a collection basis only. Funds will be credited to your account when we receive final payment. You waive any notice of nonpayment, dishonor, or protest regarding any items purchased or received by the Credit Union for credit to your account or for collection. Deposits of coin and currency will not be finally credited until we have counted the deposit and verified the amount. If there is a discrepancy between the amount shown on the deposit slip and the amount we count, we will send you a notice of the discrepancy.

5. Account Access.

- a. **Authorized Access.** The Credit Union is authorized to recognize your signature but will not be liable for refusing to honor any item or instruction of yours if it believes in good faith that the signature on such item or instruction is not genuine. If you open your account electronically and/or do not provide us with a physical signature, you agree that we may, without liability, accept as genuine any signature that appears to be yours. If you have authorized the use of a facsimile signature, the Credit Union may honor any check that appears to bear your facsimile signature even if it was made by an unauthorized person. Since we have no way of determining the validity of checks or other written orders bearing a facsimile signature or signature stamp, you agree to be solely responsible for and release us from any liability for unauthorized use of any facsimile signature device. If you give your account number, Personal Identification Number (PIN), or access code to any person, you authorize us to honor transactions initiated by that person even if you did not specifically authorize a particular transaction.
- b. **Access Options.** You may make withdrawals or transfers from your account in any manner which is permitted by the Credit Union (i.e., checks, automated teller machines (ATMs), debit cards, in person, by mail, automatic transfer, with online banking, or telephone). If the Credit Union accepts any check that is not drawn on a form provided by us, you will be responsible for any loss incurred by the Credit Union for handling the check. The Credit Union may return as unpaid any check that is not drawn in the form provided by us.
- c. **Electronic Check Transactions.**
 - i. **Electronic Checks.** If you authorize a merchant to electronically debit your checking account using the routing number, account, and serial number of your check to initiate the transfer, whether the check is blank, partially or fully completed and signed, such authorization is an electronic check conversion. An electronic check conversion is an Electronic Funds Transfer (EFT) subject to the terms of the Business Electronic Services section of this Agreement. You authorize us to honor any electronic check conversion from your checking account just the same as a regular written check.
 - ii. **Electronic Re-presented Checks.** If you write a check on an account that we return unpaid because of insufficient or uncollected funds, the payee or any subsequent holder of the check may re-present the check to us, through an electronic instruction (electronic re-presented check) to charge your account for the amount of the check. If we receive an electronic re-presented check, we will pay or return the electronic re-presented check as if the original paper check was presented to us. Any collection fee you authorize the merchant to debit from your account is an Electronic Funds Transfer (EFT) subject to the terms of the Business Electronic Services section of this Agreement. If you want to reverse an electronic re-presented check, you must give us an affidavit within 15 days after we send or make available to you the periodic statement that reflects payment of that electronic re-presented check. In your affidavit, you must declare and swear under oath that the electronic re-presented check was ineligible or unauthorized. If we receive proper notice or affidavit from you within the fifteen- (15) day period, we will re-credit your account with the amount of the charge. If you wish to

stop payment of any electronic re-presented check, you must follow the procedures contained in this Agreement for stopping payment of checks, not the procedures for stopping payment on electronic loan or bill payments. If you ask us to request the depositor's financial institution to send us the original paper check or a copy of the paper check, and we provide it to you, you agree that you will not seek to have your account re-credited due to a prior stop payment order or if the item is otherwise ineligible for collection.

- d. ACH & Domestic Wire Transfers.** If offered, you may initiate or receive credits or debits to your account via wire transfer or ACH transfer. You agree that if you receive funds by a wire or ACH transfer, the Credit Union is not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. The Credit Union may provisionally credit your account for an ACH transfer before it receives final settlement. You agree that if the Credit Union does not receive final settlement for a transfer, it may reverse the provisional credit to your account, or you will refund the amount to the Credit Union. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and account number. The Credit Union (and other institutions) may rely on the account or other identifying number you give as the proper identification number, even if it identifies a different party or institution. Domestic wire transfers are governed by the Uniform Commercial Code (UCC) Section 4A and (if the transfer is cleared through the U.S. Federal Reserve System) by Federal Reserve Regulation J. International wire transfers are governed by the Bureau of Consumer Financial Protection's Regulation E. ACH transactions are governed by the rules of the National Automated Clearing House Association (Nacha). You must notify us of any improper or unauthorized ACH entry in time to allow us to return the entry within the timeframe provided under the Nacha rules (normally 2 business days). After that, we may seek to recover from the originator for a breach of warranty under the Nacha rules but are not bound to recredit your account unless we receive the funds from the other institution. You agree that the authorized transfer to or from your account must comply with all applicable federal and state laws or regulations, including Office of Foreign Asset Control (OFAC) regulations.
- e. Credit Union Examination.** The Credit Union may disregard information on any check other than the signature of the drawer and amount of the item and any magnetic encoded information. You agree the Credit Union does not fail to exercise ordinary care in paying an item solely because its procedures do not provide for sight examination of items.
- f. Items presented in person.** You agree that we may refuse to pay any check if the person presenting it does not provide identification that satisfies our requirements. We may also refuse to pay a check if we are unable to verify an endorsement to our satisfaction.
- 6. Account Rates and Fees.** The Credit Union's payment of dividends on any account is subject to the account rates, fees, earnings, payment and balance requirements as set forth on the Business Rate and Fee Schedule. You agree the Credit Union may impose fees for the deposit account services provided by the Credit Union. A current Rate and Fee Schedule has been provided to you separately. You agree the Credit Union may change the Rate and Fee Schedule from time to time and you will be notified of such changes as required by law.
- 7. Transaction Limitations.** Withdrawal Restrictions. The Credit Union will permit a withdrawal only if you have sufficient available funds in your account to cover the full amount of the withdrawal or have an established overdraft protection plan. Checks or other transfers, or payment orders which are drawn against insufficient available funds will be subject to a service fee, set forth in the Business Rate and Fee Schedule. If there are sufficient available funds to cover some but not all of your withdrawal orders, the Credit Union may allow those withdrawals for which there are sufficient available funds. The Credit Union may also refuse to allow a withdrawal in other cases. For example: any dispute between the owners about the account (unless a court has ordered the Credit Union to allow the withdrawal); a legal garnishment or attachment is served; the account secures an obligation to the Credit Union; any required documentation has not been presented; or you fail to repay a Credit Union loan on time. You will be advised of the reasons for refusal if such action is taken. The Credit Union reserves the right to require members to give written notice of any intended withdrawals from any account (except checks) of not less than seven (7) days and up to sixty (60) days, as required by law, before such withdrawals.
- 8. Overdrafts.**

 - a. When We Determine to Pay or Authorize Transactions.** The Credit Union's determination of an insufficient account balance is made as follows:

 - i.** Checks - at the time a check or item is presented to us, which may be later than when you wrote or delivered the check,
 - ii.** Bill Payments - on the date you schedule a bill payment transaction to be sent to your bill payment recipient,
 - iii.** ATM Withdrawals - at the time you initiate the ATM withdrawal transaction,
 - iv.** Debit Card Purchases - at the time you use your debit card to make a payment and the transaction is submitted by the merchant for authorization,
 - v.** ACH Drafts - at the end of the day on the ACH item's effective date

Transactions may not be presented in the order which they occurred, and the order in which checks or items are received and

processed may affect if an overdraft occurs. The Credit Union processes checks and items as follows: (i) checks are paid with lowest items first when presented to us; (ii) ACH items and credits: credits are processed first and ACH debits processed second, with the lowest items paid first; (iii) debit card transactions made via PIN are paid in the chronological order they are received; and (iv) debit card transactions with signatures are paid lowest items first.

b. How We Determine the Sufficiency of Your Account Balance. The Credit Union's determination of the sufficiency of your account balance to authorize and pay a transaction is as follows:

- i. Checks, ACH & Bill Payments. For Checks, ACH, and bill payment transactions that you initiate on your account are authorized and paid based on your available account balance. Your "available balance" is the amount of collected funds in your account, real time, based on transactions that have posted to your account and less amounts subject to a check deposit hold. If you deposit a check to your account, the amount of the check will not represent collected funds that increase your available balance until any Funds Availability Policy deposit holds have ended and we have collected funds from your deposit. If a check or item is presented for payment against your account and the amount exceeds the available balance, the check or item will be returned unless we pay the check under our discretionary Overdraft Service set forth below.
- ii. Debit Card Purchases -PIN. For debit card purchases you have made using a personal identification number (PIN) verification, such transactions are authorized and paid based on your available account balance. Your "available balance" is the amount of collected funds in your account, real time, based on transactions that have posted to your account and less amounts subject to a check deposit hold.
- iii. Debit Card Purchases -Signature. Debit card purchase transactions that you have made on your account using your signature as verification will be authorized and paid based on the available balance less any pending signature debit card purchases that have been authorized on your account. Your "available balance" is the amount of collected funds in your account, real time, based on transactions that have posted to your account and less amounts subject to a check deposit hold.

If you make a signature debit card transaction, we will authorize the transaction if the transaction amount is less than your available balance less any pending signature debit card purchases that have been authorized. Later, when the card transaction is processed by the merchant and presented for payment against your account, we will pay the transaction even if the transaction amount exceeds your available balance at that time. If the debit card transaction amount exceeds your available balance less any pending signature debit card purchases at the time of authorization, we may authorize the transaction according to our discretionary Overdraft Service set forth below, unless you have opted out of Overdraft Service. In the case that a signature debit card transaction is authorized, and your account has an insufficient available balance when it is presented for payment, it will be subject to an Overdraft Service fee.

c. Overdraft Protection Plans. If we approve your request for overdraft protection, we will provide you with a plan.

- i. **Transfers from Line of Credit.** We will honor checks and other items drawn on insufficient funds in your checking account by transferring the necessary funds from your designated line of credit account, if applicable. If you are within the credit limit of your line of credit account, you authorize us to transfer funds in amounts necessary to cover the overdraft. If your credit limit is insufficient to *cover* the overdraft, we will not transfer any amount. Unless another overdraft protection plan applies, we will return the check or item unpaid. There is no cash-advance fee, but interest will begin to accrue from the date of any advance transfer. You may decline ("opt-out") this overdraft transfer service at any time by notifying us verbally or in writing.

- ii. **Overdraft Transactions Covered.** For qualified accounts, the Overdraft Service is provided to you automatically for checks, ACH, and bill payment transactions. For qualified accounts, the Overdraft Service is also provided for debit card purchases; online or other electronic funds transfers; or withdrawals authorized by you unless you expressly request to opt-out of this Overdraft Service. If the Overdraft Service is provided to you, on any day the available balance (for checks, ACH, Bill Payment & Debit Card PIN Purchases) or the available balance less any pending signature debit card purchases (for Debit Card Signature Purchases) in your account is insufficient to *cover* any of these transactions these transactions may be authorized and paid under our discretionary Overdraft Service. Items paid under Overdraft Service may result in a negative available balance ("overdraft") and be subject to the Overdraft Service fee. If we pay an item, we will do so in the order described above and in accordance with our normal operating procedures for such checks, items, or transactions. If you do not qualify for Overdraft Service or if we terminate your Overdraft Services, we will notify you. If your approved overdraft limit is reduced to zero based on your account activity or overdraft usage, we may suspend the Service without notice.

d. Terms & Conditions of Overdraft Service. Overdrafts will be provided under the following terms and conditions.

- i. **Discretionary Service.** Under the Overdraft Service, we are not obligated to pay any check or item

presented for payment if your account does not contain sufficient funds. We may, as a discretionary service and not as a right of yours or our obligation to you, pay overdrafts up to an approved limit under the terms of this service and subject to this Agreement. This Overdraft Service is not a line of credit, is not guaranteed, and is independent of any loan arrangement you may have with us. We will not pay an overdraft in excess of any limit we have established for your account type. Additionally, we may refuse to pay an overdraft for you at any time, even if we have previously paid overdrafts for you.

- ii. **Overdraft Transactions Covered.** For qualified accounts, the Overdraft Service is provided to you automatically for checks, ACH, and bill payment transactions. For qualified accounts, the Overdraft Service is also provided for debit card purchases; online or other electronic funds transfers; or withdrawals authorized by you unless you expressly request to opt-out of this Overdraft Service. If the Overdraft Service is provided to you, on any day the available balance (for checks, ACH, Bill Payment & Debit Card PIN Purchases) or the available balance less any pending signature debit card purchases (for Debit Card Signature Purchases) in your account is insufficient to *cover* any of these transactions, these transactions may be authorized and paid under our discretionary Overdraft Service. Items paid under Overdraft Service may result in a negative available balance ("overdraft") and be subject to the Overdraft Service fee. If we pay an item, we will do so in the order described above and in accordance with our normal operating procedures for such checks, items, or transactions. If you do not qualify for Overdraft Service or if we terminate your Overdraft Services, we will notify you. If your approved overdraft limit is reduced to zero based on your account activity or overdraft usage, we may suspend the Service without notice.
 - iii. **Overdraft Limit.** If you qualify, the Credit Union may pay overdrafts up to a limit to which you qualify. We may pay overdrafts up to this limit, provided you continue to qualify for the service. The Credit Union's fees and charges, and each paid check or item, will be included in this limit. This overdraft limit will not be included or reflected in the actual balance of your account provided by a teller, at an ATM or Point-Of-Sale ("POS") facility, through online services, or on your periodic statements. If you reach your overdraft limit, any checks or items presented to us will be returned for insufficient funds.
 - iv. **Notification.** We will attempt to notify you of any insufficient funds transactions. However, we have no obligation to notify you before we pay or return any item.
 - v. **Overdraft Fees.** If our Overdraft Service applies to your account, you agree to pay an overdraft fee for each overdraft transaction we authorize and pay for you. These fees are as set forth on the Rate and Fee Schedule. These fees may be amended on the Rate and Fee Schedule. There is no limit to the amount of overdraft fees we will charge on any one (1) day.
 - e. **Member Repayment Responsibility.** You agree your overdraft balance, including applicable overdraft fees, is due and payable upon demand. If there is more than one (1) owner on an account, all owners are jointly and severally liable for repayment of the overdraft balance. If you fail to repay your overdraft balance within forty-five (45) days of notice from us, we may immediately suspend Overdraft Service. Accounts may be closed for failure to repay overdraft balances and we will report account closures to applicable consumer agencies.
 - f. **Member Opt-Out Right.** We offer Overdraft Service as a service and convenience to members for incidental overdrafts. We do not encourage you to repeatedly overdraw your account. We encourage you to manage your finances responsibly. You may opt-out of Overdraft Service at any time by notifying us verbally or in writing. We may require that any verbal opt-out be confirmed in writing. You understand that by opting-out of this service, we may refuse to pay any check or item that is presented against an insufficient balance on your account. You are still responsible to pay any overdraft, even if you have opted-out.
9. **Post-Dated and Stale-Dated Checks.** You authorize us to accept and pay any check, even if the check is presented for payment before its date, unless you notify the Credit Union of the post-dating. Your notice will be effective only if the Credit Union receives the notice in time for the Credit Union to notify its employees and reasonably act upon the notice and you accurately describe the check, including the number, date, and amount. You understand that the exact information is necessary for the Credit Union's systems to identify the check. If you give the Credit Union an incorrect, incomplete, or untimely notice, the Credit Union will not be responsible for paying the item before the date stated and the Credit Union may charge your account as of the date the Credit Union pays the item. You may make an oral notice which will lapse within fourteen (14) days unless continued in writing, within that time. You also agree not to deposit checks, drafts, or other items before they are properly payable. The Credit Union is under no obligation to you to pay a check drawn on your account which is presented more than six (6) months after its date.
10. **Stop-Payment Orders.**
- a. **Stop-Payment Request.** You may ask the Credit Union to stop payment on any check drawn upon or ACH debit scheduled from your checking account. You may request a stop payment by telephone, by mail, with online banking or

in person. For checks, the stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order. For ACH debits, the stop-payment order must be received at least three (3) banking days before the scheduled date of the transfer. You must state the number of the account, date and the exact amount of the check or ACH, and the number of the check or originator of the ACH debit. If you give the Credit Union incorrect or incomplete information, the Credit Union will not be responsible for failing to stop payment on the item. If the stop-payment order is not received in time for the Credit Union to act upon the order, the Credit Union will not be liable to you or to any other party for payment of the item. If we re-credit your account after paying a check over a valid and timely stop-payment order, you agree to sign a statement describing the dispute with the payee, to transfer all of your rights against the payee or other holders of the check to the Credit Union, and to assist the Credit Union in legal action taken against the person.

- b. Duration of Order.** You may make an oral stop payment order which will lapse within fourteen (14) calendar days unless continued in writing within that time. A written stop-payment order on a check will be effective for one (1) year. A written stop-payment order may be renewed in writing for another six months. A written stop-payment order on an ACH transaction will continue until the entry is returned or until you cancel the stop-payment order. The Credit Union is not obligated to notify you when a stop-payment order expires.
- c. Liability.** The Credit Union may charge a fee for each stop-payment order requested, as set forth in the Business Rate and Fee Schedule. You may not stop payment on any certified check or draft, cashier's check or teller's check, or any other check, draft, or payment guaranteed by the Credit Union. You should be aware that while payment of the item may be stopped, you may remain liable to any person or entity, including the Credit Union, who is a holder of the item despite the stop-payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney fees, damages, or claims related to the Credit Union's action in refusing payment of an item, including claims of any multiple-party account owner, payee, or indorsee in failing to stop payment of an item as a result of incorrect information provided by you.

11. Credit Union's Liability for Errors. If the Credit Union does not properly complete a transaction according to this Agreement, the Credit Union may be liable for your losses or damages but not to exceed the amount of the transaction, except as otherwise provided by law. The Credit Union will not be liable if: (a) through no fault of the Credit Union, your account does not contain enough money to make the transaction; (b) circumstances beyond the Credit Union's control prevents the transaction; (c) your loss is caused by your negligence including your failure to examine your statements; (d) the negligence of another financial institution; or (e) the funds in your account is subject to legal process or other claim. The Credit Union will not be liable for consequential damages except liability for wrongful dishonor. The Credit Union's actions will constitute the exercise of ordinary care if such actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, National Automated Clearing House Association (NACHA) rules, and general banking practices followed in the area serviced by the Credit Union. You grant the Credit Union 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 understand and agree that the Credit Union may choose to retain electronic or imaged copies of any original documents, and you agree that an electronic or image copy is as valid as an original document.

12. Credit Union Lien and Security Interest. To the extent you owe the Credit Union money as a borrower, guarantor, indorser or otherwise, the Credit Union has a lien on any or all of the funds in any account in which you have an ownership interest at the Credit Union, regardless of the source of the funds. The Credit Union may apply these funds in any order to pay off your indebtedness without further notice to you. If the Credit Union chooses not to enforce its lien, the Credit Union does not waive its right to enforce the lien at a later time. In addition, you grant the Credit Union a consensual security interest in your accounts and agree the Credit Union may use the funds from your accounts to pay any debt or amount owed the Credit Union, except obligations secured by your dwelling, unless prohibited by applicable law. All accounts are non-assignable and nontransferable to third parties.

13. Legal Process. If any legal action such as a levy, garnishment, or attachment is brought against your account, the Credit Union may refuse to pay out any money from your account until the dispute is resolved. If the Credit Union incurs any expenses or attorney fees in responding to legal process, such expenses may be charged against your account without prior notice to you, unless prohibited by law. Any legal process against your account is subject to the Credit Union's lien and security interest.

14. Account Information. Upon your request, the Credit Union will inform you of the name and address of each credit reporting agency from which the Credit Union obtains a credit report in connection with your account. The Credit Union agrees not to disclose information to third parties about your account regarding any transaction or balances except when: (a) it is necessary to complete the transaction; (b) the third party seeks to verify the existence or condition of your account in accordance with the Fair Credit Reporting Act or other applicable laws and regulations; (c) such disclosure is in compliance with the law, government agencies, or court orders; or (d) you give us your express permission.

15. Amendments to Agreement. The Credit Union specifically reserves the right to amend and change any of the terms of this Agreement from time to time. If the amendments are made for the purpose of maintaining compliance with any laws, rules, or regulations applicable to the deposit or Electronic Funds Transfer services, you agree the Credit Union can make those changes at any time without notice to you. For any other type of amendment to this Agreement, the Credit Union will notify you of such amendment by mail, electronic message, or other reasonable means of notification. You agree that in any event, thirty (30) days written notice is reasonable. If we notify you that the terms of your account have been amended or changed and you continue to maintain your account and services after the effective date of the amendment or change, you have agreed to the new terms.

16. Notices.

- a. Name or Address Changes.** It is your responsibility to notify the Credit Union of a change of authorized persons, address, or name change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to the Credit Union. The Credit Union will accept notices of change of address and any other notice from you to the Credit Union only if provided in writing or through online banking. If the Credit Union attempts to locate you, the Credit Union may impose a service fee as set forth in the Business Rate and Fee Schedule.
- b. Notice of Ownership or Authority Changes.** The Credit Union reserves the right to require any change of ownership or change in authorized persons to be in writing signed by the account owner.
- c. Effect of Notice.** Any written notice you give to the Credit Union is effective when it is actually received by the Credit Union. Any written notice the Credit Union gives to you is effective when it is deposited in the U.S. Postal Service mail, postage prepaid and addressed to you at the most recent address you have provided to us or made available to you through electronic delivery if you have agreed to receive electronic statements and disclosures. Notice to any one account owner is considered notice to all owners of the account.
- d. Negative Information Notice.** We may report information about your loans or deposit accounts to consumer reporting agencies. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.
- e. Electronic Signatures.** You understand and agree that your electronic consent is your electronic signature, which specifically records your signature and assent to the Business Membership and Account Agreement, and constitutes your agreement to the terms and conditions of the Agreement. You agree your electronic signature captured and stored by this means shall be sufficient evidence of your assent to be contractually bound by the Agreement and shall constitute a valid signature for purposes of any provision of this Agreement.
- f. Consent to Communications.** By providing an email address, telephone number for cellular phone, or other wireless device, you are expressly consenting to receiving communications at that address or number, including, but not limited to, prerecorded or voice mail message calls, text messages, and calls made by an automatic telephone dialing system from us and our affiliates and agents so we can assist you with your account and account services or take measures to prevent fraud on your account. This express consent applies to each address or telephone number that you provide to us now or in the future and permits such communication regardless of the purpose. In the regular course of our service to you, we may monitor and record phone conversations made or received by our employees. You may revoke this authorization at any time by providing the Credit Union with your written revocation.

17. Taxpayer Identification Number (TIN) and Backup Withholding. If your account is or becomes subject to backup withholding, the Credit Union is required by law to withhold and pay to the Internal Revenue Service (IRS) a required percentage of payments of interest, dividends and certain other payments under certain conditions. Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other applicable requirements may result in backup withholding as well as civil or criminal penalties. If you refuse to provide your TIN, the Credit Union may delay the opening of your account.

18. Statements.

- a. Contents.** If the Credit Union provides a statement of your account, you will receive a periodic statement of all transactions and activity on your account during the statement period. If a periodic statement is provided, you agree that only one (1) statement is necessary for a multiple-party account. For checking accounts, you understand that, when paid, your original check (or any substitute check) becomes property of the Credit Union and may not be returned to you. You agree to keep a copy or carbon copy of your original check in order to verify its validity. If you request that we provide you with an original check or sufficient copy, you agree that we may provide an electronic image of the original check or sufficient copy if you have agreed to receive account information or statements electronically. You understand your statements and checks are made available to you on the date the statement is mailed or made available to you.
- b. Examination.** You are responsible for examining each statement and reporting any irregularities to the Credit Union. The Credit Union will not be responsible for any forged, altered, unauthorized, or otherwise not properly payable check or item drawn on your account if: (i) you fail to notify the Credit Union within thirty (30) days of the mailing date of the earliest statement and availability of checks containing any forgery, alteration, unauthorized signature, or other problem that causes the item not to be properly payable; or (ii) any items forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine. Failure to report any such problems within thirty

(30) days as described above may result in waiver of future claims (even if they are timely reported) if timely reporting after the earliest statement showing the problem would have allowed the Credit Union to take action to prevent subsequent occurrences. For electronic services, you have separate requirements for examining your statements and notifying us of statement errors or unauthorized EFTs as set forth in the Business Electronic Services section of this Agreement.

- c. **Notice to Credit Union.** You agree that the Credit Union's retention of checks does not alter or waive your responsibility to examine your statements and check copies or the time limit for notifying us of any errors. The statement will be considered correct for all purposes and the Credit Union will not be liable for any payment made or charged to your account unless you notify us in writing within the above time limit after the statement is mailed or made available to you.
- d. **Electronic Statements (Online Statements).** If you have elected to receive your statement electronically, it will be available through online banking to access, review, print, and otherwise copy or download on the fifth of each month for the previous period's statement, as disclosed in your Online Statement Agreement.

- 19. Inactive, Dormant, and Abandoned Accounts.** If you have an account you have not accessed, not made a transaction on nor communicated to us concerning your account for more than twelve (12) months, the Credit Union may classify your account as inactive. Thereafter, dividends or interest will not be paid on the account if the balance falls below any minimum-balance requirement. If you have not otherwise indicated an interest in the account for the required period as specified under applicable state law, the account will be presumed to be abandoned. You agree to pay any inactive or dormant account service fees as allowed by applicable law and set forth on the Business Rate and Fee Schedule. You authorize us to transfer funds from any available account of yours to cover any fees, if necessary. Funds in accounts considered abandoned, will be treated as such and remitted in accordance with state law. Once funds have been turned over to the state, the Credit Union has no further liability to you for such funds. If you choose to reclaim such funds, you must apply to the appropriate state agency.
- 20. Death of Account Owner of Sole Proprietorship Account.** You irrevocably waive the right to make a testamentary disposition of a sole proprietorship account with the Credit Union, now and in the future. You agree that upon your death, your account will be payable in accordance with any existing account designations and the terms of this Agreement. The Credit Union may require the survivor or other claimant to the account to produce certain documents before releasing the funds in the account. The Credit Union may continue to honor all transfers, withdrawals, deposits and other transactions on the account until the Credit Union learns of an account owner's death. Once the Credit Union learns of a member's death, the Credit Union may pay checks or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days unless the Credit Union receives instructions from any person claiming an interest in the account to stop payment on the checks or other items. You agree that the Credit Union can require that anyone who claims funds in your account after your death to indemnify the Credit Union for any losses resulting from honoring that claim.
- 21. Termination of Account.** The Credit Union may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if: (a) there is a change in owners or authorized signers; (b) there has been a forgery or fraud reported or committed involving your account; (c) there is a dispute as to the ownership of the funds in the account; (d) any account checks are lost or stolen; (e) if there are excessive returned unpaid items not covered by an overdraft plan; (f) if there has been any misrepresentation or any other abuse of any of your accounts; (g) we reasonably deem it necessary to prevent a loss to us; (h) if you engage in any activity of betting or wagering or are otherwise engaged in any Internet gambling business; or (i) any owner or authorized user causes the Credit Union to suffer a loss. You may terminate your account at any time by notifying the Credit Union by oral direction or in writing. The Credit Union is not responsible for payment of any check, withdrawal, or other item once your account is terminated; however, if the Credit Union pays a check after termination, you agree to reimburse the Credit Union for payment.
- 22. Termination of Membership.** You may terminate your Credit Union membership after giving written notice of your intent to withdraw. You may be expelled if there has been any misrepresentation or any other abuse on any of your other accounts; if you fail to comply with Credit Union Policies, procedures, and Bylaws; conduct yourself in a threatening or abusive manner to Credit Union personnel; or willfully damage Credit Union property. You may be denied service or expelled from membership for any reason allowed by applicable law, including causing a loss to the Credit Union or violating any terms of membership. If you are expelled, you may not be a joint owner on another account

We may terminate your membership in America First Federal Credit Union (Credit Union) in one of three ways. The first way is through a special meeting. Under this option, we may call a special meeting of the members, provide you an opportunity to be heard, and obtain a two-thirds vote of the members present at the special meeting in favor of your expulsion. The second way to terminate your membership is under a nonparticipation policy given to each member that follows certain requirements. The third way to terminate your membership is by a two-thirds vote of a quorum of the directors of the credit union "for cause." "For Cause" is defined as follows: (i) a substantial or repeated violation of our Membership & Account Agreement with the Credit Union; (ii) a substantial or repeated disruption, including dangerous or abusive behavior, to the credit union's operations; or (iii) fraud, attempted fraud, or a conviction of other illegal conduct that a member has been convicted of, in relation to the Credit Union, including in connection with our employees conducting business on our behalf.

Before the Credit Union Board votes on an expulsion, we must provide written notice to your mail address (or email, if applicable)

on record or personally provide the written notice. We must provide the specific reasons for the expulsion and allow you an opportunity to rebut those reasons through a hearing if you choose. It is your responsibility to keep your contact information with the Credit Union up to date, and to open and read notices from Us unless we determine to allow otherwise, there is no right to an in-person hearing with the Board. If you fail to request a hearing within 60 calendar days of receipt of the notice, you will be expelled. You may submit any complaints about your pending expulsion or expulsion to NCUA's Consumer Assistance Center if the complaint cannot be resolved with the Credit Union. We will confirm any expulsion with a letter with information on the effect of the expulsion and how you can request reinstatement. Expulsion or withdrawal from membership does not relieve a member of liability to the Credit Union, and we may demand immediate repayment of the money you owe the Credit Union after expulsion, subject to any applicable contract terms and conditions. Additional information on expulsion and our Member Expulsion & Denial of Service policy, are contained in Article XIV of the Credit Union Bylaws.

- 23. Special Account Instructions.** You may request the Credit Union to facilitate certain business or court-ordered account arrangements. However, because the Credit Union does not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. You and any surviving owner or beneficiary agree(s) to indemnify and hold the Credit Union harmless from any claim or liability asserted against the Credit Union as a result of the disposition of funds in reliance on this agreement and any account designation of yours. If you ask the Credit Union to follow instructions, we believe might expose us to claims, suits, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, the Credit Union may refuse to follow your instructions or may require you to post a bond or otherwise indemnify the Credit Union. Any item with a full payment legend must be presented in person to a Credit Union officer; otherwise, payment is accepted with full reservation of rights. Account changes requested by you must be evidenced by a signed Membership Application and be accepted by the Credit Union. The Credit Union will not recognize the authority of someone to whom you have given power of attorney without an acceptable, written power of attorney on record at the Credit Union.
- 24. Enforcement.** You agree to be liable to the Credit Union for any liability, loss or expense as provided in the Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss or expense from your account without prior notice to you. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled (subject to applicable law) to payment by the other party of its reasonable attorney fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.
- 25. Governing Law.** This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Utah and the state in which you reside, as applicable, and clearing house rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the courts in the county where the Credit Union is located or the county in which the member resides, if required by law. In the event that any paragraph of this Agreement or any portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of this Agreement shall not be invalid or unenforceable and will continue in full force.
- 26. Binding Arbitration and Class Action Waiver Agreement.**

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

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

Agreement to Arbitrate Disputes. Either You or We may elect, without the other's consent, to require that any and all dispute between Us arising out of, affecting, or relating in any way to Your Deposit Account(s) (Share Accounts) or the products and services, including electronic financial services, related to Your Accounts or any aspect of Your relationship with Us be resolved by binding arbitration, except for those disputes specifically excluded below. This arbitration Agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1 – 16 (the "FAA").

Disputes Covered by Arbitration. YOU ACKNOWLEDGE THAT IN ARBITRATION, THERE WILL BE NO RIGHT TO A JURY TRIAL. Claims or disputes between You and Us arising out of, affecting, or relating in any way to Your Deposit Account(s) (Share Accounts) or the products and services, including electronic financial services, related to Your Accounts or any aspect of Your relationship with Us, are subject to arbitration, regardless of whether that dispute or the facts underlying or giving rise to that dispute arose before or after Your receipt of this notice. Electronic financial services include online and mobile account access, bill pay, telephone access, and any other electronic service provided pursuant to our Electronic Funds Transfer Disclosures. Disputes include claims made as part of a class action, private attorney general, or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class,

non-representative) basis. Disputes also include claims relating to this arbitration agreement's enforceability, validity, scope, or interpretation. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration agreement in the broadest way the law will allow it to be enforced.

Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist, or may arise in the future. All disputes are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. Disputes include any unresolved claims concerning any services related in any way to Your Deposit Accounts. Disputes include not only claims made directly by You, but also made by anyone connected with You or claiming through You, such as a joint account holder, account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Disputes include not only claims that relate directly to the Credit Union, but also to its parent, affiliates, successors, assignees, employees, and agents, and claims for which We may be directly or indirectly liable, even if We are not correctly named at the time the claim is made. Disputes include claims based on any theory of law, contract, statute, regulation, tort (including fraud or any intentional tort), or any other legal or equitable grounds and include claims asserted as counterclaims, crossclaims, third-party claims, interpleaders, or otherwise; and claims made independently or with other claims. If a party initiates a proceeding in court regarding a claim or dispute which is included or provided for under this arbitration agreement, the other party may elect to proceed in arbitration pursuant to this arbitration agreement.

Disputes Not Covered by Arbitration. Both You and We have the right to pursue a Claim in state court instead of arbitration for Claims related to our collection of any negative balance or amounts you owe us under our Membership and Account Agreement, including but not limited to: fraud, counterfeit items, and any unpaid Account obligations. This exception applies if the Claim is in that court's jurisdiction and proceeds on an individual basis. Disputes filed by You or by Us individually in a small claims or state court are not subject to arbitration so long as the dispute remains in such court and advances only an individual (non-class, non-representative) claim for relief. However, if a matter in small claims court is removed, transferred, or appealed to a non-small claims court, that claim shall be subject to this arbitration agreement. Claims or disputes arising from your status as a borrower under any loan agreement with the Credit Union are also excluded from this particular arbitration agreement but shall remain subject to any other applicable arbitration provision contained in any other agreement governing or applicable to such loan or indebtedness.

No Class-Action or Joinder of Parties. YOU ACKNOWLEDGE THAT YOU AND WE AGREE THAT NO CLASS-ACTION, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED. Unless You and We both agree, Claims of (2) or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint Account holders or beneficiaries on your Account and/ or related accounts, or parties to a single transaction or related transaction), whether or not the Claim may have been assigned.

The Arbitration Proceeding. The arbitration must be filed with the following neutral arbitration forum and must follow its rules and procedures for initiating and pursuing an arbitration: JAMS, specifically including the JAMS Mass Arbitration Procedures and Guidelines, in effect on the date the arbitration claim is filed. If you initiate the arbitration, you must notify us in writing: America First Federal Credit Union, P.O. Box 9199, Ogden, Utah 84409, Attn: Loss Mitigation. If we initiate the arbitration, We will notify You in writing at Your last known street or email address on file. You may obtain a copy of the arbitration rules for this forum, as well as additional information about initiating an arbitration, by contacting the arbitration forum: JAMS 1-800-352-5267 (toll-free) www.jamsadr.com. The arbitration shall be conducted in the same city as the U.S. District Court in your state that is closest to your home address, unless the parties agree to a different location in writing.

Administration of Arbitration. The arbitration shall be decided by a single, neutral arbitrator. The arbitrator will be either a lawyer with at least (10) years' experience or a retired or former judge selected in accordance with the rules of the arbitration forum. The arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules and Procedures and, as applicable, Mass Arbitration Procedures and Guidelines in effect on the date the arbitration claim is filed or such other rules as to which the parties may agree. If there is a conflict between a particular provision of the JAMS Rules and this arbitration agreement, this arbitration agreement will control only to the extent of the inconsistency.

If JAMS is unable to or unwilling to handle the claim for any reason, then the matter shall be arbitrated by a single neutral arbitrator selected by agreement of the parties or, if the parties cannot agree, selected by a court on the petition of either party in accordance with the Federal Arbitration Act. The neutral arbitrator selected by the parties or the court shall apply the Federal Rules of Evidence and the Federal Rules of Civil Procedure concerning discovery, except that the class action waiver contained herein is specifically enforceable notwithstanding any Federal Rules of Civil Procedure to the contrary.

You understand and agree that the applicable rules and procedures in arbitration may limit the discovery available to You or Us. The arbitrator must take reasonable steps to protect customer account information and other confidential information if requested to do so by You or by Us. The arbitrator shall decide the dispute in accordance with applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, will honor claims of privilege recognized at law, and will be empowered to award only those damages or other relief provided for under applicable law. The arbitrator will not have the power to award relief to, or against, any person who is not a party to the arbitration other than, as allowed by law, a joint account holder or any entity in privity with either party as to the

claim at issue. An award in arbitration shall determine the rights and obligations between the named parties or those in direct privity with the named parties only, and only in respect of the claims in arbitration, and shall not have any bearing on the rights and obligations of any other person other than those identified in the foregoing sentence, or on the resolution of any other dispute. You or We may choose to have a hearing and be represented by counsel. The decision rendered by the arbitrator shall be in writing. At Your or Our request, the arbitrator shall issue a written, reasoned decision following applicable law, and relief granted must be relief that could be granted by a court under applicable law. Judgment on the arbitration award may be entered by any court of competent jurisdiction.

Costs. The party initiating the arbitration shall pay the initial filing fee. If you file the arbitration and an award is rendered in your favor, we will reimburse you for your filing fee. If there is a hearing, we will pay the fees and costs of the arbitration for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, we will advance or reimburse filing and other fees if the arbitrator rules that you cannot afford to pay them or finds other good cause for requiring us to do so, or if you ask us in writing and we determine there is good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, witnesses, and other expenses, regardless of who prevails, but a party may recover any or all costs and expenses from another party if the arbitrator, applying applicable law, so determines.

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

Right to Resort to Provisional Remedies Preserved. Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as our federal statutory lien; our right of set-off; the right to restrain funds in an account; to interplead funds in the event of a dispute; to exercise any security interest or lien rights we may hold in property; to comply with legal process; or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction, provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies.

Mediation Requirement Prior to Filing a Claim in Arbitration. Prior to either party filing a claim in arbitration and as a necessary condition precedent before bringing a claim in arbitration, You or We must first send a written demand by US Mail to the other party at Our street address set forth below or at Your last street address or email address on record. The demand should briefly describe the nature of the claim or dispute, and set forth the relief the claimant desires, including the amount of any monetary damages sought, if any.

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

Within the first 30 days of the pre-arbitration time period, the parties or their counsel must make a good faith effort to confer at least once by phone, in person, or by videoconference at a mutually convenient date and time to discuss the claim and its potential resolution.

If You or We fail to follow the procedures set forth above requiring mediation prior to bringing a claim in arbitration, then the responding party may bring a claim in the same arbitration proceeding against the other party for breach of this provision.

Governing Law. You and We agree that our relationship includes transactions involving interstate commerce and that this arbitration agreement is governed by, and enforceable under, the Federal Arbitration Act in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the nature or origin of the claim. To the extent state law is applicable, the laws of the state of the branch at which you opened your first account shall apply (unless we reassign your account to a branch in another state). If you did not open your account in person at a branch, the law of the state of Utah shall apply.

Class Action Waiver. No member or accountholder may maintain or pursue against the Credit Union a class action, class-wide arbitration, or private attorney general action. Nor shall any class action, class-wide arbitration, or private attorney general action be pursued by a member against the Credit Union in any arbitration or in any court proceeding, regardless of when the claim or cause of action arose or accrued, or when the allegations or facts underlying the claim or cause of action occurred.

Severability, Survival. These arbitration provisions shall survive (a) termination or changes to your Deposit Accounts or any related services; (b) the bankruptcy of any party; and (c) the transfer or assignment of your Deposit Accounts or any related services. If the Class Action Waiver in this specific arbitration agreement is found to be unenforceable for any reason, then the remainder of this arbitration agreement shall also be unenforceable. If any portion of this Resolution of Disputes by Arbitration provision, other than the Class Action Waiver, is deemed invalid or unenforceable, the remainder of this Resolution of Disputes by Arbitration provision shall remain in force. Notwithstanding anything in this arbitration agreement to the contrary, any amendment, abrogation or termination of this arbitration agreement by application of statute, or by administrative action or other operation of law, shall not apply to the claims that arise out of, affect or relate to conduct that occurred prior to the effective date of such amendment, abrogation or termination.

Applicability. The requirement of arbitration will not apply to your Account as long as you are an active-duty member of the U.S. Armed Services. Otherwise, this Agreement to arbitrate will apply without limitation, regardless of whether 1) your Account is closed; 2) you pay us in full any outstanding debt you owe; or 3) you file for bankruptcy.

Right to Reject this Resolution of Disputes by Arbitration. You have the right to opt-out of this Agreement to arbitrate if you opt out within 30 days after You have opened or joined Your first Account with Us, either as a member or as a joint accountholder. However, if We sent or offered You this or any version of an agreement to arbitrate for the first time after Your first Account was opened, You must opt out within 30 days after We sent our notice and the agreement. To opt-out, your written notice must include: (i) your name, as listed on your account, your account number, and a statement that You reject the Resolution of Disputes by Arbitration provision, and (ii) you must send Your written notice to us at the following address: America First Federal Credit Union, PO Box 9199, Ogden, UT 84409 Attn: Compliance.

Acceptance of Arbitration and Class Action Waiver. By your receipt of our Notice and a copy of this Binding Arbitration and Class-Action Waiver Agreement, your decision not to reject this Agreement and as confirmed by your continued use of your Account, you agree to be bound by the above Resolution of Disputes by Arbitration provision for all of your Accounts and, effective immediately, your Accounts will be bound by this Resolution of Disputes by Arbitration provision.

FUNDS AVAILABILITY POLICY

1. **General Funds Availability Policy.** For all accounts except checking, we reserve the right to place reasonable holds on deposited funds to the extent permitted by law. For checking accounts, our general policy is to make funds from your deposits available to you on the next business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and / or we will use them to pay checks that have been written. For check deposits, other than government checks, made at a shared branch facility of ours, we will place a two- (2)- business day hold on the funds from such deposits. For determining the availability of your deposits, every day is a business day except Saturdays, Sundays and federal holidays. If you make a deposit before 5 p.m. on a business day we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5 p.m. on a business day or on a day we are not open, we will consider that the deposit was made on the next business day we are open.
2. **Reservation of Right to Hold.** In some cases, we will not make all of the funds you deposit by check available to you on the next business day we receive your deposit. Depending on the type of check you deposit (e.g., large checks without available funds or those from third parties), funds may not be available until the second business day after the day of your deposit. However, the first \$225 of your deposit will be available on the first business day. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you need the funds from a deposit right away, we require you ask us when they will be available.
3. **Holds on Other Funds.** If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept a check for deposit that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately, but delay your availability to withdraw a corresponding amount of funds you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods are described elsewhere in this Agreement for the type of check you deposited.
4. **Longer Delays May Apply.** We may delay your ability to withdraw funds deposited by check into your account for an additional number of days for these reasons:
 - a. We believe a check you deposit will not be paid.
 - b. You deposit checks totaling more than \$5,525 on any one (1) day.
 - c. You deposit a check that has been returned unpaid.
 - d. You have overdrawn your account repeatedly in the last six (6) months.
 - e. There is an emergency, such as communications or computer equipment failure.We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than seven (7) business days after the day of your deposit.
5. **Special Rules for New Accounts.** If you are a new member, the following special rules will apply during the first thirty (30) days your account is open: Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. Any excess funds over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.
6. **Deposits at Non-Proprietary ATMs.** Funds from any deposits (cash or check) made at ATMs we do not own or operate will not be available until five (5) business days after the date of deposit. This limit does not apply to ATMs we own or operate. All ATMs we own or operate are identified accordingly.
7. **Foreign Checks.** Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same day as checks drawn on United States financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the same time it takes us to collect the funds from the financial institution upon which it is drawn.
8. **Deposits through Remote/Mobile Deposit.** The Credit Union places an immediate hold on checks deposited through the Remote/Mobile Deposit services. Refer to the Remote Deposit Service Agreement for more details.

BUSINESS ELECTRONIC SERVICES

By establishing and using an EFT service or access device, you agree to the following terms and conditions governing your and our rights and responsibilities concerning EFT services offered to you by the Credit Union and any amendments. EFTs are electronically initiated

transfers of money, including but not limited to: direct deposit, ATM, POS terminal, Business Visa® debit card, online banking, business bill pay, Speech-Access, and mobile banking transactions involving your deposit accounts at the Credit Union.

1. Electronic Funds Transfer (EFT) Services.

- a. Automated Teller Machine (ATM) Services.** You may use your America First card ("card ") and Personal Identification Number (" PIN") at Credit Union ATMs and such other machines we may designate. You may use your card to make the following transactions on your accounts:
- Withdraw cash from your savings or checking accounts.
 - Transfer funds between your savings or checking accounts.
 - Make account balance inquiries.
 - Make loan payments from savings or checking accounts.
 - Make deposits to your savings or checking accounts (proprietary ATMs only).
 - Initiate cash advances from your line of credit account or Visa credit account.
- b. Limits.** There is no limit to the number of withdrawals you may make at Credit Union ATMs and non-proprietary ATMs. However, you may be charged a fee as set forth in the Business Rate and Fee Schedule. You may withdraw up to \$500 (if there are sufficient funds available in your account) per day at any authorized ATM, subject to limits placed by each individual ATM. You may transfer between your savings or checking accounts up to the available balance in your accounts at the time of the transfer at available locations.
- c. Business Visa Debit Card.** You may use your Visa debit card to purchase goods and services any place it is honored by participating merchants, including at POS terminals within the networks or such other POS terminals as the Credit Union may designate. Funds to cover your card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union may treat the transaction as an overdraft request pursuant to the Overdraft Service, or may terminate all services under the Agreement. There is no limit to the number of POS purchase transactions you may make by card during a statement period. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available funds.
- d. Online Banking.** If we approve your application for online banking service to your accounts, a PIN will be assigned to you. You must use your account number and PIN to access your accounts. Online banking is accessible seven (7) days a week, twenty-four (24) hours a day via the Internet. However, we reserve the right to suspend any Online Banking service or access, at any time, if we reasonably believe there is a security risk. There may be times you are unable to process transactions if our database is offline. There is no limit to the number of transactions you may make in any one (1) day. There are certain limitations on transfers from savings or checking accounts. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may refuse to honor any transaction for which you do not have sufficient available funds. Account balance and transaction history information may not show all activity involving your accounts. Among other uses, you may use this service to:
- Transfer funds between your checking, savings, and loan accounts.
 - Transfer funds to accounts of other members.
 - Obtain balances for any of your accounts.
 - View and download an activity history for any account.
 - Communicate with the Credit Union using online banking messaging.
 - Export files and reports.
 - Establish and use bill-payment services.
 - Transfer funds from a line of credit account to your savings or checking account.
 - Review account balance, transaction history, and tax information for any of your deposit accounts.
 - Review information regarding your loan account(s), including payment amounts, due dates, interest charges, and balance information.
 - Aggregate account information from other financial institutions.
 - Make person-to-person payments.
 - Make bank-to-bank transfers.
 - Manage contact information, password, and other login credentials and choose your paper statement status.
- e. Business Bill-Payment Service.** Upon approval, you may use your personal computer to use the Business Bill Payment Services and access your accounts. You must use your security code to access your accounts. The Bill Payment service is accessible seven (7) days a week, 24 hours a day. However, from time to time, some or all of the Credit Union's Bill Payment services may not be available due to system maintenance.

You will need a personal computer, Internet access and an appropriate web browser. Use of the Bill Payment service is

subject to separate terms, conditions, and transaction limitations you must agree to when you enroll.

- f. **SpeechAccess Service.** Upon approval, you may use the telephone audio response (SpeechAccess) service to access your accounts. You must use your account number along with your PIN/access code to access your accounts. The Credit Union will not be responsible for any errors or failures involving any telephone service. At the present time, you may use the SpeechAccess service for transactions you conduct, authorize and establish, including:

- Transfer funds between business accounts.
- Obtain account balance, transaction history, and tax information for any of your business accounts.
- Obtain information on your business loan account, including due dates, interest rate, and balance information.
- Confirm checks that have cleared your account.
- Communicate with the Credit Union with SpeechAccess messaging.

Use of these services may be subject to charges as set forth in the Business Rate and Fee Schedule. The following limitations on SpeechAccess transactions may apply:

- i. **Transfers.** You may make funds transfers to your other business accounts as often as you like. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements.
 - ii. **Account Information.** The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for any deposit transactions and our Business Funds Availability Policy.
 - iii. **Right of Refusal.** The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction and you will be notified of those limits. The SpeechAccess system may discontinue service after multiple unsuccessful attempts to conduct a transaction.
- g. **Mobile Banking.** Upon our approval, you may use mobile banking services to: (i) conduct mobile banking transactions; and (ii) make external funds transfers, subject to the following terms and conditions. If the account access to any mobile banking service is conducted by or for a business member, or the services are used for business purposes, the service and account will be considered a business service and account under this Agreement.
- i. **Service Access.** Mobile banking is a personal financial information management service that allows you to access account information and make transactions, as set forth below using compatible and supported mobile phones and/or other compatible and supported wireless devices ("mobile device"). You must use your PIN with your account number to access your accounts. We reserve the right to modify the scope of our mobile banking services at any time. We reserve the right to refuse to make any transaction you request through mobile banking. You agree and understand that mobile banking may not be accessible or may have limited utility over some mobile networks, such as those operating while a device is roaming. The most up-to-date list of services accessible through mobile banking is posted on the mobile banking registration and management site available through our online banking system. When you register for mobile banking, designated accounts and payees (or billers) linked to your account through online banking and bill-payment services will be accessible through mobile banking.
 - ii. **Use of Services.** You accept responsibility for ensuring you understand how to properly use mobile banking by engaging in its use and you agree to use mobile banking in accordance with the online instructions posted on our site. You also accept responsibility for properly using your mobile device and the mobile banking software application. In the event we change or upgrade mobile banking, you are responsible for understanding how to use our service as changed or upgraded. We will not be liable for any losses caused by your failure to properly utilize mobile banking or your mobile device.
 - iii. **Transactions.** You may use mobile banking to:
 - Transfer funds between your savings and checking accounts.
 - Transfer from your savings or checking accounts to loan accounts.
 - Transfer from a line of credit to your savings or checking account.
 - Review the account balance and transaction history for any of your deposit accounts.
 - Review information regarding your loan account(s), including payment amounts, due dates, interest charges, and balance information.
 - Make payments from your checking account using the bill-payment service.
 - Communicate with us using email.
 - iv. **Relationship to Other Agreements.** You agree that mobile banking use constitutes your agreement to remain subject to the terms and conditions of all your existing agreements with the Credit Union or any service providers of yours, including mobile service carriers or providers (e.g., Cingular, Verizon, Sprint, T-Mobile, Alltel, AT&T, etc.). You understand those agreements may provide for fees, limitations and restrictions, which may impact your

mobile banking use. For example, your mobile service carrier or provider may impose data usage or text message charges for your use of, or interaction with, mobile banking, including while downloading the software, receiving or sending mobile banking text messages, or other use of your mobile device when employing software features or other products and services provided by mobile banking. You agree to be solely responsible for all such fees, limitations, and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You additionally agree that if you have any problems with the mobile banking service, you will contact us directly.

- v. **Mobile Banking Software License.** You are hereby granted a personal, limited, nontransferable, non-exclusive, non-sub-licensable and non-assignable license ("license") to download, install and use the software application on your mobile device operating within the United States and its territories. In the event that you obtain a new or different device, you will be required to download and install the software application pertaining to that new or different device. This license shall be deemed revoked immediately upon: (i) your termination of mobile banking in accordance with this agreement; (ii) your deletion of the software application from your mobile device; or (iii) our written notice to you at any time with or without cause. If this license is revoked for any of the foregoing reasons, you agree to promptly delete the software application from your device.

- vi. **Obligations.** When you use mobile banking to access accounts you designate during the registration process, you agree to the following requirements:

1. **Account Ownership/Accurate Information.** You represent that you are the legal owner of the accounts and other financial information which may be accessed via mobile banking. You represent and agree that all information you provide to us in connection with mobile banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating the mobile banking service. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.
2. **User Conduct.** You agree not to use mobile banking or the content or information delivered through this service in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the software application; (b) be fraudulent or involve the sale of counterfeit or stolen items, including but not limited to use of mobile banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including but not limited to those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading, or inaccurate; (e) create liability for us, our affiliates, or service providers or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to mobile banking; (i) interfere with or disrupt the use of mobile banking by any other user; or (j) use mobile banking in such a manner as to gain or attempt to gain unauthorized entry or access to the computer systems of others. Neither we nor any of our service providers assume responsibility for the timeliness, deletion, mis-delivery or failure to store any user data, communications, or personalization settings in connection with your mobile banking use. Neither we nor any of our service providers assume responsibility for the operation, security, functionality, or availability of any device or mobile network with which you utilize mobile banking. You agree to exercise caution when you use the mobile banking application on your device, and you agree to use good judgment and discretion when obtaining or transmitting information. Financial information shown via mobile banking reflects the most recent account information available through this service and may not be current. You agree that neither we nor our service providers will be liable for any delays in the content or for any actions you take in reliance thereon. If you need current account information, you agree to contact us directly.

2. **Electronic Check Transactions.** You authorize us to honor any electronic check conversion transaction and re-presented check-free debit transactions you authorize (electronic check transactions). You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving any notice regarding the merchant's right to process the transaction, including any written sign provided by the merchant at the time of your transaction. All terms governing Electronic Funds Transfer services will apply to electronic check transactions. You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.
3. **Zelle Business External Funds Transfers.** You may use the Zelle transfer service to initiate transfers to other persons that participate in the Zelle service. Use of the Zelle transfer service is subject to separate terms and conditions to which you must agree when you enroll.

4. Conditions of Card Use. The use of your card and account are subject to the following conditions:

- a. Card Ownership.** Any card or other device we supply to you is our property and must be returned to us (or to any person whom we authorize to act as our agent, or any person who is authorized to honor the card) immediately according to instructions. The card may be repossessed at any time and at our sole discretion, without demand or notice. You cannot transfer your card or account to another person. You may not use the card for any illegal or unlawful transaction, and we may decline to authorize any transaction we believe poses an undue risk of illegality or unlawfulness.
- b. Honoring the Card.** Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor it or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of cash.
- c. Personal Identification Number (PIN) or Access Code.** The PIN or access code you select is for your security purposes. The PIN or access code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your PIN or access code. You agree not to disclose or otherwise make your PIN or access code available to anyone not authorized to sign on your accounts. If you authorize anyone to have or use your PIN or access code, you understand that person may use online and mobile banking services to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your PIN or access code, and you agree that the use of your PIN or access code will have the same effect as your signature for authorizing transactions. If you authorize anyone to use your PIN or access code in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your PIN or access code. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your PIN or access code is changed. If you fail to maintain or change the security of your PIN or access code and the Credit Union suffers a loss, we may terminate your EFT and account services immediately.
- d. Foreign Transactions.** Purchase and cash advance transactions made in or with merchants located in foreign countries will be billed to you in U.S. dollars. The currency conversion rate for international transactions as established by Visa International, Inc. is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. VISA USA charges us 1% International Service Assessment on all international transactions, regardless of whether there is a currency conversion. If there is a currency conversion, you will be charged an International Service Assessment of 1% of the transaction amount for any card transaction made in or with merchants located in a foreign country.
- e. Illegal Internet Gambling.** You agree that all transactions you initiate by using your Visa debit card are legal in the jurisdiction where you live and/ or where the transaction occurred. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. Your Visa debit card may only be used for legal transactions. Display of a payment card logo by an online merchant does not mean that Internet gambling transactions are lawful in all jurisdictions in which you may be located. We have restricted all online gambling transactions with our Visa debit cards.
- f. Non-Visa Checking Transaction Processing.** We have enabled non-Visa debit transaction processing. This means you may use your Visa debit card on a PIN-debit network (non-Visa networks) without a PIN. The non-Visa debit network(s) for which such transactions are enabled is the STAR Network. Examples of the actions you may be required to take to initiate a Visa transaction on your Visa debit card include signing a receipt, providing a card number over the phone or via the Internet, or swiping the card through a POS terminal. Examples of actions required to initiate a transaction on a PIN-debit network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through PIN use. The provisions of your agreement with us relate only to Visa transactions and are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-debit network. Therefore, the liability rules for other EFTs in Section 4. Member Liability will apply. Visa rules generally define PIN-debit networks as non-Visa debit networks that typically authenticate transactions by using a PIN, but are not generally known for having cards present.

5. Member Liability.

- a. Authorized Transactions.** You are solely responsible for all transfers you authorize using any electronic services under this Agreement. If you permit other persons to use any electronic service, PIN or access code, you are responsible for any transactions they authorize or conduct on any of your accounts. You understand that any transaction by a business owner, employee, agent representative or anyone you authorize to transact business on your account or any transaction by an authorized person that exceeds the specific transaction authority you have provided is considered an authorized transaction

for which you remain fully responsible. You are responsible for safeguarding your business, financial and personal data, passwords and other information to prevent unauthorized access to or use of your accounts or services. For business accounts, the Credit Union will not be responsible for any losses or damages you may incur regarding the unauthorized access to or use of your account or service resulting from any compromise of your data.

- b. Notification to Credit Union.** Tell us at once if you believe anyone has used your account, PIN or access code and accessed your accounts without your authority or that someone has transferred or may transfer money from your account without your permission. Call 1-800-999-3961 or write to America First Federal Credit Union, P.O. Box 9199 Ogden, UT 84409-0199.

- 6. Fees and Charges.** There are certain charges for Electronic Funds Transfer services as set forth in the Business Rate and Fee Schedule. From time to time, the charges may be changed. We will notify you of any changes as required by law.

7. Documentation of Transfers.

- a. Periodic Statements.** All electronic transfers will be recorded on your periodic statement.
- b. Terminal Receipt.** You will have the option to receive a receipt at the time you make any transaction (except inquiries) involving your account using an ATM.

- 8. Account Information Disclosure.** We may disclose information to third parties about your account or the electronic transfers you make in the following circumstances, subject to our Privacy Policy www.americafirst.com/privacy:

- 1. As necessary to complete transfers;
- 2. To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- 3. To comply with government agency or court orders; or
- 4. If you give us your express permission.

- 9. Credit Union's Liability for Failure to Make Transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your actual losses or damages. Our sole responsibility for an error will be to correct the error. In no case will we be liable for any indirect, special or incidental damages. For instance, we will not be liable:

- 1. If, through no fault of ours, you do not have enough money in your account to make the transfer, your account is inactive, or the transfer would go over the credit limit on your line of credit.
- 2. If you used the wrong PIN or access code or you used a PIN or access code in an incorrect manner.
- 3. If the card has expired or is damaged and cannot be used.
- 4. If the automated teller machine (ATM) where you are making the transfer does not have enough cash.
- 5. If the ATM or POS terminal was not working properly and you knew about the problem when you started the transaction.
- 6. Circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- 7. If the money in your account is subject to legal process or other claim.
- 8. If your account is frozen because of a delinquent loan.
- 9. If the error was caused by a system of any of the designated ATM networks.
- 10. If you have not given the Credit Union complete, correct, and current instructions so the Credit Union can process a transfer or bill payment.
- 11. If, through no fault of ours, a bill payment or funds transfer transaction does not reach a particular payee due to changes in the payee address, account number, or otherwise; the time you allow for payment delivery was inaccurate or the payee failed to process a payment correctly or in a timely manner; and a fee, penalty, or interest is assessed against you.
- 12. If the error was caused by a system beyond the Credit Union's control, such as a telecommunications system, an Internet service provider, or any computer virus or problems related to software not provided by the Credit Union.
- 13. If there are other exceptions as established by the Credit Union.
- 14. The ATM machine may retain your card in certain instances, in which event you may contact the Credit Union about its replacement.

10. Suspension and Termination of Services.

- a. Suspension of EFT Access or Service.** If you are in breach of this Agreement or any other loan or service agreement with the Credit Union or we suspect fraudulent activity on your account, the Credit Union may without prior notice restrict access to your accounts or suspend your electronic services or access devices and online or mobile banking services. Such restrictions may continue until you cure any breach condition or any fraud condition is resolved.
- b. Termination.** You agree that we may terminate this Agreement and your electronic services if you or any authorized user of your electronic services or access code breaches this or any other agreement with us, or if we have reason to believe that there has been an unauthorized use of your card or access code. You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this

Agreement for transactions initiated before termination.

- c. **Amendments.** The Credit Union reserves the right to change the terms and conditions upon which any electronic services are offered. The Credit Union will provide notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of these services are subject to existing regulations governing your Credit Union account and any future changes to those regulations.

ACH ORIGATION SERVICE

1. ACH Definitions.

- a. **ACH File.** The term "ACH file" means the process by which you transmit an electronic record of transactions and an offsetting transaction for the total of the transactions to the Credit Union. Such ACH files shall be formatted in compliance with all NACHA rules.
- b. **ACH Origination Services.** The term "ACH origination services" means the procedures used by the Credit Union to process the ACH file by sending the entries contained in the ACH file to the Federal Reserve for processing and by crediting or debiting your account(s) at the Credit Union for the amount of the entries contained in the ACH file.

2. Applicability of Rules & Regulations. You shall follow, abide by and operate in accordance with the terms of this Agreement, other ACH agreements and all applicable rules and regulations set forth in the rules and regulations of the National Automated Clearing House Association, as amended from time to time (NACHA rules), including without limitation those relating to the formatting of the ACH file, and those related to any activities as a third-party sender. You acknowledge receipt of a copy of the NACHA Rules Handbook.

3. Transaction Authorization. You shall, prior to making entries to the account of a vendor, member or employee, obtain written authorization from the vendor, member and/or employee, which authorization must comply with NACHA rules. You must retain a copy of each authorization for two (2) years after revocation or termination of the authorization.

4. Authorized Users. You shall provide the Credit Union with an authorization designating the person(s) whom you have granted authority to transmit ACH files via online banking ("authorized users"). The Credit Union may rely on the authorization to transmit ACH Files via online banking. You understand that any transaction by a business owner, employee, agent representative or anyone you authorize to transact business on your account or any transaction by an authorized user that exceeds the specific transaction authority you have provided is considered an authorized transaction for which you remain fully responsible. You are responsible for safeguarding your business, financial and personal data, passwords, and other information to prevent unauthorized access to or use of your accounts or service.

5. Security Procedures. You agree to use the Credit Union's Security Procedures as amended by you and the Credit Union from time to time, for the purpose of verifying the authenticity of ACH files and communications amending or canceling ACH files. The Credit Union maintains commercially reasonable Security Procedures based primarily on its knowledge of its members' circumstances and its knowledge of security procedures employed by similarly situated members and receiving financial institutions. You and your authorized users and other agents shall maintain the highest possible level of confidentiality with regard to the Security Procedures and will take all steps necessary to prevent access to them by unauthorized persons. You agree to notify Credit Union immediately following your discovery of any unauthorized use. Subject to the Credit Union's obligations under this Agreement, the Credit Union will have no liability in connection with or resulting from ACH origination services with respect to any ACH file verified pursuant to the Security Procedures, unless prohibited by law. You agree that the Security Procedures are not for the purpose of detecting errors in transmission or content of an ACH file.

6. Notification of ACH Entry. You shall notify the Credit Union, in advance and in accordance with NACHA rules, when you intend to initiate an entry or entries to a particular account. Your notice must be provided to the Credit Union in the format of a prenote file for a first-time entry on a new account and thereafter in the format the Credit Union requires. The pre-note file must be sent to the Credit Union at least six (6) days before the initiation of a live file. If you receive a notice that a pre-note file has been rejected with respect to an account, you may not initiate an entry for such account until after a pre-note file has been accepted for the account.

7. ACH Files. ACH files must be provided in the medium and format specified by the Credit Union and must have a designated effective date. ACH files must be delivered to the Credit Union prior to 3 p.m. on the business day preceding the designated effective date of the ACH file, or in accordance with such other time schedule as may be specified by the Credit Union. The Credit Union's current schedule is that ACH files are processed once a day. ACH files delivered to the Credit Union after 3 p.m. will be considered received on the next business day for processing purposes, regardless of the effective date designated on the ACH file. The Credit Union may change its schedule without notice. An ACH file may be submitted: (i) not more than two (2) days in advance of the designated effective date for the ACH File; (ii) not less than one (1) business day prior to the effective entry date if the ACH file is a debit file; and (iii) not less than one (1) or two (2) business days prior to the effective entry date if the ACH File is a credit file.

8. Maintenance of Available Funds. You will provide funds to cover any credit entry initiated by you and sent by the Credit Union. If funds are not available at the time the applicable ACH file is presented to the Credit Union, the Credit Union may elect, at its sole discretion, to: (i) transfer only those funds which are available, or; (ii) elect, at the Credit Union's discretion, not to initiate the ACH origination services.

- 9. Unsuccessful Transmission.** You agree that it is your sole responsibility to initiate and confirm complete transmissions and entries. If an entry or transmission is for any reason rejected or otherwise unsuccessful, it shall be your responsibility to re-initiate and complete the entry or transmission.
- 10. Provisional Payment.** You agree the payment of an entry by the Receiving Depository Financial Institution (RDFI) to the receiver is provisional until receipt and acknowledgment by the RDFI of final settlement for such an entry. If such settlement is not received, the RDFI shall be entitled to a refund from the receiver of the amount credited and you shall not be deemed to have paid the receiver the amount of the entry.
- 11. Third-Party Service Provider.** If you wish to use a third-party service provider, you are required to complete and comply with the terms and conditions of the Credit Union's ACH Third-Party Agreement and other applicable agreements.
- 12. Third-Party Sender.** If you are transmitting entries as a third-party vendor or processor ("third-party sender") on behalf of originator s, you warrant to the Credit Union that, prior to engaging in any such activities as a third-party sender, you will obtain the originator's written agreement to assume the responsibilities of an originator under NACHA rules and that ACH entries shall not be initiated in violation of applicable law. You represent that you have executed an ACH agreement with each originator and that each such agreement binds each originator to the NACHA rules. You shall provide the Credit Union with a list of originators, copies of the applicable ACH agreements, and any other information the Credit Union deems reasonably necessary to identify each originator within two (2) banking days of the Credit Union's request. The Credit Union reserves the right to review the list of originators for which you are transmitting the entries and to reject any originator at the Credit Union's sole and absolute discretion, but the Credit Union assumes no obligation or responsibility to do so. As a third-party sender, you agree to indemnify, defend and hold the Credit Union harmless from and against any and all claims, demands, expenses, losses, liabilities, and damages of any kind, including, without limitation, reasonable attorney fees that arise directly or indirectly from the failure of the originator to perform its obligations as an originator under NACHA rules. You further agree to assume all applicable responsibilities, warranties and liabilities of the Originating Depository Financial Institution (ODFI) under the NACHA rules. You shall cooperate fully and respond within five (5) banking days to any inquiry from the Credit Union relating to potential NACHA rules inquiries or violations.
- 13. Duties of the Credit Union.** Notwithstanding any other provision of this Agreement, the Credit Union shall have no obligation to you with respect to this service other than to process each ACH file in accordance with the terms of the applicable ACH agreements and NACHA rules. You are solely responsible for the accuracy of the information contained in each ACH file.

BUSINESS REMOTE DEPOSIT SERVICE

By using the Remote Deposit Service or clicking the electronic signature "consent" on the Remote Deposit enrollment or application page shown on your remote device, you and any joint owners or authorized users, jointly and severally, agree to the terms and conditions in this Agreement and any amendments. The remote deposit service is subject to the following terms and conditions and to the instructions, rules and terms provided to you via a link within the service and incorporated by reference herein.

1. Remote Deposit Service.

- a. Remote Deposit Capture Process.** If we approve the remote deposit service for you, you must use your login credentials to access your accounts. You may scan checks with your remote device creating an electronic image and you may transmit the electronic image that the Credit Union will deposit in your account. The Credit Union's processing agent shall perform an image quality assessment of the imaged checks and shall convert items meeting the Credit Union's required standards into substitute checks to facilitate the deposit and collection of such items. You agree that the manner in which checks are cleared or presented for payment shall be determined by Credit Union, at its sole discretion. We reserve the right to select the clearing agents through which we clear checks.
- b. Funds Availability.** Funds from items deposited through the service will be available on the day the item is cleared by the payor financial institution and the Credit Union has been given credit. There may be additional holds on deposited items as set forth in the Credit Union's Funds Availability Policy disclosure, as amended from time to time, which is incorporated herein by reference. For purposes of determining the cut-off period for deposits and the availability of funds, checks deposited via remote deposit session are considered received by the Credit Union when the checks have cleared, and funds are available to the Credit Union. You agree that the imaging and transmitting of checks alone does not constitute receipt by Credit Union. Also, acknowledgment of receipt or delivery does not constitute an acknowledgment by Credit Union that the transmission of a check or items does not contain errors or that funds will be available.
- c. Deposit Acceptance.** You agree that Credit Union may at any time, at its sole discretion, refuse to accept deposits of checks from you via remote deposit session. In the event that the service is interrupted or is otherwise unavailable, you may deposit checks in person at a Credit Union branch, via night drop or mail, or other contractually acceptable method.

2. Member Account.

- a. Member Account.** You must designate a Credit Union savings or checking or loan account as the settlement account to be used for the purposes of settling transactions requested in connection with the service. We will provide you with details

of each specific transaction. You will be responsible for reviewing and balancing of any settlement account.

- b. Responsibility for Imaging.** You are solely responsible for imaging deposit items, accessing the service from the Credit Union, and for maintaining your imaging equipment. You will be responsible for the payment of all telecommunications expenses associated with the service. The Credit Union shall not be responsible for providing or servicing any equipment for you.
- c. Deposit Requirements.** You agree that you will only use the service to deposit checks drawn on financial institutions within the United States, excluding its territories. For checks not falling within this requirement, you must deposit those checks in person, using a night-drop facility, or by U.S. mail. You agree that each check you deposit through the service will meet the image quality standards directed in the application.
- d. Check Retention & Destruction.** You agree that all checks belong to you and not to the Credit Union and that those items shall be handled in accordance with this Agreement. After our receipt of a deposit transmission, we will acknowledge by electronic means our receipt of such transmission. Your electronic transmission is subject to proof and verification. You will retain the original of all imaged checks that have been deposited via remote deposit for a reasonable period of time in order to verify settlement and credit or to balance periodic statements, but in no case beyond thirty-five (35) days from the date processed. It is your responsibility to properly destroy and dispose of such original checks after such time. During the period that you maintain any original checks, you understand and agree that you must use a high degree of care to protect these original checks against security risks. These risks include, without limitation: (i) theft or reproduction of the original checks (including by employees) for purposes of presentment for deposit of these original checks (i.e., after the original checks have already been presented for deposit via the service); and (ii) unauthorized use of information derived from the original checks. When you dispose of any original checks, you understand and agree that you must use a high degree of care when selecting and implementing disposal procedures to ensure that the original checks are not accessed by un-authorized persons during the disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed.
- e. Deposit Prohibitions.** You agree not to deposit or attempt to deposit or allow others, either directly or indirectly, to deposit or attempt to deposit by any means: (i) any substitute check, the original of which has already been presented for deposit via the service; (ii) any image of a check that has already been deposited either as an original or as a substitute check; or (iii) any original check, the substitute check of which has already been presented for deposit via remote deposit. In the event that you or any third party makes or attempts to make a deposit in violation of this Subsection, you agree to defend, indemnify, and hold Credit Union and its agents harmless from and against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties with respect to any such substitute check or original check. You agree that the aggregate amount of any items which are deposited more than once will be debited from your account and, to the extent funds in your account are insufficient to cover such amount, any balance shall be debited by Credit Union from any other deposit accounts with Credit Union at its sole discretion. You further acknowledge that you and not the Credit Union are responsible for the processing and handling of any original items which are imaged and deposited utilizing the service and you assume all liability to the drawer of any item imaged using the service or liability arising from the Credit Union's printing of any substitute check from those images.
- f. Your Representations and Warranties.** You represent and warrant: i. that you will comply with all federal and state laws, and rules and regulations applicable to deposit and check transactions, including those of the National Automated Clearing House for ACH transactions; ii. that all checks deposited through the service are made payable to you; iii. that all signatures on each check are authentic and authorized; and iv. that each check has not been altered. In the event you breach any of these representations or warranties, you agree to defend, indemnify, and hold Credit Union and its agents harmless from and against all liability, damages, and loss arising out of any claims, suits or demands brought by third parties with respect to any such breach. You further authorize the Credit Union to charge your account for the amount of any such demand, claim, or suit that constitutes a breach of warranty claim under the provisions of the Uniform Commercial Code.
- g. Financial Responsibility.** You understand that you remain solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds associated with accessing the service. The Credit Union shall not be liable in any manner for such risk unless the Credit Union fails to follow the procedures described in materials for use of the service. You assume exclusive responsibility for the consequences of any instructions you give to the Credit Union, for your failures to access the service properly in a manner prescribed by the Credit Union, and for your failure to supply accurate input information including, without limitation, any information contained in an application.
- h. Account Reconciliation.** You will verify and reconcile any out-of-balance condition and promptly notify the Credit Union of any errors within the time periods established in this Agreement after receipt of your account statement. If notified within such period, the Credit Union shall correct and re-submit all erroneous files, reports, and other data at the Credit Union's then standard charges, or at no charge, if the erroneous report or other data directly resulted from the Credit

Union 's error.

3. Credit Union's Obligations.

- a. **Financial Data.** We will review and process your electronic file through a batch processing one (1) time per day. The Credit Union agrees to transmit all the financial data under its control required to utilize the service selected by you and to act on appropriate instructions received from you in connection with such service. The Credit Union shall exercise due care in seeking both to preserve the confidentiality of the user number, password, test key, or other code or identifier and to prevent the use of the service by unauthorized persons (and in connection with this, it is understood and agreed that implementation by the Credit Union of its normal procedures for maintaining the confidentiality of information relating to its members and where practicable the obtaining by the Credit Union from any third parties engaged in the installation, maintenance, and operation of the system of similar undertakings, shall constitute fulfillment of its obligation to exercise due care), but shall not otherwise be under any liability or have any responsibility of any kind for any loss incurred or damage suffered by you by reason or in consequence of any unauthorized person gaining access to or otherwise making use of the service . You assume full responsibility for the consequences of any misuse or unauthorized use of or access to the service.
- b. **Service Availability.** You understand that service availability is at all times conditioned upon the corresponding operation and availability of the communication systems used in communicating your instructions and requests to the Credit Union. We will not be liable or have any responsibility of any kind for any loss or damage thereby incurred by you in the event of any failure or interruption of such communication systems or services resulting from the act or omission of any third party or from any other cause not reasonably within the control of the Credit Union.
- c. **Exception Items.** When we review and process your electronic file, we may reject any electronic image that we determine to be ineligible for the service ("exception item") including, without limitation, electronic images of items drawn on financial institutions located outside the United States, items drawn on U.S. financial institutions in foreign currency, electronic images that are illegible (due to poor image quality or otherwise) , electronic images of items previously processed, electronic images previously converted to substitute checks, and electronic images with unreadable Magnetic Ink Character Recognition (MICR) information . We will notify you of any exception items. You agree that if you wish to attempt to deposit any exception item to any of your accounts at the Credit Union, you will only do so by depositing the original item on which the exception item is based. You acknowledge and agree that even if you do not initially identify an electronic image as an exception item, the substitute check created by the Credit Union therefore may nevertheless be returned to the Credit Union because, among other reasons, the electronic image is deemed illegible by a paying financial institution. The Credit Union 's failure to identify an exception item shall not preclude or limit your obligations to Credit Union.
- d. **Account Information.** We will provide you with daily transaction history via the Internet and the online banking service, detailing items processed, return items, and deposit adjustments.
- e. **Retention of Check Images.** The Credit Union will retain any substitute checks it generates for seven (7) years.

4. **Services Fees.** You agree to pay all fees and charges for deposit services as set forth on the Business Rate and Fee Schedule. All service fees are subject to change by the Credit Union upon thirty (30) days' written notice to you.

5. **Disclaimer of Warranties.** YOU ACKNOWLEDGE THAT THE SERVICE IS PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY INFORMATION RESULTING FROM YOUR USE OF THE SERVICE. THE CREDIT UNION MAKES NO, AND EXPRESSLY DISCLAIMS, ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICE, INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CREDIT UNION DISCLAIMS ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE, OR FUNCTIONALITY OF THE SERVICE (INCLUDING, WITHOUT LIMITATION, THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR-FREE). THE MEMBER FURTHER ACKNOWLEDGES THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS. THE MEMBER HEREBY ASSUMES ALL RISKS RELATING TO THE FOREGOING.

6. Credit Union's Liabilities.

- a. **Direct Damages.** THE CREDIT UNION'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY YOU AND ONLY TO THE EXTENT SUCH DAMAGES ARE A DIRECT RESULT OF THE CREDIT UNION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; PROVIDED THAT THE MAXIMUM AGGREGATE LIABILITY OF THE CREDIT UNION RESULTING FROM ANY SUCH CLAIMS SHALL NOT EXCEED \$100. IN NO EVENT SHALL THE CREDIT UNION BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING LOST PROFITS WHETHER OR NOT THE CREDIT UNION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE CREDIT UNION'S LICENSORS OR SUPPLIERS WILL NOT BE SUBJECT TO ANY LIABILITY TO YOU IN CONNECTION WITH ANY MATTER.

- b. Your Duty to Report Errors.** You will notify the Credit Union of any errors, omissions, or interruptions in or delay or unavailability of the services as promptly as practicable, and in any event within one (1) business day after the earliest of discovery thereof or the date discovery should have occurred through the exercise of reasonable care and, in the case of any error, within fourteen (14) days of the date of the earliest notice to you which reflects the error. Your failure to notify the Credit Union of any error, omission, or other discrepancy within seven (7) days from the date of a loss shall relieve Credit Union of any liability for such error, omission, or discrepancy.
- c. Credit Union's Performance.** You acknowledge and agree that the Credit Union shall not be liable for any damages or loss of any kind resulting from any unintentional error or omission by the Credit Union in performing the service, in accordance with or unintentional deviation from the terms and conditions of this Agreement. You acknowledge that the Credit Union's systems and procedures established for providing the service are commercially reasonable.
- d. Limitation.** The Credit Union shall have no liability to you or any other person or entity for any loss, damage, cost, or expense arising out of this Agreement or the service, regardless of the form in which asserted, whether in contract, tort (including negligence), warranty, or any other legal or equitable grounds, and regardless of whether the remedies available fail of their essential purpose, except as provided by applicable law for any error or delay in performing the service provided for in this Agreement, and we shall have no liability for not effecting a transaction, if:
 - i. We receive actual notice or have reason to believe that you filed or commenced a petition or proceeding for relief under any bankruptcy or similar law;
 - ii. The ownership of funds involving a transaction is in question;
 - iii. We suspect a breach of the security procedures;
 - iv. We suspect that your account has been used for illegal or fraudulent purposes; or
 - v. We reasonably believe that a transaction is prohibited by federal law or regulation or otherwise so provided in the Agreement.The Credit Union will not be liable if you fail to report timely any error or discrepancy reflected in an account statement prepared by Credit Union or if you fail to report a breach of a security procedure. If the Credit Union fails to perform under this Agreement in accordance with the standards set herein, the Credit Union's liability for damages, losses, and other compensation owing to you will be limited as set forth above.
- e. Force Majeure.** The Credit Union shall not be responsible for liability, loss, or damage of any kind resulting from any delay in the performance of or failure to perform its responsibilities hereunder due to causes beyond the Credit Union's reasonable control.

WIRE TRANSFER SERVICE

- 1. Wire Transfer Services.** If the wire transfer service is requested and approved for you, the Credit Union will provide you the ability to instruct the Credit Union to send domestic and international funds transfers ("wire transfer services"), which create obligations from you to the Credit Union. You understand and acknowledge that execution of any payment order to the Credit Union is subject to the following terms and requirements.
- 2. Authorization.** Prior to a wire transfer service, you must provide the Credit Union with an authorization ("authorization") designating the person(s) whom you have granted authority to authorize wire transfers and initiate payment orders ("authorized persons"). The Credit Union may rely on your authorization and the authority of the person(s) designated in the Authorization to authorize wire transfers or initiate payment orders.
- 3. Payment Orders.** You may instruct the Credit Union to execute a wire transfer(s) on your behalf (each a "payment order") by submitting the payment order to the Credit Union in such form as the Credit Union requires and by following the procedures established by the Credit Union for verifying the authenticity of payment orders ("Security Procedures").
- 4. Security Procedures.** You agree to use the Credit Union's Security Procedures, as set forth in this Section and as such Security Procedures may be amended as agreed upon by you and the Credit Union from time to time for the purpose of verifying the authenticity of payment orders and communications amending or canceling payment orders. The Credit Union's Security Procedures consist of a combination of security devices, which include Personal Identification Numbers and security questions described in more detail below. The Credit Union has developed its Security Procedures based primarily of its knowledge of its members' circumstances and its knowledge of security procedures employed by similarly situated members and receiving financial institutions. You agree that the Security Procedures are commercially reasonable. You and your authorized persons and other agents shall maintain the highest possible level of confidentiality with regard to the Security Procedures and will take all steps necessary to prevent access to them by unauthorized persons. You agree to notify Credit Union immediately following your discovery of any unauthorized use. Subject to the Credit Union's obligations under this Agreement, the Credit Union will have no liability in connection with or resulting from the execution of any wire transfer by the Credit Union that was verified pursuant to the Security Procedures, except to the extent UCC Article 4A prohibits the parties from varying the Credit Union's liability with respect to such wire transfers. You understand that the Security Procedures are not for the purpose of detecting errors in transmission or

content of a payment order or a wire transfer.

- 5. Rejection of Wire Transfer Instructions.** The Credit Union may, at its sole discretion, but without obligation or duty to do so except to the extent otherwise specifically provided in this Agreement by a notice of rejection transmitted orally, electronically, or in writing, reject any payment order, including without limitation any payment order that the Credit Union believes: (a) exceeds the collected and available funds on deposit in your designated account(s); (b) is not authenticated to the Credit Union's satisfaction or which the Credit Union otherwise believes may not be authorized by you; (c) contains incorrect, inconsistent, ambiguous, or missing information; (d) involves funds which are subject to a lien, security interest, claim hold, dispute, or legal process prohibiting withdrawal; (e) exceeds legal, regulatory, payment system or governmental policy limitation; (f) may have been issued without proper authorization; or (g) is incomplete. The Credit Union shall incur no liability to you for any losses incurred by the Credit Union's refusal, with or without notice to you, to honor any payment order.
- 6. Cancellation of Payment Orders.** The Credit Union is not obligated (and is not liable for its failure) to cancel or amend a payment order after its receipt by the Credit Union. The Credit Union will, however, make reasonable efforts to comply with your request to cancel or amend a payment order. Any request for cancellation or amendment must be made in compliance with the Security Procedures. You agree to indemnify and hold the Credit Union harmless from any and all liabilities, costs, and expenses the Credit Union may incur in canceling or amending or in attempting to cancel or amend a payment order.
- 7. Execution of Payment Orders.** The Credit Union is authorized to execute payment orders and to charge your accounts for such payment orders without inquiry as to the circumstances of issue or the disposition of the proceeds, even if drawn to the individual order of any of the authorized persons or payable to others for the authorized person's account. The Credit Union will use commercially reasonable efforts to execute payment orders on the business day of receipt if: (a) the Credit Union received the payment order and is able to authenticate it before the Credit Union's cut-off time; and (b) the day the payment order is received is a funds transfer business day for the Credit Union. In any event, a transfer from an account at the Credit Union can be processed on the same business day a payment order is received by the Credit Union only if the Credit Union accepts the payment order and you have received confirmation communicated through the system by 3 p.m. Mountain Time (MT) the same business day the payment order was successfully transmitted to the Credit Union. The Credit Union may change its cut-off times without prior notice to you. You shall complete all payment orders in the form and format designated by the Credit Union.
- 8. Transmission of Funds.** The Credit Union may employ any reasonable means it chooses for the transmission of funds pursuant to a payment order. The Credit Union is not responsible for: (i) performance failure as a result of an interruption in transfer facilities, labor disputes, power failures, equipment malfunctions, suspension of payment by another financial institution, refusal or delay by another financial institution to accept the wire transfer, war, emergency conditions, fire, earthquake, or other circumstances not within the Credit Union's control; or (ii) for any other performance failure that is not a result of the Credit Union's breach of this Agreement.
- 9. Reliance on Identifying Numbers and Other Information.** The Credit Union may rely solely on information (including names, amounts, and account numbers) provided by you and/ or your authorized persons listed on the authorization, in the payment order or otherwise when executing or otherwise processing a payment order, even if such information is incorrect and without any further inquiry. The Credit Union may, in such circumstances, charge your account(s) and assess you with obligation s. Accordingly, you understand that when a payment order identifies by name and number a beneficiary financial institution, intermediary financial institution or beneficiary, the Credit Union and every receiving or beneficiary financial institution may rely on the identifying number to make payment, regardless of whether the number matches the named financial institution, person, or account. You are solely responsible for any transactions processed with incorrect information you provided. You are responsible for immediately providing the Credit Union with updated authorization forms reflecting any changes in authorized persons.
- 10. Maintaining Available Funds.** You will maintain a deposit account with available funds to cover any wire transfer. If funds are not available at any time prior to initiation of the wire transfer, the Credit Union may elect not to initiate the wire transfer.
- 11. Limitations of Liability.** THE CREDIT UNION'S LIABILITY FOR WIRE TRANSFER SERVICES IS SOLELY AND EXCLUSIVELY LIMITED TO YOUR ACTUAL PECUNIARY LOSSES AND THE REMEDIES SET FORTH IN UCC ARTICLE 4A (AS APPLICABLE), EXCEPT AS THE TERMS OF SUCH STATUTE ARE EXPRESSLY VARIED BY THIS AGREEMENT. UNDER NO CIRCUMSTANCE WILL THE CREDIT UNION BE LIABLE FOR ANY SPECIAL, INCIDENTAL (EXCEPT AS MAY OTHERWISE BE SPECIFICALLY PROVIDED IN UCC 4A .3050(2), AS APPLICABLE), INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OF ANY KIND, LOSS OF PRODUCTION, DOWNTIME COSTS, OR CLAIMS AGAINST YOU BY OTHERS.



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America First Federal Credit Union
P.O. Box 9199 Ogden, UT 84409-0199
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1-800-999-3961



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www.americafirst.com/privacy
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This credit union is federally insured by the National Credit Union Administration. Equal Housing Opportunity Lender.



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