



LOANS
MORTGAGES
SAVINGS & CHECKING
BUSINESS

Membership Agreement and Account Disclosures

August 1, 2019

General Membership and Accounts
Funds Availability Policy
Electronic Services
Privacy Policy

www.jordancu.org

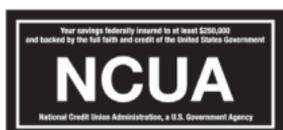


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IV. Privacy Policy

This Agreement is the contract of deposit that 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 Account and Membership Agreement (“Membership Agreement”). The words “we”, “us” and “our” mean Jordan Credit Union (“Credit Union”). The word “accounts” means any one or more accounts you have with the Credit Union. The classification and form of ownership of accounts are designated on your Membership Agreement. By signing the Membership Agreement or by establishing and using the account, each of you, jointly and severally, agree to the terms and conditions in this Agreement, including the Funds Availability Policy, Electronic Policy, and Truth-in-Savings Disclosures (Fee Schedule) accompanying this Agreement, any account receipt, the Credit Union’s bylaws and policies, and any amendments which collectively govern your Membership 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.

I. GENERAL 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 (\$5, Share Deposit Account) 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 accounts and services you request.
2. **INDIVIDUAL ACCOUNTS** – An individual account is an account owned by one depositor, including any individual, trust or other fiduciary relationship qualified for Credit Union membership. If the account is an individual account, the interest of a deceased individual owner will pass, subject to applicable law, to the decedent’s estate, or payable on death beneficiary, or unclaimed properties if applicable.
3. **JOINT ACCOUNTS** – An account owned by two or more persons is a joint account. Joint owners are not members unless they are eligible and qualified as members. Any joint owners on the share account are authorized as joint owners on all accounts. Additional joint owners signed on checking are owners on those accounts only and have no ownership in any other accounts.
 - a. *Rights of Survivorship.* If yours is a joint account, it is owned as a joint account with rights of survivorship. Upon the death of one joint account

owner, that person’s interest will become the property of the surviving joint account owner(s)

- b. *Rights of Joint Accounts Owners.* Any joint account owner is authorized and deemed to act for the other owner(s) and the Credit Union may accept orders and instructions regarding the account and requests for future services from any other account owner. Joint owners may, by written order, remove themselves from any account. Each account owner guarantees the signature of the other owners. Any account owner may withdraw all available funds in the account, stop payment on items drawn on an account, withdraw, or pledge all or any part of the funds of any account, including funds representing a membership share, 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.
 - c. *Joint Account Owner Liability.* 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, including any joint 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, including any joint owner, is indebted to the Credit Union, we may enforce our rights against any or all funds in the joint account, regardless of who contributed funds to the joint account.
4. **PAYABLE ON DEATH BENEFICIARIES** – A Payable on Death (POD) designation is an instruction to the Credit Union that a designated account is payable to the owner or owners during their lifetimes, and upon the death of the last joint account owner, payable to any named and surviving POD beneficiary designated by you. Accounts payable to more than one POD beneficiary are owned jointly by such beneficiaries with rights of survivorship. Any POD beneficiary designation shall not apply to IRA accounts, which shall be governed by a separate beneficiary designation. In the absence of a POD beneficiary on a certificate account, it will be governed by the POD beneficiary designation on the share savings account. The Credit Union shall at no time have any obligation to notify any beneficiary of the existence of

any account or the vesting of the beneficiary's interest in any account, except as otherwise provided by law.

5. ACCOUNTS FOR MINORS – For any account established by or for a minor, the Credit Union reserves the right to require the minor account owner to have a parental joint account owner or custodian who is at least eighteen (18) years of age and who shall be jointly and severally liable to the Credit Union for any returned item, overdraft, unpaid fees, or amounts on such account. The Credit Union may make payments of funds directly to the minor without regard to his or her minority. The Credit Union has no duty to inquire of the use or purpose of any transaction by the minor or joint account owner. The minor account owner's TIN must be shown on the account.
6. FIDUCIARY (TRUST) ACCOUNTS – A fiduciary account is one opened by an executor, administrator, personal representative, trustee, conservator, or other fiduciary in such capacity authorized under a court order, or trust instrument establishing the fiduciary relationship or a representative payee authorized by the U.S. Social Security Administration (“fiduciary”). The account owner is the estate, conservatorship, trust or Social Security Administration benefit recipient as the sole owner of this account. The fiduciary is authorized to act on behalf of the account owner but has no ownership interest. The fiduciary is the only authorized party to transact on this account. The fiduciary is expressly authorized to endorse all items payable to or owned by the account owner for deposit with or collection by the Credit Union, and to execute such other agreements and to perform any other account transaction under the Agreement. The fiduciary is authorized to receive account information from the Credit Union, either orally or in writing, and any information related to the account. The authority given to the fiduciary shall remain in full force until a court order, termination of the account owner, or written notice of revocation is received by the Credit Union either by a court-appointed representative of the account owner or by the Social Security Administration, as applicable. Any such notice shall not affect any items in process at the time notice is given. The fiduciary will notify the Credit Union of any change in the account owner's status affecting the deposit relationship between the account owner and the Credit Union. The fiduciary warrants that all actions he or she takes regarding the account will be for the sole benefit of the account owner, and that the fiduciary will not conduct any transaction on the account that will personally benefit the fiduciary or will not comply with the terms of the applicable laws, court order or instrument establishing the fiduciary relationship. The Credit Union may rely upon these representations and shall have no duty to examine such authorizing documents for compliance or inquire as to the powers

and duties of the fiduciary, and shall have no notice of any breach of fiduciary duties by the fiduciary unless the Credit Union has actual notice of wrongdoing. The account owner agrees that the Credit Union shall not be liable for any losses due to the account owner's failure to notify us of any unauthorized acts of the fiduciary or changes to the relationship between the fiduciary and account owner. The account owner and fiduciary agree to indemnify and hold the Credit Union harmless of any claim or liability as a result of unauthorized acts of the fiduciary upon which the Credit Union relies prior to any actual notice of any account change or change of account owner.

7. BUSINESS AND ORGANIZATION ACCOUNTS – Accounts held in the name of a business, organization, or association member are subject to the same terms set forth in this Agreement and the following additional rules. The Credit Union reserves the right to require the business member to provide an Account Authorization Card informing the Credit Union who is authorized to act on its behalf. No POD beneficiary designation or other designation shall apply to the account. 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 reasonable time to act upon such notice. The Credit Union may require that third-party checks payable to a business not be cashed, but must be deposited to a business account. The Credit Union shall not be deemed to have notice of any breach of any duty arising from a transaction by any agent of the account owner, unless the Credit Union has actual notice of any wrongdoing or unauthorized transaction(s).
 - a. *Unlawful Internet Gambling and Other Illegal Activities.* You agree that you are not engaged in unlawful internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices, or services for unlawful internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful gambling or other illegal activities.
8. DEPOSIT REQUIREMENTS – Funds may be deposited to any account in any manner approved by the Credit Union, in accordance with the requirements of the Agreement, the Fee Schedule, and other applicable agreements in effect from time to time. 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 we incur 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 we choose 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 endorsements as set forth on the back of the check, the Credit Union may require an endorsement as set forth on the check. Endorsements must be placed in the space between the top edge and 1 1/2 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 we actually receive 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.
- 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 charge 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 a 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 (e.g., payroll checks, Social Security Administration or retirement checks, or other government funds) 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 bankruptcy filing, if you fail to cancel any direct deposit authorization, you instruct your employer and 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 us for credit to your account or for collection.

9. ACCOUNT ACCESS –

a. *Authorized Signature.* 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 we believe 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 authorize the use of a facsimile signature, the Credit Union may honor any draft that appears to bear your facsimile signature, even if it was made by an unauthorized person. If you give your account number to a third person, you authorize us to honor transactions initiated by the third 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 that is permitted by the Credit Union (i.e., check, automated teller machine [ATM], debit card, in person, by mail, automatic transfer, 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 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 your Electronic Services 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 your 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 its amount. 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 service subject to the terms of your Electronic Services Agreement. If you want to reverse an electronic re-presented check, you must give us an affidavit within fifteen (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 in 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 of

electronic loan or bill payments. If you ask us to request the depositor’s bank 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. Terms and conditions for international wire transfers will be provided at the time of the transfer transaction. Domestic wire transfers are governed by the Uniform Commercial Code 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. Under those rules, if you have revoked your authorization for previously authorized ACH transactions, the Credit Union will not be responsible for the unauthorized ACH debits to your account if you fail to notify us in writing within fifteen (15) days after we mail or make available to you the statement containing that entry. 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, 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.

10. 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 Fee Schedule. You agree the Credit Union may impose fees for the deposit account services provided by us. A current Fee Schedule has been provided to you separately. Current rates can be found on jordan-cu.org. You agree the Credit Union may change the Fee Schedule and rates from time to time and you will be notified of such changes as required by law.

11. TRANSACTION LIMITATIONS –

a. *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 transfer or payment orders that are drawn against insufficient available funds will be subject to a service charge set forth in the 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: (1) any dispute between the owners about the account (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures an obligation to the Credit Union; (4) any required documentation has not been presented; (5) 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 may require you to give written notice of 7 to 60 days before any intended withdrawals.

b. *Transfer Limitations.* For savings accounts, you may make up to six (6) preauthorized, automatic, online, telephonic or audio-response transfers to another account of yours or to a third party during any calendar month. A preauthorized transfer includes any arrangement with the Credit Union to pay a third party from your account upon oral or written orders, including orders received through ACH portals. There is no limit to the number of transactions you may make in the following manners: (i) transfers to any loan account with the Credit Union; and (ii) transfers to another Credit Union account or withdrawals (checks mailed directly to you) when such a transfer or withdrawal is initiated in person, by mail, or at an ATM. If a transfer request would exceed the transfer limitations set forth above in any

statement period, the Credit Union may refuse or reverse the transfer, and your account will be subject to suspension or closure and we may impose a fee.

12. COURTESY PAY SERVICE –

a. *General Overdraft Liability.* If on any day, the available funds in your checking account are not sufficient to cover checks and other items posted to your account, those checks and items will be handled in accordance with our overdraft procedures or a Courtesy Pay Service you have with us. The Credit Union’s determination of an insufficient account balance may be made at any time between presentation and the Credit Union’s midnight deadline with only one review of the account required. The Credit Union has no duty to notify you of an insufficient funds item. The Credit Union may charge a fee for an insufficient funds item whether paid or returned as set forth in the Fee Schedule. Except as otherwise agreed in writing, the Credit Union, by covering one or any overdraft, does not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time. If the Credit Union pays an item that overdraws your account, you agree to pay the overdraft amount and any applicable fee(s) immediately. A negative balance in your account as a result of a check, ACH, or recurring debit transaction may cause a negative balance fee to be assessed as set forth in the Fee Schedule. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payer bank extra time beyond any midnight deadline limits.

b. *Courtesy Pay Service.* The Credit Union, as a discretionary service and not as a right of yours or obligation to you, pays overdrafts up to an amount predetermined by the Credit Union (Courtesy Pay balance) on accounts eligible for this service. The Credit Union fees, charges, and each paid check or item will be included in this limit. This overdraft balance will not be included in or reflected on your actual or available balance of your account provided by a teller, at ATM or POS facilities, through online services, or on your periodic statements. This courtesy pay service is not a line of credit, is not guaranteed, and is independent of any other payment arrangement the Credit Union may offer. Generally, the Credit Union will not pay an overdraft in excess of any limit established for your account type. Also, the Credit Union may refuse to pay an overdraft at any time, even if the Credit Union has previously paid such overdrafts. The Credit Union will notify you by mail of any insufficient funds, checks, or items, paid or unpaid and returned,

you may have. However, the Credit Union has no obligation to notify you before paying or returning any item. The following transactions (overdrafts) may be covered under this service: checks, ACH debits and other payments or withdrawals authorized by you, account service charges, pre-authorized drafts, and any other items that may be posted to your account. Certain transactions will require you to opt-in for overdraft coverage. Refer to the “Opt-In” section of this agreement below. The Credit Union reserves the right to pay any checks or items in the order they are presented or received. When we pay an item, we will do so in the order described below, and in accordance with normal operating procedures for such checks, items, or transactions. You will be charged an NSF/Returned Item fee for each paid overdraft check or item as set forth in the Fee Schedule. There is no limit to the number of overdrafts paid or fees incurred on any one (1) day.

- i. *Member Repayment Responsibility.* You agree your overdraft balance, including applicable overdraft fees, is due and payable upon demand. If there is more than one owner on an account, all owners are jointly and severally liable for repayment of an overdraft balance. If you fail to repay your overdraft balance within thirty (30) days, we may immediately suspend the Courtesy pay Service. Accounts may be closed for failure to repay overdraft balances and we will report account closures to consumer reporting agencies.
- ii. *New Account Provisions.* You must be approved for Courtesy Pay Service by the Credit Union. This service will not be in effect until thirty (30) days after the Courtesy Pay Account is opened.
- iii. *Cancellation.* You may cancel your Courtesy Pay Service at any time by providing such request in writing to the Credit Union. The Credit Union reserves the right to cancel this service at any time at its discretion. Reasons for cancellation include, but are not limited to, any fraudulent activity or suspected fraudulent activity on the account.
- iv. *Opt-In.* If you wish to authorize the Credit Union to pay point-of-sale debit card transactions or ATM transactions which will exceed your account balance taking your account into the negative, you must opt-in. If you do not have sufficient funds to cover these types of transactions, and choose not to opt-in, the Credit Union will decline the transactions. You must notify us in writing if you choose to opt-in to these transactions. Also, you must notify us in writing if, at a later date, you choose to opt-out of these transactions.

v. *Exceeding Limit.* The Credit Union will return any transactions after the Courtesy Pay has exceeded the maximum negative balance. Any funds deposited into your account will first be applied to negative balances owed, inclusive of fees.

- c. *Understanding Your Account Balance.* Your checking account has two kinds of balances: the actual balance and the available balance. Your actual balance reflects the full amount of all deposits to your account as well as payment transactions that have been posted to your account. It does not reflect checks you have written that are still outstanding or transactions that have been authorized but are still pending. Your available balance is the amount of money in your account that is available for you to use. Your available balance is your actual balance less: (1) holds placed on deposits; (2) holds on debit card or other transactions that have been authorized but are not yet posted; and (3) any other holds, such as holds related to pledges of account funds and minimum balance requirements or to comply with court orders. We use your available balance to determine whether there are sufficient funds in your account to pay items including checks and drafts, ACH, debit card and other electronic transactions. Pending transactions and holds placed on your account may reduce your available balance and may cause your account to become overdrawn regardless of your actual balance. In such cases, subsequent posting of the pending transactions may further overdraw your account and be subject to additional fees. You should assume that any item which would overdraw your account based on your available balance may create an overdraft. You may check your available balance online at jordan-cu.org, at an ATM, by visiting a credit union branch, or by calling us at 801-566-4195.

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

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

vii. *Debits.* There are several types of debit transactions. Common debit transactions include checks, ACH payments, PIN-Based Debit Card Purchases, and Signature-Based Debit Card Purchases. Keep in mind that there are many ways transactions are presented for payment by merchants, and we are not necessarily in control of when transactions are received.

viii. *Processing.* Credit and Debit transactions are processed throughout the day. Checks are processed through the Federal Reserve system. Each day we process data files received from the Federal Reserve from low to high dollar value. ACH data files are processed through the Federal Reserve and Automated Clearing House (ACH). Each day we process ACH transactions from low to high dollar value, and we post ACH credits before posting ACH debits. PIN-Based Debit Card Purchases are purchase transactions using your debit card and personal identification number (PIN) at the time of sale. They are processed through a PIN debit network. These transactions are similar to ATM withdrawals because the money is usually deducted from your account immediately at the time of the transaction. However, depending on the merchant, a PIN-based transaction may not be immediately presented for payment. Signature-Based Debit Card Purchases are purchase transactions using your debit card that are processed through a signature-based network. Rather than entering a PIN, you typically sign for the purchase; however, merchants may not require your signature for certain transactions. Merchants may seek authorization for these types of transactions. The authorization request places a hold on funds in your account when the authorization is completed. The "authorization hold" will reduce your available balance by the amount authorized but will not affect your actual balance. The transaction is subsequently processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after the transaction, depending on the merchant and its payment processor. These payment requests are received in real time throughout the day and are posted to your account when they are received. The amount of an authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when you present your card for payment. For example, if you use your debit card at a restaurant, a hold will be placed in an amount equal to the bill presented to you; but when the transaction posts, it will include any tip that you may have added to the bill. This

may also be the case where you present your debit card for payment at gas stations, hotels and certain other retail establishments. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment. This is a general description of certain types of transactions. These practices may change, and we reserve the right to pay items in any order we choose as permitted by law.

13. **POSTDATED AND STALE-DATED CHECKS –** You authorize us to accept and pay any check, even if it is presented for payment before its date, unless you notify the Credit Union of the postdating. Your notice will be effective only if the Credit Union receives it in time for us to notify our 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 computer to identify the check. If you give the Credit Union an incorrect, incomplete, or untimely notice, we will not be responsible for paying the item before the date stated and the Credit Union may charge your account as of the date we pay the item. You may make an oral notice that will lapse within fourteen (14) days unless continued in writing within that time. A written notice will be effective for six (6) months. 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 that is presented more than six (6) months after its date.

14. **STOP PAYMENT ORDERS –**

a. *Stop Payment Requests.* 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, 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 us to act upon it, and you state the account number, date, and check number; its exact amount; and to whom it was issued. If you give the Credit Union incorrect or incomplete information, we will not be responsible for failing to stop payment on the item.

For ACH debits, the stop-payment order must be received at least five (5) banking days before the scheduled date of the transfer. You must state the account number, date, and the exact amount of the item, as well as the originator's ID of the ACH debit.

If the stop-payment order is not received in time

for the Credit Union to act upon it, 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 item to the Credit Union, and to assist the Credit Union in legal action taken against the payee.

b. *Duration of Order.* You may make an oral stop-payment order on a check that 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 six (6) months. A written stop-payment order may be renewed from time to time. You may only make a written stop-payment order on an ACH transaction, this order will continue for six (6) months or until you cancel the stop-payment order.

c. *Liability.* The Credit Union may charge a fee for each stop-payment order requested, as set forth in the 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, 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 endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

15. CREDIT UNION'S LIABILITY FOR ERRORS – If the Credit Union does not properly complete a transaction according to this Agreement, we 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 sufficient available funds to make the transaction; (b) circumstances beyond the Credit Union's control prevent 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 are 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, U.S. Federal Reserve regulations and operating letters, clearing house 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 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.

16. CREDIT UNION'S LIEN AND SECURITY INTEREST – To the extent you owe the Credit Union money as a borrower, guarantor, endorser 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, we do not waive our 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 to the Credit Union, except obligations secured by your dwelling, unless prohibited by applicable law. All accounts are non-assignable and nontransferable to third parties without our prior written consent. The lien and security interest does not apply to amounts in any Individual Retirement Account.

17. 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 any money from your account until the dispute is resolved. If the Credit Union incurs any expenses or attorney fees in responding to legal processes, 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.

18. ACCOUNT INFORMATION – Upon your request, the Credit Union will inform you of the name and address of each credit reporting agency from which we obtain 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.

19. NOTICES –

- a. *Name or Address Changes.* It is your responsibility to notify the Credit Union of a change of address or change of name. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. The Credit Union will accept notices of changes in address and any other notice from you to the Credit Union only if provided in writing (notarized), in person, by telephone, or with online banking.
- b. *Notice of Amendments.* Except as otherwise prohibited by applicable law, the terms of this Agreement are subject to change at any time. The Credit Union will notify you of any changes in account terms, rates, or fees as required by law. The Credit Union reserves the right to require written consent of all account owners for a change of ownership, such as adding a joint owner. Joint owners may, by written order, remove themselves from any account. The Credit Union reserves the right to waive any term in this Agreement. Any such waiver shall not affect the Credit Union's right to enforce any right in the future.
- c. *Negative Information Notice.* We may report information about your loan, share, or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.
- d. *Effective Notice.* Any written notice you give 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. mail, postage prepaid, and addressed to you at your statement mailing address. Notice to any one account owner is considered notice to all owners of the account. The Credit Union reserves the right to accept oral instructions, and you agree to hold the Credit Union harmless from any liability arising as a result of such instructions.
- e. *Electronic Signature.* You understand and agree that your electronic consent is your electronic signature, which specifically records your signature and assent to the 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 to 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. *Voting Rights.* Each Credit Union member is entitled to one vote at any meeting of members on each matter submitted to membership. The Credit Union's Board of Directors is elected by the vote of membership. Proxy voting is not allowed. Voting may be conducted by mail ballot in some circumstances.

- ## 20. 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 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 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 suspend the opening of your account.

21. 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. Copies will be retained by the Credit Union and made available upon your request and subject to the fee set forth in the Fee Schedule.
- 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, or unauthorized 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, or unauthorized signature on the item; 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. 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 Electronic Services 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 (e*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 each month for the previous period's statement, as disclosed in your Online Statement Agreement.

22. INACTIVE, DORMANT AND ABANDONED ACCOUNTS

– If your account falls below any applicable minimum balance or you have not made any transactions over a period of time, we may classify your account as inactive or dormant. You authorize us to transfer funds from another account of yours to cover any fees, if applicable. We reserve the right to transfer the account funds to an account payable and to suspend any further account dividends and statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

23. **DEATH OF ACCOUNT OWNER** – We may continue to honor all Transactions on your account(s) until we receive actual notice of your death. After receiving actual notice, we may honor all Transactions you authorized. We can require any person claiming the funds in your account(s) to indemnify us for any losses we may incur as a result of honoring their order. Upon the death of an individual account holder, all funds on deposit shall be paid according to the express instructions in the Membership Application (i.e., Payable on Death Beneficiary). If no express beneficiary is provided, then all funds on deposit will be paid to the estate of the account holder. If there is no estate, then the Credit Union may, but has

no obligation to do so, pay the funds to any heir, who will be solely responsible for any further distribution of said funds. The Credit Union may require satisfactory documentation to be provided regarding any right, claim or fact regarding any matter related or arising from the payment of funds hereunder. The Credit Union will have no further obligation or responsibility and you agree that we shall have no liability to you, your estate or any heir, successor or assign relating to the distribution of such funds pursuant to this Agreement. The payment of any funds is subject to our lien or other security interest; and all debts you owe to the Credit Union will be paid from the funds in your accounts before any payment is made. In case of the death of a joint account Owner, the deposits will be subject to additional provisions of this Agreement.

24. **TERMINATION OF ACCOUNT** – We 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: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks are lost or stolen, (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; (7) you have caused us a loss; (8) we reasonably deem it necessary to prevent a loss to us. You may terminate an individual account by giving written or verbal notice. Notification of termination certifies that in the case of a transaction account, all drafts, EFTs and ACHs have cleared, all cards are destroyed and card access is immediately blocked. We reserve the right to require the consent of all owners to terminate a joint account. We are not responsible for payment of any check, withdrawal or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us.

25. **TERMINATION OF MEMBERSHIP** – You may terminate your membership at the Credit Union after giving written notice of your intent to withdraw from membership. You may be expelled if there has been any misrepresentation or any other abuse on any of your other accounts or if you fail to comply with the Credit Union policies, procedures, or 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 account owner on another account.

26. **SPECIAL ACCOUNT INSTRUCTIONS** – You may request

the Credit Union to facilitate certain trust, 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, 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.

You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this 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's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

27. **GOVERNING LAW** – This Agreement is governed by the Credit Union's Bylaws, federal laws and regulations, the laws and regulations of the state of Utah, 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 Salt Lake County. 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. The prevailing party in any action to enforce the terms of this Agreement shall be entitled to recover costs of court and reasonable attorney's fees from the other party.

28. **LOST ITEMS** – The Credit Union is not liable for items lost

while not in its possession.

II. FUNDS AVAILABILITY POLICY

1. **GENERAL FUNDS AVAILABILITY POLICY** – Funds from cash deposits, wire transfers, and certain check deposits (such as Treasury checks and cashiers checks) will generally be made available for withdrawal by the business day after the banking day of deposit. At that time, funds may be used as needed. For determining the availability of your deposits, everyday is a business day, except weekends and federal holidays. Deposits made after closing, or on a non business day, will be considered deposited on the next business day.
2. **RESERVATION OF RIGHT TO HOLD** – In some cases funds deposited by check will not be available for withdrawal by the business day after the banking day of deposit. Depending on the type of check deposited, funds may be unavailable until the second business day after the banking day of deposit. However, the first \$200 of your deposit will be available on the next business day. Anytime funds are not made available to you on the first business day, you will be notified at the time of deposit, as well as the time funds will be made available to you. If the deposit is not made directly to one of our employees or you have left the premises, we will notify you by mail of the delayed availability.
3. **HOLDS ON OTHER FUNDS** – If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.
4. **LONGER DELAYS MAY APPLY** – We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:
 - a. You deposit checks totaling more than \$5,000.00 on any one (1) day.
 - b. You deposit a check that has been returned unpaid.
 - c. You have overdrawn your account repeatedly in the last six (6) months.
 - d. We have reason to doubt collectibility.
 - e. There is an emergency, such as failure of

communications or computer equipment.

We will notify you if funds deposited may have delayed availability for any of these reasons. They will be available no later than the seventh business day after the banking day of deposit.

5. **SPECIAL RULES FOR NEW ACCOUNTS** – For new members, 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 and the first \$5,000 of certain checks (such as US Treasury, Government, US Postal Money Order or Cashier's) will be available on the first business day after the banking day of deposit. Funds deposited in excess of \$5,000 will be made available by the seventh business day after the banking day of deposit. Funds from all other check deposits will be available by the ninth business day after the banking day of deposit. Transactions at a credit union Shared Branch cannot be performed on your account.
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 for up to 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.

III. 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, Visa® debit card, online banking, bill pay, and mobile banking transactions involving your deposit accounts at the Credit Union.

1. SERVICES

- a. *ATMS.* You may use your Jordan Credit Union Debit Card and Personal Identification Number (PIN) in

automated teller machines of the Credit Union, and such other machines we may designate. At the present time, you may use your Card to make the following transactions on your accounts:

- Withdraw cash from your accounts.
- Obtain balance information on your accounts.
- Deposit funds to your accounts.
- Initiate cash advances from your line of credit account with VISA credit card.

b. *ATM Limitations.*

- You may only withdraw up to \$500 per twenty-four (24) hours.
- If you utilize any of the ATMs through the CO-OP Network, there will be no surcharge fees assessed for accessing their ATMs.
- ATM fees may apply when accessing other financial institutions' ATMs. They should notify you if a fee will be assessed prior to completing the transaction, and allow you to cancel the transaction if you are unwilling to be assessed their fee amount.

c. *Preauthorized EFTs and Direct Deposit.*

Preauthorized EFTs may be made into or from your Credit Union account(s). These may include preauthorized EFTs made to your account from a third party (such as Social Security or your employer) or from your account to a third party (such as a mortgage company or insurance premium payment), excluding bill-payment transactions. If EFTs are made into or from your account(s), those payments may be affected by a change in your account status or if you transfer your account. Upon instruction of (i) your employer or (ii) the U. S. Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security.

d. *Telephone Teller/Audio Response.* Your accounts can be accessed by audio response via a touch-tone telephone using your account number and a PIN you set up with us. You may use the service to do the following within the account you log into:

- Balance inquiries
- Transfers between your savings, checking, and loans
- Loan payments from your savings or checking
- Cash advances from your lines of credit
- Withdrawals
- Year-to-date and previous tax year interest and dividend totals

This service is normally available at any time, day or night. There is no limit to the number of

transactions you may make in any one day. Due to Federal regulations, there are certain monthly limitations on the number of transfers from a share savings account. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. There is a \$10,000 limit on withdrawals and transfers. All withdrawals are by a check, payable to you as the primary member on the account and will be mailed to your address of record. The credit union may refuse to honor any transaction for which you do not have sufficient available verified funds. The system will block access after three unsuccessful login attempts.

e. *Online e-Teller Service.* If we approve your application for online banking service to your accounts, a password will be given to you. You must change this password on first log in. You must use your password and your account number to access your accounts. E-Teller service is accessible seven (7) days a week, twenty four hours a day through the internet. There may be times when you are unable to process your transaction if our database is off-line for maintenance. At the present time, you may use the service to:

- Transfer funds between your checking or share savings accounts.
- Transfer funds to accounts of other members.
- Obtain account balances for any of your accounts.
- View and download account history for any account.
- Export files to Intuit Quicken®
- Utilize electronic bill payment services.
- Update address or contact information.

f. *Loan Advances.* Loan Advance Transactions are governed by the applicable loan agreement.

2. **ELECTRONIC CHECK TRANSACTIONS** – You authorize us to honor any electronic check conversion transaction and re-presented check fee debit transactions you authorize (“electronic check transaction”). 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 EFT services will apply to electronic check transactions, except the \$50 and \$500 limits of liability for any unauthorized transactions in Section 5. (Member Liability). You remain responsible for notifying

us of any unauthorized electronic check transaction shown on your statement.

3. **MOBILE BANKING SERVICE TERMS** –

a. *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 password 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.

b. *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 your savings or checking accounts to checking accounts.
- Review the account balance and transaction history for any of your deposit accounts.
- Review information regarding your loan account(s), including payment amounts, interest charges, due dates and balance information.
- Make payments from checking using Bill Pay.
- Remote Deposits.

c. *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., Alltel, AT&T, Cingular, Sprint, T-Mobile, Verizon, 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.

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

e. *Account Ownership and 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.

f. *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.

g. Neither we nor any of our service providers assume responsibility for the timeliness, deletion, misdelivery 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.

4. **CONDITIONS OF CARD USE** – The use of your Card and Account are subject to the following conditions:

a. *Ownership of Cards.* 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 the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your Account in lieu of a cash refund.

c. *Security of Personal Identification Number (PIN).* The PIN issued to you is for your security purposes. The Credit Union has no access to or record of your PIN. The numbers are confidential and should not be disclosed to third parties or recorded on or with the Card. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make your PIN available to anyone not authorized

to sign on your accounts. If you authorize anyone to use your PIN we are entitled to act on transaction instructions received using your PIN, and you agree that the use of your PIN will have the same effect as your signature for authorizing transactions. If you authorize anyone to use your PIN 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. 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 is changed. If you fail to maintain or change the security of your PIN and the Credit Union suffers a loss, we may terminate your ATM, EFT and account services immediately.

d. *Foreign Transactions.* Purchases and cash advances made 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 may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. If there is a currency conversion, you will be charged a foreign transaction fee of 1% of the transaction amount for any card transaction made in a foreign country.

e. *Illegal Use of 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 card.

5. **MEMBER LIABILITY** – You are responsible for all transfers you authorize using EFT services under this Agreement. If you permit other persons to use an EFT service, card, PIN or password, you are responsible for any transactions they authorize or conduct on any of your accounts. Inform us immediately if you believe anyone has used your account, card, PIN, or password and accessed your accounts without your authority, or if you believe an EFT has been made without your permission using information from your checks. Telephoning is the best way of keeping your possible losses down. For debit card purchase transactions, if you notify us of your

lost or stolen card, you may not be liable for any losses. These liability limits will apply, provided you were not grossly negligent or fraudulent in handling your card and you provide us with a written statement regarding your unauthorized debit card claim. Otherwise, the following liability limits may apply. For all other EFT transactions except electronic check transactions, if you tell us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or EFT service, and we can prove that we could have stopped someone from accessing your account without your permission if you had informed us, you could lose as much as \$500. Your liability for unauthorized line-of-credit transactions through an EFT service is \$50.

Additionally, if your statement shows EFT transfers you did not authorize, including those made by debit card, PIN, access code, or other means, inform us at once. If you do not inform us within sixty (60) days after the statement was mailed or made available to you, you may be liable for up to the full amount of the loss if we can prove we could have stopped someone from making the transfers if you had informed us. If a legitimate reason (such as a hospital stay) kept you from informing us, we will extend these time periods.

If you believe your card has been lost or stolen please call us **801-566-4195**, if it is after hours call the lost/stolen Visa hotline at **1-800-682-6075**. If you believe someone has transferred or may transfer money from your account without your permission, please call **801-566-4195** or toll-free at **1-800-866-1655** or write to: **Jordan Credit Union, P.O. Box 1888, Sandy, UT 84091-1888**

6. **BUSINESS DAYS** – Our business days are Monday through Saturday at select locations. Holidays are not included.

7. **FEES** – There are certain charges for electronic fund transfer services as set forth in the Fee Schedule. From time to time, the charges may be changed. We will notify you of any changes as required by law.

8. **RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS** –

- a. *Periodic Statements.* All electronic transfers will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.
- b. *Direct Deposits.* If you have arranged for a direct deposit to your account at least once every

sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling 801-566-4195.

- c. *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.

9. ACCOUNT INFORMATION DISCLOSURE – We will maintain the confidentiality and privacy of your account information in accordance with our Privacy Policy. However, we will disclose information to third parties about your account or your EFTs in the following limited circumstances:

- a. as necessary to complete transfers;
- b. to verify the existence of sufficient funds to cover specific transactions at the request of a third party, such as a credit bureau or merchant;
- c. to comply with government agency or court orders; and
- d. if you give us your express permission.

10. PREAUTHORIZED EFTS

- a. *Cancellation Rights.* If you have arranged in advance to make regular electronic fund transfers out of your account(s) for money you owe others, you may stop payment of preauthorized transfers from your account you must notify the Credit Union by writing any time up to five (5) business days before the scheduled date of transfer.
- b. *Notice of Varying Amount.* If these regular payments may vary in amount, the company you are going to pay will inform you ten (10) days before each payment when it will be made and how much it will be.
- c. *Liability.* The Credit Union may charge a fee for each stop-payment order requested, as set forth in the Fee Schedule. If payment of an item is stopped, you may remain liable to any person, including the Credit Union, holding the item, despite the stop-payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's 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 endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

11. CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS – If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your

losses or damages. However, there are some exceptions. We will not be liable, for instance, if:

- a. 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 limit on your line of credit or Courtesy Pay.
- b. You used the wrong PIN or you used a PIN or Card in an incorrect manner.
- c. The Card has expired or is damaged and cannot be used.
- d. The ATM where you are making the transfer does not have enough cash;
- e. The ATM or POS terminal was not working properly and you knew about the problem when you started the transaction.
- f. Circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- g. The money in your account is subject to a legal process or other claim.
- h. Your account is frozen because of a delinquent loan.
- i. The error was caused by a system of any of the designated ATM networks.
- j. The ATM machine retains your Card, in which event you may contact the Credit Union about its replacement.
- k. 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; the payee failed to process a payment correctly or in a timely manner; and a fee, penalty, or interest is assessed against you.
- l. If you have not given the Credit Union complete, correct, and current instructions for us to process a transfer or bill payment.
- m. 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 virus or problems related to software not provided by the Credit Union.
- n. If there are other exceptions as established by the Credit Union.

12. EFT SERVICES TERMINATION – You agree that we may terminate this Agreement and your EFT services if you or any authorized user of your EFT services, PIN or password 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 PIN. 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.

13. NOTICES – The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your Credit Union account and any future changes to those regulations.

14. BILLING ERRORS – In case of errors or questions about your EFT transactions under this Agreement, call or write to us at the number and address set forth in Section 5. as soon as possible. We must hear from you no later than sixty (60) days after we mailed or made available the first statement on which the problem appears.

- a. Provide your name and account number.
- b. Describe the transaction you are referencing, and explain as clearly as you can why you believe it is an error or why you need further information.
- c. Tell us the dollar amount of the suspected error. If you inform us orally, we may require that you send your complaint or question in writing within ten (10) business days. We will inform you of the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to register your complaint or question in writing and we do not receive it within ten (10) business days, we may not re-credit your account. If we determine after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members’ rights to privacy) relied upon to conclude that the error did not occur. If you have questions about your account, including check transactions, your responsibilities to examine your statements and notify us of errors are governed by your Membership and Account Agreement.
- d. For errors involving new accounts, point-of-sale, or foreign- initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

15. ATM SAFETY NOTICE – The following information is a list of safety precautions recommended:

- Be aware of your surroundings.
- Consider having someone accompany you to an ATM after dark or at a night-deposit facility.
- If another person is uncomfortably close to you when you’re making a transaction, ask him or her to step back before proceeding.
- Refrain from displaying cash at the location.
- As soon as your transaction is complete, place your money in your purse or wallet.
- If you notice anything suspicious, consider using a different ATM or return later.
- If you are followed, go to the nearest public area.
- Do not write your PIN on any of your cards.
- Report all crimes to law enforcement officials immediately.

IV. PRIVACY POLICY

Facts	What Does Jordan Federal Credit Union Do With Your Personal Information?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security Number • Income • Account Balances • Payment History • Credit History • Credit Scores <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>

How?	All financial companies need to share member's personal information to run their everyday business. In the section below, we list the reasons financial companies can share their member's personal information; the reasons Jordan Federal Credit Union chooses to share; and whether you can limit this sharing.
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Reasons we can share your personal information	Does Share?	Can you limit this sharing?
For our everyday business purposes: such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes: to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes: information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes: information about your credit worthiness	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions? Call 1-800-866-1655 or go to www.jordan-cu.org

Who we are	
Who is providing this notice?	Jordan Credit Union

What we do	
How does Jordan Federal Credit Union protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does Jordan Federal Credit Union collect my personal information?	We collect your personal information, for example, when you : <ul style="list-style-type: none"> • Open an account • Apply for a loan • Pay bills • Use your credit or debit card • Deposit money
Why can't I limit all sharing?	Federal law gives you the right to limit only: <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"> • Jordan Federal Credit Union has no affiliates.
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"> • Jordan Federal Credit Union does not share with non-affiliates so they can market to you.
Joint Marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> • Our joint marketing partners include investment and financial service providers and insurance companies.

SANDY | 9260 S. 300 E. | 801-566-4195
DRAPER | 407 E. 12300 S. | 801-523-1935
MIDVALE | 658 W. Center St. | 801-565-1212
RIVERTON | 2522 W. 12600 S. | 801-253-5152
HERRIMAN | 6375 W. 13400 S. | 801-446-7337
WEST JORDAN | 9250 S. Redwood Rd. | 801-565-1352
NEW BINGHAM | 4878 W New Bingham HWY. | 801-233-2700
Mailing Address P.O. Box 1888 Sandy, Utah 84091-1888

www.jordancu.org

