UNITE CREDIT UNION
403 Washington St
Cedar Falls, Iowa 50613
(319) 273-2479
www.unite-cu.org

MEMBERSHIP / TERMS & CONDITIONS / ACCOUNT AGREEMENT

This is the Agreement between you, the member, and Unite Credit Union ("Credit Union"), regarding your accounts with the Credit Union. By establishing an account with the Credit Union, you agree that this Agreement is a binding contract between you and the Credit Union.

You should retain a copy of the agreement and feel free to call the Credit Union if you have any questions. In addition to your agreement with the terms and conditions set forth in this document, by establishing an account with the Credit Union you acknowledge receipt of and agree to the various terms separately provided to you with regard to Truth in Savings, Availability of Funds, and Electronic Fund Transfers (EFT) and Wire Transfer Disclosures. The various terms and conditions set forth in those documents are incorporated into this Agreement by reference. You also agree to abide by the Bylaws of the Credit Union.

This Agreement and those documents discussed above include certain disclosures required under the Truth-In-Savings Act and National Credit Union Administration and Federal Reserve Board regulations and commentary, the Electronic Fund Transfer Act (Regulation E), the Iowa Electronic Funds Transfers Act, the Funds Availability Act (Regulation CC), Regulation D, and Uniform Commercial Code Article 4A.

Throughout this Agreement, the words "you" and "your" mean the member and any joint members or co-depositors or co-borrowers. The words "we", "our", "us", and "Credit Union" mean Unite Credit Union.

MEMBERSHIP

Membership Eligibility. The Credit Union serves in its field of membership those applicants within the Unite Credit Union's common bond as defined in the Credit Union's Charter. Unite Credit Union membership is open to Faculty, Staff, Students, Alumni & Retirees of the University of Northern Iowa; Faculty, Staff, Students, Alumni and Retirees of Cedar Falls Schools; Employees and Retirees of MidAmerican Energy. Membership is also open to anyone living in Blackhawk, Bremer, Butler and Grundy counties of Iowa. If a family member is already a member of Unite Credit Union, you are automatically eligible to join. Unite Credit Union is a State Chartered Credit Union.

Please review our Membership eligibility on the Unite Credit Union website at www.unite-cu.org for membership eligibility or speak with one of our service representatives to determine if you are eligible to join. Eligibility also includes Credit Union employees. If you retire, change jobs (outside the field of membership) or move to a new location, you may remain a member of the Credit Union. Only members in good standing may receive the benefits and services of the Credit Union.

Unite Credit Union wants you to know that "once a member, always a member". Unite Credit Union is organized under regulatory laws that are monitored and enforced by the National Credit Union Administration, an agency of the U.S. Government.

Family Membership. Our membership also includes, if sponsored by a Member in Good Standing, immediate family members, regardless of where they live or work. The National Credit Union Administration (NCUA) defines "immediate family" as spouses, children, siblings, parents, grandparents, grandchildren, stepparents, stepchildren, stepsiblings, and adopted children.

Becoming a Member. To become a member of the Credit Union, you must complete a Member Application and Signature Card, open a Regular Share Account and deposit and maintain a new membership fee of the minimum required share(s) ("membership share") as set forth in the Credit Union's bylaws. The basic share deposit that you must always keep in your Regular Share Account is $5.00.

Credit Information. You authorize the Credit Union to check your account, investigate your credit standing and employment history when opening or reviewing any Loan Account. We may report information about your loan account(s) to credit bureaus. Late payments, missed payments, or other defaults on your loan account(s) may be reflected in your credit report. You also authorize the Credit Union to disclose information regarding your Account to credit bureaus and creditors who inquire about your credit standing.

Deposits Generally. After you have established your Regular Share Account, you may make additional deposits into that account, or establish other types of accounts as described herein, at any time and in any amount. Your accounts are not transferable except on the Credit Union's books and records. We may establish minimum amounts for deposits in your Regular Shares Account or any other accounts you have with the credit union.

You can make deposits in person or by mail. At the present time, you can arrange to have one or more of the following deposits made directly to your accounts: (1) payroll deduction deposits, (2) net pay deposits, (3) Social Security deposits, (4) pension plan deposits, (5) stock dividends or (6) other miscellaneous deposits. If you have an automatic teller machine (ATM) card or a debit card, you can also make a deposit through one of the automated teller machines equipped to accept deposits.

If we deposit any funds into your account(s) by direct deposit, which should have been returned to the State or Federal Government for any reason, you authorize us to charge your account for the amount of those funds and return the funds to the issuing governmental entity. We may charge your account without providing prior notice, unless otherwise required by law, and return the funds to the issuing party. We may also charge your account for this type of transaction if so disclosed on our fee schedule.

If you have been given access to our Unite Credit Union Online Banking & Bill Pay Service, you can also transfer funds from one account to another within this credit union.

If you have arranged to have direct electronic fund transfer deposits made to your account, you can call us toll free at (844) 443-4474 to find out whether or not the deposit has been made. In addition, you will receive an account statement showing all such direct deposits at least monthly. Your account statements will be admissible as evidence of the electronic fund transfer deposit or other transaction they represent in any action in a court of law.

All deposits are subject to proof and verification. If you deposit a check, draft or other non-cash item, we have the right to clear it before we make the money available to you subject to applicable federal regulations. If there are special fees for collecting your deposit, you promise to pay them (see the Member Fee Schedule for a list of fees). We may deduct such fees directly from your account. If we feel there is a reason to do so, we may refuse, limit or return any deposit. We have the right to refuse to accept any deposit and we specifically reserve the right to refuse to accept checks for deposit that have more than one endorsement. We reserve the right not to pay interest on amounts subject to garnishment, levy or other legal process; and we reserve the right not to pay interest on any deposit that is returned to us unpaid by the financial institution on which it is drawn (even if that means a reversal of credited interest).

All negotiable instruments presented for deposit must be in a format that can be processed and/or photographed. The Credit Union may refuse to accept any check or draft that does not meet this requirement. All endorsements place on the reverse side of any check or draft which you deposit to your account must be placed so that they are on the left side of the item when looking at it from the front and must be placed so they do not go beyond an area located 1 and ½ inches from the left edge of the item when looking at it from the front. The Credit Union may refuse to accept any item that does not meet this requirement, and, if the credit union does accept it, you agree that you are completely responsible for any loss we incur which is premised on an endorsement not meeting this requirement, including any court costs and reasonable attorney fees.

Fees. Any Account may be subject to service charges in accordance with the fee schedule adopted by the Credit Union from time to time. You should refer to the Member Fee Schedule for a list of fees. These fees may be changed at our discretion. We will provide you notice of such changes in accordance with law.

Transaction Restrictions. We may refuse to allow a withdrawal in some situations and will advise you accordingly if: (1) there is a dispute between account owners (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; or (5) you fail to repay a credit union loan on time. Please also see our Funds Availability Policy Disclosure.

Transaction Limitations. For some accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic or Internet transfer, by telephonic order or instruction, or by check, draft, debit card, mobile transfer or similar order. If you exceed these limitations, your account may be subject to a fee or be closed.

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Other types of transfers and withdrawals, such as those made in person, by mail, or at an ATM can be made without limitation. Please refer to the Truth-in-Savings Disclosure for more information regarding transaction limitations. The Credit Union reserves the right to require not less than 7 days advance notice nor more than 60 days advance notice from you of any withdrawals.

Unlawful Internet Gambling Notice - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

Power of Attorney. If you appoint an agent as your Attorney-in-Fact with a Power of Attorney document and we accept the documentation presented for such an appointment, we may accept such an authorization for transactions without further communication to you. Unless your Power of Attorney document specifically prevents you from entering into transactions, we may accept either your personal transactions and/or those authorized by your appointed "Agent".

Special Terms Regarding Share Draft Accounts

Deposits Generally. Once you have established your Share Draft Account (at some Credit Unions, these are called checking accounts), you may make additional deposits into those accounts at any time and in any amount subject to the terms of this Agreement. The above terms regarding "deposits generally" also apply to Share Draft Accounts, except as they may be modified by this section. All drafts drawn on your Share Draft Account may be returned by us unpaid for any reason that drafts are normally returned, such as, for example, insufficient funds, uncollected funds, or litigation.

Share Draft Account Minimum Balance. There is no minimum amount required to open or maintain a Share Draft Account.

Share Draft (Checking) Account. Share drafts must generally be ordered through the Credit Union. If share drafts are not ordered through the Credit Union, the Credit Union will assess a fee whenever problems in clearing such drafts in an automated fashion arise. When you order share drafts through the Credit Union, the Credit Union will charge your account for the costs of said share drafts, which costs vary depending on the style of drafts ordered. You may select drafts from the current styles available.

CHECKS PRESENTED FOR PAYMENT IN PERSON. We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft and we shall have no liability for refusing payment. If we agree to pay a check or draft that is presented for payment in person, we may require the presenter to pay a fee. Any applicable check cashing fees are stated in the Member Fee Schedule.

REMOTELY CREATED CHECKS. For purposes of this paragraph, "account" means a transaction account, credit account, and any other account on which checks (share drafts) may be drawn. A remotely created check is a check created by someone other than the person on whose account the check is drawn. A remotely created check is generally created by a third party payee as authorized by the owner of the account on which the check is drawn. Authorization is usually made over the telephone or through on-line communication. The owner of the account does not sign a remotely created check. In place of the owner's signature, the remotely created check usually bears a statement that the owner authorized the check or bears the owner's printed or typed name. If you authorize a third party to draw a remotely created check against your account, you may not later revoke your authorization. It is your responsibility to resolve any authorization issues directly with the third party. We are not required to credit your account and may charge against your account any remotely created check for which the third party has proof of your authorization.

Transaction Limitations. Except as otherwise stated in this Agreement, or in any applicable federal or state law or regulation, there are no transaction limitations on this account.

Payment of Share Drafts. The Credit Union is under no obligation to pay a share draft which is more than 6 months old. Except for negligence, the Credit Union is not liable for any action it takes regarding the payment or non-payment of a draft.

Dividends. Refer to our Truth in Savings Disclosure.

Funds Availability. Funds from deposits you make into your Share Draft Account may not always be immediately available. Refer to our Funds Availability disclosure for more details.

The use of the Share Draft Account is subject to other terms, conditions and requirements as the Credit Union may establish from time to time.

Fees. As with all other accounts, your Share Draft account may be subject to service charges in accordance with the fee schedule adopted by the Credit Union from time to time. You should refer to the Member Fee Schedule for a list of fees. These fees may be changed at our discretion.

Overdraft(s). The Credit Union is under no obligation to pay a share draft you have written, or notify you if it would result in the Share Draft Account being overdrawn (a draft written against your Share Draft Account when insufficient available funds are on deposit in the account is known as an NSF Share Draft), however, you agree to reimburse the Credit Union for funds advanced if the Credit Union does pay a share draft or other authorized transaction from your account(s), including any fee applicable for such an overdrawn account. You agree for yourself and the person or entity you represent if you sign as a representative of another, to the terms of this account and the schedule of charges. You authorize us to deduct these charges directly from your share draft account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

If this is a joint account (that is, if two or more people are parties to this account), all of the joint owners are jointly and severally liable to repay the Credit Union the amount of any overdraft and service charges, regardless which of the parties writes the draft that creates an overdraft and regardless of which party benefits from the overdraft. Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. This includes liability for our costs to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees.

Standard Overdraft Protection. If we offer standard Overdraft Protection, you must separately apply and be approved for Overdraft Protection. Overdraft protection is a revolving line of credit that can be attached to your checking account. To the extent authorized by law, you hereby authorize us to transfer funds from other accounts you maintain at this credit union, to any account upon which you issue a share draft when there are not sufficient funds in the account upon which that draft is issued. If you have a line of credit with this credit union, transfers will be made either from your credit line up to the available credit limit or from your Regular Share Account, if there are sufficient funds in the Regular Share Account. You may elect your preference as to which account funds may be transferred from for this purpose. Any overdraft transfers resulting from this procedure may result in a fee being assessed to your Regular share account. You agree to hold the credit union harmless for any and all liability that may otherwise exist if a transfer does not occur.

Courtesy Pay Overdraft Disclosures. If we offer Courtesy Pay Overdraft Protection, you must separately apply and be approved for Courtesy Pay. These Courtesy Pay Overdraft Disclosures describe the circumstances when we (the credit union) will pay overdrafts in your checking account and charge you a Courtesy Pay fee. "Overdraft" means there is not enough "available balance" in your checking account or any other account funds can be transferred from to pay for a transaction at the time it is presented to us for payment ("posts" to your account). If we pay for an overdraft, we will charge a Courtesy Pay fee. The fee is described in our Fee Schedule, which is updated periodically.

Please note that for ATM and one-time debit card transactions, you must affirmatively consent to this coverage on a separate disclosure. Without your consent, we may not authorize and pay an ATM or one-time debit card transaction that will result in negative available balance in your account.

The following is important information regarding your account balance, how transactions are posted to your account, and when an overdraft fee will be charged. You should read these disclosures carefully. If you have questions, please see a branch representative or give us a call.

Your Checking Account Balance. Your checking account has two kinds of balances: the "actual" balance and the "available" balance. Both can be checked when you review your account online, by phone, or at a branch. It is important to understand how the two balances work so that you know how much money is in your account at any given time. This section explains actual and available balances and how they work.

Your **actual** balance is the full amount of all deposits made into your account less payment transactions that have actually "posted" to your account. While the term "actual" may sound as though the number you see is an up-to-date display of what is in your account that you can spend, that is not always the case. It does not reflect checks you have written or payments you have authorized, or holds on deposits that have not yet posted.

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For example, if you have a $50.00 actual balance, but you just wrote a check for $40.00, then your actual balance is $50.00 but it does not reflect the pending check transaction. So at that point, you actually have $50, but you have already spent $40. Also, the actual balance does not include holds that may be placed on checks you deposit. Thus, if you deposit a $1,000 check, your actual balance will increase by $1,000 but only $275 may be available for you to spend because there may be a hold on $725 for a period of time.

Your **available** balance is the amount of money in your account that is available to you to use without incurring an overdraft fee The available balance takes into account things like holds placed on deposits and pending transactions (such as pending debit card purchases) that the Credit Union has authorized but that have not yet posted to your account. For example, assume you have an actual balance of $50 and an available balance of $50. If you were to use your debit card at a restaurant to buy lunch for $20, then that merchant could ask us to pre-authorize the payment. In that case, we will put a "hold" on your account for $20. Your actual balance would still be $50.00 because this transaction has not yet posted, but your available balance would be $30 because you have committed to pay the restaurant $20. When the restaurant submits its bill for payment (which could be a few days later), we will post the transaction to your account and your actual balance will be reduced by $20. Available balance at the time a transaction posts to your account is used to determine when your account is overdrawn.

It is very important to understand that you may still overdraw your account even though the available balance appears to show there are sufficient funds to cover a transaction that you want to make. This is because your available balance may not reflect all the outstanding checks and automatic bill payments that you have authorized, or other outstanding transactions that have not been paid from your account. In addition, your available balance may not reflect all of your debit card transactions. For example, if a merchant obtains our prior authorization but does not submit a one-time debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions), we must release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released until the transaction has been received by us and paid from your account.

The best way to know how much money you have and avoid paying overdraft fees is to record and track all of your transactions closely.

IF YOU DO NOT UNDERSTAND THIS AGREEMENT OR HAVE ANY QUESTIONS, PLEASE CONTACT US.

Overdraft and Non-Sufficient Funds Fees (NSF). We will charge you a fee **each time** a payment is made on this account and that payment is returned for Non-Sufficient Funds, **and each time that same payment is presented for payment** with non-sufficient funds available to cover the payment, regardless of who initiates the re-presentment. The payment could be initiated by us or by you, or by the financial institution on whom the payment is initiated. So, you could be charged multiple times a Non-Sufficient Funds Fee for the same check or payment, or that same item is re-negotiated with insufficient funds available to cover that check or payment. You should refer to our Fee Schedule for a list of fees.

Suspension of Services. The Credit Union reserves the right to suspend the benefit of any Credit Union service at any time for reasonable cause. We also have the right to pay any check presented for payment from your account after your account is closed or suspended and we may proceed to collect any such amount paid from you.

Truncated Drafts; Statements. Your canceled share drafts will not be returned to you; they will become Credit Union property and be held by us ("truncated") for you. Your monthly statement will itemize your canceled drafts by number, date of clearing and the amount of the draft. Any objection respecting any item shown on a periodic statement is waived unless made in writing to the Credit Union before the end of sixty (60) days after the statement is mailed. A copy of any share draft will be available to you as required by law. There may be a small fee to obtain a copy of a draft (see the Member Fee Schedule for a list of fees).

Stop Payments

Stop Payment Order Request. An account owner may request a stop payment order on any share draft drawn on the account owner's account. Any owner is authorized to place a stop payment or cancel a stop order. Any owner's actions with regard to placing or canceling a stop payment order is binding on any and all other account owners. To be binding, an order must be dated, signed, and describe the account and draft number and the exact amount. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the number of the account, number of the draft, and its exact amount. You understand that the exact information is necessary for the Credit Union's computer to identify the share draft. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the draft. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the draft. If we re-credit your account after paying a draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the draft, and to assist us in any legal action.

Verbal Stop Payment Request. If a verbal stop-payment order is accepted at the Credit Union and I fail to complete and submit this written request for the stop payment order within 14 days, the Credit Union's block on the payment shall be lifted and the Credit Union will issue payment to any payee(s). An oral stop payment order ceases to be binding after 14 days if I fail to provide this written confirmation of the stop payment order.

Duration of Order. If this stop payment order is for a check/draft, it will expire after 6 months unless renewed in writing. Preauthorized EFTs will never expire, unless I request a withdrawal of the request.

Postdated & Stale Share Drafts. You understand that postdating a share draft will have no effect on whether or not it is honored prior to or after the date of any such share draft. A stale share draft is any share draft received by Us that is dated 6 months or more prior to the date of receipt. We may pay or refuse to pay any postdated, stale or overdraft share draft, or other item presented for payment on Your Account without any liability.

Liability. Fees for stop payment orders are set forth on the Truth in Savings Rate and Fee Schedule. You generally may NOT stop payment on any certified check, teller's check or any other check, draft, or payment guaranteed by us. Even if payment of such an item is stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages or claims related to our refusing payment of an item, including claims of any multiple party, account owner, payee, or endorser in failing to stop payment of an item as a result of incorrect information you provided the Credit Union.

Other Terms and Conditions

Individual Account(s) are owned by one person.

Payment of Share Drafts after Death. The Credit Union may, after the date of your death, pay share drafts drawn before death unless ordered to stop payment by the Personal Representative or other appropriate person claiming an interest in the account.

Joint Account(s) with Survivorship. If two or more parties have signed a signature card as Joint Account owners with rights of survivorship, you are creating, and intend to create, a "joint tenancy with rights of survivorship" and either one of you may withdraw from the account without the signature of any other joint owner, unless otherwise restricted upon opening of the account. That is, you as the owners of the account agree with yourselves and the Credit Union that all sums paid in shares or other deposits (as applicable), together with all accumulations, prior to now or hereafter, less setoffs as allowed by law for any sums due the Credit Union by any party, shall be owned by all of you jointly with full right of survivorship, and shall be subject to withdrawal or receipt by any of you in whole or in part.

Unless otherwise stated on the account card, a joint account includes rights of survivorship. This means that when one owner dies, all sums and interest in the joint account will pass to the surviving joint owner. For a joint account without the rights of survivorship, the deceased owner's interest passes to his or her estate. A surviving owner's interest is subject to the Credit Union's statutory lien for the deceased owner's debts and obligations to the Credit Union and, to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

Payment to any of you or the survivor(s) of you, or your personal representatives, administrators or assigns of the last survivor(s) of you, shall be valid and discharge the Credit Union from any liability for such payment and amount. Each signer appoints each other signer to be his or her irrevocable attorney: to make deposits to the account; to endorse, for cash or deposit, any checks or other items whether payable to one of the signers alone or with others; and to receive and receipt for all funds all without obligation to us to inquire into the source or application of funds. To induce us to act thereunder, each person signing the signature card jointly and singly agrees to hold the Credit Union harmless and indemnify us from loss, cost, and damage in all respects in connection with any of the foregoing, including court costs and attorney's fees, except as may be limited by applicable law. Any or all of the joint owners may pledge all or part of the shares or deposits in the account as collateral for security on a loan(s) to this Credit Union. No authority or obligation of the Credit Union may be changed or terminated by one or more of the joint owners without prior written notice to the Credit Union, and no such change or termination shall affect transactions already made. Further, each joint owner is subject to the terms and disclosures of this Agreement, and hereby acknowledges receipt thereof. With the exception of Certificate Accounts or as otherwise prohibited by law, any joint owner on an account is also a joint owner on all sub-accounts listed under that account number.

Trust Accounts. If you have opened an account for a Trust, you as Trustee(s) understand and agree that the Credit Union may distribute funds pursuant to the terms of the most recently dated Trust Agreement on file at the Credit Union, and you, on behalf of the Trust, all beneficiaries of the

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Trust, and all Successor Trustees forever indemnify and hold the Credit Union harmless for distributions made pursuant to that Trust made in good faith in the absence of gross negligence on the part of the Credit Union. You further agree that it is your responsibility to notify the Credit Union when a Trust for which an account has been opened has been revoked, rescinded, revised, or in any way modified.

Revocable Trust or Pay-on-Death Account. If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are names and survive the death of all persons crating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change the account types, and (3) withdraw all or part of the account funds at any time.

POD/Trust Account Designation. A Payable on Death (POD) account or trust account designation is an instruction to the Credit Union that a single or multiple party account so designated is payable to the owner(s) during his, her or their lifetimes and, when the last account owner dies, payable to any named and surviving POD or trust beneficiary/payee. The owners of these account types may change the beneficiaries, change the account types, and/or withdraw any or all of the account funds at any time. Accounts payable to more than one surviving beneficiary/payee are owned in equal shares by those beneficiaries, without right of survivorship. The Credit Union is not obligated to notify any beneficiary/payee of the existence of any account or the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law. Any POD or trust beneficiaries/payee designated shall not apply to Individual Retirement Accounts (IRAs).

Custodial Accounts for Minors. Any custodial accounts for minors are subject to the terms and conditions set forth in the Uniform Transfer to Minors Act. It is your responsibility to know and abide by any legal effects related to this type of account.

Other Accounts for Minors. We may require any account established by a minor to be a multiple party account with an owner who has reached the age of majority under Iowa law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may pay funds directly to a minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. We will not change the account status when the minor reaches the age of majority, unless authorized in writing by all account owners.

Missing Endorsements. The Credit Union is authorized to supply any of your endorsements on any check or other instrument tendered for any account, and the Credit Union shall have no liability in connection with the collection of such items that are handled by it without negligence, and the Credit Union shall not be held liable for the acts of any agents, subagents or others. We may accept transfers, checks, drafts and other items for deposit into your account(s) if they are made payable or to the order of one or more account owners, even if they are not endorsed by all payees. Withdrawals may not be made on account of such items until collected, or as otherwise provided by law. Any amount not collected, or later returned, may be charged back to the account, including expense incurred, and any other outside expenses incurred relative to the account may be charged to it.

Convenience Signer/Agency Designation on an Account. A convenience signer or agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or Credit Union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent.

Share Insurance. Your savings in the Credit Union are insured up to $250,000 by the National Credit Union Administration (NCUA), an agency of the Federal Government, in accordance with regulations promulgated by the NCUA. Retirement accounts, including IRA share accounts and traditional IRA certificates, are covered separately to $250,000 by NCUA. Generally, if a Credit Union member has more than one individual account in the same insured Credit Union, those accounts are added together and are insured up to $250,000. Shares maintained in different legal ownership capacities may each be separately insured. There are numerous combinations of accounts that can increase your total coverage. Contact a Member Service Representative to discuss ways to increase your total coverage.

Charges. You agree to pay us charges in connection with your accounts in accordance with the Member Fee Schedule for accounts in effect from time to time. We will provide advance notice of any increase in current charges, or any new charges, as required by law. We may deduct any charges owed by you from any of your accounts, whether you are an owner or joint owner. We reserve the right to waive any charges in our sole discretion.

Return of Deposits/Closed Accounts. We may, at any time, in our sole discretion, refuse to accept any deposit, or close any or all of your accounts with us without prior notice to you. Provided, however, we may not terminate your membership in the Credit Union without satisfying the notice provisions of the Credit Union Act and related Bylaw Provisions and regulations. If we close an account, we will notify you and send you a check for any balance in your account after deducting all applicable charges. Any withdrawal that reduces the amount in an account to zero (other than a Share Draft Account) may automatically close that account. We are not liable for any draft, withdrawal or other order after an account is closed. Any drafts presented after your account has been closed will be returned unpaid. We reserve the right to advise consumer reporting agencies and other third parties of accounts closed for misuse.

Inactive Accounts. The Credit Union will consider your account abandoned if it is inactive as defined by Iowa Statute with no deposits or withdrawals on your account. This excludes dividends credited to your account by the Credit Union. Iowa Law requires the Credit Union to turn these funds over to the State after a period of no activity as specified by statute. Before turning funds from inactive accounts over to the State of Iowa, the Credit Union will send notices as required by Iowa law advising you of your rights. The Credit Union reserves the right to assess a monthly or annual fee on those accounts that have become inactive an deemed abandoned.

Statement(s). If we send you a periodic statement for your Share Draft Account and the statement(s) will include all activity on your account as required by law. You will receive a periodic statement for your Share Savings Account or other savings accounts, unless you have an electronic funds transfer transaction during a monthly period (in which case you will receive a monthly statement), or you will receive a combined statement on a monthly basis if you have a Share Draft Account and other savings accounts. Each such statement shall show the transactions on your accounts and any charges. We reserve the right not to send statements for accounts we consider inactive, or for those accounts on which we do not have a valid address on file. You should examine the periodic statement carefully and reconcile the account. If there are any discrepancies, the Credit Union should be notified immediately. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30-days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations, forgeries, or any other errors in your account within 30 calendar days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 30-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

If you do not receive a periodic statement when you would normally receive one, you agree to notify us within fourteen (14) calendar days of the time you normally would have received a statement. The Credit Union will not be liable if items were forged or altered such that a reasonable financial institution could not detect the fraud.

Agreement. This Agreement shall be effective and shall govern all deposit accounts with us. By signing a signature card, making deposits or withdrawals, or leaving amounts on deposit, you agree to the terms of this Agreement. This Agreement shall supersede all previous agreements for such accounts.

Amendment. We may change any of the items of this Agreement at any time without prior notice to you if the change is favorable to you. We may make changes that are adverse to you only if we provide you with any notice required by law or required in this Agreement. You may close the account if you do not agree to the changes; if you continue to use the account or keep the account open after the effective date of such change, you will be deemed to have agreed to the changes.

Notice of Name or Address Changes. You are responsible for notifying us of any address or name change. Whenever we are required to send you notice, the Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us in writing. The Credit Union requires all notices of change in address or name to be in writing.

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Notice of Amendments. Except as prohibited by applicable law, we may change the terms of this Agreement. We will notify you of any changes in terms or rates as required by law or as required in this Agreement. All notices regarding the account will be posted in our office lobbies or will be sent to you to the address shown on your statement. In the event of joint ownership, notice by or to any one joint depositor shall be deemed notice by or to all. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to future enforcement. We reserve the right not to send notice for accounts we consider inactive. Notices to us should be sent to: **Unite Credit Union, 403 Washington Street, Cedar Falls, Iowa 50613; Phone: (319) 273-2479 Fax: (319) 266-3761.**

Effect of Notice. Any written notice you give us is effective when we receive it. Any written notice we give 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 account owner is considered notice to all account owners.

Indemnity. If by following your instructions we are exposed to a claim or suit by an adverse claimant, you shall hold us harmless and indemnify us from any such losses, expenses, liabilities or damages including actual attorneys' fees. If you ask us to follow instructions that we believe might expose us to claims, suits, losses, expenses, liabilities or damages, whether directly or indirectly, we may refuse to follow your instructions, or we may require a bond or other protections.

Severability. If any of this Agreement is found by any other court or regulatory body of competent jurisdiction to be invalid or unenforceable in whole or in part for any reason whatsoever, the authority of the remaining provisions or portions hereof shall not be affected thereby.

Waiver. We may waive any of these provisions at our sole discretion, but any such waiver will apply only on that occasion. If we chose to waive any provision, we will not be bound to waive the same provision or any other provision on another occasion.

Telephone Requests. You agree (for joint accounts, all joint owners agree jointly and severally) that funds in any of your accounts with us can be transferred upon the telephone request of any signer on the account. We shall not be responsible for any loss incurred as a result of our acting upon or executing any request, order or instruction we believe to be genuine. Furthermore, we may refuse to execute any telephone request or order.

Facsimile Signatures. You agree (for joint accounts, all joint owners agree jointly and severally) that the Credit Union may accept and rely on facsimiles of your signature(s) on any deposit or withdrawal form, order or other notices, requests or instructions regarding any account under this Agreement or with the Credit Union. We shall not be responsible for any loss incurred as a result of our acting upon or executing any request, order or instruction we believe to be genuine. Furthermore, we may refuse to execute any facsimile request or order.

Information About Your Accounts and About You. Generally, we will not disclose information to third parties about your accounts or about you without your permission. However, we may disclose information: (1) when it is necessary to complete transfers or transactions, or to send notice of dishonor or nonpayment; (2) to our accountants, attorneys or other professional advisors; (3) to Credit Union or financial institution regulators; (4) to exchange, in the regular course of business, credit information with other financial institutions or commercial enterprises, directly or through credit reporting agencies; (5) to advise third parties of accounts closed for misuse; (6) to furnish information to the appropriate law enforcement authorities when we believe we have been a victim of a crime; (7) to comply with government agency or court orders, or to furnish any information required by statute; (8) to furnish information about the existence of an account to a judgment creditor of yours who has made a written request for such information; (9) when we are attempting to collect an obligation owed to us; or (10) unless otherwise prohibited by law. In addition, you understand and agree that we may, from time to time, request and review credit reports and other information about you prepared by credit reporting agencies or others. For additional information about how we share your information with third parties, please refer to the Credit Union's Privacy Notice.

Section Headings. Section headings in this Agreement are for convenience of reference only and shall not govern the interpretation of any of the provisions of this Agreement.

Legal Process. If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any pay out until the dispute is resolved. Any expenses or attorney fees we incur responding to legal process, including but not limited to responding to garnishments, attachments or levies on your account(s), may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our priority lien and security interest.

Governing Law. This Agreement shall be governed by the laws, including applicable principles of contract law, and regulations of the State of Iowa, except as superseded by federal laws and regulations, by the Credit Union's Bylaws, and by local clearinghouse rules. Unless prohibited by applicable law, any action brought pursuant to this Agreement against the Credit Union must be brought in the local State District Court or State Circuit Court in the jurisdiction of the Credit Union's main office or Branch Offices.

Right to Bring Civil Action. Iowa Statutes provide you with certain rights as a consumer and you have a right to bring a civil action against any person violating the consumer rights set forth by statute governing consumer privacy and unauthorized withdrawals. You may also be entitled under the law to punitive damages, court costs and reasonable attorney fees.

Right to Repay Loans without Penalty. Unless any loan agreement otherwise specifies, you have a right to repay any loan at any time in advance or in-full without penalty.

Taxpayer Identification Numbers and Backup Withholding. Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest and certain other payments. If you fail to provide your TIN, we may suspend opening your account.

Special Account Instructions. You may request that we facilitate certain business, trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your business, trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or other protection. Account changes requested by you, or any account owner, such as adding or closing an account or service, must be evidenced by a signed Account Change form and accepted by us.

Termination of Account. We may terminate your account at any time without notice to you, or we 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 share drafts 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; or (7) we reasonably deem it necessary to prevent a loss to us. You may terminate a single party account by giving written notice. We reserve the right to require the consent of all owners to terminate a multiple party account. We are not responsible for payment of any draft, withdrawal, or other item after your account is terminated, however, if we pay an item after termination, you agree to reimburse us.

Termination of Membership. You may terminate your membership by giving us notice. You may be denied services or expelled for any reason allowed by applicable law, including causing a loss to the Credit Union. Termination of your membership does not relieve you from any legal obligation created while you were a member of this Credit Union.

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Account Agreement. Your application for Membership in the Credit Union as well as your use of any Credit Union Membership privileges constitutes and acknowledgement and consent to the terms and conditions of your accounts as set forth in this Account Agreement and all other accompanying Disclosures provided to you.

Share Drafts & Other Access Devises. We may reject any share draft or other Account access device which does not meet Our standards for acceptance by Us, whether such standards are established by law, regulation or Our own policy.

Payment Order Of Items. The law permits us to pay items (such as checks or drafts) drawn on your account in any order. To assist you in handling your account with us, we are providing you with the following information regarding how we process the items that you write. When processing items drawn on your account, our policy is to pay them in the order that they are received. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. There is no policy that is favorable to every instance. If the smallest items are paid first, you may have fewer NSF or overdraft fees, but the largest, and perhaps more important items (such as rent or mortgage payments) might not be paid. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The amounts of the overdraft and NSF fees are disclosed elsewhere. By paying items in the order that we receive them, we think our policy attains a reasonable balance between minimizing additional cost to you and paying your more important items. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring the resulting fees.

Military Lending Act Compliance. Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

Non-Military Lending Act Lien & Right of Offset/Enforcement. Unless you are subject to the protections of the Military Lending Act, if you owe us money as a borrower, guarantor, endorser or otherwise, you acknowledge that we have a statutory lien and consensual lien on the account funds in any account in which you have an ownership interest, regardless of their source, unless prohibited by law. We may apply these funds in any order to pay off your indebtedness. By not enforcing a lien, we do not waive our right to enforce it later. In addition, you grant the Credit Union a consensual security interest in your accounts and we may use the funds from your accounts to pay any debt or amount now or hereafter owed the Credit Union, or for any loss, cost or expenses, including reasonable attorney's fees, we incur as a result of your failure to comply with the terms and conditions of this Agreement or that we may take to enforce this Agreement or any other Agreement you may enter into with us. This security interest is not applicable to obligations secured by your residence, or unless otherwise may prohibited by applicable law. We will notify you if we have exercised our right of offset. All accounts are nonassignable and nontransferable to third parties.

If you are or become subject to the provisions of the Military Lending Act, we do not have a statutory or consensual lien on your funds, even if you owe the Credit Union money and even if the loan is in default.

Pledges. Unless Military Lending Act protections apply to a member, while the Credit Union has a priority lien in any deposits, each owner of an account may pledge all or any part of the funds in it for any purpose to which we agree. Unless Military Lending Act protections apply to a member, the Credit Union's lien on any deposit and any pledge of an account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.

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

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

Provisional Payment (ACH Receipt). Credit given by us to you with respect to any automated clearinghouse credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you the amount of such entry.

USA PATRIOT ACT

In accordance with the USA PATRIOT ACT, Federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or entity opening an account. This includes all personal and commercial accounts including loan and deposit accounts, as well as trust, brokerage, insurance, and investment management accounts.

What This Means To Our Members

When you open an account, you will be asked for your name, address, social security or tax identification number, date of birth (if applicable) and other information that will allow Unite Credit Union to identify you. You will also be asked to furnish your driver's license or other identifying documents. We are required to follow this procedure each time an account is opened, even if you are a current member of Unite Credit Union.

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DISCLOSURE FOR ELECTRONIC FUND TRANSACTIONS (EFT) AND WIRE TRANSFER NOTIFICATION

Unite Credit Union offers various electronic fund transfer services to our members. We provide MasterMoney® Card/ATM Debit Card to members who apply and are approved. . Sometimes two or more persons are furnished such cards relating to a single account at the Credit Union. You may also be authorized access to your account(s) through our Unite Credit Union Online Banking system

Chip Card technology may require a member to call a third party number to request a unique PIN. The MasterMoney® Card/ATM Debit Card can be used in any one of a number of Automated Teller Machines (ATMs) to make "electronic fund transfers." Transfers can be made to, from or between one or more shares of the same account number in the Credit Union. Simply follow the instructions at the machine. You may use your Card in automated teller machines of the Credit Union and MASTERCARD® Network machines or facilities as the Credit Union may designate and participate with for you to use your MasterMoney® Card/ATM Debit card.

This disclosure is furnished to you as a Member of Unite Credit Union. It meets the requirements of both the federal and Iowa statutes relating to "electronic fund transfers". It also meets the requirements of the regulation (Reg. E) issued by the Federal Reserve Board pursuant to the federal statute, whether such "electronic fund transfers" are made by use of an ATM or in any other manner. This disclosure is also a contract. The terms and conditions set out here are binding on you and on us as to the making of such "electronic fund transfers using your MasterMoney® Card/ATM Debit Card and PINs, access by Code(s), or any other electronic fund transfers, in the following cases:

- If you use the account(s) covered by this disclosure after receipt of this agreement.
- If you already have a MasterMoney® Card/ATM Debit Card, Unite Credit Union Online Banking system access and/or a PIN and you use them to make such transactions after receipt of this agreement.
- If you ask us to provide you with a PIN and you thereafter use it, together with a MasterMoney® Card/ATM Debit Card or Unite Credit Union Online Banking system to make such transactions.
- If you ask us to provide you with a PIN and you thereafter use it to make any service transactions.
- If you receive a MasterMoney® Card/ATM Debit Card from us without asking for it, but then ask for a PIN so that you can use the card, and you use the card and PIN to make such transactions.
- If you receive access to use our On-Line Bill payment System, for any transactions.
- If you authorize the payee of any share draft or e-Check to be processed electronically.
- In any such cases, your use of the account(s) or your making of such transactions constitutes your acceptance of the terms and conditions set out in this disclosure.

Although your account(s) may be subject to "electronic fund transfers", and in that regard are subject to the terms and conditions of this disclosure, you may continue to use those account(s) to the same extent and in the same manner that you have in the past, in so far as "over-the-counter" and other non-electronic transactions are concerned.

In this disclosure, "you" and "your" include the plural in cases where two or more persons have an interest in a single account affected by an "electronic fund transfers" service. "We" or "us" refer to Unite Credit Union.

THE FOLLOWING SECTIONS RELATE TO ALL "EFTS" AFFECTING YOUR ACCOUNT(S) WHETHER MADE BY USE OF AN ATM CARD OR OTHERWISE

1. **Accounts Affected.** Each of your accounts at the Credit Union can be subject to some kind of "electronic fund transfer" service, with the exception of IRA's and Certificate accounts.
   The affected accounts are sometimes referred to in this disclosure as "asset account(s)," "designated accounts" or simply as your "account(s)".
   You may notify us if you do not want your accounts to be subject to any particular type of "electronic transfer" service, and you may change those instructions in the future. We will, in all cases, follow your instructions to the extent our "electronic funds transfers" programs permit at that time.
2. **Account Agreements.** The terms and conditions of the account agreements relating to your accounts with us remain in effect except to the extent modified by this disclosure.
3. **Minimum Balance.** You must always maintain any minimum balance requirements to be entitled to make, by use of your MasterMoney® Card/ATM Debit Card or Unite Credit Union Online Banking system, "electronic fund transfers" or e-Check(s) affecting your account(s). PINs for use with electronic access devices may not be issued to members whose loan payments to us are more than 10 days delinquent. We reserve the right to increase minimum balance requirements or to impose other restrictions in the future, but if we do so, we will give you at least 21 days advance written notice.
4. **MasterMoney® Card/Debit Card "Electronic Fund Transfer" Services.** At the present time, you can authorize the following types of "electronic fund transfers" to or from your asset account(s) at the Credit Union with your MasterMoney® Card/ATM Debit Card:
   a. Withdraw cash from your share savings or share draft account(s).
   b. Make deposits to your share or share draft account(s).
   c. Transfer funds between your share draft (checking) and share savings accounts whenever you request.
   d. Pay for purchases at places that have agreed to accept the Automated Teller Machine Cards (ATM Cards) or MasterMoney® Card.
   e. Place telephone order, Online orders or goods and services by Mail, at places that have agreed to accept the Automated Teller Machine Cards (ATM Cards) or MasterMoney® Card.
   f. Obtain balances in your share and share draft account(s).
   g. You may not use your card to initiate any unlawful gambling activity.

   MasterMoney® Card/Debit Card Transaction Restrictions:

   - Maximum cash withdrawals of $505.00 per day from an ATM if you have sufficient funds in your account;
   - Maximum Point-of-Sale purchases of $500.00 per day if you have sufficient funds in your account;
   - There is no limit on the number of MasterMoney® Debit Card Point-of-Sale purchases you may make in one day, if you have sufficient funds in your account;
   - There is no limit on the number of MasterMoney® Debit Card purchases you may make in any one day, if you have sufficient funds in your account;
   - Unrestricted transfers between your Credit Union accounts with available funds;
   - For security purposes, other restrictions may be placed on the MasterMoney® Debit Card.

   Section 12 restrictions below may also apply to your account.

   Fees. See our separate fee schedule for all fees that may apply.

   (*Some of these services may not be available at all terminals.)*

ATM Charges for Network Use of ATM

When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used and you may be charged a fee by the ATM operator for each transaction during the time you have logged in, regardless of whether you have completed the transaction. For example, you may be charged a “Balance” inquiry fee, even though you have “requested” but do not compete the balance inquiry AND, you may be charged additional fees for each “transaction” attempted, for example, you may be charged for a “fund” transfer, once you “request” a transfer to be made, regardless of whether you completed the transfer.

A. Our Fee to You for Using Non-Network ATM:

- You may be charged for each “transaction”, during each time you are “logged in” to access your account.
- You may be charged an ATM fee by this Credit Union for each transaction or transfer you make at an ATM that is not owned by Us.
- You may be charged an ATM fee by this Credit Union if you use a "non-network" ATM operated by another financial institution.
- You will not be charged an ATM fee for use of an ATM owned by this Credit Union.

All ATM’s that we own are clearly marked.

B. Our Network ATM Fees:

You may be charged an ATM fee for the use of ATM’s that are *within* our network, which is Shazam.

A credit union may impose a fee if the imposition of the fee is disclosed at a time and in a manner that allows a user to terminate or cancel the transaction without incurring the transaction fee.

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All ATM's that are within our networks above are also clearly marked.
C. Charges by Third-Parties for Your Use of Their ATM:
You may also be charged an ATM fee if you use an ATM that is not operated or owned by this Credit Union or its networks, and you "attempt" to make a transaction at this Credit Union.
Anyone who owns and operates an ATM terminal may not impose their own fees upon a consumer for usage of the ATM terminal if the consumer is using an access device.
If you use an ATM terminal not owned by us and do not want to be charged a fee, DO NOT use that terminal.

5. **Point Of Sale Transactions.** Point of Sale Transactions may be made with your Card and PIN (Personal Identification Number) to purchase goods or services at POS participating terminal Networks. Your MasterMoney® Card/ATM Debit Card may be used to purchase goods or services from merchants who have arranged to accept a MasterMoney® Card/ATM Debit Card as a means of payment. If you have a MasterMoney® Card/ATM Debit Card, it may be used to purchase goods and services from MasterCard® merchants. These merchants are collectively referred to as "Participating Merchants" and will display a MASTERCARD® logo or other symbol that identifies them as a merchant who will accept your Card. Purchases made with your Card, including any purchases where you receive cash back, are referred to as "point of sale transactions" or "POS" transactions. A POS transaction will cause your checking account to be debited for the amount of the purchase. Only checking accounts may be used in connection with point of sale transactions performed with your MasterMoney® Card/ATM Debit Card.
6. **(e-Check) Conversion Transactions.** This is a transfer through an automated clearing house when you provide a share draft to certain merchants or other payees that enables the merchant or other payee to capture the routing, account, and serial numbers to initiate the transfer, whether the share draft is blank, partially completed, or fully completed and signed; whether the share draft is presented at POS or is mailed to a merchant or other payee or lockbox and later converted to an electronic fund transfer, or whether the share draft is retained by the consumer, the merchant or other payee, or the payee's financial institution. Your authorization to make such types of electronic funds transfers may be expressed in writing or implied, for example, by the posting of a sign. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to:
    a. Pay for purchases.
    b. Pay bills.

    Fees. You may be charged separate fees from the merchant or third-party to whom you submit your authorization; You may also be charged by those third-parties for returned check fees on the same account. If you complete the transaction after being told orally or by a posted notice or by notice sent to you, you are considered to have authorized the electronic fund transfer and associated fees. Any of our applicable fees for use of this type of transfer disclosed in the separate Unite Credit Union fee schedule.
7. **Unite Credit Union Online Banking Transactions.**
If we approve the Unite Credit Union Online Banking service for your account, your account(s) may be accessed through our Online Banking via personal computer and secure login information. At the present time, you may use the Unite Credit Union Online Banking service to:
    - Withdraw funds in the form of a check from checking or savings account(s);
    - Transfer funds from your savings and checking accounts;
    - Obtain balance information for your savings and checking accounts;
    - Make payments from checking or savings accounts on loans;
    - Obtain your last year and present year tax information including interest paid and interest earned;
    - Determine if a particular item has cleared;
    - Verify the last date and amount of your payroll deposit;

    Unite Credit Union Online Banking Transaction Restrictions:
    - There are no limits on the number of inquiries, transfers or withdrawal requests per day, provided that you have sufficient funds in your account(s);
    - All checks are payable to you as a primary member and will be mailed to your address of record.
    - For security reasons, there are limits on the number of transfers you can make using our online account service;
    - Transfer Limitations in Section 13 may apply.

    Fees. We do not charge a fee for preauthorized payments from any type of account and we do not charge a fee for any deposits to any type of account. Any applicable fees for use of this account are disclosed on the Unite Credit Union fee schedule.

The Online Banking is available 24 hours per day; however, this service may be interrupted for a short time each day for data processing. The Online Banking service will refuse to complete any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account balance below a required amount, or otherwise require us to increase our 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.
All check withdrawals will be made payable to the primary member and sent to the address we have on file for the primary member.
We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.
There is no limit to the number of inquiries, transfers or withdrawal requests you may make in any one day, subject to the availability of funds in your account(s), however, for transfers from your share savings accounts, during any month you may not make an aggregate of more than six withdrawals or transfers to another account of yours or to a third party by means of a pre-authorized, automatic transfer or instruction, whether initiated by check, draft, debit card, if applicable, or similar order to a third party.

8. **Unite Credit Union Mobile Banking Transactions.**
If we approve the Unite Credit Union Mobile Banking service for your account, your account(s) may be accessed through our Mobile Banking via a personal device and secure login information. At the present time, you may use the Unite Credit Union Mobile Banking service to:
    - View current balance information for your linked Unite Credit Union accounts.
    - Review available transactions for your linked accounts.
    - View branch location.
    - View contact telephone numbers and additional contact details.
    - View account alerts and notifications.
    - View public information such as 'about us' and contact information.
    - Perform basic services such as changing your Mobile ID and Mobile passcode, personalizing the mobile smart application and changing the language within the smart application.
    - Send us secure mobile mail messages and questions regarding your Mobile Banking service.
    - Transfer funds between your linked internal Unite Credit Union accounts on either a one-time or recurring basis, including as a payment to a linked installment loan or mortgage.
    - Transfer funds from your linked Unite Credit Union personal or sole proprietor accounts to most Unite Credit Union personal or sole proprietor deposit accounts of other individuals.
    - Pay bills and external payees as defined by the capabilities of the mobile bill pay services.

Description of Mobile Banking Services - Internal Account Transfers

Processing of Transfer Requests.

- Transfers can be made in 2 ways, on a 1-time basis. One-time transfers may be immediate or scheduled for a future date. The recurring transfer feature may be used when a set amount is transferred at regular intervals. For example, a $100 transfer from a checking to a savings account which occurs every 2 weeks.
- One-time immediate transfers can be made from a linked Unite Credit Union checking, savings, money market, line of credit, credit card or brokerage account to most linked Unite Credit Union accounts.
- Scheduled and recurring transfers can be made from a linked Unite Credit Union checking, savings, money market, or credit card account to a linked checking or savings account.
- Scheduled and recurring transfers can be made between a linked MLPF&S investment account and a linked Unite Credit Union checking, savings or money market account.
- Transfers can be made from a linked Unite Credit Union personal or sole proprietor checking, savings, money market or line of credit

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account to most personal or sole proprietor checking, savings, or money market accounts of other Unite Credit Union members.
- Transfers from a deposit account (excluding investment accounts) are immediately reflected in the account's available balance. Transfers from a credit card or a line of credit account are immediately reflected in the account's available credit amount.

Scheduled and Recurring Transfers.
Transfers scheduled for a weekend or a non-bank business day will be processed on the prior bank business day. All other scheduled and recurring transfers will be processed from the funding account at the beginning of the business day requested.
Transfers to Credit Accounts
- Funds transferred as a payment to a credit card, line of credit, installment loan or mortgage account before 11:59 P.M. ET will be credited with the date the payment is submitted. Transfer payments submitted after 11:59 p.m. ET will be credited with the next day's date. Updates to account balances, funds availability, and transaction posting may take up to 2 bank business days.

Transfers to Deposit Accounts
- For members having opened their deposit account in any state, funds transferred to that account (excluding transfers from a credit card) prior to 10:45 p.m. ET on a business day will appear with the same day's date in the deposit account transaction history.
- Transfers to a Unite Credit Union checking account made after 10:45 p.m. as described above on a business day but before 11:59 p.m. as shown in the table below will be included in the balance we use to pay transactions that night. This process may impact when fees apply to your account. Credits can help you avoid overdrafts, returned items and related fees. However, debits may cause you to incur overdrafts, returned items and related fees. Please note that although these transfers are included in the balance we use to pay transactions that night, they will appear with our next business day's date in the deposit account transaction history.
- Please note, transfers to any deposit account on a Saturday, Sunday or bank holiday, will appear with our next business day's date in the deposit account transaction history.
- All transfers submitted to a deposit account (such as checking, savings, money market) are immediately reflected in the account's available balance.

Limitations and Dollar Amounts for Transfers and Payments.
Transfers and Payments made using Mobile Banking are subject to the following limitations
- Bill payments can be for any amount between $1.00 and $9,999.99.
- One-time immediate transfers between linked Unite Credit Union accounts can be for any amount between $0.01 and $99,999.99.
- Transfers submitted to the accounts of other Unite Credit Union members may not total more than $1,000 during any 24-hour period or $2,500 during any 7-day period. In addition, we may limit the total amount of money that any Unite Credit Union member can receive through these transfers.
- Scheduled transfers between linked Unite Credit Union accounts can be for any amount between $0.01 and $99,999.99.
- All transfer limits are subject to temporary reductions to protect the security of member accounts and/or the transfer system.
- At Unite Credit Union discretion, we may refuse to process any transaction that exceeds any of the above limits. In this case, you are responsible for making alternate transfer arrangements.

Transfer/Payment Authorization and Sufficient Available Funds
- You authorize Unite Credit Union to withdraw, debit or charge the necessary funds from your designated account in order to complete all of your designated transfers and payments.
- You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your accounts at the time of the withdrawal.
- The completion of a transfer or payment is subject to the availability of sufficient funds (including any overdraft protection plans) at the time the transaction is posted. If enough funds to complete the transfer or payment are not available, we may either (i) complete the transaction and overdraw the account or (ii) refuse to complete the transaction. In either case, we may charge a non-sufficient funds (NSF), returned item, overdraft, or similar fee. Please refer to the applicable account agreement and fee schedule for details. If you schedule a payment from an account maintained at another financial institution and there are insufficient funds in that account, you may be charged a fee by that financial institution.
- At our option, we may make a further attempt to issue the payment or process the transfer request.
- Unite Credit Union is under no obligation to inform you if it does not complete a payment or transfer because there are non-sufficient funds or credit in your account to process the transaction. In this case, you are responsible for making alternate arrangements or rescheduling the payment or transfer.

Canceling Transfers and Payments

Bill Payments
- In order to cancel a payment (including a payment you scheduled from an account maintained at another financial institution), you must sign into Unite Credit Union Banking and follow the directions provided on the Bill Pay screens. The cancel feature is found in the Payment History or Recurring Payments sections of mobile Banking.
- Future-dated payments can be cancelled prior to 5 p.m. ET on the third bank business day prior to the scheduled delivery date.

Transfers
- You cannot cancel a 1-time immediate transfer after it has been submitted in mobile Banking and the information has been transmitted to us.
- Future-dated and recurring transfers can be canceled prior to midnight ET on the bank business day prior to the date the transfer is scheduled to be made. If the transfer's status is In Process or Processed, you can no longer cancel it. After you cancel a future-dated transfer, the status changes to Canceled. Canceled transfers remain under Review Transfers.

Alternative Method
Note: The easiest and most convenient way to cancel a payment or transfer is through the method described above. However, you may request to cancel a scheduled or recurring payment or a future-dated transfer by calling us at: Unite Credit Union, 403 Washington St., Cedar Falls, IA 50613 PH: (844) 443-4474

We must receive your request three (3) bank business days or more before the payment or transfer is scheduled for processing. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. If you call or write to cancel a payment or transfer that is Pending, you will be charged for a stop payment in accordance with the agreement for the appropriate linked account.

Restrictions
- Transfer Limitations in Section 13 may apply.

Fees And Charges
Our fees and charges are found in our Unite Credit Union Account Fee Schedule that is make a part thereof. In addition, the following charges apply.
Monthly Service Charge
Except as otherwise provided in this Agreement or your applicable account agreements and schedule of fees, there is no monthly service charge for accessing your linked accounts with the mobile Banking service.
Other Charges
In addition to the fees already described in this Agreement, you should note that depending on how you access mobile Banking you might incur charges for:
- Normal account fees and service charges.
- Any Internet service provider fees.
- Purchase of computer programs such as Personal Financial Management (PFM) software.
- Payments or transfers made through mobile Banking services from a savings or money market account may result in an excess transaction fee. See your savings or money market account for details.
- Additionally, fees may be assessed for added self-service features available through mobile Banking member service, such as stop payment requests, check copy orders and account statement copy orders. For additional information, please see the applicable Deposit Agreement.

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- An NSF-fee, returned item, overdraft or similar fee may also apply if you schedule payments or transfers and your available balance is not sufficient to process the transaction on the date scheduled or, in the case of a personal check, on the date when the check is presented to us for payment.
- We may charge you a research fee of $20.00 per hour for an inquiry about a transaction that occurred more than 180 days before the date you make the inquiry. This fee will be waived if we determine that an error occurred.
- We may charge you a research fee of $20.00 per hour for an inquiry about a transaction that occurred more than 180 days before the date you make the inquiry. This fee will be waived if we determine that an error occurred.

Service Hours.

Mobile Banking services are available 365 days a year and 24 hours a day, except during system maintenance and upgrades. When this occurs, a message will be displayed on-line when you sign on to mobile Banking. Our Call Centers are available from 8:30 a.m. to 5:00 p.m. ET, weekdays, and 9:00 a.m. to 1:00 p.m. weekends excluding Federal Reserve holidays.

9. **Unite Credit Union Bill Pay Service.** We will process bill payment transfer requests submitted by you to pay only to those creditors the Credit Union has designated in the User Instructions for this service and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete. We will withdraw the designated funds from your checking account for bill payment transfer by the designated cutoff time on the date you schedule for payments. We will process your bill payment transfer within a designated number of days before the date you are scheduled for payments. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor. You may use Bill Pay to make electronic Person-to-Person and Account-to-Account (internal or external) payments.

Unite Credit Union Bill Pay Service Transaction Restrictions:

- There are no limits on the number of bill payments per day, provided that you have sufficient funds in your account(s);
- It is your responsibility to cancel/delete electronic transfers you have set up for automatic payments.
- Transfer Limitations in Section 13 may apply.

10. **Electronic Payments and Deposits.** Electronic funds transfers are electronically initiated transfers of money involving an account at Unite Credit Union. You may make or receive person-to-person and account-to-account transfers as follows:
    - **Person-to-Person transfers.** An account whose primary function is to conduct transfers is an account that allows a consumer to send funds by electronic fund transfer to another consumer or business at this Credit Union, and receive a transfer of funds at this Credit Union.
    - **Account –to-Account transfers.** An account whose primary function is to conduct **Account–to-Account** transfers is an account that allows a consumer to send funds by electronic fund transfer to another consumer or business at another financial institution, and receive funds from another financial institution.

    Limitations on frequency of Person-to-Person or Account-to-Account transfers:
    - You may make only **10 Person-to-Person** or **3 Account–to-Account** transfers each day.
    - For security reasons, there are limits on the number of transfers you can make using an electronic service or device for Person-to-Person **or** Account–to-Account transfers.

    Limitations on dollar amounts of Person-to-Person or Account –to-Account transfers.
    - You may transfer up to **$5000** by using an electronic service or device for **Person-to-Person** or up to **$1000** for **Account–to-Account** transfers.

    Fees
    - Per **Person-to-Person or Account–to-Account** transfer charge. We will charge you according to our fee schedule for each electronic transfer you make using a Person-to-Person or Account–to-Account transfers;
    - If your payment of transferred funds is returned by the recipient unpaid, you authorize Unite Credit Union to make a one-time electronic fund transfer from your account to collect a fee that is disclosed on our fee schedule.
    - **ACH transfers:** If you use our **Person-to-Person or Account–to-Account** transfer service to move funds electronically to or from a deposit account with another financial institution, you may incur a fee based on our current fee disclosure. Dollar limits may apply to these transactions and will be determined at our discretion.
    - Recipient may receive less due to fees charged by the recipient's financial institution and/or taxes, foreign taxes or foreign conversion fees.

    Restrictions
    - **It is your responsibility to cancel/delete electronic transfers you have set up for automatic payments.**
    - You are responsible to make sure the account number and name on the account are the intended recipients.
    - You are liable for funds that are incorrectly/inadvertently deposited into the wrong account due to your wrongfully identifying the account or account owner(s).
    - You are liable for a transfer of funds into a joint account, where the funds are removed by one or more joint account owners, or by someone who is not a joint account owner, but has the ability to withdraw from the account.
    - You are liable for a transfer of funds into a single owner or joint account, where the funds are stolen by a third-party from the account.
    - Once Unite Credit Union completes the transfer to the designated financial institution, its obligation for those funds terminates.
    - All payments and deposits are subject to later verification by us. If we are unable to verify a payment or deposit, the payment or deposit may be subject to hold.
    - Transfer limitations in Section 13 may apply.

11. **Excluded Transactions.** We have developed an elaborate electronic data processing system which makes it possible to offer you many electronic services. However, some of these services do not constitute "electronic fund transfers" for purposes of this disclosure. For example, automatic transfers from your account(s) to pay your loan(s) owed to us and automatic transfers between your own accounts at the Credit Union. The terms and conditions of this disclosure only apply to those services and transfers which are "electronic fund transfers" as described in this disclosure; they do not apply to other transactions which, although electronic in nature, do not constitute "electronic fund transfers" described in that section.
12. **Fees and Charges.** Certain fees and charges apply to electronic transfers. A fee schedule was provided to you at the time you applied for this card. We may amend the fee schedule from time to time and the fees charged to your account will be those fees applicable at the time of any particular transaction. We will notify you of any changes in the fee schedule, as provided by law. You may also ask us for a current fee schedule. We reserve the right to impose fees, and to thereafter increase them, if we deem it necessary. We will give you at least 21 days advance written notice before imposing or increasing any such fees. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.
13. **Limitations on "Electronic Fund Transfers".** We described the types of electronic funds transfers you can make through our various Electronic Funds Transfer Services. During any periodic monthly cycle for all non-transaction accounts (i.e. savings accounts) you may not make more than six (6) withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized or automatic transfers; transfers authorized by phone, fax, or online; and transfers by check, debit card, or similar order payable to third parties. Other types of transfers and withdrawals, such as those made in person, by mail, or at an ATM can be made without limitation. If you exceed the transfer limitations herein, your account may be assessed additional fees and/or will be subject to closure.

    A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders including orders received through the automated clearing house (ACH). Aside from that limitation, and as to transactions other than those made at an ATM, there are no limitations as to how often you can make "electronic fund transfers" described in this disclosure. Nor are there any restrictions as to the dollar amount of any one "electronic fund transfer". We reserve the right to impose any such restrictions in the future as we deem reasonable, but we will give you at least 21 days advance written notice before doing so. You may make unlimited transfers to any of your accounts or to any Credit Union loan account and may make withdrawals in person, by mail, or at an ATM. However, we may refuse or reverse a transfer that exceeds these limitations and may assess fees against, lock or close your account.

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14. **Documentation of Electronic Fund Transfers:**
    a. **Terminal transfers.** You can obtain a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals.
    b. **Small Dollar Terminal Transactions and Point-of-Sale Transactions.** You can receive a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not always receive a receipt if the amount of the transaction is $50.00 or less. Your use of this ATM/Debit card is your acknowledgement of the terms set forth in this disclosure, including this small transaction documentation section.
    c. **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (**319) 273-2479** to find out whether or not the deposit has been made.
    d. **Periodic statements.** You will receive a monthly account statement for each month during which an EFT has occurred, unless there are no transfers in a particular month. In any case, you will get the statement at least quarterly.
    e. **Passbook account where the only possible electronic fund transfers are preauthorized credits.** If you bring your passbook to us, we will record any electronic deposits that were made to your account since the last time you brought in your passbook.
    f. Your right to documentation as set forth in subsections (a) and (d) of this section does not apply when the electronic funds transfer occurs outside of the United States.
15. **Preauthorized EFTs**
    a. **Direct Deposit.** Upon instruction of (1) your employer, (2) the Treasury Department or (3) other financial institution, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your savings and/or checking account.
    b. **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your savings and checking account.
16. **Preauthorized Payments & Stop Payments.** Your rights to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:
    a. Call us at (319) 273-2479, or write us at Unite Credit Union,802 W. 29th St. Cedar Falls, IA 50613, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you a fee as set forth in the Fee Schedule for each stop-payment order you give.
    b. Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
    c. Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.
17. **Confidentiality.** We will disclose information to third parties about your account or the transfers you make:
    a. Where it is necessary for completing transfers; or
    b. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
    c. In order to comply with government agency or court orders; or
    d. If you give us your written permission.
18. **Errors or Questions**. In Case of Errors or Questions About Your Electronic Transfers Telephone us at: Phone: (319) 273-2479 or write us at: **Unite Credit Union, 403 Washington St. Cedar Falls, IA 50613** as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.
    a. Tell us your name and account number (if any).
    b. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
    c. Tell us the dollar amount of the suspected error.

    If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

    We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

    If you give notice of an error within thirty (30) days after you make the first deposit to your account, we will have twenty (20) business days instead of (10) ten business days to conduct our investigation. If the notice of error involves a point of sale transaction or involves a transaction initiated outside the United States, its possessions and territories, we will have ninety (90) days to investigate instead of forty-five (45) days to investigate.
19. **Our Liability for Failure to Make "Electronic Fund Transfers".** If we do not complete an "electronic fund transfer" to or from your accounts on time or in the correct amount according to our agreements with you, we will be liable for your losses or damages.
    However, there are some exceptions. We will not be liable, for instance:
    - If, through no fault of ours, you do not have enough money in your account to make the transfer or, pursuant to our Funds Availability Disclosure, there are "uncollected" funds that are not available.
    - If there is not enough money in your account, in excess of amounts you have pledged to us as collateral for a loan to make the transfer.
    - If the ATM, telephone, Internet or any other electronic access devise was not working properly and you knew about the problem when you started the transaction.
    - If the error was caused by a system of any participating ATM network.
    - If funds in your account are subject to garnishment or other legal process.
    - If we have, because of your default on a loan, exercised our rights against the funds in a pledged account.
    - If the transfer would take the balance on your overdraft loan (if applicable) over the credit limit.
    - If the automated teller machine where you made the transfer did not have sufficient cash.
    - If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
    - If the electronic transfer is not completed as a result of your willful or negligent use incorrect financial account information, including but not limited to, the transferor's or transferee's account numbers, routing number(s), and/or the account owner's registered name;
    - If the electronic transfer is not completed as a result of your willful or negligent use of the correct owner's name;
    - If the electronic transfer is not completed as a result of your willful or negligent use the account to transfer funds into, being a joint account (whose joint ownership allows access to the account) or an account accessed by someone other than the owner, or someone authorized to withdraw from the transferee or transferors account or funds wrongfully stolen from said account;
    - If the device upon which you made the transfer was not properly functioning;
    - If circumstances beyond our control prevent the transfer (such as fire, flood, or power failure), despite reasonable precautions we have taken.

    We will also be excused from such liability if you fail to observe the terms of this agreement, or our account agreements with you, which relate to such "electronic fund transfers". If you have bill payment services, you must contact the intended recipient of the transaction for inquiries other than confirmation of the amount transferred from your account to the merchant, the date of the transfer and the recipient's identity/name.

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20. **Business Days.** Our "business days" are as follows:
We are not open for business on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or other holidays observed by the credit union. Every day is a business day, except Saturdays, Sundays and federal holidays. We reserve the right to change our "business days" and hours. You may get more updated information, including lobby hours, from our website at: www. www.unite-cu.org
21. **Regulatory Agency.** If you believe that we may have violated the federal Electronic Funds Transfers Act or any Iowa Electronic Funds Transfer Regulations, you may contact the following regulatory authority:

State of Iowa
Credit Union Division
East Grand Office Park
200 East Grand Avenue, Suite 370
Des Moines, IA 50309
(515) 281-6514

22. **Amendments/Termination.** We reserve the right to amend this disclosure (agreement) at any time. If we do so, we will give you such advance notice thereof as we deem to be reasonable under the circumstances. However, in the specific cases mentioned earlier, we will give you at least 21 days advance written notice. We also reserve the right to terminate this disclosure (agreement) by sending a notice of such termination by first class mail to your last known address on our records, which notice shall be effective when mailed. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any EFT service. You may also terminate this agreement at any time by providing written notice to Unite Credit Union, however, termination of this agreement will not relieve you of your continuing obligations incurred during the term of this agreement. If this Agreement is terminated, you must return all items issued by the Credit Union, including but not limited to, ATM Cards, MasterMoney® Cards, PINs and Codes, which remain the property of the Credit Union.
23. The effective date of this disclosure (agreement) is **October 6, 2026**.
24. **Location of Machines.** The number and location of Automated Teller Machines is, of course, subject to change at any time.
25. **Card Ownership.** All MasterMoney® Card/ATM Debit Cards and PINs remain the property of the Credit Union and may be revoked or cancelled at any time without giving you prior notice. You agree not to use your MasterMoney® Card/ATM Debit Card for a transaction that would cause your account balance to go below zero. You also agree not to make a Unite Credit Union Online Banking system, electronic fund transfer or e-Check(s) affecting your account(s) that would cause your account balance to go below zero. We will not be required to complete any such transaction, but if we do, you agree to pay us the amount of the improper withdrawal, or transfer, upon request, plus our fee(s) for any such transactions that create an overdrawn account or accounts.
26. **Secrecy of PIN.** If we have issued a PIN to you, you agree to keep your PIN secret, and you also agree that you will not write the PIN on your MasterMoney® Card/ATM Debit Card or on any item you keep with your cards. If you do not keep your PIN separate from your MasterMoney® Card/ATM Debit Card your privileges may be revoked at our option. You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit anyone else to use your PIN or access your accounts through an electronic transfer service, or give your card to anyone else, or provide your access code to someone else, you are responsible for any transactions they initiate and authorize for any of your accounts.
27. **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.
28. **Limitations of ATM Transactions.** There is a maximum $5,000.00 limit on the dollar amount of deposits and a maximum of combined card purchases/cash withdrawals of 20 withdrawals per day, if you have sufficient funds in your account, you may make at any ATM during its 24-hour operating cycle. To protect against possible losses, your card will not allow you to withdraw more than a combined withdrawal from your share, share draft and electronic withdrawal using a MasterMoney® Card/ATM Debit Card during such a 24-hour cycle, even if two MasterMoney® Card/ATM Debit Cards have been issued for a single account. (For example, when a husband and wife each have a card for their joint account.) If a separate limit is set with regard to Point of Sale entries, we will disclose that limit to you separately. We reserve the right to change these limitations, and we will give you written notice of any such change at least 21 days in advance. You may request us to program our system so that no more than $50.00 cash can be obtained by use of your MasterMoney® Card/ATM Debit Card during a single day. Please contact us if you want this option.
29. **Responsibility for Overdraft.** If you obtain cash from an ATM which creates a shortage in your account or if you overdraw an account through use of the CU Online Home-Banking access service, e-Check(s), or otherwise, the overdrawn amount is due and payable the moment you receive your money, or make the transfer. You agree to pay the full amount of it to us, together with an overdrawn account charge pursuant to the fees applicable for your share draft account per occurrence.
If you have an overdraft line of credit, an advance on your line of credit may be made to cover the overdraft, and you will pay that advance in accordance with the conditions of your line of credit plan, depending upon which form of overdraft protection you have selected. If there are not sufficient funds to make a transfer according to your overdraft line of credit, or if you have no overdraft protection, then such overdraft will be paid to us as provided in the first sentence of this section.
30. **Crediting of Deposits and Payments.** Deposits or payments made in an ATM, whether in cash, check, draft or money order, are subject to verification, and the funds of such deposits and payments to accounts may be held until they can be collected from the machine, verified and entered into our accounting systems. Further delay may occur if the transaction is made on or immediately prior to a Saturday, Sunday or holiday on which we are closed. If you place a check, draft or money order in the machine as a deposit or payment, it is subject to collection in accordance with your account agreement with us and Regulation CC.
31. **Joint Accounts.** If any account accessed under this agreement is a joint account (that is, if two or more people are parties to this account), all of the joint owners are jointly and severally liable to repay the Credit Union the amount of any EFT transaction, including any overdraft and service charges, regardless which of the parties initiated, completed or received the benefit of the transfer. Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from transfers, charges or overdrafts, whether caused by you or another with access to any account affected under this agreement. This liability is due immediately, and can be deducted by the Credit Union directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you individually initiated or authorized the item or transfer or otherwise benefited from the transfer and charge. This includes liability for our costs to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees.
32. **Additional Charges for Currency Conversion Transactions in a Foreign Currency and "Cross-Border" Transactions.**
Currency Conversion Fee: If you effect or authorize a transaction with your access device in a currency other than U.S. Dollars, MasterCard® will convert the charge into a U.S. Dollar amount. The MasterCard® currency conversion procedure includes use of either a government mandated exchange rate, or a wholesale exchange rate selected by MasterCard®, as applicable. The exchange rate MasterCard® uses will be a rate in effect on the day the transaction occurs. This rate may differ from the rate in effect on the date the transaction was posted to your account. The Currency Conversion Fee applies to each "transaction"; including cash advances, purchases and credits to your account. For example, each purchase is a "transaction"; each cash advance is a second "transaction." And each "transaction" will be assessed a Currency Conversion Fee.
A Currency Conversion Fee of 1% will be applied to each transaction that is converted from foreign currencies to U.S. dollars.
The Currency Conversion Fee is *in addition* to the Cross-Border Transaction Fee specified below.
Cross-Border Transaction Fee: In addition, MasterCard® charges a Cross-Border Assessment of 1% on each transaction on all cross-border transactions regardless of whether there is a currency conversion. For purposes of this Section, "cross-border transaction" shall include both (a) transactions initiated in a foreign country which are subsequently settled in the United States, and (b) transactions initiated in the United States but which are ultimately settled in a country outside of the United States, meaning settled through a foreign financial institution.
A "Cross-Border Transaction" is any transaction (1) made in a foreign currency, or (2) made in U.S. dollars if the transaction is made or processed outside of the United States. Cross Border Transaction include, for example, online transactions made in the U.S. but with a merchant who processes the transaction in a foreign country. If you make a Cross-Border Transaction, we will assess the Cross-Border Transaction Fee.
A Cross-Border Transaction (or foreign transaction) is any transaction that you complete or a merchant completes on your card outside of the United States, Puerto Rico, and the U.S. Virgin Islands or U.S. Military bases, regardless of whether you are physically located inside or outside of the United States or initiate the transaction inside or outside the United States.

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The Credit Union will assess these fees to when the transaction occurs. This rate may differ from the rate in effect on the date the transaction was posted to your account. The “Cross-Border Transaction Fee” is applies to each “transaction”; including cash advances, purchases and credits to your account. For example, each purchase is a “transaction”; each cash advance is a second “transaction.” And each “transaction” will be assessed a Cross-Border Transaction Fee.

A Cross-Border Transaction Fee of 1% will be applied to each transaction that qualifies as a Cross-Border Transaction; including cash advances, purchases and credits to your account.

The Cross-Border Transaction Fee is *in addition* to the Currency Conversion Fee specified above.

33. **Internet Gambling Notice.** Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in Internet gambling.
34. **Advisory Against Illegal Use.** You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.
35. **International ACH Transactions (IAT).** Payments processed as International ACH Transactions may be subject to additional screening. As required by NACHA Operating Rules, we maintain registered primary and secondary IAT-handling contacts within the ACH Contact Registry. For international transaction inquiries, contact our compliance department at Unite Credit Union, (319) 273-2479.
36. **Governing Law.** This Agreement and Disclosure is governed by the Bylaws of Unite Credit Union, federal laws and regulations, state laws and regulations and local clearinghouse rules, as may be amended from time to time. Any disputes regarding this agreement shall be governed by the laws of the United States and the State of Iowa.
37. **Enforcement.** You agree that you will be liable to us for any loss, cost, or other expenses we incur as a result of your failure to comply with the terms and conditions set forth in this Agreement and as we may amend from time to time. You authorize us, without prior notice, to deduct any loss, cost or other expenses, including reasonable attorney's fees that are incurred by us for your failure to comply with the terms of this agreement. You also agree that we may deduct any loss, cost or other expenses, including reasonable attorney's fees that are incurred by us for any action we may take to enforce this Agreement from your accounts with us.
38. **Account Information Disclosure.** We may disclose your account information to third parties to verify and complete the transfers you make as follows: (a) 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; (b) If your account is eligible for emergency cash and/or emergency card replacement services, and (c) you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s); (d) To comply with government agency or court orders; or (e) If you otherwise provide us with your written permission.
39. **Right to Bring Civil Action.** You have a right to bring a civil action against any person violating any provision of the laws governing consumer privacy and unauthorized withdrawals. If you prevail in such an action, you may be entitled to recover punitive damages, court costs and reasonable attorney fees.
40. **Consumer Liability:**
    a. **Consumer Liability.** Tell us AT ONCE if you believe your MasterMoney® Card/ATM Debit Card has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check or your Unite Credit Union Online Banking system has been accessed without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your MasterMoney® Card/ATM Debit Card, or your PIN(s), and/or your Unite Credit Union Online Banking system has been accessed without your permission, and you can lose no more than $50 if someone used your card or otherwise accessed your account through one of the methods set forth above in this paragraph without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card(s), or otherwise accessed your account(s) without your permission, and we can prove we could have stopped someone from using your card(s) and/or PIN, access code, or otherwise, without your permission if you had told us, you could lose as much as $500. Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

    b. **Special Liability Protection Rules for MasterCard® Debit Card.** You will not be liable for any unauthorized transactions using your MasterCard® Debit Card, if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) and, upon becoming aware of such a loss or theft, you PROMPTLY report the loss or theft to us at **(319) 273-2479 or write to: Unite Credit Union, 403 Washington St. Cedar Falls, IA 50613 IMMEDIATELY !!!** This zero liability rule will apply to all transactions conducted with a MasterCard branded card, including PIN-based transactions at Point of Sale and ATM, as long as the cardholder has exercised reasonable care in safeguarding the card from risk of loss or theft, and, upon becoming aware of any such loss or theft, PROMPTLY reports that loss or theft to this Credit Union.

    c. **Contact in event of unauthorized transfer.** If you believe your, or your Unite Credit Union Online Banking system access to your account has been compromised, call: (319) 273-2479 or write to: Unite Credit Union, 403 Washington St., Cedar Falls, Iowa 50613 ***IMMEDIATELY !!!*** You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

    d. **Authorization.** If you furnish another person with your MasterMoney® Card/ATM Debit Card access code to your Unite Credit Union Online Banking or your check book, you will be responsible for all "electronic fund transfers" initiated by the person. Your responsibility pertains to transfers from which you may receive no benefit, and applies even though that person may not have actual authority to initiate a transfer or transfers any amount in excess of that which is authorized. Your responsibility for such transfers remains until you have notified us in writing that the person is no longer authorized to initiate transfers.

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WIRE TRANSFER NOTIFICATION

(Uniform Commercial Code Article 4A)

The following rules shall apply to all wire transfer services provided by the Credit Union.

Unite Credit Union may accept, on your behalf, payments to your account that have been submitted by Fedwire. Your rights and obligations with respect to such transfers shall be governed and construed in accordance with Regulation J, Subpart B-Funds Transfers Through Fedwire. These regulations and state law are applicable to funds transfers involving your account.

If you give us a payment order that identifies a beneficiary (the person to whom you are wiring funds) by name and account or some other identifying number (such as a Social Security, Taxpayer I.D. or driver's license number), we may pay the beneficiary on the basis of the number provided to us by you and consider that number to be proper identification. This will be true even if the number you provided to us identifies a person different from the named beneficiary, unless otherwise provided by law or regulation.

If you give us a payment order that identifies the beneficiary's financial institution in the funds transfer by name and Routing and Transit ("R/T") or other identifying number, we, as well as the receiving financial institution, may rely on the number provided to us by you as the proper identification. This will be true even if the number provided identifies a financial institution that is different from the named financial institution, unless otherwise provided by law or regulation. Therefore, it is in your best interest to contact the receiving institution to acquire the appropriate wire transfer instructions so that you may feel confident that your money will arrive safely. You, the member, are ultimately responsible for providing accurate information regarding funds transfers and are consequently liable for any losses or expenses should an error occur.

You may not be provided with separate notification each time we receive a wire transfer into your account. We will provide you with notification of an incoming wire transfer as part of your periodic statement. In the event we accept payments to your account through one or more Automated Clearing Houses ("ACH"), the operating rules of the National Automated Clearing House Association ("NACHA") will be applicable to ACH transactions involving your account. These rules do not require that we provide you with next day notice of receipt of an ACH item. Therefore, we will provide you with notification of the receipt of these items as part of your periodic statement.

In addition, if we are ever obligated to pay interest on the amount of the transfer, you will be paid interest on a daily basis equal to the current dividend rate that is otherwise applicable to the account from which the funds transfer should have occurred. In the event we are ever liable to you for damages due to a transfer, your damages will be limited to actual damages only. We will not be responsible for incidental or consequential damages, court costs or attorney's fees, unless otherwise provided by law or regulation.

We may accept, on your behalf, payments to your account which have been transmitted through one or more Automated Clearing Houses and that are not subject to the Electronic Funds Transfer Act ("Regulation E"). Your rights and obligations with respect to such payments shall be governed and construed in accordance with the applicable Federal Reserve Bank Operating Circular. Whenever an ACH is used as part of a transaction, its rules will govern that part of the transaction. Where none of the above stated rules apply, the transactions contemplated by this agreement shall be governed by the laws of the State of Iowa, including Article 4A of the Iowa Uniform Commercial Code.

Credit given by us to you with respect to an ACH entry is provisional until we receive final settlement for the credit entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified that we are entitled to a refund of the amount credited to you in connection with the credit entry. Moreover, you are hereby notified that the party making payment to you (originator) shall not be deemed to have paid you the amount of the credit entry.

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TRUTH-IN-SAVINGS DISCLOSURE

The Truth-in-Savings Act (TISA) is a section of the Federal Deposit Insurance Corporation Improvement Act of 1991. The National Credit Union Administration is charged with enforcing this Act, which applies to all credit unions.

The purpose of TIS is to promote and simplify comparisons among accounts at all financial institutions. TIS enables consumers to make informed choices/comparisons among competing claims of financial institutions by requiring disclosure of the dividends rates payable on these accounts and the fees assessable against these accounts.

It is the intent of Unite Credit Union to maintain compliance with this federal law pertaining to disclosure of the terms and conditions of all savings programs. The following disclosure information illustrates the various savings alternatives available to members of Unite Credit Union.

The Fee Schedule is incorporated as part of this disclosure. If you have any questions regarding any of the accounts offered at Unite Credit Union, please call a member service representative.

SHARE SAVINGS ACCOUNT (Dividend Bearing)

Rate Information:
The dividend rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

Compounding and Crediting:
Dividends will be compounded monthly and will be credited to your account each month.

Dividend Period:
For this account type, the dividend period is monthly, for example the beginning date of the first dividend period of the calendar year is January 1 through January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the ending date of a dividend period, which for this example is January 31.

Daily Balance Computation Method:
Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Minimum Opening Deposit:
To be a member and maintain accounts at our credit union you must purchase one (1) share in the credit union. The par value of a share in this credit union is $5.00. The minimum opening deposit for this account is $5.00.

Minimum Balance Requirements
A minimum daily balance of $100.00 is required to maintain this account and receive the stated dividend. If the account is closed before dividends are credited to your account, you will not receive a dividend for that dividend period. There is no minimum balance required to avoid a service fee.

Transaction Limitations:
During any statement period you may not make more than six (6) withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic, Debit Card transfer, internet online computer transfer, telephonic order or instruction, fax, or similar order to a third party. If you exceed the transfer limitations herein, your account may be subject to closure. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders including orders received through the automated clearing house (ACH).

No other transaction limitations apply to this account unless otherwise stated in the Common Features section of this disclosure, the Electronic Funds Disclosure or Account Terms and Conditions Disclosures provided to you.

Fees and charges: See our Unite Credit Union Member Fee Schedule.

SHARE SAVINGS ACCOUNT (Non-Dividend Bearing)

Dividend Rate Information:
Dividends are not paid on this account.

Minimum Balance Requirements for **Regular Checking Account(s):**
The minimum balance required to open this account is $5.00. There is no minimum required to maintain this account.

Minimum Opening Deposit:
To be a member and maintain accounts at our credit union you must purchase one (1) share in the credit union. The par value of a share in this credit union is $5.00. The minimum opening deposit for this account is $5.00.

Minimum Balance Requirements
There is no minimum balance required to avoid a service fee.

Transaction Limitations:
No transaction limitations apply to this account unless otherwise stated in the Common Features section of this disclosure, the Electronic Funds Disclosure or Account Terms and Conditions Disclosures provided to you.

Fees and charges: See our Unite Credit Union Member Fee Schedule.

SECOND SHARE SAVINGS ACCOUNT (Dividend Bearing)

Rate Information:
The dividend rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

Compounding and Crediting:
Dividends will be compounded monthly and will be credited to your account each month.

Dividend Period:
For this account type, the dividend period is monthly, for example the beginning date of the first dividend period of the calendar year is January 1 through January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the ending date of a dividend period, which for this example is January 31.

Daily Balance Computation Method:
Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

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Minimum Opening Deposit:
There is no minimum opening deposit required to open this account.

Minimum Balance Requirements
A minimum daily balance of $100.00 is required to maintain this account and receive the stated dividend. If the account is closed before dividends are credited to your account, you will not receive a dividend for that dividend period. There is no minimum balance required to avoid a service fee.

Transaction Limitations:
During any statement period you may not make more than six (6) withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic, Debit Card transfer, internet online computer transfer, telephonic order or instruction, fax, or similar order to a third party. If you exceed the transfer limitations herein, your account may be subject to closure. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders including orders received through the automated clearing house (ACH).

No other transaction limitations apply to this account unless otherwise stated in the Common Features section of this disclosure, the Electronic Funds Disclosure or Account Terms and Conditions Disclosures provided to you.

Fees and charges: See our Unite Credit Union Member Fee Schedule.

SHARE DRAFT CHECKING ACCOUNT (Dividend Bearing)

Rate Information:
The dividend rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

Compounding and Crediting:
Dividends will be compounded monthly and will be credited to your account each month.

Dividend Period:
For this account type, the dividend period is monthly, for example the beginning date of the first dividend period of the calendar year is January 1 through January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the ending date of a dividend period, which for this example is January 31.

Daily Balance Computation Method:
Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Minimum Opening Deposit:
There is no minimum opening deposit required to open this account.

Minimum Balance Requirements
A minimum daily balance of $300.00 is required to receive the stated dividend. If the account is closed before dividends are credited to your account, you will not receive a dividend for that dividend period. There is no minimum balance required to avoid a service fee.

Transaction Limitations:
No transaction limitations apply to this account unless otherwise stated in the Common Features section of this disclosure, the Electronic Funds Disclosure or Account Terms and Conditions Disclosures provided to you.

Fees and charges: See our Unite Credit Union Member Fee Schedule.

SHARE DRAFT CHECKING ACCOUNT (Non-Dividend Bearing)

Dividend Rate Information:
Dividends are not paid on this account.

Minimum Balance Requirements for **Regular Checking Account(s):**
There is a $50.00 minimum required to maintain this account.

Minimum Opening Deposit:
There is a minimum opening deposit of $50.00 required to open this account.

Minimum Balance Requirements
There is no minimum balance required to avoid a service fee.

Transaction Limitations:
No transaction limitations apply to this account unless otherwise stated in the Common Features section of this disclosure, the Electronic Funds Disclosure or Account Terms and Conditions Disclosures provided to you.

Fees and charges: See our Unite Credit Union Member Fee Schedule.

CHRISTMAS CLUB ACCOUNT

Rate Information:
The dividend rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

Compounding and Crediting:
Dividends will be compounded monthly and will be credited to your account each month.

Dividend Period:
For this account type, the dividend period is monthly, for example the beginning date of the first dividend period of the calendar year is January 1 through January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the ending date of a dividend period, which for this example is January 31.

Daily Balance Computation Method:
Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Minimum Opening Deposit:
There is no minimum opening deposit required to open this account.

Minimum Balance Requirements
There is no minimum daily balance required to receive the stated dividend. If the account is closed before dividends are credited to your account, you will receive the accrued dividends if you close the account within seven (7) days of opening the Christmas Club Account. If you close the Christmas Club

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account more than seven (7) days after you open it and before dividends are credited to this account, then you will not receive a dividend for that dividend period. There is no minimum balance required to avoid a service fee.

Account Balance Transfer:
The Christmas Club account balance will be transferred on or about October 25th each year to the primary share savings account at this Credit Union and, the Christmas Club Account will remain open.

Transaction Limitations:
If you withdraw from your Christmas Club Account within seven (7) days from the date the Christmas Club Account is opened, you will not be charged a fee for the withdrawal, however, if you close your account more than (7) days from the date the Christmas Club Account is opened, you will be charged and early withdrawal fee as specified in the Unite Credit Union Member Fee Schedule.

During any statement period you may not make more than six (6) withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic, Debit Card transfer, internet online computer transfer, telephonic order or instruction, fax, or similar order to a third party. If you exceed the transfer limitations herein, your account may be subject to closure. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders including orders received through the automated clearing house (ACH).

No other transaction limitations apply to this account unless otherwise stated in the Common Features section of this disclosure, the Electronic Funds Disclosure or Account Terms and Conditions Disclosures provided to you.

INDIVIDUAL RETIREMENT SAVINGS ACCOUNT (IRA)

Rate Information:
The dividend rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

Compounding and Crediting:
Dividends will be compounded monthly and will be credited to your account each month.

Dividend Period:
For this account type, the dividend period is monthly, for example the beginning date of the first dividend period of the calendar year is January 1 through January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the ending date of a dividend period, which for this example is January 31.

Daily Balance Computation Method:
Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Minimum Opening Deposit:
There is no minimum opening deposit required to open this account.

Minimum Balance Requirements
A minimum daily balance of $100.00 is required to maintain this account and receive the stated dividend. If the account is closed before dividends are credited to your account, you will not receive a dividend for that dividend period. There is no minimum balance required to avoid a service fee.

Transaction Limitations:
During any statement period you may not make more than six (6) withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic, Debit Card transfer, internet online computer transfer, telephonic order or instruction, fax, or similar order to a third party. If you exceed the transfer limitations herein, your account may be subject to closure. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders including orders received through the automated clearing house (ACH).

No other transaction limitations apply to this account unless otherwise stated in the Common Features section of this disclosure, the Electronic Funds Disclosure or Account Terms and Conditions Disclosures provided to you.

Fees and charges: See our Unite Credit Union Member Fee Schedule.

MONEY MARKET SHARE ACCOUNT(S)

Tiered Fixed Rate Dividend Information:
The tiered fixed dividend rate and annual percentage yield may change monthly, as determined by the Credit Union's Board of Directors.

Scheduled Tier Rates	Daily Balance
TIER RATE I	$1,000.00 to $24,999.99
TIER RATE II	$25,000.00 to $49,999.99
TIER RATE III	$50,000.00 to $99,999.99
TIER RATE IV	$100,000.00 and above

Compounding and Crediting:
Dividends will be compounded monthly and will be credited to your account monthly. Dividends will be earned daily for each day on which the account balance equals or exceeds the minimum daily balance requirements for this account.

Dividend Period:
For this account type, the dividend period is monthly, for example the beginning date of the first dividend period of the calendar year is January 1 through January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period and for the example above is January 31. If you close your account prior to payment of any dividends, you will not receive any accrued dividends.

Average Daily Balance Computation Method:
The Average Daily Balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in that period.

Minimum Balance Requirements for **Money Market Shares Account(s)**:
The minimum balance required to open this account is $1,000.00. The minimum daily balance required to maintain this account and receive the disclosed dividends rate is $1,000.

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Transaction Limitations:
During any month you may not make more than six (6) withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized or automatic transfer; transfers authorized by phone, fax, or online; and transfers by check or similar order payable to third parties. If you exceed the transfer limitations herein, the transaction will be assessed fees in accordance with the Member Fee Schedule.

COMMON FEATURES

All accounts share these common features:

Membership:
As a condition of Membership, you must pay a non-refundable Membership fee of $5.00 and open and maintain a regular share savings account with the minimum deposit of $5.00. We reserve the right to suspend services to a member who is not in good standing, which include, but are not limited to, members who: (i) are delinquent on any loan with this Credit Union; (ii) have a Share Savings balance of less than the minimum balance (See Fee Schedule); (iii) have caused any financial loss to this Credit Union; (iv) have any unresolved Non-Sufficient Fund Checks outstanding, whether in regard to a deposit or otherwise; (v) have not paid the Credit Union any fees or costs owing to it; or (vi) have a negative balance in any account.

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

Accrual of Dividends on Non-cash Deposits:
Dividends will begin to accrue on the business day you deposit non-cash (e.g. checks) to your account.

Federal Deposit Insurance:
The National Credit Union Share Insurance Fund federally insures member accounts up to $250,000.00.

Transaction Withdrawal Notice:
We reserve the right to require not less than seven days written notice, nor more than 60 days written notice before each withdrawal from a dividends-bearing account or from any savings account as defined by Federal Reserve Regulation D.

Balance Computation Method:
Dividends are calculated by the daily balance method that applies a daily periodic rate to the entire principal balance in the account for each day in the statement period. Dividends are earned on the principal balance for each day that the account balance exceeds the minimum necessary to maintain this account.

Overdraft Fees and Other Charges:
Please refer to our separate Unite Credit Union Membership Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A fee schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

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FUNDS AVAILABILITY POLICY DISCLOSURE

The following information describes Unite Credit Union's policy of making funds deposited in a Share Account (also known as a "transaction account") available to you for withdrawal immediately. This is what is called a Funds Availability Policy. Generally, transaction accounts are accounts, which would permit an unlimited number of payments by check or other order to third persons, and also an unlimited number of telephone and preauthorized transfers to third persons, or other accounts you may have with us.

Determining Availability of 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 on a business day that we are open, we will consider that to be the day of your deposit. However, if you make a deposit after our business hours or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Our hours of operation and closing times are available from the credit union and posted in the credit union lobby.

Your Ability to Withdraw Funds. Our policy is to delay availability of funds to you from deposits of personal checks, third-party checks and certain other instruments. During the delay, deposited funds will not be available for cash withdrawals or used to pay your checks drawn on the account. The hold period(s) on checks are generally two (2) business days. Electronic direct deposits will be available on the day we receive the deposit and you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

Please be aware, however, that all deposits are subject to proof and verification and if you deposit a check, draft or other non-cash item, which is returned for non-payment for any reason, you authorize us to charge your account for the amount of those funds and we may charge your account without providing prior notice.

Other Check Deposits Availability – Delayed Availability. There may be delayed availability of funds from some checks that are deposited into your accounts. Your deposits may be made available immediately by the Credit Union, however, in some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Funds may not be available until the second business day after the date of your deposit. Nonetheless, if all of your deposit is not made available on the same business day of the deposit, the first $275.00 of your deposit will be available on the same day of your deposit. If we are not going to make all of the funds from your deposit available on the same business day, we will notify you at the time you make your deposit. We will also let you know 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 next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available. During any delay, you may not withdraw the funds in cash and Unite Credit Union will not use the funds to pay checks that you have written. The length of delay is counted in business days from the day of your deposit, including every day except Saturdays, Sundays and Credit Union observed holidays. A deposit is considered received when it is accepted at one of our branch offices with all appropriate endorsements. A deposit accepted while our data processing system is not online will be considered received when the transaction is posted in the Unite Credit Union records.

Longer Delays May Apply. If we are not going to make all of the funds from your deposit available on the first business day after the deposit, 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 will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid d (e.g., missing or altered information, invalid endorsements, or notice from the paying Financial Institution).
- You deposit checks totaling more than $6,725.00 on any one (1) Calendar Day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment interrupting business operations.
- Your deposits are drawn on foreign financial institutions or foreign entities.

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. We reserve the right to refuse any item for deposit.

Deposits at Automated Teller Machines (ATMs). Deposits by cash or check made at Automated Teller Machines will generally be posted to your account within two (2) business days after you submit the deposit, however, in some cases, it may take up to five (5) business days. Any funds subject to hold under our normal hold policy will not be available for withdrawal until the second business day after the day of deposit.

Deposits in Non-transaction Accounts. Regulation CC does not apply to non-transaction or savings deposits; therefore, there is no maximum time frame within which the proceeds of savings deposits must be made available for withdrawal. Our general policy for check holds on non-transaction accounts is to follow the same guidelines used for transaction accounts, although we reserve the right to impose longer holds if deemed necessary. We will notify you if we delay your ability to withdraw funds for any reason, and we will tell you when the funds will be available.

Holds on Other Funds (Check Cashing). 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 had you deposited it.

Holds on Other Funds (Other Account). 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

Check Endorsements. Federal law requires a proper endorsement on checks to be placed on the back left side of the check within a 1 & ½ inch area. If you fail to properly endorse a check, further delays in processing will be incurred or, the check may be rejected for deposit.

Special Rules for New Accounts. If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from an electronic direct deposit to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers and the first $6,725.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first Business Day after the day of deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The amount of the deposit in excess of $6,725.00 shall be available for withdrawal not later than the ninth business day following the banking day on which funds are deposited. Further delays may apply to checks drawn on foreign entities.

Large Deposits. The availability of funds provisions in this disclosure do not apply to the aggregate amount of deposits by one or more checks to the extent that the aggregate amount is in excess of $6,725.00 on any one business day. For members that have multiple accounts at the credit union, the credit union may apply this exception to the aggregate deposits to all accounts held by the member, even if the member is not the sole holder of the accounts and not all of the holders of the accounts are the same.

Questions. In case you have any questions regarding our Funds Availability Policy, please contact us at: **Unite Credit Union ● 403 Washington St. ● Cedar Falls ● Iowa 50613** Phone: **(319) 273-2479**

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REMOTE DEPOSIT CAPTURE USER AGREEMENT ("AGREEMENT")

This agreement contains the terms and conditions for the use of Unite Credit Union's Mobile Deposit and/or other remote deposit capture services that Unite Credit Union's or its affiliates ("Credit Union", "us", "we", "our" or "affiliates") may provide to you ("you", "your", "user", or "Customer"). Other agreements you have entered into with Unite Credit Union, including without limitation our Membership Agreement and Disclosures governing your Unite Credit Union account, continue to apply. In the event of a conflict between this Agreement and any other agreement you have entered into with Unite Credit Union, this Agreement shall govern.

1. **Services.** The remote deposit capture services ("Services") are designed to allow you to make deposits to your checking, money market checking or savings accounts from your camera-enabled mobile device capable of capturing check images and information and delivering the items and associated deposit information to Unite Credit Union or our designated processor. The device must capture an image of the front and back of each check to be deposited in accordance with the Procedures; must read and capture the magnetic ink character recognition ("MICR") line on each check; and must read and capture all such other data and information as is required by this Agreement or Federal Reserve regulations for the processing of these checks for payment. There is currently no charge for the Services.
2. **Acceptance of these Terms.** Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via email or on our website(s) by providing a link to the revised Agreement and such change shall be effective thirty (30) days following our provision of such notice. Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, Unite Credit Union reserves the right, in its sole discretion, to change, modify, add or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services. In the event that an immediate change is needed to ensure the security of the Services, we will post a notice of any such change on our website. You may choose to accept or decline such changes by continuing or discontinuing the Services.
3. **Limitations of Services.** When using the Services, you may experience technical or other difficulties. We shall not be responsible for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.
4. **Eligible Items.** You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to Unite Credit Union (each such check a "Check" and, if more than one, "Checks") shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in Iowa (such scanned Check image transmitted to Unite Credit Union for credit to your account, a "Remote Item"). You agree that you will not use the Services to scan and deposit checks or items that: (a) are payable to any person or entity other than you; (b) are drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder; (c) contain obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn; (d) were previously converted to a substitute check as defined in Reg CC without Unite Credit Union's prior written consent; (e) were previously converted to an image replacement document as defined in Reg CC without Unite Credit Union's prior written consent; (f) are drawn on a financial institution located outside the United States; (g) are remotely created checks, as defined in Reg CC; (h) are not payable in United States currency; (i) are dated more than six (6) months prior to the date of deposit; (j) are prohibited by Unite Credit Union's current procedures relating to the Services (the "Procedures"); (k) are in violation of any state or federal rules or regulations. (Checks described in clauses (a) through (l) each a "Prohibited Check" and, collectively, "Prohibited Checks").
5. **Image Quality.** The image of an item transmitted to Unite Credit Union using the Services must be legible and contain images of the front and back of the check. The image quality of the items must comply with the requirements established from time to time by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of the Check image: the amount of the check (both written and numeric); the payee; the signature of the drawer (maker); the date; the Check number; the information identifying the drawer and the paying financial institution that is preprinted on the check including the MICR line; and all other information placed on the Check prior to the time of an image of the Check is captured (such as any required identification written on the front of the Check and any endorsements applied to the back of the check).
6. **Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the Services as "For remote deposit only, Unite Credit Union account #_____ " or as otherwise instructed by Unite Credit Union. You agree to follow any and all other procedures and instructions for use of the Services as Unite Credit Union may establish from time to time.
7. **Receipt of Items.** We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from Unite Credit Union that we have received the image. Receipt of such confirmation does not mean the transmission was error free or complete. Following receipt of such confirmation, Unite Credit Union will process the image by preparing a "substitute check" or clearing the item as an image.
8. **Availability of Funds.** You agree that items transmitted through the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Funds deposited using the Services will be available after Unite Credit Union receives final payment for the funds submitted. Unite Credit Union may, but is not required to, make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and other such factors as Unite Credit Union, in its sole discretion, deems relevant.
9. **Disposal of Transmitted Items.** Upon your receipt of a confirmation from Unite Credit Union that we have received the image of an item, you agree to prominently mark the item as "Electronically Presented" or "VOID" and to properly dispose of the item to ensure that it is not represented for payment. You also agree never to represent the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to Unite Credit Union as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for Unite Credit Union's audit purposes.
10. **Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Services and to modify such limits from time to time. Unless otherwise specified by Unite Credit Union, changes to such limits shall be effective immediately upon notice to you via email or the Unite Credit Union website.
11. **Hardware and Software.** In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as

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specified by Unite Credit Union from time to time. See www.cfccu.org for current hardware and software specifications. Unite Credit Union is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party so ftware provider at time of download and installation.

12. **Contingency Plan.** In the event you are unable to capture, balance, process, produce or transmit a file to Unite Credit Union, or otherwise comply with the terms or the Procedures for any reason, including but not limited to, communications, equipment or software outages, interruptions or failures, you will transport or mail the originals of all checks to the closest Unite Credit Union location. The deposit of original checks at an office of Unite Credit Union shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.

13. **Errors.** You agree to notify Unite Credit Union of any suspected errors regarding items deposited through the Services right away, and in no event later than sixty (60) days after the applicable Unite Credit Union account statement is sent. Unless you notify Unite Credit Union within sixty (60) days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited fr om bringing a claim against Unite Credit Union for such alleged error.

14. **Presentment.** The manner in which the items are cleared, presented for payment and collected shall be in Unite Credit Union's sole discretion subject to our Membership Agreement and other Disclosures governing your account.

15. **Ownership and License.** You agree that Unite Credit Union retains all ownership and proprietary rights in the Services, associated content, technology and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Ag reement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without l imiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Unite Credit Union's business interest, or (iii) to Unite Credit Union's actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service s.

16. **DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES WILL BE ACCURATE OR RELIABLE AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

17. **LIMITATION OF LIABILITY.** YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THE SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF Unite CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

18. **User Warranties and Indemnification.** With respect to each and every Check you use to create an image using the Services and every Remote Item you transmit to Unite Credit Union, you represent and warrant to Unite Credit Union that: (a) you assume responsibility for any Check that is transmitted which for any reason is not paid; (b) you are a person entitled to enforce the Check; (c) neither the check nor t he Remote Item is counterfeit; (d) neither the check nor the Remote Item has been altered; (e) neither the Check nor any image of the Check has been paid; (f) no depository credit union, bank, drawee, drawer, or endorser will receive presentment or return of, of otherwise be charged for , an item transmitted as a payment based on an item that it has already paid; (g) the Customer shall properly endorse each Check and deposit said Ch eck to an account at Unite Credit Union that matches the name of the Customer; (h) the Customer shall deposit only checks made payable to the Customer; (i) neither the check nor the Image is subject to a defense or claim in recoupment that can be asserted against the Customer; (j) the Customer has no knowledge of any insolvency proceeding commenced with respect to the Customer or in the case of an unaccepted check, the drawer; (k) all information provided by the Customer to the Credit Union is accurate and true; (l) files submitted by the Cus tomer to the Credit Union do not contain computer viruses or malware; (m) the R emote Item is a digitized image of the front and back of the Check and accurately represents all of the information on the front and back of the Check as of the time Customer converted the Check to a Remote Item; (n) the Remote Item contains all endorsements applied by parties that previously handled the Check in any form for forward collection or return; (o) each of the Checks were duly authorized in the amount stated on the corresponding Remote Item and to the payee stated on such Remo te Item; (p) the Credit Union will not suffer any loss as a result of Customer's retention or destruction of the paper originals of Remote Items; and (q) the Customer has performed and will perform all of its obligations under this Agreement. The Customer shall be deemed to repeat and reaffirm each of the foregoing representations and warranties at the time any Check and/or Remote Item is delivered to the Credit Union thr ough the Services. You agree to indemnify and reimburse Unite Credit Union for, and hold harmless Unite Credit Union from and against, any and all losses, costs, and expenses (including reasonable attorney's fees) Unite Credit Union may incur associated with any breach of the warranties, representations, or obligations contained in this Agreement, including but not limited to, the deposit of one or more Prohibited Checks into your acco unt. Furthermore, if, after first having obtained Unite Credit Union's written consent to do so, you provide Unite Credit Union with an electronic representation of a substitute check for deposit into an account instead of an original Check, you agree to indemnify and rei mburse Unite Credit Union for, and hold Unite Credit Union harmless from and against, any and all losses, costs and expenses (including reasonable attorney's fees) Unite Credit Union incurs because any such substitute check resulting from such electronic representation does not meet applic able substitute check standards and/or causes duplicate payments.

19. **General Terms and Conditions.**

    a. **Assignment**. You may not assign this Agreement.

    b. **Governing Law**. This Agreement is governed by, and shall be construed in accordance with, the laws of the State o f Iowa, except that any conflict of laws rule of that jurisdiction that may require reference to the laws of some other jurisdiction shall b e disregarded. Any lawsuit brought to enforce any provision of this Agreement shall only be brought in a st ate court in Ramsey County, Iowa or the nearest federal court to said County.

    c. **Severability**. If one or more provision(s) of this Agreement is or are held to be invalid, illegal or unenforceable under applicable law, the offending portions of such provisions, or such provisions in their entirety, to the extent necessary, shall be severed from this Agreement, and the balance of this Agreement shall be enforceable in accordance with its terms.

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d. **Contact by Credit Union**. No Credit Union employee, or any company affiliated with Unite Credit Union, will contact you via e-mail or phone requesting your account information or security information. If you are contacted by anyone requesting this informa tion, please contact us immediately.

e. **Security Interest**. You grant Unite Credit Union a security interest in all accounts or other deposits (whether general or special) you have with Unite Credit Union, and in all funds in such accounts or other deposits, to secure your obligations to Unite Credit Union under this Agreement. This security interest will survive termination of this Agreement. In addition to any other rights we may have under other agreements with you, we may hold any funds on deposit with us by you after termination of this Agreement for up to **14 calendar days** following the expiration of any return or chargeback rights regarding any Remote Item processed by Unite Credit Union using the Services or, if later, until any other claims to such funds have expired.

f. **Waivers**. Any waiver by us must be in writing to be effecti ve. Our waiver of any right will not be deemed a waiver of other rights or of the same right at another time.

g. **Headings**. The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

By clicking on the **"I Accept"** link on your device, you do the following:

1. You represent to the Credit Union that the device you intend to use in connection with Services meets the requirements above;
2. You agree to receipt of this Agreement and all updates to this Agreement in electronic form;
3. You represent that you have read this Agreement and understand its terms and conditions; and
4. You agree to the terms and conditions in this Agreement (Note: clicking "I Accept" is just as bindi ng as manually signing the Agreement).

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Rev. 6/16

FACTS WHAT DOES UNITE 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?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and account balances • account transactions and payment history • checking account information and account transaction history When you are *no longer* our member, we continue to share your information as described in this notice.
How?	All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Unite Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Unite Credit Union 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 creditworthiness	**NO**	**We don't share**
For affiliates to market to you	**NO**	**We don't share**
For nonaffiliates to market to you	**NO**	**We don't share**

Questions?	Call us at: **(319) 273-2479**

Who we are	
Who is providing this notice?	**Unite Credit Union**
What we do	
How does Unite 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. We will enter into a written contract with each company with whom we have a joint marketing agreement to ensure your nonpublic personal information will be kept confidential.
How does Unite Credit Union collect my personal information?	We collect your personal information, for example, when you • open an account or make a wire transfer • show us your driver's license or apply for a loan • make deposits or withdrawals from your account We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only • sharing for affiliates' everyday business purposes — information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • *Unite Credit Union does not have any affiliates*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • *Unite Credit Union does not have any non-affiliates*
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • *CUNA Mutual Group's MEMBERCONNECT*