

In order to be a member of Eastern Utah Community Credit Union you must:

- Have a common bond in our field of membership.
- Provide a complete and accurate membership application, complete with a non-expired government issued picture ID. Other verification may be required.
- Comply with our Membership Identification Procedures.
- Deposit and maintain the minimum balance required in your share savings account.

Field of Membership

- Persons who live, worship, work, or attend school in; businesses and other legal entities located in Carbon, Duchesne, Emery, Grand and San Juan counties.
- Members of record in Carbon Credit Union as of the date of the conversion to federal charter on October 16, 2003.
- Spouses of persons who died while within the field of membership of this credit union; employees of this credit union; volunteers in the community; members of their immediate families or household; and organizations of such persons.

I. MEMBERSHIP & ACCOUNT AGREEMENT

This Agreement covers your and our rights and responsibilities concerning Account(s) offered to you by the EUCCU (Credit Union). In this Agreement, the words "you" and "yours" means anyone who signs a Membership Application, (Account Card) or Account Change Card. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share or other accounts you have with the Credit Union. The classification and form of ownership of your accounts are designated on your Membership Application. By signing the Membership Application that is a part of the Agreement, or by establishing and using the account, each of you, jointly and severally, agrees to the terms and conditions in this Agreement, including the Funds Availability Policy, Electronic Funds Transfer Agreement, Privacy Policy, and the Truth-in-Savings Disclosures (Rate and Fee Schedule) accompanying this Agreement, any account receipt, the Credit Union's bylaws and policies, and any amendments which collectively govern your Membership and Accounts. You agree that additional accounts and services you request in the future will be governed by this Agreement as amended from time to time.

1. Membership Eligibility. To be eligible for membership in the Credit Union you must be an individual or entity qualifying within the Credit Union's field of membership, must have a valid Social Security Number (SSN) or Tax Identification Number (TIN), and must purchase and maintain at least one share (\$25, the Membership Share Account), as required by Credit Union Bylaws. You authorize us to verify your identity in accordance with the Credit Union's Membership Identification Policy (MIP), check your account, credit, and employment history and obtain a credit report from third parties, including CHEX Systems or other reporting agencies, to verify your eligibility for the accounts and services you request.

2. Individual Accounts. An individual account is an account owned by one depositor, including any individual, corporation, partnership, trust, or other organization qualified for Credit Union membership. If the account is an individual account, the interest of a deceased individual owner will pass, subject to applicable law, to the decedent's estate or payable on death (POD) beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death.

3. Joint Accounts. An account owned by two or more persons is a joint account. Joint owners are not members unless they are eligible and qualified as members and maintain at least one share (\$25) as required by Credit Union Bylaws. Any joint owners on the share account are authorized as joint owners on all account suffixes falling under the share account number. Additional joint owners signed on certificate accounts are owners on those accounts only and have no ownership in any other accounts.

a. Rights of Survivorship. If your account is a joint account, the account is owned as a joint account with rights of survivorship. Upon the death of one of the joint account owners, that person's interest will become the property of the surviving joint account owners.

b. Control of Joint Account Owners. Any joint account owner is authorized and deemed to act for the other owner(s) and the Credit Union may accept orders and instructions regarding the account and requests for future services from any other account owner. Each account owner guarantees the signature of the other owners. Any account owner may withdraw all available funds in the account, stop payment on items drawn on an account, withdraw, or pledge all or any part of the funds of any account, including funds representing a membership share, without the consent of the other account owner(s) and the Credit Union shall have no duty to notify any other joint account owner(s). If the Credit Union receives written notice of a dispute between account owners or receives inconsistent instructions from them, the Credit Union may suspend or terminate the account, require a court order to act, or require that all joint account owners agree in writing to any transaction concerning the account. The Credit Union reserves the right at any time to require written consent of all account owners for a change of ownership or termination of a multiple party account.

c. Joint Account Owner Liability. If any item deposited in a joint account is returned unpaid or an account is overdrawn, or if we do not receive final payment on any transaction, each of the multiple account owners is jointly and severally liable to the Credit Union for the amount of the returned item, overdraft, or unpaid amount, and any charges and transaction, regardless of who created the overdraft, deposited or cashed the item, or benefited from or initiated the transaction. A joint owner shall be responsible for returning any unused checks or access devices from any joint owner removed from the account. If any account owner is indebted to the Credit Union, the Credit Union may enforce its rights against any or all funds in the joint account regardless of who contributed the funds to the joint account.

4. POD Beneficiaries. A Payable on Death (POD) designation is an instruction to the Credit Union that a designated account is an account payable to the owner or owners during their lifetimes, and upon the death of the last joint account owner, payable to any named and surviving POD beneficiary designated on the account. Accounts payable to more than one POD beneficiary are owned jointly by such beneficiaries with right of survivorship. Any POD beneficiary designation shall not apply to IRA and Certificate accounts, which shall be governed by a separate beneficiary designation. In the absence of a POD beneficiary on Certificate Accounts, the Certificate Account will be governed by the POD beneficiary designation on the Share Account. The Credit Union shall at no time have any obligation to notify any beneficiary of the existence of any account or the vesting of the beneficiary's interest in any account, except as otherwise provided by law.

5. Accounts for Minors. For any account established by or for a minor, the Credit Union reserves the right to require the minor account owner to have his or her Social Security Number (SSN) or Tax Identification Number (TIN) and to have a parental joint account owner who is at least eighteen (18) years of age, who shall be jointly and severally liable to the Credit Union for any returned item, overdraft, or unpaid charges or amounts on such account. For a joint account, all funds in the account shall be owned as a joint account with rights of survivorship. The Credit Union may make payments of funds directly to the minor without regard to his or her minority. The Credit Union has no duty to inquire of the use or purpose of any transaction by the minor or joint account owner. The Credit Union will not honor any transaction request by a parent or guardian who is not a joint account owner. The minor account owner's Social Security Number (SSN) or Tax Identification Number (TIN) must be shown on the account.

6. Uniform Transfers/Gifts to Minors Account. A Uniform Transfers/Gifts to Minors Account (UTTMA/UGMA) is an individual account established by a member as a custodian by depositing funds as an irrevocable gift to a minor. The minor to whom the gift is made is the owner and beneficiary of the funds. The custodian has possession and control of the account for the exclusive right and benefit of the minor, and barring a court order otherwise, is the only party entitled to make deposits to, withdrawals from, or close the account. The Credit Union has no duty to inquire of the use or purpose of any transaction by the custodian. In the event of the custodian's death, the Credit Union may place an administrative hold on the account, until it receives instructions from any person authorized by law to withdraw funds or a court order authorizing such withdrawal.

7. Agency Designation for Business Accounts. An agency designation for business accounts is an instruction to the Credit Union via an Account Authorization Form in which the account owner has authorized another person to make transactions as agent for the business account owner regarding the accounts designated. An agent has no ownership interest in the account or Credit Union voting rights. The Credit Union has no duty to inquire of the use or purpose of any transaction by the agent.

8. Accounts for Living Trusts. An account of a living trust is an individual account held by one or more trustees of a trust for the benefit of one or more beneficiaries pursuant to a revocable trust agreement. Upon request of the Credit Union, the trustees shall sign a Membership Application and provide any other evidence of the trustee's authority the Credit Union requires. Trustee warrants that a valid living trust has been created, and is currently existing. The Credit Union does not act as a trustee and is under no obligation to inquire as to the powers or duties of the trustee(s). Trustee agrees to notify the Credit Union in writing if a change of trustee occurs. The Credit Union may withhold payment of funds to any party until proper evidence of authority is provided. The Credit Union may rely upon the directions of any one trustee until a written notice of revocation of the living trust is received. Funds may be released to any one trustee acting alone or with a co-trustee. The trustee(s) agrees to indemnify and hold the Credit Union harmless of any liability, claim, damage, or loss

arising as a result of unauthorized acts of any trustee or former trustee or acts of any trustee upon which the Credit Union relies prior to notice of revocation of the trust. This Agreement shall be binding on the trust, any trustee, successor trustee, and beneficiaries.

9. Accounts for Businesses and Organizations. Accounts held in the name of a business, organization, or association member are subject to the same terms set forth in this Agreement and the following additional rules. The Credit Union reserves the right to require the business member to provide an Account Authorization (Agency Designation) informing the Credit Union who is authorized to act on its behalf. No POD beneficiary designation or other designation shall apply to the account. You agree to notify the Credit Union of any change in authority. The Credit Union may rely on the written authorization until such time as the Credit Union is informed of changes in writing and has had reasonable time to act upon such notice. The Credit Union may require that third-party checks payable to a business not be cashed, but must be deposited to a business account. The Credit Union shall have no notice of any breach of fiduciary duties arising from a transaction by any agent of the account owner, unless the Credit Union has actual notice of any wrongdoing.

10. Deposit of Funds Requirements. Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with the requirements set forth on the Rate and Fee Schedule. All accounts are nonassignable and nonnegotiable to third parties. Certificate accounts are governed by the terms of this Agreement, the terms of the Rate and Fee Schedule, and the terms and disclosures on your certificate account receipt for each account, which is incorporated herein by this reference.

a. Endorsements. You authorize the Credit Union, in its discretion, to accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, any one or more owners on the account, whether or not they are endorsed by all payees. You authorize the Credit Union to supply missing endorsements of any owners if the Credit Union chooses to supply such endorsements. The Credit Union reserves the right to verify all endorsements on third-party checks presented for deposit, either in person or by comparison with member signature files. If an insurance, government, or other check or draft requires an endorsement as set forth on the back of the check or draft, the Credit Union may require endorsement as set forth on the item. Endorsements must be placed in the space on the back of the share draft or check between the top edge and 11/2 inches from the top edge. The Credit Union may accept drafts or checks with endorsements outside this space. However, if any such endorsement or any other markings you or any prior endorser has made on the draft or check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by the Credit Union due to the delay or error.

b. Collection of Items. The Credit Union shall not be responsible for deposits made by mail or at an unstaffed facility until the Credit Union actually receives them. In handling items for deposit or collection, the Credit Union only acts as your agents and assumes no responsibility beyond the exercise of ordinary care. The Credit Union will not be liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. The Credit Union reserves the right to send any item for collection.

c. Final Payment. All items or ACH (Automated Clearing House) transfers credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to charge your account for the amount of such items or ACH transfers or both and impose a return item charge on your account. If the Credit Union incurs any fee to collect any item, the Credit Union may charge such fee to your account. The Credit Union reserves the right to refuse or to return all or any item or funds transfer. The Credit Union shall have the right to charge back against your account all previously deposited items or other items endorsed by you that are returned to the Credit Union unpaid, regardless of whether the amount of the item has been available for your use.

d. Direct Deposits. The Credit Union may offer direct deposit options allowing you to preauthorize deposits (i.e., payroll checks, Social Security or retirement checks, or other government checks) or preauthorize transfers from other accounts at the Credit Union. You must authorize any direct deposits to your accounts by a separate authorization form. If applicable, you must notify the Credit Union at least thirty (30) days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or direct transfer option. Upon a filing of a bankruptcy, if you fail to cancel any direct deposit authorization, you instruct your employer and the Credit Union to make and apply direct deposits in accordance with your authorization on file with the Credit Union. If the Credit Union is required to reimburse the U.S. Government for any benefit payment directly deposited into your account for any reason, you agree the Credit Union may deduct the amount returned from any of your accounts, unless prohibited by law.

e. Crediting of Deposits. Deposits made after the deposit cutoff time and deposits made on Credit Union holidays and on days that are not business days of the Credit Union will be credited to your account on the next business day. Deposits received at unstaffed facilities such as night depositories will be credited on the day funds are removed and processed by the Credit Union. Items drawn on an institution located outside the United States are handled on a collection basis only. Amounts will be credited to your account when we receive final payment. You waive any notice of nonpayment, dishonor, or protest regarding any items purchased or received by Credit Union for credit to your account or for collection.

11. Account Access.

a. Authorized Signature. The Credit Union is authorized to recognize your signature, but will not be liable for refusing to honor any item or instruction of yours if it believes in good faith that the signature on such item or instruction is not genuine. If you have authorized the use of a facsimile signature, the Credit Union may honor any draft that appears to bear your facsimile signature even if it was made by an unauthorized person. If you give your account number to a third person, you authorize us to honor transactions initiated by the third person even if you did not specifically authorize a particular transaction.

b. Access Options. You may make withdrawals or transfers from your account in any manner which is permitted by the Credit Union (i.e., draft, automated teller machines (ATMs), in person, by mail, automatic transfer, or telephone, as applicable). If the Credit Union accepts any draft that is not drawn on a form provided by the Credit Union, you will be responsible for any loss incurred by the Credit Union for handling the draft. The Credit Union may return as unpaid any draft that is not drawn on the form provided by the Credit Union. The Credit Union has the right to review and approve any form of power of attorney and may restrict any withdrawals or transfers on your accounts.

c. ACH & Wire Transfers. You may initiate or receive credit or debits to your account via wire transfer or ACH transfer. You agree that if you receive funds by a wire or ACH transfer, the Credit Union is not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. The Credit Union may provisionally credit your account for an ACH transfer before it receives final settlement for the transfer. You agree that if the Credit Union does not receive final settlement for an ACH transfer, we may reverse the provisional credit to your account or you will refund the amount to the Credit Union. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account or identifying number. The Credit Union (and other institutions) may rely on the account or other identifying number as the proper identification, even if it identifies a different party or institution. Wire transfers are governed by Federal Reserve Regulation J if the transfer is cleared through the Federal Reserve. ACH transactions are governed by the rules of the National Automated Clearing House Association.

d. Credit Union Examination. The Credit Union may disregard information on any draft of check other than the signature of the drawer, amount of the item and any magnetic encoded information. You agree the Credit Union does not fail to exercise ordinary care in paying an item solely because its procedures do not provide for sight examination of items.

e. Electronic Check Transactions. If you authorize a merchant to electronically debit your checking account using the routing, account, and serial number of your check to initiate the transfer, whether the check is blank, partially or fully completed and signed, such authorization is an electronic check conversion. An electronic check conversion is an electronic funds transfer (EFT) and is subject to the terms of the Electronic Funds Transfer Agreement. You authorize us to honor any electronic check conversion from your checking account.

f. **Electronic Re-presented Checks.** If you write a check on a personal account that we return unpaid because of insufficient or uncollected funds, payee or any subsequent holder of the check may re-present the check to us, through an electronic instruction ("Electronic Re-presented Check") to charge your account for the amount of the check. If we receive an electronic re-presented check, we will pay or return the electronic re-presented check as if the original paper check was presented to us. Any collection fee you authorize the merchant to debit from your account is an electronic funds transfer subject to the terms of the Electronic Funds Transfer Agreement. If you want to reverse an electronic re-presented check, you must give us an affidavit within fifteen (15) days after we send or make available to you the periodic statement that reflects payment of that electronic re-presented check. In your affidavit, you must declare and swear under oath that the electronic re-presented check was ineligible or unauthorized. If we receive a proper notice of affidavit from you within the 15-day period, we will recredit your account with the amount of the charge. If you wish to stop payment of any electronic re-presented check, you must follow the procedures for stopping payment of checks, not the procedures for stopping payment on electronic loan or bill payments. If you ask us to request the depositor's bank to send us the original paper check or a copy of the paper check, and we provide it to you, you agree that you will not seek to have your account recredited due to a prior stop payment order or if the item is otherwise ineligible for collection.

12. Account Rates and Fees. The Credit Union's payment of dividends on any account is subject to the account rates and fees, earnings, payment, and balance requirements as set forth in the Rate and Fee Schedule and each Certificate Account receipt, which are incorporated herein by this reference. You agree the Credit Union may impose fees and charges for the deposit account services provided by the Credit Union. A current Rate and Fee Schedule has been provided to you separately. You agree the Credit Union may change the Rate and Fee Schedule from time to time and you will be notified of such changes as required by law.

13. Transaction Limitations.

a. **Withdrawal Restrictions.** The Credit Union may permit a withdrawal only if you have sufficient available funds in your account to cover the full amount of the withdrawal or have an established overdraft protection plan. Drafts or other transfer or payment orders which are drawn against insufficient funds will be subject to a service charge, set forth in the Rate and Fee Schedule. If there are sufficient funds to cover some but not all of your withdrawal orders, the Credit Union may allow those withdrawals for which there are sufficient funds in any order at the Credit Union's discretion. The Credit Union may also refuse to allow a withdrawal in other cases; for example: any dispute between the owners about the account (unless a court has ordered the Credit Union to allow the withdrawal); a legal garnishment or attachment is served; the account secures any obligation to the Credit Union; any required documentation has not been presented; or you fail to repay a Credit Union loan on time. You will be advised of the reasons for refusal if such action is taken. The Credit Union reserves the right to require members to give notice in writing of any intended withdrawals from any account of not less than seven (7) days and up to sixty (60) days in accordance with applicable law before such withdrawal.

b. **Transfer Limitations/Regulation D.** For share savings and money market accounts, if applicable, you may make up to six (6) preauthorized, automatic, telephonic, or audio response transfers to another account of yours or to a third party during any calendar month. Of these six, you may make no more than three (3) transfers to a third party by check or debit card. A preauthorized transfer includes any arrangement with the Credit Union to pay a third party from the member's account upon oral or written orders including orders received through the automated clearing house (ACH). There is no limit on the number of transactions you may make in the following manner: (i) transfers to any loan account with the Credit Union; or (ii) transfers to another Credit Union account or withdrawals (checks mailed directly to you) when such transfer or withdrawal is initiated in person, by mail, or at an ATM. If a transfer request would exceed the transfer limitations set forth above in any statement period, the Credit Union may refuse or reverse the transfer, and your account will be subject to suspension or closure by the Credit Union, and the Credit Union may impose a charge.

14. Time Accounts. Any time deposit, term share, share certificate, or certificate of deposit account allowed by state law (Time Account), whichever is offered by the Credit Union, is subject to the terms of this Agreement and the specific terms and disclosures set forth on the Rate and Fee Schedule and Account Deposit Receipt for each account which is incorporated herein by reference.

15. Overdrafts.

a. **Overdraft Liability.** If on any day, the funds in your share draft account are not sufficient to cover drafts, fees or other items posted to your account, those amounts will be handled in accordance with our overdraft procedures or an overdraft protection plan you have with us. The Credit Union's determination of an insufficient account balance may be made at any time between presentation and the Credit Union's deadline with only one review of the account required. The Credit Union has no duty to notify you of an insufficient funds draft. Your account will then be subject to a charge for the item whether paid or returned as set forth in the Rate and Fee Schedule. Except as otherwise agreed in writing, the Credit Union, by covering one or any overdraft, does not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time without notice. If the Credit Union pays a draft or imposes a fee that would otherwise overdraw your account causing a negative balance, you agree to pay the negative balance/overdrawn amount immediately. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any deadline limits.

b. **Overdraft Protection Plan.** If we have approved an overdraft protection plan for you, we will honor drafts drawn on insufficient funds in your account by transferring the necessary funds from another account under this Agreement or a loan account, as you have directed, or as required under the Credit Union's overdraft protection policy. The fee for overdraft transfers, if any, is set forth on the Rate and Fee Schedule. Transfers from an account will be governed by this Agreement. Transfers from a loan account will be governed by the applicable loan agreement.

c. **Negative Balance Service.** The Credit Union may, as a discretionary service and not as a right of yours or obligation to you, pay overdrafts, up to a limit of \$500.00 or the amount of your direct deposit, on accounts eligible for this service. The Credit Union's fees, charges, and each paid check or item will be included in this limit. This (overdraft) negative balance may not be included in or reflected on your actual or available balance of your account provided by a teller, at ATM or POS facilities, through online services, or on your periodic statements. This overdraft service is not a line of credit, is not guaranteed, and is independent of any other payment arrangement the Credit Union may offer. Generally, the Credit Union will not pay an overdraft in excess of any limit established for your account type. Also, the Credit Union may refuse to pay an overdraft at any time, even if the Credit Union has previously paid such overdrafts. The Credit Union will notify you by mail of any insufficient funds, checks, or items, paid or unpaid and returned, you may have. However, the Credit Union has no obligation to notify you before paying or returning any item. The following transactions (overdrafts) may be covered under this service: checks, ACH debits and other payments or withdrawals authorized by you, account service charges, pre-authorized drafts, and any other items that may be posted to your account. The Credit Union reserves the right to pay any checks or items in the order they are presented or received, and in accordance with normal operating procedures for such checks, items, or transactions. You will be charged a negative balance fee for each paid overdraft check or item as set forth in the Rate and Fee Schedule. There is no limit to the number of overdrafts paid or fees incurred on any one (1) day. You agree your negative balance, including applicable fees, is due and payable upon demand. If there is more than one owner on an account, all owners are jointly and severally liable for repayment of any negative balance. Accounts may be closed for failure to repay negative balances and the Credit Union will report account closures to applicable consumer reporting agencies. The Credit Union offers the Negative Balance Service as a convenience to members for incidental overdrafts. The Credit Union does not encourage repeated account overdrafts.

16. Postdated and Statedated Drafts. You authorize us to accept and pay any check, even if the check is presented for payment before its date, unless you notify the Credit Union of the postdating. Your notice will be effective only if the Credit Union receives the notice in time for the Credit Union to notify its employees and reasonably act upon the notice and you

accurately describe the check, including the number, date, and amount. You understand that the exact information is necessary for the Credit Union's computer to identify the check. If you give the Credit Union an incorrect, incomplete, or untimely notice, the Credit Union will not be responsible for paying the item before the date stated and the Credit Union may charge your account as of the date the Credit Union pays the item. You may make an oral notice, which will lapse within fourteen (14) days unless continued in writing, within that time. A written notice will be effective for six (6) months. A written notice may be renewed in writing from time to time. You also agree not to deposit checks, drafts, or other items before they are properly payable. The Credit Union is under no obligation to you to pay a check or draft drawn on your account that is presented more than six (6) months after its date.

17. Stop Payment Orders.

a. **Stop Payment Request.** You may ask the Credit Union to stop payment on any check drawn upon your checking account. You may request a stop payment by telephone, by mail, or in person. 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, date, and number of the check and its exact amount. If you give the Credit Union incorrect or incomplete information, the Credit Union will not be responsible for failing to stop payment on the item. If the stop payment order is not received in time for the Credit Union to act upon the order, the Credit Union will not be liable to you or to any other party for payment of the item. If we re-credit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer all of your rights against the payee or other holders of the check to the Credit Union, and to assist the Credit Union in legal action taken against the person.

b. **Duration of Order.** You may make an oral stop payment order, which will lapse within fourteen (14) calendar days unless continued in writing within that time. A written stop payment order will be effective for six (6) months. A written stop payment order may be renewed in writing from time to time. Verbal stop payment orders (if permitted by the Credit Union) remain in effect for fourteen (14) days. The Credit Union is not obligated to notify you when a stop payment order expires.

c. **Liability.** The Credit Union may charge a fee for each stop payment order requested, as set forth in the Rate and Fee Schedule. You may not stop payment on any certified check or draft, cashier's check or teller's check, or any other check, draft, or payment guaranteed by the Credit Union. You should be aware that while payment of the item may be stopped, you may remain liable to any person, including the Credit Union, who is a holder of the item despite the stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney fees, damages, or claims related to the Credit Union's action in refusing payment of an item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

18. Lost Items. The Credit Union, in receiving items from you for withdrawal or deposit, acts only as your agent and reserves the right to reverse the credit for any deposited items or to charge your account for the items, should they become lost in the collection process.

19. Credit Union's Liability for Errors. If the Credit Union does not properly complete a transaction according to this Agreement, the Credit Union will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. The Credit Union will not be liable if: (a) through no fault of the Credit Union, your account does not contain enough money to make the transaction; (b) circumstances beyond the Credit Union's control prevents the transaction; (c) your loss is caused by your negligence or the negligence of another financial institution; or (d) the money in your account is subject to a legal process or other claim. The Credit Union will not be liable for consequential damages except liability for wrongful dishonor. The Credit Union's actions will constitute the exercise of ordinary care if such actions or nonactions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearing house rules, and general banking practices followed in the area serviced by the Credit Union. You grant the Credit Union the right, in making payments of deposited funds, to rely on the form of the account and the terms of this Account Agreement. Any conflict between oral representations by you or Credit Union employees and any written form will be resolved by reference to this Agreement and applicable written form.

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

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

22. Account Information. Upon your request, the Credit Union will inform you of the name and address of each credit-reporting agency from which the Credit Union obtains a credit report in connection with your account. The Credit Union agrees not to disclose information to third parties about your account regarding any transaction or balances except when: (1) it is necessary to complete the transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with the Fair and Accurate Credit Transactions Act or other applicable laws and regulations; (3) such disclosure is in compliance with the law, government agencies, or court orders; or (4) you give us your written permission.

23. Notices

a. **Name or Address Changes.** It is your responsibility to notify the Credit Union upon a change of address or change of name. Address changes will not be accepted over the phone or by postal notice. The Credit Union is only required to attempt to communicate with you only at the most recent address you have provided to the Credit Union. In the case of returned address mail, the Credit Union will place a BAD ADDRESS code on your account until we receive verification of the changed address. The Credit Union will accept notices of a change in address in person at any of our locations. Any other notice of a change of address from you will only be accepted if provided in writing to the Credit Union and the document is notarized. If the Credit Union attempts to locate you, the Credit Union may impose an account research fee as set forth on the Rate and Fee Schedule.

b. **Notice of Amendments.** Except as otherwise prohibited by applicable law, the terms of this Agreement are subject to change at any time. The Credit Union will notify you of any changes in account terms, rates, or fees as required by law. Changes in account ownership, such as adding or removing a joint account owner, must be evidenced in writing. The Credit Union reserves the right to waive any term in this Agreement. Any such waiver shall not affect the Credit Union's right to enforce any right in the future.

c. **Effect of Notice.** Any written notice you give the Credit Union is effective when it is actually received by the Credit Union. Any written notice the Credit Union gives to you is effective when it is deposited in the U.S. mail, postage prepaid, and addressed to you at your statement mailing address. Notice to any one account owner is considered notice to all owners of the account. The Credit Union reserves the right to accept oral instructions, and you agree to hold the Credit Union harmless from any liability arising as a result of such instructions.

24. Taxpayer Identification Numbers and Backup Withholding. If your account is or becomes subject to backup withholding, the Credit Union is required by law to withhold and pay the Internal Revenue Service (IRS) a required percentage of payments of interest, dividends, and certain other payments under certain conditions. Your failure to furnish a correct taxpayer identification number (TIN) or meet other applicable requirements may result in backup withholding as

well as civil or criminal penalties. If you refuse to provide your TIN, the Credit Union may suspend the opening of your account.

25. Statements.

a. **Contents.** If the Credit Union provides a statement for your account, you will receive a periodic statement of all transactions and activity on your account during the statement period. If a periodic statement is provided, you agree that only one statement is necessary for a multiple party account. For checking accounts, you understand that when paid your original check becomes property of the Credit Union. Copies will be retained by the Credit Union and made available upon your request and subject to the fee set forth on the Rate and Fee Schedule. You understand statements and checks are made available on the date the statement is mailed to you.

b. **Examination.** You are responsible for examining each statement and reporting any irregularities to the Credit Union. The Credit Union will not be responsible for any forged, altered, or unauthorized item drawn on your account if (1) you fail to notify the Credit Union within thirty (30) days of the mailing date of the earliest statement and availability of checks containing any forgery, alteration, or unauthorized signature on the item; or (2) any items forged or altered in a manner not detectable by a reasonable person including the unauthorized use of a facsimile signature machine.

c. **Notice to Credit Union.** You agree that the Credit Union's retention of checks does not alter or waive your responsibility to examine your statements and check copies or the time limit for notifying the Credit Union of any errors. The statement will be considered correct for all purposes and the Credit Union will not be liable for any payment made or charge to your account unless you notify the Credit Union in writing within the above time limit after the statement and checks are made available to you.

26. Inactive and Abandoned Accounts. If you have an account that you have not made a withdrawal from, deposit to, or transfer involving your account for more than twelve (12) months and the Credit Union has been unable to contact you by regular mail during that period, the Credit Union may classify your account as an inactive account and may charge an inactive account service fee as allowed by applicable law and set forth on the Rate and Fee Schedule. Thereafter, dividends or interest will not be paid on the account if the balance falls below any minimum balance requirement. The Credit Union will notify you at your last known address prior to imposing any fee as required by law. You authorize us to transfer funds from an available account of yours to cover any fee(s), if necessary. If a deposit or withdrawal has not been made on the account and the Credit Union has had no other contact with you for three (3) years as required by the Uniform Unclaimed Property Act, the account will be presumed to be abandoned. Funds in abandoned accounts will be remitted in accordance with state law. Once funds have been turned over to the state, the Credit Union has no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

27. Death of Account Owner. The Credit Union may require the survivor or other claimant to the account to produce certain documents before releasing the funds in the account. The Credit Union may continue to honor all transfers, withdrawals, deposits, and other transactions on the account until the Credit Union learns of an account owner's death. Once the Credit Union learns of a member's death, the Credit Union may pay checks or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days unless the Credit Union receives instructions from any person claiming an interest in the account to stop payment on the checks and other items. You agree that the Credit Union can require that anyone who claims funds in your account after your death to indemnify the Credit Union for any losses resulting from honoring that claim.

28. Special Account Instructions. You may request the Credit Union to facilitate certain trust, will, or court-ordered account arrangements. However, because the Credit Union does not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask the Credit Union to follow instructions that the Credit Union believes might expose it to claims, suits, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, the Credit Union may refuse to follow your instructions or may require you to post a bond to indemnify the Credit Union. Any item presented with a full payment legend must be presented in person to a Credit Union officer; otherwise, payment is accepted with full reservation of rights. Account changes requested by you or any account owner must be evidenced by a signed Account Card and accepted by the Credit Union. The Credit Union will not recognize the authority of someone to whom you have given power of attorney without a copy of the Power of Attorney on record at the Credit Union.

29. Termination of Account. The Credit Union may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if (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 funds in the account; (4) any account checks are lost or stolen; (5) there are excessive returned unpaid items even if they were covered by an overdraft protection plan; (6) any owner or authorized user causes the Credit Union to suffer a loss or if there has been any misrepresentation or any other abuse of any of your accounts. You may terminate your account or remove yourself as a joint owner from an account at any time by notifying the Credit Union in person and in writing. You may not remove a joint owner from an account without the joint owner present and it must be done in writing. Your account removal or termination will not affect your responsibility for any loan obligations or prior transactions. The Credit Union is not responsible for payment of any check, withdrawal, or other item once your account is terminated; however, if the Credit Union pays a check or other item after termination, you agree to reimburse the Credit Union for payment.

30. Termination of Membership. You may terminate your membership at the Credit Union after giving written notice of your intent to withdraw from membership. You may be expelled if there has been any misrepresentation or any other abuse on any of your other accounts or if you fail to comply with the Credit Union policies, procedures, or bylaws, conduct yourself in a threatening or abusive manner to Credit Union personnel, or willfully damage Credit Union property. You may be denied service or expelled from membership for any reason allowed by applicable law, including causing a loss to the Credit Union or violating any terms of membership. If you are expelled you may not be a joint account owner on another account.

31. Severability. In the event that any paragraph of this Agreement or any portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of this Agreement shall not be invalid or unenforceable and will continue in full force and effect.

32. Enforcement. You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. In the event either party brings legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

33. Governing Law. This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Utah, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

II. Funds Availability

1. Your Ability to Withdraw Funds. Our policy is to make funds from your deposits available to you on the same business day as the day we receive your deposit. Once they are available, you can withdraw the funds in cash and/or we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and state or federal holidays. If you make a deposit before 3:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 3:00 pm, on Saturday or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

2. Reservation of Right to Hold. In some cases, we will not make all of the funds that you deposit to your transaction account by check available to you on the same business day as the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$200 of your deposit will be available on the first business day after the 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 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 business day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

3. Longer Delays May Apply. We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

a. You deposit checks totaling more than \$5,000 on any one day.

b. You deposit a check that has been returned unpaid.

c. We believe a check you deposit will not be paid.

d. You have overdrawn your account repeatedly in the last six months.

e. Your account is not in 'good standing'.

f. There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

4. Holds on Other Funds. If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

5. Special Rules for New Accounts. If you are a new member, the following special rules apply during the first 30 days your account is open:

a. Funds from electronic direct deposits to your transaction account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, travelers, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the seventh business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

b. Funds from deposits of checks drawn on Eastern Utah Community Credit Union will be available on the same business day as the day of your deposit.

c. Funds from most other check deposits will be available not later than the seventh business day after the day of your deposit.

6. Deposits at Nonproprietary ATMs. Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate may not be available until three (3) business days after the day of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified accordingly.

7. Foreign Checks. Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institution upon which it is drawn.

III. Truth-in-Savings Account Disclosures

Except as specifically described, the following disclosures apply to all of the accounts.

1. Rate Information. The Annual Percentage Yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. For all accounts, the Dividend Rate and Annual Percentage Yield may change at any time as determined by the Credit Union's Board of Directors.

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

3. Dividend Compounding and Crediting. The compounding and crediting of dividends and dividend period applicable each account are set forth in the Rate Schedule. The Dividend Period is the period of time at the end of which an account earns dividend credit. The Dividend Rates and Annual Percentage Yields are the rates and yields as of the last dividend declaration date which is set forth in the Rate Schedule.

4. Accrual of Dividends. For all accounts, dividends will begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit to your account. For all accounts, if you close your account before accrued dividends are credited, accrued dividends will not be paid.

5. Balance Information. The minimum balance requirements applicable to each account are set forth in the Rate Schedule. For all accounts using an Average Daily Balance method, dividends are calculated by applying a periodic rate to the average daily balance in the account for the period. The average daily balance is determined by adding the full amount of principal in the account for each day of the period and dividing that figure by the number of days in the period.

6. Account Limitations. For Share Accounts no more than six (6) preauthorized, automatic, or telephone transfers may be made from these accounts to another account of yours or to a third party in any month, and no more than three (3) of these six (6) transfers may be made by check, draft, or debit card to a third party. If you exceed these limitations, the Credit Union may refuse or reverse the transfer, and your account will be subject to suspension or closure by the Credit Union, and the Credit Union may impose a charge. For Share Draft and N.O.W. Accounts, no Regulation D limitations apply.

7. Open/Close Fee. A fee will be assessed on all new accounts closed before 90 days from opening date. A fee will also be assessed when reopening closed accounts.

(VISA Check Card • Audio Response • Internet Banking • Bill Payer • Automated Clearing House (ACH))

This Electronic Fund Transfer Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic fund transfer (EFT) services offered to you by Eastern Utah Community Credit Union ("Credit Union"). In this Agreement, the words "you," "your," and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one (1) or more share and share draft accounts you have with the Credit Union. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered.

1. EFT SERVICES — If approved, you may conduct any one (1) or more of the EFT services offered by the Credit Union.

a. VISA Check Card. If approved, you may use your card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of gambling transaction. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your Share Draft account. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union will pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your card and personal identification number (PIN) in ATMs of the Credit Union, Plus, STAR, Co-Op, Alaska Option, and Cirrus networks, and such other machines or facilities as the Credit Union may designate.

At the present time, you may also use your card to:

- Make deposits to your share, share draft, and overdraft accounts.
- Withdraw funds from your share, share draft, and overdraft accounts.
- Transfer funds from your share, share draft, and overdraft accounts.
- Obtain balance information for your share, share draft, and overdraft accounts.
- Access your Overdraft (OD) accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Visa.
- Order goods or services by mail or telephone from places that accept Visa.

The following limitations on the frequency and amount of VISA Check Card transactions may apply:

- You may make 15 VISA Check Card purchases per day.
- Purchase amounts are limited to the amount in your account.
- You may make five (5) cash withdrawals in any one (1) day from an ATM machine.
- You may withdraw up to a maximum of \$999.99 in any one (1) day from an ATM machine, if there are sufficient funds in your account.
- You may purchase up to a maximum of ten (10) from POS terminals per day, if there are sufficient funds in your account.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

b. Audio Response. If we approve Audio Response for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts. At the present time, you may use Audio Response to:

- Withdraw funds from your share, share draft, and Money Market accounts.
- Transfer funds from your share, share draft, and Money Market accounts.
- Obtain balance information for your share, share draft, Money Market, and overdraft accounts.
- Make loan payments from your share, share draft, and Money Market accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on share and share draft accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.

Your accounts can be accessed under Audio Response via a touch-tone telephone only. Audio Response service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing.

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. 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 telephone call.

c. Preauthorized EFTs.

- Direct Deposit. Upon instruction of (i) your employer, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your share and share draft account.
- Preauthorized Debits. Upon instruction, we will pay certain recurring transactions from your share and share draft accounts.
- See Section 2 for transfer limitations that may apply to these transactions.
- Stop Payment Rights. If you have arranged in advance to make regular electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within 14 days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made.
- Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (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.
- Liability for Failure to Stop Payment of Preauthorized Transfers. If you order us to stop payment of a preauthorized transfer three (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.

d. Electronic Check Conversion/Electronic Returned Check Fees. If you pay for purchases or bills with a

check or draft, you may authorize your check or draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic fund transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

e. Flex Teller Internet Banking. If we approve Flex Teller Internet Banking for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts. At the present time, you may use Flex Teller Internet Banking to:

- Withdraw funds from your share, share draft, and Money Market accounts.
- Transfer funds from your share, share draft, and Money Market accounts.
- Obtain balance information for your share, share draft, loan, Money Market, certificate, and overdraft accounts.
- Make loan payments from your share, share draft, and Money Market accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on share and share draft accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Make bill payments to preauthorized creditors.

Your accounts can be accessed under Flex Teller Internet Banking via personal computer. Flex Teller Internet Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. 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.

• See Section 2 for transfer limitations that may apply to these transactions.

f. Bill Payer. We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete. We will withdraw the designated funds from your share draft account for bill payment transfer by the designated cutoff time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you schedule for payment. 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.

- There is no limit on the number of bill payments per day.

g. Notice by RDFI

The following disclosures are being given to you in accordance with Article 2, Subsection 2.1.9 of the ACH Rules (Notice by RDFI) due to the fact that you may be receiving certain types of ACH credits into your account at Eastern Utah Community Federal Credit Union. These transactions are corporate ACH "wholesale credits" subject to UCC Article 4A (credits with Standard Entry Class Codes CCD and CTX). In the disclosures the terms "we," "us", and "our" refer to Eastern Utah Community Federal Credit Union, and "you" and "your" refer to you as the account holder.

• Provisional Payment. Credit given by us to you with respect to an automated clearinghouse credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such 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 in the amount of such entry.

• Notice. Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH Transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

• Choice of Law. We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of Utah as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

2. TRANSFER LIMITATIONS — For all share and Money Market 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 or similar order. If you exceed these limitations, your account may be subject to a fee or be closed.

3. CONDITIONS OF EFT SERVICES

a. Ownership of Cards. Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person.

b. Honoring the Card. Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

c. Foreign Transactions. Visa Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. A fee of 2.00% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all multiple currency foreign transactions, including purchases, cash withdrawals and credits to your account. A fee of 1.00% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all single currency foreign transactions, including purchases, cash withdrawals and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates.

d. Security of Access Code. You may use one (1) or more access codes with your electronic fund transfers. The access codes issued to you are for your security purposes. Any access codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible

for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

e. Joint Accounts. If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any share and share draft or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

4. FEES AND CHARGES — There are certain fees and charges for EFT services. From time to time, the charges may be changed. We will notify you as required by applicable law. If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

a. VISA Check Card Fees.

- We do not charge for any ATM withdrawals at the present time.
- We do not charge for any POS transactions at the present time.

- Replacement card fee of \$10.00 per card.
- Nonsufficient funds fee of \$25.00.
- Replacement Pin \$5.00.
- Recurring Stop Payment \$20.00.

b. Audio Response Fees.

- Nonsufficient funds fee of \$25.00.

c. Preauthorized EFT Fees.

- Nonsufficient funds fee of \$25.00.

d. Flex Teller Internet Banking Fees.

- Nonsufficient funds fee of \$25.00.

e. Bill Payer Fees.

- Monthly fee of \$5.95.
- Nonsufficient funds fee of \$25.00.

5. MEMBER LIABILITY — You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts.

TELL US AT ONCE if you believe your card or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your authority, or if you believe that an electronic fund transfer has been made without your permission using information from your check. 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 a transaction was made with your card or card number without your permission and was either a Visa or Interlink transaction, you will have no liability for the transaction, unless you were grossly negligent in the handling of your account or card or access code. For all other EFT transactions, including ATM transactions or if you were grossly negligent in the handling of your account or card or access code, your liability for an unauthorized transaction is determined as follows. If you tell us within two (2) business days you can lose no more than \$50.00 if someone used your card or access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or access code and we can prove we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make including those made by card, access 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 lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If you believe your card or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call us at: 435-637-2443 or 800-700-2781.

Or write to: Eastern Utah Community Credit Union, 675 E 100 N, Price, UT 84501

Fax: 435-637-1528

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.

6. RIGHT TO RECEIVE DOCUMENTATION

a. Periodic Statements. Transfers and withdrawals made through any ATM or POS terminal, debit card transactions, audio response transactions, preauthorized EFTs, online/PC transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

b. Terminal Receipt. You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.

c. Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling 435-637-2443 or 800-700-2781. This does not apply to transactions occurring outside the United States.

7. ACCOUNT INFORMATION DISCLOSURE — We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;
- 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;
- If your account is eligible for emergency cash and/or emergency card replacement services and 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);
- To comply with government agency or court orders; or
- If you give us your written permission.

8. BUSINESS DAYS — Our business days are Monday through Friday, excluding holidays.

9. CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS — If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any

funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.

- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- 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 telephone or computer equipment you use to conduct audio response or online/PC transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the Credit Union.

10. NOTICES — All notices from us will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least 21 days before the effective date of any change. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations. The following information is a list of safety precautions regarding the use of ATMs and night deposit facilities:

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- Close the entry door of any ATM facility equipped with a door.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number (PIN) or access code on your ATM card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.

11. BILLING ERRORS — In case of errors or questions about electronic fund transfers from your share and share draft accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the first statement on which the problem appears. Call us at: 435-637-2443 or 800-700-2781.

Or write to: Eastern Utah Community Credit Union, 675 E 100 N, Price, UT 84501

Fax: 435-637-1528

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about and explain, as clearly as you can, why you believe the Credit Union has made an error or why you need more information.
- Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error has occurred within ten (10)* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45** days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (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 ten (10) business days, we may not credit your account.

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 30 days after you make the first deposit to your account, we will have 20 business days instead of ten (10) business days to investigate the error.

** If you give notice of an error within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have 90 days instead of 45 days to investigate the error.

NOTE: If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within ten (10) business days.

12. TERMINATION OF EFT SERVICES — You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. 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. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

13. GOVERNING LAW — This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Utah, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

14. ENFORCEMENT — You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any postjudgment collection actions.

This is your bill paying agreement with Eastern Utah Community Credit Union. You may use Eastern Utah Community Credit Union's bill paying service to direct Eastern Utah Community Credit Union to make payments from your designated checking (account) to the Merchants you choose in accordance with this agreement. The terms and conditions of this Agreement are in addition to the Account agreements, disclosures and other documents in effect from time to time governing your Account (the Account Rules). "You" or "your" means each person who signs the bill paying enrollment form or is otherwise authorized to use the Service. "We" or "us" means Eastern Utah Community Credit Union. "Merchant" means anyone, including Eastern Utah Community Credit Union, you designate and we accept as a payee.

1. How to set up merchants/payments. Complete a bill paying enrollment form. IF YOU WANT TO ADD A NEW MERCHANT, SUBMIT YOUR REQUEST IN WRITING. USE "ADD MERCHANT" BUTTON ON THE INTERNET OR SPEAK TO A SERVICE REPRESENTATIVE. You may add a new fixed payment to a Merchant, only if the Merchant is on your authorized list of payees, and by accessing the Service and entering the appropriate information. Most other additions, deletions, or changes can be made in writing or by using the Service. We reserve the right to refuse the designation of a Merchant for any reason. Each Merchant accepted by us will be assigned a merchant code.

We are not responsible if a Bill Payment can not be made due to incomplete, incorrect, or outdated information provided by you regarding a Merchant or if you attempt to pay a Merchant that is not on your Authorized Payee list.

2. Accessing the service. When you complete your bill paying enrollment form, you will select a USER I.D. and Personal Identification Number (PIN). We will make every effort to accommodate your request. Each time you access the Service, you will be asked to enter your USER ID AND PIN. Correct responses will give you access to the Service.

3. The Bill Paying Process. We will process variable payments on the business day (generally Monday through Friday, except holidays) you designate the bill is to be processed, provided the payment request is received prior to the cutoff time set by us, which is currently 2:00 p.m. MST. Variable bill requests received after the business day cut off time, or at any time on a nonbusiness day will be processed on the next business day. We reserve the right to change the cutoff time by giving you notice if it changes. FOR RECURRING PAYMENT REQUESTS, IF YOU DESIGNATE A PROCESSING DATE OF THE 28TH THROUGH THE 31ST OF A MONTH, PROCESSING WILL BE INITIATED ON THE LAST CALENDAR DAY OF THE MONTH. Otherwise, recurring payment requests will be processed on the dates you have designated, unless such date falls on a nonbusiness day resulting in your payment being processed on the next business day.

YOU MUST ALLOW AT LEAST FIVE (5) BUSINESS DAYS, PRIOR TO THE DUE DATE, FOR EACH BILL PAYMENT (RECURRING OR VARIABLE) TO REACH THE MERCHANT. IT IS THE RESPONSIBILITY OF THE SUBSCRIBER TO SCHEDULE/ACTIVATE RECURRING PAYMENTS. IT IS OUR RECOMMENDATION THAT ADDITIONAL DAYS BE ALLOWED FOR PAYMENTS TRAVELING MORE THAN 4 STATES AWAY.

You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all Bill Payments requested, as well as, any other payment obligations you have to us. We reserve the right, without liability, to reject or reverse a Bill Payment if you fail to comply with

this requirement or any other terms of this agreement. If you do not have sufficient funds in the Account and we have not exercised our right to reverse or reject a Bill Payment, you agree to pay for such payment obligations on demand. You further agree that we, at our option, may charge any of your accounts with us to cover such payment obligations.

Any Bill Payment can be changed or canceled, provided you access the Service prior to the cutoff time on the business day prior to the business day the Bill Payment is going to be initiated.

4. Liability. You are solely responsible for controlling the safekeeping of, and access to, your Personal Identification Number (PIN). You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify us and arrange to change your PIN. You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment. We are not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment. We are not liable for any failure to make a Bill Payment if you fail to promptly notify us after you learn that you have not received credit from a Merchant for a Bill Payment. We are not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be our agent. In any event, we will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if we have knowledge of the possibility of them. We are not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond our reasonable control.

5. Amendment & Termination. We have the right to change this Agreement at any time by notice mailed to you at the last address shown for the Account on our records, by posting notice in our branches, or as otherwise permitted by law.

We have the right to terminate this Agreement at any time. You may terminate this Agreement by written notice to us. We are not responsible for any fixed payment made before we have a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by us on your behalf.

6. Fees. There is a \$5.95 monthly fee for this service. This fee is subject to change. You will be given proper notice of any change in the fee amount.

Additional Charges for Customer requested Services and Other Items

These charges will only be assessed if you request one or more of the services listed here. There will be NO Charge for any item if needed to correct our error.

Written Correspondence to Merchant	\$10.00
Per proof of Payment not necessitated by a dispute	\$10.00
Payments returned due to customer error.....	\$5.00

We reserve the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred.

Bill payments are processed by Electronic Fund Transfers (EFT). Please see the Electronic Fund Transfers Disclosure Statement included, or, received when you opened your account, which discloses important information concerning your rights and obligations.

ELECTRONIC STATEMENT SERVICE AGREEMENT AND DISCLOSURE STATEMENT FOR EASTERN UTAH COMMUNITY CREDIT UNION ONLINE ELECTRONIC STATEMENTS

This Agreement and Disclosure Statement for Eastern Utah Community Credit Union Online Electronic Statements (the "Agreement") describes the terms and conditions for the use of the Eastern Utah Community Credit Union Electronic Statement Service (the "Electronic Statement Service"). You should read this Agreement carefully and keep an electronic or hard copy of it with your other account records.

Neither enrollment in, nor continued use of the Electronic Statement Service is required in order to use any online Service other than the Electronic Statement Service. You may discontinue the Electronic Statement Service at any time using the procedures set forth herein.

CONSENT FOR ELECTRONIC STATEMENT

Signing this form will signify your acceptance of and intent to be bound by all terms, conditions, and provisions of this Agreement and consent for your receipt of Electronic Communications and Disclosures. When you click the "I Agree" button you will be adopting and using an "electronic signature" which will signify your acceptance of and intent to be bound by all terms, conditions, and provisions of this Agreement and consent for your receipt of Electronic Communications and Disclosures. Your signature or electronic acceptance of this Agreement also will constitute your certification that you have provided and will continue to provide true, accurate, current, and complete information about yourself as requested in connection with the use of the Electronic Statement Service. You may not use the Electronic Statement Service if you do not sign or electronically accept this Agreement. Each use of the service by you or others you allow to use the Electronic Statement Service confirms your agreement to abide and be bound by the terms and conditions of this Agreement, as in effect at that time.

In this Agreement, the use of the terms "we," "us" and "our" means, Eastern Utah Community Credit Union, and any agent, independent contractor, designee, or assignees that we may, in our sole discretion, involve in the providing of the Electronic Statement Service. The terms "you," "your" and "yours" means (i) each and every person who now or hereafter is an account owner or authorized user with respect to any Account at the Credit Union or any person who has an interest therein, and (ii) each and every person who now or hereafter subscribes to or uses the Electronic Statement Service. The term "Business Day(s)" means our business days which are Monday through Friday, except Credit Union holidays as posted in our lobby or on our statements or newsletters. To be a Business Day, we must be open for four hours or more at our main office and meet the definition above. "Account" means all sub-accounts related to the account for which you elect to use the Electronic Statement Service.

The Electronic Statement Service allows you to receive in electronic format your credit union account statements that we would otherwise mail to you. This service will allow you to view, save to your computer and/or print them at your convenience. Once you have elected the use of the Electronic Statement Service we may include, at our discretion, the delivery to you of any information related to your Account in Electronic format. This may include any required disclosures, notices, and information that we ordinarily transmit with account statements, including, but not limited to, our annual Privacy Policy Notice, Annual Regulation E-disclosure, other required federal disclosures, change in terms to your account, our newsletter, advertisements, and other material ("Other Credit Union Information").

Once you elect this service, it will apply to all accounts associated with the same account number including all related sub-accounts.

When you activate the Electronic Statement Service, neither you, nor any of your co-owners will receive any further mailed paper statements for any of your Accounts, whether such Account exist as of the time of Electronic Statement Service activation or are subsequently added. All subsequent statements for such Accounts will be furnished electronically, as provided in this Agreement (provided, however, we may continue to mail paper statements, as well as provide electronic versions of the statements at our discretion).

ELECTRONIC STATEMENT DELIVERY

We will post the periodic statements for your Account(s) at the Eastern Utah Community Credit Union Internet Banking Web Site. To access the Electronic Statements you will be required to login using the username, password and other authentications assigned to the Account.

We will only post your Statements for a period of time (currently approximately 12 months). It is your responsibility to download and save or print and retain, your Electronic Statements for your records. However, you may request a paper replacement copy of your statements at any time for a fee. Except as otherwise required by applicable law, you acknowledge and agree that it is your responsibility to access the Electronic Statements as they are posted at the Eastern Utah Community Credit Union Internet Banking Web Site without any notification or cue to do so from us. At our discretion, or if required by applicable law we may send electronic notification to the email address you have provided to us, when a statement for your Account is ready to be accessed. If we elect to deliver Other Credit Union Information to you electronically, we will send an electronic notification to the email address you have provided to us or otherwise furnish you with such notification as may be permitted or required by applicable law (including, without limitation, by posting Other Credit Union Information at the Eastern Utah Community Credit Union Web Site without transmitting any separate notification to you). This may include electronic attachments of the Other Credit Union Information, and/or instructions or links for accessing the Other Credit Union Information, and/or pop ups or other displays of the Other Credit Union Information.

You agree to log into the internet banking web site and to check your email routinely. If you experience any problem receiving this information at our internet banking website or your email, you must notify us as soon as possible. You may notify us by calling us at 1-800-700-2781 during our normal business hours. From time to time, we place important information on your statement in addition to the account information. This can include federal disclosures, changes in terms, holidays, etc. You agree that we do not have to send you notification if the information is part of your statement posted electronically or sent with e-mail.

The account agreement that you have with us and/or agreements and disclosures regarding your Accounts with us describe your obligations and responsibilities with respect to timely examining your periodic account statements and reporting errors and discrepancies to us. These obligations and responsibilities are applicable to your examination and review of the Electronic Statements. You agree that you will not alter any information in any Electronic Statement or Other Credit Union Information, and you agree that our record of any Electronic Statement or Other Credit Union Information is the best evidence of the information set forth in such Electronic Statement or Other Credit Union Information, as applicable.

MINIMUM SYSTEM REQUIREMENTS

There are certain minimum requirements of your computer to access the Electronic Statement Service. The Computer must use a Windows7 based or Apple7 (Mac7) operating system with Internet access. The web browser must adhere to the HTML 4.01 protocol and have 128 bit encryption. Your modem must support 128-bit encryption. You must set your browser to accept "cookies" and you must have JavaScript 7 enabled. A printer is required. The files may be large, so you must have sufficient storage space

available. You must maintain a valid operating email address. We may post additional requirements and specifications on our Web Site. You must have telephone equipment and services, Internet connection services, computer hardware and software, and other equipment necessary for you to access and use the Electronic Statement Service and maintain them at your expense. We are not responsible for any computer viruses, problems or malfunctions resulting from any computer viruses, or related problems that may be associated with the use of an online system. You agree to maintain and update your anti virus software program, operating system, and firewall on your computer. You agree that we are not responsible for errors or failures of any software or hardware on your computer.

We attempt to have our Electronic Statement Service available 24 hours a day, seven days a week (with the exception of maintenance periods), although we accept no liability if the service is not available at any particular time. Availability of the service may be affected by many factors, including but not limited to network usage, telephone line condition, bandwidth, other users access of our system or the system on which the service resides, your computer, your telephone or internet service, weather, electrical service, and many other factors.

You acknowledge and agree that you or any of your co-owners or authorized users may terminate any Service on behalf of all depositors on the accounts.

You agree that we may act on any instruction given to us using your Password notwithstanding any dual or multiple signature requirement identified on the signature card or other document. You agree that authorization of transactions through the Service shall be considered the same as your written signature. You also agree that use of your username, password and other authentications assigned to the Account is the agreed security procedure to access the Electronic Statement Service and that such security procedure is commercially reasonable.

You agree to keep your the username, password and other authentications assigned to the Account confidential, to prevent unauthorized access to your Accounts, and to prevent unauthorized use of the Electronic Statement Service. If you provide your username, password and other authentications assigned to the Account to someone, we will consider that you are authorizing that person(s) actions. We have no mechanism to verify your identity or authorization except by use of your username, password and other authentications assigned to the Account. You agree to change your Password frequently. You should NOT use your ATM or debit card PIN as your Password.

If the Electronic Statement Service is blocked by us or if you forget your username, password and other authentications assigned to the Account, you must contact us at 800-700-2781 during our business hours. We may issue you a new username, password and other authentications assigned to the Account. This may take several days in which you will not have access to the service.

You should take precautions to protect all of your personal identification information, such as your driver's license, Social Security Number, all information and data stored in your computers hard drive or other memory device, and email account. This information by itself or together with other account information may allow unauthorized access to your Accounts.

You must keep your email address and mailing address current and updated with us at all times. If either changes call us at 800-700-2781 during our normal business hours or write us at: PO Box 719, Price, Utah 84501. We may allow updating your email address on the Eastern Utah Community Credit Union Web Site. If any email containing notifications or information is returned "undeliverable" or otherwise rejected for delivery, then we will send the paper notice to you at the postal address we have on file for you. You should check your email frequently at least as often as you would check your regular mailbox for mail.

Email is not an effective way to contact us. An electronic message sent by you will not be immediately received by us. Any notification email sent by us may be an automated message with no ability for you to respond or reply to the message using email. You cannot use email to make an account inquiry, notify us of errors, or funds transfer. Email to us will not be considered written communication unless; in our sole discretion we accept the individual message as such. Our acceptance of an email as a written communication does not obligate us to accept future emails as a written communication. There may be other limitations to your use of electronic messaging from time to time in effect.

If you do send us email, you acknowledge the risk: you agree that such communication to or from us may include your account information. You acknowledge that the authenticity, privacy or accuracy of information received or sent by email cannot be guaranteed. You agree that we may send confidential information to you and you agree to maintain this confidentiality. If you believe an unauthorized person has gained access to your computer system or email account, you agree to immediately notify us. You agree to release, indemnify and hold us harmless from all claims, losses, expenses or liability arising from or in connection with any email communications.

RIGHT TO WITHDRAW CONSENT

You may terminate your use of the Electronic Statement Service at any time by calling 800-700-2781 or writing us at PO Box 719, Price, Utah 84501.

If the Electronic Statement Service is terminated, we will resume mailing paper statements for such Account, together with the disclosures, notices, documentation and information that accompany such statements, according to the terms of the deposit agreement governing such Account, or as required by applicable law, to the postal address in our records for such Account, beginning with the next periodic statement following such termination. You agree that we shall have a reasonable opportunity to act upon such termination. Generally, at least 10 days notice will be required. Termination of the Electronic Statement Service will result in the termination of the Statement Service for all related Accounts. Changing the ownership or agency status of an Account may terminate the Electronic Statement Service. We may terminate your enrollment in the Electronic Statement Service without notice if, we believe your email address is no longer valid or in the event that any Electronic Statement Service notifications or information that we transmit to your email address is returned or rejected for delivery.

We may terminate or suspend any of the Electronic Statement Service at any time, in our discretion, without notice to you, except as required by applicable law or regulation, and without liability to you. No termination of any Service will affect your liability or obligations under this Agreement accruing prior to the date of termination or any provisions of this Agreement, which, by their nature, are intended to survive termination.

EXCLUSION OF WARRANTIES

LIMITATION OF LIABILITY

YOU EXPRESSLY AGREE THAT USE OF THE ELECTRONIC STATEMENT SERVICE IS AT YOUR SOLE RISK. THE ELECTRONIC STATEMENT SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND RELATING TO THE ELECTRONIC STATEMENT SERVICE, OR IN REGARDS TO YOUR COMPUTER EQUIPMENT OR YOUR INTERNET SERVICE PROVIDER'S EQUIPMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

WE MAKE NO REPRESENTATION OR WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR THAT THE ELECTRONIC STATEMENT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR FREE OR THAT ANY ERRORS IN TECHNOLOGY WILL BE CORRECTED.

YOU AGREE THAT WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR DATA AND THAT ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED BY YOU IS OBTAINED AT YOUR OWN DISCRETION AND RISK, WHETHER DUE TO ANY COMPUTER VIRUS, WORM, TROJAN HORSE, OR OTHERWISE. NO COMMUNICATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM YOUR USE OF THE SERVICE WILL CREATE ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY STATED IN THESE TERMS UNLESS, WE SPECIFICALLY AGREE IN WRITING TO A CHANGE IN TERMS THAT REFERENCES THIS SECTION OF THIS AGREEMENT.

YOU AGREE THAT NEITHER WE NOR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS OR THIRD PARTY SERVICE PROVIDERS WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY HARMS, INJURIES OR CLAIMS, INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, RESULTING FROM THE USE OF OR THE INABILITY TO USE THE SERVICE; THE COST OF OBTAINING SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED, OR MESSAGES RECEIVED, OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM USE OF THE ELECTRONIC STATEMENT SERVICE; UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; STATEMENTS OR CONDUCT OF ANY OTHER PERSON USING OR ACCESSING THE ELECTRONIC STATEMENT SERVICE; ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE; AND/OR ANY OTHER MATTER RELATING TO THE ELECTRONIC STATEMENT SERVICE OR YOUR USE THEREOF.

YOU AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND US, OUR OFFICERS, DIRECTORS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS AND SERVICE PROVIDERS FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, LIABILITY, DAMAGES, EXPENSES AND COSTS (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS FEES) CAUSED BY OR ARISING FROM YOUR USE OF THE ELECTRONIC STATEMENT SERVICE, OR THE USE OF THE ELECTRONIC STATEMENT SERVICE BY ANY OF YOUR CO OWNERS OR AUTHORIZED USERS, OR ANY OTHER PERSON WHOM YOU HAVE PERMITTED TO USE THE SERVICE, YOUR BREACH OF THIS AGREEMENT, YOUR INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY, AND/OR YOUR COMMISSION OF FRAUD OR ANY OTHER UNLAWFUL ACTIVITY OR CONDUCT.

This Agreement constitutes the current, exclusive and entire agreement between you and us in regards to the Electronic Statement Service. Any prior agreements with respect to the Electronic Statement Service are superseded by this Agreement. This Agreement supplements, but does not replace, other agreements, terms and conditions governing your Accounts and/or any other services used by you in relation to your Accounts. Such other agreements, terms and conditions remain in full force and effect, and we may apply the provisions thereof to your use of the Electronic Statement Service, as the context may require. In the event of a conflict between the terms of this Agreement and those of any other agreement, the express terms of this Agreement shall control with respect to the Electronic Statement Service. Your Electronic Consent of the Electronic Statement Service, along with any User's Guide or other instructional material provided by us relating to the Electronic Statement Service are and constitute a part of this Agreement.

You agree not to alter any Agreement with us without our express written agreement. Any attempt by you to alter this Agreement or any other form or agreement without our express written agreement shall be void and shall have no legal effect. You agree to indemnify and hold us harmless from and against any and all claims, losses, liabilities, penalties, expenses and punitive and other damages (including without limitation reasonable attorneys' fees) directly or indirectly resulting from, relating to or arising in connection with any successful or unsuccessful attempt by you to alter either this Agreement, other agreements, or any enrollment form without our express written agreement. You agree that no practice or course of dealing, nor any oral representations or communications by you and/or any of our agents, employees or representatives, which vary the terms and conditions of this Agreement, shall constitute a modification or amendment of the terms and conditions of this Agreement.

No delay or omission by us in exercising any of our rights or remedies under this Agreement or applicable law shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy or the exercise of any other right or remedy. No waiver by us shall be valid unless in writing and signed by us. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

You may not assign this Agreement or any of your rights or responsibilities under this Agreement. We may assign this Agreement or any or all of our rights and/or responsibilities hereunder, or delegate any or all of such rights and responsibilities to any third party or parties.

When you use the Electronic Statement Service, the transaction and other information you enter may be recorded. By using the Electronic Statement Service, you consent to such recording.

We may change the terms of this Agreement partially or entirely, the fees, charges, features, operational elements, and other terms and conditions applicable to the Electronic Statement Service, at any time in our discretion. Any changes we make will be effective when we determine, with or without notice to you, provided that if required by law, we will furnish you with notice. If you do not agree to any change or amendment relating to terms and conditions of this Agreement or the Electronic Statement Service, you must terminate your use of the Electronic Statement Service. By using any of the Electronic Statement Service after any such change or amendment, you acknowledge and agree to that change or amendment. You agree that we may send change of terms notices to you, as well as any information, disclosures, and/or notices relating to your Account in electronic form, either by posting such information, disclosures, and notices in the Eastern Utah Community Credit Union Web Site (or other applicable website) or by transmitting them, or notice of the availability thereof at the applicable website, to the e-mail address you have provided us in connection with your use of the Electronic Statement Service. You specifically acknowledge and agree that we may periodically transmit to you by email advertisements, notices, reminders, help information, delinquency, dormant, or inactivity notices, and other messages concerning your Account.

You agree and confirm that we may provide you with an electronic record, via electronic messaging or delivery as provided above, of any and all disclosures and information that we are required by applicable

law or regulation to provide in writing (including, without limitation, the Electronic Fund Transfer Act, as amended, and Regulation E, as amended. You will be deemed to have received such notices or disclosures three (3) days after we post them in the Eastern Utah Community Credit Union Web Site (or other applicable website) or on the day we transmit them via e-mail or transmit notice by e-mail of the availability thereof at the applicable website, to your email address, as applicable, whether or not you have retrieved them by that time. You acknowledge and agree that any present or future election by you to include your name in any internal database that we maintain in order to keep a record of who does not wish to receive electronic messaging, generally, shall not apply to or affect this Agreement to receive electronic information, disclosures and/or notices relating to the Electronic Statement Service. We always reserve the right, to mail or otherwise transmit to you paper copies of any information, disclosures and/or notices relating to your Account in lieu of or in addition to electronic versions thereof.

If we offer new services on our web site or otherwise, by using these new services, you agree to be bound by all terms and conditions applicable thereto.

We shall not be liable for any delay in the performance or nonperformance resulting from any federal or state law, regulation or rule, the order of any court of competent jurisdiction, any Act of God, war, terrorism, epidemic, strike, lockout, riot, weather conditions, equipment failure or malfunction, material shortage, electrical power disruption or shortage, communication failure or any other condition or circumstance not within our reasonable control.

This Agreement, all services offered by Eastern Utah Community Credit Union, and your deposit relationship with us will be governed by the substantive laws (excluding laws of conflict) and regulations of the United States and the State of Utah. Any proceeding for the enforcement of this Agreement or any provision thereof or related to any service by Eastern Utah Community Credit Union shall be instituted only in Utah.

You agree not to use the Electronic Statement Service for any illegal purpose or in breach of any contract or agreement by which you are bound, and you agree to comply with all applicable laws, rules, and regulations in connection with the Electronic Statement Service. You certify that you have legal capacity to enter into this Agreement under applicable law. The Electronic Statement Service and any application for deposit or other services at our website are solely offered to the citizens and residents of the United States of America and may not be accessed while outside the United States. If you choose to use the Electronic Statement Service from locations outside the United States, you do so at your own risk.

As appropriate, the singular shall include the plural and the plural shall include the singular.

If any provision of this Agreement is found to be invalid or unenforceable as to any person or circumstance by a court of competent jurisdiction, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

ERROR RESOLUTION

THE PROVISIONS OF THIS SECTION APPLY ONLY TO ACCOUNTS THAT ARE ESTABLISHED PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES AND FOR ELECTRONIC TRANSACTIONS ONLY.

If you think that your statement is wrong or you need more information about a transaction listed on your statement or appearing on the account activity screen of your computer, you must call us or write us at the telephone number or address set forth above. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared or you received notification of the problem or error on your computer. "Sent" shall mean our posting of the Electronic Statement on our System.

When you call or write us, you must:

1. Tell us your name and the Account number.
2. Describe the error or the transaction you are unsure about (merchant name, account information, transaction date, transaction description, confirmation number for the transaction), and explain as clearly as you can why you believe it is in error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days (twenty (20) business days for transactions that have occurred within 30 days after the first deposit to the account) after we hear from you and will correct any error promptly. If we require more time, however, we may take up to forty five (45) days to investigate your complaint or question. If this additional time is necessary, and your written notification has been received by us, we will credit your account within ten (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 ten (10) business days, we will not credit your account and we will still have up to forty five (45) days for our investigation.

For errors involving new accounts, we may take up to ninety (90) days to investigate your complaint or question, and we may take up to twenty (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.

FOR NON-ELECTRONIC TRANSACTIONS ANY TIME PERIOD STATED IN YOUR ACCOUNT AGREEMENT OR UNDER APPLICABLE LAW THAT IS MEASURED FROM WHEN A STATEMENT IS EMAILED, SENT, DELIVERED OR WHEN AN ITEM, CHECK, DRAFT, OR COPY IS DELIVERED TO OR MADE AVAILABLE TO YOU SHALL BE THE DATE THREE DAYS AFTER THE ELECTRONIC STATEMENT IS POSTED TO OUR SYSTEM, WHETHER YOU ACCESS THE ELECTRONIC STATEMENT ON THAT DATE OR AT A LATER DATE, OR NEVER.

ONCE YOU HAVE ELECTED TO RECEIVE ELECTRONIC STATEMENTS, UNTIL YOU NOTIFY US IN WRITING THAT YOU NO LONGER WISH TO GET ELECTRONIC STATEMENTS, THE DATE OF OUR POSTING THE STATEMENT TO OUR SYSTEM WILL BE THE DATE IT IS CONSIDERED SENT, OR DELIVERED AND THE DATE YOU ARE NOTIFIED OF ANY ACTIVITY OR ITEM THAT APPEARS ON THAT STATEMENT.

NON CONSUMER USERS OF ONLINE SERVICE

To the fullest extent permitted by law, if your use of the Online Service is not primarily for personal, family, or household purposes, and/or if your applicable Account is not established primarily for personal, family, or household purposes, you agree that in no event will we be liable to you under this Agreement, or in performing or failing to perform the transactions contemplated by this Agreement, for special, indirect or consequential damages, including (without limitation) lost profits or attorneys' fees, even if we are advised in advance of the possibility of such damages, or for any other damages whatsoever, notwithstanding any

other provisions of this Agreement to the contrary. You acknowledge and agree that this Agreement and any other related agreements with us set forth security procedures for electronic banking transactions that are commercially reasonable. You agree to be bound by any and all transactions, whether authorized or unauthorized, and we shall have no liability to you for any unauthorized transaction or inquiry, except as otherwise expressly provided in a written agreement between you and us, or as required by applicable law.

By clicking the "I Agree" button or signing below you authorize Eastern Utah Community Credit Union to stop sending all statements, notices of insufficient funds, certificate maturity and other notices using paper and begin sending them using electronic means. Clicking the "I Agree" button or signing below signifies your acceptance of and intent to be bound by all terms, conditions, and provisions of this Agreement and consent for your receipt of Electronic Communications and Disclosures. Your signature or electronic acceptance of this Agreement also will constitute your certification that you have provided and will continue to provide true, accurate, current, and complete information about yourself as requested in connection with the use of the Electronic Statement Service. You may not use the Electronic Statement Service if you do not sign or electronically accept this Agreement. Each use of the service by you or others you allow to use the Electronic Statement Service confirms your agreement to abide and be bound by the terms and conditions of this Agreement, as in effect at that time.

You acknowledge that Eastern Utah Community Credit Union may in our discretion send any such notice in written form instead of electronically if we see fit. In addition to electronic delivery, you may also request a paper copy of this Agreement.

You may change your request at any time and elect to begin receiving statements in paper form by writing us at PO Box 719, Price, Utah 84501 or calling us during business hours at 435-637-2443 or 800-700-2781. There are no fees involved in terminating the Electronic Statement Service.

E-NOTICES

MEMBER CONSENT TO ACCEPT ELECTRONIC DELIVERY OF E-NOTICES

In this Agreement, the word "E-Notice" refers to any notice that we would normally provide to you in written form that you retain. The words "you" and "your" refer to you, the member of Eastern Utah Community Credit Union. The words "we," "us," and "our," mean Eastern Utah Community Credit Union.

CONSENT TO RECEIVE ELECTRONIC NOTICES

By signing below or clicking the "I Accept" button, you agree to accept your E-Notices via email. This includes but is not limited to non-sufficient funds notices, payment due notices, and certificate renewal notices. You further agree that we will discontinue mailing a paper notices to you and will communicate with you electronically, as necessary. You also agree to receive other disclosures online when we elect to make them available in electronic format.

E-NOTICE DELIVERY

We will send you an email with any notices attached on each business day that you have any of the applicable notices. You may change the email address for your notices at any time by contacting us or maintaining your email address within the online account access system. THERE IS NO CHARGE FOR THIS SERVICE.

REQUESTING A PAPER COPY OF DISCLOSURES

You may request a paper copy of your notices or any other record received electronically under this Agreement by writing to us at PO Box 719, Price, Utah 84501 or by contacting us at 800-700-2781. A fee may be charged for the paper copy. To avoid this fee, consider printing your E-notices from your computer.

RIGHT TO WITHDRAW CONSENT

You may terminate this Agreement at any time by notifying us in writing at PO Box 719, Price, Utah 84501 or by contacting us at 800-700-2781. There are no fees for requesting to withdraw your consent for E-Notices and going back to paper notices.

MINIMUM SYSTEM REQUIREMENTS

The minimum requirements to view your account statements electronically are 64 MB of RAM, 300 MHz processor, Internet Explorer 6 or higher with 128 bit encryption, and a printer if you wish to print your E-Notices, or the ability to store (save) your E-Notices electronically to your computer.

Change of Internet Service Provider, Email address, or Computer Equipment. If you change your email address, computer equipment or Internet Service Provider (ISP) used to access or receive electronic records, you agree to notify us of the new ISP and/or address, email address and/or equipment you will be using. If we change the hardware or software to communicate electronically with you and our change materially affects your ability to access or receive communications electronically, we will notify you of the changes by email and provide you with a statement of your right to withdraw consent

In this Agreement the words "you" and "your" mean each and all of those who sign this Agreement. "We", "us" and "our" means Eastern Utah Community Credit Union. "Account" means your Transaction Account with us including Share Draft and N.O.W. accounts. The word "Transaction" includes withdrawals made by, but is not limited to; any form of electronic, automated, POS, ATM, ACH, share draft or other negotiable instrument.

You hereby authorize us to establish a Transaction Account in your name(s).

We are authorized to pay any transactions and drafts authorized you and to charge all such payments against the shares in this account. It is further agreed that:

1. Only share draft blanks and other transaction methods approved by us may be used to make withdrawals from your account.
2. We are under no obligation to pay any transaction that exceeds the fully paid and collected share balance in your account. Such transactions may be returned to the payee or rejected as unpaid and will be subject to a service charge as outlined in the Rate and Fee Schedule.
3. Although we are under no obligation to pay any transaction that exceeds the fully paid and collected share balance in your account, if you authorize transactions that would exceed such balance and result in this agreement being overdrawn, we may:
 - (a) Treat such as a request to us for an advance from your Overdraft Loan Account sufficient to permit us to pay such transaction and credit the loan advance to your account (term, interest rate and conditions of overdraft loan are outlined in the Overdraft Loan Agreement), or
 - (b) If you are not eligible to receive an overdraft loan advance as provided above, we may, nevertheless pay such transaction and transfer shares to your account in the amount of the resulting overdraft, plus a service charge as outlined in the Rate and Fee Schedule, from any other regular share account from which you are eligible to withdraw shares, or
 - (c) If you are not eligible for funds to be transferred as provided above, we may, nevertheless pay such transaction under the Negative Balance/ Overdraft Arrangement, with the service charges and interest as outlined in the Rate and Fee Schedule.
4. We may pay a transaction on whatever day it is presented for payment, notwithstanding the date (or any other limitation on the time of payment) appearing on the transaction.
5. When paid, share drafts become our property and will not be returned either with the periodic statement of your account or otherwise.

6. Except for negligence, we are not liable for any action we take regarding the payment or nonpayment of a transaction.

7. Any objection respecting any item shown on the periodic statement of your account is waived unless made in writing to us before the end of 60 days after the statement is mailed.

8. Your account is subject to our right to require advance notice of withdrawal, as provided in our bylaws.

9. Your account is also subject to such other terms, conditions and service charges as we may establish from time to time.

10. Your membership and account are subject to the Financial Institutions Act of 1981 or the Federal Credit Union Act, as applicable; our Articles of Incorporation and Bylaws; and our policies and procedures, including amendments and modifications.

11. Your membership and account are subject to the terms and conditions of the Membership and Account Agreement, Electronic Funds Transfer Agreement, Funds Availability Policy, Rate and Fee Schedule, and Truth-in-Savings Disclosure, if applicable, and to any amendment we make from time to time to your membership agreements.

12. Under penalties of perjury, you certify (1) that the number(s) shown on this form is/are your correct taxpayer identification number(s) and (2) that you are not subject to backup withholding either because (a) you have not been notified that you are subject to backup withholding as a result of a failure to report all interest or dividends, or (b) the Internal Revenue Service (IRS) has notified you that you are no longer subject to backup withholding.

13. In the event your account incurs costs of any kind for the collection of unpaid, overdraft or negative balances, you agree to pay all such costs, including a reasonable attorney or agency fee whether incurred by filing suit or otherwise and to pay the account balance, plus all fees, charges and interest on said amounts both pre-judgment and post-judgment, at the overdraft rate stated on the Rate and Fee Schedule.

14. By signing below, you agree to the terms and conditions as described in the Transaction Account Agreement and all other agreements and disclosures that have been provided to you. You also acknowledge receipt of a copy of the terms and conditions applicable to each account as defined by the Membership and Account Agreement and any other agreements and/or fee schedules.

Last Dividend Declaration Date: Friday, April 23, 2021

Share Account Rates

Type	Description	apr	apy
01	Share Account	0.050%	0.050%
04	IRA Share Account	0.050%	0.050%

Money Market Rates

Min. Balance	Limitations	apr	apy
1,000.00	Six [6] Withdrawals Per Month	0.100%	0.100%
2,500.00	Six [6] Withdrawals Per Month	0.100%	0.100%
10,000.00	Six [6] Withdrawals Per Month	0.100%	0.100%
25,000.00	Six [6] Withdrawals Per Month	0.100%	0.100%
50,000.00	Six [6] Withdrawals Per Month	0.100%	0.100%
100,000.00	Six [6] Withdrawals Per Month	0.100%	0.100%
120,000.00	Six [6] Withdrawals Per Month	0.100%	0.100%
150,000.00	Six [6] Withdrawals Per Month	0.100%	0.100%
200,000.00	Six [6] Withdrawals Per Month	0.100%	0.100%

Share Certificate Rates

Type	Description	apr	apy
C-1	3 Month Certificate	0.150%	0.150%
C-2	6 Month Certificate	0.250%	0.250%
C-9	9 Month Certificate	0.300%	0.300%
C-3	12 Month Certificate	0.350%	0.350%
C-4	18 Month Certificate	0.400%	0.401%
C-5	24 Month Certificate	0.450%	0.451%
C-6	36 Month Certificate	0.550%	0.551%
C-8	60 Month Certificate	0.750%	0.752%

HSA Share Certificate Rates

Type	Description	apr	apy
H-2	6 Month HSA Certificate	0.300%	0.300%
H-3	12 Month HSA Certificate	0.350%	0.350%
H-6	60 Month HSA Certificate	0.750%	0.752%

IRA Share Certificate Rates

Type	Description	apr	apy
I-1	3 Month Certificate	0.150%	0.150%
I-2	6 Month Certificate	0.250%	0.250%
IN	9 Month Certificate	0.300%	0.300%
I-3	12 Month Certificate	0.350%	0.350%
I-4	18 Month Certificate	0.400%	0.401%
I-5	24 Month Certificate	0.450%	0.451%
I-6	36 Month Certificate	0.550%	0.551%
I-7	60 Month Certificate	0.750%	0.752%

Roth IRA Share Certificate Rates

Type	Description	apr	apy
R-1	3 Month Certificate	0.150%	0.150%
R-2	6 Month Certificate	0.250%	0.250%
RN	9 Month Certificate	0.300%	0.300%
R-3	12 Month Certificate	0.350%	0.350%
R-4	18 Month Certificate	0.400%	0.401%
R-5	24 Month Certificate	0.450%	0.451%
R-6	36 Month Certificate	0.550%	0.551%
R-7	60 Month Certificate	0.750%	0.752%

IRA Money Market Rates

Min. Balance	Limitations	apr	apy
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Savings Rates

Eastern Utah Community Credit Union

1,000.00	Six [6] Withdrawals Per Month	0.100%	0.100%
2,500.00	Six [6] Withdrawals Per Month	0.100%	0.100%
10,000.00	Six [6] Withdrawals Per Month	0.100%	0.100%
25,000.00	Six [6] Withdrawals Per Month	0.100%	0.100%
50,000.00	Six [6] Withdrawals Per Month	0.100%	0.100%
100,000.00	Six [6] Withdrawals Per Month	0.100%	0.100%
120,000.00	Six [6] Withdrawals Per Month	0.100%	0.100%
150,000.00	Six [6] Withdrawals Per Month	0.100%	0.100%
200,000.00	Six [6] Withdrawals Per Month	0.100%	0.100%

The fees and transaction limitations applicable to accounts at Eastern Utah Community Credit Union that are provided in this fee schedule are subject to change and may be assessed against your account(s).

DIVIDENDS

Dividends Compounded	Quarterly
Dividends Credited	Quarterly
Dividends Period Calendar	Quarterly

BALANCE REQUIREMENTS

Single Membership Minimum Opening Share Deposit	\$25.00
Single Membership Minimum Share Balance Required	\$25.00
Single Membership Minimum Share Balance to Earn Dividend	\$25.00
Minimum Opening Share Draft/NOW Account Deposit	\$50.00
Minimum Share Draft/NOW Account Balance Required	N/A
Balance Method	Average Daily Balance

(Account limitations apply. See Membership Agreement and Disclosures.)

FEES APPLICABLE TO ALL ACCOUNTS

Account Closed Within 90 Days	\$25.00
Account Reconciliation	\$25.00 per hour (\$25.00 min.)
Account Research	\$25.00 per hour (\$25.00 min.)
ACH Origination (Payroll)	Monthly-based on contract terms
ACH Origination (Personal)	\$2.00 per origination per month
ACH Revoke/Stop Payment Order	\$25.00 per order
Bad Address	\$5.00 per month
Check Printing	Varies with quantity and style
Courtesy Transfer	\$3.00
Draft Copy	\$5.00 per copy
Drafts/ACH Returned NSF	\$25.00 per draft/ACH
Dormant Account	\$10.00 per month
Fax Document	\$1.00 per page
Foreign Check Handling	\$50.00
Incoming Wire Transfer	\$5.00 per transfer
Money Orders and Official Checks	\$2.00 per check
Negative Balance (causing or adding to a negative balance)	\$25.00 per transaction
Non-Transaction Account (< \$100.00 Balance)	\$1.00 per check cashed
N.O.W. Account Per Check	\$10.00 per paper draft
Online Bill Pay	\$5.95 per month
Outgoing Domestic Wire Transfer	\$25.00 per transfer
Paper Statement	\$2.00 per month
Online/Phone Payment by VISA Credit/Debit Card	\$10.00 per transaction
Reg D Violation (after 6 non-personal automatic transactions)	\$20.00 per occurrence
Re-open Closed Account	\$30.00
Returned Deposit Item	10.00 per item
Sight Draft Handling	\$25.00
Stop on Official Checks	\$25.00 per check
Stop Payment Order	\$25.00 per order
Temporary Checks	\$5.00 per sheet
Up to 11 Month History	\$0.25 per page

LEGAL PROCESSING FEES

Garnishment	\$75.00
Letter of Account Verification	\$15.00
Levy	\$75.00
Subpoena	\$75.00

OVERDRAFT LINE OF CREDIT

Annual Percentage Rate	18.0%
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(Account limitations apply. See Membership Agreement and Disclosures.)

VISA DEBIT CARD LIMITATIONS

ATM Cash Withdrawals	\$999.00 or 5 transactions per business day
Debit Card Quasi Cash	\$500.00 or 3 transactions per business day
Debit Card Withdrawals/Purchases	\$2500.00 or 15 transactions per business day

VISA DEBIT CARD AND LINE OF CREDIT FEES

ATM Non-Affiliated Transaction	\$2.00 each
Card Replacement	\$10.00 per card
Document Copy	\$15.00 per copy
Late Payment	\$20.00
Multiple Currency Foreign Transaction	2% of transaction amount
PIN Replacement	\$5.00
Single Currency Foreign Transaction	1% of transaction amount
Stop Payment Recurring Charges	\$25.00
Unblock Card	\$15.00 per occurrence

(ATM fees may be assessed by other institutions)

VISA PREMIER CREDIT CARD

Annual Percentage Rate	8.99%*
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*Variable apr. Rate will vary with the market based on the prime rate

VISA EXTRA AWARDS CREDIT CARD

Annual Percentage Rate	9.99%*
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*Variable apr. Rate will vary with the market based on the prime rate

VISA CREDIT CARD FEES

Annual	None
Balance Transfer	1%
Card Replacement	\$10.00 per card
Cash Advance Transaction	2%
Document Copy	\$15.00 per copy
Late Payment	\$25.00 or the amount of the required minimum payment, whichever is less
(if you are more than one (1) days late in making a payment)	
Minimum Finance Charge	\$1.00
Multiple Currency Foreign Transaction	2% of transaction amount
PIN Replacement	\$5.00
Returned Payment	\$25.00 or the amount of the required minimum payment, whichever is less
Rush	\$50.00
Single Currency Foreign Transaction	1% of transaction amount
Unblock Card	\$15.00 per occurrence

VISA PREPAID GIFT CARDS

VISA Everyday Spend Card	\$5.00 per card
VISA Everyday Spend Card Reload	\$5.00 per card
VISA Gift Card	\$3.50 per card
VISA Travel Money Card	\$5.95 per card
VISA Travel Money Card Reload	\$5.95 per card

FACTS

WHAT DOES EASTERN UTAH COMMUNITY CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> ■ Social Security number and Income ■ Account Balances and Payment History ■ Credit History and Credit Scores <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share Member's personal information to run their everyday business. In the section below, we list the reasons financial companies can share their Member's personal information; the reasons Eastern Utah Community CU chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does EUCCU 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 do not share.
For our affiliates' everyday business purposes— information about your creditworthiness	No	We do not share.
For nonaffiliates to market to you	No	We do not share.

Questions?	Call 1-800-700-2781 or visit www.euccu.com
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Who we are

Who is providing this notice?

Eastern Utah Community Credit Union

What we do

How does EUCCU protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does EUCCU collect my personal information?

We collect your personal information, for example, when you

- Open an Account
- Pay Bills
- Deposit Money

or Apply for a Loan
or Use your Credit or Debit Card

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.

- *EUCCU has no affiliates.*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *EUCCU does not share with non-affiliates so they can market to you.*

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include CUNA Mutual.*

Other important information

In the course of a busy day, you may write a check at the grocery store, charge tickets to a ball game, rent a car, mail your tax returns, call home on your cell phone, order new checks or apply for a credit card. Chances are you don't give these everyday transactions a second thought. But someone else may.

The 1990's spawned a new variety of crooks called identity thieves. Their stock in trade is your everyday transaction. Each transaction requires you to share personal information: your bank and credit card account numbers; your income; your Social Security number (SSN); or your name, address and phone numbers. An identity thief co-opts some piece of your personal information and appropriates it without your knowledge to commit fraud or theft. An all-too-common example is when an identity thief uses your personal information to open a credit card account in your name.

Identity theft is a serious crime. People whose identities have been stolen can spend months or years – and thousands of dollars – cleaning up the mess the thieves have made of their good name and credit record. In the meantime, victims may lose job opportunities, be refused loans for education, housing, cars, or even be arrested for crimes they didn't commit. Humiliation, anger and frustration are common feelings victims experience as they navigate the arduous process of reclaiming their identity. Perhaps you've received your first call from a collections agent demanding payment on a loan you never took out – for a car you never bought. Maybe you've already spent a significant amount of time and money calling financial institutions, canceling accounts, struggling to regain your good name and credit. Or maybe your wallet's been stolen, or you've just heard about identity theft for the first time on the nightly news, and you'd like to know more about protecting yourself from this devastating crime.

HOW IDENTITY THIEVES GET YOUR PERSONAL INFORMATION

- They steal wallets and purses containing your identification and credit and bank cards.
- They steal your mail, including your bank and credit card statements, pre-approved credit offers, telephone calling cards and tax information.
- They complete a "change of address form" to divert your mail to another location.
- They rummage through your trash, or the trash of businesses, for personal data in a practice known as "dumpster diving."
- They fraudulently obtain your credit report by posing as a landlord, employer or someone else who may have a legitimate need for and a legal right to the information.
- They get your business or personnel records at work.
- They find personal information in your home.
- They use personal information you share on the Internet.
- They buy your personal information from "inside" sources. For example, an identity thief may pay a store employee for information about you that appears on an application for goods, services or credit.

HOW IDENTITY THIEVES USE YOUR PERSONAL INFORMATION

- They call your credit card issuer and, pretending to be you, ask to change the mailing address on your credit card account. The imposter then runs up charges on your account. Because your bills are being sent to the new address, it may take some time before you realize there's a problem.
- They open a new credit card account, using your name, date of birth and SSN. When they use the credit card and don't pay the bills, the delinquent account is reported on your credit report.
- They establish phone or wireless service in your name.
- They open a bank account in your name and write bad checks on that account.
- They file for bankruptcy under your name to avoid paying debts they've incurred under your name, or to avoid eviction.
- They counterfeit checks or debit cards, and drain your bank account.
- They buy cars by taking out auto loans in your name.

WHAT YOU CAN DO TO PREVENT IDENTITY THEFT

While you probably can't prevent identity theft entirely, you can minimize your risk. By managing your personal information wisely, cautiously and with an awareness of the issue, you can help guard against identity theft.

- Order a copy of your credit report from each of the three major credit reporting agencies every year. Make sure it is accurate and includes only those activities you've authorized. The law allows credit bureaus to charge you up to \$9.00 for a copy of your credit report.

Equifax — www.equifax.com

To order your report, call: 1-800-685-1111 or write: P.O. Box 740241, Atlanta, GA 30374-0241

To report fraud, call: 1-800-525-6285 and write: P.O. Box 740241, Atlanta, GA 30374-0241

Experian — www.experian.com

To order your report, call: 1-888-EXPERIAN (397-3742) or write: P.O. Box 2104, Allen TX 75013

To report fraud, call: 1-888-EXPERIAN (397-3742) and write: P.O. Box 9532, Allen TX 75013

TransUnion — www.transunion.com

To order your report, call: 800-916-8800 or write: P.O. Box 1000, Chester, PA 19022.

To report fraud, call: 1-800-680-7289 and write: Fraud Victim Assistance Division, P.O. Box 6790, Fullerton, CA 92834-6790

- Place passwords on your credit card, bank and phone accounts. Avoid using easily available information like your mother's maiden name, your birth date, the last four digits of your SSN or your phone number, or a series of consecutive numbers. When opening new accounts, you may find that many businesses still have a line on their applications for your mother's maiden name. Use a password instead.
- Secure personal information in your home, especially if you have roommates, employ outside help or are having service work done in your home.
- Ask about information security procedures in your workplace. Find out who has access to your personal information and verify that records are kept in a secure location. Ask about the disposal procedures for those records as well.

MAINTAINING VIGILANCE

- Order a copy of your credit report from each of the three major credit bureaus once a year. By checking your report on a regular basis you can catch mistakes and fraud before they wreak havoc on your personal finances. Don't underestimate the importance of this step. One of the most common ways that consumers find out that they're victims of identity theft is when they try to make a major purchase, like a house or a car. The deal can be lost or delayed while the credit report mess is straightened out. Knowing what's in your credit report allows you to fix problems before they jeopardize a major financial transaction.
- Don't give out personal information on the phone, through the mail or over the Internet unless you've initiated the contact or are sure you know who you're dealing with. Identity thieves may pose as representatives of banks, Internet service providers (ISPs) and even government agencies to get you to reveal your SSN, mother's maiden name, account numbers and other identifying information. Before

you share any personal information, confirm that you are dealing with a legitimate organization. You can check the organization's website as many companies post scam alerts when their name is used improperly, or you can call customer service using the number listed on your account statement or in the telephone book.

- Deposit outgoing mail in post office collection boxes or at your local post office, rather than in an unsecured mailbox. Promptly remove mail from your mailbox. If you're planning to be away from home and can't pick up your mail, call the U.S. Postal Service at 1-800-275-8777 to request a vacation hold. The Postal Service will hold your mail at your local post office until you can pick it up or are home to receive it.
- To thwart an identity thief who may pick through your trash or recycling bins to capture your personal information, tear or shred your charge receipts, copies of credit applications, insurance forms, physician statements, checks and bank statements, expired charge cards that you're discarding, and credit offers you get in the mail.
- Before revealing any personally identifying information (for example, on an application), find out how it will be used and secured, and whether it will be shared with others. Ask if you have a choice about the use of your information. Can you choose to have it kept confidential?
- Don't carry your SSN card; leave it in a secure place.
- Give your SSN only when absolutely necessary. Ask to use other types of identifiers when possible. If your state uses your SSN as your driver's license number, ask to substitute another number.
- Carry only the identification information and the number of credit and debit cards that you'll actually need.
- Pay attention to your billing cycles. Follow up with creditors if your bills don't arrive on time. A missing credit card bill could mean an identity thief has taken over your account and changed your billing address to cover his tracks.
- Be wary of promotional scams. Identity thieves may use phony offers to get you to give them your personal information.
- Keep your purse or wallet in a safe place at work.

A SPECIAL WORD ABOUT SOCIAL SECURITY NUMBERS

Your employer and financial institution will likely need your SSN for wage and tax reporting purposes. Other businesses may ask you for your SSN to do a credit check, like when you apply for a loan, rent an apartment, or sign up for utilities. Sometimes, however, they simply want your SSN for general record keeping. You don't have to give a business your SSN just because they ask for it. If someone asks for your SSN, ask the following questions:

- Why do you need my SSN?
- How will my SSN be used?
- What law requires me to give you my SSN?
- What will happen if I don't give you my SSN?

Sometimes a business may not provide you with the service or benefit you're seeking if you don't provide your SSN. Getting answers to these questions will help you decide whether you want to share your SSN.

THE DOORS AND WINDOWS ARE LOCKED, BUT . . .

You may be careful about locking your doors and windows, and keeping your personal papers in a secure place. But, depending on what you use your personal computer for, an identity thief may not need to set foot in your house to steal your personal information. SSNs, financial records, tax returns, birth dates, and bank account numbers may be stored in your computer—a goldmine to an identity thief. The following tips can help you keep your computer and your personal information safe.

- Update your virus protection software regularly, or when a new virus alert is announced. Computer viruses can have a variety of damaging effects, including introducing program code that causes your computer to send out files or other stored information. Be on the alert for security repairs and patches that you can download from your operating system's website.
- Do not download files sent to you by strangers or click on hyperlinks from people you don't know. Opening a file could expose your system to a computer virus or a program that could hijack your modem.
- Use a firewall program, especially if you use a high-speed Internet connection like cable, DSL or T-1, which leaves your computer connected to the Internet 24 hours a day. The firewall program will allow you to stop unwanted guests from accessing your computer. Without it, hackers can take over your computer and access your personal information stored on it or use it to commit other crimes.
- Use a secure browser – software that encrypts or scrambles information you send over the Internet – to guard the security of your online transactions. Be sure your browser has the most up-to-date encryption capabilities by using the latest version available from the manufacturer. You also can download some browsers for free over the Internet. When submitting information, look for the "lock" icon on the browser's status bar to be sure your information is secure during transmission.
- Try not to store financial information on your laptop unless absolutely necessary. If you do, use a strong password – a combination of letters (upper and lower case), numbers and symbols. Don't use an automatic log-in feature which saves your user name and password so you don't have to enter them each time you log-in or enter a site. And always log off when you're finished. That way, if your laptop gets stolen, it's harder for the thief to access your personal information.
- Before you dispose of a computer, delete personal information. Deleting files using the keyboard or mouse commands may not be enough because the files may stay on the computer's hard drive, where they may be easily retrieved. Use a "wipe" utility program to overwrite the entire hard drive. It makes the files unrecoverable.
- Look for website privacy policies. They answer questions about maintaining accuracy, access, security, and control of personal information collected by the site, as well as how information will be used, and whether it will be provided to third parties. If you don't see a privacy policy, consider surfing elsewhere.

IF YOU'VE BEEN A VICTIM OF IDENTITY THEFT

Call the Federal Trade Commission's Identity Theft Hotline toll-free at 1-877-IDTHEFT (438-4338). Counselors will take your complaint and advise you on how to deal with the credit-related problems that could result. In addition, the FTC, in conjunction with banks, credit grantors and consumer advocates, has developed the ID Theft Affidavit to help victims of ID theft restore their good names. The ID Theft Affidavit, a form that can be used to report information to many organizations, simplifies the process of disputing charges with companies where a new account was opened in your name. For a copy of the ID Theft Affidavit, see page 29 or visit the ID Theft Website at www.consumer.gov/idtheft.

Being a member of Eastern Utah Community Credit Union has many advantages including great rates, low fees and outstanding services that only members can enjoy. We know your time is precious and you don't want to spend a lot of time moving your accounts to EUCCU.

No Problem!

We'll provide you with the information, forms and assistance you need so that you can quickly begin to enjoy all the benefits of credit union membership, including:

- Free Checking
- Savings and Certificate Accounts
- Money Market Accounts
- Internet Banking and Online Statements
- Internet Bill Payer and Loan Applications
- Mobile Banking and Mobile Deposit Capture
- 24-hour Telephone Account Access
- Mortgage and Home Equity Loans
- Auto, RV and Personal Loans
- Visa Credit and Debit Cards
- Safe Deposit Boxes
- ATMs and Night Depositories
- ... and much more!

It's as easy as 1-2-3

1. **OPEN** *your new accounts.*

Let one of our Member Service Representatives help you open new accounts tailored to meet your financial needs. Once your accounts are open, we can begin the process of switching your automatic transactions and closing your old accounts.

2. **SWITCH** *your automatic transactions.*

A Member Service Representative can provide you with the forms and help you need to contact any companies or financial institutions with which you have arranged automatic deposits or withdrawals. Some examples of institutions you may need to contact are listed below:

Automatic Deposits

- Your employers human resource or payroll department
- The company handling your retirement or pension payments.
- Social Security Administration

Automatic Withdrawals

- Your mortgage company
- Homeowner's insurance
- Auto insurance
- Life insurance
- Utility companies

Make sure you allow enough time for any requests to be processed and your automatic transactions to be switched before closing your old accounts.

3. **CLOSE** *your old accounts.*

Make sure you leave a large enough balance and allow enough time for any outstanding transactions to clear your old accounts. Once you are sure everything has cleared and that your automatic transactions have been switched, you can withdraw the remaining balance and deposit it into your account at EUCCU. Be sure to destroy your old checks, deposit slips and debit cards. You can use the Account Closure Request form included with this brochure to close your account and request a transfer of any remaining balance to your account at EUCCU.

YOU'RE DONE. WELCOME TO EASTERN UTAH COMMUNITY CREDIT UNION!

Routing Number

324377817

Provide this number and your EUCCU account number to your employer when signing up for payroll deduction or direct deposit. This number should also be used when signing up for automatic withdrawals.

Website

<https://www.euccu.com>

Visit our website for more information about Eastern Utah Community Credit Union and to access our online services.

Our Audio Response Teller provides you with convenient, 24-hour access to your Eastern Utah Community Credit Union account every day of the year.

Operating Guide—Using a touch tone telephone, dial (435) 636-0588 or (866) 693-3200 (toll-free). Once your telephone connects to the Audio Response system you will hear: "Hello, thank you for calling your Credit Union Audio Response Line."

First time use of the Audio response Line requires you to enter the primary account holder's social security number followed by a four-digit number (PIN) of your choice. You choose the four numbers, then be sure to memorize it because you will need it each time you access the Audio Response Line.

Account suffixes are subaccount numbers that allow you to have multiple accounts. For example, your main savings account will always be a suffix 01 and your checking account will always be a suffix 02. Overdraft protection is a suffix 20. You may have other accounts set aside for Christmas, taxes, etc., and they will each have their own unique suffix number. Loan suffixes are given at the time the loan is opened. Check with the Credit Union to be sure of the suffix numbers you have been assigned. You will be given several menu options on the Audio Response System

1 Account Balance/Transaction History

- 1 - Current account balances
- 2 - History of deposits
- 3 - History of withdrawals (including debit card purchases)
- 4 - Dividends & interest totals YTD
- 5 - Cleared drafts**
- 6 - List of all active loans
- 7 - Complete history of all account transactions

**Drafts that clear electronically will not be listed under option 5.
Please use option 3 to hear drafts clearing electronically as ACHs.

2 Fund Transfers & Check Withdrawals

- 1 - Perform fund transfers
- 2 - Request check withdrawals

3 Calculate a Loan Payment

4 Access Special Services

- 1 - Change PIN number
- 2 - Change to a new account number
- 3 - List of all active loans
- 4 - Stop payment request

5 Current Dividend & Interest Rates

- 1 - Current share account rate
- 2 - Current certificate rates
- 3 - Current loan rates

6 Enter a Loan Application

9 Help Information

Repeat Menu

*** Return to Main Menu**

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	<p>Visa Extra Awards Introductory APR for six months from issuance of the card.</p> <p>After that, your APR will be _____ . This APR will vary with the market based on the Prime Rate.</p> <p>Visa Premier Introductory APR for six months from issuance of the card.</p> <p>After that, your APR will be _____ . This APR will vary with the market based on the Prime Rate.</p>
APR for Balance Transfers	<p>Visa Extra Awards Introductory APR for six months from issuance of the card.</p> <p>After that, your APR will be _____ . This APR will vary with the market based on the Prime Rate.</p> <p>Visa Premier Introductory APR for six months from issuance of the card.</p> <p>After that, your APR will be _____ . This APR will vary with the market based on the Prime Rate.</p>
APR for Cash Advances	<p>Visa Extra Awards Introductory APR for six months from issuance of the card.</p> <p>After that, your APR will be _____ . This APR will vary with the market based on the Prime Rate.</p> <p>Visa Premier Introductory APR for six months from issuance of the card.</p> <p>After that, your APR will be _____ . This APR will vary with the market based on the Prime Rate.</p>
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00 .
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore.
Fees	
Annual Fee - Annual Fee	None

Transaction Fees - Balance Transfer Fee - Cash Advance Fee - Foreign Transaction Fee	1.00% of the amount of each balance transfer 2.00% of the amount of each cash advance 2.00% of each multiple currency transaction in U.S. dollars 1.00% of each single currency transaction in U.S. dollars
Penalty Fees - Late Payment Fee - Over-the-Credit Limit Fee - Returned Payment Fee	Up to \$25.00 None Up to \$25.00

How We Will Calculate Your Balance:

We use a method called "average daily balance (including new purchases)."

Promotional Period for Introductory APR:

The Introductory APR for purchases and balance transfers will apply to transactions posted to your account during the first six months following the opening of your account. Any existing balances on Eastern Utah Community Federal Credit Union loan or credit card accounts are not eligible for the Introductory APR for balance transfers.

The Introductory APR for cash advances will apply to transactions posted to your account during the first six months following issuance of your card.

Minimum Interest Charge:

The minimum interest charge will be charged on any dollar amount.

Effective Date:

The information about the costs of the card described in this application is accurate as of:

This information may have changed after that date. To find out what may have changed, contact the Credit Union.

For California Borrowers, the Visa Extra Awards and Visa Premier are secured credit cards. Credit extended under this credit card account is secured by various personal property and money including, but not limited to: (a) any goods you purchase with this account, (b) any shares you specifically pledge as collateral for this account on a separate Pledge of Shares, (c) all shares you have in any individual or joint account with the Credit Union excluding shares in an Individual Retirement Account or in any other account that would lose special tax treatment under state or federal law, and (d) collateral securing other loans you have with the Credit Union excluding dwellings. Notwithstanding the foregoing, you acknowledge and agree that during any periods when you are a covered borrower under the Military Lending Act your credit card will be secured by any specific Pledge of Shares you grant us but will not be secured by all shares you have in any individual or joint account with the Credit Union. For clarity, you will not be deemed a covered borrower if: (i) you establish your credit card account when you are not a covered borrower; or (ii) you cease to be a covered borrower.

Other Fees & Disclosures:

Late Payment Fee:

\$25.00 or the amount of the required minimum payment, whichever is less, if you are one or more days late in making a payment.

Balance Transfer Fee (Finance Charge):

1.00% of each balance transfer.

Cash Advance Fee (Finance Charge):

2.00% of each cash advance.

Returned Payment Fee:

\$25.00 or the amount of the required minimum payment, whichever is less.

Card Replacement Fee:

\$10.00.

Document Copy Fee:

\$15.00.

Emergency Card Replacement Fee:
\$10.00.

PIN Replacement Fee:
\$5.00.

Rush Fee:
\$50.00.