Membership & Account Agreement

CONSUMER

P.O. BOX 1128
TOPEKA, KANSAS 66601-1128
800-432-2470
AZURACU.COM

AZURA® credit union

©2023 TruStage

01502992-22861-C-1-040825 (293573)-e

MEMBERSHIP AND ACCOUNT AGREEMENT
CONSUMER

This Membership and Account Agreement (the "Agreement"), along with any other documents We give You pertaining to Your Account(s), is a contract that establishes rules which covers Your rights and responsibilities concerning Your Accounts and the rights and responsibilities of Azura Credit Union (the "Credit Union"). Please read this carefully and retain it for future reference. In this Agreement, the words "You," "Your," and "Yours" mean anyone who signs an Account card ("Account Card") or any other Account opening document, or for whom membership and/or service requests are approved through the Credit Union's online application and authentication process. The words "We," "Us," and "Our" mean the Credit Union. The word "Account" means any one or more share or deposit Accounts You have with the Credit Union.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH COVERS ANY DISPUTE OR MATTER ARISING UNDER THIS AGREEMENT.

Your Account type(s) and ownership features are designated by You on Your Account Card or through the Credit Union's online application and authentication process. By signing an Account Card or authenticating Your request, each of You, jointly and severally, agree to the terms and conditions in this Agreement, and any Account Card, Deposit Hold Notice/Funds Availability Policy Disclosure, Truth-in-Savings Disclosure, Electronic Fund Transfers Agreement and Disclosure, Privacy Disclosure, Overdraft Policy, Fee Schedule, Account Receipt or Expulsion Policy accompanying this Agreement, the Credit Union Bylaws or Code of Regulations (Bylaws), Credit Union policies, and any amendments, including additions, deletions, or other changes, made to these documents from time to time that collectively govern Your membership, Accounts and services.

1. MEMBERSHIP ELIGIBILITY - To join the Credit Union, You must meet the membership requirements, including purchase and maintenance of the minimum required share(s) (hereinafter "Membership Share") and/or paying a membership fee as set forth in the Credit Union's Bylaws. You authorize Us to check Your Account, credit, and employment history, and obtain reports from third parties, including credit and consumer reporting agencies, to verify Your eligibility for the Accounts, loans, and services You request and for other Accounts, products, or services We may offer You or for which You may qualify. You also authorize Us to use and rely upon information obtained by any third party, including any credit reports from credit reporting agencies obtained by any third party, wage and employment information, and other personal or financial information collected or obtained by any other third party. Included within the scope of this authorization is the Credit Union's right to use this information to offer other Credit Union Accounts, loans, products, or services the Credit Union may offer to You or for which You may qualify. Further, from time-to-time, We may need You to furnish additional information about You or about activities associated with Your Accounts, products, or services used by You to ensure that such activity is permissible and in compliance with Federal, State, and local laws and regulations. Your failure to timely furnish this information when We request it may result in the suspension or termination of Your Accounts, products, and services and the termination of Your membership with the Us.

We may terminate Your membership and close and terminate Your Accounts, products, and services with Us if You attempt to repudiate any obligations that You owe to the Credit Union or if You take the position that You, for whatever reason, are not subject to State or Federal laws or State or Federal jurisdiction, or if You attempt any assignment of any of Your Accounts, products, and services that We do not authorize. The termination of Your membership and the closure of Your Accounts, products or services, does not relieve You of Your obligations under any such agreements or loan documents that You have previously executed.

2. IDENTIFICATION PROGRAMS - To help the government fight the funding of terrorism and money laundering activities, as Well as to protect You from identity theft, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person, and all signatory individuals who open an Account. This means that We will require You to provide, and We will verify, certain information about You when opening an Account, in accordance with the requirements of the USA Patriot Act and the Bank Secrecy Act. Failure to furnish a correct TIN, EIN, or meet other requirements may result in backup withholding.

What this means for You: When You open an Account, We will ask for Your name, address, date of birth, if applicable, and other information that will allow Us to identify You. We may also ask to see Your driver's license or other identifying documents.

3. TYPES OF ACCOUNTS - Below is a description of the various types of Accounts that We may offer to You:

a. Individual Accounts. An individual Account is an Account owned by one member who has qualified for credit union membership. If the Account owner dies, the interest passes, subject to applicable law, to the Account owner's estate or Payable on Death (POD) beneficiary/payee or trust 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, any security interest or pledge granted by the Account owner, and Our statutory lien rights.

b. Joint Accounts. A joint Account is an Account owned by two or more persons.

(1) Rights of Survivorship. Unless otherwise stated on the Account Card or documented through the Credit Union's online application and authentication process, a joint Account includes rights of survivorship. This means that when one owner dies, all sums in the Account will pass to the surviving owner(s). For a joint Account without rights of survivorship, the deceased owner's interest passes to his or her estate. A surviving owner's interest is subject to the Credit Union's statutory lien for the deceased owner's obligations and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

(2) Control of Joint Accounts. Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other Account matters. Each owner guarantees the signature or authenticated request of any other owner(s). Any owner may withdraw or transfer funds, pledge to us all or any part of the shares, or stop payment on items without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an Account. If We receive written notice of a dispute between owners or inconsistent instructions from them, We may suspend or terminate the Account and require a court order or written consent from all owners in order to act.

(3) Joint Account Owner Liability. If an item deposited in a joint Account is returned unpaid, a joint Account is overdrawn, or if We do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for any returned item, overdraft, or unpaid amount and

©TruStage Compliance Solutions 1993, 95, 96, 99, 2000, 03-07, 09, 2010, 13, 19, 2023, 25

01502292-D1000-C-1-040825 (D1000I-E)

for any related fees and charges, regardless of who initiated or benefited from the transaction. If any Account owner is indebted to us, We may enforce Our rights against any Account of the indebted owner, including all funds in the joint Account, regardless of who contributed the funds.

c. Accounts for Minors. If an Account is established for a minor as a joint Account with an owner who has reached the age of majority in accordance with state law, they are jointly and severally liable to us for any returned item, overdraft, or unpaid amount on such Account and for any related fees and charges. We may pay funds directly to the minor regardless of their age. Unless a parent or guardian is an Account owner, the parent or guardian shall not have any access rights to the Account. We have no duty to inquire about the use or purpose of any transaction except as required by applicable law. We may not change the Account status when the minor reaches the age of majority unless the change is authorized in writing by all Account owners.

d. Uniform Transfers to Minors Account. A Uniform Transfers to Minors Account (UTMA) is an individual Account created by a custodian who deposits funds as an irrevocable gift to a minor. The minor to whom the gift is made is the beneficiary of the custodial property in the Account. 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 authorized to make deposits, withdrawals, or close the Account. We have no duty to inquire about the use or purpose of any transaction except as required by applicable law. If the custodian dies, We may suspend the Account until We receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawals. The Account will terminate and be distributed in accordance with applicable law.

e. Agency, Trust, or Other Custodial Accounts. An agency designation on an Account is an instruction to us that the owner authorizes another person to make transactions as agent for the Account owner regarding the Accounts designated. An agent has no ownership interest in the Account(s) or credit union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent except as required by applicable law. Your appointment of any type of agency designation remains in place until We receive written notification from You of a change of Your agency designation.

f. Fiduciary Accounts. We allow an Account to be opened by an individual that has been appointed in a fiduciary capacity as a trustee of a trust, executor or administrator of an estate, or conservator of a court ordered conservatorship; provided, however, that any unapproved actions or misuse of funds by such fiduciary are not Our responsibility, and We shall never be liable for the reviewing, monitoring, or enforcing of any of the governing documents or instruments setting forth the duties and obligations of such fiduciary.

g. Commercial or Business Accounts. Commercial or Business Accounts are governed by the business Account agreement.

h. Payable on Death (POD)/Trust Account Designations. A Payable on Death ("POD") beneficiary designation is an instruction to Us that a individual or joint Account so designated is payable to the owner(s) during their lifetimes and, when the last Account owner dies, is payable to any named, surviving POD beneficiary(s). If You designate more than one POD beneficiary on the Account, upon the death of the last Account owner, each beneficiary will entitled to his or her (or its) percentage or fractional share of the funds in the Account in accordance with the most recent POD beneficiary designation for the Account, or if no percentage or fractional share was provided for the POD beneficiaries on the most recent POD beneficiary designation for the Account, then each POD beneficiary will be entitled to his or her (or its) equal share of the funds in the Account, which will be determined by dividing the amount of the funds in the Account by the number of POD beneficiaries on the Account.

If a POD beneficiary on the Account dies before the death of the last Account owner, such predeceased POD beneficiary's interest shall lapse (which means no share shall be created for such predeceased beneficiary(s)) and instead such share which otherwise would have been created for a predeceased POD beneficiary(s) will be divided proportionately among the surviving named beneficiary(s) in accordance with the percentage or fraction share designated on the most recent POD beneficiary designation (for example, if You designate person A to receive 60%, person B to receive 30%, and person C to receive 10% of an Account; and person A predeceases You, then the Account will be distributed 75% to person B and 25% to person C). If no percentage or fractional share was provided for the POD beneficiary(s) on the most recent POD beneficiary designation for the Account, then such share which otherwise would have been created for a predeceased POD beneficiary(s) will be divided equally among the surviving named POD beneficiary(s). A named POD beneficiary who fails to survive the last Account owner on the Account by one hundred twenty (120) hours is deemed to have predeceased the last Account owner on the Account for purposes of a POD beneficiary designation on Your Account(s).

If no designated POD beneficiary survives the last Account owner, upon the death of the last Account owner, the funds in the Account will belong to the estate of the last Account owner and can be claimed by the legal representative or claimant (generally a creditor) subject to the terms of this Agreement.

Any POD beneficiary designation shall not apply to individual retirement Accounts ("IRA"s) or health savings Accounts ("HSA"s), which Accounts are governed by a separate Account agreement and beneficiary designation. We are not obligated to notify any beneficiary of the existence of any Account or the vesting of the beneficiary interest in any Account, except as otherwise provided by law. Any owner may change any beneficiary designation upon written notice to us, on a form approved by us.

If, after an Account owner makes a POD beneficiary designation, the Account owner's marriage is dissolved or annulled, any provision of the beneficiary designation in favor of the Account owner's former spouse or a relative of the former spouse, who is not also a relative of the Account owner (e.g. children of the former spouse and Account owner), is revoked on the date the marriage is dissolved or annulled, whether or not the beneficiary designation refers to marital status. The beneficiary designation shall be given effect as if the former spouse or relative of the former spouse, who is not also a relative of the Account owner, predeceased the Account owner.

You understand that it is Your responsibility (and not Ours) to inform any person or organization that he, she or it is a POD beneficiary on Your Account(s). If a POD beneficiary on the Account dies before the last Account owner, it is Your responsibility to notify us and change the POD beneficiary designation for the Account accordingly. To assure that We carry out Your wishes, if We need to seek legal or other professional advice to review any documentation provided by a POD beneficiary's representative or claimant that affects Your Account, You agree that We may deduct all costs and expenses, including reasonable attorney fees, incurred for the review of that documentation from Your Account.

4. RIGHTS AT DEATH - Upon the death of any Account holder and regardless of any POD beneficiary designation or transfer on death by operation of law, We may require proper documentary evidence satisfactory to Us before We determine the proper treatment of funds and before We release funds to any claiming party. Any payment of funds upon death of any Account holder is subject to Our lien and security interest.

a. Individual Account Without Payable on Death Designation. Upon Your death, the funds in the Account will belong to Your estate and can be claimed by Your legal representative or Claimant subject to the terms of this Agreement. You understand that it is Your responsibility (and not Ours) to inform Your legal representative(s) about Your Account(s) with Us.

b. Individual Account With Payable on Death Designation. Upon Your death, the POD beneficiary(s) will be entitled to the funds in the Account (subject to the terms of this Agreement) upon proof of Your death and the POD beneficiary's identification.

c. Joint Account Without Payable on Death Designation. When one owner of a joint Account dies, his or her interest in the Account and the funds in the Account are owned by the surviving owner or owners of the Account, subject to the terms of this Agreement. Upon the death of the last

owner of the Account, the funds in the Account belong to the last owner's estate and can be claimed by that owner's legal representative or claimant subject to the terms of this Agreement. You understand that it is Your responsibility (and not Ours) to inform Your legal representative(s) about Your Account(s) with Us.

d. Joint Account With Payable on Death Designations. When one owner of a joint Account dies, his or her interest in the Account and the funds in the Account are owned by the surviving owner or owners of the Account, subject to the terms of this Agreement. Upon the death of the last Account owner, the POD beneficiary(s) will be entitled to the funds in the Account (subject to the terms of this Agreement) upon proof of death and the POD beneficiary's identification.

5. LIABILITY -

a. Each of You also agrees to be jointly and severally (individually) liable for any Account shortage resulting from charges or overdrafts, whether caused by You or another with access to this Account. You will be liable for Our costs as Well as for Our reasonable attorneys' fees, to the extent permitted by law, and such costs and fees may be deducted from Your Account without notice to You.

b. You will be liable for any fees or penalties assessed by the IRS against the Credit Union for failure to provide Your proper and/or accurate information regarding Your legal name, TIN, EIN, and/or SSN.

6. ACCOUNT ACCESS -

a. Authorized Signature. Your signature on the Account Card, or authentication and approval of Your Account, authorizes Your Account access. We will not be liable for refusing to honor any item or instruction if We believe the signature is not genuine. You authorize Us to honor transactions initiated by a third person to whom You have given Your Account information, even if You do not authorize a particular transaction.

b. Facsimile Signatures. Should You use facsimile signatures, You give Us authority to honor Your instructions regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with Us and contain the required number of signatures for this purpose.

c. Access Options. You may access Your Account(s) in any manner We permit including, for example, in person at one of Our branch offices, at an Automated Teller Machine ("ATM")/Interactive Teller Machine ("ITM") or point-of-sale device, or by mail, telephone, automatic transfer, internet access or mobile application. We may return as unpaid any check or draft drawn on a form We do not provide, and You are responsible for any losses, expenses or fees We incur as a result of handling such a check or draft. We have the right to review and approve any form of power of attorney and may restrict Account withdrawals or transfers. We may refuse to honor a power of attorney if Our refusal is conducted in accordance with applicable State law.

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

7. 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 in the Truth-in-Savings Disclosure. Deposits made by mail, at night depositories, or at unstaffed facilities are not Our responsibility until We receive them. We reserve the right to refuse or to return any deposit.

a. Deposits. Funds may be deposited to any Account, in any manner approved by the Credit Union in accordance with the requirements set forth in the Truth-in-Savings Disclosure including, but not limited to, in person, by mail, by electronic transfer, direct deposit, mobile deposit, Remote Deposit, or any other method made available, such as by night deposit box or ATM/ITM. We have the right to refuse any deposit if in Our discretion the check, draft or other item appears forged, altered, fictitious, or otherwise shows any indicia of fraud or illegitimacy. All transactions are subject to Our Deposit Hold Notice/Funds Availability Policy Disclosure, Overdraft Policy and related applicable laws. We are not responsible for transactions by mail or outside depository until We actually record them.

b. Endorsements. We may 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, one or more Account owners even if they are not endorsed by all payees. You authorize Us to supply missing endorsements of any owners if We choose. If a check, draft, or item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, We may process the check, draft, or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement, We may require endorsement as set forth on the item. Endorsements must be made on the back of the check or draft within $1\frac{1}{2}$ inches of the top edge, although We may accept endorsements outside this space. However, any loss We incur from a delay or processing error resulting from an irregular endorsement or other markings by You or any prior endorser will be Your responsibility. You agree to reimburse Us for any loss or expense We incur resulting from an irregular endorsement or other markings by You or any prior endorser. If We offer a remote deposit capture service and You have been approved to use the service to make deposits to Your Account, You agree that, prior to transmitting check or draft images, You will restrictively endorse each original check or draft in accordance with any other agreement with Us that governs this service.

c. Collection of Items. We act only as Your agent and We are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the loss of an item in transit or the negligence of any correspondent. Each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items We purchase or receive for credit or collection to Your Account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any midnight deadline limits.

d. Restrictive Legends. Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include "two signatures required," "void after 60 days," and "not valid over $500.00." We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless We have specifically agreed in writing to the restriction or limitation.

e. Final Payment. All checks, drafts, automated clearing house (ACH) transfers or other items credited to Your Account are provisional until We receive final payment. If final payment is not received, We may charge Your Account for the amount of such items and impose a returned item fee on Your Account. Any collection fees We incur may be charged to Your Account. We reserve the right to refuse or return any item or funds transfer.

f. Direct Deposits. We may offer direct deposit services, including preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other Accounts. You must authorize direct deposits or preauthorized transfers by completing a separate authorization document. You must notify Us if You wish to cancel or change a direct deposit or preauthorized transfer. Any cancellation or change will become effective once We receive notice from You and have a reasonable period of time to act on Your request. If Your Account is overdrawn, You authorize Us to deduct the amount Your Account is overdrawn from any deposit, including deposits of government payments or benefits. If We are required to reimburse the U.S. Government for any benefit payment directly deposited into Your Account, We may

deduct the amount of Our liability to the Federal government returned from any of Your Accounts, without prior notice and at any time, unless prohibited by law. We may also use any other legal remedy to recover the amount of Our liability from the Account or from any other Account You have with Us, without prior notice and at any time, except as prohibited by law.

g. Crediting of Deposits. Deposits will be credited to Your Account on the day We consider them received as stated in Our Funds Availability Policy Disclosure.

8. FUNDS TRANSFERS - Funds transfers We permit that are subject to Article 4A of the Uniform Commercial Code (UCC), such as wire transfers, will be subject to such provisions of the UCC as enacted by the State where the main office of the Credit Union is located, except as otherwise provided in this Agreement. ACH transfers are subject to and You agree to be bound by Nacha Operating Rules. We may execute certain requests for funds transfer by Fedwire which are subject to the Federal Reserve Board's Regulation J.

a. Authorization for Transfers/Debiting of Accounts. You may make or order funds transfer to or from Your Account. We will debit Your Account for the amount of a funds transfer from Your Account and will charge Your Account for any fees related to the transfer.

b. Right to Refuse to Make Transfers/Limitation of Liability. Unless We agree otherwise in writing, We reserve the right to refuse to execute any payment order to transfer funds to or from Your Account. We are not obligated to execute any payment order to transfer funds out of Your Account if the amount of the requested transfer plus applicable fees exceeds the Available Balance (as defined in Section 13i below) in Your Account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond Our control including mechanical, electronic or equipment failure. In addition, We will not be liable for consequential, special, punitive or indirect loss or damage You may incur in connection with funds transfer to or from Your Account.

c. No Notice Required. We will not provide You with notice when funds transfer are credited to Your Account. You will receive notice of such credits on Your Account statements. You may contact Us to determine whether a payment has been received.

d. Interest Payments. If We fail to properly execute a payment order and such action results in a delay in payment to You, We will pay You dividends or interest, whichever applies to Your Account, for the period of delay as required by applicable law. You agree that the dividend or interest rate paid to You will be based on the lowest nominal dividend or interest rate We Were paying on any of Our accounts during that period.

e. Provisional Credit for ACH Transactions. We may provisionally credit Your Account for an ACH transfer before We receive final settlement. If We do not receive final settlement, We may reverse the provisional credit or require You to refund us the amount provisionally credited to Your Account, and the party originating the transfer will not be considered to have paid You.

f. Payment Order Processing and Cut-off Times. Payment orders We accept will be executed within a reasonable time of receipt. Unless We have agreed otherwise in writing, a payment order may not necessarily be executed on the date it is received or on a particular date You specify. Cut-off times may apply to the receipt, execution and processing of funds transfer, payment orders, cancellations, and amendments. Funds transfer, payment orders, cancellations, and amendments received after a cut-off time may be treated as having been received on the next funds transfer business day. Information about any cut-off times is available upon request. From time to time, We may need to temporarily suspend processing of a transaction for greater scrutiny or verification in accordance with applicable law. This action may affect settlement or availability of the transaction.

g. Identifying Information. If Your payment order identifies the recipient and any financial institution by name and Account or other identifying number, the Credit Union and any other financial institutions facilitating the transfer may rely strictly on the Account or other identifying number, even if the number identifies a different person or financial institution.

h. Amendments and Cancellations of Payment Orders. Any Account owner may amend or cancel a payment order regardless of whether that person initiated the order. We may refuse requests to amend or cancel a payment order that We believe will expose the Credit Union to liability or loss. Any request to amend or cancel a payment order that We accept will be processed within a reasonable time after it is received. You agree to hold Us harmless from and indemnify Us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order.

i. Security Procedures. We may require You to follow a security procedure to execute, amend or cancel a payment order so that We may verify the authenticity of the order, amendment or cancellation. You agree that the security procedure established by separate agreement between You and the Credit Union is commercially reasonable. If You refuse to follow a commercially reasonable security procedure that We offer, You agree to be bound by any payment order, whether authorized or not, that is issued in Your name and accepted by Us in good faith in accordance with the security procedure You choose. Even if You enroll in on-line banking or bill pay or Our electronic document delivery service, We may from time to time require certain transactions to be made in-person or We may require verification or authentication of Your identity for security purposes before a transaction or other business with Us may be initiated, processed, or completed. You agree and understand that this is for the protection of Us and You and is intended to safeguard Your personal information and all funds held in or by the Credit Union, and to help prevent identity theft and bank fraud. You agree that We will not be liable for any delay in, or prevention of, any transaction or business conducted by You due to these security measures.

j. Duty to Report Unauthorized or Erroneous Funds Transfer. You must exercise ordinary care to identify and report unauthorized or erroneous funds transfer on Your Account. You agree that You will review Your Account(s) and periodic statement(s). You further agree You will notify us of any unauthorized or erroneous transfers within the time frames described in the "Statements" section of this Agreement.

k. Recording Telephone Requests. You agree that We may record payment order, amendment and cancellation requests as permitted by applicable law.

l. Remittance Transfers. A "remittance transfer" is an electronic transfer of funds of more than $15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. If We act as a remittance transfer provider and conduct a remittance transfer(s) on Your behalf, the transaction(s) will be governed by 12 C.F.R. part 1005, subpart B - Requirements for remittance transfers. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to You at the time such services are requested and rendered in accordance with applicable law.

9. TRANSACTION LIMITATIONS

a. Withdrawal Restrictions. We will pay checks or drafts, permit withdrawals, and make transfers from the Available Balance in Your Account. The availability of funds in Your Account may be delayed as described in Our Deposit Hold Notice/Funds Availability Policy Disclosure. We may also pay checks or drafts, permit withdrawals, and make transfers when You have an insufficient Available Balance in Your Account if You have established an overdraft protection plan or, if You do not have such a plan with us, in accordance with Our Overdraft Policy.

We may refuse to allow a withdrawal in some situations and will advise You accordingly if, for example: (1) there is a dispute between Account owners (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the Account

secures any obligation to us; (4) required documentation has not been presented; (5) You fail to repay a Credit Union loan on time; or (6) We deem it necessary for any other reason allowed by applicable law. We may require You to give written notice of 7 to 60 days before any intended withdrawals.

b. Transfer Limitations. We may limit the dollar amount or the number of transfers from Your Account. Please consult Your Truth-in-Savings Disclosure or Your Electronic Fund Transfers Agreement and Disclosure.

10. TELEPHONE TRANSFERS - Telephone transfers between two accounts owned by the same member may occur but are subject to the limitations set forth in Section 9 above.

11. ACCOUNT RATES AND FEES - We pay account earnings and assess fees against Your Account as set forth in the Truth-in-Savings Disclosure and Fee Schedule. We may change the Truth-in-Savings Disclosure or Fee Schedule at any time and will notify You as required by law.

12. ADDITIONAL ACCOUNTS -

a. Savings, Checking, and Money Market Savings Accounts. In addition to Your primary Membership Share, You may be eligible to open and close one or more additional share or savings accounts, checking accounts, or money market savings account.

b. Certificate Accounts. Any term share, share certificate, time deposit or certificate of deposit account ("Certificate Account"), whichever We offer as allowed by applicable Federal or State law, is subject to the terms of this Agreement, the Truth-in-Savings Disclosure, the Account Receipt for each Account, and any other documents We provide for the Account, the terms of which are incorporated herein by reference.

13. OVERDRAFTS - An "overdraft" occurs if, on any day, the Available Balance (as defined in Section 13(i) below) in Your consumer checking Account is not sufficient to pay the full amount of a check, draft, transaction, or other item, plus any applicable fee that is posted to Your Account. We understand that unexpected overdrafts occur from time to time. We offer a variety of Overdraft Protection Plans that can help. The choice is Yours. Consider these ways to cover overdrafts.

a. Overdraft Protection Plan Options. To qualify for the following Overdraft Protection Plan Options, You must meet the Overdraft Eligibility Requirements in Section 13 b. below.

(1) Overdraft Privilege.

- This program is available for Carefree Checking, Above Checking, and Beyond Checking.
- The transactions covered by Overdraft Privilege include checks, ACH automated debit, and Bill Pay.
- The overdraft fee for this option is specified in Our Fee Schedule.

(2) Debit Card Overdraft Privilege. As detailed in this Agreement, these services are only available to members who have opted in. Call Us at 800-432-2470 or stop by a branch to sign up or apply for these services or mail in a signed consent form to 610 SW 10th Ave., Topeka, KS 66612.

- This option is available for Carefree Checking, Above Checking, and Beyond Checking.
- The transactions covered by Debit Card Overdraft Privilege include one-time debit card transactions and ATM/ITM transactions. As detailed in this Agreement, We will not pay one-time (non-recurring) debit card transactions or ATM/ITM transactions resulting in an overdraft on Your consumer checking Account unless You have opted in to Debit Card Overdraft Privilege. If You do so, You will be charged a fee for each overdraft We pay resulting from a one-time debit card transaction.
- The overdraft fees for this option is specified in Our Fee Schedule.

(3) Overdraft Path. Overdraft Path is subject to credit approval for linked lines of credit ("Line of Credit").

- This option is available for Carefree Checking, Above Checking, and Beyond Checking. You are automatically eligible to have this service on Your Account when You open any of these accounts.
- The transactions covered by Overdraft Path include checks, ACH automated debit, Bill Pay, ATM/ITM transactions, and debit card transactions of any type.

There is no transfer fee for transfers from a linked Line of Credit, but interest will accrue on any amounts transferred from any associated Line of Credit. Transfers are subject to remaining available Line of Credit and/or funds available in transferring Account.

The Overdraft Privilege and Debit Card Overdraft Privilege programs allow You to overdraw Your consumer checking Account up to a disclosed limit for a fee in order for Us to pay a transaction. Even if You have Overdraft Path, the Overdraft Privilege or Debit Card Overdraft Privilege programs are still available as secondary coverage if the other protection is exhausted. If You have enrolled in Overdraft Privilege and You meet the eligibility requirements, Overdraft Privilege protection will automatically be added to Your Account as follows:

- If Your Account has been open for at least 60 days and You meet the eligibility requirements, You will receive Overdraft Privilege coverage for items that result in overdrafts of up to $800.00; and
- You may elect to have maximum Overdraft Privilege coverage of less than (but not more than) $800.00. If You wish to decrease Your maximum coverage amount, please call Us at 800-432-2470 or stop by a branch.

The maximum coverage amounts described above apply cumulatively to Overdraft Privilege and Debit Card Overdraft Privilege plans. There is not a separate maximum coverage amount for each plan. When You are charged a fee for the payment of an overdraft, as described below, that fee is subtracted from Your coverage limit in addition to the amount of the transaction resulting in the overdraft. The maximum coverage amounts are the only limitation on Your ability to overdraw Your Account with the Overdraft Privilege and Debit Card Overdraft Privilege plans. There is no separate limitation on the number of overdraft transactions We will pay in any one day under these plans.

The Overdraft Path program described above may help prevent overdrafts by automatically transferring funds to Your consumer checking Account from another checking, savings, or money market Account or a Line of Credit You have at the Credit Union. Please note that any Lines of Credit are subject to credit approval. These services may cost less than Overdraft Privilege or Debit Card Overdraft Privilege.

b. Overdraft Eligibility Requirements. Overdraft Privilege, Debit Card Overdraft Privilege, and Overdraft Path programs are available on consumer checking accounts that are in good standing. The Overdraft Policy set forth herein does not apply to business checking accounts, which are subject to their own separate account terms. To be in good standing requires at a minimum:

(1) The primary Account holder is at least 18 years old;
(2) Your Account has been open for at least 60 days;
(3) You have made deposits to Your Account of at least $1,000.00 in the last 35 days;

(4) Your Account has not had a negative balance for more than 30 consecutive days;
(5) You do not have any other loan or other obligation to the Credit Union that is delinquent by more than 30 days;
(6) You have not had any obligation charged-off by the Credit Union; and
(7) You are not the subject of any legal or administrative order or levy, such as a bankruptcy or a tax lien.

c. Payment of Overdrafts.

(1) If a check, draft, transaction, or other item results in an overdraft of Your available Account balance, We may return the item or pay it, in accordance with Our Overdraft Policy. Our determination of an insufficient available account balance may be made at any time between presentation and Our midnight deadline with only one review of the Account required. We do not have to notify You if Your Account does not have sufficient available funds in order to pay or return an item. Your Account may be subject to a charge for each item regardless of whether We pay or return the item. You may also incur multiple returned item fees for the same presented check, draft or item. For additional information see paragraph (j) concerning Dishonoring and Returning Checks, Drafts or Items.

(2) Our Overdraft Privilege program and Overdraft Path program allows Us to authorize payment for the following types of transactions regardless of whether Your consumer checking Account has sufficient funds:

- Checks and other transactions made using Your consumer checking Account, except as otherwise described below;
- Automatic bill payments;
- ACH Automated Debit transactions;
- ATM/ITM Transactions (Overdraft Path Only); and
- Debit card transactions of any type (Overdraft Path Only).

If You have established an Overdraft Path service linking Your consumer checking Account with other individual or joint Accounts, You authorize Us to transfer funds from other Accounts of Yours to cover an insufficient item, including transfers from a deposit account, a Line of Credit, or other Accounts You so designate. If You have a primary share savings Account with Us, We will automatically transfer funds from that Account first to cover overdrafts unless You instruct Us to transfer funds from a different Account. If You elect to have multiple Accounts linked to the Overdraft Path program, You may prioritize the order in which We will transfer from each linked Account. If the transfer of funds from a linked Account would result in a zero or negative balance in such linked Account or would result in an overdraft in such linked Account, We may not transfer funds to Your consumer checking Account. If Your Line of Credit has reached its maximum limit, We will not exceed the limit on the line. We reserve the right to terminate this Overdraft Path program at Our discretion.

(3) You agree that We may apply funds deposited to Your Account(s) to Your outstanding overdrafts and fees, regardless of the source, which specifically includes directly deposited government entitlements or benefits such as social security deposits.

(4) Except as otherwise agreed in writing, if We exercise Our right to use Our discretion to pay such items that result in an insufficiency of funds in Your Account, We do not agree to pay them in the future and may discontinue coverage at any time without notice to You. You should note the Overdraft Privilege program is not a Line of Credit; it is a discretionary overdraft service that can be withdrawn at any time without prior notice. With Overdraft Privilege, We pay overdrafts at Our discretion, which means We do not guarantee that We will always authorize and pay any type of transaction. If We pay these items or impose a fee that results in insufficient funds in Your Account, You agree to pay the insufficient amount, including the fee assessed by Us, in accordance with Our standard overdraft services or any other service You may have authorized with Us, or if You do not have such protection with Us, in accordance with any overdraft payment policy We have. Overdraft Privilege, Debit Card Overdraft Privilege and Overdraft Path programs may be suspended until Your Account is brought back in good standing.

d. Special Consent Required for One-Time Debit Card Transactions. For Overdraft Privilege coverage for one-time (non-recurring) debit card transactions (referred to in this Agreement as "Debit Card Overdraft Privilege"), You must affirmatively consent to such coverage. Your consent is also required for Overdraft Privilege coverage for overdrafts occurring at ATMs/ITMs when such overdrafts are caused by use of Your debit card. To consent to such coverage, You can complete the consent document entitled "What You Need to Know about Overdrafts and Overdraft Fees." Without Your express consent We may not authorize and pay any one-time debit card transactions that result in insufficient funds in Your consumer checking Account pursuant to the Overdraft Privilege program. If You desire this service for more than one Account number, You will need to provide Us with a separate consent for each additional Account number.

e. Charges and Fees. Our current service charge is for each paid overdraft is set forth in Our Fee Schedule, which may be updated from time to time. We do not charge a fee if a transaction causes You to overdraw Your Account by less than $5.00.

If You are enrolled in the Overdraft Path program and have linked Your consumer checking Account with other individual or joint Accounts, You will not be charged an overdraft fee. This service is subject to having available funds in Your linked Account(s). If Your consumer checking Account is linked to a Line of Credit, You will not be charged an overdraft fee or a transfer fee, but You will be charged interest on the Line of Credit in accordance with the terms of Your Credit Line Account Agreement and Federal Disclosure Statement.

If You affirmatively consent to Debit Card Overdraft Privilege You will be charged an overdraft fee in the amount set forth in Our Fee Schedule for each paid overdraft resulting from both one-time debit card transactions and ATM/ITM Transactions.

f. Fresh Start Overdraft Loans. If You have overdrawn Your Account and continue to maintain a negative balance for more than 30 days, You may be eligible to enter into a Fresh Start Overdraft Loan ("FSL") Agreement. FSL allows You to repay Your negative balance, including any overdraft fees that You have been assessed, over time. If the Credit Union offers You this service, the terms for repayment will be set forth in Your FSL Agreement. If You enter into an FSL Agreement, Overdraft Privilege and Debit Card Overdraft Privilege will not be available on Your Account until You have paid the balance subject to the FSL Agreement in full. FSL is a discretionary program, and the Credit Union is under no obligation to allow You to enter into an FSL Agreement.

g. Order of Payment. Checks, drafts, transactions, and other items may not be processed in the order that You make them. The order in which We process checks, drafts, or items, and execute other transactions on Your Account may affect the total amount of overdraft fees that may be charged to Your consumer checking Account. The determination of whether a particular check, draft, transaction or other item results in an overdraft or a dishonor and return of the check, draft, transaction or item is made only once at the time the particular check, draft, transaction or item posts to Your Account.

h. Our General Rules on How Transactions Are Posted to Your Account. As noted above, checks and transactions may not be processed in the order that You make them. Below is a general guideline on how We process transactions to Your consumer checking Account. You should read this disclosure carefully. If You have questions, please call Us at 800-432-2470 or visit any branch.

(1) Checks - Each business day We receive a file of checks for Your Accounts from the Federal Reserve. We receive separate files for the different routing numbers associated with Credit Union Accounts. Checks received in the same file are posted in order from lowest dollar value

to highest dollar value. Check deposits are posted as they are received and are subject to the Credit Union's Deposit Hold Notice/Funds Availability Policy Disclosure.

(2) ACH - We receive data files each day from the Federal Reserve with ACH transactions, and the transactions for that settlement date post when they are received.

(3) Debit PIN/Point of Sale (POS) Transactions - Debit PIN-based POS transactions are transactions where You use Your debit card and enter a PIN number at the time of sale. PIN-based transactions post in real time and are debited from the checking Account balance almost immediately. However, depending on the merchant, a PIN-based transaction may not be immediately presented for payment.

(4) Debit Signature-Based Transactions - Debit signature-based transactions are transactions where You make a purchase with Your debit card but instead of using a PIN, You are asked to sign or authorize that transaction. Each transaction is authorized when the card is swiped (or when You submit Your debit card number as part of an online purchase transaction) and an authorization hold is placed on Your Account for the amount of the purchase. The duration of the hold is 3 days. Funds are released and debited from the checking Account when the merchant settles the transaction through the card issuing network, usually within 3-5 days. Merchants have up to 6 months to debit the checking Account after a transaction authorization has been received.

(5) ATM/ITM Transactions - Cash withdrawals taken at an ATM/ITM are processed immediately. Deposits made at an ATM/ITM are processed immediately. ATM/ITM deposits are subject to the Credit Union's Deposit Hold Notice/Funds Availability Policy Disclosure.

i. Your Consumer Checking Account Balance. Your consumer checking Account has two kinds of balances: the actual balance ("Actual Balance") and the available balance ("Available Balance"). Both can be checked when You review Your Account online, by calling the Credit Union, or by visiting a branch. It is important to understand how the two balances work so that You know how much money is in Your Account at any given time.

Your **Actual Balance** is the amount of money that is actually in Your Account at any given time based on transactions that have "posted" to Your Account. The Actual Balance does not include transactions that have been authorized and are pending. The Actual Balance does not reflect any holds that have been placed on Your Account, and does not reflect the amount in Your Account that is available to pay items presented against the Account. Any purchases, holds, fees, other charges, or deposits made on Your Account that have not yet posted will not appear on Your Actual Balance, For example, if You have a $50.00 Actual Balance, but You just wrote a check for $40.00 that has not yet been paid, then Your Actual Balance will show as $50.00 but it does not reflect a deduction for the check that has not yet been paid.

Your **Available Balance** is the amount of money in Your Account that is available to pay items presented against the Account without incurring an overdraft or non-sufficient funds fee. The Available Balance is generally equal to the Actual Balance, less the amount of any holds placed on recent deposits, holds for other reasons, and holds for pending transactions (such as pending debit card purchases) that We authorized but that have not yet posted to Your Account. For example, assume You have an Actual Balance of $50 and an Available Balance of $50. If You were to use Your debit card at a restaurant to buy lunch for $20 (without a tip), then that merchant could ask Us to pre-authorize the payment. In that case, We will put a "hold" on Our Account for $20. Your Actual Balance would still be $50.00 because this transaction has not yet posted, but Your Available Balance would be $30 because We have been notified that there will be a $20 charge to the restaurant. When the restaurant submits its charge for payment (which could be a few days later and then include a tip), We will post the transaction to Your Account and Your Actual Balance will be reduced by the amount of the charge to the restaurant ($20 plus any tip). The $20 hold will be released around the same time, but not necessarily at exactly the same time.

Your Available Balance is used to determine when there are insufficient funds to pay an item presented for payment from Your consumer checking Account.

An overdraft occurs when You do not have enough money in Your consumer checking Account to cover a transaction, and We pay the transaction anyway. If Your Available Balance is not sufficient to cover a transaction, We may pay the item and charge You an overdraft fee, as explained in this Agreement and the Overdraft Policy.

Your Available Balance may not reflect all Your outstanding checks, bill payments, or other transactions that You have authorized but have not yet been paid (or pre-authorized) from the Account. In the example above, the outstanding check will not reduce Your Actual Balance until it is presented to Us and paid from Your Account.

In addition, Your Available Balance may not reflect all of Your debit card transactions. For example, if a merchant obtains Our prior authorization but does not submit a one-time debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions), We must release the authorization hold on the transaction. The Available Balance would not be reduced by the amount of this transaction from the time the hold has been released until the transaction has been received by Us and paid from Your Account. If We approved a debit card transaction at a time when Your Account had a sufficient Available Balance, We will not assess any fee if Your Account has a negative Available Balance at the time the transaction settles. We will also not charge a fee if Your Account has a sufficient Available Balance when a transaction settles, regardless of whether the Account had a sufficient Available Balance when We approved the transaction.

The best way to avoid overdraft is to record and track all of Your transactions at close of each day.

j. Dishonoring and Returning Checks or Items. Should We dishonor and return a check, draft, ACH, or item drawn on an account with insufficient funds, Your consumer checking Account will be charged a fee for the dishonored and returned check, draft, ACH, or item as stated in the Truth-In-Savings and Fee Schedule disclosures. The fee for a dishonored and returned check, draft, ACH, or item is set forth in Our Fee Schedule, which may be updated from time to time. You understand that We may be presented with a particular check, draft or item multiple times as the presenting party attempts to have the check, draft or item paid. You further understand that We are unable to control how many times a payee may present the same check, draft or item to Us. If We are presented with a check, draft or item that We have already dishonored and returned and Your Account still lacks the funds to pay such check, draft or item, You will again be charged a fee for the dishonored and returned check, draft, or item. This could result in multiple returned item or overdraft fees being assessed to Your Account for the same check, draft or item. You also understand and agree that We are not liable if We refused to pay a check, draft or item drawn on Your consumer checking Account and return it when non-payment occurs as a result of Our charging Your Account for any obligation You owe Us. Finally, if We are repeatedly presented with checks, drafts, items or transfers drawn on Your consumer checking Account for insufficient funds, We may consider that account abuse and may close Your Account under this Agreement.

k. Opting out of Overdraft Privilege, Debit Card Overdraft Privilege or Overdraft Path. You can opt out of the Overdraft Privilege, Debit Card Overdraft Privilege or Overdraft Path programs for any consumer checking Account at any time by calling 800-432-2470 or visiting a branch. If You cancel or opt out of Overdraft Path and You have linked Your consumer checking Account to a Line of Credit, You are still obligated to repay any obligation under Your Line of Credit. Opt-out may take up to three (3) business days to become effective. If You have both Overdraft Privilege and Debit Card Overdraft Privilege and elect to opt out of Debit Card Overdraft Privilege, You will continue to have Overdraft Privilege coverage

unless You specifically notify Us of Your intention to opt out of both Overdraft Privilege and Debit Card Overdraft Privilege coverage. Similarly, if You have both Overdraft Privilege and Debit Card Overdraft Privilege and elect to opt out of Overdraft Privilege, You will continue to have Debit Card Overdraft Privilege coverage unless You specifically notify Us of Your intention to opt out of both Overdraft Privilege and Debit Card Overdraft Privilege coverage. If You opt out of Overdraft Privilege or Debit Card Overdraft Privilege coverage, You may "opt back in" at any time.

l. Questions. If You have questions about the Overdraft Privilege, Debit Card Overdraft Privilege or Overdraft Path programs, contact Us at 800-432-2470 or stop by any branch.

14. POSTDATED AND STALEDATED CHECKS OR DRAFTS - You agree not to issue any check or draft that is payable on a future date (postdated). If You do draw or issue a check or draft that is postdated and We pay it before that date, You agree that We shall have no liability to You for such payment. You agree not to deposit checks, drafts, or other items before they are properly payable. We are not obligated to pay any check or draft drawn on Your Account that is presented more than six months past its date; however, if the check or draft is paid against Your Account, We will have no liability for such payment.

15. STOP PAYMENT ORDERS

a. Stop Payment Order Request. Any owner may request a stop payment order on any check or other written instrument drawn on Your Account that has not been paid or certified. You may call Us to request a stop payment, but to be binding, We may require that the order be dated, signed, and describe the Account number, item number, and the exact amount of the item. The stop payment order will be effective if We receive the order in time for Us to act upon the order. You understand that the exact information is necessary for Our computer system to identify the item. If You give Us incorrect or incomplete information, or the stop payment order is not received in time for Us to act upon it, We will not be responsible for failing to stop payment on the item and We will not be liable to You or to any other party for payment of the draft. If We recredit Your Account after paying a draft over a valid and timely stop payment order, at Our discretion, You agree to sign a statement describing the dispute with the payee, to transfer to Us all of Your rights against the payee or other holders of the draft and to assist Us in any legal action.

Fees for stop payment orders will be imposed and are set forth on the Credit Union's Fee Schedule. You may not stop payment on any certified check, cashier's check, teller's check, official check, or any other check, draft, or payment guaranteed by Us. If You lose a certified check and You ask Us to replace it, We will require You to execute a separate agreement in order for Us to issue You a new check. Although payment of an item may be stopped, You may remain liable to any item holder, including Us. You have the burden of establishing the fact and amount of loss resulting from the payment of an item contrary to a binding stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees and all damages or claims related to Our refusal to pay an item, as well as claims of any joint account owner or of any payee or endorsee for failing to stop payment of an item as a result of incorrect information provided by You.

b. Duration of Order. You may make an oral stop payment order which will lapse within 14 calendar days unless You confirm it in writing, or in a record if allowed by applicable law, within that time. A written stop payment order is effective for six months and may be renewed for additional six-month periods by submitting a renewal request in writing, or in a record if allowed by applicable law, before the stop payment order then in effect expires. We do not have to notify You when a stop payment order expires.

c. Items Subject to Other Rules. For cashier's checks, teller's checks, or certified checks that have been lost, destroyed, or stolen, refer to provisions elsewhere in this Agreement which describe the claims process for recovering the amount of such a check. For preauthorized debit transactions, which are governed by Regulation E, refer to the Electronic Fund Transfers Agreement and Disclosure for rules regarding stop payments on such transactions.

16. LOST, DESTROYED, OR STOLEN CASHIER'S CHECKS, TELLER'S CHECKS, OR CERTIFIED CHECKS - Generally, You cannot place a stop payment on a cashier's check, teller's check, or certified check that has been lost, destroyed, or stolen because the law treats these types of checks differently than ordinary checks. However, You may be able to assert a claim for the amount of the check. Article 3 of the UCC as adopted by the state in which We are located controls Your and Our rights and obligations with respect to these types of checks. Please contact us regarding the specific procedures for submitting a claim for a lost, destroyed, or stolen cashier's check, teller's check, or certified check.

17. CREDIT UNION LIABILITY - If We do not properly complete a transaction according to this Agreement, We will be liable for Your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if, for example: (1) Your Account contains an insufficient Available Balance for the transaction; (2) circumstances beyond Our control prevent the transaction; (3) Your loss is caused by Your or another financial institution's negligence; or (4) Your Account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We are not responsible for a check or draft that is paid by us if We acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if Our actions or nonactions are consistent with applicable State law, Federal Reserve regulations and operating letters, clearing house rules, and general financial institution practices followed in the area We serve. You grant Us the right, in making payments of deposited funds, to rely exclusively on the form of the Account and the terms of this Agreement. Any conflict regarding what You and Our employees say or write will be resolved by reference to this Agreement.

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

19. REMOTELY CREATED CHECKS OR DRAFTS - A remotely created check or draft is a check or draft created by someone other than the person on whose Account the check or draft is drawn. A remotely created check or draft is generally created by a third-party payee as authorized by the owner of the Account on which the check or draft is drawn. Authorization is usually made over the telephone or through online communication. The owner of the Account does not sign a remotely created check or draft. In place of the owner's signature, the remotely created check or draft usually bears a statement that the owner authorized the check or draft or bears the owner's printed or typed name. If You authorize a third party to draw a remotely created check or draft against Your Account, You may not later revoke or change Your authorization. It is Your responsibility to resolve any authorization issues directly with the third party. We are not required to credit Your Account and may charge against Your Account any remotely created check or draft for which the third party has proof of Your authorization. You should use caution when authorizing remote checks. A fraudster could issue a remote check in an amount larger than You authorized or issue multiple checks without Your consent or knowledge. We will not know the authorized amount. Payment can be made from Your Account even though You did not contact Us directly and order the payment.

20. PLEDGE, RIGHT OF OFFSET AND STATUTORY LIEN - Unless prohibited by law, You pledge and grant as security for all obligations You may have now or in the future, except obligations secured by Your principal residence, all shares and dividends and all deposits and interest, if any, in all Accounts You have with Us now and in the future. You agree that We may (without prior notice and when permitted by law) charge against and deduct from this Account any due and payable debt any of You owe Us now or in the future. If You pledge a specific dollar amount in Your Account(s) for a loan, We will freeze the funds in Your Account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in Your pledged Account(s) may be withdrawn unless You are in default. You agree We have the right to offset funds in any of Your Accounts against the obligation owed to Us. If this Account is owned by one or more of You as individuals, We may set off any funds in the

Account against a due and payable debt (i) a partnership owes Us now or in the future, to the extent of Your liability as a partner for the partnership debt, or (ii) of any other person or entity where You have guaranteed, or are jointly liable, or have any other legal responsibility, for such debt, to the extent of Your guaranty, liability or responsibility.

Federal or State law (depending upon whether We have a Federal or State charter) gives Us a lien on all shares and dividends and all deposits and interest, if any, in Accounts You have with Us now and in the future. After You are in default, We may exercise Our statutory lien rights without further notice to You. Except as limited by Federal or State law, the statutory lien gives Us the right to apply the balance of all Your Accounts to any obligation on which You are in default. Neither Our contract rights nor rights under a statutory lien apply to this Account if prohibited by law.

Your pledge and Our statutory lien rights will allow Us to apply the funds in Your Account(s) to what You owe when You are in default, except as limited by Federal or State law. If We do not apply or offset the funds in Your Account(s) to satisfy Your obligation, We may place an administrative freeze on Your Account(s) in order to protect Our statutory lien rights and may apply or offset the funds in Your Account(s) to the amount You owe Us at a later time. The statutory lien and Your pledge do not apply to any IRA, HSA or any other Account that would lose special tax treatment under Federal or State law if given as security. By not enforcing Our right to apply or offset funds in Your Account(s) to Your obligations that are in default, We do not waive Our right to enforce these rights at a later time.

21. LEGAL PROCESS - If We are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to Your Account (termed "Legal Action" in this section), We will comply with that Legal Action. Or, in Our discretion, We may freeze the assets in the Account and not allow any payments out of the Account until a final court determination regarding the Legal Action. We may do these things even if the Legal Action involves less than all of You. In these cases, We will not have any liability to You if there are insufficient funds to pay Your items because We have withdrawn funds from Your Account or in any way restricted access to Your funds in accordance with the Legal Action. Any fees or expenses We incur in responding to any Legal Action (including, without limitation, attorneys' fees and Our internal expenses) may be charged against Your Account. The list of fees applicable to Your Account(s) provided elsewhere may specify additional fees that We may charge for certain Legal Actions. Any legal process against Your Account is subject to Our lien and security interest.

22. ACCOUNT INFORMATION - Upon request, We will give You the name and address of each agency from which We obtain a credit report regarding Your Account. We agree not to disclose Account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of Your Account in accordance with applicable law; (3) such disclosure complies with the law or a government agency or court order; or (4) You give Us written permission.

23. NOTICES

a. Name or Address Changes. You are responsible for notifying Us of any change in Your name, address, or other personal contact information and We have no duty or obligation to attempt to verify information supplied by You or to attempt to discover correct information if Your information is determined to be incorrect or no longer valid. Unless We agree otherwise, change of address or name must be made in writing by at least one of the Account holders. The Credit Union is only required to attempt to communicate with You at the most recent address You have provided to Us. Address changes may also be submitted through the secure online banking portal. Informing Us of Your address or name change on a check reorder form is not sufficient. For mail correspondence, We will attempt to communicate with You only by use of the most recent address You have provided to Us. If We attempt to locate You, We may impose a service fee as set forth in the Truth-in-Savings Disclosure or Fee Schedule.

It is solely Your obligation to notify Us of any changes to Your email address, and You agree that We will not be liable if a "bounce message" is received by the sender that indicates an electronic message has not been delivered for any reason.

b. Notice of Amendments. Except for the arbitration provision in Section 50 and as prohibited by applicable law, We may amend this Agreement and Our Bylaws by adding, removing or changing the terms at any time. We will notify You, in a manner We deem appropriate under the circumstances, of any changes in terms, rates or fees as required by law. Rules governing changes in rates are provided separately in the Truth-in-Savings Disclosure or in another document. We will notify You in writing or as otherwise permitted by law of all other changes. We reserve the right to waive any terms of this Agreement. Any such waiver shall not affect Our right to future enforcement. Your continued use of Your Account after the effective date of any change signifies Your acceptance and agreement to the new terms.

c. Effect of Notice. Any written notice You give us is effective when We receive it. Any written notice We give to You is effective when it is provided electronically or is deposited in the U.S. mail, postage prepaid and addressed to You at Your statement mailing address, and will be effective whether or not received by You. Notice to any Account owner is considered notice to all Account owners.

d. Electronic Notices. If You have agreed to receive notices electronically, We may send You notices electronically and discontinue mailing paper notices to You until You notify us that You wish to reinstate receiving paper notices.

24. TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING - Federal tax law requires Us to report interest payments We make to You of $10 or more in a year, and to include Your TIN on the report (the TIN is Your SSN if You are an individual or may otherwise be Your EIN). You agree that We may withhold taxes from any dividends or interest earned on Your Account as required by Federal, State or local law or regulations. Interest includes dividends, interest and bonus payments for purposes of this rule. Therefore, We require You to provide Us with Your TIN and to certify that it is correct. Your failure to furnish a correct TIN or meet other requirements may result in backup withholding. In some circumstances, Federal law requires Us to withhold and pay to the IRS a percentage of the interest that is earned on funds in Your Accounts. If Your Account is subject to backup withholding, We must withhold and pay to the IRS a percentage of dividends, interest, and certain other payments. This is known as backup withholding. We will not have to withhold interest payments when You open Your Account if You certify Your TIN and certify that You are not subject to backup withholding due to underreporting of interest. (There are special rules if You do not have a TIN but have applied for one, if You are a foreign person, or if You are exempt from the reporting requirements.) We may subsequently be required to begin backup withholding if the IRS informs Us that You supplied an incorrect TIN or that You underreported Your interest income. If You fail to provide Your TIN within a reasonable time, We may close Your Account and return the balance to You, less any applicable service fees.

25. STATEMENTS

a. Contents. If We provide or otherwise make available a periodic statement for Your Account, You will receive a periodic statement that shows the transactions and activity on Your Account during the statement period as required by applicable law. If a periodic statement is provided or otherwise make available, You agree that only one statement is necessary for joint accounts. For share draft or checking accounts, You understand and agree that Your original check or draft, when paid, becomes property of the Credit Union and may not be returned to You, but copies of the check or draft may be retained by Us or by payable-through financial institutions and may be made available upon Your request. A fee may apply for Account research and document reproduction. You understand and agree that statements are made available to You on the date they are mailed to You or, if You have requested, on the date they are made available to You electronically. You also understand and agree that checks, drafts, or copies thereof are made available to You on the date the statement is mailed to You or is provided to You electronically, even if the checks or drafts do not accompany the statement.

If you choose to receive Your Account statements electronically, such election does not relieve You of any of Your examination duties set forth in this Section 25.

b. Your Duty to Report Unauthorized Signatures, Alterations and Forgeries. Depending on the elections You make, Azura will makes copies of Your statements and checks available via its online banking services, email, mail, or at any of its branches. Unauthorized signatures or alterations to Your Account or other items are serious issues, and You must examine Your Account, Account statements, and other related items carefully and promptly once they are made available to You. Any discovery of such unauthorized signature or alterations must be reported promptly by You to Us, and failure to do so may result in a loss either being shared between You and Us or borne entirely by You.

You acknowledge and agree that the amount of time You have to examine Your Account statement is limited, and that You must report to Us any issues discovered within 30 days from the date such statement is made available to You. You further acknowledge and agree that You are limited to 60 days after Your Account statement is made available to You to report any unauthorized signatures, alterations, or forgeries in Your Account. Failure to report such issues within the 60-day window will prevent You from asserting a claim against Us related to any issues contained in that Account statement regardless of whether We used ordinary care, and You will result in You bearing the entire amount of any loss incurred.

c. Your Duty to Report Other Errors or Problems. Further, You agree to carefully and promptly examine Your Account statements for other errors unrelated to unauthorized signatures, alterations, and forgeries and similarly examine any images provided or made available to You for unauthorized or missing endorsements or any other issues. The maximum amount of time You have to report any improper fees or charges to Your Account or any other issues related to an Account statement is 60 days from the date such statement is made available to You. It is important to note that You will be precluded from bringing asserting a claim against Us related to improper fees or errors identified in Your Account statement if You fail to timely report such issues.

d. Errors Relating to Electronic Funds Transfer or Substitute Checks. Information regarding substitute checks and any related errors will be provided to You in Your Electronic Fund Transfers Agreement and Disclosure.

e. Duty to Notify if Statement Not Received. We will regularly provide you with an Account statement, and You agree to notify Us within 14 days if such statement is not received at its regular delivery time. A missing or late Account statement could be a result of fraud, identity theft, or other issue related to Your Account.

f. Address. If We mail You a statement, We will send it to the last known address shown in Our records. If You have requested to receive Your statement electronically, We will send the statement or notice of statement availability to the last e-mail address shown in Our records.

26. INACTIVE ACCOUNTS - As allowed by applicable law, We may classify Your Account as inactive or dormant and assess a fee if You have not made any transactions in Your Account over a specified period of time. The period of inactivity, the fee for servicing an inactive or dormant Account, and the minimum balance required to avoid the service fee, if any, are set forth in Our Fee Schedule. You authorize us to transfer funds from another Account of Yours to cover any service fees, if applicable. To the extent allowed by law, We reserve the right to transfer the Account funds to an Account payable or reserve Account and to suspend any further Account statements. If a deposit or withdrawal has not been made on the Account and We have had no other sufficient contact with You within the period specified by State law, the Account will then be presumed to be abandoned. Funds in abandoned Accounts will be reported and remitted in accordance with State law. Once funds have been turned over to the state, We have no further liability to You for such funds. If You choose to reclaim such funds, You must apply to the appropriate State agency. Upon Our surrendering of Your funds, We are no longer responsible or liable to You.

27. SPECIAL ACCOUNT INSTRUCTIONS - You may request that We facilitate certain trust, will, or court-ordered Account arrangements. However, because We do not give legal advice, We cannot counsel You as to which Account arrangement most appropriately meets the specific requirements of Your trust, will, or court order. If You ask Us to follow any instructions that We believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, We may refuse to follow Your instructions or may require You to indemnify us or post a bond or provide us with other protection. We may require that Account changes requested by You, or any Account owner, such as adding or closing an Account or service, be evidenced by a signed Account Change Card, or other document which evidences a change to an Account and accepted by Us.

28. TERMINATION OF ACCOUNT - We may terminate Your Account or place a freeze on the funds in Your Account at any time without notice to You or may require You to close Your Account and apply for a new account if, for example: (1) there is a change in owners or authorized signers; (2) a claim adverse to Your own interest; (3) other claiming an interest as survivors or beneficiaries of Your Account; (4) a claim arising by operation of law; (5) there has been a forgery or fraud reported or committed involving Your Account; (6) there is a dispute as to the ownership of the Account or of the funds in the Account; (7) any checks or drafts are lost or stolen; (8) there are excessive returned unpaid items not covered by an overdraft protection plan; (9) there has been any misrepresentation or any other abuse of any of Your Accounts; (10) We believe that You have been negligent in protecting Your access devices or access codes; (11) You have breached any promise under this Agreement; (12) You do not fulfill the terms of any of the Accounts, such as required deposits being made to any Account, etc.; (13) We reasonably deem it necessary to prevent a loss to Us or You; or (14) as otherwise permitted by law. If We are informed of such circumstances or otherwise believe that any of the circumstances are about to occur, We may place a stop payment on any item and We will not be liable to You for such a stop payment. At Our option, We may suspend Your rights to member services if You violate the terms of this Agreement, and We may close this Account if Your membership in the Credit Union terminates. As outlined in Our Member Expulsion Policy, We may close Your Account for inappropriate or abusive behavior either in person or through other avenues such as telephone or email communications.

You may terminate an individual Account by giving written notice. We reserve the right to require the consent of all owners to terminate a joint Account. When You close Your Account, You are responsible for leaving enough money in the Account to cover any outstanding items and charges to be paid from the Account. We are not responsible for payment of any check, draft, withdrawal, transaction, or other item after Your Account is terminated; however, if We pay an item after termination, You agree to reimburse Us for items presented for payment after the Account is closed may be dishonored.

29. TERMINATION OF MEMBERSHIP; LIMITATION OF SERVICES - You may terminate Your membership by giving Us written notice or by withdrawing Your minimum required Membership Share(s), if any, and closing all Your Accounts. You may be expelled from membership pursuant to the Credit Union's Expulsion Policy and as otherwise permitted by applicable law. We may restrict Account access and services without notice to You when, in the Credit Union's sole opinion and at the Credit Union's sole discretion, You violate the terms of this Agreement; Your Account is being misused; You have demonstrated conduct that is abusive in nature; You have caused a loss to the Credit Union; as outlined in any policy We have adopted regarding restricting services; or as otherwise permitted by this Agreement, the rules and policies of the Credit Union, or applicable law. Termination of Your membership does not relieve You of Your obligations to pay any fees or obligations that You owe Us, and You are still responsible for any outstanding items that have not yet been processed or paid. Once membership is terminated, We may refuse any additional transactions or services.

Upon expulsion from the Credit Union, Your ability to withdraw funds are subject to a 60 day statutory notice provision which We may choose to enforce at Our sole discretion. You have the right to appeal an expulsion decision as set forth in the Credit Union's Expulsion Policy.

30. DEATH OR INCOMPETENCE - We may honor all transfer orders, withdrawals, deposits, and other transactions on an Account until We know of a member's death or adjudication of incompetence. Even with such knowledge, We may continue to pay checks or drafts drawn on the deceased member's Account for a period of 10 days after the member's death unless We receive instructions from any person claiming an interest in the Account to stop payment on the checks or drafts. To the extent permitted by law, We may require anyone claiming funds from a deceased owner's Account to indemnify us for any losses We sustain if We honor that claim. This Agreement will be binding upon any heirs or legal representatives of any Account owner.

31. ACCOUNT TRANSFER - Our prior written consent is required for You to transfer or assign Your Account or Membership.

32. ACCOUNT SECURITY -

a. Duty to Protect Account Information and Methods of Access. The security of Your Account number(s), access devices, PIN, and user name and passwords for mobile banking services are vitally important, and it is Your sole responsibility to ensure their protection. Please do not share or discuss any of this information with anyone. Individuals who obtain this information will have access to Your Account(s) and may not be required to obtain Your permission to withdraw funds from Your Account.

b. Fraud Prevention Services. Most of the fraud prevention services that We offer to secure and protect Your Account are optional. However, You are solely liable for any fraudulent or unauthorized transactions that occur on Your Account if they could have been prevented had You accepted the fraud prevention services that We offered.

c. Access Devices. We will not be liable if You give an individual access to Your Account or authority to use Your Account or Your access device(s) and such individual abuses and/or exceeds that authority unless We have been notified by You, in writing, that You have revoked that person's authority.

d. Blank Checks. Every effort should be taken by You to ensure the safety of Your blank checks. In the event that such checks are stolen or lost, please contact Us immediately. You shall be solely responsible for any loss suffered due to Your negligence in securing Your checks.

33. TELEPHONIC INSTRUCTIONS - If You provide Us with instructions via facsimile transmission or voicemail, We are not required to act upon Your facsimile or voicemail instructions unless We have agreed otherwise in writing in advance to honor such instructions.

34. MONITORING AND RECORDING COMMUNICATIONS - We may monitor and record communications between You and Us, including telephone conversations, electronic messages, electronic records, or other data transmissions that affect Your Accounts or other products and services. You agree We may monitor and record such communications without Your approval or further notice to You. We may monitor or record phone calls for security reasons, to maintain a record and to ensure that You receive courteous and efficient service. You authorize Us to monitor and record telephone conversations and other communications You have with Us and Our representatives. The decision to record any conversation shall be solely at Our discretion and We shall have no liability for doing so or failing to do so.

35. TEXT MESSAGE CONSENT FOR NON-ADVERTISEMENT PURPOSES - You understand and agree that when You give a telephone number to Us, whether a mobile number, a landline, or a number You later convert to a mobile number, You authorize Us and anyone else acting on Our behalf to contact You at any of the numbers You have provided about all of Your Accounts and for any non-marketing purposes related to those Accounts. As non-exclusive examples, We may contact You about fraud alerts, two-factor SMS verification, responding to customer service inquiries, deposit holds, amounts You owe Us in the event Your Account(s) or loans become delinquent or have a negative balance, or to ask for feedback on the quality of Our services. You agree to receive these calls or text messages from Us and any of Our agents or affiliates, including calls or text messages made using artificial or prerecorded voice and automatic dialing technology. You understand that message and data rates may apply. You may contact Us anytime to change these preferences or revoke Your consent to receive text messages and phone calls using an automatic dialing system.

If You have provided a telephone number(s) to Us, You represent and agree that You are the subscriber or customary user with respect to such number(s) and that You have the authority to consent to Us contacting such number(s). Furthermore, You agree to notify Us of any change to the telephone number(s) which You have provided Us.

Should Your Accounts or loans become delinquent or have a negative balance, We or Our agents may contact You using any methods as allowed by law. Methods of contact may include, but are not limited to, telephone calls to any landline or mobile phone number that You provided, messaging via any of Our banking apps, email, text, SMS, or other electronic forms of communication, such as pre-recorded or artificial voice calls or messages or through use of automatic dialing technology.

Account alerts and other text message or telephone banking services are provided for Your convenience and do not replace Your monthly statement(s), which is the official record of Your Account(s). You understand that information We send or communicate to You through telephone communication may not be encrypted. This information may include personal or confidential information about You, such as Account activity or the status of Your Account(s).

36. MESSAGE CONSENT FOR ADVERTISEMENT PURPOSES - To provide You with the best possible service in Our ongoing business relationship for Your Account We may need to contact You about Your Account, loan, or other services from time to time by telephone, text messaging or email, and We may contact You from time to time via telephone, text messaging, or email about other credit union products and services that may interest You or that You may be eligible for. However, to the extent allowed by law, We first obtain Your consent to contact You about Your Account or about potential other products and services in compliance with applicable consumer protection provisions in the Federal Telephone Consumer Protection Act of 1991 ("TCPA"), CAN-SPAM Act and their related Federal regulations and orders issued by the Federal Communications Commission ("FCC").

a. Your consent is limited to Your Account, loan, or service, and to other products and services that We may offer, and as authorized by applicable law and regulations.

b. Your consent is voluntary and is not a condition of Your purchase of any product or service from Us.

c. By establishing Your Account, loan, or services, You are authorizing Us to deliver to You telemarketing calls using an automatic telephone dialing system or an artificial or prerecorded voice.

With the above understandings, You authorize Us to contact You regarding Your Account, loan, or other services and matters related thereto throughout its existence and to deliver advertisements using any telephone numbers, email addresses, social media accounts or such other communication media or platforms that You have previously provided to Us by virtue of an existing business relationship or that You may subsequently provide to Us.

This consent is regardless of whether the number We use to contact You is assigned to a residential line, a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which You may be charged for the call. You further authorize Us to contact You through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing system.

If necessary, You may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify Us.

37. BIOMETRIC VOICE DATA COLLECTION - Certain services provided by Us, including but not limited to telephone banking, offer You the option of enrolling in voice authentication as an additional Account security measure. If You elect to enroll in voice authentication, We will collect a recording of Your voice at the time of enrollment to create a voiceprint that We will maintain on file. When You subsequently access Your Account, You will be prompted to say Your voice passphrase, which We will collect and compare against Your voiceprint on file in order to verify Your identity. Your voiceprint information will be stored by Us or by Our service provider for as long as You maintain Your Account(s) with Us or until You discontinue Your use of voice authentication.

To offer You this voice authentication service, We will share Your voice information with Our service provider for the limited purpose of effectuating the voice authentication. Your voice recording will be stored with Our service provider and accessed for the purpose of verifying Your identity when You use voice authentication. We share Your personal information with certain affiliates and non-affiliates as set out in Our privacy notice which is available on Our website at www.azuracu.com or can be provided by calling Us at 800-432-2470 or visiting any branch location.

You may opt out of collection of Your voice information by simply declining to participate in voice authentication services when prompted by Us. You may cancel or discontinue Your use of voice authentication at any time by contacting Us at 800-432-2470. If You cancel or discontinue Your use of voice authentication, You may also request that We delete any of Your voice information that We currently have on file. Even if You opt out of or cancel Your use of voice authentication, We may still monitor and record telephone conversations and other communications You have with Us and Our representatives for quality control and other purposes.

By enrolling in voice authentication regarding any of Your Account(s), You thereby acknowledge that You understand and consent to the foregoing.

38. RESOLVING ACCOUNT DISPUTES - An administrative hold is a restriction placed on the funds in Your Account that prohibits the withdrawal or payment of funds from Your Account. We may place an administrative hold on Your Account under the following circumstances: (1) there is a change in owners or authorized signers; (2) a claim adverse to Your own interest; (3) others claiming an interest as survivors or beneficiaries of Your Account; (4) a claim arising by operation of law; (5) where there has been a forgery or fraud reported or committed involving Your Account; (6) there is a dispute as to the ownership of the Account or the funds in the Account; (7) any checks or drafts are reported lost or stolen; (8) there are excessive returned unpaid items not covered by an overdraft plan; (9) there have been any misrepresentations or any other abuse of Your Account; (10) We believe that You have been negligent in protecting Your access devices or access codes; (11) You have breached any promise under this Agreement; (12) You do not fulfill the terms of any of the Accounts, such as required deposit being made to any Account, etc.; (13) We deem it necessary to prevent a loss to Us or You; or (14) as otherwise permitted by law. A hold will remain in place until We receive court instructions or other evidence that the dispute or issue has been resolved. Should items be dishonored as a result of the hold, We will not be liable to You for any damages.

39. POWER OF ATTORNEY - We allow You to give power of attorney over Your Account to an appointed agent by executing certain required forms; provided, however, that any unapproved actions or misuse of funds by such agent are not Our responsibility, and We shall not be liable for the reviewing, monitoring, or enforcing of any agreement that You might have with such agent limiting their power of attorney over Your Account. It is Your sole responsibility to provide us with written notice in the event that You wish to limit or terminate such power of attorney, and We shall not be liable at any time for any actions related to the appointment, conduct, or termination of such power of attorney.

40. CHANGING ACCOUNT PRODUCTS - We may change Your Account to another product offered by Us at any time by giving You notice that Your Account will be changed to another product on a specified date. If Your Account is a time account, the change will not occur before the next maturity date of Your Account. If You do not close Your Account before the date specified in the notice, We may change Your Account to that other product on the date specified in the notice.

41. CONSUMER REPORTING AGENCY VERIFICATION - You agree that We may verify credit, debit, and employment history by any necessary means, including obtaining a credit report by a consumer reporting agency.

42. NEGATIVE INFORMATION NOTICE - We may report information about your loan, share, or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

43. UNLAWFUL INTERNET GAMBLING AND OTHER ILLEGAL ACTIVITIES - You agree that You are not engaged in unlawful internet gambling or any other illegal activity. You agree that You will not use any of Your Accounts, access devices or services for unlawful internet gambling or other illegal activities. We may terminate Your Account relationship if You engage in unlawful internet gambling or other illegal activities.

44. SEVERABILITY - If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

45. GOVERNING LAW - This Agreement is governed by the following, as amended from time to time: the Credit Union's Bylaws; local clearing house and other payment system rules; Federal laws and regulations, including applicable principles of contract law; and the laws and regulations of the State of Kansas. As permitted by applicable law, You agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located.

46. 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 post judgment collection actions.

47. FINANCIAL EXPLOITATION - As permitted by law, We may act or decline to act to prevent, stop, or mitigate financial exploitation of an adult. For example, We may: (1) delay, decline, or place a hold on a transaction or disbursement involving the adult; (2) approve or deny other requests or modifications to the Account, such as a transfer of funds, change in ownership, or change in beneficiaries; or (3) notify a third party of the financial exploitation. We will not be liable for the actions We take on the Account if We act in good faith and exercise reasonable care. For purposes of this section, "adult" means vulnerable adult, elder adult, senior adult, eligible adult, or other person as defined by applicable law.

48. WAIVER OF RIGHT TO JURY TRIAL - YOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT THAT MAY BE WAIVED IN CERTAIN CIRCUMSTANCES AS PERMITTED BY LAW. YOU AND WE KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY SERVICES PERFORMED BY US OR PURSUANT TO THIS AGREEMENT OR ANY OTHER CONTRACT THAT YOU MAY MAKE WITH US. THIS JURY TRIAL WAIVER SHALL NOT AFFECT OR BE INTERPRETED AS MODIFYING IN ANY FASHION ANY ARBITRATION PROVISION TO WHICH YOU AND WE ARE SUBJECT, WHICH CONTAINS ITS OWN SEPARATE JURY TRIAL WAIVER.

49. CLASS ACTION WAIVER WITHOUT ARBITRATION - REGARDLESS OF WHETHER THE ARBITRATION PROVISION OF THIS AGREEMENT ARE INVOKED OR APPLIED, YOU AND WE FURTHER AGREE THAT NO CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER

REPRESENTATIVE ACTION INVOLVING CLAIMS THAT YOU HAVE AGAINST US OR THAT WE HAVE AGAINST YOU MAY BE PURSUED IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM ACCRUES OR WHEN THE FACTS UNDERLYING THE CLAIM ALLEGEDLY OCCURRED. YOU AND WE AGREE TO PURSUE ONLY OUR INDIVIDUAL CLAIMS AGAINST EACH OTHER AND TO PURSUE THEM ON AN INDIVIDUAL, NON-CLASS, NON-REPRESENTATIVE BASIS. YOU AND WE AGREE THAT NEITHER YOU NOR WE WILL BRING, PARTICIPATE IN, OR BE MEMBERS IN ANY CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE ACTION AGAINST THE OTHER.

50. AUTHORIZATION TO OBTAIN CREDIT REPORTS - In addition to the terms provided for elsewhere in this Agreement, by opening or otherwise continuing to use Your Accounts and other services with the Credit Union, You authorize the Credit Union to obtain credit or other consumer reports in connection with this Agreement, the services provided herein, for any new, update, increase, renewal, extension, or collection of credit received and for other accounts, products, or services we may offer you or for which you may qualify. You expressly authorize the Credit Union to obtain credit or other consumer reports in connection with the collection of fees and expenses due under the Agreement, including, but not limited to, collection of overdraft, insufficient funds, or other fees listed on the Fee Schedule.

51. ARBITRATION AND WAIVER OF CLASS ACTION -

READ THIS ARBITRATION PROVISION CAREFULLY. IT WILL IMPACT HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.

Under the terms of this Arbitration Agreement, and except as set forth below, “Claims” (as defined below) will be resolved by individual (and not class-wide) binding arbitration in accordance with the terms specified herein, if You or We elect it.

a. Agreement to Arbitrate. You and the Credit Union agree that We have the option to attempt to informally settle any and all disputes arising out of, affecting, or relating to Your Accounts, or the products or services the Credit Union has provided, will provide or has offered to provide to You, and/or any aspect of Your relationship with the Credit Union (hereafter referred to as the "Claims"). If informal settlement does not occur, then You agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision ("Arbitration Agreement"), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either You or Us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"), whether such Claims are in contract, tort, statute, or otherwise. If AAA is not available for any reason, the arbitrator or arbitration service shall be selected pursuant to the provisions of paragraph g of this Section and in such event all references in this agreement to AAA shall be deemed to refer to such other selected arbitrator or arbitration service. The Rules can be obtained on the AAA website free of charge at www.adr.org; or, a copy of the Rules can be obtained from the Credit Union upon request.

b. Electing Arbitration. Either You or We may elect to resolve a particular Claim through arbitration, even if one of Us has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. If You or We elect arbitration by making written demand, Your demand to Us shall be sent to Azura Credit Union, care of the President/CEO, 610 SW 10th Avenue, Topeka, KS 66612], and Our notice to You shall be sent to the most recent address for You in Our files. Neither You nor We waive Our right to elect arbitration by first filing suit in court. For example, if We file a collections suit and You file a counterclaim in response to the collection suit, You or We still have the right to choose to arbitrate the Claims asserted in the collection suit and/or in the counterclaim. Further, notwithstanding the foregoing, if You or We elect arbitration, such election will not limit or constrain Your or Our rights to: (1) interplead funds in the event of claims to funds associated with Your Account by several parties; (2) file bankruptcy in court; (3) take legal action to enforce the arbitrator’s decision; (4) request that a court review whether the arbitrator exceeded its authority or whether the arbitrator’s award should be vacated on some other ground provided by law; (5) engage in any self-help remedy, such as repossession, setoff, or sale of any collateral given by You as security for repayment of amounts owed by You under any agreement You have with Us; or (6) pursue any individual action in court by You or Us that is limited to preventing the other party from using such self-help remedy and that does not involve a request for damages or monetary relief of any kind.

c. Effect of Electing Arbitration. IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS ACCOUNT AGREEMENT AND ANY SUCH CLAIMS WILL BE DECIDED BY AN ARBITRATOR RATHER THAN BY A JUDGE OR JURY (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT).

d. Agreement Subject to the Federal Arbitration Act. This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any State law to the contrary, regardless of the 'origin or nature of the Claims at issue. This Arbitration Agreement does not prevent You from submitting any issue relating to Your Accounts for review or consideration by a Federal, State, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on Your behalf. This Arbitration Agreement shall not apply to claims that are initiated in or transferred to small claims court, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT.

e. Class Action Waiver. If either You or We elect to arbitrate a Claim, neither You nor We will have the right: (a) to participate in a class action, private attorney general action, or other representative action – whether in a judicial proceeding or in arbitration – either as a class representative or as a class member; or (b) to join or consolidate Claims with the claims of any other person. No arbitrator shall have the authority to conduct any arbitration in violation of this provision or to issue any relief that applies to any person or entity other than You and/or Us individually. The parties acknowledge that the Class Action Waiver is material and essential to the arbitration of any Claims and is non-severable from this Arbitration Agreement. If the Class Action Waiver is voided, found unenforceable, or limited with respect to any Claims for which You seek class-wide relief, then the Parties’ Arbitration Agreement (except for this sentence) shall be null and void with respect to such Claim, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. However, the Arbitration Agreement shall remain valid with respect to all other Claims. The parties acknowledge and agree that under no circumstances will a class action be arbitrated.

f. Right to Opt Out. You have the right to opt-out of this Arbitration Agreement and it will not affect any other terms and conditions of Your Account Agreement or Your relationship with the Credit Union. To opt out, You must notify the Credit Union in writing of Your intent to do so within 30 days after the Effective Date. Your opt-out will not be effective and You will be deemed to have consented and agreed to the Arbitration Agreement unless Your notice of intent to opt out is received by the Credit Union in writing at 610 SW 10th Avenue, Topeka, KS 66612 within such 30 day time period. Your notice of intent to opt out can be a letter that is signed by You or an email sent by You that states "I elect to opt out of the Arbitration Agreement" or any words to that effect. Failure to opt out of this Arbitration Agreement as provided for by this paragraph and Your continued use of Credit Union products or services shall be deemed consent to this Arbitration Agreement.

g. Selection of Arbitrator. The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules, and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unwilling or unable to

undertake the arbitration, the parties shall still be governed by the Rules (or this Arbitration Agreement to the extent of any inconsistency), however the arbitrator may be selected by mutual agreement between the parties. If, and only if, the parties are unable to mutually agree upon an arbitrator, then You will have the right to select the arbitrator, provided that such selection must comply with the following conditions: (1) the arbitration shall be conducted by a single arbitrator; (2) such arbitrator must be either (a) a licensed attorney with active status in good standing admitted to practice law in the States of Kansas, Missouri, and/or the State where You reside or (b) a licensed attorney in good standing with inactive status who, during the time such attorney held active status, was admitted to practice law in the States of Kansas, Missouri, and/or the State where You reside and, currently, is engaged full-time in the business of providing arbitration, mediation, or other alternative dispute resolution services; and (3) the arbitrator must have demonstrable experience in the subject matter or general legal practice area within which the claims to be arbitrated fall. Such "demonstrable experience" may be shown through proof of the arbitrator's areas of legal practice or other legal service (for example, cases heard or decided while serving as a judge). If the parties are unable to come to a mutual agreement as to whether a proposed arbitrator meets the foregoing criteria, then the arbitrator may be selected as provided under the Federal Arbitration Act (9 U.S.C. § 5). If You and We do not agree on a substitute forum, then You can select the forum for conducting arbitration for the resolution of the Claims.

h. Arbitration Proceedings. The arbitration shall be conducted at a location or by remote video conference, as mutually agreed upon by the parties. In the event the parties are unable to come to an agreement on where the arbitration shall be conducted, the location at which the arbitration shall be conducted (and/or method of remote video conference) will be chosen as provided by the American Arbitration Association's applicable rules and procedures for consumer disputes. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The Arbitrator shall be entitled to award the same remedies that a court can award, including any kind of relief that could be awarded by a court, including injunctive relief. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator can award any damages or relief on Your or Our individual claim that a court of law could, including individual injunctive relief and attorneys' fees when permitted under governing law. The Arbitrator's award can be entered as a judgment in any court having jurisdiction. The Arbitrator shall issue its decision in writing and include a written supporting opinion in which the Arbitrator sets forth the basis for its decision, including but not limited to findings of fact and conclusions of law. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed. The Credit Union shall pay for any filing, administration, and arbitrator fees the AAA requires the financial institution to pay. However, each party shall be responsible for its own attorney, expert, and other fees not herein identified, with the exception that the arbitrator is permitted to award attorneys' fees to the prevailing party to the extent allowed by applicable law or agreement. Nothing contained in this Arbitration Agreement shall prevent either You or the Credit Union from applying to any court of competent jurisdiction for emergency provisional relief, such as a temporary restraining order, a temporary protective order, an attachment, or any other pre-judgment remedies.

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

j. Severability. In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable.

k. Confidentiality. You and We agree that any arbitration proceeding initiated under this Arbitration Agreement shall be conducted and kept in strict confidence, meaning that You and We agree not to disclose or cause to be disclosed to any third party the dispute(s) to be arbitrated hereunder, or any of the underlying facts, circumstances, documents, and other materials relating to such dispute(s), except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge, or other court proceeding, concerning an award or its enforcement, or unless otherwise provided by law.

l. Effective Date. This Arbitration Agreement is effective upon the 31st day after We provide it to You ("Effective Date"), unless You opt-out in accordance with the requirements of the RIGHT TO OPT-OUT provision above. For all new accounts, this document was provided upon account opening. For existing Accounts: If You receive Your statements by mail, then the Arbitration Agreement was provided to You when it was mailed; If You receive Your statements electronically, then it was also provided to You within the online banking portal.

Azura® credit union

ABOVE AND **BEYOND** BANKING

Your savings federally insured to at least $250,000 and backed by the full faith and credit of the United States Government

NCUA

National Credit Union Administration, a U.S. Government Agency

EQUAL HOUSING OPPORTUNITY