

NOTICE OF ARAPAHOE CREDIT UNION MEMBERSHIP AND ACCOUNT AGREEMENT CHANGE-IN-TERMS

IMPORTANT INFORMATION ABOUT CHANGES TO THE ARAPAHOE CREDIT UNION MEMBERSHIP AND ACCOUNT AGREEMENT AND DISCLOSURES.

We've updated your Arapahoe Credit Union Membership and Account Agreement and Disclosures. The updated Membership and Account Agreement and Disclosures includes an arbitration clause which we encourage you to read carefully.

At Arapahoe Credit Union, we continually strive to provide members with the best deposit account products and services available. With that in mind, we are making important changes to our Membership and Account Agreement and Disclosures ("Agreement"). These changes will help us improve our account products and services, in the most cost-effective manner. Following is a summary of key important changes. Other changes may be present in the new Agreement. Previous sections of the Agreement may have changed numbers and/or pages due to the changes. You can obtain a complete copy of the new Agreement from us at any time on our website at https://www.arapahoecu.org/credit_union/pdf/md/welcomepacket.pdf, or by contacting us and requesting the new Agreement be sent to you via US Mail or email. Should you have any questions about a manner addressed in the new Agreement, please contact us during business hours at (303) 740-7063 or (866) 740-7063.

Changes to the Agreement are Effective within 30 days from the date of this Notice of Change in Terms.

Summary of Important Changes to Agreement Pertaining to Arbitration and Dispute Resolution.

(Section 50 of the Agreement titled "ARBITRATION AND WAIVER OF CLASS ACTION" is hereby added as follows):

50. ARBITRATION AND WAIVER OF CLASS ACTION—

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

You and the Credit Union agree that we shall 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 that cannot be done, 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. 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 at any credit union branch upon request. 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 a 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. AS A RESULT, 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 MEMBERSHIP AND ACCOUNT AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT). 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.

a. 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 unavailable to resolve the Claims, and if you and we do not agree on a substitute forum, then you can select the forum for the resolution of the Claims.

b. Effective Date. This Arbitration Agreement and Waiver of Class Action is effective May 1, 2021 (“Effective Date”).

c. Arbitration Proceedings. The arbitration shall be conducted within fifty (50) miles of your residence at the time the arbitration is commenced. 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 injunctive relief that could be awarded by a court. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator’s award can be entered as a judgment in court. 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 imposed on you by the AAA. However, you will be responsible for your own attorneys’ fees, unless you prevail on your Claim in the arbitration, in which case, we will pay your attorneys’ fees. Conversely, if the credit union prevails, then you will not be required to pay its attorneys’ fees and costs. 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 injunction, an attachment or any other pre-judgment remedies.

d. Validity and Enforcement. Any determination as to whether this Arbitration Agreement is valid or enforceable 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 below shall be determined by the Court.

e. CLASS ACTION WAIVER. ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.

f. 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.

g. 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 Membership and 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 thirty (30) days of your initial Account opening or the receipt of this Notice, whichever is later. 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: Arapahoe Credit Union, 3999 E. Arapahoe Rd., Centennial, CO 80112, within such thirty (30) day time period. Your notice of intent to opt out can be a letter that is signed by you and containing the last three digits of your member number (so that we may properly identify you) that states "I elect to opt out of the Arbitration Agreement" or any words to that effect. FOR MORE DETAILS or if you have questions, you may call us or visit a branch.

Summary of Additional Important Changes to Agreement.

(Section 1 of the Agreement titled "MEMBERSHIP ELIGIBILITY" is hereby amended as follows):

1. MEMBERSHIP ELIGIBILITY— To join the Credit Union, you must meet the membership requirements, including purchase and maintenance of the minimum required share(s) ("Membership Share") 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 reporting agencies, to verify your eligibility for the accounts and services you request. You agree that this authority applies to any account, account-related service, loan or other financial products you request or which we make available to you. Credit report information pulled may be used to assess and/or offer other Credit Union services and/or products. By signing the Credit Union's Membership application you certify that you are within the Credit Union's field of membership. In the event that the Credit Union at any time determines that you are not legally eligible for membership, or you fail to provide such information upon request as is necessary for the Credit Union to ascertain your continued eligibility for membership, or you fail to provide such information or documentation to the Credit Union as is required by law, or you fail to maintain the required membership deposit in your membership account, the Credit Union reserves the right to close your Credit Union account(s) upon notice to you. Certain types of accounts, such as IRA accounts and Health Savings Accounts, may be exempt from the membership deposit requirement if you continuously maintain a separate membership account with the required membership deposit.

(Section 3 of the Agreement titled "MULTIPLE PARTY ACCOUNTS" is hereby amended as follows):

3. MULTIPLE PARTY ACCOUNTS— An account (other than a business account) owned by two or more persons is a multiple party account (also hereinafter referred to as a "joint account").

c. 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 the amount of the returned item, overdraft, or unpaid amount and any charges or fees, 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. We may issue ATM or Debit Cards or devices to any account owner who requests them. All account owners are jointly and severally liable for all account activity related to such transaction devices

regardless of which owner(s) holds the Card(s) and regardless of which owner initiated or benefited from the Card transaction(s).

(Section 5 of the Agreement titled “TRUST ACCOUNTS” is hereby added as follows):

5. TRUST ACCOUNTS—The following rules govern trust accounts:

a. A lawfully created trust may establish an account at the Credit Union under certain criteria. A lawfully created trust is a trust which has been lawfully created in the United States pursuant to a written trust agreement executed by the Grantor/Settlor in which persons or entities have been designated to serve as Trustee(s) and administer the trust by exercising the powers and authority described in the trust agreement. If the trust is designated as revocable, all of the Settlor(s)/Grantor(s) of the trust must be current members of the Credit Union, or otherwise be within the field-of-membership and eligible to become members. If the trust is revocable and some of the Settlor(s)/Grantor(s) are not members of the Credit Union or are otherwise within the field of-membership and eligible to become members, then the trust cannot establish an account at the Credit Union. If the trust is designated as irrevocable, either (a) all of the Settlor(s)/Grantor(s) of the trust must be current members of the Credit Union, or otherwise be within the field-of membership and eligible to become members, or (b) all of the trust beneficiaries must be current members of the Credit Union. If the trust is irrevocable and all of the Settlor(s)/Grantor(s) are not current members of the Credit Union, or otherwise within the field-of-membership and eligible to become members, or all of the beneficiaries are not members of the Credit Union, then the trust cannot establish an account at the Credit Union.

b. The Credit Union does not have a trust department. Therefore, the Credit Union cannot act as a Trustee of any shares held in a trust account, nor is the Credit Union obligated to perform any administrative duties specific to a trust. You understand and agree that the Credit Union is not bound by and may disregard any specific provisions of a trust which impose any duties, restrictions or other obligations upon the Credit Union, regardless of whether the Credit Union has received a copy of the trust agreement. The Credit Union reserves the right to close any trust account at any time without prior notice by remitting the funds on deposit to the last known trustee(s).

c. Any individual trustee may act for the trust and may instruct us regarding transactions and any other account matters. Each trustee guarantees the signature(s) of all other trustee(s). Any single trustee may individually withdraw any or all funds, stop payment on items, order checks, or engage in any other activity concerning the account without the consent of the other trustee(s). In each such case, the act of any single trustee is binding upon the trust and all of the other trustee(s). We have no duty to notify any other trustee(s) about any transactions. Cross-member account transfers may be made on accounts with an exact match of trustees and account ownership.

d. The following products are not available with Trust accounts: 1) debit or savings ATM cards; 2) credit cards; 3) loans, mortgages and home equity products; and 4) IRAs.

(Section 6 of the Agreement titled “ESTATE/CONSERVATORSHIP ACCOUNTS” is hereby added as follows):

6. ESTATE/CONSERVATORSHIP ACCOUNTS—The following rules govern Estate/Conservatorship Accounts:

a. Estate Accounts. A lawfully created estate may establish an account at the Credit Union under certain criteria. A lawfully created estate is an estate created by the order of a probate court located in Colorado, or by an out-of-state court and thereafter domiciled with a Colorado probate court through an ancillary probate filing, for the benefit of a deceased person. There are two ways that an estate can qualify to open an account at the Credit Union. First, if the deceased person was a member, or was otherwise within the Credit Union field-of-membership and eligible to become a member, then an estate account may be opened. Secondly, if all of the estate beneficiaries are currently members of the Credit Union, then an estate account may be opened.

Only the persons or entities who have been designated to serve as personal representative(s) may transact business on an estate account. Any individual personal representative may act for the estate and may instruct us regarding transactions and any other account matters. If more than one personal representative is required to authorize a transaction, the estate cannot maintain an account at the Credit Union. Each personal representative jointly and severally guarantees the signature(s) and transactions performed by all other personal representative(s). Any single personal representative may individually withdraw any or all funds, stop payment on items, order checks, or engage in any other activity concerning the account without the consent of the other personal representative(s). In each such case, the act of any single personal representative is binding upon the estate and all of the other personal representative(s). We have no duty to notify any other personal representative(s) about any transactions. Cross-member account transfers may only be made in person on estate accounts.

b. Conservatorships. A lawfully court-appointed conservator may establish an account at the Credit Union for a conservatorship under certain criteria. A lawfully appointed conservator is an individual or entity that has been appointed by a Colorado court, or initially appointed by an out-of-state court and thereafter reauthorized by the order of a Colorado court, for the benefit of a person under the protection of the court. A conservatorship can qualify to open an account at the Credit Union if the protected party for whom the conservatorship was initiated is a current member or is otherwise within the Credit Union field-of-membership and eligible to become a member. Only the persons or entities who have been designated to serve as conservator(s) may transact business on a conservatorship account. Any individual conservator may act for the conservatorship and may instruct us regarding transactions and any other account matters. If more than one conservator is required to authorize a transaction, the conservatorship cannot maintain an account at the Credit Union. Each conservator guarantees the signature(s) and transactions performed by all other conservators. Any single conservator may individually withdraw any or all funds, stop payment on items, order checks, or engage in any other activity concerning the account without the consent of the other conservators, subject to any restrictions contained in the court order establishing the conservatorship. In each such case, the act of any single conservator is binding upon the conservatorship and all of the other conservator(s). We have no duty to notify any other conservator(s) about any transactions, except as otherwise required by the court order establishing the conservatorship. Cross-member account transfers are not permitted on conservatorship accounts.

c. As a condition to opening an Estate account or Conservatorship account with the Credit Union, and periodically thereafter upon request by the Credit Union, you agree to provide a completed Estate/Conservatorship Authorization Form and such additional documentation or information regarding the Estate or the Conservatorship as may from time to time be requested by the Credit Union. Failure to provide such documentation upon request may result in the involuntary closure of any Estate or Conservatorship account.

d. The following products are not available with Conservatorship accounts: 1) debit or savings ATM cards; 2) credit cards; 3) loans, mortgages and home equity products; and 4) IRAs.

(Section 9 of the Agreement titled “AGENCY DESIGNATION ON AN ACCOUNT” is hereby amended as follows):

9. AGENCY DESIGNATION ON AN ACCOUNT— 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. With respect to those accounts where an agent has been permitted we have no duty to inquire about the use or purpose of any transaction made by the agent. The member must cancel the agency designation by signing the appropriate form(s). The agency designation is automatically revoked upon the death of any of the owners of the account.

(Section 10 of the Agreement titled “DEPOSIT OF FUNDS REQUIREMENTS” is hereby amended as follows):

a. 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 (1) 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 (2) 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 ½ 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. Mobile deposit endorsements may differ, see our Online and Mobile Banking Terms and Conditions for more information. 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.

c. Substitute Checks. You agree not to deposit any substitute check or similar item that you have created, or for which no financial institution has provided any substitute check warranties and indemnity. If you do so, you agree to indemnify us for all losses we incur in connection with the substitute check or item. You agree not to deposit any substitute check without our consent.

e. Final Payment. All items or Automated Clearing House (ACH) transfers 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 or ACH transfers and impose a return item charge on your account or both. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or funds transfer. The Credit Union shall have the right to charge back against your account all previously deposited items or other items endorsed by you that are returned to the Credit Union unpaid, regardless of whether the amount of the item has been available for your use.

(Section 11 of the Agreement titled “ACCOUNT ACCESS” is hereby amended as follows):

11. ACCOUNT ACCESS—

a. Authorized Signature. Your signature on the Account Card 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. In the event that there is more than one signature card associated with any account, or in the event that there are inconsistent, incomplete or ambiguous instructions on the available signature card(s) or other information provided to the Credit Union, you agree that the Credit Union shall have the right to evaluate and interpret such instructions and available information as we deem appropriate, in our sole and absolute discretion. In the event that we elect to honor an item on one or more occasions without the original signature, that shall not obligate us to accept such items at other times. If you have authorized the use of a facsimile signature, we may honor any check or draft that appears to bear your facsimile signature, even if it was made by an unauthorized person. You authorize us to honor transactions initiated by a third person to whom you have given your account number, even if you do not authorize a particular transaction. If you elect to utilize a Bill Payer service, you expressly adopt the words “Signature on File” as your signature on any check issued on your behalf and drawn on your account. By using such service you expressly authorize us to honor all checks for payment of money drawn on your account bearing the words “Signature on File.” If you sign up for our online banking service, you understand and agree that all persons listed as joint owners on your share account shall have unlimited access to all sub-accounts established under your membership number; including but not limited to any existing checking account, Credit Card Account, Home Equity Line of Credit, etc. By signing up for online banking and/or utilizing the online banking service, you authorize all joint account owners, whether now existing or added in the future, to have unlimited access to all of your accounts, including the right to make advances under any

available credit line. Additionally, if you establish a Credit Card Account under your membership number, you understand and agree that all persons listed as joint owners on the share account under that same member number shall have unlimited access to information regarding the transaction activity and account information for that Credit Card Account.

(Section 11 of the Agreement titled "ACCOUNT ACCESS" is hereby added as follows):

c. Access Devices. Means any card, electronic access device and/or any codes, passwords, or personal identification numbers (PIN) that we issue to allow you to access and/or use any account or other services, With regard to online or internet transactions an access device shall also include any computer, smart-phone or other hardware used to make or process a transaction. You may be held liable if you fail to promptly provide notice to the Credit Union in the event of loss of your access device, or if you engage in misuse of your access device.

d. Use of Biometrics/Fingerprints. Credit Union may provide or allow access to your accounts and services through the use of fingerprints or other biometrics. You agree to the use of such biometrics, and will cooperate with the Credit Union in implementing any new technology. Biometric technologies may be used for authentication. A biometric identifier measures an individual's unique physical characteristics and compares it to a stored digital template for authentication. A physical characteristic can be a thumbprint, fingerprint, facial recognition or iris pattern. A biometric identifier can be used as a single or multifactor process. For example, Touch ID, a service provided by Apple iOS, allows you to use your fingerprint to login securely to applications instead of entering your user id and password each time. For information on how the device protects your fingerprint and Keychain data, please see the manufacturer's Privacy Policy and security guides. When you enable biometric access every person with an enrolled identifier associated with your accounts, services or device(s), such as a fingerprint, will have access to view your account information and conduct transactions on your behalf. Enrolled biometrics may expand the number of persons who have access to your account and whose actions you will be responsible for, regardless of the identity of the signers listed on your account agreement with us. THE CREDIT UNION STRONGLY ADVISES YOU TO REVIEW AND CONFIRM THAT ALL REGISTERED BIOMETRICS BELONG ONLY TO INDIVIDUALS WITH AUTHORITY TO ACCESS AND PERFORM TRANSACTIONS ON YOUR ACCOUNT. BY ACTIVATING BIOMETRIC ACCESS OR SERVICES, YOU ACKNOWLEDGE YOUR UNDERSTANDING THAT THE CREDIT UNION RELIES ON YOUR REPRESENTATION THAT ANYONE WITH A REGISTERED BIOMETRIC HAS PROPER AUTHORITY TO ACCESS YOUR ACCOUNT.

g. Powers of Attorney. The Credit Union may allow a third person acting as your attorney-in-fact to make transactions regarding your account(s), pursuant to a Power of Attorney, but you agree that the Credit Union has no obligation to do so. Additionally, in the event that more than one Attorney-in-Fact is named in a presented Power of Attorney, you agree that we have the right to accept instructions from any named Attorney-in-Fact, and that we have no obligation to track dual signatures or otherwise verify that all named Attorney(s)-in-Fact have authorized a transaction or instruction. You agree that we may in our discretion refuse to honor any Power of Attorney presented to us for any reason permitted by law. You also agree that we may rely upon a submitted Power of Attorney and that we have no obligation to verify the scope, authenticity, and validity of any Power of Attorney presented to us. If we accept the Power of Attorney, the Credit Union has no duty to inquire as to the use or purpose of any transaction(s) by your attorney(s)-in-fact, and we may restrict or refuse account access, withdrawals and transfers. Additionally, you agree that the Credit Union has no obligation to determine the duration of any Power of Attorney or the qualifications of the named Attorney(s)-in-Fact. It is the sole responsibility of the account owner(s) to notify the Credit Union to remove POA access to an account once an accepted Power of Attorney is no longer necessary or appropriate. Further, you agree that as a condition precedent to accepting a Power of Attorney we may request: **(a)** an Agent's Certification under penalty of perjury in a form deemed acceptable to the Credit Union of any factual matter concerning the Principal, the Agent, or the Power of Attorney; **(b)** an English translation of the Power of Attorney if the Power of Attorney is not legible or contains, in whole or in part, language other than English; **(c)** an opinion of legal

counsel selected by the Credit Union as to any matter of law concerning the Power of Attorney; and/or **(d)** a court order determining any matter of law or fact concerning the Power of Attorney. You agree to reimburse the Credit Union for all costs and expenses, including attorneys' fees, we incur to obtain such legal opinion, court order or otherwise handle or process any Power of Attorney that you submit to the Credit Union, and you agree to indemnify us for any loss or other expense we incur from our acceptance and reliance upon your Power of Attorney.

j. Non-Consumer Accounts—Special Rule for Unauthorized Transactions. The Credit Union must be notified of any unauthorized ACH or wire transfer activity affecting a non-consumer account no later than the close of business on the day after the Settlement Date for the transaction. The Credit Union shall have no liability to you for untimely received notifications of unauthorized account activity.

k. Electronic Records and Receipts. Certain Credit Union transactions are authenticated or verified by means of electronic receipts, electronic or digital signatures or other acknowledgments. Additionally, certain Credit Union records are maintained electronically rather than in paper form. As a condition of your membership with the Credit Union, you hereby consent to such electronic methods of doing business and further agree to be bound by your electronic signatures or other acknowledgments relating to your account and loan transactions with the Credit Union. Additionally, you agree that we may at our discretion store all records pertaining to your accounts and transactions electronically and that we have no obligation to retain original copies.

(Section 13 of the Agreement titled “INTERNATIONAL WIRE TRANSFERS” is hereby added as follows):

13. INTERNATIONAL WIRE TRANSFERS – In the event you elect to wire funds internationally, you agree to follow the Credit Union’s procedures and requirements for international wire transfers. The Credit Union has the right to rely upon the information which is provided by you for such wire transfer, and it is your responsibility to fully and accurately complete the Outgoing International Wire Transfer Request form and to provide accurate account and routing numbers and swift codes to the Credit Union. Failure to do so may delay or prevent the wire. The Credit Union and other institutions may rely on the information and account numbers that you provide, even if they identify a different party or institution. You acknowledge that some receiving banks and intermediary banks may also charge a fee for their services which will be deducted from the proceeds of the wire. You also understand that some international wires may be delayed and you agree to indemnify and hold the Credit Union harmless for any delays or for losses incurred by you or any third party because of the daily exchange rate fluctuations or incorrect information provided by you.

(Section 14 of the Agreement titled “ELECTRONIC CHECK TRANSACTIONS” is hereby added as follows):

14. ELECTRONIC CHECK TRANSACTIONS—

a. Electronic Checks. If you authorize a merchant to electronically debit your checking account using the routing, account and serial number of your check to initiate the transfer, whether the check is blank, partially or fully completed and signed, such authorization is an electronic check conversion. An electronic check conversion is an Electronic Funds Transfer (“EFT”) subject to the terms of the Electronic Funds Transfer Agreement/Disclosures. You authorize us to honor any electronic check conversion from your checking account just the same as a regular written check.

b. Electronic Check Authorization. When you or any person with authority authorize any Electronic Check you agree: (1) that we may pay the item as submitted to us; (2) that you shall be solely responsible for all information transmitted regarding such item(s) including but not limited to the payee(s) the amount(s) of the item(s), and endorsements or the lack thereof; and (3) you agree to indemnify us for all losses we incur in connection with any Electronic Check you authorize.

c. Electronic Re-presented Checks or Other Items. If you write a check on a personal account that we return unpaid because of insufficient or uncollected funds, the payee or any subsequent holder of the check may re-present the check to us, through an electronic instruction (“Electronic Re-Presented Check”) to charge your account for the amount of the check. For information regarding the effect of fees on re-presented items see section 18(b) of this Agreement entitled “Multiple Presentment”. If we receive an electronic re-presented check, we will pay or return the electronic re-presented check as if the original paper check was presented to us. Any collection fee you authorize the merchant to debit from your account is an electronic funds transfer subject to the terms of the Electronic Funds Transfer Agreement/Disclosures. If you want to reverse an electronic re-presented check, you must complete a Written Statement Under Penalty of Perjury form within 15 days after we send or make available to you the periodic statement that reflects payment of that electronic re-presented check. In your signed written statement, you must certify under penalty of perjury that the electronic re-presented check was ineligible or unauthorized. If we receive a proper written statement from you within the 15-day period, we will re-credit your account with the amount of the charge. If you wish to stop payment of any electronic re-presented check, you must follow the procedures contained in the Agreement for stopping payment of checks, not the procedures for stopping payment on electronic loan or bill payments. If you ask us to request the depositor’s bank to send us the original paper check or a copy of the paper check, and we provide it to you, you agree that you will not seek to have your account re-credited due to a prior stop payment order or if the item is otherwise ineligible for collection.

(Section 16 of the Agreement titled “TRANSACTION LIMITATIONS” is hereby amended as follows):

16. TRANSACTION LIMITATIONS—

a. Withdrawal Restrictions. We will pay checks or drafts, permit withdrawals, and make transfers from available funds in your account. The availability of funds in your account may be delayed as described in our Funds Availability Policy Disclosure. We may also pay checks or drafts, permit withdrawals, and make transfers from your account from insufficient available funds if you have established an overdraft protection plan or, if you do not have such a plan with us, in accordance with our overdraft payment policy. Your “available funds” are equivalent to your account balance minus funds being held as a result of (i) pending authorizations or transactions, (ii) minimum balance requirements, and/or (iii) check holds (please refer to the Funds Availability disclosure for more information regarding check holds). Checks or other transfer or payment orders (“withdrawals”) that are drawn against insufficient available funds will be subject to fees as set forth in the Fee Schedule. If there are sufficient available funds to cover some but not all of your withdrawal orders, we may allow those withdrawals for which there are sufficient available funds in any order at our discretion.

We may refuse to allow a withdrawal in some situations and will advise you accordingly if: (1) there is a dispute between account owners (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; (5) you fail to repay a Credit Union loan on time; or (6) we receive notice that you have engaged in illegal account activity or account activity that the Credit Union reasonably believes may cause a loss to the Credit Union. We may require you to give written notice of any intended withdrawals from any account not less than seven (7) days and up to sixty (60) days before such withdrawal, except for the funds in the Checking Account.

In addition to the foregoing, if any person should request a large cash withdrawal from the Credit Union (the definition of which shall be within the Credit Union’s sole discretion) in lieu of other methods of transferring funds offered by the Credit Union, the Member hereby releases the Credit Union from any and all liability, claims and demands whatsoever which arise from or in any way relate to the Member’s possession of any large sums of cash from the moment possession of same is made available to the Member; and Member will execute and deliver any further receipts or releases the Credit Union may require in connection with any such withdrawal.

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 Funds Transfer Agreement and Disclosure. You may make unlimited withdrawals or transfers to any of your accounts in person, by mail, or at an ATM. However, we may refuse or reverse a transfer that exceeds the applicable transfer limitations and may assess fees against, suspend, or close your account.

c. Over-The-Counter Check Presentation. You agree that we may impose a fee as set forth in the Fee Schedule on the payee or other holder of a check or other item drawn against your account(s) that is presented for payment over-the-counter (in-person or otherwise) at the Credit Union rather than being deposited in an account at another institution and presented for payment through the check collection system. You also agree that as a condition precedent to honoring any item drawn against your account(s) that is presented for payment over-the-counter (in-person or otherwise), we shall have the right to request and require a fingerprint, thumbprint or other verification information from the individual(s) presenting the item(s), and you agree to indemnify and hold us harmless from any claims associated with our refusal to honor any such item(s) when the individual(s) presenting such item(s) refuse our requests.

(Section 16 of the Agreement titled “TRANSACTION LIMITATIONS” is hereby added as follows):

e. Payment Order of your Transactions. To assist you in handling your account(s) with us, we are providing you with the following information regarding how we process the items that you authorize. When processing items drawn on your account, our policy is to pay them as we receive them. We commonly receive items to be processed against your account(s) multiple times per day in what is referred to as presentment files. Each presentment file received commonly contains a large amount of a specific type of item (Check, ACH, or ATM/POS). It is common for each of these presentment files to contain multiple items to be processed against your particular account. In this case, when multiple items are received at once, the items will be paid as follows: checks are paid in ascending check number; ACH items in each presentment file post credits first, then debits paid in the order received. Items performed in person such as withdrawals or checks cashed at one of our locations or a shared branch, are generally paid at the time they are performed. **WHY THIS IS IMPORTANT TO YOU:** The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. Please note that items are paid from the “available funds” in your account (as defined above). The actual balance in your account may be higher than the available funds, because a portion of the funds on deposit in your account may not be available due to debits authorized but not yet cleared. If an item is presented without sufficient available funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The amounts of the overdraft and NSF fees are disclosed elsewhere in this Agreement and/or our Fee Schedule. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts, or performing debit or other withdrawal orders, without sufficient available funds and incurring the resulting fees. 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 account. Please contact us if you have questions about how we pay checks or drafts and process transfers and withdrawals.

(Section 18 of the Agreement titled “OVERDRAFTS” is hereby amended as follows):

18. OVERDRAFTS—

a. Payment of Overdrafts. If, on any day, the available funds in your share or deposit account are not sufficient to pay the full amount of a check, draft, item, transaction, or other item posted to your account plus any applicable fee (“overdraft”), those amounts will be handled in accordance with our overdraft procedures or an overdraft protection source you have with us. The Credit Union’s determination of an insufficient available account balance may be made at the Credit Union’s sole discretion at any time between presentation and the Credit Union’s midnight deadline with only one (1) review of the account required. We are not required to

notify you if your account does not have sufficient available funds to cover checks, fees or other posted items. Your account may be subject to a charge for each overdraft regardless of whether we pay or return the overdraft. Except as otherwise agreed in writing, if we exercise our right to use our discretion to pay an overdraft, we do not agree to pay overdrafts in the future and may discontinue covering overdrafts at any time without notice. If we pay an overdraft or impose a fee that overdraws your account, you agree to pay the overdrawn amount in accordance with your overdraft protection plan or, if you do not have such a plan, in accordance with our overdraft payment policy. We reserve the right to pursue collection of previously dishonored items at any time.

PLEASE NOTE THAT YOU MAY STILL OVERDRAW YOUR ACCOUNT EVEN THOUGH THE AVAILABLE BALANCE APPEARS TO SHOW THERE ARE SUFFICIENT AVAILABLE FUNDS TO COVER A TRANSACTION YOU WANT TO MAKE. Your Available Balance does not reflect your outstanding checks, automatic bill payments, or any other outstanding transactions that have not been paid from your account. These items will not be reflected in your Available Balance until presented to us and paid from your account. Holds on deposits may not be reflected, as described in our Funds Availability Disclosure. In addition, your Available Balance may not reflect all of your pending Debit Card or ATM card transactions. The Credit Union has no control over how and when transactions are presented to us to be paid.

NOTE: Holds placed on your account balance for pending Debit Card/electronic transactions, including gasoline, hotels, car rentals, etc., may reduce your Available Balance for an amount that may vary from the actual purchase amount, which may or may not be presented for payment. These same holds also reduce the available funds for subsequent purchases. Failing to account for outstanding items may cause your account to become overdrawn and fees assessed.

(Section 18 of the Agreement titled "OVERDRAFTS" is hereby added as follows):

b. Multiple Presentments. Fees will be assessed with each item paid into overdraft or returned unpaid (nonsufficient funds). Multiple "presentments" are any time an item or transaction is presented for payment multiple times by third party vendors (which acts are beyond the control of the Credit Union). Each presentment will be charged a separate Non-Sufficient Funds/NSF fee or Courtesy Pay fee even though it may be for a repeat presentment. In other words a single check, debit or other withdrawal will be subject to multiple fees if presented multiple times.

c. Overdraft Protection. If we have approved an overdraft protection for your account, we will honor checks, Debit Card transactions, fees or other items posted to your account, drawn on insufficient funds by transferring funds from another source, as you have directed, or as required under the Credit Union's overdraft protection policy. If you have not directed us to pull funds from another source, we will automatically use your savings account as the overdraft source. The fee for overdraft transfers, is set forth in the Fee Schedule. The Credit Union may rely upon your overdraft authorization until it is revoked or modified in writing by any account owner or an authorized representative, or by court order. You agree that all checking account overdraft transactions shall be governed by the Credit Union's current membership and deposit account contracts, rules and regulations, and fee schedules. You further agree that the Credit Union shall have no duty to make inquiries or monitor any overdraft account activities, payments, withdrawals, deposits, use of funds, or other actions of any account owner. You shall remain personally liable to the Credit Union for any overdraft activity, and agree to indemnify and hold the Credit Union harmless from any and all loss, cost or damage incurred or suffered by the Credit Union at any time by reason of the Credit Union honoring your instructions concerning overdraft activity or paying any overdraft. The terms and existence of your overdraft protection privileges may be revoked, modified or supplemented by the Credit Union at any time with or without advance notice to you.

d. Third Parties. You understand and agree that we have no control over how the third parties (or entities who process transactions for them) you elect to do business with "code" transactions. For instance, these third

parties have full control over the amounts of transactions they may enter per your relationship with them; and they may code transactions as recurring or non-recurring which may affect the payment order of transactions and the application of any overdraft protection or Courtesy Pay services you have with us. You authorize us to accept transactions based upon the coding submitted by third parties; and that we may rely upon such coding in processing all transactions and services for you.

(Section 20 of the Agreement titled “STOP PAYMENT ORDERS” is hereby amended as follows):

20. STOP PAYMENT ORDERS—

a. Stop Payment Order Request. Any owner may request a stop payment order on any check or draft drawn on the owner’s account. You may also request a stop payment on a series of checks which are lost or stolen. To be binding, the order must be in writing, dated and signed, and must accurately describe the check or draft, including the exact account number, the check or draft number, and the exact amount of the check or draft. You understand that this exact information is necessary for the Credit Union’s computer to identify the check or draft. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it in order for it to be effective. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the check. If we recredit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or the holders of the check or draft, and to assist us in any legal action. The Credit Union shall not be responsible or liable for failing to stop payment of any check or other instrument, if the instrument has been modified or issued in such a way that prevents the Credit Union from being able to reasonably identify or track the instrument.

(Section 21 of the Agreement titled “CREDIT UNION LIABILITY” is hereby amended as follows):

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: (1) your account contains insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; (4) your account funds are subject to legal process or other claim; or (5) your account does not meet our membership requirements as set forth in this Agreement. We also reserve the right to deny liability related to any transaction when we determine that your own actions or omissions to act substantially contributed to the incurrance of the claim or loss. We will not be liable for consequential damages, except liability for wrongful dishonor. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general banking 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. In the event that a conflict or ambiguity arises between the terms of your signature card, your historical account documentation, your transaction documentation and any other documentation that we may receive or have in our possession related to you or your account(s), you agree that the Credit Union shall have the right to interpret such documentation or information in the manner deemed the most logical and appropriate by the Credit Union under the circumstances, and that the decision and interpretation of the Credit Union in that regard shall be final and binding upon you and all third parties, and shall not be subject to review or contestation. For questions of fact and/or law that cannot be reasonably interpreted by the credit union, you agree that the credit union may seek an opinion of legal counsel or seek a judicial declaration by initiating an interpleader action. You agree to pay all reasonable attorneys’ fees and costs incurred by us in obtaining such a legal opinion or seeking a judicial declaration.

(Section 24 of the Agreement titled “CREDIT UNION LIEN AND SECURITY INTEREST” is hereby amended as follows):

24. CREDIT UNION LIEN AND SECURITY INTEREST— By applying for membership at the Credit Union, you unconditionally grant the Credit Union a consensual security interest in all of your funds at any time on deposit with the Credit Union to secure all amounts that you may owe now or in the future owe to the Credit Union. You pledge all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future (except obligations secured by your principal residence). If you or any person named as a joint account holder with you owe us money as a borrower, guarantor, endorser, account holder or otherwise, we may use the funds on deposit in any of the accounts in which you have an ownership interest to pay all or any portion of any debt or other amount which you or any joint account holder owe to us.

(Section 25 of the Agreement titled “CREDIT UNION RIGHT TO OFFSET” is hereby added as follows):

25. CREDIT UNION RIGHT TO OFFSET – Subject to applicable law, we may exercise our right to offset our secure interest against any and all of your accounts (except IRA and SEP IRA plan accounts, or other accounts where our right to offset some form of payment deposited to the account is prohibited by applicable law) without advance notice, for any liability or debt of any of you, whether joint or individual, whether direct or contingent, whether now or hereafter existing, and whether arising from overdrafts, endorsements, guarantees, loans, attachments, garnishments, levies, attorneys’ fees or any other obligations. If the account is a joint or multiple-party account, each joint or multiple-party account holder authorizes us to exercise our right of offset against any and all accounts of each account holder. Our right to apply funds in an account to any such debt shall survive the death of any account holder, and we shall have priority of the right over any beneficiary of this account.

(Section 26 of the Agreement titled “LEGAL PROCESS” is hereby amended as follows):

26. LEGAL PROCESS— If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest. Any collateral pledged by you at any time as security for any of your loan obligations to us (excluding real estate loans) shall also serve as collateral to secure payment of any and all other liabilities or obligations which you now or in the future may owe to us until we agree in writing to release our security interest on such loan collateral. This cross-collateral right of the Credit Union shall also extend to any and all additions, accessions, attachments, improvements, accessories, repairs, replacements or substitutions to such pledged collateral. If we receive a garnishment or levy on any of your accounts, you agree that the Credit Union may offset any amount subject to garnishment or levy against any indebtedness that you may now or hereafter owe to the Credit Union. Additionally, you agree that the Credit Union may assess your account a reasonable fee not to exceed \$50 to compensate the Credit Union for the cost of processing the garnishment or levy.

(Section 28 of the Agreement titled “NOTICES” is hereby amended as follows):

28. NOTICES—

a. Name or Address Changes. You are responsible for notifying us of any address or name change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to

us. We may require all name and address changes to be provided in writing or submitted through another secure method as determined by the Credit Union. Verification of an address change may require signed written notice. In the absence of such notice, any mail, disclosure or notice to you at any address, forwarding address, or email address on our records will be deemed properly addressed and constitute effective delivery of any item we may be required to provide, regardless of actual receipt by you. We may discontinue sending any statements, notices or other items until you correct any deficiency under this provision. If we receive notice from the United States Postal Service that you have changed your address, we will suspend all paper mail including monthly statements and other correspondence until you verify your address change with us. To verify your address, you must contact the Credit Union in the manner stated above. If we attempt to locate you, we may impose a service fee as set forth in the Fee Schedule.

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. Any electronic notice we send you is effective the date and time of transmission.

(Section 30 of the Agreement titled “STATEMENTS” is hereby amended as follows):

30. STATEMENTS—

a. Contents. If we provide a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one (1) statement is necessary for joint accounts. If a statement is returned to us by the United States Postal Service, we reserve the right to hold further statements until you provide us with a good address. 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. You understand and agree that statements are made available to you on the date they are sent to you. You also understand and agree that checks, drafts or copies thereof are made available to you on the date the statement is sent to you, even if the checks or drafts do not accompany the statement.

(Section 31 of the Agreement titled “INACTIVE ACCOUNTS” is hereby amended as follows):

31. INACTIVE ACCOUNTS— If your account falls below any applicable minimum balance and you have not made any transactions over a period specified in the Fee Schedule, we may classify your account as inactive or dormant. Unless prohibited by applicable law, we may charge a service fee, as set forth in the Fee Schedule, for processing your inactive account. If we impose a fee, we will notify you, as required by law, at your last known address. 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 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 be presumed to be abandoned. If your account is classified as inactive, or is declared abandoned, we may close your account and return the funds on deposit to your address of record. The posting of dividends to an account is not considered member-generated activity by the State of Colorado Escheat law. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds, and if you choose to reclaim such funds, you must apply to the appropriate state agency.

(Section 34 of the Agreement titled “TERMINATION OR RESTRICTION OF MEMBERSHIP, ACCOUNTS AND SERVICES” is hereby amended as follows):

34. TERMINATION OR RESTRICTION OF MEMBERSHIP, ACCOUNTS AND SERVICES— You may terminate your membership by giving us notice and complying with the policies and procedures of the Credit Union. Termination will not release you from any fees or obligations you owe us, those incurred in the process of closing your accounts or services or your liability on outstanding items or Transactions. You may terminate a single party account at any time by notifying us in writing. We have the right to require the written consent of all parties to a multiple party account prior to terminating that account. We are not responsible for any draft, withdrawal, item or Transaction after your account is terminated. However, if we pay any item after termination, you agree to reimburse us upon demand. You further agree that we can terminate your membership, any account or service for cause based on any of the circumstances defined in this Agreement; without notice or further action. We, in our sole discretion, may terminate, limit or restrict, or change the terms, as we in our sole discretion deem appropriate, any of your account(s) or service(s), including but not limited to loan services, or place a freeze on any sums on deposit with us at any time without notice or require you to close your account(s)/service(s) and apply for a new account(s)/service(s) if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks or drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; (7) the Credit Union incurs any loss or believes it may incur any loss relating to any loan(s), account(s) or service(s) you have with us; (8) if we believe you have been negligent in protecting any access devices or codes; (9) we deem it necessary to protect the Credit Union from any actual or potential risk, loss or harm, or otherwise deem it to be in the best interests of the Credit Union, our members or our employees; (10) you breach any promise under this Agreement or any other agreements with us including but not limited to any default or other delinquency with regard to any loan or other agreements; (11) if bankruptcy or any other insolvency proceeding is filed by or against you, or if we otherwise deem you to be insolvent or incapable of meeting your obligations to us; (12) you refuse or fail to cooperate as provided in this Agreement; (13) you violate any Credit Union policy, procedure or standard or any law, regulation or rule, (14) you engage in behavior perceived by the Credit Union to be abusive, damaging or demeaning to any Credit Union staff person or member; (15) you have falsified any information submitted to the Credit Union or failed to promptly provide such documentation or information as is reasonably requested by the credit union to verify your account, or (16) you engage in conduct determined by credit union management to be detrimental to the interests of the Credit Union. We, on our own accord, may place a stop payment on any check, item or Transaction if we are notified or otherwise reasonably believe that any of the foregoing circumstances have occurred. If you do not accept any deposit or part of a deposit that we attempt to return after termination, then such deposit will no longer earn dividends. You may terminate an individual account by giving written notice.

(Section 40 of the Agreement titled “ENFORCEMENT” is hereby amended as follows):

40. 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 interpleader action, appeal, bankruptcy proceedings, and any post-judgment collection actions. You also agree that in collecting amounts owed to us, we may retain

the services of a collection agency and pay such agency a fee calculated on a percentage basis of the unpaid debt. In that event, you further agree: (i) that the amount of such fee will be our actual cost of collection (exclusive of any court costs); (ii) to pay these amounts; and (iii) that such fee is reasonable.

(Section 45 of the Agreement titled “PHONE SOLICITATION” is hereby amended as follows):

45. PHONE SOLICITATION— You agree and authorize us to contact you by phone from time to time, to provide you credit union related information, and for the purpose of offering you products and services that are offered by the credit union or its affiliates. When you give a telephone number directly to us or our agents, or place a telephone call to us or our agents, you authorize us or our agents to place calls to you at that number.

(Section 49 of the Agreement titled “PRIVACY AND CONFIDENTIALITY” is hereby added as follows):

49. PRIVACY AND CONFIDENTIALITY—Every person on the Credit Union’s premises has the expectation and right that their private and confidential information will be protected and remain private and confidential. In furtherance of those privacy and confidentiality expectations, the Credit Union expressly prohibits any form of photography, filming or recording on any Credit Union premises, including at or near any ATM, drive-up facility or other device which may display or allow determination of confidential information, without the Credit Union’s prior express permission.

(Section 51 of the Agreement titled “NATURAL DISASTERS, PANDEMICS OR SIGNIFICANT HEALTH CONCERNS AND OTHER ACTS OF GOD” is hereby added as follows):

51. NATURAL DISASTERS, PANDEMICS OR SIGNIFICANT HEALTH CONCERNS AND OTHER ACTS OF GOD—

a. Force Majeure. The Credit Union will not be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, utility disruption, natural catastrophes, governmental declarations, acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy. This clause shall continue to apply for a reasonable period of time after the cause addressed above has subsided sufficient to allow resumption of services.

b. Official Health Guidance. All Credit Union facilities reserve the right to follow/implement official health guidance issued by governmental entities and/or health organizations which may include but are not limited to: closure of the Credit Union facilities; social distancing; requiring the use of personal protective equipment (masks, gloves, clear eye coverings or other requirements). These requirements may vary from location to location; and may change from time to time.