PARTNER COLORADO
CREDIT UNION
ACCOUNT
AGREEMENT

Account Agreement

Important Notice
This document is your permanent copy of Partner Colorado Credit Union's Account Agreement. Please keep this document for your records. The information contained in this document is extensive and complex; therefore it is recommended that you ask a Partner Colorado Credit Union representative to clarify anything you do not fully understand. The table of contents below is provided for easy reference.

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Introduction

WELCOME TO PARTNER COLORADO CREDIT UNION,
Partner Colorado is a full-service financial institution dedicated to serving the financial needs of our members. At Partner Colorado, you're not just a customer; you're an owner or "stakeholder" in a unique financial cooperative that operates not for profit, but for service.

CREDIT UNIONS ARE UNIQUE
The Credit Union philosophy is based on the idea of "people helping people." Members' savings or "shares" provide a source of low-cost loans for the membership. Partner Colorado is owned by its members, so there are no outside investors or stockholders to pay. All income generated by loans, in excess of Partner Colorado's operating expenses and required reserves, is given back to our members in the form of above-average dividends (interest) on savings, low loan rates and a wide range of other money-saving services. Membership in Partner Colorado will provide you and your family with a lifetime of exclusive benefits and privileges, even if you change jobs, retire or relocate.

WHO IS ELIGIBLE TO JOIN?
Membership in Partner Colorado is open to all active or retired Colorado Postal employees, active or retired Denver Water Employees and active or retired HealthONE employees.

In addition, any resident who is 55 or older and living within a 25-mile radius of any Partner Colorado branch is eligible to join. Employees of approved Select Employer Groups (SEGs) are also eligible to join, as well as persons living or working within defined communities as specified in the Credit Union's Bylaws. In addition, all individuals who live or work in the following counties are eligible for membership: Denver, Adams, Jefferson, Douglas and Arapahoe. Once you become a member, your entire family (related to you by blood, marriage or adoption) as well as individuals living in your residence are eligible to join, too.

Membership and Account Agreement

This Agreement covers your and our rights and responsibilities concerning the accounts Partner Colorado offers. In this Agreement, the words "you" and "yours" mean anyone who signs an Account Card or Account Change Card (Account Card). When the words "we", "us", and "our," are used, they are referring to the Credit Union. The word "account" means any share or other account you have with the Credit Union.

Your account type(s) and ownership features are designated on your Account Card. By signing an Account Card, each of you, jointly and severally, agree to the terms and conditions in this Agreement and Account Card, The Funds Availability Policy Disclosure, Truth-in-Savings Rate and Fee Schedule (Rate and Fee Schedule), and any Account Receipt accompanying this Agreement, as well as the Credit Union's Bylaws and Policies; and any amendments to these documents which collectively govern your Membership and Accounts.

MEMBERSHIP ELIGIBILITY

To join the Credit Union you must meet the membership requirements including purchase and maintenance of at least one (1) share ("membership share") also known hence forward as savings minimum balance as set forth in the Credit Union's Bylaws. You authorize us to check your account, credit history and employment, in addition to obtaining reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request at the Credit Union.

SINGLE-PARTY ACCOUNTS

A single-party account is an account owned by one member (individual, corporation, partnership, trust or other organization) qualified for credit union membership. If the account owner dies, the interest passes, subject to applicable law, to the decedent'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.

MULTIPLE-PARTY ACCOUNTS

An account owned by two or more persons is a multiple-party account. Each named account owner will have equal powers with respect to your joint account.

MULTIPLE-PARTY ACCOUNT DEFINITIONS

Rights of Survivorship: Unless otherwise stated on the Account Card, a multiple-party account includes rights of survivorship. This means when one owner dies, all sums in the account will pass to the surviving owner(s). For a multiple-party 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.

Control of Multiple-Party Accounts: Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transaction and other account matters. Each owner guarantees the signature of any other owner(s). Any owner may withdraw all funds, stop payment on items, transfer or pledge to us all or any part of the shares without the consent of the other owner(s). You agree that any money in a joint account may be paid to any of the joint owners of the account. 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 to act.

Multiple-Party Account Owner Liability: If a deposited item in a multiple-party account is returned unpaid, an 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, regardless of who initiated or benefited from the transaction. If one or more owners owe the Credit Union money that is due, we can, to the extent permitted by law, enforce our rights against any account of an owner, or all funds in the multiple-party accounts, regardless of who contributed them.

PAYABLE ON DEATH (POD)/TRUST ACCOUNT DESIGNATIONS
A POD account or trust account designation is an instruction to the Credit Union that a single or multiple-party account so designated is payable to the owner(s) during his, her or their lifetimes and, when the last account owner dies, payable to any named and surviving POD or trust beneficiary/payee. Accounts payable to more than one surviving beneficiary/payee are owned jointly by such beneficiaries/payees without rights of survivorship. Any POD or trust beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs), which are governed by a separate beneficiary/payee designation. We are not obligated to notify any beneficiary/payee of the existence of any account or the vesting of the beneficiary/payee interest in any account, except as otherwise provided by law.

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

UNIFORM TRANSFERS/GIFTS TO MINORS ACCOUNT
A Uniform Transfers/Gifts to Minors Account (UTTMA/UGMA) 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 entitled to make deposits, withdrawals or close the account. We have no duty to inquire about the use or purpose of any transaction. 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 withdrawal.

AGENCY DESIGNATION ON AN ACCOUNT
An agency designation on an account is an instruction to us that the owner authorized 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.

DEPOSIT OF FUNDS REQUIREMENTS
Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with the requirement set forth on the Rate and Fee Schedule.

Endorsements: We may accept transfers, checks 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 the items are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check or item that is payable to two or more persons is ambiguous as to whether it is payable to either person, we may require endorsement as set forth on the item. If insurance, government or other check requires an endorsement as set forth on the back of the check, we may require endorsement as set forth on the item. Endorsements must be made on the back of the check within 1½ inches from the top edge, although we may accept endorsements outside this space.

Mobile deposit endorsements may differ, see mobile deposit requirements 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.

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. Deposits made by mail or at unstaffed facilities are not our responsibility until we receive them. We are not liable for the negligence of any correspondent, or for loss in transit, and 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.

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. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or funds transfer.

Direct Deposits: We may offer pre-authorized deposits (e.g., payroll checks, Social Security, retirement, or other government checks) or preauthorized transfers from other accounts. You must authorize each direct deposit or preauthorized transfer by filling out a separate form. You must notify us at least thirty (30) days in advance to cancel or change a direct deposit or transfer option. Upon a bankruptcy filing, unless you cancel an authorization, we will continue making direct deposits in accordance with your authorization on file with us. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

Crediting of Deposits: Deposits made after the deposit cutoff time and deposits made on either holidays or days that are not our business days; will be credited to your account on the next business day.

ACCOUNT ACCESS

Authorized Signature: Your signature on the Account Card authorizes your account access. We will not be liable for refusing to honor any items or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any check 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.

Access Options: You may withdraw or transfer funds from your account(s) in any manner we permit (e.g., at an automated teller machine, in person, by mail, automatic transfer, online, mobile banking or telephone, as applicable). We may return as unpaid any check drawn on a form we do not provide and you are responsible for any loss we incur handling such a check. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney.

Electronic Check Transactions

i. **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 and Disclosure. You authorize us to honor any electronic check conversion from your checking account just the same as a regular written check.

ii. **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.

iii. **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 the section 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 represented 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.

ACH Transfers: You may initiate or receive credits or debits to your account through ACH transfer. You agree that if you receive funds by an ACH transfer, we are not required to notify you at the time the funds are received. Instead, the transfer will show on your periodic statement. We may provisionally credit your account for an ACH transfer before we receive final settlement. We may reverse the provisional credit or you will refund us the amount, if we do not receive final settlement.

Wire Transfers: Except as amended by this Agreement, permitted electronic fund transfers that are subject to Article 4A of the Uniform Commercial Code, will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the Credit Union is located. We may execute certain requests for an electronic funds transfer by Fedwire. Fedwire transactions are subject to Federal Reserve Board Regulation J. You may order an electronic funds transfer to or from your account. We will debit your account for the amount of the electronic funds transfer and will charge your account for any fees related to the transfer. Unless we agree otherwise in writing, we reserve the right to refuse to execute any order to transfer funds to or from your account. We are not obligated to execute any order to transfer funds out of your account if the amount of the requested transfer, plus applicable fees, exceeds the available funds 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. We will not provide you with next-day notice of wire transfers and other electronic payments 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. 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 for the period of delay as required by applicable law. The dividends or interest paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period. Payment orders we accept will be executed within a reasonable time of receipt but may not necessarily be executed on the date they are received. Cutoff times may apply to the receipt, execution and processing of fund transfers, payment orders, cancellations and amendments. If a request for a fund transfer, payment order, cancellation or amendment is received after a cutoff time, it may be treated as having been received on the next fund transfer business day. Information about cutoff times is available upon request. From time to time, we may need to suspend processing of a transaction for greater scrutiny or verification in accordance with applicable law, and this action may affect settlement or availability of the transaction. When you initiate a wire transfer, you may identify the recipient and any financial institution by name and account or by identifying number. The Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or identifying number, even if the number identifies a different person or financial institution. Any account owner may amend or cancel a payment order, even if that person did not initiate the order. We may refuse any request to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request that we accept to amend or cancel a payment order 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. We may require you to follow a security procedure to execute a payment order or certain electronic funds transfer transactions. We will notify you of any such security procedures. Unless we permit you to establish a different security procedure, you agree that the security procedures contained in the Credit Union's policies, of which we have notified you, are commercially reasonable verification of payment orders and other electronic fund transfers. If we permit you to establish a different security procedure, you agree that procedure is a commercially reasonable method of verifying electronic fund transfers. If we conduct a remittance transfer(s) on your behalf acting as a remittance transfer provider, such transactions will be governed by 12 C.F.R. part 1005, subpart

B-Requirements for 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. 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.

WITHDRAWAL RESTRICTIONS: We permit withdrawals only if your account has sufficient available funds to cover the full amount of the withdrawal or if you have an established overdraft protection plan and/or you are eligible and have chosen to "opt-in" for courtesy pay. Checks, other transfers or payment orders which are drawn against insufficient funds, may be subject to a service charge as set forth in the Rate and Fee Schedule. We may refuse to allow a withdrawal in some situations and will advise you accordingly.

For example:

- **i.** A dispute between account owners (unless a court has ordered the Credit Union to allow the withdrawal);
- **ii.** A legal garnishment or attachment is served;
- **iii.** The account secures any obligation to us;
- **iv.** Required documentation has not been presented; or
- **v.** You fail to repay a Credit Union loan on time. We may require you to give written notice of seven (7) days to sixty (60) days before any intended withdrawals.

CREDIT UNION EXAMINATION

We may disregard information on any check, other than the signature of the drawer, the amount 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.

UCC ARTICLE 4A

Disclosures regarding electronic "wholesale credit" transactions are subject to Uniform Commercial Code Article 4A.

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

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

Choice of Law: We may accept payments to your account on your behalf, which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act, and your rights and obligations with respect to such payments shall be considered in accordance with, and governed by the laws of the state of Colorado, unless it has otherwise been specified in a separate agreement that the law of some other state shall govern.

ACCOUNT RATES AND FEES

We pay dividends/interest and assess fees against your account as set forth in the Rate and Fee Schedule. We may change the Rate and Fee schedule at any time and will notify you as required by law.

CREDIT UNION RIGHT OF OFFSET

Subject to applicable law, we may exercise our right to offset or 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.

ACCOUNT SERVICING AND COLLECTION

In order for us to service your account or collect any amount you owe, you agree that we may contact you by phone, text, email, or mail. We are permitted to use any address, telephone number or email address you provide. You agree to provide accurate and current contact information and only give us phone numbers and email addresses that belong to you.

When you give us a phone number, you are providing your express consent permitting us (and any party acting on behalf of the Credit Union) to contact you at the phone number you provide. We may call you and send you text messages. When we call you, you agree that we may leave prerecorded or artificial voice messages. You also agree that we may use automatic telephone dialing systems in connection with calls or text messages sent to any telephone number you give us, even if the telephone number is a mobile phone number or other communication service for which the called party is charged.

DIVIDEND PAYMENTS

From time to time, we may offer you Dividend Payments ("Dividends"). You acknowledge that the Credit Union has no obligation to offer you Dividends. We may offer you Dividends, although you recognize and agree we are under no obligation to do so. The Dividends we may offer to you may vary based on certain parameters regarding your membership with us. The parameters regarding Dividends offered are available to you upon request. Dividends shall be paid into your account at Partner Colorado. You shall be responsible for verifying your receipt of any Dividends paid to you. You agree to notify us of any suspected errors regarding the Dividend immediately, and in no event later than 30 days after the applicable Credit Union statement is sent to you. Unless you notify the Credit Union within 30 days, such statement regarding the Dividend shall be deemed correct, and you are prohibited from bringing a claim against the Credit Union for such alleged error. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages or claims related to the amount of any Dividends offered, or not offered, to you. The Credit Union's liability for errors or omissions with respect to the Dividends described herein will be limited to correcting the errors or omissions.

Certificate Accounts, Overdraft Payments, Courtesy Pays and Stop Payments

CERTIFICATE ACCOUNTS
Any certificate of deposit account allowed by Colorado law (Certificate Account), whichever we offer, is subject to the terms of this Agreement, the Rate and Fee Schedule and Account Deposit Receipt for each account, the terms of which are incorporated herein for reference.

IRA STATEMENT
IRAs have no minimum opening with ACH contribution of $10.00 per month. Please refer to our Rate and Fee Schedule.

OVERDRAFTS
Overdraft Liability: If on any day the available balance in your Checking Account is not sufficient to pay the full amount of a check, a draft, transactions or other items posted to your account, plus any applicable fee ("overdraft"), we may pay or return the overdraft. Overdraft amounts will be handled in accordance with our overdraft procedures or an overdraft protection source you have with us. Please refer to our Overdraft Payment Policy—Courtesy Pay Disclosure Form, which includes the Important Disclosure Regarding How Fees Are Incurred in Relation to Your Account Balance. The Credit Union's determination of insufficient available funds may be made at the Credit Union's sole discretion any time between presentation and the Credit Union's midnight deadline with only one review of the account required. We are not required to notify you if your Checking Account does not have available funds to cover checks, fees or other posted items. Whether the item is paid as a courtesy or returned, your account will be subject to a fee as set forth in the Schedule of Fees and Charges. Except as otherwise agreed in writing, we, by covering any overdraft, do not agree to cover overdrafts in the future. We may discontinue covering overdrafts at any time without notice. If we pay a check or impose a fee that would otherwise overdraw your account, you agree to pay the overdrawn amount and any assessed fees immediately. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any midnight deadline limits.

PLEASE NOTE THAT YOU MAY STILL OVERDRAW YOUR ACCOUNT EVEN THOUGH THE AVAIL- ABLE 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 Policy. In addition, your Available Balance may not reflect all of your pending debit card or ATM card transactions. For example, if a merchant obtains an authorization but does not submit the debit card transaction for payment within three (3) business days after the authorization is given, we may increase your Available Balance by the amount of that authorization. This means your Available Balance will no longer reflect the pending transaction until the transaction has been received by us and posted to your account. Although clearing times for debit card transactions range from 0-5 days, merchants choose the system by which they process their transactions and how frequently they do so (often a decision based on the lowest cost to them). The Credit Union has no control over how and when transactions are presented to us to be paid. Even though we may increase your Available Balance when a merchant does not submit the transaction for payment within 3 business days, the obligation to the merchant still applies. The time period for authorizations may be different for certain types of merchants. 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.

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, which is beyond the control of the Credit Union. Each present-

ment 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.

Courtesy Pay: Courtesy Pay is defined as an automatic discretionary interest-free check paying overdraft service. Qualifying accounts will be mailed notification with a description of program parameters; in addition to said parameters an "opt-in" signature is required from you, our member, for one (1) time debit transactions and all transactions made at a proprietary or foreign ATM per Regulation. Partner Colorado will not pay your courtesy pay/overdrafts for ATM withdrawals and debit card purchases you make at a store, online or by telephone, unless you tell us you want courtesy pay/overdraft coverage for these transactions; "opt-in." Even if you do not request courtesy pay/overdraft coverage for ATM withdrawals and debit card purchases, we may still pay your courtesy pay/overdrafts for other types of transactions, including checks. Having courtesy pay/overdraft coverage does not guarantee that we will pay your overdrafts. If we decide to pay any overdraft, you will be charged fees as described in our Fee Schedule. We will not be liable to you or any other person if we choose to pay an overdraft. Qualifying criteria is based on internal quality controls. Partner Colorado reserves the right to make changes to or terminate this program at any time without further notice. Courtesy pay will be enacted only after all other overdraft options per our record have been exhausted. Checking accounts will be "drawn negative" to pay checks, transactions only after all other overdraft measures have been exhausted via our records; the checking account will be assessed a standard non-sufficient fund fee per our Fee Schedule. The overdrawn Account must be paid in full within 20 days from the original overdraft. In the event your Account is in a negative status you may be unable to use some of Partner Colorado's standard services. Failure to meet the re-payment guide- lines may result in expulsion from the program and any additional collection activity deemed necessary to collect the debt. This service is not available on: checks presented at the teller line. Partner Colorado reserves the right to terminate the said services at any time without further notice. Grounds for exclusion include but are not limited to: fraud, loan delinquency, re-payment period exceeded or excessive use of feature. Members may opt-out of the feature via written or verbal request.

Overdraft Protection Plan: 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 Schedule of Fees and Charges. 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 Schedule of Fees and Charges. 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.

Order of Payments: Checks, drafts, transactions, and other items may not be processed in the order that you make them or in the order that we receive them. We may, at our discretion, pay a check, draft, or item, and execute other transactions on your checking account, in any order we choose. The order in which we process checks, drafts, or items, and execute other transactions on your checking account, may affect the total amount of overdraft fees that may be charged to your checking account. Please contact us if you have questions about how we pay checks or drafts and process transfers and withdrawals.

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, which is 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.

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.

POSTDATED CHECKS

We may pay any check without regard to its date. You agree not to deposit checks or other items before they are properly payable.

CHECK STOP PAYMENT ORDERS

Stop Payment Order Request: You may request a stop payment order on any check drawn on your account. To be binding, a stop payment order must be dated, signed and describe the account, and check number and the exact amount. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you accurately and timely describe the account number, date of the check, payee name, number of the check and its exact amount. You understand that the exact information is necessary for the Credit Union's computer to identify the check. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the check We must be given reasonable opportunity to act on any stop payment order before it can be considered 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 re-credit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the check, and to assist us in any legal action. We are not obligated to reimburse you for a paid stop payment unless you can provide proof of loss associated with such payment.

Duration of Order: You may make an oral stop payment order, which will lapse within fourteen (14) calendar days unless confirmed in writing within that time. A written stop payment order is effective for six (6) months unless renewed in writing and that written notice is given to the Credit Union. We do not have to notify you when a stop payment order expires.

Liability: Fees for stop payment orders are set forth in the Rate and Fee Schedule. You may not stop payment on any cashier's check, teller check, or any other check or payment guaranteed by Partner Colorado Credit Union. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages or claims related to our refusing payment of an item, including claims of any multiple-party account owner, payee, or endorsee in failing to stop payment on an item as a result of incorrect information provided by you.

Credit Union Liability: If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damage 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 own 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 exercise ordinary care if our actions or non-actions 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 Account Agreement. Any conflict

between what you or our employees may say or write will be resolved by reference to this Agreement.

For all ACH stop payment information, please see page 29.

CREDIT UNION LIEN AND SECURITY INTEREST

To the extent you are in default on a financial obligation to us which may Include a negative balance on a savings or checking account or a loan owed to us (as a borrower, guarantor, endorser or otherwise), we have a lien on any or all of the funds in any account in which you have ownership interest, regardless of the source of funds, unless prohibited by law. Once you are in default, we may exercise this right without further notice to you. You authorize government payments and deposits made into your account to be used for the repayment of any obligation owed to us. We may apply these funds in any order to pay off your indebtedness. If we choose not to enforce any such lien, we do not waive our rights to enforce the lien at a later time. In addition, you grant us a consensual security interest in your accounts and agree we may use the funds from your accounts to pay any debt or amount now or hereafter owed to us, except for obligations secured by your residence, if prohibited by applicable law. All accounts are non-assignable and non-transferable by member to third parties. We may use the services of third parties to assist in the collection of any indebtedness owed to the credit union. You agree that we may contact you by home, work, cell phone, email or text to offer products and services or assist in the collection of an account.

LEGAL PROCESS

If any legal action, such as levy, garnishment or attachment, including those issued by the Internal Revenue Service (IRS) or the state of Colorado, is brought against your account, we may refuse to pay out any funds from your account until the dispute is resolved or may pay out funds according to the terms of the levy, garnishment or attachment. You agree to hold us harmless in our response to any legal action. You agree account balances are subject in their entirety to the satisfaction of the court order regardless of the source of funds. If we incur any expenses or attorney's fees in responding to a legal process, such expenses may be charged against your account without prior notice to you, unless prohibited by law. Any legal process against your account is subordinate to our lien and security interests. We will comply with federal government and state of Colorado requirements such as Office of Foreign Asset Control (OFAC), USA PATRIOT and Bank Secrecy Acts and any other programs requiring a credit union's involvement.

Collection of Information (Privacy Policy)

ACCOUNT INFORMATION (Privacy Policy)
In the course of delivering products and services, Partner Colorado obtains non-public personal information, either directly from the member or from outside sources. This non-public personal information is used to comply with federal and state laws and regulations, to provide effective member service and to inform members of products and services which may be of interest to the member.

a. **Maintenance of Accurate Information:** Partner Colorado will exercise reasonable caution in the gathering and maintenance of information to ensure its accuracy. When inaccurate information is discovered, it will be corrected as promptly as possible.\

b. **Disclosing Information to Third Parties:** Partner Colorado will not sell or provide personal non-public information to non-affiliated third parties for their independent use. The Credit Union may share personal non-public information with its affiliate, if applicable. The Credit Union also may share its experience information about the member with credit bureaus. The credit union's reporting to credit bureaus is governed by the Fair Credit Reporting Act, which affords the member the right to make sure that their credit bureau reports are accurate. It is the credit union's policy to prohibit the disclosure of non-public personal information to non-affiliated third parties, however, except under the following conditions:

   (1). When disclosure is required to complete member-authorized transactions (such as check or credit card processing);

   (2). To verify information for a third-party (such as a credit bureau), as permitted by law;

   (3). To comply with a court order or applicable laws or regulations;

   (4). When authorized by written permission from the member; or

   (5). As part of a member service agreement with a Board of Directors approved service partner, provided the third party is contractually bound to perform services and to maintain the confidentiality of the information.

c. **Responsibility of Service Providers.** Partner Colorado will only approve service providers with established policies of privacy similar to those of the Credit Union. The Credit Union will require contractual agreements from third parties that will include confidentiality of member information disclosed by the Credit Union and prohibit the service provider from disclosure and reuse of non-public personal information for any reason other than the intended purpose.

d. **Confidentiality and Security Safeguards.** The Credit Union maintains strict policies and security controls to assure that non-public personal information in the credit union's computer systems and files is protected.

   (1). Partner Colorado employees and certain contractors are permitted access to non-public personal information that they may need to perform their jobs and to provide service to the members.

   (2). Partner Colorado employees and contractors will have access to such non-public personal information only as necessary to conduct a transaction or respond to a member's inquiries.

   3). All Credit Union employees and contractors will be required to respect member privacy through confidentiality and information security provisions included in the Credit Union's employee policy manual and service agreements with the contractors.

   4). No one except Partner Colorado employees and authorized contractors will have regular access to the Credit Union computer system and records storage. The Credit Union has established internal security controls, including physical, electronic and procedural safeguards to protect the member non-public personal information provided to the Credit Union and the information the Credit Union collects about the member. The credit union will continue to review its internal security controls to safeguard member non-public personal information as the credit union employs new technology in the future.

e. Privacy of Electronic Transactions.

(1). Encryption: Electronic interfaces with members (such as online transactions) will be encrypted using Secure Socket Layer (SSL) 128-bit encryption.

(2). Account Access: Member account information and transactions will be protected by a password that must be used in conjunction with a username or account number. Members must apply for this capability and be registered with the Credit Union for authentication purposes.

3). "Cookies": The Credit Union uses "cookies" as part of its website interface. A "cookie" is a small file that is placed on the user's computer. While it contains no member information, it identifies the member's computer and allows the Credit Union to measure usage of the website experience.

4). Online Security: MFA—Multi—Factor Authentication as defined as "multifactor" per FDIC and NCUA guidelines, outlines three base factors of authentication as ownership, knowledge and inherence, (i.e., what you have, what you know, what you are). Utilizing these, our online banking then follows the FDIC and NCUA guidelines to recognize "multiple factors of knowledge" as being these factors: Username/Account Number, PIN and Secret Question.

(5). Links: The Credit Union will frequently link to other sites as a convenience to our members. The Credit Union will seek to link with other sites that adhere to similar privacy standards. For all third-party links, the Credit Union will disclose the following information:

- The member is leaving the Credit Union's website:
- The member is linking to an alternate website not operated by the Credit Union;
- The Credit Union is not responsible for the content of the alternate website;
- The Credit Union does not represent either the third party or the member if the two enter into a transaction; and
- Privacy and security policies may differ from those practiced by the Credit Union

(6). Online Privacy of Children's Information: Partner Colorado will not collect, use or disclose online information received from children under age 13 without prior parental notification and consent, which will include an opportunity for the parent to prevent use of information and participation in the activity. Online information will only be used to respond directly to the child's request and will not be used for other purposes without prior parental consent.

The Credit Union will not post or otherwise distribute personally identifiable information without prior parental consent. The Credit Union will not entice by the prospect of a special game, prize or other activity, to divulge more information than is needed to participate in the activity.

Personally identifiable information collected online from children may be reviewed by their parent or guardian upon written request. The parent or guardian has the right to have information deleted and instruct the credit union to cease collecting further information from their child.

f. Disclosure of Privacy Policy: The Credit Union will disclose its privacy policy as required by law.

(1) Privacy Policy May Be Combined With or In Other Documents: Partner Colorado's privacy policy may be combined with other information intact, so long as the privacy policy is presented in a way that is "clear and conspicuous," so that each member can retain its content, and will retain the page orientation, content, format and order as provided in the model notice contained in the regulation.

(2) New Member/Customer Privacy Policy: The Credit Union will deliver a privacy policy to each new member/consumer who establishes a relationship on or after July 1, 2001. The privacy policy will be provided at or before an establishment of a member relationship, before the member/consumer signs the Account Card or other applicable document. A new privacy policy need not be given for each subsequent account opening, if the privacy policy provided for the one-time mailing to existing members or the policy at new account opening has not changed from the previously provided privacy policy.

(3) Annual Notice: The Credit Union will provide a privacy policy to all members/consumers if changes to the Privacy Policy are made. The Credit Union need not provide an annual notice to members or consumers who no longer have a relationship with the Credit Union or CUSO.

g. Members' Right to "Opt Out": Privacy regulations allow members to "opt out" of having their information disclosed to non-affiliated third parties in certain situations. Before the Credit Union discloses any member information to a non-affiliated third party that is not otherwise covered by a disclosure exception in the regulation, the Credit Union must properly inform members of their right to "opt out" and to record and honor "opt out" requests. A members direction to "opt out" is effective until the member revokes it in writing or, if the members agrees electronically.

h. Privacy Compliance: The Credit Union and any of its affiliates will comply with all applicable laws and regulations governing the privacy, confidentiality, security, and integrity of non-public personal information including the Consumer Financial Protection Bureau (CFPB, Privacy of Consumer Financial Rule (Regulation P) and all other applicable state and federal privacy laws and regulations as amended.

i. Exploitation of At-Risk Adults: Financial exploitation of at-risk adults is increasing. Financial institutions may acquire early knowledge of financial exploitation, but their legal obligation to maintain confidentiality may limit their ability to release financial records necessary to facilitate a rapid response from law enforcement and social services agencies.

You may sign a form at any time, at any one of our branch offices or by calling our contact center, which will give your consent to release information to law-enforcement agencies. This would only come into play if we suspect financial exploitation is happening on your account.

NOTICES

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 accept oral notices of a change in address and may require any other notice from you to us be provided in writing.

Notice of Amendments: Except as prohibited by applicable law, we may change the terms of this Agreement. We will notify you of any changes in terms, rates, or fees as required by law. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to future enforcement.

Effect of Notice: Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Notice to any account owner is considered notice to all account owners.

TAXPAYER IDENTIFICATION NUMBERS AND BACKUP WITHHOLDING

Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interests, and certain other payments. If you fail to provide your TIN, we may suspend opening your account, or, if applicable, you may request a non-dividend or non-interest bearing account until a TIN is provided.

STATEMENTS

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 statement is necessary for a multiple-party account. For checking accounts, you understand and agree that your original check, when paid, becomes property of the Credit Union and may not be returned to you, but copies may be retained by us, or payable through financial institutions and made available upon your request. You understand and agree that statements are made available to you on the date they are mailed to you. You also understand and agree that checks or copies thereof, are made available to you on the date the statement is mailed to you, even if the checks do not accompany the statement.

Examination: You are responsible for examining each statement and reporting any irregularities

to us. We will not be responsible for any forged, altered, unauthorized or unsigned items drawn on your account if:

(1) You fail to notify us within sixty (60) days of the mailing date of the earliest statement regarding any forgery, alteration or unauthorized signature on any item described in the statement; or

(2) Any items are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.

Notice to Credit Union: You agree that the Credit Union's retention of checks does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made to, or charge to, your account unless you notify us in writing within the above stated time limit for notifying us of any errors. If you fail to receive a periodic statement you agree to notify us within fourteen (14) days of the time your regularly receive a statement.

Inactive Accounts: If your account falls below any applicable minimum balance and you have not made any transactions over a period specified in the Rate and Fee Schedule during which we have been unable to contact you by regular mail, we may classify your account as inactive or dormant. Unless prohibited by applicable law, we may charge a service fee set forth on the Rate and 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 of your accounts 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. 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.

Account Information

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. Account changes requested by you, or any account owner, such as adding or closing an account or service, must be evidenced by a signed Account Change form and accepted by us.

ADDITIONAL ACCOUNTS AND SERVICES
You authorize the Credit Union to open additional accounts and services upon your verbal and/or written request.

RATE INFORMATION – See current dividend/interest rate sheet available upon request. The dividend/interest rate and Annual Percentage Yield on your account may change at any time. At the direction of this Credit Union's Board of Directors, the dividend/interest rate may change without limitation to a maximum or minimum level. The Annual Percentage Yield is a percentage rate that reflects the total amount of dividends/interest to be paid on an account based on the dividend/interest rate and frequency of compounding for an annual period.

NATURE OF DIVIDENDS – Dividends are paid from current income and available earnings after required transfers to reserves have been made at the end of the dividend period. The dividend rates and Annual Percentage Yields are the prospective rates and yields that Partner Colorado anticipates paying for the applicable dividend period.

You can also find this information available on our website: www.partnercoloradocu.org.

TERMINATION OF ACCOUNT
We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if:

(1) There is a change in owners or authorized signers;

(2) There has been a forgery or fraud reported or committed involving your account;

(3) There is a dispute as to the ownership of the account or of the funds in the account;

(4) Any checks are lost or stolen;

(5) There are excessive returned unpaid items not covered by an overdraft protection plan;

(6) There has been any misrepresentation or any other abuse of any of your accounts; or

(7) We reasonable deem it necessary to prevent a loss to us.

You may terminate a single-party account by giving written notice. We reserve the right to require the consent of all owners to terminate a multiple-party account. We are not responsible for payment of any draft, withdrawal or other item after your account is terminated, however, if we pay an item after termination, you agree to reimburse us.

TERMINATION OF MEMBERSHIP
You may terminate your membership by giving us written notice. You may be denied services or expelled for any reason allowed by applicable law, Credit Union Bylaws, including causing a loss to the Credit Union.

DEATH OF ACCOUNT OWNER
We may continue to honor all transfer orders, withdrawals, deposits and other transactions on an account until we are notified of a member's death by receipt of a "Death Certificate." Once we are notified of a member's death, we may pay drafts or honor other payments or transfer orders authorized by the deceased member for a period of (10) days after date of death. We may require anyone claiming a deceased owner's account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representative of any account owner.

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.

ENFORCEMENT
You are liable to us for any loss, cost or expense we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, 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.

GOVERNING LAW
Except as may be otherwise set forth in this Agreement, this Agreement is governed by the Credit Union's Bylaws, federal laws and regulations, the laws and regulations of the state of Colorado and local clearinghouse rules, as amended from time to time.

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, dividends which may or may not be offered to you, 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. Claims or disputes arising from your status as a borrower under any loan agreement with the Credit Union are also excluded from this Resolution of Disputes by Arbitration Provision.

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 10, 2021. ("Effective Date").

c. **Arbitration Proceedings.** The arbitration shall be conducted in the same city as the U.S. District Court in your state that is closest to your home address, unless the parties agree to a different location in writing. 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. **Conflicting or Inconsistent Terms.** In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any terms or conditions set forth in any other document relating to the transactions contemplated by this Agreement, the terms and conditions set forth in this Agreement shall prevail.

f. **Severability, Survival.** These arbitration provisions shall survive (a) termination or changes to your Accounts or any related services; (b) the bankruptcy of any party; and (c) the transfer or assignment of your Accounts or any related services. If any portion of this Resolution of Disputes by Arbitration provision is deemed invalid or unenforceable, the remainder of this Resolution of Disputes by Arbitration provision shall remain in force. No portion of this Resolution of Disputes by Arbitration provision may be amended, severed, or waived, absent a written agreement between you and us.

g. **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.**

h. **Acceptance of Arbitration and Class Action Waiver.** By your receipt of our Notice and a copy of this Binding Arbitration and Class-Action Waiver Agreement, your decision not to reject this Agreement and as confirmed by your continued use of your Account, you agree to be bound by the above Resolution of Disputes by Arbitration provision for all of your Accounts and, effective immediately, your Accounts will be bound by this Resolution of Disputes by Arbitration provision.

i. **Right to Opt-Out.** You have the right to reject and opt out of this Arbitration Agreement if you notify us in writing within 30 days of the date the notice of this Arbitration Agreement being added to the Membership Agreement was a) placed in the mail to the address you provided or b) transmitted to you electronically if you have opted in to receive electronic disclosures or c) being offered any copy of our Membership Agreement with an Arbitration Provision in it, whichever is soonest. To opt out, your written notice must include: your name as listed on your account, your account number and a statement that you reject the Arbitration Agreement (or any words to that effect) and you must send your written notice to us at the following address: Partner Colorado Credit Union, 6221 Sheridan Boulevard, Arvada, CO 80003. 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 the above-listed address within such 30-day time period. Otherwise, on the 31st day after we provide it to you, this Arbitration Provision will apply without limitation, regardless of whether your account is closed, you pay us in full any outstanding debt you owe or you file for bankruptcy.

Funds Availability Policy Disclosure

This disclosure describes your ability to withdraw funds at Partner Colorado. It only applies to the availability of funds in transaction accounts. The Credit Union reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed in this policy. Please ask us if you have a question about which accounts are affected by this policy.

DETERMINING THE AVAILABILITY OF A DEPOSIT
The date on which you may withdraw funds is counted in business days not including the day of your deposit. Every day is a business day except Saturdays, Sundays and federal holidays.

If you make a deposit before 6:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 6:00 p.m., or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

The length of the delay varies depending on the type of deposit and is explained below.

IMMEDIATELY AVAILABLE ITEMS
If the deposit is made payable to you, up to the first $6,725.00 will be immediately available. Any excess of $6,725.00 will be subject to the **Large Deposit Hold:**

- Wire Transfers and Automated Clearing House (ACH).
- Federal Reserve Bank Checks
- Federal Home Loan Bank Checks
- State and Local Government Checks
- Electronic Payments
- Cash.
- Certified Checks
- Partner Colorado Checks
- Official Checks
- Cashier's Checks
- Payroll Checks
- U.S. Treasury Checks
- U.S. Postal Money Orders

Note: Payroll checks must be clearly recognizable as payroll checks. Checks claiming to be payroll checks may still be placed on hold.

Note: Above checks must be payable to you. Longer holds may apply in all cases.

LONGER DELAYS MAY APPLY
We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- We believe a check you deposit will not be paid;
- You deposit checks totaling more than $6,725.00 on any day;
- You redeposit a check that has been returned unpaid;
- You have overdrawn your account repeatedly in the last six months;
- There is an emergency, such as failure of communications or computer equipment;

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available.

LARGE DEPOSIT HOLD
All aggregate deposits in excess of $6,725.00 per day will be available the fourth business day following the banking day on which funds are deposited.

REMOTE DEPOSIT & ATM HOLD

Remote Deposit—Individual hold limits applied to remote deposited checks are based on the member relationship. Up to $1,000 may be available immediately, however, longer holds may apply.

ATM Deposit—Prioprietary ATM deposits of $275 or more are subject to a two-business-day hold. Large deposit hold terms will apply. Longer holds may apply to all deposits made at non-proprietary ATMs.

NEW ACCOUNT HOLDS

If you are a new member, special rules will apply during the first 30 days your account is open. The length of the delay varies depending on the type of deposit and is explained below.

Time Frame Availability:

1. **Immediately Available Items:** If the deposit is made payable to you, up to the first $6,725.00 will be immediately available. Any excess of $6,725.00 will be subject to the Large Deposit Hold. (see page 22 for a full list of immediately available items.)
2. **Other Items:** Funds deposited from items that are not listed under "Immediately Available" Items.
    - First $275.00—Immediately available
    - Excess of $275.00—Available on the ninth business day following the banking day on which funds are deposited.
    - Excess of $6,725.00—Available on the ninth business day following the banking day on which fund are deposited.

If your deposit (other than a U.S. Treasury check) is not made in person with an employee at a Partner Colorado branch, the first $6,725.00 will not be available until the second business day following the day of your deposit.

HOLDS OF OTHER FUNDS

If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept a check that is drawn on another financial institution for deposit, we may make funds from the deposit available for withdrawal immediately, but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us.

The funds in the other account would not be available for withdrawal until the time periods that are described below in the disclosure for the type of check that you deposited.

Personal Checks: Checks payable to yourself or Partner Colorado from yourself.

Second Party Checks: Checks payable directly to you from another person/entity (e.g., Family member checks, mutual fund checks, etc.)

Business Checks: Recognizable, formal, business checks payable to you (e.g., Rebate checks from insurance company, refund checks from a store, etc.)

Time Frame Availability

- First $275.00—Immediately available.
- Up to $6,725.00—Available on the second business day following banking day on which funds are deposited.
- Excess of $6,725.00—Subject to the large deposit hold.

Note: As a policy, third-party checks and temporary checks are **NOT** accepted on any account.

THIRD-PARTY CHECKS AND TEMPORARY CHECKS

It is the policy of Partner Colorado not to accept third-party checks or temporary checks, however if an exception is made, all third-party checks and temporary checks are subject to a hold.

SHARED BRANCH/OUTLET HOLDS:
Local Checks: First $275.00 will be available immediately and the remainder in two days.

Deposits in excess of $6,725.00: Longer holds will apply. The excess of $6,725.00 per day will be available the fourth business day following the banking day on which funds are deposited. New members cannot use Shared Branching for 30 days.

Check 21 Substitute Checks

CHECK 21 Substitute Check Policy Disclosure—Substitute Checks and Your Rights
To make check processing faster, federal law permits us to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

WHAT ARE MY RIGHTS REGARDING SUBSTITUTE CHECKS?
In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (e.g., if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (e.g., bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law. We may reverse the refund (including any interest on the refund) if we are later able to demonstrate that the substitute check was correctly posted to your account.

HOW DO I MAKE A CLAIM FOR A REFUND?
If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us:

Phone: (303) 422-6221
Fax to: (303) 431-3268,
Or write:
Partner Colorado Credit Union
6221 Sheridan Blvd.,
Arvada, CO 80003

You must contact us within 45 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later.

We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (e.g., you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check [and/or] the following information to help us identify the substitute check: (identifying information such as the check number, the name of the person to whom you wrote the check, the amount of the check).

Electronic Funds Transfer Regulation E Disclosure

The following information is being provided to you in accordance with Regulation E and the Electronic Fund Transfer Act: This Electronic Funds Transfer Agreement is the contract which covers your and our rights and responsibilities concerning the Electronic Funds Transfer (EFT) services offered to you by Partner Colorado Credit Union ("Credit Union"). In this Agreement, the words you and yours mean those who sign the application or Account Card as applicants, joint owners or any authorized users. The words we, us and our, are referring to the Credit Union. The word account means any one or more savings and checking accounts you have with the Credit Union. EFTs are electronic funds transfer services described below. By signing an application or Account Card for EFT services, signing your Card, or using any service, each of you, jointly and severally, agree to the terms and conditions in that Agreement and any amendments for the EFT services offered.

ELECTRONIC CHECK CONVERSION/ELECTRONIC RETURNED CHECK FEES
If you pay for something with a check or share draft, you may authorize your check or share draft to be converted to an EFT. You may also authorize merchants to electronically debit your account for returned check fees. You are considered to have authorized these EFTs if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

EFT SERVICE
If approved, you may conduct any one or more of the EFT services offered by the Credit Union, including online and mobile banking account to account transfers.

ATM ACCESS CARD
You may use your Card and PIN (Personal Identification Number) in automated teller machines of the Credit Union, Cirrus, CO-OP, Star Networks and such other machines or facilities as the Credit Union may designate. At the present time, you may use your Card to:

- Make deposits to your savings and checking accounts.
- Withdraw funds from your savings and checking accounts.
- Transfer funds from your savings and checking accounts.
- Obtain balance information for your savings and checking accounts.
- Make loan payments from your savings and checking accounts.

The following limitations on the frequency and amount of ATM transaction may apply:

- You may make five (5) cash withdrawals in any one day.
- You may withdraw up to a maximum of $500.00 per account in any one day, if there are sufficient funds in your account.
- You may transfer up to the available balance in your accounts at the time of the transfer.

Transfer Limitations
Because of the servicing schedule and processing time required in ATM operations, there is a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal. You should review the Credit Union's Funds Availability Policy to determine the availability of funds deposited at ATMs.

VISA DEBIT CARD
You may use your Card to purchase goods and service any place your Card is honored by participating merchants. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state or local law. Funds to cover your Card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union will pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your Account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your Card and PIN (Personal Identification Number) in automated teller

machines of the Credit Union, Cirrus, CO-OP, STAR Networks and such other machines or facilities as the Credit Union may designate. At the present time, you many also use your Card to:

- Make deposits to your savings and checking account.
- Withdraw funds from your savings and checking account.
- Transfer funds from your savings and checking account.
- Obtain balance information for your savings and checking accounts.
- Make POS (Point-of-Sale) transactions with your Card and PIN (Personal Identification Number) to purchase goods or services at merchants that participate in the STAR network.
- Order goods or services by mail, telephone or secure Internet site from places that accept VISA.

The following limitations of the frequency and amount of VISA Check Card transaction may apply (the weekend is equivalent to one business day):

- You may make twenty (20) VISA Check Card purchases per day.
- Purchases in excess of $5,000.00 can be manually authorized by Credit Union personnel.
- You may withdraw up to a maximum of $500.00 per account in any one day from an ATM machine, if there are sufficient funds in your account.
- You may transfer up to the available balance in your accounts at the time of transfer.

RELOADABLE CARDS: All terms and conditions are provided at the time of purchase and are set by a third-party. All disputes are handled by Ready Funds, however, standard Regulation E Terms still apply.

AUTHORIZED TRANSACTIONS: All authorized transaction dollar amounts will be held against your account balance until such time as the exact amount of the purchase is debited from your account. If the merchant authorizes an amount different than that of the purchase, the authorized amount may be held for a period of three business days.

If we approve automated telephone banking audio response access service for your accounts, a separate PIN (Personal Identification Number) will be assigned to you. You must use your PIN (Personal Identification Number) along with your account number to access your account. At the present time you may use the audio response access service to:

- Withdraw funds from your savings, checking, Money Market and overdraft line of credit accounts.
- Transfer funds from your savings, checking, club and Money Market and line of credit account.
- Obtain balance information for your savings, checking, Money Market and loan accounts.
- Access your overdraft line of credit account.
- Determine if a particular item has cleared.
- Place stop payments.

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

- Some Transaction limitations may apply.
- Three (3) check withdrawals are allowed per day.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All check withdrawal request are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each telephone call.

PREAUTHORIZED EFTs

Direct Deposit: Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security, to your savings or checking account.

Preauthorized Debits: Upon demand, we will pay certain recurring transactions from your savings and checking account.

CONDITIONS OF EFT SERVICES

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

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

Security of Access Code (PIN or Username and Password): You may use one or more access codes with your EFTs. The access codes issued to you are for your security purposes. Any access codes issued to you are confidential and should not be disclosed to third parties or recorded on, or with, the Card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

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

FEES AND CHARGES

There are certain fees and charges for electronic funds transfer services. For a current listing of all applicable fees, see our current Fee Schedule that was provided to you at the time you applied for or requested these electronic services. From time to time, the charges may be change. We will notify you of any changes as required by applicable law.

If you use an ATM that is not operated by us, you may be charged a fee by the ATM operator and by a national, regional or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction.

MEMBER LIABILITY

Tell us at once if you believe your Card PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses to a minimum. If your Card PIN is lost or stolen and subsequently used by an unauthorized person, you cannot lose more than: (1) $50.00; or (2) or the amount of money, goods, or services obtained from the unauthorized use prior to notice to the Credit Union, whichever is less. If the unauthorized use occurs through no fault of yours, you will not be liable for any fees.

You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your Card or PIN, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe your Card or PIN has been lost or stolen, or if you believe someone has used your Card or PIN or otherwise accessed your accounts without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit).

If a transaction is made with your VISA Debit Card without your permission, and was either a VISA or CO-OP Network, you will have no liability for the transaction, unless you were grossly negligent

in handling your account. For all other unauthorized use involving the loss or theft of your Card or access device, or if you were grossly negligent in handling your account, your maximum liability for unauthorized use may be up to $50.00.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can demonstrate that we could have stopped someone form making the transfers if you had told us in a reasonable time. If a good reason (such as hospital stay) kept you from telling us we will extend the applicable time periods. This paragraph does not apply to unauthorized use of a VISA Debit Card, ATM Card or other access device. If you believe your Card or code has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call:

Phone: (800) 754-4128
Fax: (303) 431-3268
Or write:
Partner Colorado Credit Union
6221 Sheridan Blvd.,
Arvada, CO 80003

RIGHT TO RECEIVE DOCUMENTATION

Periodic Statements: Transfers and withdrawals made through any ATM or POS terminal, Debit Card transactions, audio response transaction, preauthorized EFTs or electronic/PC/mobile transactions will be recorded on your periodic statement. You will receive a monthly statement unless there is no transaction in a particular month or you only have a savings account. In any case, you will receive a statement at least quarterly.

Terminal Receipt: You will get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM, POS terminal or Debit Card transaction with a participating merchant unless you decline such option.

Direct Deposit: If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling (303) 422-6221 or Automated Phone Banking (303) 422-0478 or online at www.PartnerColoradoCU.org. This does not apply to transactions occurring outside the United States or through the Mobile Banking app.

ACCOUNT INFORMATION DISCLOSURE

We will disclose information to third parties about your account or the transfers you make:

As necessary to complete transfer; to verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant; if your account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s); to comply with government agency or court orders; or if you give us your written permission.

BUSINESS DAYS

Our business days are Monday through Saturday, excluding holidays as set forth by the Federal Reserve Bank.

CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damage. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds or pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit;
- If you used your Card or PIN in an incorrect manner;
- If the ATM where you are making the transfer does not have enough cash;
- If the ATM was not working properly and you knew about the problem when you started the transaction;
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the

transaction;

- If the money in your account is subject to legal process or other claim;
- If funds in your account are pledged as collateral or frozen because of a delinquent loan;
- If the error was caused by a system of any participating ATM network;
- If the electronic transfer is not completed as a result of your willful or negligent use of your Card, PIN/Password or any EFT facility for making such transfers;
- If the telephone or computer equipment you use to conduct audio response or electronic/PC transactions is not working properly and you know or should have known about the breakdown when you started the transaction;
- Any other exceptions as established by the Credit Union.

ILLEGAL TRANSACTIONS PROHIBITED
You agree that you will not use your accounts, card or any of our electronic services for any transaction that is illegal under applicable federal, state or local law.

VISA FOREIGN TRANSACTIONS
Purchases and cash withdrawals made in foreign countries and foreign currencies will be debited from your account in the operating regulations established by VISA International. Currently the currency conversion rate used to determine the transaction amount in U.S. dollars is generally either a government-mandated rate, or the wholesale rate, in effect the day before the transaction processing date, increased by one percentage point. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

STOP PAYMENT RIGHTS: If you have arranged in advance to make regular EFTs out of your account(s) for money you owe others, you may stop payment of preauthorized transfer from your account. You must notify us orally or in writing at any time up to (3)business days before the scheduled date of the transfer. If a signed form is not received then an electronic record must be obtained in accordance with the E-sign Act.

DISCONTINUING PRE-AUTHORIZED ELECTRONIC FUND TRANSFERS: If you wish to discontinue regular EFTs (debits) out of your account(s) for money you owe others; you must revoke your authorization with the originator. If payments were made after you revoked your authorization with the originator, we can return the payments to you within 60 days of the settlement date. If a signed form is not received then an electronic record must be obtained in accordance with the E-sign Act.

RETURN OF UNAUTHORIZED ELECTRONIC TRANSFERS: An unauthorized debit means an EFT from your account initiated by a person or entity that was not authorized by you to initiate the transfer. An unauthorized debit is also considered an EFT in an amount greater than that authorized by you, or a transfer made earlier than the date authorized by you. We can return unauthorized transfers within 60 days of the settlement date if you make a request in writing or orally by completing a written statement of unauthorized ACH Debit. If a signed form is not received then an electronic record must be obtained in accordance with the E-sign Act.

In the case of a business account, Partner Colorado must be notified within 24 hours in order to meet the deadline for return on these types of accounts.

NOTICE OF VARYING AMOUNTS: If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

LIABILITY FOR FAILURE TO STOP PAYMENT OF PREAUTHORIZED TRANSFERS: If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damage.

NOTICES
All notices from us will be effective when we have mailed them or delivered them to your last known address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change. Use of this service is subject to existing

regulations governing the Credit Union account and any future changes to those regulations.

BILLING ERRORS

In case of errors or questions about EFTs from your savings and checking accounts, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem appears. Please contact us:

Phone: (303) 422-6221
Fax: (303) 431-3268
Or write:
Partner Colorado Credit Union
6221 Sheridan Blvd.,
Arvada, CO 80003

Tell us your name and account number: Describe the electronic transfer you are unsure about, and explain as clearly as you can why you believe the Credit Union has made an error or why you need more information. Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly.

If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

As part of our investigation we may require you to complete an affidavit and/or file a police report. Failure to comply with our request may increase your liability. We will tell you the results within three (3) business days of completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If you give notice of an error within thirty (30) days after you make the first deposit to your account, we will have twenty (20) business days instead of ten (10) business days. If you give notice of an error within thirty (30) days after you make the first deposit to your account, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the U.S. its possessions and territories, we will have ninety (90) days instead of forty-five (45) days to investigate.

If the error you assert is an unauthorized VISA transaction, other than a cash disbursement at an ATM, we will credit your account within 5 business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within 10 business days. All credits are considered provisional until such time you are notified they are final or until our resolution time has transpired.

TERMINATION OF EFT SERVICES

You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your Card and any access code. You must return all Cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement, we may notify any participating merchant making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions.

We may also program our computer not to accept your Card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any EFTs made prior to termination.

GOVERNING LAW

Except as may be otherwise set forth in this Agreement, this Agreement is governed by the Credit Union's Bylaws, federal laws and regulations, the laws and regulations of the state of Colorado and local clearinghouse rules, as amended from time to time.

ENFORCEMENT

In the event either party brings a legal action, pursuant to this Agreement's arbitration provision, in an effort to enforce this Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its arbitration fee and costs, reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings and any post-judgment collection actions, if applicable.

Online Banking, Mobile Banking and Electronic Services Agreement

You may choose to conduct Online Banking at Partner using our online Electronic/Personal Computer Access. Prior to conducting Online Banking at Partner Colorado you will be prompted to review and agree to the terms in our Online Banking and Electronic Services Agreement ("Online Banking Agreement"), which covers your and our rights and responsibilities concerning Online Banking at Partner Colorado. Copies of the Online Banking Agreement are also available at any credit union branch.

Similarly, you may choose to conduct Mobile Banking at Partner Colorado using Partner Colorado's Mobile software application. Prior to conducting Mobile Banking you will be prompted to review and agree to the terms in our Mobile Banking and Electronic Services Agreement ("Mobile Banking Agreement"), which covers your and our rights and responsibilities concerning Mobile Banking at Partner Colorado. Copies of the Mobile Banking Agreement are also available at any credit union branch.

Billing Rights

This notice contains important information about your rights and our responsibilities under the Fair Credit billing act.

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR STATEMENT. If you think your statement is wrong, or if you need more information about a transaction on your statement, write us on a separate sheet at the address listed on your statement. Write to us as soon as possible. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, provide the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain if you can, why you believe there is an error.
- If you need more information, describe the items you are unclear about.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOU'RE WRITTEN NOTICE. We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the statement was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to send statements to you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your statement that are not in question.

If we find that we made a mistake on your statement, you will not have to pay any finance charge related to any questioned amount. If we did not make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your statement. In addition, we must tell you the name of anyone to which we reported your information to. We must tell anyone we report you to that the matter has been settled between us when it is finally complete. If we do not follow these rules, we cannot collect the first $50.00 of the questioned amount, even if your statement was correct.

SPECIAL RULE FOR CREDIT CARD PURCHASES. If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property of services. There are two limitations on this right:

(A) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and

(B) The purchase price must have been more than $50.00. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement of the property or services.

Identity Theft Aid

TERMS AND CONDITIONS

Personal Identity Theft
Identity Theft benefit offers reimbursement for covered expenses you incur to restore your identity, up to the maximum amount allowed for the product enrolled, as a result of a Covered Stolen Identity Event. Covered Stolen Identity Event means the theft or unauthorized or illegal use of your name, demand deposit account or account number, Social Security number or any other method of identifying you. Payment for Covered costs will be limited to costs incurred in the United States, its territories and possessions, Puerto Rico, or Canada for a loss occurring during the benefit period. Damages or loss of money from your checking account are not eligible for coverage. Refer to the Personal Identity Theft Guide to Benefits for a complete list of terms and conditions. The $5,000 lifetime benefit is divided equally among joint account holders.

Payment Card Fraud Resolution
If your payment cards become lost or stolen, this benefit offers access to a fraud specialist to assist you in canceling and reissuing your cards as well as guidance and next steps in protecting your finances. No monetary reimbursement is provided in the event of a loss.

Identity Restoration
Identity Restoration services provides access to a fraud specialist to guide victims of identity theft and other related fraudulent crimes through the complex process of restoring their personal identity, credit rating, financial security and legal integrity. Identity theft and other related crimes are devastating to consumers. This all-inclusive service fills a void by providing legal, financial and identity theft resolution services. No monetary reimbursement is provided in the event of a loss.

This information is designed to assist eligible account holders. If there is any conflict between the information in this document and the full terms and conditions outlined in the applicable Guide to Benefits or on the BaZing.com website, the full terms and conditions will control in all respects.

ID Theft Aid is a BaZing service available to members enrolled in an eligible checking account. To access a complete description of all benefits and services, visit the BaZing website at www.bazing.com/partnerbasic.

If you have questions about BaZing benefits, call BaZing Customer Service at (855)-822-9464 (8 am-5 pm CT, Monday - Friday).

*Insurance products are: NOT A DEPOSIT, NOT FEDERALLY INSURED, NOT AN OBLIGATION OR GUARANTEED BY THE CREDIT UNION, ITS AFFILIATES, OR ANY GOVERNMENT AGENCY.

CONVENIENT WAYS TO BANK

LOCATIONS

Visit PartnerColoradoCU.org for all branch locations and hours.

CONTACT CENTER

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