Business Account Agreement

PARTNER COLORADO
CREDIT UNION

Business Account Agreement and Booklet

Important Notice
This document is your permanent copy of Partner Colorado Credit Union's Business Account Agreement and Booklet. 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, your family and your business 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 or businesses 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 Business Account Agreement

The terms and conditions of this Business Account Agreement and Booklet for Member Business Accounts ("Business Account Agreement") cover your and our rights and responsibilities concerning all business accounts Partner Colorado Credit Union offers. In this Agreement, the words "you," "your" and "yours" refers to the business designated on the Business Account Signature Card as well as the Owner(s) of such businesses and all Authorized Representatives and/or Authorized Signers on the Credit Union business deposit account. The words "we," "us," "our" and "Credit Union" refer to Partner Colorado Credit Union. The word "Account(s)" means any business account you have with the Credit Union.

To open a Business Account, you will be required to complete the Business Account Signature Card and return it to us. By signing the Credit Union's Business Account Signature Card, each of you, jointly and severally, hereby understand and agree to be bound to the terms and conditions in this Agreement and the Business 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 Business Accounts. You are responsible for ensuring that each Authorized Representative/Signer is familiar with this Agreement. Unless you have instructed the Credit Union differently, the Credit Union may consider communications about your Account from an Authorized Representative/Signer as a communication from you. You agree to notify the Credit Union immediately in writing if any Authorized Representative/Signer's authority has been terminated.

Copy Received: You acknowledge receipt of a copy of this Agreement.

TERMS AND CONDITIONS APPLICABLE TO BUSINESS ACCOUNTS

Patriot Act Notice: Important Information about Procedures for Opening a New Account. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. When you open an account, we will ask you your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license and other identifying documents.

Business Membership: No business shall be eligible for membership without substantiting its legal existence by providing such documentation the Credit Union may reasonably require. 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 henceforward as savings minimum balance as set forth in the Credit Union's Bylaws. You agree to complete a Business Membership Application and you authorize us to check your Account, credit history and employment, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the Accounts and services you request at the Credit Union. Business membership in Partner Colorado Credit Union is open to Sole Proprietorships, General Partnerships (including joint ventures), Limited Liability Companies (LLCs), Limited Liability Partnerships (LLPs), Corporations, Limited Partnerships and Unincorporated Associations that are located in the geographic area established in the Credit Union's bylaws. Your membership may terminate if you close this account.

Membership Fee: An applicant shall be admitted to membership upon payment of a non-refundable Membership Fee as set forth on the Schedule of Fees and Charges. You must be and remain a member in good standing to maintain any business account.

Owner: The business entity named on the Business Account Application owns all accounts opened under the application and related member number. In the case of a sole proprietorship, the individual and the entity are one and the same. Every officer, partner and member named on the Business Account Application represents to us that the corporation, general partnership, LLC, LLP or associations exists and that each officer, partner or member is authorized to

transact any business on the Account. You agree to indemnify, defend and hold us harmless for any liability we incur if the authority does not exist or is abused. The corporation, partnership, LLC, LLP or association owning the Account agrees to be responsible for the acts and omissions of those individuals who access the Account on behalf of the entity. The individuals responsible for management and control of the Account acknowledge their responsibility to monitor all account activities.

Voting Rights: The Credit Union is owned by its members. You become an owner by meeting the membership eligibility requirements and by depositing the required shares. Upon qualifying as a member and remaining in good standing, you have certain rights as governed by this Agreement, the Credit Union's bylaws and applicable law, including the right to apply for Credit Union services and accounts and to vote in elections. You are entitled to one vote. If your business is a sole proprietorship and you maintain a personal membership in the Credit Union, you will not receive additional voting rights. If your business is another type of entity, your business will receive one vote, which may be exercised by an authorized agent of your business.

Commercial Use Only: Business checking accounts are intended for business and commercial use only. If any of your business checking accounts are being used for personal, family or household purposes, we reserve the right to change the Account to a personal checking account.

Right to Restrict or Terminate Account: We reserve the right to suspend or 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) You fail to meet your obligations at the Credit Union; (2) You fail to comply with applicable law and/or the Credit Union's bylaws and rules, as may be amended from time to time; (3) You cause willful destruction to Credit Union property; (4) You cause the Credit Union a loss in any way, or we deem an action necessary to prevent a loss to us; (5) There is a change in owners or authorized signers; (6) There has been a forgery or fraud reported or committed involving your Account; (7) There is a dispute as to the ownership of the Account or of the funds in the Account; (8) Any checks are lost or stolen; (9) There are excessive returned unpaid items not covered by an overdraft protection plan; or (10) There has been any misrepresentation or any other abuse of any of your Accounts. 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 or Credit Union bylaws, including causing a loss to the Credit Union, as referenced in the above paragraph. In addition, any termination or suspension of an account will not affect your obligation to pay any outstanding balances owed or charged.

Negligence: We are not responsible for any loss or damage that results from your negligence, including, without limitation, your failure to adequately safeguard access to your Account.

Banking History: We may use a third party service to verify and obtain information regarding your previous banking relationships. We may also report the status and/or closure of your Account(s) to third party services.

Updated Business Account Cards: You understand and agree that access to and ownership of an Account is determined by the most recent Business Account Signature Card we have on file. If there is a change to a sole proprietor, partner, member or office of the business, an updated Business Account Signature card must be completed and given to us. If a non-owner Authorized Signer is changing you must complete a Business Account Change Form. Changes to the membership information will be made by you in writing or by another secured method approved by the Credit Union.

ACCOUNT RATES AND FEES

Rate and Fee Schedule: We pay dividends and 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 of such changes as required by law.

Fees and Charges: You agree to pay the Credit Union in accordance with the Fee Schedule, which accompanies this Agreement and is incorporated herein by this reference. We may either directly debit your Account(s) or invoice you for fees and charges incurred in connection with your Account and any service. You agree to promptly pay any invoice we transmit to you.

DIVIDENDS

Accrual: Dividends will begin to accrue on the business day you deposit non-cash items (e.g., checks) to you Account if deposited before the close of business. Cash, wire transfer, certified checks and checks drawn on the Credit Union are considered collected funds and start earning dividends immediately upon being deposited into a dividend-earning account. If you close your Account before dividends are credited, you will not receive the accrued dividends.

Rates: The frequency and conditions upon which dividends are paid on all accounts are in accordance with the Bylaws of the Credit Union and applicable law. The dividend rate and Annual Percentage Yield (APY) on our Business Savings, Business Checking, Business Money Market and Business Share Certificate Accounts are stated in the Rate Schedule accompanying this Agreement. Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period. Our Business Share and Business Checking accounts are variable-rate accounts. The dividend rate and APY are established at the Credit Union's discretion and are subject to change, without notice. The dividend rate on all dividend earning accounts is set on a tiered basis. If the average daily balance in you dividend-earning account is equal to or greater than the minimum balance stated for any given tier, the dividend rate and APY paid for that day on the entire principal balance will be quoted for the highest applicable tier. Please refer to the Rate Schedule, incorporated herein by reference, for information regarding these accounts.

AUTHORIZED PERSONS

Agency Designation on 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.

Authorized Signature: Your signature on the Business 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.

Authorized Signers: By opening a Business Account with us, you acknowledge and agree that we may follow the instructions of any Authorized Signer, acting alone, with respect to transactions on the Account. Authorized Signers on your Account are those individuals noted on the Business Account Signature Care or those authorized by you in writing. Each Authorized Signer must be at least eighteen (18) years of age. Each Authorized Signer on a Business Account is duly authorized to act on your behalf with respect to the Account(s) and we are authorized to act on all matters relating to the Account(s) upon the order of any one of the Authorized Signers until we receive written notice to the contrary from an Authorized Representative. You hereby certify that any signatures appearing on the Business Account Signature Card are the genuine signatures of said Authorized Signers and Authorized Representatives. You agree that we shall not be liable for any lack of signatures so long as the instructions given contain the signature of or have been authorized by an Authorized Signer. You hereby agree that any payment made from your Account in good faith and reliance on the terms and conditions of this Agreement and the Business Account Signature Card shall be valid and discharge us from liability. Without limiting the foregoing, we may honor checks drawn against your Account by Authorized Signers, even if the checks are made payable to them, to cash or for deposit to their personal accounts. We have no duty whatsoever to investigate or question withdrawals or the application of funds made by Authorized Signers.

Legal Use: We may refuse to follow any instructions that in our sole judgment are illegal or would expose the Credit Union to liability.

Protecting Account: You hereby understand and agree that you are responsible to the Credit Union for the actions of Authorized Signers on your Account. This means that you are responsible for familiarizing Authorized Signers with all the terms of this Agreement. You are responsible for monitoring your business Account(s), supervising employees or other persons authorized to act on your behalf or otherwise conduct business on your Accounts, reviewing all statements and other Account-Related Information, and immediately reporting to us any suspicious activity. We will be responsible for unauthorized activity on your Accounts only if it results from our negligence or misconduct in handling your transactions.

Losses and Expenses: We may require adequate security or invoke other security measures to protect the Credit Union from all losses and expenses incurred if we follow your instructions. You hereby agree to reimburse us for all losses and expenses incurred if we follow your instructions (whether your instructions or those of your Authorized Agent, Representative or Signer). You agree to reimburse us for any damages, losses, liabilities, expenses and fees (including but not limited to reasonable attorneys' fees) that we incur in connection with your Account(s) if we take an action in accordance with your, or what purports to be your, oral, written or electronic instructions.

Adverse Claims: If we receive conflicting claims regarding funds in your Account(s), including, but not limited to, disputes between Authorized Signers, a payee or any other person claiming an interest to funds in your Account, we may, in our sole and absolute discretion and without any liability to you: (1) Restrict the Account and deny access to all until such time as the conflicting claims are resolved to our satisfaction; (2) Close the Account and send the funds to the owner or owners of the Account according to the statement mailing address present in our records; (3) Interplead all or any portion of the funds from an account into an appropriate court for resolution; or (4) Restrict the Account until our receipt of either written instructions as to the distribution of funds signed by all affected parties or an order from a court of proper jurisdiction authorizing us to distribute the funds. In addition, if we receive written notice from any Authorized Signer that withdrawals, in accordance with the terms of the Account, should not be permitted, we may refuse, without liability, to pay any sums on deposit pending determination of the rights of the Authorized Signer. Such written notice(s) shall become effective only upon receipt and after we have had a reasonable opportunity to act thereon.

ACCOUNT ACCESS

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). Pre-authorized transfers are also possible. We are not responsible for items lost while not in our possession, including, but not limited to, checks, substitute checks, electronic items, drafts, demand drafts, remotely created items or other orders or instructions for payment, transfer or withdrawal of funds. 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.

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, electronic fund transfers we permit 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 any 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 by account or 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.

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 we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

Restriction: You understand and agree that we may have the right to restrict the amount of cash each member may transfer or withdraw within a 24-hour period.

Mandatory Reporting: Federal law requires us to report certain domestic currency transactions and foreign transactions. This reporting applies to all accounts at the Credit Union

Additional Accounts and Services: You authorize the Credit Union to open additional accounts and services upon your verbal and/or written request.

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 your 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.

DEPOSIT OF FUNDS REQUIREMENTS

Deposit: Funds may be deposited into 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 endorse and/or collect items deposited into your Account without your endorsement, but may require your personal endorsement prior to accepting an item for deposit. If you deposit items which bear the endorsement of more than one person that are not known to us, or that require the endorsement of more than one payee, we may refuse the item, or require all endorsers to be present, or to have their endorsements guaranteed before we accept the item. We may refuse to accept any item for deposit, in our reasonable discretion. Mobile deposit endorsements may differ; see mobile deposit requirements for more information. In any event, 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.

Facsimile/Mechanical Signatures: If you have elected to use a facsimile or other mechanical signature (e.g., a stamp) to sign or endorse items, we may rely on that signature (or any other signature that purports to be your facsimile or other mechanical signature) as your authorized signature without regard to whe, or by whom, or by what means such signature may have been made or affixed to an item deposited to, drawn on or otherwise debited to your Account. You agree to indemnify and hold us harmless for all losses, claims, damages or expenses (including

but not limited to attorneys' fees) that are incurred as a result of our payment of a withdrawal bearing a facsimile of your signature or a facsimile that we believe you authorized.

Automated Process: You hereby understand and agree that we may use automated means to process checks and other items written on or deposited into your Account(s). This means that we may not visually inspect and examine each of your checks to determine if they are properly completed and endorsed. Although we may manually review checks or other items deposited or drawn on your Account(s), you understand and agree that reasonable commercial standards do not require us to do so.

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 preauthorized deposits (e.g. payroll checks, Social Security or retirement checks 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.

Checks Payable Only to Business: You understand and agree that you will not deposit checks payable to anyone other than the business listed on the Business Account Signature Card.

Returned Checks: You understand and agree that we will not be responsible for any damages you incur in the event you deposit an item with the Credit Union which is subsequently returned as "unpaid" by the paying bank, and the return is late due to markings on the back of the check caused by you or a prior endorser.

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.

Remotely Created Checks: Under this Agreement, "remotely created check" means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn. We reserve the right to accept or reject any item for deposit into any of your Accounts. If you deposit a remotely created check into any of your Accounts, you represent and warrant to us that you have instituted procedures to ensure that these drafts are authorized by the person on whose account the remotely created check is drawn and in the amount stated on the check and to the payee stated on the check. If a remotely created check which you have deposited into your Account is returned by the drawee-payor bank for any reason, you agree that we may debit your Account for the amount of the item, plus any applicable fees. If the debit causes your Account to be overdrawn, you agree to pay the amount overdrawn on our demand.

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 addi- tion, your Available Balance may not reflect all of your pending debit card or ATM card transac- tions. 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 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.

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.

WITHDRAWALS

Large Cash Withdrawals: For security purposes, we have the right to limit the amount of cash we will provide on demand at a branch. We may require reasonable advance notice for large cash withdrawals. You agree that we are not responsible for providing for your security in such transactions and that we may require you to make advance arrangements with a licensed third party carrier for such withdrawals. We may also require you to sign a release for large cash withdrawals.

STOP PAYMENT ORDER

Check 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 check number and exact amount. If the stop payment order is placed by telephone a recording of the call will be taken and verification sent to address of record. 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 or an item as a result of incorrect information provided by you.

SET-OFF AND COLLECTION

Credit Union Lien and Security Interest: If you owe us money as a borrower, guarantor, endorser or otherwise, we have a statutory lien on the Account funds in any account in which you have an ownership interest, regardless of their source, unless prohibited by law. We may apply these funds without further notice to you, in any order to pay off your indebtedness. By not enforcing a lien, we do not waive our right to enforce it later. In addition, you grant the Credit Union a consensual security interest in your Accounts and we may use the funds from your Accounts to pay any debt or amount now or hereafter owed the Credit Union, except for obligations secured by your residence, unless prohibited by applicable law. All accounts are non-assignable and nontransferable to third parties.

Legal Process: If any legal action is brought against your Account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. Any expenses or attorney fees we incur responding to legal process may be charged against your Account without notice, unless prohibited by law. Any legal process against your Account is subject to our lien and security interest.

Attorney's Fees: You understand and agree that if it is necessary for us to take legal action in order to enforce any of the terms of this Agreement or to recover monies due to us from you,

you will be responsible for payment of our collection costs and expenses of litigation, including but not limited to attorney's fees and court costs.

NOTICES

Name or Address Changes: You are required to notify 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 or establish new provisions to 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.

Notification of Changes: You hereby agree to promptly notify us of any change of ownership of any business maintaining an account with us, or any change of an Authorized Agent, Representative or Signer. The Credit Union may require a new Business Account Signature Card for the business and other documentation supporting the changer of owner or change in Representative. You agree to cooperate to document any changes in ownership or Representative. We reserve the right to restrict access to your Account(s) until satisfactory documentation is received by us and we shall incur no liability for such restriction.

Effect of Notice: Any written notice you send to us is only effective after we actually receive it and have a reasonable opportunity to act on it. You assume the risk of loss in the mail. 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.

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 check 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 promptly and carefully examining each statement for your Account 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 may notify us of irregularities in your Account Statement or any other Account-Related Information by calling the telephone number listed on each statement or submitting a written report to us as soon as possible, but in any event within the sixty (60) day time frame specified above. 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 purposed and we will not be liable for any payment made 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 clarify 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 account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the Account funds to an account payable and to suspend any further account statements. If a deposit or withdrawal has not been made on the Account and we have had no other sufficient contact with you within the period specified by state law, the Account will be presumed to be abandoned. 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.

Electronic Communications: If you provide us with an electronic address to which we may send electronic communications to you, you agree that we may send to you by electronic communication any information that laws governing your Account(s) require to be sent to you in writing, provided such electronic communication does not violate the laws governing your Account.

OTHER 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, 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.

Handling of Business Account upon Disability, Death or Dissolution: If the owner of a sole proprietorship Account dies, account proceeds pass to the deceased owner's estate. If we have actual notice of the disability of the owner of a sole proprietorship account, we will follow the instructions of the person appointed by the court, or a valid power of attorney to handle the property of the disabled sole proprietor. In all other cases, individuals listed as Authorized Signers on the Business Account Signature Card are not joint owners with right to survivorship. Instead, the business entity continues to own the Account after the death, disability or incompetence of an owner or Authorized Signer. If one Authorized Signer dies or becomes disabled or incompetent, any remaining Authorized Signers can continue to transact on the Account. If a sole Authorized Signer on a business account other than a sole proprietorship dies or becomes disabled, we can follow the instructions of any person we reasonably believe has the authority to conduct business on the Account on behalf of the entity. If a corporation, LLC or LLP is dissolved, we will follow the instructions of any Authorized Signer until we have actual notice of the dissolution. Once we have actual notice of the dissolution, we will follow instructions of any person authorized by the dissolution documents with respect to distribution of Account proceeds and Account closing.

Taxpayer Identification Numbers and Backup Withholding: Federal law requires us to verify the identity of each person seeking to open an account (including Authorized Signers) and to maintain records of the information used to verify each person's identity. Accordingly, we may ask for certain business records when you open an account with us. Federal law requires that we obtain, and have certified by you, a correct Taxpayer Identification Number (TIN) on all accounts. We will not open an account without a correct TIN. We will not inquire as to the correctness of the TIN you provide. Your failure to provide a correct 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.

Unlawful Internet Gambling Enforcement Act: Under the Unlawful Internet Gambling Act of 2006 and Regulation GG, this notification is to inform you that restricted transactions are prohibited from being processed through your Accounts with us. "Restricted transactions" are defined as transactions involving the knowing transmittal or receipt of credit, funds, checks, instruments or other proceeds to or from another person engaged in the business of wagering or betting in connection with unlawful Internet gambling.

Negative Information Notice: We may report information about your loan and deposit accounts to credit bureaus. Late payments, missed payments or other defaults on your Accounts may be reflected in your credit report.

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.

Indemnification: You understand and agree to indemnify, defend and hold harmless the Credit Union and its employees, officers, directors and agents from and against every claim, demand, action, cost, loss, liability and expense, including without limitation, attorney's fees, which we incur by acting in accordance with this Agreement or as a result of your failure to abide by the Agreement's terms.

Waiver: You hereby understand and agree that we may delay enforcing our rights under this Agreement without losing them. Any waiver by us shall not be deemed a waiver of other rights or of the same rights at another time. You waive diligence, demand, present, protest and notice of every kind, except as set forth in this Agreement.

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.

Information Regarding Types of Business Accounts: Prior to opening a Business Banking Account at Partner Colorado, you will be required to review and agree to the terms governing the specific type(s) of Business Account you open with us. Copies of the terms governing the type of Business Account(s) you open with us are also available at any Credit Union branch.

Arbitration and Waiver of Class Action

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

You and the Credit Union agree that we shall attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts, or the products or services the credit union has provided, will provide or has offered to provide to you, and/or any aspect of your relationship with the credit union (hereafter referred to as the "Claims"). If that cannot be done, then you agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision ("Arbitration Agreement"), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at www.adr.org; or, a copy of the Rules can be obtained at any credit union branch upon request. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to a Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court.

AS 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 BUSINESS AGREEMENT AND DISCLOSURES (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 January 20, 2020 ("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, a replevin action, 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.

Collection of Information (Privacy Policy)

ACCOUNT INFORMATION (Privacy Policy): In the course of delivering products and services, Partner Colorado Credit Union 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 Credit Union 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 Credit Union 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 its 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.

   (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 Credit Union 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 Credit Union 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 Credit Union 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 Credit Union 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 use "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, outline 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 Credit Union 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 their children may be reviewed by a 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 Credit Union's privacy policy may be combined with other information, so long as

the privacy policy is presented in a way that is "clear and conspicuous", intact 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, i.e. 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 member's direction to "opt out" is effective until the member revokes it in writing or if the member 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.

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.

available the fourth business day following the banking day on which funds are deposited. New members cannot use Shared Branches 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 later are 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: (e.g., the check number, the name of the person to whom you wrote the check, the amount of the check).

Electronic Fund Transfers

You agree to the following terms concerning the electronic funds transfer services, as applicable. Electronic fund transfers ("EFTs") are electronically initiated transfers of money through VISA Debit Card transactions, automated teller machines ("ATMs"), Pal Plus Audio System, electronic check transaction and online banking access system involving your deposit accounts at the Credit Union.

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

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

ONLINE 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.

ELECTRONIC CHECK TRANSACTIONS
You authorize us to honor any electronic check conversion and re-presented check fee debit transactions you authorize ("electronic check transactions"). You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving

notice regarding the merchant's right to process the transaction. You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.

PAL PLUS AUDIO
If we approve the Pal Plus 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 Pal Plus audio response service via a touch-tone telephone only. Pal Plus 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.

Transfer Limitations: See Transaction Limitations Reg D Transfer Limitations in the section of this Agreement entitled "Reg D" for transfer limitations that may apply to transactions.

VISA DEBIT CARD
You may withdraw funds from your Business accounts at ATMs as often as you like. However, a daily withdrawal limit may apply. 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.

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

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

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.

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.

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.

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.

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 you're Card PIN is lost or stolen and subsequently used by an unauthorized person, you cannot lose more than the less of: (1) $50; or (2) the amount of money, goods, or services obtained from the unauthorized use prior to notice to the Credit Union. 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 and PIN have 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.

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, and 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 to:
Partner Colorado Credit Union
6221 Sheridan Blvd Arvada, CO 80003

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.

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

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 Business savings or checking account.

PREAUTHORIZED DEBITS Upon demand, we will pay certain recurring transactions from your Business savings or checking account.

TRANSFER LIMITATIONS
See Transaction Limitations Reg D Transfer Limitations (page 7) for transfer limitations that may apply to these transactions.

PREAUTHORIZED EFT STOP PAYMENT RIGHTS
If you have arranged in advance to make regular electronic fund transfers out of your account(s) for money you owe others, you may stop payment of preauthorized transfers 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. We may require written confirmation of the stop payment order to be made within fourteen (14) days of oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it is made.

DISCONTINUING PRE-AUTHORIZED ELECTRONIC FUND TRANSFERS
If you wish to discontinue regular electronic fund transfers (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 you make a request in writing by completing a written statement of unauthorized ACH Debit.

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.

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 statement monthly 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 (800) 367-2474 or Pal Plus (303) 422-0478 or (800) 847-3951 or online at www.partnercolorado.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 Business 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.

RETURN OF UNAUTHORIZED ELECTRONIC TRANSFERS
An unauthorized debit means an electronic funds transfer from your account initiated by a person or entity that was not authorized by you in writing to initiate the transfer. An unauthorized debit is also considered an electronic funds transfer 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 by completing a written statement of unauthorized ACH Debit.

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.

NOTICES
The Credit Union reserves the right to changes the terms and conditions upon which this service is offered.

BILLING ERRORS
In case of errors or questions about electronic fund transfers 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 to:
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 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. 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 30 days after you make the first deposit to your account, we will have 20 business days instead of 10 business days. If you give notice of an error within 30 days after you make the first deposit to your account, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the U.S. its possessions and territories, we will have 90 days instead of 45 days to investigate. 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.

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

ODFI AND RDFI NOTICE
To mitigate the risk of ACH returns, Originating Depository Financial Institutions (ODFIs) are encouraged to work with Originators to ensure they have proper controls and oversight over their payment processes. All ODFIs must also agree to act as an RDFI (Receiving Depository Financial Institution), to receive ACH payments.

This notice is often part of the new account disclosures provided at the time the account is opened.

(a). Notice by ODFI
For credit Entries subject to UCC Article 4A, an ODFI must provide the Originator with notice of the following:

1. The Entry may be transmitted through the ACH Network;
2. The rights and obligations of the Originator concerning the Entry shall be governed by the laws of the State of New York, unless the Originator and ODFI have agreed that the laws of another jurisdiction shall govern their rights and obligations;
3. Credit given by the RDFI to the Receiver for the Entry as provided for within the Rules is provisional until the RDFI has received final settlement through the Federal Reserve Bank or has otherwise received payment as provided for within Section 4A-403(a) of Article 4A; and
4. If the RDFI does not receive payment for the Entry, the RDFI is entitled to a refund from the Receiver in the amount of the credit to the Receiver's account, and the Originator will not be considered to have paid the amount of the credit Entry to the Receiver.

This notice may be provided as part of an agreement entered into by the Originator binding the Originator to the Rules, or it may be provided to the Originator separately.

(b). Notice by RDFI
For credit Entries subject to UCC Article 4A, the RDFI must provide the Receiver with notice of the following:

1. The Entry may be transmitted through the ACH Network;
2. The rights and obligations of the Receiver concerning the Entry are governed by the laws of the State of New York, unless the Receiver and the RDFI have agreed that the laws of another jurisdiction shall govern their rights and obligations;
3. Credit given by the RDFI to the Receiver for the Entry as provided for within the Rules is provisional until the RDFI has received final settlement through the Federal Reserve Bank or has otherwise received payment as provided for within Section 4A-403(a) of Article 4A; and
4. If the RDFI does not receive payment for the Entry, the RDFI is entitled to a refund from the Receiver in the amount of the credit to the Receiver's account, and the Originator will not be considered to have paid the amount of the credit Entry to the Receiver.

The Rules do not require the RDFI to notify the Receiver that the RDFI has received an Entry

unless the RDFI has agreed to do so.

This notice may be included as part of an agreement entered into by the Receiver binding the Receiver to the Rules, or it may be provided to the Receiver separately.

This notice is often part of the new account disclosures provided at the time the account is opened.

The RDFI has no obligations to notify the Receiver of receipt of an Entry. The Rules do not require the RDFI to notify the Receiver that the RDFI has received an Entry unless otherwise provided for in an agreement between the RDFI and the Receiver, or required by applicable legal requirements that cannot be varied by the Rules or by agreement of the parties.

Online Banking, Mobile Banking and Electronic Services Agreement

You may choose to conduct Online Banking at Partner Colorado 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 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, give us the following information:

- Your name and account number;
- The dollar amount of the suspect 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 not sure about.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR 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. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we do not follow these rules, we cannot collect the first $50 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. 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 Recovery Services

TERMS AND CONDITIONS FOR IDENTITY RECOVERY SERVICES

Business Accounts

- The "Eligible Group" is the group of business account relationships that are designated by Partner Colorado Credit Union as being eligible for services under this program.
- The "Company" is the sole proprietor, partnership, corporation or professional association, privately-held and properly organized under the laws of the state of its organization, that has no more than 100 full-time employees, and that is part of the Eligible Group.
- "Owner" of the Company includes any natural person who is the owner, proprietor or general partner of the Company who:
  a) Owns at least a 20% portion of the stock or ownership interest, and
  b) Holds executive authority in the Company and who otherwise controls that business for their own gain.
- "Titled Officer" or "Officer" is a full-time employee of the Company identified in the organizational documents on file with the appropriate state agency as the President, Vice President, Secretary or Treasurer of the Company.
- "Company Representative" is an Owner or Officer of the Company who has the authority to authorize transactions on behalf of the Company.
- The following types of fraud are specifically excluded from eligibility for the Services:
  a) Patent and Copyright Infringement-Copyright, trademark, service mark or patent;
  b) Fraud committed by an Owner or Officer of the Company;
  c) Corporate Espionage-Taking information of a non-personal nature, such as trade secrets, client lists, product plans, research, documentation, etc.;
  d) Collateral Theft-Including, but not limited to, the theft of equipment, furnishings or money; and
  e) Fraud that does not involve the impersonation of the Company.
- The "Service Provider" is the company designated, from time to time, to provide the services under this program. Services are provided by Merchants Information Solutions, Inc., merchantsinfo.com or an alternate Services Provider selected at the sole discretion of Partner Colorado Credit Union.
- Services are extended to the Companies whose business accounts are included in the Eligible Group at the discretion of Partner Colorado Credit Union and may be cancelled upon thirty (30) day's notice to the Eligible Group.
- Partner Colorado Credit Union and/or its service provider of the Identity Theft Recovery Services cannot be held responsible for failure to provide or for delay in providing services when such failure or delay is caused by conditions beyond its control.
- Eligibility for program services is based on qualifying events that are discovered and reported to the Partner Colorado Credit Union on or after the effective date of the group program.
- Benefits have no cash equivalent, are non-transferable and non-cancelable (except in the event of termination of the Group Plan). Provider Services do not cover financial losses of any kind arising from the Identity Theft.

CONVENIENT WAYS TO BANK

LOCATIONS

Visit PartnerColoradoCU.org for all branch locations and hours.

CONTACT CENTER

Phone: 303.422.6221
Text: 303.900.1102

NATIONAL CO-OP SHARED BRANCHES & ATMs

30,000+ ATMs and 5,600+ branches
https://co-opcreditunions.org/locator

ONLINE AND MOBILE BANKING

Online: PartnerColoradoCU.org
Mobile: Search for Partner Colorado on iTunes®
or Google™ Play Store

EQUAL HOUSING OPPORTUNITY

Federally Insured by **NCUA**

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