

# IMPORTANT ACCOUNT INFORMATION

# MEMBERSHIP AND ACCOUNT AGREEMENT

# TRUTH-IN-SAVINGS

# ELECTRONIC FUNDS TRANSFER

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## Membership And Account Agreement

The following Membership and Account Agreement covers your and our rights and responsibilities in relation to Account(s) offered to you by Ent Credit Union. In all following agreements the words "I," "me," "mine," "my," "your," "you," "they" and "their" mean each and all parties (whether one or more persons) who signs a Membership Account Application/Signature Card ("Signature Card") or has authorized the opening of an account online and completed the funding process. The words "we," "us," "our" and "credit union" mean Ent Credit Union, hereafter referred to as Ent. The word "account" means any one or more share or other accounts you have with Ent. Share accounts and share draft accounts are hereafter referred to as savings and checking.

In signing a Signature Card or completing the online account opening process, each of you, jointly and severally, agree to the terms and conditions in the Membership and Account Agreement, Funds Availability Policy Disclosure, Truth-in-Savings Disclosure, Rate and Fee Schedules, any Account Receipt associated with this Agreement, Electronic Fund Transfer (EFT) Disclosures and the Bylaws and policies of Ent and any amendments of these documents from time to time which collectively govern your Membership and Accounts. The subsequent use of products and services indicates your acceptance of all related agreements and disclosures. You further agree to the acceptance of notices, periodic statements, tax documents and disclosures by means of electronic delivery.

The frequency and conditions that warrant the payment of dividends on all accounts are in accordance with the Bylaws of Ent. Dividends on all accounts are paid as permitted by NCUA Regulation and applicable Colorado law.

FEDERAL LAW PROHIBITS THE GUARANTEE OF DIVIDENDS SINCE DIVIDENDS ARE BASED ON AVAILABLE EARNINGS AT THE END OF A DIVIDEND PERIOD. OUR BOARD OF DIRECTORS DECLARES DIVIDENDS BASED ON CURRENT INCOME AND AVAILABLE EARNINGS OF THE CREDIT UNION AFTER PROVIDING FOR THE REQUIRED RESERVES AT THE END OF A MONTH.

**THIS MEMBERSHIP AND ACCOUNT AGREEMENT CONTAINS AN ARBITRATION PROVISION THAT LIMITS YOUR ABILITY TO BRING AN ACTION IN COURT AND BRING OR PARTICIPATE IN A CLASS ACTION OR AGGREGATE PROCEEDING.**

### 1. MEMBERSHIP IN ENT

To be eligible for membership at Ent, you must qualify under our approved field of membership. With a \$5 deposit the member will have one share in the ownership of the credit union. Ent is a not-for-profit corporation. If you qualify for membership you may join Ent by completing a Membership Account Application/Signature Card or completing the online account opening process, including funding your account, and maintaining a minimum of \$5 in your savings or Money Market Savings account. If you submit a Membership Account Application/Signature Card by mail, please include a check or money order made payable to Ent Credit Union for your initial share purchase. **DO NOT** send cash by mail. You authorize us to check your account, credit and employment history, and obtain a credit report from third parties (including credit reporting agencies) from time to time to verify your eligibility for the accounts, services and products you request or that we may wish to offer you and also in the event that you default on a financial obligation to us. You agree to provide a taxpayer identification number (TIN), to be used for this purpose and subsequent regulatory reporting. Ent may request and you agree to provide additional documentation relative to the type of account or service requested. Accounts, services and products offered to you may be based on information from a credit report. You may request the name and address of each credit-reporting agency from which we obtain a credit report in connection with your account.

### 2. SINGLE PARTY ACCOUNTS

A single party account is an account owned by one member including any individual, corporation, trust or other organization qualified for credit union membership. If the account is a single party account the interest of a deceased individual owner will pass, subject to applicable law, to the descendant's estate or Payable on Death (POD) beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death.

### 3. MULTIPLE PARTY ACCOUNTS

An account owned by two or more persons is a multiple party account. All multiple party accounts are established with rights of survivorship. Exceptions to this are POD designations and Individual Retirement Accounts (IRAs).

- A. **Rights of Survivorship.** For a multiple party account with rights of survivorship, upon the death of one of the owners, that person's interest will pass to the surviving owner(s). Right of survivorship arising from the terms of a multiple party account cannot be changed by a Last Will and Testament.
- B. **Account Control for Multiple Party Accounts.** Any account owner of a multiple party account is authorized to perform for the additional joint owner(s), and we are authorized to accept orders and instructions pertaining to the account, requests for present and future services, and any transactions from any other account owner. The signature of each owner is guaranteed by the additional account owner(s). Any account owner may withdraw all funds in the account, place a stop payment order on

items drawn on the account, transfer funds, pledge (at our discretion) all or any part of the shares of any account without the consent of the other account owner(s) to us and we in turn have no duty in such events to notify the additional account owner(s). Any account owner may add an additional account owner. However, we reserve the right to require written consent of all account owner(s) for a change of ownership or termination of a multiple party account. If we are notified either verbally or in writing of a dispute among the account owners or have received conflicting instructions concerning the account, we may temporarily cease operation of or terminate the account, require a court order enabling proper operation of the account or require that all account owners agree in writing to any and all transactions concerning the account.

- C. **Account Liability for Multiple Party Accounts.** If any item deposited in a multiple party account is returned unpaid, an account is overdrawn or if we do not receive final payment on any transaction, each of the multiple party account owners is jointly, severally and fully liable to us for the amount of the returned item, overdraft or unpaid amount and any charges, regardless of who created the overdraft, deposited or cashed the item or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any or all funds in the multiple party account regardless of who contributed the funds to the account, or any account either account owner may have funds in, unless strictly prohibited by law.
- D. **POD/Trust Accounts.** A POD or Trust account designation provides that an account so designated is payable to the account owner or owners during their lifetimes, and upon the death of the last account owner, payable to any named and surviving POD or Trust beneficiary or Successor Trustee designated on your Membership Account Application/Signature Card, Affidavit of Trust, or other trust documentation on file with us. If an account is payable to more than one beneficiary the account is jointly owned by such beneficiaries without rights of survivorship. POD or Trust beneficiaries shall not apply to Individual Retirement Accounts (IRAs), which are governed by a separate beneficiary designation. It is not our duty and we shall have no obligation to notify any beneficiary of the existence of any account or the vesting of the beneficiary's interest in any account, except as otherwise provided by law. For any trust account established by a member, we reserve the right to require that the trust must be registered in the state of Colorado and that the trustee(s) will complete "Ent Credit Union Affidavit of Trust" or similar Certificate of Trust. An IRA is a distinct account type and cannot be converted under a trust. Ent will not act as the trustee for any trust unless explicitly authorized by law. Ent, in its sole discretion, has the right to refuse any trust for application for membership or open new accounts under the name of the trust. There may be other formal or informal types of fiduciary accounts that will be governed by court order or applicable laws that may be accepted by us, e.g., Conservator, Guardianship, Estate, Medicaid Income Trusts, KeepSafe Trusts, Social Security, Individual Development and Medical Health Savings Accounts.
- E. **Minor Accounts.** For any account established by a minor, we reserve the right to require the minor account to be a multiple party account with a parent, grandparent or legal guardian who shall be jointly, severally and fully liable to us for any returned item, overdraft or unpaid charges or amounts on such accounts. We may make payments of funds directly to the minor without regard to his/her minority. Unless a parent, grandparent or guardian is an owner of the account the parent, grandparent or guardian shall not have any right to access the account. We have no duty to inquire of the use or purpose of any transaction by the minor or any account owners. Ent shall not change the account status when the minor reaches the age of majority unless authorized in writing by all account owners or as provided by law.
- F. **Uniform Transfers to Minors Account.** A Uniform Transfer to Minors Account (UTTMA) is an individual account established by a member as a custodian by depositing funds as an irrevocable gift to a minor. The minor to whom the transfer is made is the owner and beneficiary of the account. The custodian has possession and control of the account for the exclusive right and benefit of the minor, and barring a court order otherwise, is the only party entitled to make deposits to, withdrawals from, or close the account. We have no duty to inquire of the use or purpose of any transaction by the custodian. In the event of the custodian's death, we may place an administrative hold on the account, until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing such withdrawal. Account ownership will revert solely to the minor when they attain the age of 21 years old.
- G. **Signator Designation.** A signator designation is an instruction to us that the account owner(s) has authorized another person to make transactions as agent for the account owner(s) regarding the accounts designated. A signer has no ownership in the account or Ent voting rights. We have no duty to inquire of the use or purpose of any transaction by the agent. Signator designation is usually limited to commercial, corporation, business, association or partnership accounts.
- H. **Business Accounts.** Sole proprietorship, partnership, limited liability company, limited liability partnership, corporation and unincorporated business association/organization accounts may be opened with appropriate supporting documentation. Ent reserves the right to deny the opening of any type of business account. Principals of a legal entity must be identified and eligible for membership as individuals. Please reference the separate Fee Schedule for Business or Corporate Accounts and additional terms and conditions on our Business/Corporate Deposit Resolution and Agreement, Certification of Beneficial Owners, and Business/Corporate Signature Card.

#### 4. REQUIREMENTS FOR DEPOSIT OF FUNDS

Deposit of funds may be made to any account, in any manner approved by us in accordance with applicable laws and regulations.

- A. **Endorsements.** At our discretion, you authorize us to accept transfers, checks, drafts, substitute checks (as defined by the Check Clearing for the 21st Century Act, referred to as "Check 21") and other items for deposit into any of your accounts if they are made payable to, or to the order of, any one or more owners on the account, whether or not they are endorsed by all payees. You authorize us to supply missing endorsements of any owners if the credit union chooses to supply such endorsements. If an insurance, government, or other check or draft requires an endorsement as set forth on the back of the check or draft, we may require endorsement as set forth on the item. Endorsements must be placed in the space on the back

of the check between the top edge and 1.5 inches from the top edge. If you deposit a substitute check as defined under Check 21, you are providing a warranty that all endorsements provided by you or on your behalf are proper and the item is properly payable and absent of any alteration. We reserve the right to reject any check for deposit which is not properly endorsed, contains a restrictive endorsement, may indicate fraud or alteration or has been stamped in such a manner as to block the credit union's routing and transit number. You agree that we may refuse to accept for deposit or to process any check or other item that is presented in a form that cannot be processed, photographed or imaged with equipment used in our normal operations.

- B. **Collection of Items.** We shall not be responsible for deposits made by mail, at an automated teller machine (ATM) or at an unstaffed facility until the credit union actually receives them. We act only as your agent in handling your deposits and assume no responsibility beyond the exercise of ordinary care. We will not be liable for the negligence of any correspondent or for loss in transit and each correspondent will only be liable for its own negligence. We reserve the right to send any item for collection.
- C. **Final Payment.** All items or Automatic Clearing House (ACH) transfers credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to charge your account for the amount of such items or ACH transfers and both and impose a return item charge on your account. If we incur fees to collect any item, we may charge such applicable fees to your account. We reserve the right to refuse or to return all or any item or funds transfer. We shall have the right to charge back against your account all previously deposited items or other negotiable items endorsed by you that are returned to us unpaid, regardless of whether the amount of the item has been available for your use.
- D. **Direct Deposits.** We may offer direct deposit options allowing you to pre-authorize deposits (e.g., payroll checks or other government checks) or pre-authorize transfers from other accounts at Ent. You must authorize any direct deposits to your accounts by a separate authorization form. If applicable, a notification of at least thirty (30) days prior to any direct deposit or pre-authorized transfer must be given if you wish to cancel or change the direct deposit or direct transfer option. Upon a filing of bankruptcy, if you fail to cancel any direct deposit authorization, you therefore instruct your employer and us to make and apply direct deposits in accordance with your authorization on file with us. If we are required to reimburse an employer or the U.S. government for any benefit payment directly deposited into your account for any reason, you agree that Ent may deduct the amount returned from any of your accounts, unless prohibited by law.
- E. **Crediting of Deposits.** Deposits made after the deposit cutoff time and deposits made on credit union holidays and on days that are not business days at Ent will be credited to your account on the next business day. Deposits received at unstaffed facilities such as night depositories will be credited on the day funds are removed and processed by us. Items drawn on an institution located outside the United States may be handled on a collection basis. Amounts may be provisionally credited to your account until we receive final payment. You waive any notice of nonpayment, dishonor or protest regarding any items purchased or received by us for credit to your account or for collection. You authorize Ent Credit Union to chargeback, or collect from any of your share or deposit account(s), any amounts Ent must pay to another financial institution regarding the processing of an original check. This authorization shall remain in place regardless of the passage of time since the date of deposit. You authorize us to correct any posting errors to your account if the funds were not properly payable to an account owner. All deposits are subject to Ent's Funds Availability Policy.

## 5. ACCESS TO CREDIT UNION ACCOUNTS

- A. **Authorized Signature.** We must have an authorized signature of yours on a Membership Account Application/Signature Card or an electronic signature, as provided by our online account opening process, to access any account of yours. You authorize us to recognize your signature, but we will not be liable for refusing to honor any item or instruction of yours if we believe, in good faith, that the signature on such item or instruction is not genuine. You may authorize the use of a facsimile signature, but you give us permission to honor any check or draft that appears to bear your facsimile signature even if it was made by an unauthorized person. If you should give your account number or access credentials to a third person and authorize us to accept and honor transactions initiated by the third person, you may not hold us liable if the third person initiates transactions on your account you are not aware of.
- B. **Access Options.** You may make withdrawals or transfers from your account by any means permitted by us (e.g., check, ATMs, in person, by mail, automatic transfer, ACH, Internet access or telephone, as applicable). If we accept any check that is not drawn on a form provided by us, you will be responsible for any loss incurred by us for handling the check. We may return as unpaid any check that is not drawn on a form provided by us. We have the right to review, approve or refuse to accept any Power of Attorney and may restrict any withdrawals or transfers on your account.
- C. **ACH and Wire Transfers.** You may initiate or receive credits or debits to your account via wire transfer or ACH transfer if that service is provided by us. Electronic presentment of checks you write to a merchant is allowed under ACH regulations. This means that although you may give a paper check to a merchant, they may present that check for payment electronically via the ACH system. It is the responsibility of the merchant to destroy or return the item under ACH guidelines. You understand and agree that if you receive funds by a wire or ACH transfer, we are not required to notify you at the time the funds are received. The transfer will be shown on your periodic statement. We may provisionally credit your account for an ACH transfer before we receive final settlement for the transfer. You understand and agree that if we do not receive final settlement for an ACH transfer, we may reverse the provisional credit to your account or you will refund the amount to us. When you initiate a wire transfer, you must identify the recipient and any financial institution by name, by account and by identifying number. Ent (and other institutions) may rely on the account or other identifying numbers as the proper identification, even if the information you provide identifies a different party or institution. As part of our security procedures, you authorize us to record telephone conversations related to the processing of wire transfers, transactions, account maintenance and collection of accounts. You authorize Ent to utilize any security procedure it deems necessary prior to completing a wire transfer. Wire transfers are

governed by Federal Reserve Regulation J if the transfer is cleared through the Federal Reserve and the Consumer Financial Protection Bureau (CFPB) rule governing foreign remittances. ACH transactions are governed by the rules of the National Automated Clearing House Association. Additional information, including restrictions and liabilities, is outlined in "Ent Credit Union Funds Transfer Agreement."

- D. **Examination of Documents.** We may disregard information on any draft or check other than the signature of the drawer, amount of the item and any magnetic encoded information. You understand and agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for visual examination or presentation of the actual items.

## 6. ACCOUNT PAYMENT OF EARNINGS AND ACCOUNT FEES

Payment of earnings on your account is subject to the account rates and fees, payment and balance requirements as set forth in the related Fee Schedule and Truth-in-Savings Disclosure. We may charge you fees for your accounts and services that the credit union provides. Fees may reduce earnings on an account. Fees and charges that may be assessed against your account are set forth in the Fee Schedule, and you agree that the credit union may change the Fee Schedule at any time at the credit union's sole discretion. You will be notified of such changes as required by law.

## 7. TRANSACTION LIMITATIONS

- A. **Restrictions of Withdrawals.** We may permit a withdrawal only if you have sufficient funds in your available balance to cover the entire amount of the withdrawal or have an established overdraft protection plan in accordance with our Overdraft Procedures. Checks, ACH payments, transfer orders or other payment orders that are drawn against an insufficient available balance will be subject to a fee, set forth in the Fee Schedule. If there is an insufficient available balance to cover some but not all of your withdrawal orders, we may allow those withdrawals for which there is a sufficient available balance, in the order presented. We may also refuse to allow a withdrawal of funds in other cases; for example: any dispute between the owners about the account (unless a court has ordered us to allow the withdrawal); a legal garnishment or attachment is served; the account secures any obligation to us; any required documentation has not been presented; the withdrawal is prohibited by law or regulation; or you fail to repay an Ent loan on time. You will be advised of the reason(s) for refusal after action is taken, if required by law. You accept and agree to follow credit union procedural guidelines developed to ensure the safety and soundness of the credit union by allowing us to limit transactions at our sole discretion that are deemed to be a concentration of funds in the form of a deposit or withdrawal to a member's account which would create the potential to have a significant negative impact on the capital accounts of the credit union. We reserve the right to require members to give notice, in writing, of any intended withdrawals from any account of not less than seven (7) days and up to sixty (60) days in accordance with applicable law before such withdrawal.
- B. **Transfer Limitations.**  
The credit union made a change in the way it reports total checking account balances to the Federal Reserve Bank (FRB). This change will not affect your available balance, dividend earnings, NCUA insurance, statement or any other feature of your checking account. This will allow us to substantially lower our reserve requirement balance at the FRB and increase the amount of funds available for loans and investments, thereby increasing our ability to serve our members. Checking accounts will now be structured into checking and savings sub-accounts for regulatory accounting purposes, only. The credit union may periodically transfer funds between these two sub-accounts based upon regulatory limitations. Your dividend calculation on both sub-accounts will be the same and receive the dividend rate applicable to your checking account.
- C. **Transaction Authorizations.** Authorization holds affect the available balance in your account and may account for all or some of the difference between your actual balance and your available balance. Ent has no control over the dollar amount and time that a merchant places authorization holds on your account. You agree that we shall not be liable for withholding any authorization or withdrawal due to an insufficient available balance as a result of an authorization hold. The actual balance indicates the items that have actually posted to your account but not transactions that have been authorized and are pending. As an example, any purchases, holds, fees, other charges or deposits made on your account that have not yet posted will not appear in your actual balance. Your available account balance is the amount of money in your account that is available to you to use without incurring a non-sufficient funds (NSF) or potentially a courtesy pay (overdraft) fee. The available account balance takes into account things like holds placed on deposits according to Ent's Funds Availability Policy, pending transactions (such as pending debit card purchases) that have been authorized for the merchant but not posted to your account, authorized automatic bill payments and other outstanding transactions that have not posted to your account. This available balance is also the balance used to determine if items are subsequently presented against insufficient funds. For additional information regarding merchant authorization holds please refer to your Ent Agreement and Disclosure for a Visa® Debit Card or ATM Card for additional information.
- D. **Mortgage Payment Processing.** For members who have a mortgage loan with Ent and pay that loan through automatic payments directly from another Ent account scheduled for payment on the first day of each month, those automatic payments will be processed on the first day of the month regardless of whether the first day of the month falls on a Saturday, Sunday or federal holiday.  
Mortgage Online Banking and In Person Payments: Mortgage payments made in person and through Online Banking will be posted promptly, not later than the close of business the next business day.

## 8. OVERDRAFTS

- A. **Overdraft Liability.** If on any day, the available balance in your checking account is not sufficient to cover checks, fees or other items posted to your account, those amounts will be handled in accordance with our overdraft procedures or an overdraft

protection plan you have with us. Our determination of an insufficient available balance may be made at any time between presentation and our midnight deadline (of the same day) with only one review of the account required. We process all withdrawals in the order presented and we have no duty to notify you of a transaction posted against an insufficient available balance.

- B. **Courtesy Pay (Overdraft) Protection Program.** Ent offers a courtesy pay overdraft protection program which is designed to cover inadvertent overdrafts in an individual's checking account. By signing a signature card or opening your account online, you are enrolling in this type of courtesy pay overdraft program for checks, ACH items, bill pay, and recurring Debit Card transactions posting to your individual checking account(s). This program has the following limits:
- a. Ent will pay items and create a negative available balance for a period of five (5) days. If after five days a member's available balance remains negative, Ent will decline and return all transactions until the member's available balance is no longer negative.
  - b. Ent will authorize and pay transactions up to an aggregate total of \$300. Once a member exceeds a negative \$300 available balance, Ent will decline and return all transactions until a member's available balance is more than negative \$300.
  - c. Ent will only authorize and pay ten (10) transactions per month that would create an overdraft. After 10 in a month, Ent will decline or return all transactions that would result in an overdraft.
  - d. Ent will only authorize and pay three (3) transactions per day that would result in an overdraft. After the third in a given day, Ent will decline or return all transactions that would result in an overdraft.
  - e. There are additional qualifications of maintaining your account(s) in good standing. Visit Ent.com for a complete list.
  - f. Any negative account must be repaid within thirty (30) days of the account being overdrawn.

Members who anticipate overdrawing their account on a recurring basis are encouraged to request a personal line of credit with higher dollar limits based on standard credit qualifications. Ent may restrict the number of accounts offered a Courtesy Pay (Overdraft) Protection Program in its sole discretion. Courtesy Pay Overdraft Protection is not offered for business or corporate accounts.

- C. **Transactions other than debit-card transactions.** These transactions include, but are not limited to, checks, ACH transactions, and bill-pay transactions. If one of these transactions is submitted to us and would be drawn against an insufficient available balance, we may return the transaction and assess you a Non-Sufficient Funds Fee ("NSF Fee") or pay the transaction. If we pay the transaction and it results in an actual balance more than negative ten dollars, we will assess you a Courtesy Pay Fee. The current amounts of the NSF Fee and Courtesy Pay Fee are available in the Fee Schedule. The only exception is for transactions initially returned for lack of a sufficient available balance that are resubmitted by the merchant. Per federal regulations, should you have an insufficient available balance to cover a check written to or an ACH transaction authorized to a payee, that payee may resubmit the check or ACH to us up to a maximum of three times. You will not be assessed an NSF or Courtesy Pay Fee even if you do not have a sufficient available balance to pay the resubmitted check or ACH at the time of presentment. You will only be assessed an NSF fee for the first submission of the attempted check or ACH payment.
- D. **Recurring Debit-Card Transactions.** A recurring debit-card transaction occurs when you provide a merchant your debit-card information and it sets up a regularly or semi-regularly scheduled payment. Ent is entitled to and will rely on how the merchant codes the particular debit-card transaction as "recurring" or "non-recurring." If a recurring debit-card transaction is submitted to us and would be drawn against an insufficient available balance, we may decline it with no fee assessed or pay it. If we pay the transaction and it results in an actual balance more than negative ten dollars, we will assess you a Courtesy Pay fee.

- E. **One-Time Debit-Card Transactions.** For us to pay overdrafts for non-recurring, or one-time, debit-card transactions, you must affirmatively opt-in by executing Ent's Opt-In Disclosure. If you do not opt in and a merchant asks us to authorize a transaction that would exceed your available balance, Ent will decline the transaction at the point-of-sale, and it will not assess you a fee. If you opt in and a merchant asks us to authorize a transaction that would exceed your available balance, Ent may pay the transaction, and, if it does so, you will be assessed an overdraft fee only if paying the transaction results in an actual balance more than negative ten dollars when it is presented to us for payment (this may occur up to three days after authorization). If your debit-card transaction is authorized with a sufficient available balance to cover the transaction, you will not be assessed a fee even if your actual balance is insufficient to cover the transaction at the time it is presented to us for payment.
- F. **Overdraft Protection Plan.** If we have approved an Overdraft Protection Plan for you, we will honor checks or items that would draw on an insufficient available balance by transferring the necessary funds from another account under this Agreement or a loan account ("Overdraft Protection Account"), as you have directed. The fee for these overdraft transfers, if any, is set forth in the Fee Schedule. Transfers from an account will be governed by this Agreement. Transfers from a loan account will be governed by the applicable loan agreement.

*A member may opt out of the overdraft protection program by contacting us at (719) 574-1100 or 800-525-9623 or P.O. Box 15819, Colorado Springs, CO 80935-5819. We have the option to increase the courtesy pay aggregate limit to provide additional service to a member as deemed appropriate for the member's account relationship.*

G. **How Transactions Affect Your Account Balances.**

**YOUR CHECKING ACCOUNT BALANCE**

Your checking account has two balances: the "actual" balance and the "available" balance. Both can be checked when you review your account online, at an ATM, by phone, or at a branch. It is important to understand how the two balances work so that you know how much money is in your account at any given time. This section explains actual and available balances and how they work.

Your actual balance is the full amount of all deposits, even though some portion of a deposit may be on hold and may not be available to you (See Ent's Funds Availability Policy for more information), less payment transactions that have "posted" to your account, but not payment transactions that have been authorized and are pending. Thus, while the term "actual" may sound as though the number you see is an up-to-date display of what is in your account that you can spend, that is not always the case. Any holds for purchase transactions, holds on deposits, or other checks, payments and fees that have not yet posted will not appear in your actual balance. For example, if you have a \$50 actual balance, but you just wrote a check for \$40, then your actual balance is \$50 but it does not reflect the pending check transaction. So at that point, you actually have \$50, but you have already spent \$40.

Your available balance is the amount of money in your account that is available to you to use. The available balance is the actual balance less things like holds placed on deposits and pending transactions (such as pending debit card purchases) that Ent has authorized but that have not yet posted to your account. For example, assume you have an actual balance of \$50 and an available balance of \$50. If you were to swipe your debit card at a restaurant to buy lunch for \$20, then that merchant would ask us to pre-authorize the payment. If we authorize the payment, we will reduce your available balance by \$20 because once we authorize the payment, we are obligated to pay. Your actual balance would still be \$50 because this transaction has not yet posted and we have not actually paid it, but your available balance would be \$30 because you and we have committed to pay the restaurant \$20. When the restaurant submits its bill for payment (which could be a few days later), we will post the transaction to your account and your actual balance will be reduced by \$20 and your available balance will remain the same.

**Your available balance at the time transactions are authorized and posted are both used to determine when and whether your account is overdrawn.** The following example illustrates how this works:

Assume your actual and available balance are both \$100, and you swipe your debit card at a restaurant for \$60. As a result, your available balance will be reduced by \$60 so your available balance is only \$40. Your actual balance is still \$100. Before the restaurant charge is sent to us for posting, a check that you wrote for \$50 clears. Because you have only \$40 available (you have committed to pay the restaurant \$60), your account will be overdrawn by \$10, even though your actual balance was \$100 before the check posted and is still \$50 after the check posts. In this case, we may pay the \$50 check, but you will be charged an overdraft fee of \$30. That fee will be deducted from your account, further reducing the balance. When the \$60 restaurant charge is presented and posted to your account, you will not have enough money in your available balance because of the intervening check. You will not be charged a fee, however, because your available balance was sufficient at the time the transaction was authorized.

It is very important to understand that you may still overdraw your account even though the available balance appears to show there are sufficient funds to cover a transaction that you want to make. This is because your available balance may not reflect all your outstanding checks and ACH transactions that you have authorized, or other outstanding transactions that have not been paid from your account. In the example above, the outstanding check will not be reflected in your available balance until it is presented to us and posted to your account.

In addition, your available balance may not reflect all of your debit-card transactions. For example, if a merchant obtains our prior authorization but does not submit a one-time debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions), we must release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released until the transaction has been received by us and paid from your account.

#### **HOW TRANSACTIONS ARE POSTED TO YOUR ACCOUNT**

There are basically two types of transactions in your account: credits (deposits of money into your account), and debits (payments out of or money withdrawn from your account). It is important to understand how each is applied to your account so that you know how much money is available to you at any given time. This section explains generally how and when we post transactions to your account.

**Credits.** Most deposits are added to your account when we receive them. For some checks you deposit, only \$225 will be made available at the time of deposit; the balance will be available two (2) business days later. There may be extended holds on checks over \$5,525 or for other reasons. Thus, your available balance may not reflect the most recent deposits to your account. For details on the availability for withdrawal of your deposits, see our Funds Availability disclosure for precise information.

**Debits.** There are several types of debit transactions. Each type of debit transaction is described generally below. Keep in mind that there are many ways transactions are presented for posting to your account by merchants, and the Credit Union is not necessarily in control of when transactions are received.

- **Checks.** When you write a check, it is processed through the Federal Reserve system. We receive data files of cashed checks from the Federal Reserve each day. The checks drawn on your account are compiled from these data files and posted to your account each day. We process the payments in the order presented within each file.
- **ACH Payments.** We receive multiple data files every day from the Federal Reserve with Automated Clearing House or ACH transactions. These include, for example, automatic bill pays you have signed up for. Each day, ACH transactions for your account are grouped together and processed in the order presented with ACH credits processed first. Your ACH transactions are governed by and This Agreement incorporates the National Automated Clearing House Association's Rules.
- **Point of Sale (POS) Debit Card Transactions.** These are transactions where you use your debit card and you enter your PIN number at the time of the sale. They are similar to ATM withdrawals because money is usually deducted from your account immediately at the time of the transaction. However, some POS transactions are not presented for payment immediately; it depends on the merchant.
- **Signature Debit Card Transactions.** These are transactions where you make a purchase with your debit card and you do not enter your PIN but you use your debit card like a credit card through the VISA network. And even though we call it a "signature" transaction, you do not have to actually sign for it to be treated as a signature transaction. These transactions occur any time you use your debit card without entering your PIN. As described above, in these situations, the merchant may seek prior authorization for the transaction. When that happens, we generally place a temporary hold against your available balance in your account. We refer to this temporary hold as an "authorization hold," and the amount of the authorization hold will be subtracted from your available balance. Authorizations are deducted from your available balance but do not affect your actual balance as they are received by us throughout each day. At some point, your signature transaction is processed by the merchant and submitted to us for posting to your account. This can happen hours or sometimes days after you make the transaction, depending on the merchant and its processing company. These payment requests are received in real time throughout the day and are posted to your account as they are received. **Please note:** the amount of an authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when the authorization request is submitted. For example, if you use your card at a restaurant, a hold will be placed in the amount of the bill presented to you, but when the transaction posts it will include any tip that you may have added to the bill. This may also be the case where you swipe your debit card at gas stations and hotels and other retail establishments. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment. The fact that we put an authorization hold on your available balance does not mean the authorization is set aside and made available to pay the specific transaction authorized. The hold is simply a reduction in your available balance based on the fact that we have authorized a transaction and the Credit Union is therefore obligated to pay it when presented.

This is a general description of how certain types of transactions are posted. These practices may change and we reserve the right to pay items in any order we choose as permitted by law.

We may receive multiple deposit and withdrawal transactions on your account in many different forms throughout each business day. This means that you may be charged more than one \$30 fee if we pay multiple transactions when your account is overdrawn. Checks, ACH items, and recurring Debit Card transactions are processed in the same manner.

**The best way to know how much money you have and avoid paying overdraft fees is to record and track all of your transactions closely.**

**IF YOU DO NOT UNDERSTAND THIS AGREEMENT OR HAVE ANY QUESTIONS, PLEASE CONTACT US AT (719) 574-1100, MONDAY THROUGH FRIDAY, 7 AM TO 6 PM AND SATURDAY, 8 AM TO 4 PM MOUNTAIN TIME.**

#### **9. POSTDATED AND STALE-DATED DRAFTS**

You authorize us to accept and pay any check without regard to the date of the check even if the check is presented for payment before its date. You agree not to deposit checks or other items before they are properly payable. We are under no obligation to you to pay a check drawn on your account that is presented more than six (6) months after its date.

#### **10. STOP PAYMENT ORDERS**

- A. **Stop Payment Request.** You may ask us to stop payment on any check you or any account owner draws upon your Ent account. You may request a stop payment in person, by telephone, online banking or by mail. The stop payment of a check or electronic item will be effective if we receive the order in time for us to act upon the order and you provide accurate information regarding the account number, amount, check number and payee. If you give us incorrect information, we will not be responsible for failing to stop payment on the check. 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 credit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer all of your rights against the payee or other holders of the check to us, and to assist us in any legal action taken against the payee.
- B. **Duration of Order.** A check stop payment request expires six (6) months from the date the request was placed or until canceled by an account holder in writing. If the check is presented electronically as an ACH item, in accordance with the National Automated Clearing House Association (NACHA) electronic check conversion rules, the item will be returned as a stop payment. Should the payee submit the check electronically as a prearranged ACH debit it may be processed. You must submit a Written Statement of Unauthorized Debit form to us to recover these funds. An ACH stop payment order will remain in effect until the earlier of (1) the withdrawal of the stop payment order by the account owner(s) or (2) the return of a single debit entry or if applied to a specific originator, the return of all debit entries.
- C. **Liability.** We may charge a fee for each check for which a stop payment order is requested as set forth in the Fee Schedule. You may not stop payment on any certified check, official check or any other check, draft, or payment guaranteed by us unless the stop payment request is due to a lost or stolen check. You agree that any claim of loss is not enforceable until after the 90th day following the date of the check or its certification. You agree that Ent, at its discretion, may not issue a replacement check until the 90th day. You should be aware that while payment of the item may be stopped, you may remain liable to any person, including Ent, who is a holder of the item despite the stop payment order. You agree to indemnify and hold us harmless from all costs, including attorney's fees, damages or claims related to Ent's action in refusing payment of an item, including claims of any multiple party account owner, payee or endorsee in failing to stop payment of an item as a result of incorrect information provided by you. Under such circumstances, we may require you to purchase an indemnity bond.

#### **11. LIABILITY OF ENT**

If we do not properly complete a transaction according to this Agreement, Ent will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if: (a) through no fault of ours, your account does not have enough available funds to make the transaction; (b) circumstances beyond our control prevent the transaction; (c) your loss is caused by your negligence or the negligence of another financial institution; (d) law or regulation prohibits the completion of the transaction; (e) the money in your account is subject to legal process or other claim; or (f) it is necessary to prevent loss to your account or Ent. We will not be liable for consequential damages, except liability for wrongful dishonor. Ent's actions will constitute the exercise of ordinary care if such actions or non-actions are consistent with applicable state law, Federal regulations and (NCUA) Operating Letters, ACH rules and general banking practices followed in the area served by us. 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 oral representations by you or our employees and any written form will be resolved by reference to this Agreement and applicable written form.

#### **12. CREDIT UNION LIEN, SECURITY INTEREST AND RIGHT OF SET OFF**

To the extent you owe us as a borrower, guarantor, endorser or otherwise, we have a lien on any or all of the funds in any account in which you have ownership interest, regardless of the source of funds, unless prohibited by law. You authorize government payments and deposits made to your account can be used for the repayment of any obligation owed to Ent. We may apply these funds in any order to pay off your indebtedness. If we choose not to enforce any such lien, we do not waive our rights to enforce the lien at a later time. In addition, you grant us a consensual security interest in your accounts and agree we may use the funds from your accounts to pay any debt or amount now or hereafter owed us, except for obligations secured by your residence, if prohibited by applicable law. At our discretion, we may exercise our right of set off and apply the funds from any account you are an owner, in any capacity, to pay off your obligations to us. Once you are in default, we may exercise this right without further notice to you.

#### **13. LEGAL PROCESS**

If any legal action, such as levy, garnishment or attachment, including those issued by the Internal Revenue Service (IRS) or the state of Colorado, is brought against your account, we may refuse to pay out any funds from your account until the dispute is resolved or may pay out funds according to the terms of the levy, garnishment or attachment. You agree to hold us harmless in our response to any legal action. You agree account balances are subject in their entirety to the satisfaction of the court order



regardless of the source of funds. If we incur any expenses or attorney's fees in responding to a legal process, such expenses may be charged against your account without prior notice to you, unless prohibited by law. Any legal process against your account is subordinate to Ent's lien and security interests. Ent will comply with federal government and state of Colorado requirements such as Office of Foreign Asset Control (OFAC), USA PATRIOT and Bank Secrecy Acts and any other programs requiring a credit union's involvement.

#### 14. ADVERSE CLAIMS

If any person or entity makes a claim against funds in your account, or if the credit union believes that a conflict exists between or among the owners on your account or that there is a dispute over matters such as ownership of your account or the authority to withdraw funds from your account, the credit union without any liability to you may take one or more of the following actions:

- A. Continue to rely on signature card(s) or online account opening information for your account,
- B. Honor the claim upon receipt of evidence satisfactory to the credit union to justify such claim,
- C. Freeze all or part of the funds in your account until the dispute is resolved to the credit union's satisfaction,
- D. Close your account and send a check for the available balance in your account payable to you or to you and each claimant,
- E. Pay the funds to the appropriate court. The credit union may charge your account for any expenses including attorney fees that the credit union may incur.

As part of the credit union's loss prevention program, when the credit union suspects that irregular, unauthorized or unlawful activities may be involved with your account, the credit union may "freeze" (or place a hold on) the balance in your account and in other accounts you maintain with the credit union pending an investigation of such suspected activities. If the credit union freezes your account, the credit union will give any notice as required by law. Additional reporting may be required to law enforcement if the account involves suspected elder abuse.

#### 15. NOTICES

- A. **Name or Address Changes.** It is your responsibility to notify us of any address changes, including email address, phone numbers, or a legal name change, with supporting documentation. We are only required to attempt to communicate with you at the most recent address you have provided to us. If we receive notification from the U.S. Postal Service that your mail is undeliverable, we may, at our option, change your address on file with us with the information provided by the U.S. Postal Service. We may accept oral notices of a change in address and may require any other notice from you to us be provided in writing. If we attempt to locate you, we may impose a service fee as set forth in the Fee Schedule.
- B. **Notice of Amendments.** Except as otherwise prohibited by applicable law, the terms of this Agreement are subject to change at any time at the discretion of Ent. We will notify you of any changes in terms, rates or fees as required by law. By utilizing your account and related services described herein, you agree to amendments to the terms of this Agreement which have been made available to you by mail, electronically on our website or in person. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to enforce any right in the future.
- C. **Effect of Notice.** Any written notice you give to us is effective when it is actually received. Any written notice or statement we give you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Electronic notices or statements become effective when we electronically mail them to you or post a notice on our website that information is now available to you. Notice to any one account owner is considered notice to all owners of the account.

#### 16. TAXPAYER IDENTIFICATION NUMBERS AND BACKUP WITHHOLDING

A taxpayer identification number (TIN) must be provided at the time of new account opening as a membership application requirement and must remain on the account. The TIN may be in the form of a Social Security number (SSN), Individual Taxpayer Identification number (ITIN) or an Employer Identification number (EIN). In the event that an applicant provides documentation that a TIN request has been submitted to the appropriate federal agency, a non-dividend-bearing savings account may be opened, at the discretion of the credit union, with no other credit union services provided, until such time when the TIN is provided to the credit union. The TIN must be provided to us within sixty (60) days. Canadian Nationals may provide us with their Social Insurance number and complete a W-8BEN. A foreign resident's dividends are subject to reporting to the IRS. If your account is or becomes subject to backup withholding, Ent is required by law to withhold and pay to the IRS a required percentage of payments of dividends, interest and other payments under certain conditions. Your failure to furnish a correct TIN or meet other applicable requirements may result in backup withholding or termination of your account.

#### 17. STATEMENTS

- A. **Contents.** If we provide a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for a multiple party, business or corporate account. For checking accounts, you understand and agree that when paid, your original check becomes the property of Ent and may not be returned to you, but copies or images may be retained by us or a payable through financial institution and made available upon your request. Applicable charges for this service are listed in the Fee Schedule. You understand and agree that statements are made available to you on the date they are mailed to you or provided (posted) electronically. You also understand and agree that checks or copies thereof are made available to you on the date the statement is mailed or sent to you (to include electronic delivery) even if the

checks do not accompany the statement. Please reference the appropriate Fee Schedule for charges assessed for receiving statements by mail and/or additional statement copies.

- B. **Examination.** You are responsible for examining each statement and reporting any irregularities to us. We will not be responsible for any forged, altered or unauthorized checks or items drawn on your account if (1) you fail to notify us within forty (40) days of the mailing or electronic delivery date of the first statement received regarding any forgery, alteration or unauthorized signature on any check or item described in the statement, or (2) any checks or items are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature.
- C. **Notice to Credit Union.** You agree that our retention of checks does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limits.
- D. **Delivery.** You agree to the acceptance of notices, periodic statements and disclosures by means of electronic delivery. Statements and disclosures received through electronic means should be printed, reviewed and retained by you.

#### **18. INACTIVE ACCOUNTS**

If you have not made a withdrawal from, deposit to, or transfer involving your account for more than the period specified in the Fee Schedule, we may classify your account as an inactive account. Unless prohibited by applicable law, we may charge a service fee for continuing to process your inactive account as set forth in the Fee Schedule. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable 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.

#### **19. SPECIAL ACCOUNT INSTRUCTIONS**

You may request us to facilitate certain trust, will or court-ordered account arrangements. However, because we do not provide legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide 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 form and appropriate documentation that is acceptable to us.

#### **20. TERMINATION OF ACCOUNT**

We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if: (a) there is a change in owners or authorized signers; (b) there has been a forgery or fraud reported or committed involving you or your account; (c) there is a dispute as to the ownership of the funds in the account; (d) any checks are lost or stolen; (e) there are excessive returned unpaid items not covered by an overdraft protection plan; (f) there has been any misrepresentation or any other abuse of any of your accounts; (g) false or inaccurate information has been provided to obtain an account or related services; (h) the account has been utilized to conduct illegal transactions; (i) continuation of the account is prohibited by law or regulation; (j) you have physically touched, threatened, made profane or offensive gestures toward, or made profane or slanderous statements to credit union employees or volunteers; or (k) we reasonably deem it necessary to prevent a loss to Ent. You may terminate an account at any time by notifying us in writing. We are not responsible for payment of any check, withdrawal or other item after your account is terminated. If we pay an item after account termination, you agree to reimburse us for such payment.

#### **21. TERMINATION OF MEMBERSHIP**

You may terminate your membership at Ent after giving notice of your intent to withdraw from membership. You may be denied services or expelled from membership for any reason allowed by applicable law, including causing a loss to Ent, providing false or inaccurate information to obtain an account, or failure to maintain the minimum share balance.

#### **22. DEATH OF ACCOUNT OWNER**

Under normal circumstances, we may continue to honor all transfers, withdrawals, deposits, checks and other transactions on the account until we are notified of an account owner's death. Once we are notified of an account owner's death, we may pay checks or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days unless we receive instructions from any person claiming an interest in the account to stop payment on checks or other items. You agree we can require an indemnity from anyone who claims the funds in your account after your death for any losses suffered by Ent resulting from honoring that claim. This Agreement is binding upon any heir(s) or legal representative(s) of any account owner.

### 23. SEVERABILITY

In the event that any portion of this Agreement is held by a court to be invalid or unenforceable for any reason, the remainder of this Agreement shall be valid and enforceable 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. Any financial service provided by Ent may be used for any transaction permitted by law. You agree that illegal use of any financial service will be deemed an action of default and/or breach of contract and such service and/or other related services may be terminated at our discretion. You further agree, should illegal use occur, to waive the right to bring legal action against Ent for such illegal activity directly or indirectly related to it. You also agree to indemnify and hold Ent harmless from any suits or other legal action or liability, directly or indirectly, resulting from such illegal use.

### 24. ENFORCEMENT

You agree to be liable to us for any loss, cost or expense that we incur as a result of your failure to comply with this Agreement. You authorize us to deduct any such loss, costs or expenses from your account without prior notice to you. If you are in breach of this Agreement or any other loan or service agreement with us or we suspect fraudulent activity on your account, we may without prior notice restrict access to your accounts or suspend your electronic services or access devices, including ATM or debit cards, online or mobile banking services and deposit or withdrawal functionality. Such restrictions may continue until you cure any breach condition or any fraud condition is resolved. In the event Ent brings a legal action to enforce the Agreement or collect any amount due under 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. All accounts are non-assignable and non-transferable by member to third parties. We may use the services of third parties to assist in the collection of any indebtedness owed to the credit union. You agree that we may contact you by home/work/cell phone or email to offer products and services or assist in the collection of an account.

### 25. GOVERNING LAW

This Agreement is governed by the Bylaws of Ent Credit Union, federal laws and regulations, regulations of the state in which Ent's main office is located (Colorado), and local and national ACH rules, all as amended from time to time. To the extent permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the state and country in which we are located. Colorado statute of limitations shall apply to all legal actions brought against Ent. Ent will comply with federal government and state of Colorado requirements such as Office of Foreign Asset Control (OFAC), USA PATRIOT and Bank Secrecy Acts and any other programs requiring a credit union's involvement.

### 26. ARBITRATION AND WAIVER OF CLASS ACTION

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](http://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 the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS ACCOUNT AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT). This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf. This Arbitration Agreement shall not apply to claims that are initiated in or transferred to small claims court.

1. **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.
2. **Effective Date.** This Arbitration Agreement is effective upon the 31st day after we provide it to you ("Effective Date"), unless you opt-out in accordance with the requirements of the RIGHT TO OPT-OUT provision below. If you receive your statements by mail, then the Arbitration Agreement was provided to you when it was mailed. If you receive your statements electronically, then it was provided to you when you were sent notice electronically.
3. **Arbitration Proceedings.** The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The Arbitrator shall be entitled to award the same remedies that a court can award, including any kind of injunctive relief that could be awarded by a

court. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed. The credit union shall pay for any filing, administration, and arbitrator fees imposed on you by the AAA. However, you will be responsible for your own attorneys' fees, unless you prevail on your Claim in the arbitration, in which case, we will pay your attorneys' fees. Conversely, if the credit union prevails, then you will not be required to pay its attorneys' fees and costs. Nothing contained in this Arbitration Agreement shall prevent either You or the credit union from applying to any court of competent jurisdiction for emergency provisional relief, such as a temporary restraining order, a temporary protective order, an attachment or any other pre-judgment remedies.

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.

4. **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.
5. **Severability.** In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable.
6. **Right to Opt-Out.** You have the right to opt out of this Arbitration Agreement and it will not affect any other terms and conditions of your Account Agreement or your relationship with the Ent. To opt out, you must notify Ent in writing of your intent to do so within 30 days after the Arbitration Agreement was provided to you. 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 Ent Credit Union, Legal Department, 7250 Campus Drive, Colorado Springs, Colorado 80920 within such 30-day time period. Your notice of intent to opt out can be a letter that is signed by you, or an email sent by you to Arbitration@Ent.com, that states "I elect to opt out of the Arbitration Agreement" or any words to that effect.

FOR MORE DETAILS or if you have questions, you may call us at (719) 574-1100. If you have questions about AAA procedures, you should check AAA's website, [www.adr.org](http://www.adr.org), OR call AAA at (800) 778-7879.

## Truth-In-Savings

### SAVINGS, CHECKING, HEALTH SAVINGS, MONEY MARKET SAVINGS, IRA SAVINGS, COVERDELL EDUCATION SAVINGS

**Rate Information:** See current rate sheet that is available upon request at Ent.com. The dividend rate and Annual Percentage Yield on your account may change at any time. At the direction of this credit union's Board of Directors, the dividend rate may change, without limitation, to a maximum or minimum level. The Annual Percentage Yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. Fees may reduce earnings.

**Nature Of Dividends:** Dividends are paid from current income and available earnings after required transfers to reserves have been made at the end of the dividend period. The dividend rates and Annual Percentage Yields are the prospective rates and yields that we anticipate paying for the applicable dividend period.

#### 1. SAVINGS (Share)

**Compounding And Crediting:** Dividends will be computed daily and credited monthly. The dividend period begins on the first calendar day of the dividend period and ends on the last day of the dividend period. Dividends are paid on the last day of the dividend period.

**Balance Information:** The minimum balance required to open a savings account is \$5.

**Balance Computation Method:** Dividends are calculated by the Daily Balance Method, which applies a daily periodic rate to the actual balance in the account at the end of each day. Dividends will begin to accrue on the business day you deposit cash and noncash items.

**Fees:** The savings account has no minimum balance fee. Any other fees related to the use of this account (including automated teller machine [ATM] or inactive fees, etc.) are detailed in the Fee Schedule, which is accessible to all members upon request or on Ent.com.

**Transaction Limitations:** Deposit and withdrawal limitations exist when accessing this account by an ATM Card. (Reference your Visa® Debit Card or ATM Card Agreement and Disclosure for specific details.)

#### SAVINGS (Ent Extras) (Product Ending 5/1/2021)

**Compounding And Crediting:** Dividends will be computed on the average daily balance based on applicable tiers and credited monthly. The dividend period begins on the first calendar day of the dividend period and ends on the last day of the dividend period. Dividends are paid on the last day of the dividend period.

**Balance Information:** The Ent Extras Savings account is a tiered rate account. The minimum actual balance required to open this savings account is \$5.

**Balance Computation Method:** Dividends are calculated on the Average Daily Balance Method, which applies a periodic rate to the average daily actual balance in the account for the month. A separate dividend periodic rate will be applied to the average daily balance of \$500 or less, provided a minimum five (5) transactions (debit or credit) were posted to a related Ent Extras Checking share account, excluding dividend postings and internal Ent account to account transfers. If the account is closed prior to month end, the dividend rate received will be the current dividend earning savings account rate and not the promotional Ent Extras savings dividend rate. The average daily balance is calculated by adding the principal ending balance in the account for each day of the month and dividing that figure by the number of days in the month. Dividends will begin to accrue on the first day of the month you deposit cash and/or noncash items.

**Fees:** This savings account has no minimum actual balance fee. Any other fees related to the use of this account (including automated teller machine [ATM] or inactive fees, etc.) are detailed in our Fee Schedule, which is accessible to all members upon request or on Ent.com.

**Transaction Limitations:** Deposit and withdrawal limitations exist when accessing this account by an ATM Card. (Reference your Visa® Debit Card or ATM Card Agreement and Disclosure for specific details.)

## 2. CHECKING (Dividend Earning)

**Compounding And Crediting:** Dividends will be computed daily and credited monthly. The dividend period begins on the first calendar day of the dividend period and ends on the last day of the dividend period. Dividends are paid on the last day of the dividend period.

**Balance Information:** There is no minimum actual balance required to open a dividend-earning checking account. Any account that remains at a zero balance or less for a period of thirty (30) days is subject to closure by the credit union.

**Balance Computation Method:** Dividends are calculated by the Daily Balance Method, which applies a daily periodic rate to the actual balance in the account at the end of each day. Dividends will begin to accrue on the business day you deposit cash and noncash items.

**Fees:** The checking account has no minimum actual balance fee. Any other fees related to the use of this account (including ATM, check printing, stop payment orders, insufficient check charges, courtesy pay or inactive fees, etc.) are detailed in the Fee Schedule, which is available to all members upon request.

**Transaction Limitations:** Deposit and withdrawal limitations exist when accessing this account by an ATM or Visa® Debit Card. (Reference your Visa® Debit Card or ATM Card Agreement and Disclosure for specific details.)

### CHECKING (Non-Dividend Earning)

**Balance Information:** There is no minimum actual balance required to open a non-dividend earning free checking account. This account does not pay dividends on any outstanding balance. Any account that remains at a zero actual balance or less for a period of thirty (30) days is subject to closure by the credit union.

**Fees:** The checking account has no minimum actual balance fee. Any other fees related to the use of this account (including ATM, check printing, stop payment orders, insufficient check charges, courtesy pay or inactive fees, etc.) are detailed in the Fee Schedule, which is available to all members upon request.

**Transaction Limitations:** Deposit and withdrawal limitations exist when accessing this account by an ATM or Visa® Debit Card. (Reference your Visa® Debit Card or ATM Card Agreement and Disclosure for specific details.)

### CHECKING (Ent Extras) (Product Ending 5/1/2021)

**Compounding And Crediting:** Dividends will be computed on the average daily actual balance based on applicable tiers and credited monthly. The dividend period begins on the first calendar day of the dividend period and ends on the last day of the dividend period. Dividends are paid on the last day of the dividend period.

**Balance Information:** The Ent Extras Checking account is a tiered rate account. There is no minimum actual balance required to open a dividend-earning Ent Extras Checking account. Any account that remains at a zero actual balance or less for a period of thirty (30) days is subject to closure by the credit union.

**Balance Computation Method:** Dividends are calculated on the Average Daily Balance Method, which applies a periodic rate to the average daily actual balance in the account for the month. A separate dividend periodic rate will be applied to the average daily actual balance of \$500 or less, provided a minimum five (5) transactions (debit or credit) were posted to this account, excluding dividend postings and internal Ent account to account transfers. If the account is closed prior to month end, the dividend rate received will be the current dividend earning checking account rate and not the promotional Ent Extras checking dividend rate. The average daily actual balance is calculated by adding the principal ending actual balance in the account for each day of the month and dividing that figure by the number of days in the month. Dividends will begin to accrue on the first day of the month you deposit cash and/or noncash items.

**Fees:** This checking account has no minimum actual balance fee. Any other fees related to the use of this account (including automated teller machine [ATM] or inactive fees, etc.) are detailed in our Fee Schedule, which is accessible to all members upon request or on Ent.com.

**Transaction Limitations:** Deposit and withdrawal limitations exist when accessing this account by an ATM or Visa® Debit. (Reference your Visa® Debit Card or ATM Card Agreement and Disclosure for specific details.)

**3. HEALTH SAVINGS ACCOUNT (Dividend Earning Checking)**

**Compounding And Crediting:** Dividends will be computed daily and credited monthly. The dividend period begins on the first calendar day of the dividend period and ends on the last day of the dividend period. Dividends are paid on the last day of the dividend period.

**Balance Information:** There is no minimum actual balance required to open this dividend earning checking account. Any account that remains at a zero balance or less for a period of thirty (30) days is subject to closure by the credit union. This is a tiered rate account. Please reference Ent.com or visit one of our service centers for current rate information.

**Balance Computation Method:** Dividends are calculated by the Daily Balance Method that applies a daily periodic rate to the actual balance in the account at the end of each day. Dividends will begin to accrue on the business day you deposit cash and noncash items.

**Fees:** This checking account has no monthly minimum actual balance fee. Any other fees related to the use of this account (including ATM, check printing, stop payment orders, insufficient check charges or inactive fees, etc.) are detailed in the Fee Schedule, which is available to all members upon request. Any other fees that are charged related to Health Savings Accounts may be posted to the member's savings or non-HSA regular checking account to ensure accurate year-end reporting.

**Transaction Limitations:** Deposits for any taxable year cannot exceed limits prescribed by the Department of the Treasury and the Internal Revenue Service (IRS). Courtesy pay, overdraft programs and automatic account transfers will not be available for Health Savings Accounts. Withdrawal limitations exist when accessing this account by a Visa® Debit Card. (Reference your Visa® Debit Card/ATM Card Agreement or Electronic Funds Transfer disclosure for specific details.)

**4. MONEY MARKET SAVINGS**

**Compounding And Crediting:** Dividends will be compounded daily and credited monthly. The dividend period begins on the first calendar day of the dividend period and ends on the last day of the dividend period. Dividends are paid on the last day of the dividend period.

**Balance Information:** The Money Market Savings is a tiered rate account. The minimum actual balance required to open a Money Market Savings account is \$2,500.

**Balance Computation Method:** Dividends are calculated by the Daily Balance Method, which applies a daily periodic rate to the principal actual balance in the account at the end of each day. Dividends will begin to accrue on the business day you deposit cash and noncash items.

**Fees:** The Money Market Savings account has no minimum actual balance fee. Any other fees related to the use of this account (including ATM or inactive fees, etc.) are detailed in the Fee Schedule, which is available to all members upon request.

**Transaction Limitations:** Deposit and withdrawal limitations exist when accessing this account by an ATM or Visa® Debit Card. (Reference your Visa® Debit Card or ATM Card Agreement and Disclosure for specific details.)

**5. INDIVIDUAL RETIREMENT SAVINGS ACCOUNT/COVERDELL EDUCATION SAVINGS**

**Compounding And Crediting:** Dividends will be computed daily and credited monthly. The dividend period begins on the first calendar day of the dividend period and ends on the last day of the dividend period. Dividends are paid on the last day of the dividend period.

**Balance Computation Method:** Dividends are calculated by the Daily Balance Method, which applies a daily periodic rate to the principal actual balance in the account at the end of each day. Dividends will begin to accrue on the business day you deposit cash and noncash items.

**Balance Information:** This account is a tiered rate account. The minimum actual balance required to open is \$5.

**Fees:** This account has no minimum actual balance fee. Penalties imposed by the IRS may apply.

**Transaction Limitations:** Any withdrawals on IRA accounts are subject to IRS limitations and/or penalties. Contributions are limited by IRS guidelines for the maximum dollar amount per year for wage earners and non-wage earning spouses. Please consult a tax advisor.

## 6. MY SAVINGS STARTER CERTIFICATES

**Compounding And Crediting:** Dividends are computed on a Simple Interest Basis and paid at maturity.

**Balance Computation Method:** Dividends are calculated by the Daily Balance Method, which applies a daily periodic rate to the actual balance in the account at the end of each day. Dividends will begin to accrue on the business day you deposit cash and noncash items.

**Balance Information:** The minimum actual balance required to open a Certificate account is \$25. At maturity, we will follow your instructions to either transfer the funds to another account of yours or mail a check to you. In the absence of instructions, we will transfer these funds to your savings account. At the Certificate annual renewal time, if all of the funds have been either transferred to another account or delivered to you and the Certificate account remains inactive for a period of thirty (30) days thereafter, the account may be closed due to inactivity.

**Renewal:** The Certificate is designed to allow you to choose your maturity date to save for special events. You may choose a maturity/renewal date between six (6) months and one (1) year from the date of opening. This certificate will automatically renew at the prevailing rate and term until you instruct us to close this product. Any automatic transfers that you have set up on this account will continue into each renewal period, unless you withdraw your transfer authorization in writing.

**Fees:** There are no direct fees related to the use of this account. Any other fees related to the use of this account are detailed in the Fee Schedule, which is available to all members upon request and on Ent.com.

**Penalties:** The penalty you incur for closing this account prior to maturity is the forfeiture of all accrued dividends.

**Transaction Limitations:** After your account is opened, you may add funds to your account at any time and in any amount. You may not make any withdrawals from your Certificate without closing the account.

We offer various types of priority, special or promotional certificate products that are subject to the terms of the Certificate Agreement. For minimum actual balance requirements please reference published Rate Sheet. Please reference Certificates/IRA Accounts for additional information.

## 7. CERTIFICATES/IRA ACCOUNTS

**Rate Information:** The dividend rate and Annual Percentage Yield on certificates offered may change at any time. At the direction of this credit union's Board of Directors, the dividend rate may change, without limitation, to a maximum or minimum level. The Annual Percentage Yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. Dividend rates and Annual Percentage Yields are normally fixed and will be in effect for the term of the account. Any certificate offered by us is subject to the terms of the Certificate Agreement, change or renewal notice, and the specific terms set forth for each account. The Annual Percentage Yield is based on the assumption that dividends will remain on deposit until maturity. Any withdrawal would result in a reduction of earnings. Rates vary by term and product. Current rate information is available upon request and at Ent.com.

**Nature Of Dividends:** Dividends are paid from current income and available earnings after required transfers to reserves have been made at the end of the dividend period. The dividend rates and Annual Percentage Yields are the prospective rates and yields that Ent anticipates paying for the applicable dividend period.

**Compounding And Crediting:** Dividends will be compounded and credited monthly. The dividend period begins on the first calendar day of the dividend period and ends on the last day of the dividend period. Dividends are paid on the last day of the dividend period.

**Balance Computation Method:** Dividends are calculated by the Daily Balance Method, which applies a daily periodic rate to the principal balance in the account at the end of each day. Dividends will begin to accrue on the business day you deposit cash and noncash items.

**Balance Information:** The minimum balance required to open a certificate or an IRA certificate is \$500.

**Fees:** There are no fees related to the use of this account.

**Transaction Limitations:** After your certificate account is opened, you may not add funds to your account, but you may make withdrawals of dividends from your account. Dividends withdrawn from IRAs before age 59½ may be subject to IRS penalties. Please consult a tax advisor.

**Maturity:** Your account will mature at the end of the term or at the maturity date set forth on your certificate, account receipt or renewal notice. At maturity, all accounts are automatically renewable for an identical term at the current appropriate dividend rate. Exceptions will be specifically stated on your certificate or disclosed on the renewal notice. You will have six (6) calendar days after the maturity date to withdraw funds without penalty.

**Penalties:** We may impose a penalty if you withdraw any of the principal before the maturity date or the renewal date. For certificates and IRA certificates with maturity of one (1) year or less, the amount of the early withdrawal penalty is ninety (90) days' forfeiture of dividends. For certificates and IRA certificates with maturity of more than one (1) year but less than thirty-six (36) months, the amount of the early withdrawal penalty is one hundred eighty (180) days' forfeiture of dividends. For certificates and IRA certificates with a maturity of thirty-six (36) months or greater, the early withdrawal penalty is three hundred

sixty-five (365) days' forfeiture of dividends. The penalty is calculated as a forfeiture of part of the dividends that have been or would be earned on the account. It applies whether or not the dividends have been earned. If the account has not yet earned enough dividends, the penalty will be all dividends earned with the remaining portion deducted from the principal.

FEDERAL LAW PROHIBITS THE GUARANTEE OF DIVIDENDS SINCE DIVIDENDS ARE BASED ON AVAILABLE EARNINGS AT THE END OF THE DIVIDEND PERIOD.

## Electronic Fund Transfers Your Rights And Responsibilities

The following information details your rights and responsibilities under laws governing Electronic Fund Transfers (EFT) as they apply to your accounts at the credit union that are established primarily for personal, family or household purposes. Please read this disclosure carefully to be familiar with your rights and responsibilities for EFT transactions. It is important to retain this notice for future reference.

### TYPES OF ELECTRONIC FUND TRANSFERS

**Electronic Check Conversion/Electronic Returned Check Fees.** If you pay for something with a check you may be authorizing your check to be converted to an EFT. You may also be authorizing the payee or third party to electronically debit your account for fees assessed on any unpaid or returned check(s) or item(s). You are considered to have authorized these EFTs if you complete the transaction after being told (orally or by a notice posted or sent to you) that the check(s), item(s) or fees may be processed electronically or if you sign a written authorization.

**Direct Deposits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s). Often direct deposits are processed through an Automated Clearing House (ACH) network that was pre-authorized by you. Examples of direct deposits include paychecks, Social Security and other government benefits, allotments, retirement benefits and dividends.

**Pre-authorized Withdrawals.** You may make arrangements to pay certain recurring bills from your checking or savings account(s). Pre-authorized payments from your account can include, but are not limited to, insurance company premiums, installment loan payments to other financial institutions or utility payments.

**Telephone Transfers.** You may access your account by telephone 24 hours a day, seven (7) days a week, by calling (719) 591-7717 or out of state toll free 800-441-4882 by using your personal identification number (PIN), a touch tone phone and your account numbers to:

- transfer funds from savings accounts to checking accounts;
- transfer funds to make loan payments; or
- obtain account information.

**ATM Access Cards.** The types of transactions and dollar limitations are set by the financial institution that owns the actual automated teller machine (ATM) and/or the servicing network with which it is linked. You may access your account(s) through an ATM by using a card with ATM access capabilities and inputting your PIN to:

- make withdrawals from your savings or checking account(s) up to your available balance plus any available Overdraft Programs;
- make deposits into your savings or checking account(s) (at participating ATM locations);
- transfer funds between savings and checking account(s); and
- obtain your actual and available balances on your savings or checking account(s).

**ATM/Debit Cards.** You may perform the functions listed under ATM Access Cards. In addition, you may use your debit card to access your checking account to purchase goods, pay for services, and obtain cash advances from participating merchants and financial institutions subject to the limitations in this Agreement. However, daily withdrawal limitations will apply.

**Accounts Using Cards and/or PINs.** You cannot use the card and/or PIN to transfer money into or out of your account until we have validated it. If you do not want the use of the card, please destroy it by cutting it in half and notifying us immediately. Your PIN is issued for security purposes. It should remain confidential and not be disclosed to a third party.

**Electronic Services.** Ent provides online banking, mobile banking, telephone banking and other electronic services such as online bill payment. Information and disclosures on electronic services are made available to you at Ent.com or by asking a Member Service Representative.

**Shared Service Centers.** Ent account owners may perform limited transactions at other licensed credit union service centers that are members of the CO-OP Shared Branch network.

### CHARGES FOR ELECTRONIC FUND TRANSFERS

- We do not charge for direct deposits to any type of account(s).
- We do not charge for pre-authorized withdrawals from any type of account(s).
- We do not charge for transactions or inquiries performed through the audio teller.

Charges associated with the use of your ATM or debit card are listed in the Fee Schedule. Visa® Foreign Currency Transaction Fees will be assessed to purchases made outside of the United States as well as to online purchases made within the United States but the merchant is located outside the United States. When using an ATM that is not owned or operated by Ent you may be charged a "foreign" ATM fee or out-of-network fee in addition to the fee that we charge you. Ent has no control over these charges and they are



charged to you at the time of withdrawal. You will be given the option to stop the transaction by not accepting these charges assessed to you by the owner/operator of the ATM. Charges associated with transactions at shared branch service centers or related to account activity are included in our Fee Schedule.

#### **BUSINESS DAY DISCLOSURE**

Our business days are Monday through Friday. Saturdays, Sundays and federal holidays are excluded.

#### **RIGHT TO DOCUMENTATION**

**Direct Deposits.** If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at (719) 574-1100, 800-525-9623 or use telephone or online banking to verify the deposit has been made.

**Terminal Transfers.** You can obtain a receipt at the time you make any transfer to or from your account(s) using an ATM.

**Periodic Statements.** You will get a monthly account statement from us for your checking account(s). You will get an account statement from us for your savings account(s) on a periodic basis to reflect all transfers made to your account.

#### **RIGHT TO STOP PAYMENT**

**Right to Stop Payment and Procedure for Doing So.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments by calling or writing us at the telephone numbers or address listed in this disclosure in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. You may also stop payment on an item(s) via Internet access. Please refer to our Fee Schedule for the amount we will charge you for each stop payment order you give.

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

**Liability for Failure to Stop Payment of Pre-authorized Transfer.** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

#### **OUR LIABILITY**

**Liability for Failure to Make Transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable to you under certain circumstances, including without limitation, the following:

- through no fault of ours, you do not have enough funds available in your account to make the transfer;
- the transfer would exceed the credit limit on your line of credit;
- the ATM where you are requesting cash does not have enough cash;
- the terminal or system was not working properly and you knew about the breakdown when you started the transfer;
- your Visa® Debit Card or ATM Card is retrieved or retained by ATM;
- your card or PIN has been lost or stolen and we have blocked the account;
- circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken;
- your account is in default;
- the funds are subject to legal process or other encumbrance restricting such transfer;
- account ownership cannot be verified by switch network;
- we are unable to properly verify that the transaction was authorized by you; or
- Federal regulations prohibit the processing of the transaction.

#### **SUSPENSION OF EFT ACCESS OR SERVICE**

If you are in breach of this Agreement or any other loan or service agreement with us or we suspect fraudulent activity on your account, we may without prior notice restrict access to your accounts or suspend your electronic services or access devices, including ATM or debit cards and online or mobile banking services. Such restrictions may continue until you cure any breach condition or any fraud condition is resolved.

#### **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

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

- where it is necessary for completing transfers;
- in order to verify the existence and condition of your account for a third party, such as a credit reporting agency or merchant;
- in order to comply with government agency or court orders; or
- if you give us written permission.

**UNAUTHORIZED USE**

Telephone us at once, if you believe your card and/or PIN has been lost or stolen, your PIN compromised, or if an EFT has been made without your permission using information from your card or check. Telephoning is the best way of keeping your possible losses to a minimum. Your prompt notification will allow us to protect your account as well as the credit union. 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 or provided to you, you may not get back any money you lost after the sixty (60) days, if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from informing us, we may extend the time periods. If you believe your card and/or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone numbers or address listed in this disclosure.

**ERROR RESOLUTION**

In case of errors or questions about your electronic transfers, call or write us at the telephone numbers or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. If the transaction is a foreign remittance, we must hear from you no later than one hundred eighty (180) days after the transaction appeared on your statement. You must notify us of the following:

1. Your name and account number.
2. The error or the transfer you are unsure about, and explain as clearly as possible why you believe it is an error or why you need more information.
3. The dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error has occurred within ten (10) business days after notification and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to undertake additional investigation, we will provisionally credit your account within ten (10) business days (twenty (20) business days if your account has been open for thirty (30) days or less) for the amount you think is in error. This provisional credit enables you to have the use of the funds during the time it takes us to complete our investigation. If the error concerns an electronic transfer that is (1) a foreign-initiated transaction, (2) point-of-sale debit card transaction or (3) a transaction occurring within the first thirty (30) days after a deposit to a new account, a ninety (90) day investigation period in place of forty-five (45) days will apply. Please note that if we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days after our request, we may not credit your account. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Please direct inquiries or questions to:

Ent Credit Union  
P.O. BOX 15819  
Colorado Springs, CO 80935-5819  
Telephone: (719) 574-1100 or 800-525-9623