IMPORTANT ACCOUNT INFORMATION
MEMBERSHIP AND ACCOUNT AGREEMENT
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MEMBERSHIP AND ACCOUNT AGREEMENT

The following Membership and Account Agreement ("Agreement") covers your and our rights and responsibilities in relation to account(s) offered to you by Wings Credit Union. In all following agreements herein 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 Wings Credit Union. The word "account" means any one or more share or other accounts you have with the credit union. Share accounts and share draft accounts are hereafter referred to as savings and checking, respectively.

By 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 Agreement, Deposit Availability Disclosure, Savings & Checking Account Disclosure, Rate and Fee Schedules, any account receipt associated with this Agreement, Electronic Fund Transfer (EFT) Terms and the Bylaws and policies of the credit union 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.

The frequency and conditions that warrant the payment of dividends on all accounts are in accordance with the credit union's Bylaws. Dividends on all accounts are paid as permitted by the National Credit Union Association (NCUA) Regulations 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.

Please read this Agreement carefully. It requires us to resolve disputes through individual arbitration rather than jury trials or class action. For more information, including how you may opt out of arbitration, please read section 27 below.

1. MEMBERSHIP

To be eligible for membership with the credit union, you must qualify under our approved field of membership. To be a member and maintain accounts with us you must purchase one share in the credit union. The par value of a share in this credit union is $5.00. The credit union is a not-for-profit corporation. If you qualify for membership, you may join the credit union 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 Signature Card by mail, please include a check or money order made payable to the 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. We 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 decedent'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 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 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 the trustee(s) to complete a "Credit Union Affidavit of Trust" or similar Certificate of Trust. An IRA is a distinct account type and cannot be converted under a trust. The credit union cannot act as the trustee on any trust account. The credit union, 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 Health Savings Accounts.

1) **Indemnity Agreement by Trustee**. All Trustees agree to indemnify, keep indemnified and hold the credit union harmless from and against any and all claims, demands, actions, proceedings, judgments, losses, damages, counsel fees, payments, expenses and liabilities whatsoever, which it at any time shall or may sustain or incur by and reason of: (a) the credit union having complied with the request of the Trustee(s) concerning the account, (b) any claims or demands which may be made with respect to the Trust, (c) the credit union declining to honor the Trust or Certification of Trust instrument, or (d) payment or transfer of credit which we may give, make or permit with respect to this Agreement or the Trust, whether through inadvertence, accident, oversight, neglect or otherwise.

The liability of the Trustee(s) under this Agreement is joint and severable and shall accrue immediately upon the presentation of any claim by any of the Trustee(s), or any of their assigns, heirs or beneficiaries. This Agreement shall be effective and binding upon the Trustee(s)' respective assigns, successors and legal representatives. Funds may be withdrawn on the Trust account by any Trustee.

e. **Estate Accounts**. An Estate Account may be established if either the deceased person or the Personal Representative of the Estate has had a relationship with us for the past six (6) months. The Estate must have a TIN and all transactions must be completed by the Personal Representative in their representative capacity.

1) **Indemnity Agreement by Personal Representative**. The Personal Representative agrees to indemnify, keep indemnified and hold the credit union harmless from and against any and all claims, demands, actions, proceedings, judgments, losses, damages, attorney fees, payments, expenses and liabilities whatsoever, which it at any time shall or may sustain or incur by and reason of: (a) the credit union having complied with the request of the Personal Representative concerning the account, (b) any claims or demands which may be made with respect to the Estate Account, (c) the credit union declining to honor the requests of the Personal Representative , or (d) payment or transfer of credit which we may give, make or permit with respect to this Agreement, whether through inadvertence, accident, oversight, neglect or otherwise. The liability of the Personal Representative under this Agreement shall accrue immediately upon the presentation of any claim by any of the Estate's assigns, heirs or beneficiaries. This Agreement shall be effective and binding upon the Personal Representative and any successor.

f. **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 about the use or purpose of any transaction by the minor or any account owners. The credit union 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.

g. **Uniform Transfers to Minors Account.** A Uniform Transfer to Minors Act (UTTMA) account is an individual account established by a member as a custodian by depositing funds as an irrevocable gift to a minor. We will only open UTTMA accounts if either the minor or the custodian has had an existing relationship in good standing with us for the past six (6) months. 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. At the time the account is established, or any time afterwards, the custodian may name a successor custodian. A successor custodian has no authority to make transactions or receive information regarding a custodial account until the death or resignation of the custodian. We will have no liability or responsibility to the custodian, the minor, or the minor's legal representative(s) or anyone else if we follow the instructions of a named custodian or successor custodian.

We have no duty to inquire about 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 twenty-one (21) years old. It is the custodian's responsibility to properly distribute the funds in the account upon the minor's death or attainment of the age of majority.

h. **Power of Attorney**. You may appoint another person to act as your Attorney-in-Fact in connection with your account, as long as it is in a form acceptable to us. We may act on the authority until we receive written notification of its revocation. A power of attorney given by any joint owner on an account shall be effective despite the objection of another joint owner(s) on the same account. An Attorney-in-Fact shall not have the authority to change any beneficiary designations on an account or add themselves as a joint owner on an account unless the Power of Attorney specifically states such authority.

   The credit union has the right to review and approve, or refuse to accept, any form of a power of attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney which we reasonably conclude is invalid or unreliable, or which has been revoked. We may restrict or refuse instruction from the Attorney-in-Fact, if in good faith, we believe the Power of Attorney does not authorize the Attorney-in-Fact to act. However, we are not responsible nor liable to you for the actions of the Attorney-in-Fact, including the misuse of funds or exceeding the authority set forth in the Power of Attorney. You agree to indemnify us from any loss we incur as a consequence of accepting the Power of Attorney.

i. **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 member voting rights. We have no duty to inquire about the use or purpose of any transaction by the agent. Signator designation is usually limited to commercial, corporation, business, association, or partnership accounts.

j. **Business Accounts.** Sole proprietorship, partnership, limited liability company, limited liability limited partnership, corporation and unincorporated business association/organization accounts may be opened with appropriate supporting documentation. We reserve 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 Business Banking Schedule of Fees and Charges and additional terms and conditions on our Business/Corporate Deposit Resolution and Agreement, Certification of Beneficial Owners, and Business/Corporate Signature Card. Using a personal account as a business account is strictly prohibited and accounts are subject to closure if misused. (See Section 20 below.)

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. **Warranties**. You make the following warranties to the credit union concerning each item you deposit, or which we cash for you or give other consideration: all necessary signatures and endorsements have been placed on the item and are genuine; the item has not been materially altered and you have good title to it; and no defense of any party to the item is good against you. If any such warranty is breached, we may deduct the amount of the item, plus expenses, from any of your accounts or otherwise collect from you. If we determine an error has been made on your account regarding any transfer, deposit or withdrawal, we may correct the error, including debiting your account, without any further liability to you.

   1) If a claim is made against us, or when we receive notice of a potential claim involving a breach of any warranty referenced in paragraph 4.a. above, we may withhold from any of your accounts the amount in dispute, plus fees, until the claim is resolved. The claim will be considered valid unless you give us written notice contesting the claim within ten (10) days after we notify you. On request, you will promptly furnish an affidavit stating

your factual basis for contesting the claim. You also will defend and indemnify us from all liability and losses we may incur by not honoring a disputed claim

b. **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. 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. We are not liable for payment of any check contrary to a restrictive legend, restrictive endorsement or other limitation contained in or on the item. We may refuse to accept any check drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check, and we shall have no liability for refusing payment. You agree that we may refuse to accept a 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.

c. **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.

d. **Final Payment.** All items or Automated 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 or 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.

e. **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 you have with us. 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 your 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 we may deduct the amount returned from any of your accounts, unless prohibited by law.

f. **Crediting of Deposits.** Deposits made after the deposit cutoff time and deposits made on credit union holidays and on days that are not credit union business days 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. 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 us to chargeback or collect from any of your share or deposit account(s), any amounts we 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. All transactions

are subject to final verification by us. You authorize us to correct any posting errors to your account if the funds were not properly payable to an account owner without prior notice to you except as may be required by law. All deposits are subject to the credit union's Deposit Availability Policy.

1) **Foreign Checks**. Checks drawn on financial institutions outside the United States may be handled on a collection basis. Generally, availability of funds from foreign check deposits will be delayed until we have collected the funds from the institutions on which they are drawn.

5. ACCESS TO CREDIT UNION ACCOUNTS

a. **Authorized Signature.** We must have your authorized signature on a Signature Card or an electronic signature, as provided by our 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.

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 wire or ACH transfer, we are not required to notify you at the time the funds are received. The transfer will be shown in 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. We (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 us to utilize any security procedure we deem 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 (Nacha). Additional information, including restrictions and liabilities, is outlined in our Wire 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 Savings & Checking Account 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 our 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 your 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. **Transaction Authorizations.** Authorization holds affect the available balance in your account and may account for all or some of the differences between your actual balance and your available balance. We have 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 our Deposit Availability Disclosure, 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 the Electronic Funds Transfer Terms section of this Agreement.

c. **Mortgage Payment Processing.** For members who have a mortgage loan with the credit union and pay that loan through automatic payments directly from another credit union 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.

d. **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 (1) 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.** The credit union 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). If we pay for an overdraft, we will charge the fee described in our Fee Schedule, which is updated periodically.

   Members who would like an alternative option to covering overdrafts or 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. We may restrict the number of accounts offered a Courtesy Pay (Overdraft) Protection Program in our sole discretion. Courtesy Pay (Overdraft) Protection is not offered for business or corporate accounts.

c. **ATM and One-Time (Everyday) Debit-Card Transactions (Opt-in Required).** For us to authorize ATM, or every day one-time, debit-card transactions that may overdraft your account, you must affirmatively opt-in by executing our Overdraft Options Opt-In Disclosure. If there are insufficient funds to cover an ATM or everyday debit card transaction at the time a debit transaction is authorized, we may approve the transaction up to a predetermined limit. The limit is based on the primary account owner's account balance and transaction history. There is a fee for transactions covered/authorized. See our Fee Schedule.

d. **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 our 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. Please note that if you have both an Overdraft Protection Plan and Courtesy Pay we will attempt to transfer the necessary funds from another account before using Courtesy Pay.

If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits.

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.

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 service center. 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 our Deposit Availability Disclosure 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 been posted will not appear in your actual balance.

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 we have authorized but that have not yet posted to your account.

Your available balance at the time transactions are authorized and posted are both used to determine when and whether your account is overdrawn.

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, debit card and ACH transactions that you have authorized, or other outstanding transactions that have not been 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 $275 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 $6,725 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 Deposit 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.

a. **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.

b. **ACH Payments.** We receive multiple data files every day from the Federal Reserve with ACH transactions. These include, for example, automatic bill payments 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, Nacha's Rules.

c. **Point of Sale (POS) Debit Card Transactions.** These are transactions where you use your debit card, and you enter your personal identification number (PIN) 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.

d. **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. 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 (1) 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 3 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 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 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 the credit union, 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 the credit union, 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 fees, damages or claims related to the credit union'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. CREDIT UNION LIABILITY

If we do not properly complete a transaction according to this Agreement, the credit union 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 the credit union. We will not be liable for consequential damages, except liability for wrongful dishonor. Our 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 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.

Unless another time is provided in another provision of this Agreement or required by applicable law, an action or proceeding by you to enforce an obligation, duty, or right arising under this Agreement or under applicable law with respect to your account must be commenced within one (1) year after the cause of action accrues. This limitation on time to bring an action shall survive any termination, amendment, or expiration of this Agreement, or any other relationship between the parties.

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. However, our lien rights do not extend to any IRA or similar tax-deferred deposit. You authorize government payments and deposits made to your account can be used for the repayment of any obligation owed to us. We may apply these funds in any order to pay off your indebtedness. If we choose not to enforce any such lien, we do not waive our rights to enforce the lien at a later time. In addition, you grant us a consensual security interest in your accounts and agree we may use the funds from your accounts to pay any debt or amount now or hereafter owed us. At our discretion, we may exercise our right of set off and apply the funds from any account you are the 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. You agree that a security interest granted by or on behalf of one owner of an account will continue to secure that owner's obligation to us even after that owner dies.

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 proper 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 the credit union's lien and security interests. We will comply with federal government and state of Colorado requirements such as Office of Foreign Asset Control (OFAC), USA PATRIOT and Bank Secrecy Acts and any other programs requiring a credit union's involvement.

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. We will not be liable for any items that are dishonored because of placing a hold on funds in your account for these reasons. If the credit union freezes your account, the credit union will give any notice as required by law. If you claim a credit or refund because of a forgery, alteration or any other unauthorized withdrawal or account dispute, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit or completing any documents requested by us containing whatever information we may require concerning your account, the transaction, the dispute and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal acts related to the claim of lost, missing or stolen checks or unauthorized withdrawals or charges. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Additional reporting may be required to law enforcement if the account involves suspected elder abuse. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure or otherwise reimburse you for your loss. You will pursue your rights, at our option, assign them to us, or we may pursue them.

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 to 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 our sole discretion. 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, electronic 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 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 of account opening. Foreign residents may provide us with their government issued identification 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, the credit union 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 the credit union 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 our 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 charged to your account unless you notify us in writing within the above time limits.

d. **Delivery.** You may elect to receive notices, periodic statements, and disclosures by means of electronic delivery if you provide your consent to Electronic Document Delivery and Electronic Signatures. Please see our Electronic Services Disclosure, Policy and Agreement which is available upon request or on Wings.com. 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 our 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 our Fee Schedule. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable 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 the credit union 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 – LIMITATION OF PRODUCT OR SERVICE – MEMBER IN GOOD STANDING

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, abuse or mismanagement of any of your accounts, products or services (mismanagement may mean, among other actions, multiple reissues, compromises or losses related to your debit/ATM card within a twelve-month period, providing online banking log-in credentials or personal information to another person); (g) false or inaccurate information has been provided to obtain an account or related services; (h) the account has been utilized to conduct illegal or suspicious 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, other members or volunteers over the phone, via electronic communications, on credit union premises or at shared branches; (k) you conduct activity, illegal or otherwise, on credit union premises or at shared branches that negatively impacts the physical safety of staff, members or volunteers; (l) you use a personal account for business or commercial purposes; or (m) we reasonably deem it necessary to prevent a loss to the credit union.

We reserve the right to restrict or suspend account access and services, without notice, to any member who is not in good standing, which includes, but is not limited to, members who have: (a) misused their account or other services; (b) demonstrated conduct which is abusive in nature, as outlined in any policy we have adopted regarding restricting services; (c) a delinquent loan; (d) not maintained the minimum share balance of $5 in a savings or Money Market Savings account; (e) an unresolved deposited returned check; (f) any unpaid and uncollected credit union fees; (g) a negative balance on an account; (h) caused the credit union to suffer a loss; (i) committed or attempted to commit fraud; or (j) used accounts or services in furtherance of an illegal purpose. 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 the credit union after giving notice of your intent to withdraw from membership. You may be denied services or expelled from membership for any reason consistent with the credit union's bylaws and as allowed by applicable law, including causing a loss to the credit union, providing false or inaccurate information to obtain an account, or failure to maintain the minimum share balance. You will be provided with written notice of the reasons for

your expulsion and a reasonable opportunity to be heard prior to your expulsion from membership.

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 the credit union resulting from honoring that claim. This Agreement is binding upon any heir(s) or legal representative(s) of any account owner.

23. SEVERABILITY

Except as specified in section 27(h), 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.

24. LEGAL USE OF ACCOUNTS AND SERVICES

Any financial service provided by us 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 the credit union for such illegal activity directly or indirectly related to it. You also agree to indemnify and hold us harmless from any suits or other legal action or liability, directly or indirectly, resulting from such illegal use.

25. 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 the credit union brings a legal action to enforce this 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 any 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 assist in the collection of an account.

26. GOVERNING LAW AND FORUM SELECTION

This Agreement is governed by the credit union's Bylaws, federal laws and regulations, regulations of the state in which the credit union'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 the state and federal courts of Colorado will have exclusive jurisdiction over any disputes (except for disputes brought in small claims court) that are not subject to arbitration or over any action involving the applicability or enforceability of Section 27 or any of its parts. Colorado statute of limitations shall apply to all legal actions brought against the credit union. We will comply with federal government and state of Colorado requirements such as Office of Foreign Asset Control (OFAC), USA PATRIOT and Bank Secrecy Acts and any other programs requiring a credit union's involvement.

27. DISPUTE RESOLUTION BY INDIVIDUAL ARBITRATION

This arbitration provision is optional. If you do not wish to accept it, you must follow the instructions in subsection (k)

below to reject arbitration. Unless you timely reject arbitration, this arbitration provision is binding on you and us.

a. **Claims subject to arbitration.** Except as specified in subsection (b) below, any dispute or claim between you and us must be arbitrated if either party elects arbitration of that dispute or claim. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between you and us, whether based in contract, tort, fraud, misrepresentation, or any other statutory or common-law legal theory;
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to account or member applications);
- claims for mental or emotional distress or injury not arising out of bodily injury;
- claims asserted in a court of general jurisdiction against you or us, including counterclaims, cross-claims, or third-party claims, that you or we elect to arbitrate in the answer or other responsive pleading; and
- claims that may arise after the termination of this Agreement.

In this arbitration provision only, references to "we," "us," and "our" mean Wings Credit Union, its employees, agents, affiliates, subsidiaries, parent companies, successors, and assigns. In addition, references to "you" and "your" mean each and all of the account owners and anyone else with the authority to deposit, withdraw, or exercise control over the funds in an account you are opening with us, and if the account owner is a business, the account owner's parents, subsidiaries, affiliates, predecessors, successors, assigns, and each of those entities' agents and employees. This arbitration provision does not preclude you or us from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against you or us on the other's behalf. Nor does this arbitration provision preclude either you or us from exercising self-help remedies (including setoff), and exercising such a remedy is not a waiver of the right to invoke arbitration of any dispute. You and we each waive the right to a trial by jury or to participate in a class action whenever either you or we elect arbitration. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

b. **Claims not subject to arbitration.** You and we agree that the following disputes or claims cannot be arbitrated:

- claims arising from bodily injury or death;
- claims seeking only individualized relief asserted by you or us in small claims court, so long as the action remains in that court and is not removed or appealed to a court of general jurisdiction, in which case either party may elect arbitration;
- claims relating to residential mortgages or an extension of credit under a separate agreement or note (such as a separate loan agreement, promissory note, or bank card agreement), which shall be governed by the dispute-resolution procedures set forth in that separate agreement or note; and
- disputes over the scope and enforceability of this Dispute Resolution by Binding Arbitration section, whether a dispute or claim can or must be brought in arbitration, or whether subsections (d) or (g) have been violated.

c. **Pre-Arbitration Notice of Disputes and Informal Settlement Conference.** Before either you or we commence arbitration, the claimant must first send to the other a written Notice of Dispute (“Notice”). The Notice to us should be sent to: Wings Credit Union, Legal Department, 11550 Ent Parkway, Colorado Springs, Colorado 80921 (“Notice Address”). The Notice to you will be sent to your address on file with your account. The Notice must include: (a) the claimant’s name, mailing and email addresses, and phone number; (b) the account number(s) at issue; (c) a description of the nature and basis of the claim or dispute; and (d) the specific relief sought. The Notice

must be personally signed by you (if you are the claimant) or by a bank representative (if we are the claimant). To safeguard your account, if you have retained a lawyer to submit your Notice, you must also provide your signed written authorization allowing us to discuss the dispute and your account with your lawyer ("Attorney Authorization"). If necessary, either we or your lawyer may later ask you to sign a broader authorization that allows us to disclose some or all of your account records to your lawyer. In addition, if we suspect fraud, we may ask you to verify your identity or that the Notice or Account Authorization is genuine ("Verification"), and you agree to do so upon request.

After a signed Notice containing all of the required information above is received (including an Attorney Authorization if you are represented by counsel and Verification if requested), within 60 days, either party may request an individualized discussion (by telephone or videoconference) regarding settlement ("Informal Settlement Conference"). The parties must work together in good faith to select a mutually agreeable time during business hours for the Informal Settlement Conference (which can be after the 60-day period). You and our business representative must both personally participate in the Informal Settlement Conference, unless otherwise agreed in writing. Your and our lawyers (if any) also can participate.

Any applicable statute of limitations or contractual limitations periods will be tolled during the Informal Resolution Period, which is the period between the date that a fully complete Notice is received by the other party and the later of (i) 60 days later or (ii) the date an Informal Settlement Conference is completed, if timely requested.

d. **Commencing Arbitration.** An arbitration proceeding cannot be commenced until after the Informal Resolution Period has ended. A court will have authority to enforce this subsection, including the power to enjoin the filing or prosecution of arbitrations without first providing a fully complete Notice and participating in a timely requested Informal Settlement Conference. The court also may enjoin the assessment or collection of arbitration fees incurred as a result of such arbitrations. Further, unless prohibited by applicable law, the arbitration provider shall not accept nor administer any arbitration nor assess any fees unless the claimant has complied with the Notice and Informal Settlement Conference requirements of subsection (c).

e. **Arbitration Procedure.** The arbitration will be governed by the Consumer Arbitration Rules ("AAA Rules") of the American Arbitration Association ("AAA"), as modified by this arbitration provision, and will be administered by the AAA. (If the AAA is unavailable or unwilling to administer arbitrations consistent with this arbitration provision, another arbitration provider shall be selected by agreement of the parties or, if there is not agreement, by the court.) The AAA Rules are available online at www.adr.org or by writing to the Notice Address. As in court, you and we agree that any counsel representing someone in arbitration certifies that they will comply with the requirements of Federal Rule of Civil Procedure 11(b), including a certification that the claim or the relief sought is neither frivolous nor brought for an improper purpose. The arbitrator is authorized to impose any sanctions available under that rule, the AAA Rules, or applicable federal or state law against all appropriate represented parties and counsel. The arbitrator may consider rulings in arbitrations involving other members, but an arbitrator's ruling is not binding in proceedings involving other members. Except as provided in subsection (g) below, the arbitrator shall apply the same substantive law that a court would apply and can award the same individualized remedies (including punitive and statutory damages and statutory attorney's fees and costs) that a court could award under applicable law and this Agreement. Unless you and we agree otherwise, any in-person arbitration hearings will take place in the county of your address on file with your account. The arbitrator may also conduct proceedings telephonically, by videoconference, or on the basis of papers submitted by the parties, as provided by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

f. **Minimum Recovery.** During the arbitration, the amount of any settlement offer shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you are entitled. If you are the claimant, you had complied with this subsection and subsections (c) and (d), and the arbitrator awards you an

amount of money that exceeds the value of our last written settlement to you before the appointment of the arbitrator, then we will pay you $1,000 in lieu of any smaller award (the "Minimum Recovery"). In determining whether you are entitled to the Minimum Recovery, the arbitrator shall not consider amounts offered or awarded for attorneys' fees or costs. Any disputes as to recovery of the Minimum Recovery shall be resolved by the arbitrator and must be raised within 14 days of the arbitrator's ruling on the merits.

g. **Arbitration Fees.** If we initiate an arbitration, we will pay all AAA filing, administration, case-management, hearing, and arbitrator fees ("AAA Fees"). If you initiate an arbitration, the AAA Rules will govern the allocation of AAA Fees. But if your claims are valued at $10,000 or less, we will pay all AAA Fees, so long as you have fully complied with the requirements of subsections (c) and (d). In such cases, we will pay the filing fee directly to the AAA upon receiving a written request at the Notice Address that you have commenced arbitration or, if the AAA makes you pay the filing fee, we will send that amount to the AAA and request that the AAA reimburse you. If, however, the arbitrator finds that you violated the standards set forth in Federal Rule of Civil Procedure 11(b), then the payment of all AAA Fees will be governed by the AAA Rules. In such case, you agree to reimburse us for all monies previously disbursed that are otherwise your obligation to pay under the AAA Rules.

h. **Requirement of Individual Arbitration.** The arbitrator may award relief (including monetary, declaratory, or injunctive relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. Further, unless both you and we agree otherwise, the arbitrator may not consolidate the claims of more than one person (except for the claims of co- or joint account owners pertaining to that account) and may not otherwise preside over any form of a representative, class, or private attorney general proceeding. If, after exhaustion of all appeals, any of these prohibitions on non-individualized relief or proceedings or on consolidation are found to be unenforceable with respect to a particular claim or with respect to a particular request for relief (such as a request for injunctive relief), then that claim or request for relief shall be severed and decided by a court after all other claims and requests for relief are arbitrated.

i. **Additional Procedures for Business or Complex Disputes.** If you are a business and the relief sought by either you or us in an arbitration exceeds $75,000 in value (not counting amounts sought for punitive or treble damages or for attorneys' fees or costs), then the AAA's Commercial Arbitration Rules rather than the Consumer Arbitration Rules shall apply, and the Commercial Rules will govern the allocation of AAA Fees instead of subsection (g). If you are a consumer and the relief sought by either you or us in an arbitration exceeds $1,000,000 in value (not counting amounts sought for punitive, treble, or emotional harm damages or for attorneys' fees or costs), then the same switch to the Commercial Arbitration Rules shall apply if both you and we agree. In addition, in such cases, regardless of whether you are a business or consumer customer, either party may appeal the final award to a three-arbitrator panel pursuant to the AAA's Optional Appellate Rules by providing written notice within 30 days of the award. The appellant shall pay all fees and costs for the appeal unless the panel determines that the appellant is the prevailing party, in which case the panel shall have the discretion in its final award to reallocate the fees and costs as justice or otherwise applicable law requires. If there is a cross-appeal, the costs shall be borne equally by both sides, subject to reallocation by the panel in its final award as justice or otherwise applicable law requires.

j. **Future Changes to Arbitration Provision.** Notwithstanding any provision in this Agreement to the contrary, you and we agree that if we make any future change to this arbitration provision (other than a change to the Notice Address), you may reject that change by sending us written notice, personally signed by you, within 30 days of the first notice change to the Notice Address provided above. By rejecting that future change, you are agreeing that you will arbitrate any dispute or claim between you and us in accordance with the language of this provision, as amended by any changes that you did not timely reject.

k. **Right to Opt-Out.** If you do not wish to arbitrate, you may reject this arbitration provision by sending a rejection notice by email to arbitration@ent.com or by mail to the Notice Address above ("Rejection Notice"). To be valid, a Rejection Notice must: (a) include your name, account number(s), and a statement personally signed by you that you are rejecting the arbitration provision in this Agreement; and (b) be received by us within 30 days after the opening of your account. If an arbitration provision has been added for the first time to the agreement for an existing account, your Rejection Notice must be postmarked on or before the effective date of that amendment to that agreement. If your Rejection Notice complies with these requirements, this arbitration provision will not apply to you with respect to any claims that you or we commence in litigation or arbitration after we receive your Rejection Notice. Rejecting this arbitration provision will not affect your other rights or responsibilities under this Agreement. Nor will it affect any other arbitration agreements between you and us, such as arbitration provisions in other contracts between you and us.

l. **Military Lending Act.** If you are a covered member of the armed forces or the dependent of a covered member within the meaning of the Military Lending Act and your Agreement with us involves an extension of consumer credit under that Act, then you are not required to arbitrate disputes.

FOR MORE DETAILS or if you have questions, contact us at (719) 574-1100. If you have questions about AAA procedures, go to the AAA's website, www.adr.org, or call AAA at (800) 778-7879.

28. AFFINITY CARD PROGRAMS

At account opening, or anytime thereafter, the credit union may offer the ability to participate in programs that (i) focus on fundraising, or (ii) may provide discounts or other benefits to cardholders as described in the associated programs details. Affinity debit cards can only be associated with a member's personal checking account and are not available for business, corporate, HSA, trust or club accounts.

29. FRAUD PREVENTION SERVICES

Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which would have been prevented by the services we offered. You will not be responsible for such transaction if we acted in bad faith or to the extent our negligence contributed to the loss.

30. INDEMNIFICATION OF THE CREDIT UNION

Indemnification of the credit union shall come from the member or any account's joint owner. The member or joint owner signing on the membership application shall indemnify (repay) the credit union for any loss incurred in conjunction with an account. This indemnification does not prohibit the credit union from seeking recovery of a loss from any other party to the loss, regardless if they are or are not signers of authorized individuals.

ELECTRONIC FUNDS TRANSFER

YOUR RIGHTS AND RESPONSIBILITIES

The following information details your rights and responsibilities under the 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. EFTs are electronically initiated transfers of money involving an account with us and multiple access options, including online banking, direct deposits, automated teller machines (ATMs) and Visa® Debit Cards (Card). It is important to retain this notice for future reference.

1. TYPES OF ELECTRONIC FUND TRANSFERS

a. **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.

b. **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.

c. **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.

d. **Telephone Transfers.** You may access your account by telephone 24 hours a day, seven (7) days a week, by calling (719) 591-7717 by using your personal identification number (PIN), a touch tone phone and your account numbers to:

   1) Transfer funds from savings accounts to checking accounts;
   2) Transfer funds to make loan payments; or
   3) Obtain account information.

e. **ATM Access Cards.** The types of transactions and dollar limitations are set by the financial institution that owns the actual 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:

   1) Make withdrawals from your savings or checking account(s) up to your available balance plus any available Overdraft Programs.
   2) Make deposits into your savings or checking account(s) (at participating ATM locations).
   3) Transfer funds between savings and checking account(s).
   4) Obtain your actual and available balances on your savings or checking account(s).

f. **ATM/Visa Debit Cards**. You may perform the functions listed under ATM Access Cards. In addition, you may use your 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.

g. **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. Your PIN is issued for security purposes. It should remain confidential and not be disclosed to a third party.

   1) **You May Cancel the Account**. You may cancel the account whenever you choose. Destroy each Card, telephone us or notify us in writing at the address shown below, that you wish to cancel the account. Such cancellation will become effective five (5) days after the notice is received by us. You will still be responsible for the repayment of any outstanding transaction or balance on your account and any other amounts that had not yet been billed to you.

   2) **We May Cancel the Account**. We have the right to cancel the account at any time upon written, electronic or telephone notification sent to you at the address or contact number we have on file for you. You must return the Card(s) at our request. You agree to discontinue using the Card(s) upon our request. Cards may also be cancelled after one (1) year of inactivity or if new or replaced Card(s) have not been activated within sixty (60) days of issuance.

h. **Electronic Services.** The credit union 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 Wings.com or by asking a Member Service Representative.

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

2. VISA DEBIT CARDS

Your Card is issued by us, remains our property and is subject to ATM network regulations which financial institutions must follow. The Card(s) are not transferable. By using your Card, you are agreeing to the following terms: (a) except as provided in this Agreement, you agree that you are responsible for all transactions with a Card and any debits or credits to your account(s) with us as a result of such transaction; (b) to abide by our rules and regulations and those of the participating ATM network which may be amended from time to time; (c) that we and the ATM network may follow all electronic instructions given through the ATM; (d) that we may restrict the use or terminate your Card at any time without notice to prevent loss to your account or to the credit union. As part of this Agreement, you are automatically enrolled in the Visa Account Updater which enables a period electronic exchange of card information between Issuers, Visa and Acquirers, and card-on-file merchants. This service provides automatic updates of Card information to remove the necessity of manually updating Card information with a card-on-file merchant. For example, in the case of an updated card expiration date. You have the option of opting out of this service by contacting us at the telephone numbers listed below.

Cards have been enabled to accept non-Visa debit transaction processing that does not require PIN authentication in certain cases. Examples of non-PIN authentication transactions may include recurring bill payment transactions from utility or cable companies. As a cardholder you should know that such transactions will be excluded from Visa related benefits such as zero liability fraud protection and could be excluded from Visa sponsored point reward programs. Cards may be issued on business accounts to respective authorized signers as well as Campus Cards to UCCS enrolled students and faculty.

a. **Transaction Authorizations**.

Unless required by applicable law, we reserve the right to decline requests from a merchant, ATM owner, or other party to authorize a Card transaction. We may decline an authorization request for any reason, including (but not limited to) the fact that you do not have sufficient available funds in the account to cover the transaction or because our fraud monitoring systems have flagged the transaction as potentially fraudulent. You agree that the credit union will not be liable to you for declining an authorization request.

If we decline a transaction due to suspected fraud, we may attempt to contact you via telephone, email, text message, or otherwise to verify the transaction. You authorize us to contact you for this purpose using any contact information we have on file for you. Please note that we have no obligation to contact you when we decline a transaction for suspected fraud (or otherwise) and will not be liable for failing to do so.

b. **Restriction on Transactions**.

You may not use a Card for any illegal transactions or activities. You also may not use the Card for any online gambling (regardless of whether such transactions are legal under any applicable law) unless such transactions are permitted by Colorado law. An online gambling transaction includes any online transaction to facilitate placement of a bet, including funding of a virtual account used for betting.

c. **Credits**.

If a merchant who honors your card gives you credit for returns or adjustments, they will do so by sending a credit slip or notification(s) to the Visa card processor which will be posted to your savings or checking account. The merchant has thirty (30) days from the date of the credit slip to credit your account.

d. **Daily Limits**.

Daily limits will adhere to those established by the credit union in conformance with the ATM network agreement and are subject to modification to preserve the integrity of the ATM network and prevent loss to the credit union or our members.

e. **Limitations of our Responsibility**.

We will not be responsible for merchandise or services purchased by you with the Card. We are not liable for the refusal or inability of merchants, financial institutions, and others to accept your Card(s) or electronic terminals to honor them or complete a withdrawal, or for their retention of the Card(s).

f. **Miscellaneous**.

Card transactions received for processing on the same business day may be processed in any order we determine. Your Card access will be denied, and your Card revoked if you fail to establish a positive checking actual balance within thirty (30) days. We are a joint issuer of the campus identification/ATM/debit card "Campus Card" and provide no warranties, either express or implied, relating to the use of the Campus Card. You agree to indemnify us for any misuse of the Campus Card that results in an illegal action or activity on your part.

3. CHARGES FOR ELECTRONIC FUND TRANSFERS

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

4. FOREIGN DOLLAR TRANSACTIONS.

You agree to pay in U.S. dollars for charges you incur in any other currency. These charges will be converted to U.S. dollars when presented for payment and you agree to pay us the converted amount. Visa has updated their exchange rate disclosure on foreign currency transaction to read as follows: "A rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives or the government-mandates rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the Issuer." This means that the amount posted to your account is based on the exchange rate the day Visa processes that transaction and any Visa adjustment fee, which is currently 1% of the converted dollar amount. Charges associated with the use of your ATM or Card are listed in our 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 the credit union you may be charged a "foreign" ATM fee or out-of-network fee in addition to the fee that we charge you. We have 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**.**

5. BUSINESS DAY DISCLOSURE

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

6. RIGHT TO DOCUMENTATION

a. **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.

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

c. **Periodic Statements.** You will get a monthly account statement from us for your checking account(s) which will reflect your transactions, including Card transactions. You will not receive a separate periodic statement for Card transactions. 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.

d. **Transaction Slips.** Your periodic statement will identify the merchant, electronic terminal location or financial institution at which transactions were made. Sales, cash advances, credit or other slips cannot be returned with the statement. You should retain a copy of such slips furnished at the time of the transaction in order to verify the transactions listed on your statement.

7. RIGHT TO STOP PAYMENT

a. **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.

b. **Notice of Varying Amounts.** If these regular payments 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.)

c. **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.

8. OUR LIABILITY

a. **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:

1) Through no fault of ours, you do not have enough funds available in your account to make the transfer.
2) For preauthorized transfers, if through no fault of ours, the payment information for a preauthorized transfer is not received.
3) The transfer would exceed the credit limit on your line of credit.
4) The ATM where you are requesting cash does not have enough cash.
5) The terminal or system was not working properly, and you knew about the breakdown when you started the transfer.
6) Your Card is retrieved or retained by ATM.
7) If the error was caused by a system of any participating ATM network.
8) Your Card or PIN has been lost or stolen and we have blocked the account.
9) Circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken.
10) Your account is in default.
11) The funds are subject to legal process or other encumbrance restricting such transfer.
12) Account ownership cannot be verified by switch network.
13) We are unable to properly verify that the transaction was authorized by you.
14) If the electronic transfer is not completed because of your willful or negligent use of your Card, access code, or any EFT facility for making such transfer.
15) Federal regulations prohibit the processing of the transaction.

9. 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 Cards and online or mobile banking services. Such restrictions may continue until you cure any breach condition, or any fraud condition is resolved.

10. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

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

a. Where it is necessary for completing transfers.
b. In order to verify the existence and condition of your account for a third party, such as a credit reporting agency or merchant.
c. In order to comply with government agency or court orders.
d. In order to comply with regulatory requests.
e. If you give us written permission.

11. 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. If you tell us within two (2) business days you could lose no more than $50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your card and/or PIN and we can prove we could have stopped someone from using your card with/without your PIN and without your permission if you had told us in time, you could lose as much as $500.

12. 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 first appeared in your statement. You must notify us of the following:

a. Your name and account number.
b. 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.
c. 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 might not credit your account until we receive your complaint in writing or until the investigation is complete (assuming that the investigation determines there was an error), whichever comes sooner. 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.

In the case of business/corporate transaction (CCD or CTX) errors, you must notify us of any errors **within 24 hours** of the transaction posting to your account.

PLEASE DIRECT INQUIRIES OR QUESTIONS TO:

Wings Credit Union
Financial Crimes Department
P.O. Box 15819
Colorado Springs, CO 80935-5819
Telephone: (719) 574-1100 or 800-525-9623

IMPORTANT INFORMATION FOR STARTING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, the U.S.A. Patriot Act requires all financial institutions to obtain, verify, and record information that identifies each person who starts an account. What this means for you: when you start an account, we will ask for your name, physical address, date of birth, taxpayer identification number, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. We will let you know what additional information is required.

OUR PRIVACY POLICY

Rev. 07/13/2026

FACTS

WHAT DOES WINGS CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and income. • Account balances and payment history. • Transaction or loss history and credit history. All of the above exclude text messaging originator opt-in data and consent; this information will not be shared with any third parties.
How?	All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons Wings Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Wings Credit Union share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	Yes	Yes

To limit our sharing	• Call (719) 574-1100 or 800-525-9623 to limit our sharing **or** visit WingsCO.com. **Please note:** If you are a *new* member, we can begin sharing your information 30 days from the date we provide this notice. When you are *no longer* our member, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.
Questions?	Call (719) 574-1100 or 800-525-9623 or visit WingsCO.com.

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Who we are	
Who is providing this notice?	Wings Credit Union
What we do	
How does Wings Credit Union protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Wings Credit Union collect my personal information?	We collect your personal information, for example, when you: • Open an account or make deposits or withdrawals from your account. • Apply for a loan or give us your income information. • Use your ATM or debit card. We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes—information about your creditworthiness. • Affiliates from using your information to market to you. • Sharing for nonaffiliates to market to you. State laws and individual companies may give you additional rights to limit sharing.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • Our affiliates include companies with a common corporate identity.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • Nonaffiliates we share with can include financial service providers, such as mortgage, insurance, securities, trust and direct marketing companies and non-profit organizations.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • Our joint marketing partners include credit card companies.