



**Change in Terms and Conditions Mazuma Credit Union Consumer Accounts  
December 1, 2023  
Notification**

**PLEASE READ CAREFULLY**

As we strive to provide our Members the best products and services at Mazuma Credit Union we are making important changes to our Terms and Conditions that are required to be provided to our Members under state and federal laws. Accordingly, we have enclosed the following disclosures:

Terms and Conditions of Your Account.

The above document is intended to replace any prior agreements or documents that may have been provided to you at any point in time. The document reflects changes to your account terms and should be reviewed carefully.

This new document is effective on **December 1, 2023**. After the effective date, you can obtain a complete copy of these documents from us by contacting us or having us email or mail you any of the above documents.

**INFORMATION REGARDING YOUR ACCOUNT**

Mazuma Credit Union recently made updates to the Terms and Conditions of Your Account. A copy of these disclosures are attached to this notice. A summary of these updates are provided below. These updated terms will become effective **December 1, 2023**

General Change	Explanation of Change
Grammar, spelling, definitions, names, and explanation language	Errors in spelling or grammar corrected.  Use of "Mazuma" in lieu of more generic terms for the credit union.  Addition of explanatory phrases.  Refine definitions and terms used throughout the document.  Insert proper names in lieu of generic terms.  Addition of newer forms of technology (such as mobile banking).
Governing Law	Changed the governing law from Kansas to Missouri.
Binding Arbitration Provision	Added a binding arbitration provision requiring disputes to be brought in an arbitration forum rather than a court if elected by either party. This provision covers "any dispute or matter arising under" the agreement. This provision also requires disputes to be litigated and resolved on an individual, non-class, basis and precludes members, once arbitration has been elected, from participating in or bringing class actions or to combine, join, or consolidate claims with any other person. Under no circumstances will a class action be arbitrated. You can opt out of the Arbitration Agreement within 30 days of the effective date. See the enclosed letter for more details on your right to opt out of this Arbitration Provision.

Member Eligibility	Language was added to clarify the process of becoming a Member of the credit union. Specifically, a share must be purchased, a signature card or a membership agreement must be signed, and the amount equal to one share must be retained in the primary savings account. If anyone fails to maintain a share, their membership will be terminated.
Identification Programs	The language regarding the Patriot Act was moved into this section. Further this section gives examples of various pieces of information the credit union may ask for from its members, signatories, and/or applicants. The credit union may refuse to open an account, grant a request, or suspend opening if adequate identifying or authenticating information is not given, or if the credit union believes that the person is not in fact who they say there are. All members, signatories, and/or applicants will be required to provide a TIN, EIN, or SSN. Additional documentation may be requested and a member/signatory agrees to provide such documentation.
Types and Ownership of Accounts	Language regarding the types of accounts, how they work, and how they can be held are listed and have been moved, added to, or inserted. See the document for details.
Liability	<p>The credit union redrafted it's liability language to clarify that it only acts as a collection agent and there is no other responsibility beyond good faith and ordinary care. The credit union is not liable for any loss in transit or any negligence of a correspondent.</p> <p>The credit union will be liable for failure to properly complete a transaction according to the agreement. But the damages will not exceed the amount of the transaction. However, see the language to see many reasons why the credit union will not be liable for issues with your account or transactions.</p> <p>There is no liability for consequential or special damages, except for wrongful dishonor. You grant the credit union the right when making deposits to rely exclusively on the form of account and terms of the agreement. The agreement governs any conflicts.</p>
Charge-Back; Right of Set-Off	<p>Some of the original language was moved, added to, or changed. Notably, there are four categories listed under which the credit union can charge-back or debit the account.</p> <p>The credit union may exercise its rights to set off against other deposit accounts you have to recover amounts owed. See document for details.</p>
Withdrawals	Language specifies that anyone on the account, unless otherwise clearly indicated in the account records, can withdraw funds which may cause an overdraft on the account.
Stop Payments	The language regarding the stop payment program was updated, changed, clarified, and expanded. Specifically, the credit union is not responsible or liable for failing to stop payment when incorrect/incomplete information was given, or the information was not received in time to act. You may not stop payment on any payment guaranteed by the credit union.
Illegal Transaction	Language was added regarding your agreement that you will not use the credit union's services for any illegal activities. You also agree to indemnify and hold harmless the credit union for any costs resulting directly or indirectly from illegal use. The credit union will not be liable for acting in good faith when activity is believed to be illegal, suspicious, or unenforceable.
Negative Information Notice	A paragraph was added clarifying that the credit union may report information about your accounts to consumer reporting agencies. Thus, late payments, missed payments, insufficient funds transactions or other defaults on the account may be reflected in your credit report and other debit bureaus.
Termination	Language was added regarding termination of membership. The credit union may terminate your account or place a freeze on the funds at any time without notice or may require you to close your account and apply for a new account, or may place a stop payment on any item for a myriad of reasons. Please see the document for a full list and more details.
Duty to Report	Added language noting your duty to report any improper fees must be performed within 60 days from the date of the improper charge.
Electronic Services	<p>Language was added regarding electronic services to more closely align with the E-SIGN act. In summary, you may opt into the use of electronic delivery of various items such as documents, statements, notices etc. You have a right to continue to request and receive paper copies of the documents as provided by law. You can also withdraw your consent to receive items via electronic means at any time. To request a paper copy or revoke your consent, you can contact the credit union via the information at the bottom of the enclosed document. Further, you must ensure that your email information is correct and notify the credit union with any changes. The credit union takes no duty to determine if an email address is proper nor will the credit union monitor undeliverable emails.</p> <p>Online banking or online bill pay may be offered. It may be necessary to enroll in the online banking in order to enroll in the electronic document delivery service.</p> <p>Use of electronic/on-line services does not relieve you of your duty to properly examine your documents under your agreements with the credit union.</p> <p>There is also added language regarding the system requirements for electronic services, system disruptions, and security safeguards i.e. requiring certain transactions in person. Please see document for specifics on all of these topics. .</p>

Check Processing/Cashing	<p>If a check is written to multiple payees, the credit union can properly pay the check regardless of the number of endorsements. The language regarding notification for a requirement of multiple endorsements has been removed.</p> <p>The credit union reserves the right to limit check cashing based on the amount.</p>
Inactive/Dormant Accounts	<p>Language was added to define a dormant, inactive, and abandoned account. Specifically, an account may be deemed dormant or inactive if 365 days passes without any transactions occurring on the account (other than dividend and fee posting). If an account is dormant, inactive, or abandoned, a service fee may be charged to the account. To cover any fees, you authorize that the funds may be taken from another account of yours. Funds in the inactive, dormant, or abandoned account may be transferred to a general account and statements may be suspended. Funds may be turned over to the state. See the document for more details.</p>
Debit Bureau	<p>Debit bureaus were added alongside credit bureaus in multiple places throughout the document.</p>
Access to Accounts by Others	<p>In addition to the previous language regarding giving others access and authority to conduct transactions, you will be liable for a transaction conducted by someone who is allowed access to the account even if they are not authorized to conduct said transaction.</p>
Consent to Receive Communication	<p>New language makes clear that by establishing an account, loan or other services, you authorize the credit union to deliver telemarketing calls using an automatic telephone dialing system or an artificial or prerecorded voice. Further, advertisements are authorized to be sent to you via telephone, email, social media accounts, or other communications/platforms.</p>
Text Message Consent	<p>A paragraph was added regarding text messages and communications. When you give a number to the credit union, you authorize the credit union or anyone acting on its behalf to contact you about all of your accounts and for any non-marketing purposes related to those accounts. You agree to receive calls or text messages from the credit union or any its agents or affiliates, including calls made using artificial/prerecorded voice and automatic dialing technology. Message and data rates may apply.</p> <p>You agree to notify us of any change to your number(s) which you have provided. You can contact the credit union at any time to change these preferences.</p> <p>The credit union is authorized to monitor and record telephone conversations and other communications at their discretion. The credit union has no liability for recording or not recording such phone call.</p> <p>Account alerts, and other text messages or telephone banking services are provided for your convenience and do not replace monthly statements, which is the official record of your account. Information sent or communicated to you through telephone communication may not be encrypted and may include personal or confidential information about you, such as account activity.</p>
Claim of Loss	<p>Added language stating that any claim related to consumer electronic fund transfers which fall under Regulation E, will need to be pursued under the procedures in the Electronic Fund Transfers—Your Rights and Responsibilities document.</p>
Address or Name Changes	<p>Additional information was added to this paragraph. Notably, the credit union makes clear that it has no obligation/duty to verify information supplied by consumers or to discover correct information if the information is determined to be incorrect or no longer valid.</p>
Power of Attorney	<p>The credit union has no liability for loss or damage which occurs from the actions under a power of attorney when the credit union has not received appropriate written notice of termination of said power of attorney.</p>
Check Storage and Copies	<p>A fee may apply for account research and document reproduction.</p>
Waiver of Right to Jury Trial	<p>Added language for a Jury-Trial Waiver, under which members agree that if any disputes between them and the credit union are resolved in a court, any trial will be to a judge and not to a jury. The jury-trial waiver does not affect or modify the arbitration provision.</p>
Class Action Waiver without Arbitration	<p>Added a Class-Action Waiver, under which Members agree that no class actions or representative actions may be pursued in any court proceeding. Further, any disputes between the Members and the credit union will be resolved on an individual basis and neither Members nor the credit union will bring, participate in, or be Members in any class action or representative action against the credit union.</p> <p>Regardless of whether the arbitration provision, which is in the agreement, is invoked or applied, you agree that no class action, private attorney general action, or other representative action, may be pursued in any court proceeding. Both you and the credit union agree to pursue only the individual claims on a non-class, non-representative, individual basis.</p>



December 1, 2023

Sent via regular mail

**Re: Your Right to Opt-Out of Certain Arbitration Provisions**

You received, in addition to this letter, a letter advising you of changes Mazuma Credit Union is making to your Membership and Account Agreement (the "Membership Agreement"). One of the changes to the Membership Agreement is the addition of an arbitration provision.

If a dispute arises between us, the new arbitration provision gives you or us the right to elect that the dispute be heard and resolved in an arbitration forum, instead of by a court or jury. This means that you may give up certain rights that you would otherwise have, such as the right to have claims decided by a jury and the right to participate in a class action. However, arbitration is often a faster and less expensive way to resolve a dispute compared to going to court. Since the Credit Union is a not-for-profit member-owned organization, we are constantly looking for ways to save money and pass that savings on to our members in the form of lower costs for products and services.

You have the right to exclude yourself (or "opt-out") from this arbitration provision. While we hope that you will not do so, if you wish to opt-out, the process is very simple. All you need to do is notify the Credit Union by either mailing or emailing us a letter indicating your desire to opt-out of binding arbitration. The letter can simply state "I elect to opt-out of the Arbitration Agreement." You can mail the letter to:

Mazuma Credit Union  
ATTN: \_Arbitration Opt Out  
7260 W. 135<sup>th</sup> Street  
Overland Park, KS 66223

or email us at [arboptout@mazuma.org](mailto:arboptout@mazuma.org). If you mail a letter, it must be signed. If you elect to send us an opt-out notice by email, it must come from your registered email address we have on file at the Credit Union. If you choose to opt-out of the arbitration provision, it will not adversely affect you or your membership with the Credit Union.

If you choose to opt-out, your letter or email advising us that you are opting out must be received on or before December 31, 2023. If we do not receive your opt-out email or letter by December 31, 2023, you will be deemed to have consented to the arbitration provision. Any dispute relating to the Membership Agreement or any Credit Union product or service will be subject to this arbitration provision. This includes any disputes arising out of products or services that you have with the Credit Union, even if those products or services were entered into, obtained, or provided before the adoption of this arbitration provision.

We encourage you to review the summary provided in the enclosed letter, "Information Regarding Your Account," and the actual terms of the arbitration provisions contained in the Membership Agreement. Please contact us at 913-574-5000 if you have questions.

MAZUMA CREDIT UNION



# TERMS AND CONDITIONS OF YOUR ACCOUNT

**AGREEMENT** - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the State of Missouri and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary from such rules or laws). THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH COVERS ANY DISPUTE OR MATTER ARISING UNDER THIS AGREEMENT. The body of state and federal law that governs our relationship with you, however, is too large and complex to reproduce here. The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words "Credit Union," "we," "our," and "us" mean Mazuma Credit Union and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

Throughout this document, when a provision is identified as being applicable to a certain state (for example, "in Missouri"), it means that provision is only applicable to your account if you live in that particular state. Any provision which is not described as applying to a particular state, applies to your account regardless of your place of residence.

**MEMBER ELIGIBILITY** - To open accounts at the Credit Union, you must qualify under our approved field of membership and otherwise meet the membership requirements. This includes an initial deposit of an amount equal to one share in the Credit Union, which amount is set forth in the Mazuma Credit Union Bylaws as \$1.00, signed Signature Card and/or Membership Agreement, and maintaining at least that amount, in your primary membership savings account. Members who fail to maintain at least one general share in the Credit Union thereby terminate their membership. Additionally, your membership will terminate if you close this account. You agree to complete an application and you authorize us to check your account, credit, and employment history, and obtain reports from third parties (including credit reporting agencies) periodically to verify your eligibility for membership and the accounts and services you request, and other account products or services we may offer you or for which you may qualify. You also agree to provide such additional information as we may need to verify your membership eligibility.

The Credit Union is owned and controlled by its members. You become an owner by meeting the membership eligibility requirements and by depositing the required shares. Upon qualifying as a member and remaining in good standing, you have certain rights as governed by this agreement, our Bylaws, and applicable law, including the right to apply for Credit Union services and accounts and to vote in elections. You are entitled to one vote regardless of the number of shares you own. Shares may be issued in the name of an individual, jointly, or in other ways (e.g. in trust, or in the name of a minor) in accordance with our Bylaws and policies.

**IDENTIFICATION PROGRAMS** - To help the government fight the funding of terrorism and money laundering activities, as well as to protect you from identity theft, federal law requires all financial institutions to obtain, verify, and record information that identifies each person, and all signatory individuals who open an account. This means that we will require you to provide, and we will verify, certain information about you when opening an account, in accordance with the requirements of the USA Patriot Act and the Bank Secrecy Act. This may include producing a valid government-issued picture ID. We may also ask for picture ID, passwords, PINs, or other means of identification and authentication whenever you initiate any transaction with us. We may refuse to open any account or to grant any request if you fail to provide adequate identifying or authenticating information, or we have a good-faith cause to believe that you are not the person you are purporting to be or are otherwise

not authorized to open the account or initiate the transaction, and we will not be liable for any loss or expense you may incur due to our refusal.

You will also be required to provide a taxpayer identification number (TIN), Employer Identification Number (EIN), or social security number (SSN), to be used for this purpose and for subsequent regulatory reporting. We may also request from time to time, and you agree to provide, additional documentation depending on the type of account or service requested. Failure to furnish a correct TIN, EIN, or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN or EIN, we may refuse or suspend opening your account.

**BYLAWS** - Our bylaws, which we may amend from time to time, establish basic rules about our credit union policies and operations which affect your account and membership. You may obtain a copy of the bylaws on request. Our right to require you to give us notice of your intention to withdraw funds from your account is described in the bylaws. Unless we have agreed otherwise, you are not entitled to receive any original item after it is paid, although you may request that we send you an item(s) or a copy of an item(s). Dividends are based on current earnings and available earnings of the credit union, after providing for required reserves.

**LIABILITY** - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the Mazuma Fee Schedule. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. Our Overdraft Privilege Disclosure provides more detail on charges and liability for overdrafts.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

**OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Individual Account** - is an account in the name of one person.

**Joint Account - With Survivorship (And Not As A Tenancy By The Entirety Or As Tenants In Common)** - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

**Revocable Trust Account (Missouri - not subject to the nonprobate transfers law of Missouri; or Kansas - Pay On-Death Account)**. If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating this account type reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

## Types of Accounts

The following are additional information on types of accounts and how an account may be held.

**Savings, Checking, and Money Market Savings Accounts.** In addition to your primary membership share, you may be eligible to open and close one or more additional share or savings accounts, checking accounts, or money market savings accounts, and may periodically deposit and withdraw funds from those accounts via access methods made available to you from time to time, including, but not limited to, checks, debit cards (does not apply to money market shares); telephone; in person; on-line banking or internet; and electronic funds transfers ("EFTs") such as ACH, direct deposit, wire transfers, or preauthorized transfers. All transactions are subject to and in accordance with this agreement and all other agreements you have with us, including, but not limited to, the Your Ability to Withdraw Funds Disclosure, Overdraft Disclosures, Truth-in-Savings Disclosure, Rate Sheet and Mazuma Fee Schedule, Electronic Funds Transfer-Your Rights and Responsibilities and Disclosures, and Wire Transfer Agreement.

**Certificate Accounts.** Certificate accounts have stated Maturity Dates, and funds in those accounts are subject to penalty if withdrawn prior to the Maturity Date. Exact terms of the particular account such as Maturity Date; Annual Percentage Yield; early withdrawal penalty fees; whether the account automatically renews; and other information will be provided at the time you open the account. If you maintain sufficient funds in the account for the full term in accordance with your agreements, at the end of the term we will pay you the principal amount you deposited, plus dividends or interest on account earnings in accordance with this agreement. If you withdraw all or part of your funds from this type of account before the certificate account matures, we will charge you an early withdrawal penalty. That penalty is generally deducted from the interest that has accrued on the account but may be deducted from the principal, particularly if a sufficient amount of interest to pay the penalty has not accrued. We may at our sole discretion grant you permission to withdraw funds early; if such permission is granted, it will be granted only at the time you request an early withdrawal.

Unless otherwise stated when you open the account, an automatically renewing account shall renew at each maturity date for a period of time equal to the original term and on the same conditions as the original account. The interest or dividend rate applicable to the renewal term shall be that rate that is applicable to new account on like terms in effect at the time the account renews. You can prevent an automatic renewal by providing us written instructions to the contrary or withdrawing funds on or within 10 days after the maturity date. If funds are withdrawn within 10 days after the maturity date, no penalty will be assessed. We may call an automatically renewing account for payment at the end of the original term or any renewing term, and any interest or dividends added to it for compounding will stop earning interest or dividends on the effective date of the call.

If the account is not automatically renewing, no interest or dividends will be earned after the stated maturity date. We will send you a notice on or before the maturity date of your account(s) advising you of the upcoming maturity date and the options available to you.

**IRA and Coverdell Education Savings Accounts.** IRA accounts are individual retirement accounts and Coverdell ESA accounts are used to save for eligible education expenses. These accounts may be in the form of certificates, or other types of accounts. There may be restrictions on contributions, withdrawals, and other features of the accounts according to Federal law and guidelines. Funds may be tax deductible and/or tax-deferred. We do not provide tax advice; you should consult with a qualified tax advisor regarding any funds you may have in these amounts. You may be required to sign a separate agreement upon opening these accounts.

**Interest or Dividend Bearing Accounts.** Some of the accounts available earn interest or dividends while others do not. If the account is an interest or dividend bearing account, disclosures and terms regarding accrual, crediting, and compounding will be provided in the Rate Sheet and Truth in Savings or similar document at the time you open your account.

**Individual Accounts.** An individual or single-party account is an account owned by one person, including an individual, corporation, trust, or other organization qualified for Credit Union membership. If the account owner dies, the owner's interest passes, subject to applicable law, to the decedent's estate or Payable on Death (POD) beneficiary or trust beneficiary, subject to other provisions of this agreement and applicable law.

**Joint or Multiple Party Accounts.** An account owned by two or more persons is a multiple party account. All multiple party accounts will be converted to a joint tenancy with right of survivorship. This means that you intend and agree that the balance in the account, upon the death of any party to the account, shall belong to the surviving owner(s). A surviving owner's interest is subject to our statutory lien rights, consensual lien rights, the right of set-off, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

We reserve the right to require all owners to sign the Signature card. Any and each owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature of any other owner(s). Any owner may withdraw all funds, stop payment on items, transfer funds into or out of the account, block or terminate any service or access device, or pledge to us all or any part of the account without the consent or knowledge of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may act on any or none of the instructions or, alternatively, we may suspend or terminate the account and require a court order or written consent from all owners to act.

Ownership rights and disputes involving the funds in your accounts are subject to your agreements with us, and applicable state or federal law. We shall not be liable to any owner if we in good faith act upon a valid court order from a court of competent jurisdiction. We will also not be liable if we in good faith refuse to act upon a court order or any instruction from any owner. All owners will be jointly and severally liable for any and all expenses, fees and costs, including reasonable attorney's fees, that we incur, in connection with any dispute regarding the account, regardless of whether the dispute is initiated by an owner or third party. By signing the Membership Agreement/Signature card, each of you authorizes us to take these expenses from any of your account(s) without prior notice to you.

If a deposited item in a multiple party account is returned unpaid, an account is overdrawn as determined by the Overdraft Disclosures, or if we do not receive final payment on a transaction, all owners, jointly and severally, are liable to us

for the amount of the returned item, overdraft, fees assessed as disclosed in the Mazuma Fee Schedule, or unpaid amount and any fees or expenses that we incur, including reasonable attorney's fees, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of any owner or against all funds in the multiple party account regardless of who contributed them and to what extent.

**Payable on Death (POD) Accounts.** A Payable on Death (POD) account is an instruction to us that a single or multiple party account so designated is payable to the owner(s) during their lifetimes and, when the last account owner dies, is payable to any named, living POD beneficiary. Sums payable to more than one surviving beneficiary shall be distributed equally to each beneficiary, and neither beneficiary shall be entitled to the other's interest upon that beneficiary's death. Any POD beneficiary designation shall not apply to Individual Retirement Accounts (IRAs), which accounts are governed by a separate account agreement and beneficiary designation. We are not obligated to notify any beneficiary of the existence of any account or the vesting of the beneficiary interest in any account, except as otherwise provided by law. Any owner may change any beneficiary designation upon written notice to us, on a form approved by us.

**Accounts for Minors.** We reserve the right to require any account established by a minor to be a multiple party account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or other amounts owing on such account. We may require the minor to sign the Signature card/Membership Agreement if they are so capable; otherwise, the adult shall sign the Signature card/Membership Agreement on behalf of the minor, as well as in her/his own capacity. We may pay funds directly to the minor without regard to their age. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. We will not change the account ownership when the minor reaches the age of majority, unless authorized in writing by all account owners.

**Uniform Transfers to Minors Account/Uniform Gifts to Minors Account (UTMA/UGMA).** An account established under the Uniform Transfers to Minors Act (UTMA) or Uniform Gifts to Minors Act (UGMA) is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The account is governed by the applicable UTMA/UGMA law adopted in the state in which the account is held. The minor to whom the gift is made is the beneficiary of the custodial property in the account and as such, the funds in the account belong to the minor and the minor has unconditional use of the account when he or she reaches the age of majority. Before that time, the account may be accessed only by the custodian (or successor custodian), and the funds must be used for the benefit of the child. The custodian has possession and control of the account for the exclusive right and benefit of the minor and barring a court order otherwise, is the only party entitled to make deposits, withdrawals, or close the account. We have no duty to inquire or investigate regarding the use or purpose of any transaction or the propriety or impropriety of any action taken by the custodian. If the custodian dies, we may place an administrative freeze on the account, until we receive instructions from any person authorized by law to withdraw funds or a valid court order authorizing withdrawal. Any successor custodian must provide us with, and complete all, written documentation to our satisfaction that authorizes such custodian to act legally on behalf of the minor and ensuring that all applicable laws have been followed. It is agreed that the custodian may be the minor's legal guardian, and if there is more than one legal guardian, we can accept orders and instructions from any legal guardian in accordance with applicable law. When the beneficiary reaches the age of majority, the funds may be paid or withdrawn by the beneficiary without further notice or action by us, and we will not be liable for any disputes arising from such withdrawal. We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the custodian (or successor custodian) are for the child's benefit. We are not responsible to monitor age or eligibility for an UTMA account, even though our records may include the minor's date of birth. 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. For this type of account, the child's SSN/TIN is used for the Backup Withholding Certification. The account will otherwise terminate and be distributed in accordance with applicable law.

**Agency, Trust, or other Custodial Accounts.** We may open accounts pursuant to any court order, trust agreement, or similar authority in accordance with your desire to establish an account for a trust, probate, custodial, or other fiduciary purpose. Because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. The person acting as agent, guardian, custodian, personal representative, trustee or other fiduciary capacity shall be designated as such on the Signature card/Membership Agreement. Such designation is an instruction to us that the account owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. For these accounts, you appoint the designated representative listed on the Signature card/Membership Agreement as your attorney-in-fact to deposit or withdraw funds held in the designated account(s). Your agent has no ownership interest in the account(s) or voting rights in the Credit Union. We have no duty to inquire or investigate regarding the use or purpose of any transaction or the propriety or impropriety of any action taken by the designated representative, and will have no notice of any wrongdoing unless and until we are informed in writing of such wrongdoing. We will also have the right to terminate your account or implement an administrative freeze

pursuant to the provisions under this agreement, including but not limited to the Section titled Amendments and Termination.

If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection.

**Commercial or Business Accounts.** Accounts held in the name of a business entity, organization, or member for business or commercial purposes are subject to the terms of this agreement, unless a separate Business Account Agreement or similar document has been signed. Such accounts are also subject to the following terms: You must provide us additional documentation acceptable to us appointing those individuals who are authorized on behalf of the entity to open accounts and transact business. Any changes to such authorization must be made in a writing acceptable to us, and we will not be liable for any actions taken before we are provided with such acceptable written notice of any change in authorization(s). We reserve the right to require that third party checks payable to an entity be deposited into a business account rather than being cashed. We have no duty to inquire or investigate regarding the use or purpose of any transaction or the propriety or impropriety of any action taken by the designated representative, and will have no notice of any wrongdoing unless and until we are informed in writing of such wrongdoing.

**DEPOSITS** - You may make deposits to any account, in any manner approved by us including, but not limited to, in person, by mail, by electronic transfer, direct deposit, or any other method made available, such as by night deposit box or Automated Teller Machine (ATM). If a check, draft or other item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or item as though it is payable to either person. We have the right to refuse any deposit if in our discretion the check, draft or other item appears forged, altered, fictitious, or otherwise shows any indicia of fraud or illegitimacy. All transactions are subject to our Your Ability to Withdraw Funds Disclosure, Overdraft Privilege Disclosure and related applicable laws. We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of endorsement or lack of endorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party endorsers to verify or guarantee their endorsements, or endorse in our presence.

**Liability.** In receiving and processing items for deposit or collection, we act only as your collection agent and we assume no responsibility beyond our obligations of good faith and ordinary care. We exercise ordinary care if our actions or inactions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the area we serve. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection and any items and their proceeds will be handled in accordance with applicable Federal Reserve and Clearing House rules and other applicable law.

If we do not properly complete a transaction according to this agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if: (1) your account contains insufficient funds for the transaction as provided elsewhere in this agreement or in the Overdraft Privilege Disclosure; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your negligence or another financial institution's negligence; (4) your account funds are subject to legal process or other claim; (5) if your account is subject to legal process or other claim; (6) if you use a damaged or expired Card and/or PIN or one that has been reported lost or stolen; (7) if we believe that something is wrong, for example, that your card or PIN has been stolen; (8) as otherwise provided in applicable laws and regulations; or (9) for preauthorized transactions, if through no fault of ours, the payment information for a preauthorized transfer is not received. We will not be liable for consequential or special damages, except liability for wrongful dishonor. 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 will be resolved by reference to this agreement.

**Endorsements.** We may accept transfers, checks, drafts, and other items for deposit into any of your accounts even if they are not endorsed by all payees. If you fail to properly endorse an item, you authorize us to supply any missing

endorsement, but we are not required to do so. We may require that certain government checks, insurance company items, or other check or draft be personally endorsed by each and all payees. Endorsements must be made on the back of the check within 1-1/2 inches from the trailing edge, although we may accept endorsements outside this space. You agree to reimburse us for any loss or expense we incur resulting from an irregular endorsement or other markings by you or any prior endorser.

**Charge-back; right of set-off.** All items including checks, Automated Clearing House (ACH) transfers or other transfers credited to your account are provisional until we receive final payment. We may charge-back, or debit, your account for the amount of such items under the following circumstances: (1) if final payment is not received; or (2) if, within the normal handling period for such item, the item cannot be honored against the drawer's account; or (3) if a deposited item is returned to us by the financial institution on which it is drawn, even if that financial institution failed to return the item before its midnight deadline; or (4) any other circumstances allowed by law. We may charge-back your account regardless of whether the other financial institution returned the item before its midnight deadline. You further authorize us to pursue collection of previously dishonored items, and you acknowledge that this may permit the payor bank to hold an item beyond the midnight deadline. When charging-back your account, we may also charge your account with a return item charge and any collection fees or expenses, including reasonable attorney's fees. You acknowledge and agree that we may charge-back your account even if it causes your account to have insufficient funds as determined elsewhere in this agreement or by our Overdraft Privilege Disclosure, and you agree to replenish the funds in your account and to pay any and all overdraft, return, or non-sufficient funds fees and charges. You specifically agree that we may exercise our security interest and right of set-off against any other deposit accounts that you have with us to recover any of these amounts.

**Foreign banks.** We reserve the right to refuse or return any item or funds transfer. Items drawn on an institution located outside the United States are handled on a collection basis only.

**Waiver of notice.** You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account.

#### **WITHDRAWALS -**

**Generally** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time, which can include withdrawals that cause an overdraft (see "Funds availability" section below). Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to endorse any item payable to you or your order for deposit to this account or any other transaction with us.

**Postdated checks** - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

**Checks and withdrawal rules** - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

**Cash withdrawals** - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

**Multiple signatures, electronic check conversion, and similar transactions** - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

**Payment types** - Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. All these payment types can use different processing systems and some may take more or less time to post.

This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account. For information about how and when we process these different payment types, see the "Payment order of items" subsection below.

**Balance information** - Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online, reviewing your balance in the mobile app, accessing your account information by phone, or coming into one of our branches. Please refer to the "A temporary debit authorization hold affects your account balance" section below.

**Funds availability** - Knowing when funds you deposit into your checking account will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see the "Your Ability to Withdraw Funds" disclosure for information on when different types of deposits will be made available for withdrawal. For those accounts to which the "Your Ability to Withdraw Funds" disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

**A temporary debit authorization hold affects your account balance** - Balance Calculation: Your consumer checking account has two kinds of balances: the "collected" balance and the "available" balance. Both can be checked when you review your account online, by calling the Credit Union, or by visiting a branch. It is important to understand how the two balances work so that you know how much money is in your account at any given time.

Your collected balance is the amount of money that is actually in your account at any given time based on transactions that have "posted" to your account. The "collected" balance does not include transactions that have been authorized and are pending. The "collected" balance reflects certain holds on your account, including general purpose holds (i.e., holds we place on your account balance, usually in cases of suspected fraud), Regulation CC check holds, or pledge holds, but does not reflect any holds that have been placed on your account to pay pending transactions, and does not reflect the amount in your account that is available to pay items presented against the account. Any purchases, holds, fees, other charges, or deposits made on your account that have not yet posted will not appear on your collected balance. For example, if you have a \$50.00 collected balance, but you just wrote a check for \$40.00 that has not yet been paid, then your collected balance will show as \$50.00 but it does not reflect a deduction for the check that has not yet been paid.

Your available balance is the amount of money in your account that is available to pay items presented against the account. The available balance is generally equal to the collected balance, less the amount of any holds placed on recent deposits, holds for other reasons, and holds for pending transactions (such as pending Debit Card purchases) that we authorized but that have not yet posted to your account. For example, assume you have a collected balance of \$50 and an available balance of \$50. If you were to use your Debit Card at a restaurant to buy lunch for \$20 (without a tip), then that merchant could ask us to pre-authorize the payment. In that case, we will put a "hold" on your account for \$20. Your collected balance would still be \$50.00 because this transaction has not yet posted, but your available balance would be \$30 because we have been notified that there will be a \$20 charge to the restaurant. When the restaurant submits its charge for payment (which could be a few days later and then include a tip), we will post the transaction to your account and your collected balance will be reduced by the amount of the charge to the restaurant (\$20 plus any tip). The \$20 hold is normally released around the same time, but not necessarily at exactly the same time. Further, on debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more or less than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold may be different than the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold.

If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, that transaction will be a nonsufficient funds (NSF) transaction if we do not pay it or an overdraft transaction if we do pay it. It is important that you understand that, because your available balance as it appears at a particular moment may not reflect transactions that you have authorized but that have not yet been paid, a transaction could still result in an overdraft even if your available balance appears sufficient for the transaction at the time you make it. If, at the time a transaction is posted, your available balance is not sufficient to cover the transaction, the transaction will result in an overdraft regardless of whether

your available balance appeared sufficient at the time you made the transaction. Please note, however, that the hold for certain one-time debit card transactions coded with the "Travel & Entertainment" merchant category code (including, but not limited to, transactions with airlines, hotels, rental cars, automated fuel dispensers, restaurants and eating places, and fast food restaurants) may be released at any time between 30 minutes and three days after we authorize the transaction. When the hold is released, your available balance will no longer be reduced by the amount of the hold, and neither your available balance nor your collected balance will reflect the pending transaction until such time as the transaction is actually posted to your account. In this circumstance, it is possible that a debit card transaction that is approved at the point of sale, may actually settle negatively resulting in an overdraft or NSF fee depending on your overdraft selection options. The best way to avoid an overdraft is to record and track all of your transactions in real time. You will be charged an NSF or overdraft fee according to our NSF or Overdraft Privilege disclosure.

**Payment Order of items** - The law permits us to pay items (such as checks or drafts) drawn on your account in any order. To assist you in handling your account with us, we are providing you with the following information regarding how we process the items that you write. When processing items drawn on your account, our policy is to pay the lowest check number first. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). Merchants or payees may present a particular transaction multiple times for payment if the initial presentation is returned due to insufficient funds or other reason. Each presentation of a particular transaction is considered an item and you will be charged a fee each time an item is presented against insufficient funds. The amounts of the overdraft and NSF fees are disclosed elsewhere. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts, or conducting other transactions without sufficient funds and incurring the resulting fees.

**Stop payments** - You may request a stop payment order on any check or other written instrument drawn on your account that has not been paid or certified. You may call us to request a stop payment, but to be binding, we may require that the order be dated, signed, and describe the account number, item number, and the exact amount of the item. The stop payment order will be effective if we receive the order in time for us to act upon the order. You understand that the exact information is necessary for our computer system to identify the item. If you give us incorrect or incomplete information, or the stop payment order is not received in time for us to act upon it, we will not be responsible for failing to stop payment on the item and we will not be liable to you or to any other party for payment of the draft. If we recredit your account after paying a draft over a valid and timely stop payment order, at our discretion, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the draft and to assist us in any legal action.

Unless revoked in writing, a verbal or written stop payment order is valid for at least 6 months for checks and drafts. Automated Clearing House (ACH) transactions may be indefinitely stopped. Please see your Electronic Funds Transfer Your Rights and Responsibilities disclosure for ways to contact us in order to make or amend a stop payment order.

Fees for stop payment orders will be imposed and are set forth on the Mazuma Fee Schedule. You may not stop payment on any certified check, cashier's check, teller's check, official check, or any other check, draft, or payment guaranteed by us. If you lose a certified check and you ask us to replace it, we will require you to execute a separate agreement in order for us to issue you a new check. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You have the burden of establishing the fact and amount of loss resulting from the payment of an item contrary to a binding stop payment order. You agree to indemnify and hold us harmless from all costs, including reasonable attorney's fees, damages or claims related to our refusing payment of an item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

**ILLEGAL TRANSACTIONS** - You warrant and agree that you will not use any Credit Union services or loan or deposit accounts to make or cause to be made any transaction that is deemed illegal under applicable law, including, but not limited to, any gambling activity, embezzlement, identity theft, money laundering or terrorist activity. Any such use shall constitute a breach of this Agreement. We may delay processing or refuse to process or may be required by Federal Reserve Reg. GG to refuse to process any transaction that we believe to be illegal, suspicious, unenforceable, or which is a restricted transaction under Reg. GG, and will not be liable to you for such delay or refusal. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful internet gambling. You further agree to indemnify us and hold us harmless from any liability of any kind and costs incurred by us in any form whatsoever that results directly or indirectly from such illegal use. We will also not be liable to you if we in good faith freeze your accounts and/or notify our regulators or local, state, or federal enforcement authorities regarding any activity we believe to be illegal, suspicious, or unenforceable.

**NEGATIVE INFORMATION NOTICE** - We may report information about your accounts to consumer reporting agencies (including credit bureaus and debit bureaus). Late payments, missed payments, insufficient funds transactions or



other defaults on your account may be reflected in your credit report and other debit bureaus.

**TELEPHONE TRANSFERS** - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.

**AMENDMENTS AND TERMINATION** - We may amend or delete any term of our bylaws or this agreement. We may also add new terms to our bylaws or to this agreement. In addition, we may suspend, modify, convert, or terminate a service, convert this account to another account type, or close this account for any reason (including if your membership in the credit union terminates). For any of these types of changes, we will give you reasonable notice in writing by any reasonable method including by mail, by any electronic communication method to which you have agreed, on or with a periodic statement, or through any other method permitted by law. If we close the account, we will tender the account balance to you or your agent personally, by mail, or by another agreed upon method.

Reasonable notice depends on the circumstances, and in some cases, such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change becomes effective. For instance, if we suspect fraudulent activity with respect to your account, and if we deem it appropriate under the circumstances and necessary to prevent further fraud, we might immediately freeze or close your account and then give you notice.

At our option, we may suspend your rights to member services if you violate the terms of this agreement. As outlined in our Member Conduct Policy, we may close your account for inappropriate or abusive behavior either in person or through other avenues such as telephone or email communications. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

We may terminate your account or place a freeze on the funds at any time without notice to you or may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery, fraud, or unauthorized use reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; (7) we believe that you have been negligent in protecting your access devices or access codes; (8) you have breached any promise under this agreement; (9) you do not fulfill the terms of any of the accounts, such as required deposits being made to any account, etc.; (10) we reasonably deem it necessary to prevent a loss to us or to be in the best interests of the Credit Union or our members or employees; or (11) if your account reaches a zero balance, or you apply for an account but never deposit funds into it. If we are informed of such circumstances or otherwise believe that any of the circumstances are about to occur, we may place a stop payment on any item and we will not be liable to you for such a stop payment.

You may terminate your membership by giving us notice and otherwise following our policies. You may be denied services or expelled for any reason allowed by applicable law, including violating the terms of this agreement, violating terms of our Member Conduct Policy, or having your membership account or primary share account balance fall below the required par value for membership, or causing a loss to the Credit Union. You may be expelled from the Credit Union and your membership terminated as set forth in Mazuma's policies and procedures which may be amended from time to time. Termination of your membership does not relieve you of your obligations to pay any fees or obligations that you owe us, and you are still responsible for any outstanding items that have not yet been processed or paid. Once membership is terminated, we may refuse any additional transactions or services.

**NOTICES** - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive any notice in time to have a reasonable opportunity to act on it. If a notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Notice we give you via the United States Mail is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we currently have on file. Notice we give you through your email of record, or other electronic method to which you agreed, will be treated as delivered to you when sent. Notice to any of you is notice to all of you.

**STATEMENTS - Your duty to report unauthorized signatures, alterations and forgeries** - Statements of your account and along with copies of the checks and items associated with your account are available for your review from multiple sources. Statements and items are available through the Mazuma online banking service, at any branch, by email, or by mail, depending on your personal selections. You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures (including forgeries and counterfeit checks) or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to

items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures or alterations in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Your duty to report other errors or problems** - In addition to your duty to review your statements for unauthorized signatures and alterations, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Additionally, if you believe any type of fee is improper, you agree to notify us within 60 days of the date of such improper charge. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing endorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

**Errors relating to electronic fund transfers or substitute checks** - For information on errors relating to electronic fund transfers (e.g., online, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**Duty to notify if statement not received** - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft.

**ELECTRONIC SERVICES** - We may provide electronic document delivery services for the delivery to you of all disclosures, statements, notices, contracts or agreements, receipts, modifications or amendments, and all other documentation regarding your membership, accounts, transactions, or other business you have with us (collectively referred to as "documents" or "documentation"). If you agree to receive such documentation electronically or through other media or platforms, you specifically agree and acknowledge that we may provide the documents through electronic channels, or through such other media or platforms, such as but not limited to sending an e-mail with the text of the documents embedded in the text of the e-mail message or as an attachment contained within the e-mail, or by posting such documents on our website or on-line banking service and notifying you that the documents have been so posted, or through such other media or platforms you use. You have a right to request and receive a paper copy of these documents if that right is provided under applicable law. You may also withdraw your consent and revoke your agreement to receive the documents electronically. To request a paper copy or to revoke your consent, call, write, or e-mail us at the number and addresses provided at the end of this document. You are solely responsible for ensuring that your email address is correct and notifying us of any change in your email address.

We may also offer electronic services such as on-line banking or on-line bill pay, which allow you to conduct transactions to and from your account(s) and to conduct other business with us electronically. You may be required to sign a separate agreement regarding these services and you will be subject to any on-line instructions, rules, agreements, and restrictions provided on the website(s) or provided to you at the time you open an account or enroll in these services. You may be required to be enrolled in our on-line banking service in order to enroll in our electronic document delivery service.

Enrollment in, and use of, these electronic services does not relieve you of your duty to promptly examine your statements, checks, items, and other documentation for irregularities or discrepancies regarding your accounts in accordance with this and your other Agreements you have with us.

Subject to applicable law, we may suspend some or all electronic services and access to your checking or other account(s) if you become delinquent on any of your loan or deposit obligations to us or you cause a loss to us. We shall not be liable to you in any regard in connection with such suspension of services.

**ELECTRONIC SYSTEM REQUIREMENTS** - In order to enroll in our electronic document delivery service or on-line banking services, you must be able to receive, view, and print (or otherwise retain), the documents involved. As such, you must have a computer or other electronic device that has access to the Internet, and use of a browser that supports SSL and Cookies. Additionally, many of our documents, including periodic statements, will be sent to you in a PDF format, and to open, read, and print these documents, you will need the ability to access a service such as Adobe® Acrobat® Reader. Adobe® Acrobat® Reader may be available for download for free via the Internet. Minimum system requirements are subject to change without notice as the technology changes. The exact system requirements will be disclosed to you on our website or on the on-line banking website or at the time you enroll in the service. By enrolling in, and using the electronic services, you are asserting that your system meets these requirements and that you are capable of, and are

indeed receiving, viewing, and retaining the documents involved. If you discover that you are not receiving such documents, you must contact us immediately. We will not be liable for any failure to deliver the documents if you do not notify us of such failure, or if the failure is due to your computer hardware, software, or other equipment, or due to other circumstances beyond our control.

**SYSTEM DISRUPTIONS** - You understand and agree that such electronic services may occasionally be unavailable for short periods of time due to system maintenance or other reasons. We will not be liable for any delay that this may cause and you are ultimately responsible for conducting your transactions in a timely manner with regard to your banking and bill-paying needs. In the unlikely event that our electronic services become unavailable for a prolonged period of time, you understand and agree that you still have access to the Credit Union and your account(s) in the traditional manner in person, by mail, telephone, or check-writing, and we will not be liable to you if you fail to use these means to conduct your business with us.

**SECURITY SAFEGUARDS** - Even if you enroll in on-line banking or bill pay or our electronic document delivery service, we may from time to time require certain transactions to be made in-person or we may require verification or authentication of your identity for security purposes before a transaction or other business with us may be initiated, processed, or completed. You agree and understand that this is for the protection of us and you and is intended to safeguard your personal information and all funds held in or by the Credit Union, and to help prevent identity theft and bank fraud. You agree that we will not be liable for any delay in, or prevention of, any transaction or business conducted by you due to these security measures.

**ACCOUNT TRANSFER** - Your membership account, including all deposit shares and loans may not be transferred or assigned without our prior written consent.

**DIRECT DEPOSITS** - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**REIMBURSEMENT OF FEDERAL BENEFIT PAYMENTS** - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other available legal remedy to recover the amount of our liability.

**RIGHT TO REPAYMENT OF INDEBTEDNESS** - You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt (i) a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt (ii) of any other person or entity where you have guaranteed, or are jointly liable, or have any other legal responsibility, for such debt, to the extent of your guaranty, liability or responsibility. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

In addition to these contract rights, we may also have rights under a "statutory lien." A "lien" on property is a creditor's right to obtain ownership of the property in the event a debtor defaults on a debt. A "statutory lien" is one created by federal or state statute. If federal or state law provides us with a statutory lien, then we are authorized to apply, without prior notice, your shares and dividends to any debt you owe us, in accord with the statutory lien. Neither our contract rights nor rights under a statutory lien apply to this account if prohibited by law. For example, neither our contract rights nor rights under a statutory lien apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

**CHECK CASHING** - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification and additional information to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical. We reserve the right to limit check cashing based upon the amount of the item.

**FACSIMILE SIGNATURES** - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed

with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

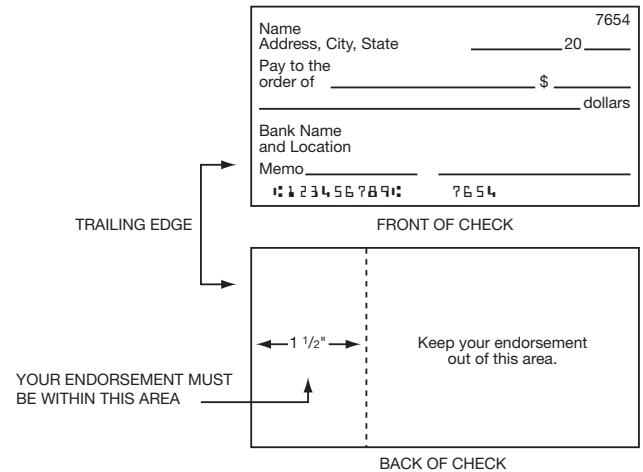
**PLEDGES** - Each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective. For example, if an account has two owners and one of the owners pledges the account (i.e., uses it to secure a debt) and then dies, (1) the surviving owner's rights in this account do not take effect until the debt has been satisfied, and (2) the debt may be satisfied with the funds in this account.

**CHECK PROCESSING** - We process items mechanically by relying almost exclusively on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of endorsements unless you notify us in writing that the check requires multiple endorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

**ENDORSEMENTS** - We may accept for deposit any item payable to you or your order, even if they are not endorsed by you. We may give cash back to any one of you. We may supply any missing endorsement(s) for any item we accept for deposit or collection, and you warrant that all endorsements are genuine.

To ensure that your check or share draft is processed without delay, you must endorse it (sign it on the back) in a specific area. Your entire endorsement (whether a signature or a stamp) along with any other endorsement information (e.g. additional endorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Endorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all endorsement information within 1 1/2" of that edge.



It is important that you confine the endorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed endorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your endorsement, another endorsement or information you have printed on the back of the check obscures our endorsement.

These endorsement guidelines apply to both personal and business checks.

**DEATH OR INCOMPETENCE** - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

**INACTIVE OR DORMANT ACCOUNTS** - A dormant account is defined as any account in which all shares on the account have not had any transactions (other than dividend and fee posting) made in the previous consecutive 365 days. A dormant share is defined as any share on an account that has not had any transactions (other than dividend and fee posting) made in the previous

consecutive 365 days. An inactive account or share is defined as any account or share that has not had any transactions (other than dividend and fee posting) made in the previous consecutive 365 days. If a deposit or withdrawal has not been made on the account and we have had no other contact with you regarding and/or resolving the status of your account within the period specified by state law, the account will be deemed abandoned.

If you have not made any transactions over a period specified in the above paragraph, we may classify your account as inactive, abandoned or dormant. Unless prohibited by applicable law, we may charge a service fee for processing or the servicing of your inactive, dormant, or abandoned account. You authorize us to transfer funds from another account of yours to cover any processing, handling or service fees including but not limited to dormant account fees. To the extent allowed by law, we reserve the right to transfer the account funds from an inactive, dormant, or abandoned account to a general Credit Union account and to suspend any further account statements. Funds in abandoned accounts will be reported and remitted in accordance with applicable 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.

**FIDUCIARY ACCOUNTS** - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

**CREDIT AND DEBIT BUREAU VERIFICATION** - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report and/or debit bureau report by a credit reporting or debit bureau agency.

**LEGAL ACTIONS AFFECTING YOUR ACCOUNT** - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action as required by applicable law. However, nothing in this agreement shall be construed as a waiver of any rights you may have under applicable law with regards to such legal action. Subject to applicable law, we may, in our sole discretion, choose to freeze the assets in the account and not allow any payments or transfers out of the account, or take other action as may be appropriate under the circumstances, until there is a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action and applicable law. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees, and our internal expenses) may be charged against your account, unless otherwise prohibited by applicable law. The list of fees applicable to your account(s) - provided elsewhere - may specify additional fees that we may charge for responding to certain legal actions.

#### **ACCOUNT SECURITY -**

**Duty to protect account information and methods of access** - It is your responsibility to protect the account number(s) and electronic access device(s) (e.g., an ATM card), point-of-sale card and/or PIN for your account(s). Do not discuss, compare, or share information about your account number(s) or access device(s) with anyone. Checks and electronic withdrawals are processed by automated methods, and anyone who obtains your account number or access device could use it to deposit or withdraw money from your account, with or without your permission.

**Positive pay and other 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 could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures.

**Account numbers.** Thieves can encode your account number on a check which looks and functions like an authorized check and can be used to withdraw money from your account. Your account number can also be used to issue a "remotely created check." Like a typical check, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a draft or check that can be used to withdraw money from your account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). If you have truly authorized the remotely created check (to purchase a service or merchandise, for example), it is properly payable. But it can be risky to authorize a remotely created check. A swindler could issue a remotely created check in an amount greater than you authorized, or issue additional remotely created checks that you have not authorized. We will not know if the withdrawal is unauthorized or in an amount greater than the amount you have authorized. Payment can be made from your account even though you did not contact us directly and order the payment.

**Access devices.** If you furnish your access device and grant actual authority to engage in transactions (including but not limited to transfers) to someone who then exceeds that authority, or if you allow someone to have access to your account and that person engages in transactions (even if not authorized), to the extent allowed by law, you will be liable for the transactions unless we have been notified that transactions by that person are no longer authorized. Please review the additional information you have received or will receive regarding transactions by access device.

**Blank checks.** You must also take precaution in safeguarding your blank checks. Notify us at once if you think your blank checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself, or share the loss with us if we failed to use ordinary care which substantially contributes to the loss.

**TELEPHONIC INSTRUCTIONS** - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission, or leave by voice mail or on a telephone answering machine.

**MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS** - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record, and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account, we may need to contact you about your account, loan, or other services from time to time by telephone, text messaging or email. However, to the extent allowed by law, we first obtain your consent to contact you about your account in compliance with applicable consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to your account, loan, or service and as authorized by applicable law and regulations.
- Your consent is voluntary and is not a condition of your purchase of any product or service from us.
- By establishing or maintaining your account, loan, or services, you are authorizing us to deliver to you telemarketing calls and or text messages using an automatic telephone dialing system or an artificial or prerecorded voice.

With the above understandings, you authorize us to contact you regarding your account, loan, or other service and matters related thereto throughout its existence and to deliver advertisements using any telephone numbers, email addresses, social media accounts or such other communication media or platforms that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a residential line, a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing system.

If necessary, you may change or remove any of the telephone numbers, email addresses, or other methods of contacting you at any time using any reasonable means to notify us.

#### **TEXT MESSAGE CONSENT**

##### *For Non-Advertisement Purposes*

You understand and agree that when you give a telephone number to us, whether a mobile number, a landline, or a number you later convert to a mobile number, you authorize us and anyone else acting on our behalf to contact you at any of the numbers you have provided about all of your accounts and for any non-marketing purposes related to those accounts. As non-exclusive examples, we may contact you about fraud alerts, two-factor SMS verification, responding to customer service inquiries, deposit holds, amounts you owe us in the event your account(s) or loans become delinquent or have a negative balance, or to ask for feedback on the quality of our services.

You agree to receive these calls or text messages from us and any of our agents or affiliates, including calls or text messages made using artificial or prerecorded voice and automatic dialing technology. You understand that message and data rates may apply. You may contact us anytime to change these preferences or receive your request to receive text messages and phone call(s) using an automatic dialing system.

If you have provided a telephone number(s) to us, you represent and agree that you are the subscriber or customary user with respect to such number(s) and that you have the authority to consent to us contacting such number(s). Furthermore, you agree to notify us of any change to the telephone number(s) which you have provided us.

Should your accounts or loans become delinquent or have a negative balance, we or our agents may contact you using any methods as allowed by law. Methods of contact may include, but are not limited to, telephone calls to any landline or mobile phone number that you provided, messaging via any of our banking apps, email, text, SMS, or other electronic forms of communication, such as pre-recorded or artificial voice calls or messages or through use of automatic dialing technology.

You authorize us to monitor and record telephone conversations and other communications you have with us and our representatives. We may monitor and record any telephone conversation with you at any time without further notice to you, as allowed by law. The decision to record any conversation shall be solely at our discretion and we shall have no liability for doing so or failing

to do so. Certain services provided by us offer voice-authentication as an account security measure. If you enroll in voice authentication, you consent to us recording your voice data and agree that we may use your voice to verify your identity.

Account alerts and other text message or telephone banking services are provided for your convenience and do not replace your monthly statement(s), which is the official record of your account(s). You understand that information we send or communicate to you through telephone communication may not be encrypted. This information may include personal or confidential information about you, such as account activity or the status of your account(s).

#### **For Advertisement Purposes**

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account, loan, or other services from time to time by telephone, text messaging or email, and we may contact you from time to time via telephone, text messaging, or email about other credit union = products and services that may interest you or that you may be eligible for. However, to the extent allowed by law, we first obtain your consent to contact you about your account or about potential other products and services in compliance with applicable consumer protection provisions in the Federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related Federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to your account, loan, or service, and to other products and services that we may offer, and as authorized by applicable law and regulations.
- Your consent is voluntary and is not a condition of your purchase of any product or service from us.
- By establishing your account, loan, or services, you are authorizing us to deliver to you telemarketing calls using an automatic telephone dialing system or an artificial or prerecorded voice.

With the above understandings, you authorize us to contact you regarding your account, loan, or other services and matters related thereto throughout its existence and to deliver advertisements using any telephone numbers, email addresses, social media accounts or such other communication media or platforms that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a residential line, a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing system.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

**CLAIM OF LOSS** - The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday/one-time consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure generally titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

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 or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

**CHANGES IN NAME AND CONTACT INFORMATION** - You are responsible for notifying us of any change in your name, address, or other personal information and we have no duty, or obligation to attempt to verify information supplied by you or to attempt to discover correct information if your information is determined to be incorrect or no longer valid. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Address changes may also be submitted through the secure online banking portal. Informing us of your address or name change on a check reorder form is not sufficient. For mail correspondence, we will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

**MEMBERSHIP TERMINATION** - You may be expelled from the credit union and your membership terminated as set forth in Mazuma's policies and procedures, which may be amended from time to time.

**RESOLVING ACCOUNT DISPUTES** - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to (1) a claim adverse to your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law; (4) where there has been a forgery or fraud reported or committed involving your account; (5) there is a dispute as to the ownership of the account or the funds in the account; (6) any checks or drafts are reported

lost or stolen; (7) there are excessive returned unpaid items not covered by an overdraft plan; (8) there have been any misrepresentations or any other abuse of your account; or (9) we deem it necessary to prevent a loss to us. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

**WAIVER OF NOTICES** - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

**ACH AND WIRE TRANSFERS** - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which we are chartered. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**POWER OF ATTORNEY** - You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or ensure that the acts of the agent are for your benefit.) This may be done by allowing your agent to sign in that capacity on the signature card or by separate form, such as a power of attorney. A power of attorney continues until your death or the death of the person given the power. If the power of attorney is not "durable," it is revoked when you become incompetent. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney or a power of attorney for which we have not received appropriate written notice of termination.

**STALE-DATED CHECKS** - We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

**NCUA INSURANCE** - Funds in your account(s) with us are insured by the National Credit Union Administration (NCUA) and backed by the full faith and credit of the United States. The amount of insurance coverage you have depends on the number of accounts you have with us that are of different "ownership." An individual account is one unique form of "ownership"; a joint account, a pay-on-death account, and a self directed qualified retirement account (e.g., an IRA) are examples of some of the others. Share insurance for a person's self directed qualified retirement account is up to \$250,000. (An IRA is a self directed qualified retirement account as is any account where the owner decides where and how to invest the balance.) Funds are insured to \$250,000 per depositor for the total of funds combined in all of your other insured accounts with us. If you want a more detailed explanation or additional information, you may ask us or contact the NCUA. You can also visit the NCUA website at [www.ncua.gov](http://www.ncua.gov) and click on the Share Insurance link. The link includes detailed contact information as well as a share insurance estimator.

**UNCLAIMED PROPERTY** - The law establishes procedures under which unclaimed property must be surrendered to the state. (We may have our own rules regarding dormant accounts, and if we charge a fee for dormant accounts it will be disclosed to you elsewhere.) Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

**CASH TRANSACTION REPORTING** - To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we are required to refuse to handle the transaction. If you have any questions regarding these rules, please contact your local Internal Revenue Service office.

**BACKUP WITHHOLDING/TIN CERTIFICATION** - Federal tax law requires us to report interest payments we make to you of \$10 or more in a year, and to include your taxpayer identification number (TIN) on the report (the taxpayer identification number is your social security number if you are an individual). Interest includes dividends, interest and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it

is correct. In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. (There are special rules if you do not have a TIN but have applied for one, if you are a foreign person, or if you are exempt from the reporting requirements.) We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income.

**CHANGING ACCOUNT PRODUCTS** - We may change your account to another product offered by us at any time by giving you notice that your account will be changed to another product on a specified date. If your account is a time account, the change will not occur before the next maturity date of your account. If you do not close your account before the date specified in the notice, we may change your account to that other product on the date specified in the notice.

**TRANSACTIONS BY MAIL** - You may deposit checks or drafts by mail. You should endorse the item being sent through the mail with the words "For Deposit Only" and should include your correct account number underneath to ensure the item is credited to the correct account. You should use the pre-encoded deposit slips found in your checkbook. If you do not use your deposit slip or provide us with instructions indicating how or where the item should be credited, we may apply it to any account or any loan balance you have with us or we may return the item to you. Receipts for such transactions will be mailed to you only if a self-addressed stamped envelope is provided. Following your deposit, examine your statement carefully or call us to ensure that we received the item. Do not send cash through the mail for deposit.

**CHECK STORAGE AND COPIES** - You agree that you will not receive your canceled checks. We will store your canceled checks or copies of them for a reasonable retention period. You may request copies from us in the manner we require. A fee may apply for account research and document reproduction.

**WAIVER OF RIGHT TO JURY TRIAL** - you and we acknowledge that the right to trial by jury is a constitutional right that may be waived in certain circumstances as permitted by law. You and we knowingly and voluntarily waive any right to trial by jury in the event of litigation arising out of or related to this agreement, any services performed by US or pursuant to this agreement or any other contract that you may make with us. This jury trial waiver shall not affect or be interpreted as modifying in any fashion any arbitration provision to which you and we are subject, which contains its own separate jury trial waiver.

**CLASS ACTION WAIVER WITHOUT ARBITRATION** - **Regardless of whether the arbitration provision of this agreement are invoked or applied, you and we further agree that no class action, private attorney general action, or other representative action involving claims that you have against us or that we have against you may be pursued in any court proceeding, regardless of when the claim accrues or when the facts underlying the claim allegedly occurred. You and we agree to pursue only our individual claims against each other and to pursue them on an individual, non-class, non-representative basis. You and we agree that neither you nor we will bring, participate in, or be members in any class action, private attorney general action, or other representative action against the other.**

## ARBITRATION AND WAIVER OF CLASS ACTION

READ THIS ARBITRATION PROVISION CAREFULLY. IT WILL IMPACT HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.

Under the terms of this Arbitration Agreement, and except as set forth below, "Claims" (as defined below) will be resolved by individual (and not class-wide) binding arbitration in accordance with the terms specified herein, if you or we elect it.

### 1. Agreement to Arbitrate.

You and the Credit Union agree that we have the option to attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts, or the products or services the Credit Union has provided, will provide or has offered to provide to you, and/or any aspect of your relationship with the Credit Union (hereafter referred to as the "Claims"). If informal settlement does not occur, then you agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision ("Arbitration Agreement"), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"), whether such Claims are in contract, tort, statute, or otherwise. If AAA is not available for any reason, the arbitrator or arbitration service shall be selected pursuant to the provisions of paragraph 7 of this Section and in such event all references in this agreement to AAA shall be deemed to refer to such other selected arbitrator or arbitration service. The Rules can be obtained on the AAA website free of charge at [www.adr.org](http://www.adr.org); or, a copy of the Rules can be obtained from the Credit Union upon request.

### 2. Electing Arbitration.

Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim, by:

(a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. If you or we elect arbitration by making written demand, your demand to us shall be sent to Mazuma Credit Union, care of the President/CEO, 7260 W 135th St, Overland Park, KS 66223, and our notice to you shall be sent to the most recent address for you in our files. Neither you nor we waive our right to elect arbitration by first filing suit in court. For example, if we file a collections suit and you file a counterclaim in response to the collection suit, you or we still have the right to choose to arbitrate the Claims asserted in the collection suit and/or in the counterclaim. Further, notwithstanding the foregoing, if you or we elect arbitration, such election will not limit or constrain your or our rights to: (1) interplead funds in the event of claims to funds associated with your account by several parties; (2) file bankruptcy in court; (3) take legal action to enforce the arbitrator's decision; (4) request that a court review whether the arbitrator exceeded its authority or whether the arbitrator's award should be vacated on some other ground provided by law; (5) engage in any self-help remedy, such as repossession, setoff, or sale of any collateral given by you as security for repayment of amounts owed by you under any agreement you have with us; or (6) pursue any individual action in court by you or us that is limited to preventing the other party from using such self-help remedy and that does not involve a request for damages or monetary relief of any kind.

### 3. Effect of Electing Arbitration.

IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS ACCOUNT AGREEMENT AND ANY SUCH CLAIMS WILL BE DECIDED BY AN ARBITRATOR RATHER THAN BY A JUDGE OR JURY (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT).

### 4. Agreement Subject to the Federal Arbitration Act.

This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the 'origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf. This Arbitration Agreement shall not apply to claims that are initiated in or transferred to small claims court, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT.

### 5. Class Action Waiver.

**If either you or we elect to arbitrate a Claim, neither you nor we will have the right: (a) to participate in a class action, private attorney general action, or other representative action – whether in a judicial proceeding or in arbitration – either as a class representative or as a class member; or (b) to join or consolidate Claims with the claims of any other person. No arbitrator shall have the authority to conduct any arbitration in violation of this provision or to issue any relief that applies to any person or entity other than you and/or us individually.**

The parties acknowledge that the Class Action Waiver is material and essential to the arbitration of any Claims and is non-severable from this Arbitration Agreement. If the Class Action Waiver is voided, found unenforceable, or limited with respect to any Claims for which you seek class-wide relief, then the Parties' Arbitration Agreement (except for this sentence) shall be null and void with respect to such Claim, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. However, the Arbitration Agreement shall remain valid with respect to all other Claims. **The parties acknowledge and agree that under no circumstances will a class action be arbitrated.**

### 6. Right to Opt Out.

You have the right to opt-out of this Arbitration Agreement and it will not affect any other terms and conditions of your Account Agreement or your relationship with the Credit Union. To opt out, you must notify the Credit Union in writing of your intent to do so within 30 days after the Effective Date. Your opt-out will not be effective and you will be deemed to have consented and agreed to the Arbitration Agreement unless your notice of intent to opt out is received by the Credit Union in writing at 7260 W. 135th Street, Overland Park, KS, 66223 or by email to [arboptout@mazuma.org](mailto:arboptout@mazuma.org) within such 30 day time period. Your notice of intent to opt out can be a letter that is signed by you or an email sent by you that states "I elect to opt out of the Arbitration Agreement" or any words to that effect. Failure to opt out of this Arbitration Agreement as provided for by this paragraph and your continued use of Credit Union products or services shall be deemed consent to this Arbitration Agreement.

### 7. Selection of Arbitrator.

The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules, and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unwilling or unable to undertake the arbitration, the parties shall still be governed by the Rules (or this Arbitration Agreement to the extent of any inconsistency), however the arbitrator may be selected by mutual agreement between the parties. If, and only if, the parties are unable to mutually agree upon an arbitrator, then you will have the right to select the arbitrator, provided that such selection must comply with the following conditions: (1) the arbitration shall be conducted by a single arbitrator; (2) such arbitrator must be either (a) a licensed attorney with active status in good standing admitted to practice law in the States of Kansas, Missouri, and/or the state where you

reside or (b) a licensed attorney in good standing with inactive status who, during the time such attorney held active status, was admitted to practice law in the States of Kansas, Missouri, and/or the state where you reside and, currently, is engaged full-time in the business of providing arbitration, mediation, or other alternative dispute resolution services; and (3) the arbitrator must have demonstrable experience in the subject matter or general legal practice area within which the claims to be arbitrated fall. Such "demonstrable experience" may be shown through proof of the arbitrator's areas of legal practice or other legal service (for example, cases heard or decided while serving as a judge). If the parties are unable to come to a mutual agreement as to whether a proposed arbitrator meets the foregoing criteria, then the arbitrator may be selected as provided under the Federal Arbitration Act (9 U.S.C. § 5). If you and we do not agree on a substitute forum, then you can select the forum for conducting arbitration for the resolution of the Claims.

#### 8. Arbitration Proceedings

The arbitration shall be conducted at a location or by remote video conference, as mutually agreed upon by the parties. In the event the parties are unable to come to an agreement on where the arbitration shall be conducted, the location at which the arbitration shall be conducted (and/or method of remote video conference) will be chosen as provided by the American Arbitration Association's applicable rules and procedures for consumer disputes. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The Arbitrator shall be entitled to award the same remedies that a court can award, including any kind of relief that could be awarded by a court, including injunctive relief. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator can award any damages or relief on your or our individual claim that a court of law could, including individual injunctive relief and attorneys' fees when permitted under governing law. The Arbitrator's award can be entered as a judgment in any court having jurisdiction. The Arbitrator shall issue its decision in writing and include a written supporting opinion in which the Arbitrator sets forth the basis for its decision, including but not limited to findings of fact and conclusions of law. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed. The Credit Union shall pay for any filing, administration, and arbitrator fees imposed on you by the AAA. However, each party shall be responsible for its own attorney, expert, and other fees not herein identified, with the exception

that the arbitrator is permitted to award attorneys' fees to the prevailing party to the extent allowed by applicable law or agreement. Nothing contained in this Arbitration Agreement shall prevent either you or the Credit Union from applying to any court of competent jurisdiction for emergency provisional relief, such as a temporary restraining order, a temporary protective order, an attachment, or any other pre-judgment remedies.

#### 9. Enforceability.

Any determination as to whether this Arbitration Agreement is valid, enforceable, or applicable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth herein shall be determined by the Court.

#### 10. Severability.

In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable.

#### 11. Confidentiality.

You and we agree that any arbitration proceeding initiated under this Arbitration Agreement shall be conducted and kept in strict confidence, meaning that you and we agree not to disclose or cause to be disclosed to any third party the dispute(s) to be arbitrated hereunder, or any of the underlying facts, circumstances, documents, and other materials relating to such dispute(s), except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge, or other court proceeding, concerning an award or its enforcement, or unless otherwise provided by law.

#### 12. Effective Date.

This Arbitration Agreement is effective immediately upon the opening of a new account. For existing accounts, this Arbitration Agreement is effective upon the 31st day after we provide it to you ("Effective Date"), unless you opt-out in accordance with the requirements of the RIGHT TO OPT-OUT provision above.

For all new accounts, this document was provided upon account opening. For existing accounts: If you receive your statements by mail, then the Arbitration Agreement was provided to you when it was mailed; If you receive your statements electronically, then it was also provided to you within the online banking portal.

**Mazuma Credit Union**  
7260 W 135th St.  
Overland Park, KS 66223  
(913) 574-5000  
[www.mazuma.org](http://www.mazuma.org)

