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**TERMS AND CONDITIONS OF YOUR ACCOUNT**

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT** - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents.

**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. 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 laws or applicable federal laws of the state of Nebraska 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 such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced 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 the standards set forth in this, but we must adhere to any variation in writing. We will give you 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 “we,” “our,” and “us” mean the financial institution, and the words “you” and “your” mean the account holder(s) and any authorized signer or similar party. Words and phrases used in this document should be construed as 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. “Party” means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent.

**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 image (or copy) of 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 agreement and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as account. 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. 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 you become involved in the dispute. All costs and attorneys’ fees can be deducted from your account when they are incurred, without notice to you.

**DEPOSITS** - Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with the requirements set forth in the Truth-in-Savings and bylaws. We reserve the right to refuse or return any deposit or payment or to impose conditions on the deposit. 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, or as the agent of the person authorized to use your account, to collect 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 which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier’s check or other problem which in our judgment justifies reversal of credit. You authorize us to make an attempt to collect on such an item. In the event of our inability to collect such an item, 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 not accept any returned items presented to us after 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 indorsers to verify or guarantee their indorsements, or indorse in our presence.

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 your account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse 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 check, its date, and the amount drawn thereon. We may, at our option, pay a check 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 indorsers to verify or guarantee their indorsements, or indorse in our presence.

Checks and withdrawal rules - If you do not purchase 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 person authorized to make the withdrawal or transfer. We may, at our option, pay a check or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than or any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the account until your eligibility is verified.

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 for any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to indemnify and 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 Transfer Act. We may honor such an item even though we have removed from circulation (truncated) the item or purged the item from our checks file. 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.

UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) FEES -

Generally - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and you should avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdraft account will typically result in you being charged an overdraft fee or an NSF fee. Generally, the amount charged for an overdraft fee will be greater than the actual amount of your purchase. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we will charge you a fee.

Determining whether an available balance exists - If you receive an "available balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your "available" balance may not be the same as your account’s "actual" balance. This means an overdraft or an NSF transaction could occur regardless of your account’s actual balance. Your account's "actual balance" includes transactions that have settled up to that point in time, that is, (transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and

We reserve the right to charge back to your account the amount of any item deposited to your account or cashed for which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier’s check or other problem which in our judgment justifies reversal of credit. You authorize us to make an attempt to collect on such an item. In the event of our inability to collect such an item, 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 not accept any returned items presented to us after 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 indorsers to verify or guarantee their indorsements, or indorse in our presence.

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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 check, its date, and the amount drawn thereon. We may, at our option, pay a check 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 indorsers to verify or guarantee their indorsements, or indorse in our presence.

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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.

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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 for any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to indemnify and hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

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amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process these items.

Our policy is to pay items in the order that they are received. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. There is no policy that is favorable in every instance. If the item is not paid in full, you may be charged NSF or overdraft fees, but the largest, and perhaps more important items (such as rent or mortgage payments) might not be paid. If an item is presented without sufficient funds in your account to pay it, we, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The amounts of the overdraft and NSF fees are disclosed elsewhere. By paying items in the order that we received them, we think our policy attains a reasonable balance between minimizing additional cost to you and paying your more important items.

If a check, item or transaction is presented without sufficient funds in your account to pay it, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. We will not charge you a fee for paying an overdraft of an ATM or one-time debit card transaction if the overdraft is for a check or item you signed or authorized us to pay.

The amounts of the overdraft and NSF fees are disclosed elsewhere, as are your rights to opt in to overdraft services for ATM and one-time debit card transactions, if applicable. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

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 service or sever ownership of all or any of your account. 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.

Single-Party Account - Such an account is owned by one party.

Joint-Party Account - Such an account is owned by two or more parties who jointly may be entitled to the account funds. Unless and until you properly notify us in writing of the change, you are jointly responsible (and to the extent of your ownership interest) for the account. As between you and us, the loss will be entirely yours.

Multiple-Party Account With Right of Survivorship - At death of party, ownership passes to surviving parties. If two or more parties survive and one is the surviving spouse of the deceased party, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amounts to which each surviving party, immediately before the deceased party’s death, was beneficially entitled under law, and the right of survivorship continues between the surviving parties.

Multiple-Party Account Without Right of Survivorship - At death of party, deceased party’s ownership passes as part of deceased party’s estate.

Single-Party Account With Pay-on-Death Designation - At death of the party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving party’s estate.

BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

STOP PAYMENTS - Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, any stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You must stop payment on any item drawn on your account whether you sign the item or not. Your stop-payment order is effective for six months if it is presented in advance of the date on the item (generally, a ‘‘record’’ is information that is stored in such a way that it can be retrieved and can be heard or read and understood – you can ask us what type of stop-payment records you can give us). Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if it is not renewed in writing. If you have not given us a written order, or if it is not received in a timely manner, you may have an obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

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 or a checking account are described elsewhere.

AMENDMENTS AND TERMINATION - We may change our bylaws and any term of this agreement. Rules governing changes in rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes we will give you reasonable notice in writing or by any other method permitted by law. We may close this account if your account is in violation of any of the restrictions or limitations set forth by your bank, or by giving you reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding checks,setImage(384,974)
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.

TEMPORARY ACCOUNT AGREEMENT - If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this Account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

RIGHT TO REPAYMENT OF INDEBTEDNESS - You each agree that we may (without prior notice and when permitted by law) charge and deduct from this account any and all amounts we owe you and all amounts due and payable on any account owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. 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. In any other circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

INDORES - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine. To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g., additional indorsements, ID information, driver’s license number, etc.) must fall within 1/2” of the “trailing edge” of the check. Indorsements 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 indorsement information within 1/2” of that edge.

THE CREDIT UNION’S RIGHT TO SETOFF - The Credit Union has the right of “setoff.” This means that the Credit Union may charge any of your accounts (including matured and unmatured time accounts) for any debts or liabilities you owe the Credit Union; whether due or not. This includes both secured and unsecured debts you owe, or you owe individually or together with someone else. If there is more than one owner of your account, this includes the debts and liabilities of any of you without regard to your contribution to the funds then on deposit in the account. The Credit Union may consider this Agreement as your consent to the Credit Union’s exercise of its right of setoff should any law require your consent. The Credit Union may exercise its right of setoff at any time or for any reason. When you are an owner of a joint account, the Credit Union’s right of setoff shall not apply to any account you hold in a representative capacity or to any of your tax-deferred retirement accounts (for example, IRA accounts) that you may now or hereafter maintain with the Credit Union.

AGENCY (Power of Attorney) DESIGNATION (Single-Party Accounts only) - A single individual is the owner. The agent is merely designated to conduct transactions on the owner’s behalf. The owner does not give up any rights to act on the account, and the agent may not in any manner affect the rights of the owner or beneficiaries, by any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on the owner’s behalf.

The owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the agent until: (a) we have received written notice of the termination of the agency; and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an agent.

RESTRICTIVE LEGENDS OR INDORES - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are “must be presented within 90 days” or “not valid for more than $1,000.00.” The payee’s signature accompanied by the words “for deposit only” is an example of a restrictive indorsement.

PLEDGES - Each owner of this account may pledge all or any part of the funds in it, except for membership shares, 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.

URGENCY OF ACH OUTS - We may charge a fee for anyone that does not have an agreement with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. You agree that the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

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.

CREDIT VERIFICATION - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting 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 any other order relating to your account (termed “legal action” in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until 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. 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. The list of fees applicable to your account(s) provided elsewhere in this policy, may be changed by us, which may result in any additional fees that we may charge for 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 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 unless you are willing to give them full use of your money. Checks and electronic withdrawals are processed by automated methods, and anyone who obtains your account number or access device could use it to 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 to help detect and prevent 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 unauthorized transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay and other reasonably security procedures. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue: a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

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 issued by the 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 have authorized. Thus, 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 make transfers to someone who then exceeds that authority, you will be liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Please review the additional information you have received or will receive regarding transfers 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.

TELEPHONE 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 telephone 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 from time to time by telephone, text messaging or email. However, 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, and as authorized by applicable law and regulations.
- Your consent is voluntary and not conditioned on the purchase of any product or service from us.

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses 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 landline, a paging service, a cellular telephone 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 device.

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 - 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 you may obtain 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, consequential or incidental 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.

EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals) - We may impose early withdrawal penalties on a withdrawal from a time or term share account even if you do not initiate the withdrawal. The early withdrawal penalty may be imposed if the withdrawal is caused by the enforcement of our right to repayment of indebtedness against funds in the account or as a result of an attachment or other legal process. We will close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

ADDRESS OR NAME CHANGES - You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Information we send you by mail may be addressed to any of the account holders. Unless you have instructed us otherwise in writing, you will 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 device.

Privacy - Your consent is limited to your account, and as authorized by applicable law.

You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Information we send you by mail may be addressed to any of the account holders. Unless you have instructed us otherwise in writing, you will 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 device.

MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS - Subject to federal and state law, we may monitor or record telephone 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 from time to time by telephone, text messaging or email. However, 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, and as authorized by applicable law and regulations.
- Your consent is voluntary and not conditioned on the purchase of any product or service from us.

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses 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 landline, a paging service, a cellular telephone 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 device.

POWER OF ATTORNEY - You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or authority whatsoever to monitor or insure 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 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(s) being used is not genuine.

POWER OF ATTORNEY - You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or authority whatsoever to monitor or insure 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 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(s) being used is not genuine.
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 Government. The amount of NCUA insurance you may have is based 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 still contact or visit NCUA or visit the NCUA website at 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 required report is not provided, we are required to refuse to process 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. If we do not receive your TIN in writing, we will report payments to the IRS under a personal identification number (PIN). We may change your account to another form of ownership to comply with these requirements. If you do not provide a TIN, we may be required to report all interest payments as to your account as underreporting of interest.

UNCLAIMED PROPERTY - We may change your account to another form of ownership to comply with these requirements. If you do not provide a TIN, we may be required to report all interest payments as to your account as underreporting of interest.

LOST, DESTROYED, OR STOLEN CERTIFIED, CASHIER’S, OR TELLER’S CHECKS - Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen certified, cashier’s or teller’s check. To assert this claim, you must be able to satisfy all the following conditions: (a) you must be the designated payee or owner of the check, (b) we must receive notice from you describing the check with reasonable certainty and asking for payment of the amount of the check, (c) we must receive the notice in time for us to have a reasonable opportunity to act on it, and (d) you must give us a declaration (in a form we require) of your loss with respect to the check. You can ask us for a declaration form. Even if all of these conditions are met, your claim may not be immediately enforceable. We may pay the check until the ninetieth day after the date of the check (or date of acceptance of a certified check). Therefore, your claim is not enforceable until the ninetieth day after the date of the check or date of acceptance, whichever is later. If you have already paid the check, on the day your claim is enforceable we become obligated to pay you the amount of the check. We will pay you in cash or issue another certified check.

At our option, we may pay you the amount of the check before your claim becomes enforceable. However, we will require you to provide us with a Backup Withholding Certification. We will not automatically remove joint owners when the minor reaches the age of majority under state law. However, when the minor reaches majority, they may open new accounts without regard to any restrictions on, or ownership and access arrangements of existing accounts.

SHARE DRAFTS - If establishing a share draft account, the Credit Union is authorized to pay share drafts signed by you and to charge such payments against the shares in the share draft account if applicable. It is further agreed that:

- Only share draft blanks and other methods approved by the Credit Union may be used to make withdrawals from this Account.
- The Credit Union is under no obligation to pay a share draft that exceeds the fully paid and collected share balance in the account. The Credit Union, may, however, pay such draft(s) and transfer shares to this account in the amount of the resulting overdraft, plus a service charge, from any other regular share account from which any of the unsatisfied is then eligible to withdraw shares.
The Credit Union may pay a share draft on whatever day it is presented for payment, notwithstanding the date (or any limitations on the time of payment) appearing on the share draft.

d) When paid, share drafts become the property of the Credit Union and will not be returned either with the periodic statement of this account or otherwise.

e) Except for negligence, the Credit Union is not liable for any action it takes regarding the payment or nonpayment of a share draft.

f) The Credit Union may refuse to accept any check or share draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft, and the Credit Union shall not have any liability for refusing payments.

TRANSACTION LIMITATIONS:

a) Withdrawal Restrictions: We will pay checks or drafts, permit withdrawals, and make transfers from the available balance in your account. The availability of funds in your account may be delayed as described in our funds availability policy disclosure. We may also place stops on checks or drafts, permit withdrawals, and make transfers when you have an insufficient available balance in your account if you have established an overdraft protection plan or, if you do not have a plan with us, in accordance with our overdraft payment policy.

We may refuse to allow a withdrawal in some situations, and will advise you accordingly; for example: (1) a dispute between account owners (unless a court had ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; (5) you fail to repay a Credit Union loan on time. We may require you to give written notice of seven (7) days to sixty (60) days before any intended withdrawals.

b) Cash Transactions: We may require up to 72-hour prior notice for large cash withdrawals (the definition of which shall be within the Credit Union’s sole discretion). The Credit Union can refuse an order to withdraw funds in cash or to cash an item if we believe such request is a security risk, poses a financial hardship on the credit union. We may require you to accept an Official Check or electronic transfer. If we agree to a cash withdrawal, you hereby release the Credit Union from any and all liability claims and damages which may arise from or in any way relate to your possession of the cash.

DORMANT AND INACTIVE ACCOUNTS - If you have not made any transactions within the period of time specified in the Fee Schedule, we may classify your account as dormant. Unless specifically prohibited by law, we may charge a fee (as set forth on the schedule) for maintaining your dormant account. You authorize us to transfer funds from your dormant account as follows: (1) charging your available balance, checking or money market accounts to cover the monthly service fee, if necessary. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. See Unclaimed Property section.

ACCOUNT OR SERVICE TERMINATION - The Credit Union bylaws authorize credit union management to suspend or terminate your account or services. The credit union may terminate your account or services; remove a joint owner from your account; or remove services from any owner at any time without notice to you or your employer, if you: (1) have a request to change the owners or authorized users; (2) there is a fraud/forgery or unauthorized use committed or reported; (3) there is a dispute as to the ownership of any account or sum of deposit; (4) there are any share drafts that are lost or stolen; (5) there are returned unpaid items not covered by an overdraft protection agreement with us or any other agreement with such plan; (6) you fail to make any minimum monthly payment or service charges on your account(s) or services; (7) the credit union incurs any loss or believes it may incur any loss relating to any loan(s), account(s) or service(s) you have with us; (8) we believe you have been negligent in protecting any devices, codes, usernames or passwords; (9) we deem it necessary to protect the credit union from any risks, losses or threats, or otherwise deem it to be in the best interests of the Credit Union, our members or our employees; (10) you breach any promise under this Agreement or any other agreements with us including but not limited to any default or other delinquency with regard to any loan or other agreements; (11) bankruptcy or any other insolvency proceeding is filed by or against you, or if we otherwise deem you to be insolvent or incapable of meeting your obligations to use; (12) you refuse or fail to cooperate as provided in this Agreement; (13) you have no activity on a zero-balance account for 6 months; (14) you violate any Credit Union policy, procedure or standard or any law, regulation or rule; (15) you participate or facilitate any transaction(s) for another person who is prohibited from transacting with Credit Union, as per applicable laws or Credit Union policy/procedure; (16) you make unauthorized posting(s), deface or remove notices or signs on Credit Union premises and/or social media sites without Credit Union authorization; (17) you misappropriate Credit Union funds, property or equipment; (18) you fail to provide evidence of receipt of funds to the Credit Union; (19) you possess, use or are under the influence of illicit drugs on Credit Union premises; (20) you engage in use or possession of weapons of any kind on Credit Union premises except for on-duty law enforcement officers; (21) you engage in threatening, abusive, destructive, harassing, or illegal behavior during any communication with Credit Union employees, members, volunteers, vendors or visitors; (22) you injure or assault any person or damage any property while on Credit Union premises or at any Credit Union function; and (23) if the balance in your share savings account(s) falls below the $5.00 and you do not increase the balance to at least that amount within 30 days of the reduction, you may be terminated from membership immediately.

ELECTRONIC FUND TRANSFERS
YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Electronic Fund Transfers Initiated By Third Parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party’s account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make or receive these transfers can occur in a number of ways. For example, you may authorize a merchant to convert a check or draft to an electronic fund transfer or to electronically pay a returned check or draft charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of sale), or when a merchant will post a returned check and joint the notice on a receipt. In all cases, these third party transfers will require you to provide the third party with your account number and credit union information. This information can be found on your check or draft as well as on a deposit or withdrawal slip. Thus, you should only provide your credit union and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- Preauthorized credits. You may make arrangements for certain direct debits, checks or IRAs and loans
- Preauthorized payments. You may make arrangements to pay certain recurring bills from your checking or share savings account(s).
- Electronic check or draft conversion. You may authorize a merchant or another payee to make a one-time electronic payment from your checking or share draft account using information from your check or draft to pay for purchases or pay bills.
- Electronic returned check or draft charge. You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for insufficient funds.

Please also see Limitations on frequency of transfers section regarding limitations that apply to savings accounts.

Phone Banking Transfers - types of transfers - You may access your account by telephone 24 hours a day at (531) 600-6797 using your personal identification number, a phone, your account numbers, and your account type number, to:

- transfer funds from checking to share savings
- transfer funds from share savings to checking
- transfer funds from share savings to share savings
- make payments from checking to loans with us
- make payments from share savings to loans with us
- get information about:
  - the account balance of checking, share savings, term share certificate, line of credit or IRAs and loans
  - get transaction history about checking, share savings, term share certificate, line of credit or IRAs and loans

Please also see Limitations on frequency of transfers section regarding limitations that apply to ATM transfers.

ATM Transfers - types of transfers - You may access your account(s) by ATM using your Visa® or MasterCard Debit Card and personal identification number, to:

- deposit funds to checking or share savings account(s)
- withdrawal cash from checking or share savings account(s)
- transfer funds from share savings to checking account(s)
- transfer funds from share savings to checking account(s)
- get information about:
  - the account balance of your checking or share savings account(s)

Some of these services may not be available at all terminals.

Please also see Limitations on frequency of transfers section regarding limitations that apply to ATM transfers.

ATM OR ATM/Visa DEBIT CARD AGREEMENT

General Provisions

The following general provisions apply to the First Nebraska Credit Union (FNCU) member cardholder, any joint owner on accounts accessible by use of an ATM or ATM/Visa Debit Card, as further described herein and a joint owner borrower whether such person receives a Card. The terms “We”, “I”, “me”, “my” or “our” refers to each person signing the ATM or Visa Card application.

The application accompanying this Agreement must be signed by all joint owners or an FNCU joint borrower, as applicable. If such persons do not sign, issuance of a Card will be restricted to the Member Owner. All Persons signing the accompanying ATM or ATM/Debit Card Agreement consent to all provisions of the ATM or ATM/Debit Card Agreement and acknowledge having received a copy of this Agreement.

If we understand that only the member under whose FNCU membership account number the Card is issued (Member Owner) may designate those other persons who may receive a Card associated with the Member Owner’s Accounts.

I/We understand and agree that: Any person receiving a Card and a Personal Identification Number (Cardholder) will have access to the Member Owner’s Accounts (Regular Shares, Checking, Overdraft Protection) hereinafter Accounts, although such person may not be a joint owner;
An FNCU borrower, if receiving a Card, will have access to the Member Owner’s Accounts; Use of the Card and PIN will allow each Cardholder to transact business on First Nebraska Credit Union (FNCU) Automated Teller Machines (ATM) or other designated ATMs used. Use of the Card and/or PIN will permit the Cardholder to make purchases at point of sale terminals or locations, excluding the ATM only card; If we appoint those individuals I have authorized to receive a Card, as an agent authorized to utilize such Accounts when such persons are not an FNCU member, joint owner, or joint borrower.

The use of the Card and all transactions related to such use are subject to all of the terms and provisions of present or future share and loan accounts as well as all other FNCU policies, all of which are subject to modifications. Subject to the provisions incorporated into this Agreement by reference. In the event of a conflict between this Agreement and other agreements or policies in matters pertaining to the use of the Card, the terms and conditions of this Agreement shall control my relationship with FNCU.

I/we agree that FNCU shall have the right to establish additional terms and conditions for issue of the Card, all of which shall be binding upon any Cardholder following written notice provided to the Member Owner addressed to the last known address FNCU has for such Member Owner. I/we shall be liable with respect to all authorized or unauthorized transactions in accordance with this Agreement and applicable laws and regulations.

FNCU is authorized to obtain any information to include a credit report concerning persons signing the Application as deemed necessary by it, solely in its discretion in order to determine my/our eligibility for a Card, and for review of continued eligibility for a Card. FNCU will determine which Card will be issued.

I/we understand and agree that preauthorized transactions or recurring payments to a merchant or financial institution are my responsibility and will be charged to my account until I cancel the transaction with the merchant or financial institution. I/we agree to make a good-faith effort to resolve any dispute regarding goods or services obtained from the merchant. I/we agree that FNCU shall not be liable for any claims we have against a merchant arising from the use of the Card for point of sale transactions.

This agreement, and all related matters, shall be governed by and interpreted in accordance with all laws of the United States and the commonwealth of Nebraska.

FNCU Member Owner Provisions

The following provisions apply to the FNCU Member Owner signing the Applications: I authorize the persons whom I have designated on the Application as Cardholders. I understand that any person using a Card under this Agreement may obtain ATM cash advances from my Overdraft Protection Account (if I have such an account), and that any such advances obtained are governed by the terms of my FNCU Agreement and Disclosure.

Cardholder Provisions

The following provisions apply to each person receiving a Card and/or PIN: I agree that the issuance of a Card and/or PIN is solely for my individual use. I agree that the Card and/or PIN will not be divulged, given, or made available to any other person under any circumstance.

I understand that the FNCU Member Owner may revoke any Cardholder’s privilege to have access to the FNCU Member Owner’s Accounts by notifying FNCU by telephone or writing to, and that any such advances obtained are governed by the terms of my FNCU Agreement and Disclosure.

Joint Account Tenant Provision

The following provisions apply to joint owners on the Member Owner’s Accounts and a joint borrower on the Member Owner’s Account, who will not receive a Card and whose Accounts are accessible by use of a Card and/or PIN: A joint owner of a Member Owner’s share Accounts who is not to receive a Card agrees that each person being issued a Card under the member number will have access to the Member Owner’s and joint borrower’s FNCU account, even though the Cardholder is not otherwise a joint borrower on the Member Owner’s FNCU account. Some of these services may not be available at all terminals.

Types of Visa® Debit Card Point-of-Sale Transictions - You may access your checking or your Savings and Overdraft Protection account(s) to purchase goods (in person, online, or via phone service, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept. Please also see Limitations on frequency of transfers section regarding limitations that apply to debit card transactions.

Currency Conversion and International Transactions. When you use your Visa® Debit Card at a merchant that sells in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date or the rate from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Visa USA charges us a 1% International Service Assessment on all international transactions regardless of whether there is a currency conversion. We pass this international service fee on to you. An international transaction is a transaction where the country of the merchant is outside the USA.

Advisory Against Illegal Use. You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

On-Line Banking Transictions - types of transfers - You may access your account(s) by computer, tablet, or smartphone through the internet by logging onto our website at www.firstnebraska.org and using your member number and password account and number(s).

Please also see Limitations on frequency of transfers section regarding limitations that apply to computer transfers.

Limitations on frequency of transfers. In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- During any calendar month, you may not make more than six withdrawals or transfers from a savings account to another credit union account of yours or to another financial institution, by using a preauthorized, automatic, or computer transfer, telephone order or instruction, or by check, draft, debit card, or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union. (see current fee schedule)

Fees

- We do not charge for direct deposits to any type of account.
- We do not charge for preauthorized payments from any type of account.
- Please refer to our fee disclosure for information about fees and limitations that may apply to these electronic fund transfers.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

ATM Operator/Network Fees. When you use an ATM not owned by us, you may be charged a fee by the ATM owner or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

- Terminal transfers. You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is $15 or less.
- Preauthorized credits. If you have arranged to have direct deposits made to your FNCU account, you can get information about these transfers by calling us at (402) 492-9100 to find out whether or not the deposit has been made.
- Periodic statements. You will get a monthly account statement from us for your checking accounts. You will get a monthly statement from us for your checking accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

- Preauthorized statement from us for your share savings accounts, if the only possible electronic transfers to or from the account are preauthorized credits.

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AIB-CU 8/1/2019 3q Custom TCM-29CUv,2bk 20153320-010 ENEAIB10
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PREAUTHORIZED PAYMENTS

• Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

  Call or write us at the telephone number or address listed in this brochure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

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

• Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

FINANCIAL INSTITUTION’S LIABILITY

Liability for failure to make transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

(1) if, through no fault of ours, you do not have enough money in your account to make the transfer,

(2) if you have an overdraft line and the transfer would go over the credit limit,

(3) if the automated teller machine where you are making the transfer does not have enough cash,

(4) if the terminal or system was not working properly and you knew about the breakdown when you started the transfer,

(5) if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken,

(6) there may be other exceptions stated in our agreement with you.

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

(1) where it is necessary for completing transfers; or

(2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or

(3) in order to comply with government agency or court orders; or

(4) if you give us written permission.

UNAUTHORIZED TRANSFERS

(a) Consumer liability.

• Generally. Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check or draft. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than $50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as $500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

(b) Contact in event of unauthorized transfer. If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this brochure. You should also call or number write to the address listed in this brochure if you believe a transfer has been made using the information from your check or draft without your permission.

ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this brochure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

(1) Tell us your name and account number (if any).

(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

(3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days for Visa® Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (10 days for the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for Visa® Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account). We may, in such circumstances, continue to hold your funds, however, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

FIRST NEBRASKA CREDIT UNION
10655 BEDFORD AVENUE
OMAHA, NEBRASKA 68134-3613
Business Days: Monday through Friday
Excluding Federal Holidays
Phone: (402) 492-9100
MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.

2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don’t leave them at the ATM or night deposit facility because they may contain important account information.

3. Compare your records with the account statements or account histories that you receive.

4. Don’t lend your ATM card to anyone.

5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.

6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don’t tell anyone your PIN. Don’t give anyone information regarding your ATM card or PIN over the telephone.

7. Prevent others from seeing you enter your PIN by using your body to shield your view.

8. If you receive your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.

9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.

10. Don’t accept assistance from anyone you don’t know when using an ATM or night deposit facility.

11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.

12. Don’t display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.

13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver’s window. Keep the engine running and remain alert to your surroundings.

We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please advise us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activities or crimes to both the operator of the facility and the local law enforcement officials immediately.
YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to all accounts.

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 2:00 P.M. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 2:00 P.M. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

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

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

LONGER DELAYS MAY APPLY

Case-by-case delays. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first $225 of your deposits, however, will be available on the first business day after the day of your deposit. Electronic direct deposits will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first $5,525 of a day’s total deposits of cashier’s, certified, traveler’s, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over $5,525 will be available on the ninth business day after the day of your deposit. Your deposits of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first $5,525 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

DEPOSITS AT AUTOMATED TELLER MACHINES

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the day of your deposit. This rule does not apply at ATMs that we own or operate.

COMMON FEATURES

Bylaw requirements: To become a member, you must complete the purchase of at least one share with your initial deposit or through your first direct deposit/payroll deduction, of at least $5.00, to your share savings account. The par value of each share will be $5.00.

If the balance in your share savings account(s) falls below $5.00 and you do not increase the balance to at least that amount within 30 days of the reduction, you may be terminated from membership immediately. The credit union by-laws authorize credit union management to suspend or terminate services immediately to a member who have caused the credit union a loss from any account relationship, violated board policy, or been abusive to credit union staff.

Transaction limitation - We reserve the right to at any time require not less than seven days notice in writing before each withdrawal from an interest-bearing account other than a time deposit or demand deposit, or from any other savings account as defined by Regulation D.

Nature of dividends - Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

National Credit Union Share Insurance Fund - Member accounts in this credit union are federally insured by the National Credit Union Share Insurance Fund. Please refer to our separate rate sheet for current dividend rate and annual percentage yield information.
**Facts**

**What does First Nebraska Credit Union (F.N.C.U.) do with your personal information?**

<table>
<thead>
<tr>
<th>Why?</th>
<th>Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.</th>
</tr>
</thead>
</table>
| What? | The types of personal information we collect and share depend on the product or service you have with us. This information can include:  
- Social Security number and Account Balances  
- Payment history and Credit Card or other debt  
- Credit history and Credit Scores |
| How? | All financial companies need to share members’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members’ personal information; the reasons First Nebraska Credit Union chooses to share; and whether you can limit this sharing. |

<table>
<thead>
<tr>
<th>Reasons we can share your personal information</th>
<th>Does F.N.C.U. Share?</th>
<th>Can you limit this sharing?</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>For our everyday business purposes</strong>—such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td><strong>For our marketing purposes</strong>—to offer our products and services to you</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td><strong>For joint marketing with other financial companies</strong></td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td><strong>For our affiliates’ everyday business purposes</strong>—information about your transactions and experiences</td>
<td>No</td>
<td>We don’t share</td>
</tr>
<tr>
<td><strong>For our affiliates’ everyday business purposes</strong>—information about your creditworthiness</td>
<td>No</td>
<td>We don’t share</td>
</tr>
<tr>
<td><strong>For nonaffiliates to market to you</strong></td>
<td>No</td>
<td>We don’t share</td>
</tr>
</tbody>
</table>

**To limit our sharing**

- Call 800-882-0244 or visit us online at firstnebraska.org

**Please note:**

If you are a new member, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our member, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

**Questions?**

- Call 800-882-0244 or go to firstnebraska.org
<table>
<thead>
<tr>
<th>Who we are</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Who is providing this notice?</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>What we do</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>How does F.N.C.U. protect my personal information?</strong></td>
</tr>
</tbody>
</table>
| **How does F.N.C.U. collect my personal information?** | We collect your personal information, for example, when you:  
- Open an account or Give us your contact information  
- Apply for a loan or Make deposits or withdrawals from your account  
- Provide account information  
We also collect your personal information from others, such as credit bureaus, affiliates or other companies. |
| **Why can’t I limit all sharing?** | Federal law gives you the right to limit only:  
- Sharing for affiliates’ everyday business purposes—information about your creditworthiness  
- Affiliates from using your information to market to you  
- Sharing for nonaffiliates to market to you  
State laws and individual companies may give you additional rights to limit sharing. |
| **What happens when I limit sharing for an account I hold jointly with someone else?** | Your choices will apply to everyone on your account. |

<table>
<thead>
<tr>
<th>Definitions</th>
</tr>
</thead>
</table>
| **Affiliates** | Companies related by common ownership or control. They can be financial and nonfinancial companies.  
- First Nebraska Credit Union has no affiliates. |
| **Nonaffiliates** | Companies not related by common ownership or control. They can be financial and nonfinancial companies.  
- FNCU does not share with nonaffiliates so they can market to you. |
| **Joint marketing** | A formal agreement between nonaffiliated financial companies that together market financial products or services to you.  
- Our joint marketing partners may include insurance companies and other financial service providers. |
### CARD SERVICES

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>ATM Card Initial Access</td>
<td><strong>$6.00</strong></td>
</tr>
<tr>
<td>Replacement ATM/Visa Debit Card</td>
<td><strong>$6.00</strong></td>
</tr>
<tr>
<td>ATM/Visa Debit Card Rush Delivery</td>
<td><strong>$50.00</strong></td>
</tr>
<tr>
<td>ATM Withdrawal Daily Dollar Limit (5 per day)</td>
<td><strong>$400.00 per day</strong></td>
</tr>
</tbody>
</table>

**Debit Card Daily Purchase Limits**
- First Class, Preferred & Premier Checking: **$2,000.00 per day**
- Basic Checking: **$1,000.00 per day**
- Smart Start Checking: **$300.00 per day**

**ATM Transaction Fee**
- **$2.50 per transaction**
  - Unlimited transactions at all FNCU branch ITM/ATM's.
  - Over 4 each month

Access to over 87,000 surcharge-free ATMs through the Allpoint and MoneyPass networks. Visit our website at firstnebraska.org for information.

**ATM Deposit Disclosure**
- If you make a deposit at an ITM/ATM, $100.00 of that deposit is available the same day. The remainder of the deposit is not available for 5 business days.

**Visa Gift Card**
- **$4.95 per card**

**Visa Travel Card**
- **$5.95 per card**
  - (Preferred & Premier Checking exempt)

**Visa Travel Card Reload Fees**
- Online reload: **$2.00 per reload**
- In Branch reload: **$4.00 per reload**
  - Preferred & Premier Checking (discounted rate): **$2.00 per reload**

### SHARE ACCOUNTS

**Money Market Transaction Limits**
- Money Market Checking: **$5.00 per additional trans**
- Advantage Plus: **$10.00 per additional trans**
- Super Saver: **$2.00 per additional trans**

**Checking Account Service Fees**
- Basic Checking: **$5.00 per month**
- First Class Checking: **$2.00 per month**
- Preferred Checking: **$2.00 per month**

**Minimum Balance Fees**
- Classic Checking: **$3.00 per month**
- Premier Checking: **$10.00 per month**
- Money Market Checking: **$15.00 per month**
- Advantage Plus Money Market: **$10.00 per month**
- Super Saver Money Market: **$15.00 per month**

**Account Closure Fees**
- Reopen a closed savings account: **$25.00**
- Reopen a closed checking account: **$25.00**
- Reopen a closed checking account (within 90 days of closure): **$25.00**

**Dormant Account Fee**
- $1.00 per month
  - (after 24 months of no activity)

**Bad Address Fee**
- (per returned statement): **$5.00 per statement**

**Notification of Address Change**
- (from USPS): **$1.00**

### CREDIT UNION SERVICES

**Account Research**
- Account Activity Printout: **$2.00 per page**
- Account Balancing Assistance: **$20.00 per hour**
- Official Teller Check (UCC 3-312 Requires 90 day waiting period): **$29.00**

**Stop Payments**
- ACH Debit (One-time or Permanent): **$29.00**
- Check: **$29.00**
- Bill Pay Check (Available on check payments only): **$29.00**
- Official Teller Check: **$29.00**

**Check Printing**
- Fee depends on style and number of boxes ordered

**Check Balancing Assistance**
- $20.00 per hour

**Copy of Statement**
- **$2.00 per page**

**Copy of Check**
- **$5.00**

**Copy of Official Teller Check**
- **$5.00**

**Official Teller Checks**
- First check issued is FREE, each additional check issued that day will be assessed a fee. **$2.00 per check**

**One-time Staff Assisted Payment for Loan**
- **$15.00 per trans**

**One-time Online Payment for Loan**
- **$10.00 per trans**

**Recurring Staff Assisted Payment for Loan**
- **$15.00 initial setup fee**

### NONSUFFICIENT FUNDS FEES

**NSF Debit Card**
- **$29.00**

**NSF ATM Withdrawal**
- **$29.00**

**NSF Online Bill Payment**
- **$29.00**

**NSF Check**
- **$29.00**

**Deposited Checks Returned Unpaid**
- **$15.00**

**Check Placed for Collection**
- **$25.00 per item**

### WIRE SERVICES

**Domestic – Incoming**
- **$15.00**

**Domestic – Outgoing**
- **$20.00**

**Foreign – Incoming/Outgoing**
- **$30.00**

### MISCELLANEOUS SERVICES

**Legal Processing**
- (includes levy, writ, garnishment, subpoena, and requests for information from law enforcement agencies): **$50.00**

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*For each non-FNCU branch ATM transaction over four, per account, per month, an ATM Transaction Fee of $2.50 will be assessed. Other bank, credit union, and ATM operators' surcharges may apply. The ATM Transaction fee is waived for Premier Checking account holders.*
# RATE SHEET

**Effective 07/01/2021**

### MINIMUM BALANCE | RATE | YIELD
---|---|---
$100.00 - $999.99 | 0.05% | 0.05%
$1,000.00 - $4,999.99 | 0.05% | 0.05%
$5,000.00 - $9,999.99 | 0.05% | 0.05%
$10,000.00 - OVER | 0.10% | 0.10%

### FIRST CLASS CHECKING
$1,000.00 - OVER | 0.02% | 0.02%

### PREFERRED CHECKING
$500.00 - OVER | 0.02% | 0.02%

### PREMIER CHECKING
$2,500.00 - OVER | 0.05% | 0.05%

### MONEY MARKET CHECKING
$2,500.00 - $9,999.99 | 0.05% | 0.05%
$10,000.00 - OVER | 0.05% | 0.05%

### ADVANTAGE PLUS MONEY MARKET SAVINGS
(Requires a First Class, Preferred or Premier Checking Account)
$2,500.00 - $9,999.99 | 0.05% | 0.05%
$10,000.00 - $24,999.99 | 0.12% | 0.12%
$25,000.00 - OVER | 0.12% | 0.12%

### SUPERSAVER MONEY MARKET SAVINGS
$5,000.00 - $9,999.99 | 0.05% | 0.05%
$10,000.00 - $24,999.99 | 0.10% | 0.10%
$25,000.00 - OVER | 0.10% | 0.10%

### PONY & PEEWEE SAVINGS
$5.00 - OVER | 0.05% | 0.05%

### VACATION, CHRISTMAS CLUB, ESCROW SAVINGS
$100.00 - OVER | 0.05% | 0.05%

### IRA SAVINGS (NO MINIMUM BALANCE)
TRADITIONAL/ROTH/CoverDell | 0.10% | 0.10%
RMD Post 70 1/2 | 0.10% | 0.10%

### Certificates

<table>
<thead>
<tr>
<th>CERTIFICATE TERM</th>
<th>MINIMUM BALANCE</th>
<th>RATE</th>
<th>YIELD</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REWARDS SHARE / IRA TERM CERTIFICATES</strong>*</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 6 Month | $500.00 | 0.20% | 0.20%
| 9 Month | $500.00 | 0.20% | 0.20%
| 12 Month | $500.00 | 0.25% | 0.25%
| 18 Month | $500.00 | 0.30% | 0.30%
| 24 Month | $500.00 | 0.40% | 0.40%
| 36 Month | $500.00 | 0.45% | 0.45%
| 48 Month | $500.00 | 0.55% | 0.55%
| 60 Month | $500.00 | 0.60% | 0.60%

*Rewards Certificate Rates require a Checking Account relationship

### SPECIAL SHARE / IRA TERM CERTIFICATES

<table>
<thead>
<tr>
<th>CERTIFICATE TERM</th>
<th>MINIMUM BALANCE</th>
<th>RATE</th>
<th>YIELD</th>
</tr>
</thead>
</table>
| 13 Month | $500.00 | 0.35% | 0.35%
| 25 Month | $500.00 | 0.50% | 0.50%

*APY-Annual Percentage Yield. Savings, Club, Checking and IRA Accounts, the APY results if principal and dividends remain on deposit for one year at the stated dividend rate. Certificates, the APY results if principal and dividends remain on deposit until maturity. APY is accurate as of the last dividend declaration date. Dividends are compounded using the average daily balance method. Savings, Club and IRA Account dividends accrue through the last day of each quarterly period and are posted to the account the last day of the quarter. Share Draft Checking Account dividends accrue through the last day of each monthly period and are posted to the account the last day of each month. Certificate dividends will be credited quarterly based on the date the account is opened. Certificates automatically renew for the same term as the previous term, at the rate in effect on the maturity date unless it is a special term. Special term certificates automatically renew to the standard term that is less than and closest to the original term. Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period. Dividend rates vary at FNCU's discretion. Fees or other conditions could reduce APY. IRAs are subject to IRS regulations. See www.firstnebraska.org for more information.