



P O BOX 8046
MADISON WI 53708-8046
608-243-5000 | 800-236-5560
SummitCreditUnion.com

BUSINESS MEMBERSHIP AND ACCOUNT AGREEMENT

This Business Membership and Account Agreement ("Agreement") covers the rights and responsibilities concerning accounts held by a business or organization account owner ("Account Owner") and Summit Credit Union ("Credit Union"). In this Agreement, the words "you," "your" and "yours" mean the Account Owner as well as each person signing a Business Account Card or other account opening document ("Account Card") or for which membership and/or service requests are otherwise approved. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share or deposit accounts you have with the Credit Union.

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, if applicable, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

1. CONTRACT - Your account with the Credit Union is held individually in the name of the Account Owner. By signing an Account Card or authenticating your request, or by adding, changing or continuing to use your accounts and services, you agree to the terms and conditions in this Agreement, the Account Card, any Funds Availability Policy Disclosure, rate sheet, fee schedule, Account Receipt or other disclosure we provide to you, the Credit Union Bylaws or Code of Regulations (Bylaws), Credit Union policies, and any amendments, including additions, deletions or other changes, we make to these documents from time to time, all of which collectively govern your membership, accounts and services. You also agree that your accounts and services are governed by applicable present and future federal and state laws, local banking customs and clearinghouse rules.

2. MEMBERSHIP ELIGIBILITY - To join the Credit Union, the Account Owner must meet the membership requirements, which may include the purchase and maintenance of the minimum required share(s) (hereinafter membership share), paying a membership fee, or other requirement(s) as set forth in the Credit Union's bylaws or established from time to time by the Credit Union's Board of Directors. You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit and consumer reporting agencies, to verify your eligibility for the accounts and services you request and for other accounts, products, or services we may offer you or for which you may qualify.

3. ACCOUNT ACCESS

a. Authorized Persons. The following are deemed Authorized Persons who may establish accounts at the Credit Union and act on behalf of the Account Owner with respect to such accounts:

- If the Account Owner is a sole proprietorship, the business owner and any person designated by the business owner;
- If the Account Owner is a partnership, each partner (or general partner in the case of a limited partnership) and any person designated by the partners; or
- If the Account Owner has any other form of organization or is an unincorporated organization or association, the individuals vested with the power to make decisions concerning the operation of the Account Owner must designate the persons authorized to establish accounts at the Credit Union and transact business on such accounts on behalf of the Account Owner.

b. Authority. Authorized Persons are vested with authority to open and close accounts on behalf of the Account Owner and transact business of any nature on such accounts, including but not limited to the following:

- Depositing, withdrawing and transferring funds into, out of and between one or more accounts;
- Signing checks, drafts and other orders for payment or withdrawal;
- Issuing instructions regarding orders for payment or withdrawal;
- Endorsing any check, draft, certificate, share certificate and any other instrument or order for payment owned or held by the Account Owner; and
- Receiving information of any nature about the account.

We have no obligation to inquire as to the use of any funds or the purpose of any transaction made on your account by an Authorized Person and are not responsible for any transaction by an Authorized Person.

We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. It is your responsibility to provide us with specimen signatures of all Authorized Persons and to inform us immediately in writing of any changes. If you have authorized the use of a facsimile signature of any Authorized Person, we may honor any document that appears to bear the facsimile signature.

c. Access Options. You may access your account in any manner we permit including, for example, in person at one of our branch offices, at an ATM or point-of-sale device, or by mail, telephone, automatic transfer, internet access, or mobile application. Authorized Persons may execute additional agreements and documents we require to access, transact business on and otherwise exercise authority over your account. We may return as unpaid any check or draft drawn on a form we do not provide. Any losses, expenses or fees we incur as a result of handling such a check or draft will be charged to your account.

d. Credit Union Examination. We may disregard information on any check or draft, other than the signature of the drawer, the amount of the item and any magnetic encoding. You agree we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

4. DEPOSIT OF FUNDS REQUIREMENTS - Funds may be deposited to your accounts in any manner approved by the Credit Union and in accordance with any requirements set forth on our business account rate sheet and fee schedule. We have the right to refuse any deposit, limit the amount that may be offered for deposit, and return all or any part of a deposit. Deposits made by mail, at night depositories or other unstaffed facilities are not our responsibility until we receive them.

a. Endorsements. We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to or to the order of the Account Owner, even if they are not endorsed. If an insurance, government, or other check or draft requires an endorsement, we may require that it be endorsed as set forth on the item. We may but are not required to accept, whether for cash or other value, checks, drafts, or items made payable to the Account Owner, provided such items are endorsed with an original or facsimile signature of an Authorized Person. Endorsements must be made on the back of the check or draft within 1½ inches from the top edge, although we may accept endorsements outside this space. However, any loss we incur due to a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility. If we offer a remote deposit capture service and you have been approved to use the service to make deposits to your account, you agree that, prior to transmitting check or draft images, you will restrictively endorse each original check or draft in accordance with any other agreement with us that governs this service. If a check, draft or other item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or item as though it is payable to either person.

b. Collection of Items. We act only as your agent, and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the loss of an item in transit or the negligence of any correspondent. Each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any midnight deadline limits. The actual credit for deposits of foreign currency or items payable in foreign currency will be at the exchange rate in effect at the time of final collection in U.S. dollars.

c. Restrictive Legends. Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include "two signatures required," "void after 60 days," and "not valid over \$500.00." We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restriction or limitation.

d. Final Payment. All items and Automated Clearinghouse (ACH) transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items and impose a return item fee on your account. Any collection fees we incur may also be charged to your account. We reserve the right to refuse or return any item or funds transfer.

e. Direct Deposits. We may offer direct deposit services, including preauthorized deposits (e.g. payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits by completing a separate authorization document or process. You must notify us if you wish to cancel or change a direct deposit or preauthorized transfer. Any cancellation or change will become effective once we receive notice from you and have a reasonable period of time to act on your request. If we are required to reimburse a government agency for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law. If your account is overdrawn, you

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

f. Crediting of Deposits. Deposits will be credited to your account on the day we consider them received as stated in our Funds Availability Policy Disclosure.

5. FUNDS TRANSFERS - Funds transfers we permit that are subject to Article 4A of the Uniform Commercial Code, including Automated Clearinghouse (ACH) credit transactions and wire transfers, will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the Credit Union is located, except as otherwise provided in this Agreement. ACH transfers are subject to Nacha rules. If we execute requests for funds transfers by Fedwire, such transfers are subject to the Federal Reserve Board's Regulation J.

a. Authorization for Transfers/Debiting of Accounts. Any Authorized Person is authorized to make or order funds transfers to or from your account. We will debit your account for the amount of a funds transfer and will charge your account for any fees related to the transfer.

b. Right to Refuse to Make Transfers/Limitation of Liability. Unless we agree otherwise in writing, we reserve the right to refuse to execute any payment order to transfer funds to or from your account. We are not obligated to execute any payment order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control, including mechanical, electronic or equipment failure. In addition, we will not be liable for consequential, special, punitive or indirect loss or damage you may incur in connection with funds transfers to or from your account.

c. No Notice Required. We may, but are not required to, provide you with notice when funds transfers are credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received.

d. Interest Payments. If we fail to properly execute a payment order and such action results in a delay in payment to you, applicable law may require that we pay you interest for the period of delay. As required, based on your account type, we will pay you such interest in the form of dividend or interest payments, whichever applies. You agree that the dividend or interest rate paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period.

e. Provisional Credit for ACH Transactions. We may provisionally credit your account for an ACH transfer before we receive final settlement. If we do not receive final settlement, we may reverse the provisional credit or require you to refund us the amount provisionally credited to your account, and the party originating the transfer will not be considered to have paid you.

f. Payment Order Processing and Cut-off Times. Payment orders we accept will be executed within a reasonable time of receipt. Unless we have agreed otherwise in writing, a payment order may not necessarily be executed on the date it is received or on a particular date you specify. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments. Funds transfers, payment orders, cancellations, and amendments received after a cut-off time may be treated as having been received on the next funds transfer business day. Information about any cut-off times is available upon request. From time to time, we may need to temporarily suspend processing of a transaction for greater scrutiny of verification in accordance with applicable law. This action may affect settlement or availability of the transaction.

g. Identifying Information. If your payment order identifies the recipient and any financial institution by name and account or other identifying number, the Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or other identifying number, even if the number identifies a different person or financial institution.

h. Amendments and Cancellations of Payment Orders. Any Authorized Person may amend or cancel a payment order regardless of whether that person initiated the order. We may refuse requests to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order.

i. Security Procedures. We may require you to follow a security procedure to execute, amend or cancel a payment order so that we may verify the authenticity of the order, amendment or cancellation. You agree that the security procedure established by separate agreement between you and the Credit Union is commercially reasonable methods of providing security against unauthorized payment orders. You hereby expressly agree to be bound by any payment order, whether or not authorized, issued in your name and accepted by us in compliance with the security procedures. If you refuse to follow a commercially reasonable security procedure that we offer, you agree to be bound

by any payment order, whether authorized or not, that is issued in your name and accepted by us in good faith in accordance with the security procedure you choose.

j. Duty to Report Unauthorized or Erroneous Funds Transfers. You must exercise ordinary care to identify and report unauthorized or erroneous funds transfers on your account. You agree that you will review your account(s) and periodic statement(s) promptly. You further agree you will notify us promptly of any unauthorized or erroneous transfers.

k. Recording Telephone Requests. You agree that we may record payment order, amendment and cancellation requests as permitted by applicable law.

l. Incorporating by Reference. The terms and conditions of the most recently approved Summit Credit Union Wire Transfer Agreement are incorporated by reference herein and made a part hereof. In the event of an inconsistency between a provision of the Wire Transfer Agreement and this Agreement, the provisions of the Wire Transfer Agreement shall prevail.

6. ACCOUNT RATES, FEES, SERVICE CHARGES AND BALANCE REQUIREMENTS- We pay account earnings and assess fees against your account as set forth in our business account rate sheet and the Business Schedule of Fees and Charges. You agree to pay us the fees and charges and follow the balance/deposit requirements as provided in the Business Schedule of Fees and Charges, as determined by the Credit Union for treasury relationship special pricing, or as the parties may agree from time to time. We may change the amount of or conditions to assess fees and charges as well as any balance/deposit requirements from time to time without notice unless notice is required by applicable law.

7. TRANSACTION LIMITATIONS - We reserve the right to restrict withdrawals or transfers from your account and shall not be liable for any restrictive action we take regarding withdrawals, transfers, or the payment or non-payment of checks and drafts, except those damages which may arise solely as a result of the Credit Union's negligence.

We permit withdrawals if your account has sufficient available funds to cover the full amount of the withdrawal, and may otherwise honor withdrawal requests in accordance with our overdraft policies or any overdraft protection service you have established with us. Checks and drafts or other transfers or payment orders which are drawn against insufficient available funds may be subject to a fee as set forth in our business account fee schedule. If there are sufficient available funds to cover some, but not all, of your withdrawal request, we may otherwise allow you to make a withdrawal in an amount for which there are sufficient available funds.

We may limit or refuse a withdrawal in some situations, and will advise you accordingly if, for example: (1) there is a dispute between Authorized Persons (unless a court has 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; (6) for non-corporate accounts, a depositor is deceased; or, for corporate accounts, the corporation is in bankruptcy proceedings or has been dissolved and the required disposition of the account has not been made; (7) someone with authority to do so requests us not to permit the withdrawal; or (8) there are other circumstances which do not permit us to make the withdrawal. We also reserve the right to refuse any withdrawal which is attempted by any method not specifically permitted by us. We may require you to give written notice of 7 to 60 days before any intended withdrawals.

8. CERTIFICATE ACCOUNTS - Any term share, share certificate, time deposit or certificate of deposit account, whichever we offer as allowed by applicable federal or state law, is subject to the terms of this Agreement, our business account rate sheet and fee schedule, Account Receipt(s), if provided, and any other documents we provide for the account, the terms of which are incorporated herein by reference. **For accounts held at state-chartered credit unions located in Wisconsin:** Credit Union liability for dividends declared by the board of directors on term share, share certificate and passbook savings accounts shall terminate without penalty to the Credit Union upon the Credit Union entering an involuntary dissolution procedure, or if the Director of Credit Unions shall take possession of the Credit Union under s.186.235(11) of the Wisconsin Statutes. Upon dissolution, the Director shall determine the priority of payout of the various classifications of savings (Wis. Admin. Code DFI-CU 60.06).

9. OVERDRAFTS AND DISHONORED ITEMS

a. Payment of Overdrafts. If, on any day, there is not enough money in your share or deposit account (described below) to pay the full amount of a check, draft, transaction, or other item, plus any applicable fee, that is posted to your account, we may return the item or pay it, as described below. The Credit Union's determination of an insufficient account balance may be made at any time between presentation or posting of a transaction and the Credit Union's midnight deadline with only one review of the account required. We do not have to notify you if your account does not have sufficient funds in order to pay an item. As described below, your account may be subject to a charge for each item regardless of whether we pay or return the item and you may be charged for the same item if it is presented for payment multiple times.

If we offer standard overdraft services, this service allows us to authorize payment for the following types of transactions regardless of whether your share or deposit account has sufficient funds: (1) share drafts/checks and other transactions made using your checking account; (2) automatic bill payments; (3) ATM transactions; (4) Debit Card

Transactions and (5) ACH transactions.

Except as otherwise agreed in writing, if we exercise our right to use our discretion to pay such items that result in an insufficiency of funds in your account, we do not agree to pay them in the future and may discontinue coverage at any time without notice. If we pay these items or impose a fee that results in insufficient funds in your account, you agree to pay the insufficient amount, including the fee(s) assessed by us, in accordance with our standard overdraft services or any other service you may have authorized with us or, if you do not have such protections with us, in accordance with any overdraft payment policy we have, as applicable. Additional terms and conditions are outlined in the Overdraft Disclosure that follows.

Overdraft Disclosure

This Overdraft Disclosure contains important information regarding your account balances; how payment and deposit transactions are posted to your account; when we consider your account to be overdrawn and the fees you may be charged if your account is overdrawn. Please read it carefully. If you have questions, please see a branch representative or call our Contact Center at (608) 243-5000 or (800) 236-5560.

For purposes of this Disclosure, “you” refers to you, the account owner. The “Credit Union,” “we” or “us,” refers to Summit Credit Union. When we use the word “overdraft”, that means your current account balance less deposit holds is not enough to pay for a transaction.

YOUR ACCOUNT BALANCE. Your checking account has two kinds of balances: the “current” balance (also called the “actual” balance) and the “available” balance. Both can be checked when you review your account online, use our mobile app or Teller Phone, at some ATMs, call our Contact Center, or at a Credit Union branch. It is important to understand how the two balances work so that you know how much money is in your account at any given time. This section explains current balance and available balance and how they work.

Your current balance is the total amount of money that is in your account at any given time. It reflects the full amount of all deposits to your account, even though some portion of a deposit may not be available to you or may be pending receipt of funds from a third party, less payment transactions that have “posted” to your account. It does not, however, include preauthorized commitments to pay merchants that are pending settlement (i.e., have not yet been paid or posted to your account), nor checks or other payments that have not yet posted. Thus, while the term “current” may sound as though the amount you see is an up-to-date display of what is in your account that you can spend, that is not always the case. For example, if you have a \$50 current balance, but you just wrote a check for \$40, then your current balance is \$50 but it does not reflect the pending \$40 check transaction. At that point, you actually have \$50 in your current balance, but you have already spent \$40.

Your available balance is the amount of money in your account that is immediately available for use. It is the current balance less holds placed on deposits and less debit card payment commitments that the Credit Union has authorized but that have not yet posted to your account. For example, assume you have a current balance of \$50 and an available balance of \$50. If you were to swipe your debit card at a merchant to buy groceries for \$20, then that merchant could ask us to authorize the payment. In that case, we are obligated to pay the merchant, even if your balances are negative at the time the debit card payment is presented to us by the merchant, so we will reduce your available balance by the amount of the “pre-authorization commitment,” which is \$20. Your current balance would still be \$50 because this transaction has not yet posted, but your available balance would be \$30 because you have a commitment to pay the merchant \$20. When the merchant submits its bill for payment (which could be several days later), your current balance will be reduced by the amount of the posted transaction (in this example, \$20) and both your current and available balance will be \$30.

WHEN IS YOUR ACCOUNT OVERDRAWN? When a transaction is authorized, the current balance will be used to determine if a fee can be charged when the transaction posts. If your account balance is positive at the time of the authorization that transaction will not be subject to a fee. If the current balance is negative and you have authorized us to take your account into the negative, a fee may be charged if the balance is still negative when the transaction posts. The following example illustrates how this works. Again, assume your current balance and available balance are both \$50, and you swipe your debit card at a merchant for \$20. The merchant requests a pre-authorization commitment, and we reduce your available balance to \$30. Your current balance is still \$50. Before the \$20 merchant transaction is sent to us for payment, a check that you wrote for \$40 is presented for payment. Because you have only \$30 available (you have a commitment to pay the merchant \$20), your account will be overdrawn by \$10, even though your current balance is \$50. In this case, as your current balance is \$50, we may pay the \$40 check, and you will not be charged an overdraft fee for the \$40 transaction. Your current balance is now \$10. When the merchant requests payment for the \$20 transaction, your current and available balance will be insufficient to cover the \$20 transaction. As your balance was sufficient at the time the pre-authorization commitment for the transaction was approved there will not be an overdraft fee assessed. Recurring transactions from merchants that do not obtain a pre-authorization that cause an insufficient balance will be subject to an overdraft fee.

IT IS VERY IMPORTANT TO UNDERSTAND THAT YOU MAY STILL OVERDRAW YOUR ACCOUNT EVEN THOUGH THE AVAILABLE BALANCE AND CURRENT BALANCE APPEAR TO SHOW THERE ARE SUFFICIENT FUNDS TO COVER A TRANSACTION THAT YOU WANT TO MAKE. Your available balance may not reflect all of your outstanding checks, automatic bill payments that you have authorized, or other outstanding transactions that have not been paid from your account. In the example above, the outstanding check will not be reflected in your available balance until it is presented to us and paid from your account. Your available balance also may not reflect recent deposits to your account that are subject to “holds” as described in our Funds Availability Policy.

In addition, your available balance may not reflect all of your pending debit card or ATM card transactions. For example, if a merchant obtains a pre-authorization commitment but does not submit a one-time debit card transaction for payment within three (3) business days after pre-authorization, we may increase your available balance by the amount of the pre-authorization commitment. This means that your available balance will not reflect the pending transaction until the transaction has been received by us and paid from your account (i.e., posted). (Note that this commonly happens with certain types of pre-authorized commitments, such as car rentals and international purchases, depending on the merchant.) Even though we may increase your available balance when a merchant does not submit the transaction for payment in a timely manner, the obligation to the merchant still applies. The time period for the pre-authorization commitment may be different for certain types of merchants such as gas stations that may have a pre-authorization commitment period of several hours, or for transactions or accounts that involve suspicious or unusual activity.

POSTING TRANSACTIONS TO YOUR ACCOUNT. This section explains how and when we post transactions to your account. Exceptions may apply. The two basic types of transactions for your account are: (i) credits (deposits) into your account, and (ii) debits (withdrawals or payments) out of your account. We may receive multiple credit and debit transactions on your account in many different forms throughout the day. These practices may change and we reserve the right to pay items in any order we chose as permitted by law.

Some items are received by us individually and others are received in batches. Items that we receive individually, electronically or in person, may be posted to your account immediately upon receipt, in the order received. (Items received by mail are not processed on weekends or holidays, and may be processed in random order.) Items that we often receive individually include ATM withdrawals and over-the-counter teller transactions. Individual debits that we receive electronically are posted 24 hours a day, 7 days a week. Items that we receive by batch are aggregated and processed throughout the day, first by processing all batched credits; then by processing all batched debits, generally from low to high dollar value. Examples of items that we often receive in batches include checks drawn on your account presented by other financial institutions and ACH transactions. We may receive debits for purchase transactions made with your debit card or ATM card individually or in batches, depending on the merchant. You may contact the Credit Union to confirm whether a debit or deposit has been posted, to determine availability of deposited funds, and to determine your available balance. It is important to understand how we post transactions to your account so that you know how much money you have and how much is available to you at any given time.

Checks, drafts, and other payment items may not be processed in the order that you make them or in the order that we receive them. We may, at our discretion, pay a check, draft, or item, and execute other transactions on your account in any order we choose. In most cases, we will follow the order set forth in this Disclosure. The order in which we process transactions may affect the items that are paid and the total amount of overdraft and returned item fees that may be charged to your account. Please contact us if you have questions about how we pay transactions.

Credits. We reserve the right to refuse any item for deposit into your account. Your available balance may not reflect the most recent deposits to your account. For details on the availability of funds that are deposited, see our "Funds Availability Policy," which is available at any branch or online at www.summitcreditunion.com. ACH credits are posted on the settlement date.

Debits. There are several types of debit (withdrawal) transactions. Common types of debit transactions are described below. Note that there are many ways transactions are presented for payment by merchants, and the Credit Union is not necessarily in control of when transactions are received.

- a. **ACH Debits.** Multiple Automated Clearing House (ACH) transactions are sent to us by the Federal Reserve Bank in a data file (i.e., batched). ACH debits include, for example, automatic bill payments that you have authorized. ACH debits may be arranged by you with a payee (such as your utility company or insurance company), or in person at a Credit Union branch. ACH debits are posted on the settlement date.
- b. **ATM Withdrawals, Teller Withdrawals, Online, Mobile, Telephone and Voice Banking Transfers.** When you make a withdrawal at an ATM or Teller, or an Online, Mobile, Telephone or Voice Banking Transfer, it is processed individually and deducted from your account immediately.
- c. **Checks.** When you write a check, the check may be processed through a clearing unit, such as a Federal Reserve Bank, which sends us multiple checks in a clearing file or batch. Checks you write on your account that are cashed at any of our branches are processed individually and may be deducted from your account immediately.
- d. **PIN-Based Purchase Transactions.** A Personal Identification Number (PIN)-based purchase transaction occurs when your debit card is used to make a purchase and the merchant processes the transaction through a PIN debit network. (A purchase transaction may be a PIN-based transaction even if the merchant does not require you to enter your PIN.) A PIN-based purchase transaction is similar to an ATM withdrawal because money is typically deducted from your account immediately at the time of the transaction.
- e. **Signature-Based Purchase Transactions.** A signature-based purchase transaction occurs when your debit card is used to make a purchase and the merchant processes the transaction through a signature-based network, such as Visa. The merchant may require you to sign for the purchase instead of entering a PIN. (In some situations, the merchant may not require a signature, such as for an internet purchase or for a purchase below a certain dollar amount.) Signature-based purchase transactions may be processed individually or batched, depending on the merchant.

PRE-AUTHORIZATION COMMITMENTS. A merchant may seek pre-authorization to guarantee that it will be paid for

a purchase transaction made with a debit card. When this happens we generally reduce your available balance by the amount of the pre-authorization commitment. We reduce your available balance as we receive (and accept) the pre-authorization request, but your current balance is not affected until the transaction is processed by the merchant and submitted to us for payment. This can happen instantly or sometimes days after the transaction, depending on the merchant. These payment requests generally are received in real time throughout the day and are immediately posted to your account.

Please note: The amount of a pre-authorization commitment may differ from the actual payment because the final transaction amount may not be known to the merchant when the merchant submits a pre-authorization request. For example, a restaurant may request a pre-authorization commitment on your account for the amount of your bill, but when the transaction posts it may be for an amount that includes a tip that you authorized. A difference in amount may also happen when you use your debit card at gas stations, hotels, car rental companies, and other establishments. We cannot control how much a merchant asks us to pre-authorize, or how long a merchant takes to submit a transaction for payment.

RETURNED ITEM FEES. If a check or ACH transaction is presented for payment and your current balance less deposit holds is not sufficient to cover it, then we may, at our election, return the item rather than pay it. If we return an item, then we will assess a returned item fee. If an item is presented for payment again, after it is rejected, then we may reject it again and charge another returned item fee. You may be charged more than one returned item fee if multiple transactions are submitted for payment and returned, or the same transaction is submitted multiple times.

OTHER OVERDRAFT PROTECTION PROGRAMS. If we have approved an overdraft protection program for your share draft/checking account, we may honor debit transactions when your current balance less any deposit holds is insufficient by transferring funds from another account or an overdraft protection line of credit, as you have directed, or as required under the Credit Union's overdraft policy. Funds transferred from your savings account or Money Market Account are subject to the transaction limitations described in the Truth in Savings Disclosure. We will charge you an Overdraft Transfer Fee only if the funds transferred are sufficient to cover the overdraft. The fee for overdraft transfers, if any, is set forth in the Fee Schedule. Contact the Credit Union to enroll in the Overdraft Protection Program.

MINIMIZING FEES. The best way to know the amount of available balance you have and to avoid paying overdraft or returned item fees is to record and track all of your transactions closely, including pre-authorization commitments, outstanding checks, ACH debits, internet bill payments, online and mobile banking transfers, Telephone Teller transactions, restrictions on deposits (or returned deposits), levies, garnishments and other items that reduce your available balance. When in doubt as to the amount of a pre-authorization commitment, we suggest you ask the merchant what its policy is, and how long it takes for the transaction to be submitted for payment.

b. Dishonored Items. We may redeposit an item taken for deposit, cash or other value, or we may return the item to you and charge your account. If your account does not contain a sufficient available funds to reimburse us for the amount of the item, you must repay us for the amount we are unable to collect from your account. If we choose to redeposit an item, we are not required to notify you that the item was returned unpaid. We may charge your account and/or seek recovery directly from you for any item that is returned due to your breach of warranty under the Uniform Commercial Code as adopted in the state where our main office is located.

10. CHECKS OR DRAFTS PRESENTED FOR PAYMENT IN PERSON - We may refuse to accept any check or 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 we shall have no liability for refusing payment. If we agree to cash a check or draft that is presented for payment in person, we may require the presenter to pay a fee. Any applicable fees for cashing checks or drafts are stated in our business account fee schedule.

11. POSTDATED AND STALEDATED CHECKS OR DRAFTS - You agree not to draw or issue any check or draft that is postdated. If you draw or issue a check or draft that is payable on a future date, we will have no liability if we pay the check or draft before its payment date. You agree not to deposit checks, drafts, or other items before they are properly payable. We are under no obligation to pay a check or draft drawn on your account that is presented more than six months after the date it was written; however, if the check or draft is paid against your account, we will have no liability for such payment.

12. FOREIGN CURRENCY - All checks or drafts drawn on your account shall be payable in currency of the United States. You agree not to draw a check or draft that is payable in any foreign currency. If you give us an order to pay a check or draft in a foreign currency, we have the right to return the check or draft unpaid. However, if we pay the check or draft, we will not be responsible for the currency conversion or any fees assessed for collection, and you will be bound by our determination of the currency conversion rate, the data used and the manner in which we make the conversion.

13. STOP PAYMENT ORDERS

a. Stop Payment Order Request. Any Authorized Person may request a stop payment order on any check or draft drawn on your account. To be binding, the order must accurately describe the check or draft, including the exact account number, check or draft number, and amount of the check or draft. This exact information is necessary for the Credit Union to identify the check or draft. If we receive incorrect or incomplete information, we will not be responsible

for failing to stop payment on the check or draft. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it. If we recredit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the check or draft, and to assist us in any legal action.

For accounts held at credit unions located in the state of New York: Payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us may be stopped only according to the provisions of Section 4-403 of the Uniform Commercial Code as enacted by the state of New York. **For accounts held at credit unions located in states other than New York:** You may not stop payment on any certified check, cashier's check, teller's check or any other check, draft or payment guaranteed by us.

b. Duration of Order. You may make an oral stop payment order which will lapse within 14 calendar days unless you confirm it in writing, or in a record if allowed by applicable law, within that time. A written stop payment order is effective for six months and may be renewed from time to time in writing, or in a record if allowed by applicable law. We do not have to notify you when a stop payment order expires. **For accounts held at credit unions located in the states of Florida and Texas:** We have the right to refuse to accept oral stop payment orders and may require that all stop payment orders be made in writing or in a record as allowed by applicable law.

c. Liability. Fees for stop payment orders are set forth on our business account fee schedule. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You have the burden of establishing the fact and amount of loss resulting from the payment of an item contrary to a binding stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees and all damages or claims related to our refusal to pay an item, as well as claims of the Account Owner or of any payee or indorsee for failing to stop payment of an item as a result of incorrect information provided by you.

14. CREDIT UNION LIABILITY - If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law or elsewhere in this Agreement. We will not be liable if, for example: (1) your account contains insufficient available balance for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; (4) your account funds are subject to legal process or other claim; or (5) we prevent or delay a transaction because we reasonably suspect that the transaction is fraudulent. We are not liable if checks, drafts or other items were forged or altered so that the forgery or alteration could not be reasonably detected. We will not be liable for consequential damages, except liability for wrongful dishonor. We are not responsible for a check or draft that is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, federal reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.

15. UNAUTHORIZED USE OF CHECK OR DRAFT WRITING AND FACSIMILE SIGNATURE EQUIPMENT - You are responsible for maintaining the security of all facsimile signatures, check or draft writing equipment and supplies. You must promptly notify us in writing of the loss or theft of any checks or drafts or the unauthorized use of facsimile signature equipment, as well as the circumstances surrounding the loss, theft or unauthorized use. We are not liable for any unauthorized use of a facsimile signature.

16. PLEDGE OF SHARES, RIGHT OF OFFSET AND STATUTORY LIEN - Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account(s) for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. You agree we have the right to offset funds in any of your accounts against any obligation owed to us. Federal or state law, depending on whether we have a federal or state charter, gives us a lien on all shares and dividends and all deposits and interest, if any, in the account(s) you have with us now and in the future. Except as limited by state or federal law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you.

Your pledge and our statutory lien rights will allow us to apply the funds in your account(s) to what you owe when you are in default, except as limited by state or federal law. If we do not apply or offset the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply or offset the funds in your account(s) to the amount you owe us at a later time. The statutory lien and your pledge does not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security. By not enforcing our right to apply or offset funds in your account(s) to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

17. TRANSFER OF ACCOUNT - All accounts are nonassignable and nontransferable to third parties except by us.

18. LEGAL PROCESS - If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved, as permitted by law. Any expenses or attorney's fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

19. ACCOUNT INFORMATION - Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure is made to comply with the law or an order issued by a court or government agency; (4) you give us written permission; or (5) as otherwise permitted by applicable law. We may provide information to credit bureaus about an insolvency, delinquency, late payment or default on your account to include in your credit report.

20. NOTICES

a. Name or Address Changes. You are responsible for promptly notifying us of any address or name change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. If we attempt to locate you, we may impose a service fee as set forth on our business account fee schedule.

b. Notice of Amendments. Except as prohibited by applicable law, we may amend this Agreement by adding, removing, or changing terms at any time. We will notify you of any change in terms, rates, or fees as required by law. We will notify you of any new terms or new fees as required by law. We will notify you of the removal of any terms as required by law. We reserve the right to waive any terms of this Agreement. Any such waiver shall not affect our right to future enforcement.

c. Effect of Notice. Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is provided electronically or is deposited in the U.S. mail, postage prepaid and addressed to you at your statement mailing address, and will be effective whether or not received by you.

d. Electronic Notices. If you have agreed to receive notices electronically, we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.

21. TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING - You agree that we may withhold taxes from any dividends or interest earned on your account as required by federal, state or local law or regulations. Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN within a reasonable time, we may suspend opening your account or close your account and return the balance to you, less any applicable service fees.

22. STATEMENTS

a. Contents. If we provide a periodic statement for your account, you will receive a statement that shows the transactions and activity on your account during the statement period. For share draft or checking accounts, you understand and agree that your original check or draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies may be retained by us or payable through financial institutions and made available upon your request. You understand and agree that statements are made available to you on the date they are mailed to you or, if you have requested, on the date they are made available to you electronically. You also understand and agree that checks, drafts or copies thereof are made available to you on the date the statement is mailed to you or is provided to you electronically, even if the checks or drafts do not accompany the statement.

b. Unauthorized Activity. You are responsible for actively monitoring and protecting your account against theft and fraud. This includes regularly monitoring your accounts through your monthly statements and digital banking. You should review account activity every day. If you suspect any unauthorized transactions on your account, notify us immediately. You are responsible for promptly examining each statement upon receiving it and promptly reporting any irregularities to us. If you fail to do so, you are at risk for incurring a portion of or the entire loss.

- **Examination Responsibility.** You must examine your account statement and report any unauthorized signatures, alterations, other unauthorized transactions or errors, along with the relevant facts surrounding the same (see "Claim of Loss" below) within the time period as hereinafter set forth. Even if timely reported, you may have to bear the loss or share the loss with us if, for example, your lack of ordinary care substantially contributed to the loss. The time you have to examine your account statement and report to us will depend on the circumstances but will not, in any circumstance, exceed a total of 14 days from when the account statement is first sent or made available to you. If you fail to report any unauthorized signatures, alterations, other unauthorized transactions or errors in your account within 14 days of when we first send or make the account statement available, you cannot assert a claim against us on any items in that account statement, and the loss will be entirely yours. You also lose any claim

against us on any later item paid after the 14-day period but before we receive your notice if the item was signed, altered or initiated by the same unauthorized party. This 14-day limitation is without regard to whether we used ordinary care and applies regardless of whether you actually received the statement. If you are not receiving your statement, it is your obligation to notify us. For certain unauthorized electronic transactions posted to your account, you shall have no more than 24 hours after the item was posted to notify us to return the item as unauthorized or else bear the risk of the entire loss. We offer a variety of fraud detection and security products. Such products often reduce the likelihood that certain types of unauthorized items will be paid out of your account and reduce the likelihood of your bearing losses from such unauthorized activity. If you fail to enroll in such products, you agree to assume liability for any loss which could have been prevented by your enrollment.

- **Unauthorized Endorsement.** If you are notified concerning an alleged unauthorized or forged endorsement on an item drawn on your account, or that the payee did not otherwise receive the funds represented by said item, you agree to notify us immediately. If you fail to notify us within 14 days of your receiving such notice and such failure results in our inability to recover on the item, we will not be liable to you. We will not be obligated to reimburse anyone for the item or credit your account until our investigation is concluded and we have determined such reimbursement or credit is appropriate. If appropriate, we may require the payee to pursue recovery directly against the depository bank. If you reimburse the payee prior to the conclusion of our investigation and we determine that you were not legally obligated to do so, we will not be liable to you for the item.
- **Claim of Loss.** You must notify us immediately whenever you become aware that any of your checks are lost or stolen or of any unauthorized use of your account. If you fail to immediately notify us of such situations, it could prejudice our ability to prevent a loss, which may result in your being solely liable for the loss. If you claim a credit or refund because of forgery, alteration or any unauthorized activity, you must cooperate with us in the investigation of the loss, including giving us an affidavit containing statements that will enable us to pursue legal prosecution to prevent or recover any loss. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. You must pursue all rights you may have under any insurance coverage you maintain and provide us with all reasonable information about your coverage, including the name of your insurance carrier, policy number, policy limits and applicable deductibles. Our liability is reduced by the amount of all insurance proceeds you receive or are entitled to receive. At our request, you agree to assign to us your rights under your insurance policy. We may require that you notify law enforcement authorities and aid in the investigation and prosecution of any criminal act related to your account. We may deny a claim of monetary loss due to forged, altered or unauthorized checks or transactions if you did not maintain proper control over your account. We may also require a bond of indemnity in an amount satisfactory to us against all claims and expenses we may incur.

c. Notice to the Credit Union. You agree that the Credit Union's retention of checks or drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes, and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notifying us of any errors.

If timely notice is given, we reserve the right to make a final reasonable determination regarding whether and in what amount any adjustment shall be made. If you fail to receive a periodic statement, you agree to notify us within 14 days of the time you regularly receive a statement.

d. Address. If we mail you a statement, we will send it to the last known address shown in our records. If you have requested that we send your statement electronically, we will send it to the last e-mail address shown in our records.

23. CONSENT TO CONTACT - By signing or otherwise authenticating the Business Account Card, the Authorized Person(s) agree(s) we and/or our third-party providers, including debt collectors, may contact the Authorized Person(s) by telephone or text message at any telephone number associated with the account, including wireless telephone numbers (i.e. cell phone numbers) which could result in charges to Authorized Person(s), in order to service the account or collect any amounts owed to us. The Authorized Person(s) further agree(s) methods of contact may include use of pre-recorded or artificial voice messages, and/or use of an automatic dialing device. The Authorized Person(s) may withdraw the consent provided herein by contacting us at any time using any reasonable means. If the Authorized Person(s) has provided a wireless telephone number(s) on or in connection with any account, the Authorized Person(s) represents and agrees they are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and has the authority to give this consent. Furthermore, the Authorized Person(s) agrees to notify us of any change to the wireless telephone number(s) which they have provided to us.

In order to help mitigate harm to the Authorized Person(s) and the account, we may contact the Authorized Person(s) on any telephone number associated with the account, including a wireless telephone number (i.e. cell phone

number), to deliver any messages related to suspected or actual fraudulent activity on the account, data security breaches or identity theft following a data breach, money transfers or any other exigent messages permitted by applicable law. These contacts will not contain any telemarketing, cross-marketing, solicitation, advertising, or debt collection message of any kind. The contacts will be concise and limited in frequency as required by law. The Authorized Person(s) will have an opportunity to opt-out of such communications at the time of delivery.

24. INACTIVE ACCOUNTS - As allowed by applicable law, we may classify your account as inactive or dormant and assess a fee if you have not made any transactions in your account over a specified period of time. The period of inactivity, the fee for servicing an inactive or dormant account, and the minimum balance required to avoid the service fee, if any, are set forth in our business account fee schedule. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer all funds in an inactive or dormant account to an account payable or reserve account and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will then be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds. If you choose to reclaim such funds, you must apply to the appropriate state agency.

25. TERMINATION OF ACCOUNT - We may terminate your account at any time without prior notice to you or may require you to close your account and apply for a new account. We are not responsible for payment of any check, draft, transfer or item after your account is terminated; however, if we pay a check, draft, transfer or other item after termination, you agree to reimburse us for the amount of our payment as well as any applicable fees.

You may terminate this Agreement by closing all of your accounts. If your account is a dividend or interest-bearing account, any deposit or part of a deposit that we have returned or attempted to return to you upon termination of your account will no longer bear dividends or interest, as applicable. When the account is closed, you will receive the balance remaining in the account after we have made all appropriate deductions and charges. The termination of this Agreement and the account does not release you from the obligation for payment of accrued fees or your liability for any checks or drafts in process.

26. TERMINATION OF MEMBERSHIP; LIMITATION OF SERVICES - You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all of your accounts. You may be expelled from membership for any reason allowed by applicable law. We may restrict account access and services without notice to you when your account is being misused; you have demonstrated conduct which is abusive in nature; as outlined in any policy we have adopted regarding restricting services; or as otherwise permitted by law.

27. DEATH OR INCOMPETENCE - If an account is held in the name of an individual person or a business that is organized as a sole proprietorship, we may honor all transfer orders, withdrawals, deposits and other transactions on the account until we know of the Account Owner's death or adjudication of incompetence. Even with such knowledge, we may continue to pay checks or drafts drawn on the deceased Account Owner's account for a period of ten days after the Account Owner's death unless we receive instructions from any person claiming an interest in the account to stop payment on the checks or drafts. We may require anyone claiming funds from a deceased Account Owner's account to indemnify us for any losses we sustain if we honor that claim. This Agreement will be binding upon any heirs or legal representatives of any Account Owner that is an individual or business organized as a sole proprietorship.

28. UNLAWFUL INTERNET GAMBLING AND OTHER ILLEGAL ACTIVITIES - You agree that you are not engaged in unlawful internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful internet gambling or other illegal activities.

29. WAIVER OF RIGHTS - We reserve the right to waive or delay the enforcement of any provision of this Agreement with respect to any transaction or series of transactions. A waiver or delay of our rights at any time shall not be deemed to be a waiver of any other rights or a waiver of the same rights at a future time.

30. SEVERABILITY - If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of this Agreement.

31. ENFORCEMENT - You are liable to us for any loss, cost or expense we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

32. GOVERNING LAW - This Agreement is governed by the following, as amended from time to time: the Credit Union's bylaws; local clearinghouse and other payment system rules; federal laws and regulations, including applicable principles of contract law; and the laws and regulations of the state of Wisconsin.

33. WAIVER OF TRIAL BY JURY AND AGREEMENT AS TO LOCATION OF LEGAL PROCEEDINGS - As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county of the Credit Union office where you opened your account. You and we agree to waive any right to trial by jury in any legal proceeding or lawsuit involving the account.

34. NEGATIVE INFORMATION NOTICE - We may report information about your loan and deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

35. MONITORING AND RECORDING COMMUNICATIONS - We may monitor and record communications between you and us, including telephone conversations, electronic messages, electronic records, or other data transmissions that affect your accounts or other products and services. Except as otherwise provided by applicable law, you agree we may monitor and record such communications without your approval or further notice to you.

36. ELECTRONIC RECORDS AND SIGNATURES – Any references to “signatures” herein shall include “Electronic Signatures” as set forth in this paragraph. This Agreement and any documents referenced or described herein (collectively, the “Documents”) may be in the form of an Electronic Record, to the extent permitted by law, and may, to the extent permitted by law, be executed using Electronic Signatures, including, without limitation, facsimile and/or .pdf or by DocuSign or an equivalent software. You agree that, to the extent permitted by law, any Electronic Signature (including, without limitation, DocuSign, facsimile or .pdf) on Documents shall be valid and binding on you to the same extent as a manual, “wet ink” original signature, and that any Document entered into by Electronic Signature, will constitute the legal, valid and binding obligation of you enforceable against you in accordance with the terms hereof to the same extent as if a manually executed, “wet ink” original signature was delivered to the Credit Union. This Agreement and, to the extent permitted by law, any Documents may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same agreement or document. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Credit Union of a manually signed paper Document which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Document converted into another format, for transmission, delivery and/or retention. The Credit Union may, at its option, create one or more copies of any Document in the form of an imaged Electronic Record (“Electronic Copy”), which shall be deemed created in the ordinary course of the Credit Union’s business, and destroy the original paper document. All Documents in the form of an Electronic Record, including an Electronic Copy, shall be considered an original for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. Notwithstanding anything contained herein to the contrary, the Credit Union is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Credit Union pursuant to procedures approved by it; provided, further, without limiting the foregoing, (a) to the extent the Credit Union has agreed to accept such Electronic Signature, the Credit Union shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of you without further verification and (b) upon the request of the Credit Union any Electronic Signature shall be promptly followed by a manually executed, original counterpart. For purposes hereof, “Electronic Record” and “Electronic Signature” shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

BUSINESS DEBIT CARD AND ELECTRONIC FUNDS TRANSFER AGREEMENT Business Member Accounts

A. AGREEMENT SCOPE

This Business Debit Card and Electronic Funds Transfer (“EFT”) Agreement (“Agreement”) is the contract which covers your and our rights and responsibilities concerning the use of the Visa® Debit Card (“the Card” or “Visa® Card” or “Visa® Debit Card”) and other electronic funds transfer (EFT) services offered to you by Summit Credit Union (“Credit Union”). In this Agreement, the words **you, your, and yours** mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words **we, us, and our** mean the Credit Union. The word **account** means any one (1) or more savings and checking accounts you have with the Credit Union. Electronic funds transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application or account card for EFT services, signing your Card, or using any service, you agree to the terms and conditions in this Agreement and any amendments for the EFT services offered. Furthermore, electronic funds transfers that meet the definition of remittance transfers are governed by 12 C.F.R. part 1005, subpart 6—Requirements for remittance transfers, and consequently, terms of this agreement may vary for those types of transactions.

The terms and conditions of this Agreement are in addition to the terms and conditions of the Business Membership and Account Agreement provided to you at account opening (“Business Membership Agreement”) and incorporated herein by reference and the Business Account Card you signed when opening your Credit Union accounts. By use of the Card, you consent to be bound by the terms of this Agreement and be responsible for all uses of any Card, Card number or Personal Identification Number (“PIN”) issued hereunder. In the event of a conflict between this Agreement and the Business Membership Agreement or any other agreement between you and us, this Agreement will control with respect to transactions made with any Card, Card number and/or PIN.

B. VISA® DEBIT CARD.

1. General Terms.

① **Business Account.** The Card may only be used to access the business checking or savings account(s) that you designate. You must select a business checking account to be your primary account (“Account”) from which the total amount of purchases made with any Card will be debited. If you fail to select a primary account, we reserve the right to assign one of your accounts as your primary account. You may add, delete, or change your primary account and other designated accounts in writing. The Card may not be used to access any personal accounts even if you are a sole proprietor. If the Account is closed for any reason, this Agreement will be terminated.

② **Business Purpose.** By using the Card(s), you agree and warrant to us that all Cards issued by us to any Cardholder shall be used solely for business or commercial purposes and that no consumer use of any Card will be permitted under any circumstances. You further agree that any consumer or personal use of any Card shall be immediate grounds for termination of this Agreement. You acknowledge and agree that any Card issued under this Agreement will not be treated as a “consumer access device” nor be treated as a consumer card under the provisions of the Electronic Funds Transfer Act or any other State or Federal Law.

2. Use of Card.

If approved, you may use your Visa® Card, or any access device, to purchase goods and services from participating merchants. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your Card, or any access device, for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your Card and any access device purchases will be deducted from your checking account.

For debit card transactions and other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. Fees for overdrafts are shown in the Schedule of Fees and Charges. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your Card and personal identification number (PIN) in ATMs of the Credit Union, NYCE, Cirrus®, Visa, networks, and such other machines or facilities as the Credit Union may designate. In addition, you may use your Card, or any access device, without a PIN for certain transactions on the Visa network. However, provisions of this Agreement relating to Visa debit transactions, such as additional limits on your liability and streamlined error resolution procedures, do

not apply to transactions processed through non-Visa networks. To initiate a Visa debit transaction, you may sign a receipt, provide a Card number, or swipe or insert your Card, at a point-of-sale (POS) terminal and choose to route the transaction over a Visa network.

3. **Card Transactions.** At the present time, you may also use your Card, or any access device, to:
 - Withdraw funds from your savings and checking accounts.
 - Transfer funds from your savings and checking accounts.
 - Obtain balance information for your savings and checking accounts.
 - Make point-of-sale (POS) transactions with your Card, or any access device, and personal identification number (PIN) to purchase goods or services at merchants that accept Visa.
 - Order goods or services by mail or telephone from places that accept Visa.
4. **Card Limitations.** The following limitations on Visa® Debit Card transactions may apply:
 - You may make 20 Visa® Debit Card purchases or purchase up to a maximum of \$7,500 per day, if there are sufficient funds in your account.
 - You may make 5 cash withdrawals or up to a maximum of \$500 from an ATM machine per day, if there are sufficient funds in your account.
 - You may make 20 POS transactions or purchase up to a maximum of \$5,000 from POS terminals per day, if there are sufficient funds in your account.
 - For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
 - You may transfer up to the available balance in your accounts at the time of the transfer.
5. **Card Information Updates and Authorizations.** If you have authorized a merchant to bill charges to your Card on a recurring basis, it is your responsibility to notify the merchant in the event your Card is replaced, your Card information (such as card number and expiration date) changes, or the account associated with your Card is closed. However, if your Card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the Card. You authorize us to apply such recurring charges to the Card until you notify us that you have revoked authorization for the charges to your Card.

Your Card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us.

C. OTHER EFT SERVICES.

In addition to the Visa® Debit Card EFT service, you may apply to receive any of the services set forth in this paragraph. The Credit Union reserves the right to change the terms and conditions that govern these services upon reasonable notice.

1. **Teller Phone.** If we approve Teller Phone for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts. At the present time, you may use Teller Phone to:
 - Withdraw funds by check from your savings, checking, money market, and Secondary Savings accounts.
 - Transfer funds from your savings, checking, money market, and Secondary Savings accounts.
 - Obtain balance information from your savings, checking, money market, certificate, and Secondary Savings accounts. Make loan payments from your savings, checking, money market, and Secondary Savings accounts. Access your Line of Credit account.
 - Determine if a particular item has cleared.
 - Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts. Verify the last date and amount of your payroll deposit.

Your accounts can be accessed under Teller Phone via a touch-tone telephone only. We will use reasonable efforts to make the Teller Phone service available for your convenience 24 hours per day; however, you acknowledge that the Teller Phone service may be unavailable for an unknown period of time if the system is not functioning properly or the Teller Phone service may be interrupted for a reasonable period of time each day for data processing. We are not responsible for any losses or injury that you may experience as a result of the unavailability of the Teller Phone service.

There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.

limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account or on reasonable suspicion that a transaction is fraudulent. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds or which we reasonably suspect is fraudulent. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each telephone call.

2. **Voice Banking.** If we approve Voice Banking for your accounts (not available for Cash Management accounts), a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) to access your accounts. At the present time, you may use Voice Banking to:

- (i) Transfer funds between your savings, checking, money market, and Secondary Savings accounts.
- (ii) Obtain balance information for your savings, checking, money market, certificate, and Secondary Savings accounts.
- (iii) Obtain balance information for your loan accounts (except mortgage loans, student loans, and credit cards).
- (iv) Make loan payments from your savings, checking, money market, and Secondary Savings accounts. (except no payments to mortgage loans, student loans, and credit cards)
- (v) Obtain loan payment amount due, loan payment due date, and loan payment amount (except mortgage loans, student loans and credit cards).
- (vi) Obtain transaction history.
- (vii) Obtain information about the Credit Union:
 - Name
 - Phone number
 - Mailing address
 - Street address
 - Routing number
 - Hours
 - Year founded
 - CEO name

Your accounts can be accessed under Voice Banking via Amazon Alexa only. We will use reasonable efforts to make the Voice Banking service available for your convenience 24 hours per day; however, you acknowledge that the Voice Banking service may be unavailable for an unknown period of time if the system is not functioning properly or the Voice Banking service may be interrupted for a reasonable period of time each day for data processing. We are not responsible for any losses or injury that you may experience as a result of the unavailability of the Voice Banking service. The following limitations on Voice Banking transactions may apply:

There is no limit to the number of inquiries or transfers you may make in any one (1) day.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account, or on our reasonable suspicion that a transaction is fraudulent. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds or which we reasonably suspect is fraudulent. The service will discontinue if no transaction is entered or after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each voice session.

3. **Preauthorized EFTs.**

- (i) **Direct Deposit.** Upon instruction of (i) your employer, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your savings and/or checking account.
- (ii) **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your savings and checking account. See Section 2 for transfer limitations that may apply to these transactions.
- (iii) **Stop Payment Rights.** If you have arranged in advance to make electronic funds transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within 14 days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made. A stop payment request may apply to a single

- (M) transfer, multiple transfers, or all future transfers as directed by you, and will remain in effect unless you withdraw your request or all transfers subject to the request have been returned.
- (V) **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

4. **Electronic Check Conversion/Electronic Returned Check Fees.** If you pay for purchases or bills with a check or draft, you may authorize your check or draft to be converted to an electronic funds transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic funds transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

5. **Online Branch.** If we approve Online Branch for your accounts, we will give you an Online Branch ID and a password you can use once to access your account and set up a new user name and password. At the present time, you may use Online Branch to:

- (I) Withdraw funds by check from your savings, checking, money market, and Secondary Savings accounts.
- (II) Transfer funds from your savings, checking, money market, and Secondary Savings accounts and to third party accounts at SCU.
- (III) Transfer funds to/from your savings, checking, money market and Secondary Savings accounts to your accounts held at another financial institution. (Not available for Cash Management accounts).
- (M) Obtain balance information for your savings, checking, money market, certificate, and Secondary Savings accounts.
- (V) Make loan payments from your savings, checking, money market, and Secondary Savings accounts. Access your Line of Credit accounts.
- (M) Determine if a particular item has cleared.
- (M) Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
- (M) Verify the last date and amount of your payroll deposit.
- (K) Access Bill Payer.

Your accounts can be accessed through Online Branch. We will use reasonable efforts to make the Online Branch service available 24 hours per day via internet enabled personal computing device; however, you acknowledge that the Online Branch service may be unavailable for an unknown period of time if the system is not functioning properly or the Online Branch service may be interrupted for a reasonable period of time each day for data processing. We are not responsible for any losses or injury that you may experience as a result of the unavailability of the Online Branch service. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account or on our reasonable suspicion that a transaction is fraudulent. All checks requested via the Withdraw by Check transaction in Online Branch, are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds or which we reasonably suspect is fraudulent. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access. The following limitations on Online Branch transactions may apply:

- (X) There is no limit to the number of internal inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- (X) Transfers made to/from your accounts held at another financial institution are limited to a maximum of \$2,000 inbound and \$2,000 outbound per day. (Not available for Cash Management accounts).

6. **Mobile Banking.** If Mobile Banking is activated for your account(s) (not available for Cash Management Accounts), you will be required to use secure login information to access the account(s). At the present time, you may use Mobile Banking to:

- (I) Transfer funds from your savings, checking, money market, and Secondary Savings accounts and to third party accounts at SCU.
- (II) Obtain balance information for your savings, checking, loan, money market, certificate, and Secondary Savings accounts.
- (III) Make loan payments from your savings, checking, loan, money market, and Secondary Savings accounts.
- (M) Access your Line of Credit accounts.
- (V) Determine if a particular item has cleared.

- (M) Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
- (M) Verify the last date and amount of your payroll deposit.
- (M) Access Bill Payer.

Your accounts can be accessed through Summit's mobile banking app via mobile phone or other approved access device(s). We will use reasonable efforts to make Mobile Banking available for your convenience 24 hours per day; however, you acknowledge that Mobile Banking may be unavailable for an unknown period of time if the system is not functioning properly or Mobile Banking may be interrupted for a reasonable period of time each day for data processing. We are not responsible for any losses or injury that you may experience as a result of the unavailability of Mobile Banking. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account, or on our reasonable suspicion that a transaction is fraudulent. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds or which we reasonably suspect is fraudulent. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day, however, the Credit Union may limit the number at any time upon reasonable notice.

7. **Bill Payer.** We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize. We will not process any bill payment transfer if the required transaction information is incomplete.

We will withdraw the designated funds from your checking account for bill payment transfer by the designated cutoff time on the date you schedule for payment.

You can pay anyone in the United States that you would normally pay by check or automatic debit.

You cannot use Bill Payer to pay any company or person with an address outside the United States or its territories.

You can use Bill Payer to make state and federal tax payments and court ordered payments; however, such payments are discouraged and must be scheduled at your own risk. We will not process any bill payment transfer if the required transaction information is incomplete.

You can enter a pay date that is the same as the due date on your bill. The pay date is the date when the biller receives your payment. For most bills, we can deliver your payment the next business day. If we send the payment by check, it can take approximately four days for your biller to receive it.

If the payment is sent electronically, the money for the payment is withdrawn from your payment account on the pay date. If the company or person cannot receive electronic payments, Bill Payer prints a check and sends it to the billing address. For some checks, the money for the payment is withdrawn on the pay date. For others, the money is withdrawn when the company or person deposits (or cashes) the check. We cannot guarantee the time that any payment will be credited to your account by the vendor.

The following limitations on Bill Payer transactions may apply:

- ⓪ There is no limit on the number of bill payments per day.
- ⓪ The maximum amount per bill payment is \$30,000.00, if there are sufficient funds in your account.

D. **CONDITIONS OF EFT SERVICES.**

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

2. **Honoring the Card.** Neither we nor merchants authorized to honor the Card, or any access device, will be responsible for the failure or refusal to honor the Card, or any access device, or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

3. **Foreign Visa Transactions.** Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives or

the government-mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

A fee of 1 percent of the amount of the transaction, calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash withdrawals and credits to your account. A foreign transaction is any transaction that you complete, or a merchant completes on your Card, or any access device, outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates.

4. **Security of Access Code.** You may use one (1) or more access codes with your electronic funds transfers. The access codes issued to you are for your security purposes. Any access codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the Card, or any access device. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

5. **Joint Accounts.** If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any savings and checking or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

E. **FEES AND CHARGES.** You agree to pay us the fees and charges set forth in the current Business Schedule of Fees and Charges or that the parties may agree to from time to time related to your use of the Card or electronic funds transfer services. We may change the amount of or conditions to assess fees and charges from time to time without notice, unless notice is required by applicable law.

If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any international, national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

F. **MEMBER LIABILITY.** You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your Card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts.

YOU MUST NOTIFY US AT ONCE if you believe your Card, access device, or access code has been lost or stolen, if you believe someone has used your Card, access device, or access code or otherwise accessed your accounts without your authority, or if you believe that an electronic funds transfer has been made without your permission using information from your check. Calling us at the number below is the best way to notify us and keep your possible losses down. **BUSINESS DEBIT CARD TRANSACTIONS ARE TIED DIRECTLY TO THE FUNDS IN YOUR ACCOUNT AND YOU ARE RESPONSIBLE FOR ANY LOSSES.** You could lose all the money in your account (plus your maximum overdraft line-of-credit). If a transaction was made with your Card, or card number without your permission and was a Visa transaction, you may be liable for the transaction.

If you believe your Card, access device, or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call:

(608) 243-5000
(800) 236-5560
(800) 236-5560 (lost/stolen)

Or write to:

Summit Credit Union
PO Box 8046
Madison, WI 53708-8046

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

G. RIGHT TO RECEIVE DOCUMENTATION.

1. **Periodic Statements.** Transfers and withdrawals made through any debit card transactions, voice banking, mobile banking, audio response transactions, preauthorized EFTs, online/PC transactions, or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

2. **Terminal Receipt.** You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.

3. **Direct Deposit.** If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling (608) 243-5000 or (800) 236-5560. This does not apply to transactions occurring outside the United States.

H. ACCOUNT INFORMATION DISCLOSURE. We will disclose information to third parties about your account or the transfers you make:

1. As necessary to complete transfers;
2. To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
3. If your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
4. To comply with government agency or court orders; or If you give us your written permission.

I. BUSINESS DAYS. Our business days are Monday through Friday, excluding holidays.

J. CREDIT UNION LIABILITY LIMITATION. The Credit Union will not be liable for damages in the event of any of the following:

1. If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.
2. If you used your Card or access code in an incorrect manner.
3. If the ATM where you are making the transfer does not have enough cash.
4. If the ATM was not working properly and you knew about the problem when you started the transaction.
5. If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
6. If the money in your account is subject to legal process or other claim.
7. If funds in your account are pledged as collateral or frozen because of a delinquent loan. If the error was caused by a system of any participating ATM network.
8. If the electronic transfer is not completed as a result of your willful or negligent use of your Card, access code, or any EFT facility for making such transfers.
9. If the telephone or computer equipment you use to conduct audio response, online/PC, or mobile banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
10. If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors. Any other exceptions as established by the Credit Union.
11. If we prevent or delay a transaction because we reasonably suspect that the transaction is fraudulent.

K. NOTICES. All notices from us will be effective when we have mailed them or delivered them to your last known address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. Unless otherwise provided in this Agreement, we reserve the right to change the terms and conditions upon which this service is offered from time to time upon reasonable notice. Use of this service is subject to existing laws governing business accounts and any future changes to those laws.

The following information is a list of safety precautions regarding the use of ATMs and night deposit facilities:

1. Be aware of your surroundings, particularly at night.
2. Consider having someone accompany you when the ATM or night deposit facility is used after dark.
3. Close the entry door of any ATM facility equipped with a door.
4. If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
5. Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
6. If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your Card or deposit envelope, and leave.
7. If you are followed after making a transaction, go to the nearest public area where people are located.
8. Do not write your personal identification number (PIN) or access code on your ATM Card. Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.

L. BILLING ERRORS. Call us at (800) 236-5560 or (608) 243-5000, if you think your account or statement has an error or if you need more information about a transaction listed on your account or the statement. We must hear from you no later than sixty (60) days after we sent the first statement on which the error or problem appeared. We will attempt to answer your questions and correct any errors promptly except as provided below.

If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, and if we verify that an error exists, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within ten (10) business days. If the error you assert is another type of unauthorized electronic funds transfer, we may not be able to correct the error. You will be solely responsible for any losses related to such unauthorized transfer.

M. TERMINATION OF EFT SERVICES. You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your Card and any access code. You must return all cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your Card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

N. FRAUD SHORT MESSAGING SERVICE (SMS)/TEXT MESSAGE/PHONE CALL ALERTS TERMS AND CONDITIONS. As a service to you, the mobile or cellular phone number(s) provided by you to us will receive fraud alerts via text messages and phone calls by an automatic telephone dialing system, auto dialer, and artificial/prerecorded message in connection with your Visa® Debit Card. If you would like to opt-out of this Service, you may do so at any time. Simply call Customer Service at the telephone number listed on the back of your Card and tell a customer service representative that you wish to opt-out of the fraud alerts via text message and phone call or text "STOP" as a reply to any SMS text message you receive as part of the Service.

Unless and until you opt out of this Service, you consent to us and the Processor sending calls and SMS/text messages using an automatic telephone dialing system, auto dialer, and artificial/prerecorded message to any residential land line, cell phone or other wireless device you provide to us, as set forth below.

"Service" means the Debit Card Fraud SMS/Text Message/Phone Call Alert Service covered by the terms and conditions set forth in this section. "Card" as used in this section refers to a Visa® Debit Card issued to you by us. "Processor" means the independent third party that provides debit card transaction processing on behalf of us.

1. **How the Service Works:** The Processor will monitor transaction activity on your Card. If a transaction is inconsistent with your usual activity as to dollar amount, merchant type, geographic location or otherwise, it is possible that Processor may flag the transaction as potentially fraudulent. If a transaction is flagged, and you have

not opted out of the Service and have a wireless carrier that supports this functionality (see the Wireless Carrier Support section below), you may receive a text message to the mobile or cellular phone number(s) you have provided to Summit Credit Union. If a text alert is received, you can send a responsive text message of either "NO" or "YES." A "YES" response indicates that the transaction is not fraudulent and is authorized by you. A "NO" response indicates that the transaction is fraudulent, in which case, transactions may be blocked, and you may be directed to contact us. If a response is not received within 15 minutes, a second text message will be sent. If a response is not received within 15 minutes of the second text message, a telephone call will be made to the mobile or cellular phone number provided to us and the Card will be suspended until the messages are responded to. If a mobile phone number is not on file with us, the Processor will attempt to call other phone numbers on file with Summit Credit Union. If contact is not made with you, the Card may be suspended. These calls and texts will be sent using an automatic telephone dialing system, auto dialer, and artificial/prerecorded message.

2 Disclaimer of Warranties: WE AND THE PROCESSOR PROVIDE THE SERVICE AS IS, WITH ALL FAULTS. THERE IS NO GUARANTEE THAT ANY TRANSACTION WILL OR WILL NOT BE FLAGGED AS POTENTIALLY FRAUDULENT. THERE IS NO GUARANTEE THAT FLAGGING OF A TRANSACTION AS POTENTIALLY FRAUDULENT WILL RESULT IN TRANSMISSION OF A TEXT MESSAGE TO YOU. THERE IS NO GUARANTEE THAT YOUR REPLY TO A TEXT MESSAGE WILL RESULT IN TRANSACTION BLOCKING OR OTHER ACTION BY US OR THE PROCESSOR. NEITHER WE NOR PROCESSOR WILL HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY AS A RESULT OF THE SERVICE'S PERFORMANCE OR FAILURE TO PERFORM. YOU ACKNOWLEDGE THAT TEXT MESSAGES ARE SENT OVER VARIOUS THIRD-PARTY NETWORKS AND SYSTEMS AND THE SECURITY OF INFORMATION SO TRANSMITTED CANNOT BE GUARANTEED.

3 Your Responsibilities:

- (i) To provide the Service, we or Processor will use phone number(s) (including mobile or cellular numbers) provided by you to us at any time. You must notify us of any changes to a phone number you have previously given us.
- (ii) You agree to defend, indemnify and hold us and the Processor harmless from any claim, damages, losses, liability or expense arising out of or related to your use of the Service or your text message service, or your agreement with your wireless carrier.
- (iii) You will not use the Service to transmit any computer programming routine, signal or impulse intended to damage, destroy, disable, interfere with or misappropriate any system or information.
- (iv) You will not use the Service to transmit any message that, whether due to content, recipients or otherwise, is illegal, indecent, harassing, defamatory, abusive, threatening or potentially harmful to our reputation or the reputation of the Processor, violates the intellectual property or privacy rights of others, or violates contractual obligations to which you are subject.
- (v) You are solely responsible for any text message fees imposed by your wireless carrier.
- (vi) Using the Service in no way alters your responsibility for monitoring account activity, reviewing periodic statements provided by us and reporting to us any activity that you suspect to be unauthorized, fraudulent, or otherwise erroneous.

4 Terms of Cardholder Agreements with Us Not Altered: The Terms and Conditions of this Service will not affect any term of any debit card agreement that you have with us.

5 Fees: Neither we nor Processor impose any fees on you for use of the Service. Your wireless carrier may charge fees for receiving and sending text messages.

6 Termination: You can opt out of the Service for any card at any time by texting "STOP" as a reply to any SMS text you receive as part of the Service or by calling Customer Service at the telephone number listed on the back of your card. We may suspend or terminate offering Service, or your use of the Service, at any time without notice and without cause.

7 Changes in Terms: These Terms and Conditions may be amended upon legally required notice to you. Changes may include additions to, deletions from, or alterations of, these Terms and Conditions.

8 Voluntary Nature of the Service: You may elect at any time to opt out of the Service and it will not affect either our decision to issue a card to you or the terms (including, but not limited to, transaction limits and fees) on which cards are offered to you.

9 Miscellaneous: Delays by us in exercising our rights will not waive them. To the extent permitted by law, the prevailing party in any legal or equitable action arising out of these Terms and Conditions will recover reasonable attorneys' fees and costs in addition to any other remedy the court finds proper. These Terms and Conditions shall be given their clear and reasonable meaning and not interpreted in favor of any party. Your failure to

opt out of the Service constitutes your acknowledgement and agreement that you have received, read, understood and intend to be bound by these Terms and Conditions.

10. **Wireless Carrier Support:** The following wireless carriers are currently known to be supported by Summit Credit Union's third-party Processor for SMS/Text alerts: AT&T, BOOST, SPRINT, T-Mobile, US Cellular, Verizon-Wireless, Virgin Mobile, and C SPIRE. This list of carriers may change without advance notice. If your carrier is not supported, you will receive a voice recording of potential fraud alerts instead of a text message.

11. **Fraud Alerts Program Overview:** Messaging frequency depends on account activity. If you require assistance after receiving a text alert regarding unusual activity, reply HELP from your mobile device or call the number on the back of your card. To cancel fraud text messaging services at any time, reply STOP to any alert from your mobile device or call the number on the back of your Card. For Fraud Alerts support, call the number on the back of your card. By giving us your mobile or cellular phone number, you agree that Fraud Alerts text messaging is authorized to notify you of suspected incidents of financial or identity fraud. HELP instructions: Text HELP from your mobile device or call the number on the back of your Card. STOP instructions: Text STOP from your mobile device to cancel or call the number on the back of your Card. Release of Liability: Alerts sent via SMS may not be delivered to you if your wireless phone is not in the range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within coverage, factors beyond the control of any carrier may interfere with messages delivery for which the carrier is not responsible. No carrier will guarantee that alerts will be delivered.

Summit Credit Union

PO Box 8046

Madison, WI 53708-8046

<https://www.summitcreditunion.com/>

(608) 243-5000

(800) 236-5560

<https://www.summitcreditunion.com/privacy-security-accessibility>

O. GOVERNING LAW. This Agreement is governed by the laws of the State of Wisconsin and applicable federal law. As permitted by applicable law, you agree that any claim regarding this Agreement shall be brought in the county in which the Credit Union is located. **THE OBLIGATIONS AND RELATED CLAIMS OF THE PARTIES TO THIS AGREEMENT ARE SUBJECT TO AN ARBITRATION AGREEMENT, WAIVER OF CLASS ACTION AND WAIVER OF JURY TRIAL. THE MOST RECENT ARBITRATION AGREEMENT, WAIVER OF CLASS ACTION AND WAIVER OF JURY TRIAL APPROVED BY THE COMPANY AND THE CREDIT UNION ("Arbitration Agreement and Waiver") SHALL CONTROL.** In the event of any inconsistency between this Agreement and the Arbitration Agreement and Waiver, the Arbitration Agreement and Waiver shall control. The terms of the Arbitration Agreement and Waiver are hereby incorporated by reference herein as if they were stated in this Agreement.

P. ENFORCEMENT. You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

Q. WAIVER OF TRIAL BY JURY AND AGREEMENT AS TO LOCATION OF LEGAL PROCEEDINGS - As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county of the Credit Union office where you opened your account. You and we agree to waive any right to trial by jury in any legal proceeding or lawsuit involving the account.

R. WAIVER OF CLASS ACTIONS. The terms "Claim" or "Claims" refer to any disputes, controversies, claims, counterclaims, allegations of liability, theories of damage, or defenses between Summit Credit Union., its subsidiaries and affiliates, on the one hand, and the other parties to this Agreement, on the other hand (all of the foregoing each being referred to as a "Party" and collectively as the "Parties"). Whether in state court, federal court, or any other venue, jurisdiction, or before any tribunal, the Parties agree that all aspects of litigation and trial of any Claim will take place without resort to any form of class or representative action. Thus the Parties may only bring Claims against each other in an individual capacity and waive any right they may have to do so as a class representative or a class member in a class or representative action. **THIS CLASS ACTION WAIVER PRECLUDES ANY PARTY FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION REGARDING A CLAIM.**

S. ELECTRONIC RECORDS AND SIGNATURES. This Agreement may be in the form of an Electronic Record and may be executed using Electronic Signatures, including, without limitation, facsimile and/or .pdf or by DocuSign or an equivalent software or any other electronic symbol or process attached to or logically associate with a record and adopted by a person with the intent to execute and approve the record. The Borrower agrees that any Electronic

Signature (including, without limitation, DocuSign, facsimile or .pdf) on this Agreement shall be valid and binding on the Company to the same extent as a manual, "wet ink" original signature, and that any Agreement entered into by Electronic Signature, will constitute the legal, valid and binding obligation of the Company enforceable against the Company in accordance with the terms hereof to the same extent as if a manually executed, "wet ink" original signature was delivered to the Credit Union. This Agreement may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Agreement. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Credit Union of a manually signed paper Agreement which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Agreement converted into another format, for transmission, delivery and/or retention. The Credit Union may, at its option, create one or more copies of any Agreement in the form of an imaged Electronic Record ("Electronic Copy"), which shall be deemed created in the ordinary course of the Credit Union's business, and destroy the original paper document. All Agreements in the form of an Electronic Record, including an Electronic Copy, shall be considered an original for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. Notwithstanding anything contained herein to the contrary, the Credit Union is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Credit Union pursuant to procedures approved by it; provided, further, without limiting the foregoing, (a) to the extent the Credit Union has agreed to accept such Electronic Signature, the Credit Union shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of any Obligor without further verification and (b) upon the request of the Credit Union any Electronic Signature shall be promptly followed by a manually executed, original counterpart. For purposes of this Agreement, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.