ACCOUNT AGREEMENT

SOUTH CAROLINA FEDERAL CREDIT UNION®

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SOUTH CAROLINA FEDERAL CREDIT UNION

Rev. 9/14

FACTS

WHAT DOES SOUTH CAROLINA FEDERAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: - Social Security number and credit card or other debt - credit history and employment information - payment history and transaction or loss history
How?	All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons South Carolina Federal chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does South Carolina Federal share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or to report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	We don't share

To limit our sharing	- Call 843-797-8300 (**Charleston**) or 800-845-0432 (**Nationwide**) - Visit us online at **scfederal.org** **Please note:** If you are a *new* member, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our member, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.
Questions?	Call 843-797-8300 (**Charleston**) or 800-845-0432 (**Nationwide**) or visit us online at scfederal.org

What we do	
How does South Carolina Federal protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does South Carolina Federal collect my personal information?	We collect your personal information, for example, when you - open an account or apply for a loan - show your government-issued ID or give us your employment information - give us your wage statements We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only - sharing for affiliates' everyday business purposes – information about your creditworthiness - affiliates from using your information to market to you - sharing for nonaffiliates to market to you State law and individual companies may give you additional rights to limit sharing.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. - *Our affiliates include financial companies, such as South Carolina Financial Solutions, LLC, also DBA South Carolina Federal Insurance Solutions*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. - *South Carolina Federal does not share with our nonaffiliates so they can market to you*
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. - *We team with insurance companies and financial advisors for joint marketing efforts.*

Account Agreement:
Important Legal Information and Disclosures

The table of contents below is provided for easy reference.

Effective December 2026

Table of Contents

Privacy Disclosure . . . . . Attached

Account Agreement 1

Regulation CC - Funds Availability Policy Disclosure 32

Regulation E - Electronic Funds Transfer Agreement and Disclosure. 34

OTHER SERVICES

Investment Solutions, available through LPL Financial, LL. 43

South Carolina Federal Insurance Solutions 44

Truth-in-Savings Rate and Fee Schedule. . . . . Insert

BINDING ARBITRATION. THIS AGREEMENT IS SUBJECT TO ARBITRATION AS STATED IN SECTION 31 ON PAGE 27 " RESOLVING DISPUTES THROUGH ALTERNATE DISPUTE PROCESSES," AND IS SPECIFICALLY SUBJECT TO ARBITRATION PURSUANT TO SECTION 15-48-10, ET SEQ., OF THE SOUTH CAROLNA CODE OF LAWS.

Account Agreement

Notice. Your relationship with the Credit Union is also governed by state and federal laws, which may change from time to time. The body of law is too large and complex to be reproduced here. The purpose of this Agreement is to: (1) summarize the rules applicable to common transactions; (2) establish rules to govern transactions not regulated by state or federal law; (3) establish variations that will apply to certain rules, events, or transactions as permitted by applicable law; and (4) provide you with certain disclosures and information regarding our policies as required by law. By signing any Account Opening Documentation or your use or continued use of any account or account services after receiving this Agreement, notice of its availability, or notification of any change in terms, you, jointly and severally, agree that you understand and agree to the terms and conditions stated in this Agreement, as amended from time to time. This Agreement and the Truth in Savings Rate and Fee Schedule (Schedule) govern our relationship with you, and all services, whether opened now or in the future, and replaces all prior agreements regarding your account, including any verbal or written statements or representations. All Credit Union services are further governed by the terms and conditions set forth in any additional or future account agreements, amendments, addenda, and/or disclosures, (which are herein collectively, along with this Agreement, referred to as the "Agreement") as well as the Credit Union's Bylaws, and Policies and Procedures. To the extent there is any conflict between the terms of this Agreement and any of these items or any other documents, excluding the Credit Union Bylaws, the terms of this Agreement shall govern unless the other document(s) expressly provides otherwise. You are responsible for ensuring that any authorized signer is familiar with this Agreement.

STATUTORY AND CONSENSUAL LIENS ON SHARES. By signing any Account Opening Documentation or other agreement conveying a pledge or security interest in shares, or your use of any accounts or services, you have given the Credit Union a lien on any and all funds ("shares") in all joint and individual share accounts, together with all dividends, regardless of the source of the shares or any individual owner's contributions. This lien secures any account owner's joint and individual obligations to us now or in the future whether direct, indirect, contingent, or secondary, and has priority over all other claims. You agree that this lien is created and/or impressed, as applicable, as of the first date that any applicable account is opened with us. This lien secures all debts you owe us, including but not limited to those arising pursuant to any loan agreements, or under this Agreement, or arising from any negative account balances, or fees, or costs, or expenses, or all or any combination of the above. You authorize us to apply shares to any obligations owed to us if you default or fail to pay or satisfy any obligation to us, without any notice to any account owner or other party. This right is immediate and applies to all accounts, except any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security. There will be no limitation or delay with regard to any stated maturity date as to any certificate or other applicable shares.

RIGHT OF SET OFF. You agree that the Credit Union at all times retains the common law equitable right of set off against shares with regard to any debt or obligation owed to us individually or otherwise, which right may be exercised by us without legal process or notice to any account owner.

CROSS-COLLATERALIZATION. To reduce the possibility of loss, members grant to the Credit Union a lien on all shares and agree that all collateral pledged to secure any loan obligation owed to us will also secure payment of your other obligations. This pledge will secure all obligations owed at the time of the pledge or which arise thereafter. This "cross- collateralization" of your obligations applies to all debts regarding your accounts, loans, or otherwise, including all obligations under any credit card agreement with us, and overdrafts. Unless a contrary intent is evidenced in writing, obligations secured by a primary residence are not included in the "cross-

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collateralization" of your obligations to us. In the case of any bankruptcy proceeding, the Credit Union has a right to preserve such collateral as set forth herein as cash collateral; and is not required to surrender or turnover such collateral absent the owner's filing any appropriate motions and the entry of an order either providing for adequate protection of the Credit Union's rights in such collateral, or modifying or terminating the automatic stay as to such collateral. You further agree that the Credit Union's exercise of this right to safeguard or "freeze" funds on deposit shall not constitute a violation of the automatic stay afforded by the Bankruptcy Code.

Amendments and Changes. Changes to any account or account service requested by any member or account owner can only be made with the express consent of the Credit Union. The Credit Union, in its sole discretion, may: (1) change or modify any term or condition of this Agreement, including account fees and features and the method for determining dividends; (2) add new terms, conditions and requirements that we deem necessary or in the Credit Union's best interests; and (3) make operational changes. We may make all such amendments or changes as described at any time without notice except as expressly required by applicable law, and any change in the Agreement shall be effective immediately unless otherwise required by applicable law. If you keep your account open after we change this Agreement, you agree to the changes.

Binding Effect; Applicable Laws. This Agreement is binding upon the account owner and all parties hereto together with their heirs, successors, assigns and any other person claiming any right or interest under or through said parties. You agree at all times that you will comply with any and all Applicable Laws. **"Applicable Laws"** shall include: "(i) MasterCard Regulations; (ii) NACHA's (The National Automated Clearing House Association) Operating Rules; (iii) the Operating Regulations of any network through whom you initiate or process any transaction(s); and (iv) any and all laws, treaties, rules, regulations, or regulatory guidance of the government of the United States, any state thereof, or of any applicable foreign government or state thereof, as the same may be amended and in effect from time to time; and you agree that such Applicable Law shall govern despite any other general or specific terms or conditions set forth in the entirety of this Agreement. The Credit Union is not in any way limited in the use of the name of any person or entity that claims trademark, copyright, or other such status regarding a name in the ordinary course of Credit Union business; in providing any services we may offer; or in using such name in any other manner authorized by our agreements or applicable laws.

Obtaining a Copy of this Agreement. You can get a copy of the current Agreement at www.scfederal.org, by visiting your local financial center, or by contacting us at 1-800-845-0432.

Personal/Commercial. You agree that all accounts and services will be for personal, family, and household purposes. If we in our discretion ascertain other use such as commercial we may require the account(s)/service(s) be closed or converted to business.

Active Military Members and Dependents. Any terms or conditions herein contrary to the Military Lending Act ("MLA") are void for the period(s) during which you are entitled to the protections of the MLA.

Disabilities. We will accommodate reasonable requests to assist members with disabilities. In order to do so, you agree to notify us of any disability and/or accommodation requests. You will notify us regarding any service providers you wish to use; and you will provide us with information to allow us to identify the service providers.

1. GENERAL DEFINITIONS/INFORMATION. In this Agreement the words "**you**" or "**your(s)**" mean everyone that signs any Account Opening Documentation or is authorized to make Transactions regarding your account(s) as provided herein or by governing law, including any account service(s). "**Credit Union**," "**we**," "**us**," or "**our**" means South Carolina Federal Credit Union. When we say "**we may**" or "**Credit Union may**" do something, that means that you authorize us

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and agree to such action. "**Access Device**" means any card, electronic access device and/or any codes, passwords or personal identification numbers (PIN) that we issue to allow you to access and/or use any account or other services. With regard to online or internet transactions an access device shall also include any computer, smart-phone or other hardware used to make or process a transaction. "**Account Opening Documentation**" means any membership application, account card, signature card, account change form, electronic enrollment form, or other documentation required by the Credit Union to open or establish any account or service with the Credit Union, whether in paper or electronic form. "**Authorized User**" and "**Authorized Use**" means any person who has actual, implied, or apparent authority, or to whom any owner has at any time given any information, access device, or documentation that enables such a person to access, withdraw, make transactions to or from your accounts, or to use any of your account services. A joint owner with access to any joint account, or an authorized user granted access by a joint owner, (online or otherwise) may be able to access all accounts and services associated with the primary account owner. This definition is intended to be construed broadly and includes without limitation all users acting under a written document such as a power of attorney as well as any person or entity that is authorized to make deposits or debits to or from your accounts with us. "**Check**" means an acceptable written "**instrument**" on your account(s), and includes the term "share draft." "Instrument" means a written order as defined by Articles 3 and 4 of the Uniform Commercial Code pursuant to the laws of the State set forth in this Agreement. "**Owner**" means the person(s) who have a present ownership interest in the sums on deposit in the single or multiple party (joint) accounts with the Credit Union, subject to the Credit Union's lien rights or any security interest. A person is not an "owner" unless specifically designated as such in any completed and signed Account Opening Documentation or Account Change Form. "**Shares**" means, for the purpose of your pledge to secure your obligations to the Credit Union, our common law right of set off; otherwise, "**share(s)**" mean all deposits in any share savings, share draft, club, share certificate, P.O.D., revocable trust or custodial account(s), whether jointly or individually held -- regardless of contributions, that you have on deposit now or in the future, all of which are deemed "general deposits," for the purpose of your pledge. "**Transaction or transaction**" means any deposit, order, transfer, payment, purchase via POS transaction or otherwise, withdrawal, or other instruction relating to any account or account service provided by the Credit Union.

Rates and Fees applicable to all accounts are set forth in the Schedule, which you agree we may change from time to time with proper notice as required by law. We may transfer from any of your account(s) any fees, charges, or costs in connection with the operation and maintenance of account(s) as stated in this Agreement or the Schedule. If the available funds in your account are not sufficient to cover such transfer, we may create an overdraft on your account.

Your account type(s) and ownership features are designated on your Account Opening Documentation. By signing any Account Opening Documentation, each of you, jointly and severally, agree to the terms and conditions in this Agreement and Account Opening Documentation, the Funds Availability Policy Disclosure, Schedule, Electronic Funds Transfer Agreement and Disclosure, Privacy Notice Disclosure, any Account Receipt accompanying this Agreement, the Credit Union's bylaws and policies, and any amendments to these documents from time to time which collectively govern your membership and accounts.

Contact Policy. If we need to contact you for any reason including but not limited to providing account information, responding to any inquiry, collecting amounts you owe, updating you on product information, important business operation updates, etc., we may contact you by phone, text, email, or mail. You authorize us and our affiliates or agents to contact you at any address, number, or email address you provide, from which you call or contact us, or at which we believe we can reach you in accordance with applicable law. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications - including but not limited

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to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system - from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider.

Negative Information Notice. We may report information about your loan, credit card, share, or deposit accounts to consumer reporting agencies. Late payments, missed payments, insufficient funds transactions, or other defaults on your accounts may be reflected in your consumer report.

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 to you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. We may also require photographing, video recording, and/or providing fingerprints or other biometrics. We may from time to time request additional information regarding use/activity on your account as required under the Bank Secrecy Act's Enhanced Due Diligence requirements. Failure to respond promptly to such requests may result in action outlined in the Termination or Restriction of Account section.

We may collect, use, and retain personal or other information about you or your mobile device to assist in verifying your identity. We may rely on such information provided to us by your wireless company, and you authorize them to disclose (1) your name; (2) your mobile number; (3) your address; (4) your email; (5) network status; (6) customer type; (7) customer role; (8) billing type; (9) mobile device identifiers, such as IMSI and IMEI; and (10) any other subscriber and device details. You represent that you are the owner of the mobile phone number or have the delegated legal authority to act on behalf of the mobile subscriber to provide this consent.

2. MEMBERSHIP BENEFITS AND OBLIGATIONS. Upon approval of your Account Opening Documentation and the deposit of any required shares, you become a "member-owner" of this Credit Union. As a "member-owner" you are eligible to apply for all Credit Union deposit, loan, and other financial services, and you may vote at all annual or special meetings of the membership if you are 18 years of age or older. You have an obligation to the Credit Union and all other member-owners to follow the rules established for the use of these services, and not to cause the Credit Union any loss. This includes, but is not limited to, your obligation to repay all debts, loans, and credit advances, as well as other contractual, equitable, and statutory obligations that may be payable by you to us.

Membership Eligibility. To join the Credit Union you must meet the membership requirements including purchase and maintenance of the minimum required share(s) ("membership share") as set forth in the Credit Union's bylaws. You agree that we are authorized to verify financial information, data, and employment history by any necessary means now and in the future. You also authorize the Credit Union to make inquiry to verify your information; to obtain a consumer report; to determine your employment history; and to obtain information concerning any accounts with other institutions, any and all of which may be used in accordance with applicable regulations (i) to verify your eligibility or continued eligibility for membership; (ii) for products and services you request; (iii) for increases or decreases in services and/or credit limits; (iv) to identify other products and services that may be beneficial to you now and in the future; and (v) to comply with any applicable law, regulation, or governmental agency requirements including but not limited to escheatment/abandoned property, privacy, or other issues that may affect your rights, or pursuant to any reasonable actions we take to ensure our compliance with such laws, regulations, or governmental agency requirements (all of which are deemed permissible purposes by you and us). We may also report information concerning your account(s) and credit to others.

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Social Media. You understand that you may elect from time to time to use Credit Union or other parties' social media tools and sources; that there is no claim of privacy or privilege regarding information shared or discernible from such use or sharing; and that the use of such information by us does not violate your privacy or other rights. If you have consented to communicating with us via social media, we may use any social media addresses you may establish from time to time. The Credit Union has the right to block you from its social media outlets upon confirming that you have posted false information.

Online Reviews. You understand and agree that we may use any public online review you submit regarding our financial centers, products, or services, including, but not limited to, reviews posted to Google, in any of our marketing or promotional materials.

Responsibility for Liabilities. You are individually and jointly responsible for any overdraft on your account, regardless of who caused or benefitted from the overdraft. If there is a setoff, an enforcement of our lien or security interests in your account, or legal action (such as a third-party garnishment, seizure, forfeiture, or tax levy) affecting any owner or any joint owner, we may treat all funds in the account as belonging to the owner against whom the setoff, enforcement, or other legal action is directed. If your account is closed for unsatisfactory handling, we may report all owners and all joint owners to the consumer reporting agencies and initiate collection efforts against all owners on a joint and several basis.

3. OWNERSHIP/DESIGNATIONS.

a. Individual Accounts. An individual account is an account owned by one member (individual, trust or custodial) qualified for Credit Union membership. If the account owner dies, the interest passes, subject to applicable law, to the account owner's estate or Payable on Death (POD) beneficiary/payee or trust beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death and to any security interest or pledge granted by the account owner and subject to our statutory lien rights.

b. Multiple Party Accounts. A multiple party account is an account owned by more than one person. Any or all owners can make deposits or withdrawals, transfer funds, make payments, and close accounts, regardless of contributions. Each owner guarantees the signature of all other owners and appoints all other owners as agents. We may accept orders, instructions, and requests for future services from any account owner, which shall be binding on all owners. Any individual account owner may withdraw funds, stop payment of Items/Transactions (regardless of who ordered the payment), transfer or pledge to us all or any part of the shares in any account, and block, terminate, discontinue, or close any transaction or service without the consent of the other owner(s), regardless of their contributions to the account and whether any other owner is incapacitated or deceased. We have no obligation to notify the other account owner(s) of any pledge or other actions, orders, or instructions by any owner. Each owner is jointly and severally liable for all returned items, overdrafts, or any other obligations owed to the Credit Union as a result of any Transaction(s) on a multiple party account, regardless of the drawer, user, or authorized user who orders or causes said Transaction(s). If a person identified in our records as a joint owner of an account does not sign any account-related documentation (including Account Opening Documentation or an Account Change Form), we may, in our sole discretion, nevertheless treat such person as an owner of that account, and we shall not be liable to any other account owner, beneficiary, or other party with any interest in such account as a result. **Rights of Survivorship.** You agree that it is your intention to create a joint tenancy with the right of survivorship (a form of ownership) in any multiple party account and if one or more of the multiple party account owners dies, his or her interest in the account passes to the remaining owners, unless subject to our right of set-off or a

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pledge of the funds in the account(s), in which case all sums in the account(s) will belong to us regardless of contributions, up to the amount of the obligation(s) owed. We may not release any funds to a survivor until all required legal documents are delivered to us.

c. POD Account Designations. Payable on Death ("POD") accounts are governed by your agreements with the Credit Union and applicable state law. A POD account instructs us that the designated account is payable to the owner(s) during their lifetimes, and upon death of the last account owner, is payable to the beneficiary(ies) designated by your Account Opening Documentation and pursuant to applicable laws; unless subject to our right of set-off or a pledge of the funds in the account(s), in which case all sums in the account(s) may belong to us up to the amount of the obligation(s) owed. Similarly, upon the vesting of any interest in any rights of a POD beneficiary, all sums payable shall be subject to any right of set-off between us and the POD beneficiary. Accounts payable to more than one surviving beneficiary are owned jointly by such beneficiaries without rights of survivorship. If all named POD beneficiaries pre-decease the owner(s), the applicable funds shall be paid to the estate of the last surviving owner. Upon the death of the account owner(s), we will attempt to notify all POD beneficiaries. If, after 30 days, we have not been contacted by all POD beneficiaries, then we may, in our discretion, provide the account funds to the POD beneficiary(ies) that has/have contacted us or allow the funds for the missing POD beneficiary to escheat to the state. All account owners are required to consent to changes in designated beneficiaries. If any beneficiary is not of legal age at the time the account(s) are to be paid to beneficiaries hereunder, then we may in our discretion pay said amounts to any one parent or legal guardian of such beneficiaries or as otherwise allowed by applicable law; and upon such payment you agree that we are released from any and all claims and obligations and shall be indemnified by you.

d. Accounts for Minors. We may require any account established by a minor to be a joint account with an owner who (i) has reached the age of majority under state law and (ii) shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We require a minor to sign the Account Opening Documentation if the minor can sign his or her own name. If the minor is unable to sign, the adult should sign for the child (e.g., "Mary Doe by John Doe, Father"). Any adult owner must also sign, even if he or she signed for the minor. We require a minor's signature on the Account Opening Documentation before a minor can make a withdrawal on any account. We may pay funds directly to the minor without regard to his or her minority. Unless the minor's guardian or parent is an account owner, the minor's guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. All owners agree that we will automatically change the minor's account status to the applicable account type when the minor reaches the applicable age. All standard account products and services or the continuation of products and services will be available based on eligibility. If a required joint owner is removed from the account by death or otherwise, we have the right to suspend all account activity until a new joint owner is placed on the account, or to act pursuant to any cognizable court order.

e. Uniform Gifts to Minors (UGMA). All grantors, custodians and beneficiaries agree to the terms of this paragraph. If you have signed as custodian on an account for a beneficiary under an applicable UGMA, your rights and duties are governed by that Act. Unless applicable laws specifically prohibit such payment, when the beneficiary reaches the age of majority, the funds in any UGMA may be paid or withdrawn by the beneficiary without notice or further action by us as this is the intent of the party establishing this account.

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f. **Representative Payee Accounts/VA Fiduciary/Other Government Fiduciary Accounts.** The representative payee/fiduciary agrees to be bound by the terms of the applicable account Agreement(s) and to furnish us, upon request, a copy of the written Social Security Administration (SSA) or Veterans Affairs (VA) or other authorization designating the fiduciary and such other documents and authorizations as we may deem necessary or appropriate. In opening a fiduciary account, the Credit Union acts only as a depository for the beneficiary's funds and is under no obligation to act as a fiduciary or to inquire as to the powers or duties of the appointed fiduciary. The fiduciary agrees that he or she is liable to us for any and all obligations incurred by any actions dealing with the account and agree to indemnify and hold the Credit Union harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of or related to any action or claim by any party with respect to the authority or actions taken by the fiduciary.

g. **Agency Designation on an Account.** An agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the account(s) designated. An agent has no ownership interest in the account(s) or Credit Union voting rights. We have no duty to inquire about the use or purpose of any transaction made by a designated agent.

4. TAXPAYER IDENTIFICATION NUMBERS AND CERTIFICATION. Pursuant to the Account Opening Documentation used to open your account(s) with us, you provided a certification regarding the accuracy of your taxpayer identification number (usually your Social Security Number) and whether your account is subject to backup withholding under the Internal Revenue Code. This certification applies to any and all accounts you have with us now or in the future, unless you provide written notification to us that specifically provides otherwise. You are responsible for paying applicable taxes on and related to your account.

5. POWERS OF ATTORNEY. Unless otherwise provided by applicable laws we may in our sole discretion refuse to (i) honor or accept a power of attorney to open, close, deposit, or make transactions on any account; (ii) supply endorsements on checks or any other items; or (iii) take any other action with respect to an account, loan, or other service. The Credit Union may allow a third person acting as your attorney-in-fact to make transactions regarding your account(s) or conduct other business on your behalf without any liability to you, pursuant to a power of attorney, but has no obligation to do so. You agree that we have no obligation to verify the scope, authenticity, and validity of any power of attorney presented to us. If we accept the power of attorney, the Credit Union has no duty to inquire as to the use or purpose of any transaction(s) by your attorney-in-fact, and may restrict or refuse account access, withdrawals, and transactions.

You further agree that we may require that a power of attorney be registered with the appropriate recording authorities. We may restrict the types or amounts of transactions we permit an attorney-in- fact to conduct. We may require a separate form for each account or service for which you want to grant power of attorney. If your agent or attorney-in-fact does not present the original form, we may either accept or refuse to honor any power of attorney you grant and with no liability to you. If we accept a power of attorney, we may continue to recognize the authority of your agent or attorney-in-fact until we receive written notice of revocation from you and have had a reasonable time to act on it.

We may, within our discretion, refuse to recognize a power of attorney given by one owner of a joint account without the consent of the other joint account holder(s).

You agree to indemnify and hold the Credit Union harmless for accepting and/or honoring any power of attorney, or copy thereof, which we accept in good faith and believe to be valid and authorized by you.

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6. DEPOSITS OF FUNDS REQUIREMENTS. Funds may be deposited into any account in any manner approved by the Credit Union in accordance with the requirements set forth in this Agreement, on the Schedule, and in the Digital Banking Services Agreement. Deposits made by mail or at unstaffed facilities are not our responsibility until we receive them. We reserve the right to refuse or return any deposit. Should we accept a deposit from you by any electronically created item including, but not limited to, a remotely deposited check, you will indemnify us for any claim by any subsequent third party for claim of loss for a subsequent deposit of the same item, whether such action was authorized by you or not. We exercise ordinary care when collecting a deposited item, but we are not responsible for any other financial institution's treatment or loss of the item. If a deposited item is lost or destroyed during processing or collection, you agree to provide all reasonable assistance to help us reconstruct the item.

a. **Deposit Accuracy.** It is your responsibility, not ours, to confirm the accuracy of the amount you deposit. If we determine a discrepancy exists between the declared and the actual amount deposited, we may debit or credit your account and we may notify you if any adjustments are made. We may also use the declared amount as the correct amount to be deposited and not adjust a discrepancy, if it is less than our standard adjustment amount. We may vary our standard adjustment amount from time to time without notice and use different amounts depending on account type. We do not verify all transactions but reserve the right to verify any transaction, including transactions for which we have provided a receipt. We may reverse or adjust, at any time and without prior notice to you, any debit or credit we believe we have made to your account by mistake or any other reason including where we believe fraud or any impropriety may be involved.

b. **Endorsements.** We may accept transfers, checks, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners. If a check or 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 item as though it is payable to either person. You agree to endorse all items pursuant to applicable laws and regulations. If any endorsement or any other markings you or any prior endorser has made on the check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by us due to the delay or error. If we cannot verify an endorsement, we may decline to pay, cash, or send the item for collection. We reserve the right to require that (i) all endorsers be present and/or (ii) you deposit the item into your account instead of cashing it.

c. **Substitute Checks.** You agree not to deposit any substitute check or similar item that you have created or for which no financial institution has provided any substitute check warranties and indemnity. If you do so, you agree to indemnify us for all losses we incur in connection with the substitute check or similar item. You agree not to deposit any substitute check without our consent.

d. **Collection of Deposits.** 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 have right to (i) refuse any order, transfer, or deposit; (ii) limit the amount for deposit; or (iii) return all or any part of a deposit. Special instructions for handling an item are effective only if made in writing and accepted by us separately along with the item in question; we are not obligated to follow special instructions, restrictions, or notations written on a check. We are not liable for any default or negligence of any collecting bank or intermediary bank, or for loss in transit, and each such bank will only be liable for its own negligence. We may send any item for collection, which means that we send such item to the issuer's financial institution for payment, and your account will not be credited for the item until

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we receive payment. Our availability of funds policy does not apply to an item we send 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 all items presented for collection. We reserve the right to pursue collection of previously dishonored items (including representment), including giving a payor financial institution extra time beyond otherwise applicable midnight deadline limits. Items that we present or re-present may be truncated or converted to an electronic or other format. If an item is not paid, you shall be fully responsible for any loss we may incur in seeking to collect the item for you. Items not drawn by you upon us are not overdrafts, but are Insufficient Funds items (NSFs) that you must pay to us if we incur any loss in seeking to collect such items for you.

e. Final Payment. All items or Automated Clearing House (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 or ACH transfers and impose a return item charge on your account. We have no obligation to provide any separate notice under this provision, and you agree that our indication of any credits or debits hereunder reflected on your periodic account statements shall be deemed sufficient notice.

f. Direct Deposits and Preauthorized Transfers. We may offer preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize each direct deposit or preauthorized transfer by filling out a separate form. The Credit Union will not be responsible if incorrect account information is provided, and the direct deposit funds may be returned to the payor if the correct account cannot be determined. If applicable, you must notify us at least thirty days in advance to cancel or change a direct deposit or transfer option. 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. You agree that you have an obligation to notify us immediately regarding the death of any person that receives any federal or state retirement, welfare, benefits, or other payments via electronic or other deposit. Upon a bankruptcy filing, unless you cancel an authorization, we will continue making direct deposits and preauthorized transfers in accordance with your authorization on file with us. If we are required to reimburse the U.S. government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

g. Our Right to Decline Deposits. We may decline all or part of a deposit, including cash deposits. If we decline a deposit that you mailed to us, we may return it to you at your cost, including charging you for postage and handling to return foreign currency coin or paper. We may retain any invalid checks or other documents without crediting your account, at our discretion.

h. Returned Items and Reversals of Electronic Payments. If an item you deposited or cashed is returned to us unpaid, **we can deduct the amount from any account you have with us.** We can do this when we are notified that the item will be returned and do not need to receive the actual item. We can do this even if the balance in your account is not sufficient to cover the amount we hold or deduct, causing insufficient funds or an overdraft. In addition, we will charge you all applicable fees and reverse all interest accrued on the item. **We may place a hold on or charge your account for a deposit if a claim is made or we otherwise have reason to believe the deposited item was altered, forged, unauthorized, missing a signature, has a forged endorsement, or should not have been paid for any other reason.** When the claim is finally resolved, we will either release the hold or deduct the amount of the item from your account. We are not responsible for any action we take, or fail to

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take, to recover payment of a returned deposited item. If an electronic payment credited to your account, such as a direct deposit, is reversed, **we can deduct the amount from any account you have with us,** at any time, without notifying you. You agree to promptly repay any resulting insufficient funds or overdrafts.

7. ACCOUNT ACCESS.

a. Authorized Signature. We will not be liable for refusing any order or item if we believe in good faith that the signature on any order or item is not genuine. You authorize the use of stamp/facsimile signatures and electronic signatures under applicable laws; if you use any device or machine to provide a faxed, electronic, computer generated, or other mechanical signature, including a stamp on a check, it will be treated as if you had actually signed it. We shall not be liable for honoring any transaction or instrument that appears to bear your signature, even if made by an unauthorized person.

b. Authorized User(s). You should exercise caution in providing account authority, information, documentation, or access devices to others. Do not provide your account and routing numbers to unknown persons. We are authorized to honor any transactions initiated by a third person if you provide your access device or other information to that third person. All withdrawals, transfers, and transactions made by any person to whom you provide authority or the means to access your accounts or other services shall be deemed authorized by you, and the Credit Union will not have any responsibility or liability whatsoever for such withdrawals, transfers, or other transactions. Further, you and the person authorized shall be jointly and severally responsible to the Credit Union for all such access or use of your accounts and services with us. If you authorize anyone to use your access devices, such authority shall continue until you specifically revoke such authority by notifying the Credit Union in writing or as required by applicable laws. If we or any of our agents contact you regarding any transaction(s) and you verify the transaction(s), you agree we may rely on your verification and that any such transaction(s) shall be deemed authorized by you. If you fail to maintain the security of any access device and the Credit Union suffers a loss or makes a determination that the Credit Union is at risk for potential loss, we may, in our sole discretion, restrict or terminate any or all of your account services immediately without prior notice.

c. Access to Account Information. You agree that all owners, borrowers, and authorized users may have access to all of the information you provide to us, or which we gather and maintain regarding our relationships with you and that they may provide authority to others. This includes, but is not limited to, information regarding transactions, account history, your loan relationships with us, and other information relating to or arising with regard to any of your accounts, loans, or other services with us. Further, you understand that we utilize a consolidated statement for your accounts, account services, loans, and all other services with us. You understand and agree that we are authorized to send jointly and/or provide to any individual owner or borrower a statement that includes all of the information on the consolidated statement even though all parties receiving the statement may not be owners or borrowers as to all of the accounts or services addressed in the statement. If you provide us with an email address(es), you consent to our sending communications to that email address; it is solely your responsibility to ensure access to your email is limited to persons you approve, and your failure to limit such access shall be deemed your consent to any such access.

d. Sharing Information with Other Persons, Co-Borrowers, Co-Signers/Guarantors, Owners of Collateral Pledged and Others. You hereby consent and agree that we may share any information regarding your obligations with us or collateral pledged to secure any obligations you owe to the Credit Union with co-borrowers, co-signers, guarantors,

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owners of collateral pledged, and other persons with an interest in such obligations or collateral if we receive a request which we in good faith believe to be related to any such obligations, refinancings, sales, trades, transfers, exchanges, or transactions. Also, you consent and agree that we may provide payoff or payment information to persons or entities who seek to make payments on your behalf, including "potential payoffs," which may include account numbers and information necessary to process payments. **Access to Third Parties.** If you provide another party with access to your accounts or account information, you understand and agree that we shall not be liable for any errors, claims, or losses of any type or nature whatsoever arising from or relating to any transactions initiated as a result of the access or information provided by you to that third party, including claims or losses that may arise from any access to your accounts or personal information. **Third Parties.** You agree that we can rely on the representations made to us by a third party, and our duties to you hereunder do not require us to investigate or document a request for such information.

e. Telephone and Other Live Requests. You agree that funds in any account(s) with us can be transferred, upon the request of any signer on the account (via phone, chat, video, or other live communications channels offered by us), to another account with us or to any other financial institution. Furthermore, we reserve the right to refuse to execute any such request or order when we believe that we have any cause or reason for such refusal. Further, all communications between you and us are subject to the terms of this Agreement, and, in addition to the remedies noted, we may terminate any communications that violate this Agreement, which may include termination of or refusal to make any transfer. We may allow you to make telephone requests for loan and credit card payments and deposits to your account using a credit or debit card issued by another financial institution. You may also use a credit card issued by the Credit Union provided your accounts with us are in good standing. There is a fee for this service as provided in the Schedule.

f. Recording Conversations. You consent to the monitoring and recording of any communications with us or our affiliates. When you access any services we offer/provide including telephone, online, and mobile banking to conduct transactions, the information you enter may also be recorded. By using any services, you consent to such recording.

g. Agreed Exception to Privacy Restrictions - Fraud or Financial Exploitation. To help combat suspected fraud and financial exploitation, you agree that the Credit Union may, but is not required to, report any suspicions of fraud or financial exploitation to persons (including but not limited to family members) who we in good faith believe may be able to provide assistance and/or protection. Any such reporting is at the Credit Union's sole discretion and does not create any obligation on the part of the Credit Union to do so.

h. Third-Party Apps and Payment Services. If you link any of your accounts or services to a third-party application or payment service, including but not limited to PayPal, Zelle, or Venmo (a "Third-Party Service"), you understand and agree that Third Party Services are not Credit Union services, and any transaction you make through a Third-Party Service will be subject to your agreements with that Third Party Service provider. You understand that Third Party Services may not provide the same protections from fraud or other misapplication of funds as traditional direct banking services. If we transfer any funds as directed by you or anyone you authorize to a Third-Party Service provider, such transfer(s) shall in all respects be an authorized transaction and we will have no further obligation or liability if the Third-Party Service provider then transfers the funds to an unauthorized recipient or the funds are otherwise misapplied. Further, you understand that funds transferred to or through a Third-Party Service may not be federally or

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otherwise insured, and you assume all risks should your funds become unavailable for any reason.

i. **Use of Biometrics/Fingerprints.** The Credit Union or various apps you may choose to use may provide access to your accounts and services through the use of fingerprints or other biometrics. You agree to the use of such biometrics, and will cooperate with us in implementing any requirements we or the third party may require associated with this technology. Biometric technologies may be used for authentication. We may require the use of biometrics and/or fingerprinting with regard to any service we offer, and any refusal to cooperate with such use shall allow us to refuse to make any transaction, including but not limited to cashing any on-us item presented by any holder. When you enable biometric access, anyone with an enrolled biometric on your accounts, services, devices may have access to your accounts and services, and may access your accounts, view your information, conduct transactions on your behalf, and has your authority to engage in these activities. Enrolled biometrics may expand the number of persons who have access to your account regardless of the signers listed on your Account Opening Documentation with us. WE ADVISE YOU TO REVIEW AND CONFIRM THAT ALL REGISTERED BIOMETRICS BELONG TO INDIVIDUALS WITH AUTHORITY AS DESCRIBED ABOVE. BY ACTIVATING ACCESS/SERVICES REQUESTED BY YOU, THE CREDIT UNION RELIES ON YOUR REPRESENTATION THAT ANYONE WITH A REGISTERED BIOMETRIC HAS PROPER AUTHORITY TO ACCESS AND USE YOUR ACCOUNTS AND ASSOCIATED ACCOUNT INFORMATION.

8. ACH & WIRE TRANSFERS. If we provide the service, you may initiate or receive credits or debits to your account through wire or ACH transfer; however, we do not originate International ACH transactions. Fees for incoming and outgoing wire transfers are outlined in the Schedule. You agree that if you receive funds by a wire or ACH transfer, we are not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic account statement. We may provisionally credit your account for an ACH transfer before we receive final settlement. We may reverse the provisional credit or you will refund us the amount if we do not receive final settlement.

From time to time, we may need to suspend processing of a transaction for greater scrutiny or verification in accordance with applicable law, and this action may affect settlement or availability of the transaction. Except as otherwise provided by applicable law, we shall not be liable for any claims arising from such suspension of processing.

When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account or identifying number. The Credit Union (and other institutions) may rely on the account or other identifying number as the proper identification even if it identifies a different party or institution. If a wire transfer is cleared through the Federal Reserve, Regulation J governs the transaction(s). You may not be able to cancel or amend a request once it is received by us; although, in our sole discretion, we may use reasonable efforts to act on your request. We are not obligated to execute any 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. Security procedures may be established to verify the authenticity of your payment order. If the request is by phone or fax, the Credit Union may identify you by contacting you to verify information. You agree that the authenticity of payment orders may be verified by using this security procedure unless you notify the Credit Union in writing that you do not agree to that security procedure before the payment order is executed by us. In that event, the Credit Union shall have no obligation to accept any payment order from you or other authorized parties on the account until you and the Credit Union agree, in writing, on an alternate security procedure.

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9. CHECKS AND CHECK CASHING. The Credit Union may refuse any check or other item drawn against your account or used to withdraw funds from your account if it is not on a form approved by us. We also reserve the right to refuse any check or other item drawn against your account or used to withdraw funds from your account if we, in our sole discretion, determine that such check or other item (i) was made in a manner not specifically authorized for your account, (ii) was made more frequently or in a greater number than specifically permitted for your account, or (iii) is illegible or in a language other than English. We may confiscate and retain a check if we believe it is suspicious or fraudulent.

If we accept a check or other item not on a form approved by us, you will be responsible for any loss by us in handling the item.

Because of the nature of the Credit Union check program, neither the Credit Union nor any other processing entities shall be responsible for the authenticity of the checks with regard to the signature or alterations, and checks, when presented, shall be paid without verification.

We may disregard information on any check, other than the signature of the drawer, the amount and any magnetic encoding. You agree that we do not fail to use ordinary care because our procedures do not provide for sight examination. You agree to take reasonable measures to prevent check-related fraud, including, but not limited to, (1) only writing checks to people and businesses whom you know; (2) not depositing checks from people whom you do not know; (3) writing your checks in a manner to prevent others from adding words, numbers, or making other changes without your authorization; (4) safeguarding your blank checks; (5) using tamper-resistant checks; (6) using wash preventive ink; (7) destroying checks you do not intend to use; and (8) not signing blank checks. You will notify us immediately if you learn or have reason to know that any of your checks have been lost or stolen. If you are negligent in safeguarding your checks or if you fail to take reasonable preventive measures, or if there is a processing problem due to your use of a check printer we do not approve, we shall not be liable or responsible in any way for any losses you incur as a result of fraud or forgery if we pay any such check in good faith pursuant to standard commercial practices.

We may pay the amount encoded on your check in U.S. dollars, even if you wrote the check in a foreign currency or made a notation on the check's face to pay it in a foreign currency.

a. Checks from Source Other Than Credit Union Approved Vendor. Your checks must meet our standards, including paper stock and dimensions; we may refuse checks that do not or that cannot be processed by our equipment. Checks must include our name and address as provided by us. Certain check features, such as security features, may impair the quality of a check image. The Credit Union approves the vendor(s) for check printing due to their high standards. Other companies that provide check-printing services may not meet the high standards of our approved vendor(s) or may print terms or limitations that we do not agree to on such checks. You acknowledge and agree that we shall have no responsibility or liability to you whatsoever resulting, arising from, or relating to: alterations; forgery; non-payment; returns as no account/insufficient funds or otherwise; limitations we do not specifically agree to in writing; or any other processing/payment error with regard to any check that is not printed by our approved vendor(s).

We require that checks purchased or printed from sources other than the Credit Union contain security features that will prevent the check from being counterfeited. The minimum features required are an artificial watermark, "VOID" pantograph, micro-print lines, bleed-though check numbering, a warning band, and a Regulation CC endorsement backer on the reverse of the check. If you use checks that do not meet these minimum standards, and your checks are counterfeited, we may refuse to honor your request for reimbursement of any losses you may suffer.

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b. **Postdated and Staledated Checks.** We may pay any check without regard to its date unless you notify us of a postdating. We are not responsible if you give us an incorrect or incomplete description, or untimely notice. You agree not to deposit checks or other items before they are properly payable. We are not obligated to pay any check drawn on your account that is presented more than six (6) months past its date; however, we have no obligation or liability to you or any other party to the instrument or in the chain of the collection process if we do so. We are not responsible for waiting to honor a check or for paying an item more than six (6) months old unless you use a stop payment order for the check; you are responsible for notifying us to cancel the stop payment order when you are ready to have that check paid.

c. **Electronic Checks.** An electronic check (e-check) is generally created by a third-party payee as authorized by the owner of the account on which the check is drawn. Authorization is made over the telephone or through online communication. The owner of the account does not sign an e-check. In place of the owner's signature, the e-check usually bears a statement that the owner authorized the check or bears the owner's printed or typed name. If you authorize a third party to draw an e-check against your account, you may not later revoke your authorization. It is your responsibility to resolve any authorization issues directly with the third party. We are not required to credit your account, and may charge against your account, any e-check for which the third party has proof of your authorization. When you or any person with authority authorize any e-check you agree: (1) that we may pay the item as submitted to us; (2) that you shall be solely responsible for all information transmitted regarding such item(s) including but not limited to the payee(s), the amount(s) of the item(s), and endorsements or the lack thereof; and (3) to indemnify, defend, and hold us harmless from all liabilities, obligations, demands, costs, and losses (including fees of legal counsel and accountants) awarded against or incurred by us (collectively, "losses and liabilities") in connection with the transfer or return of any electronic check or electronic returned check on your behalf. If we suffer any losses or liabilities related to an indemnity or breach of warranty we make to a transferee bank, any subsequent collecting bank, paying bank, or any subsequent returning bank, relating to your electronic check or electronic returned check, you will reimburse us and not hold us responsible or liable.

d. **Checks you Request from the Credit Union.** If you request any check be issued by the Credit Union pursuant to any means we make available, then all such checks are payable to the first named owner of the account, record owner, trustee, custodian, or as otherwise indicated on your Account Opening Documentation with us and will be mailed to the address of record.

e. **Copies of Documents. Copies of Documents.** You agree that electronic copies of documents will be sufficient for all purposes. To facilitate check imaging and electronic check collection, when completing a check, you must: (1) write clearly; (2) use black or dark blue ink in the date, pay to, amount, and signature fields; (3) use only the space provided for your part of a transaction. You agree to reimburse us for any losses and costs we incur as a result of a poor check image caused by a deficiency in the written check that you wrote as payor or that you accepted and deposited as the payee, whether due to your failure to follow these guidelines or otherwise.

f. **Checks Presented by a Non-Member.** In the event a non-member presents a check from your account to us for payment, we require acceptable identification and identifying information, and we may refuse to honor the check if a non-member refuses to provide us with requested identification or identifying information. We may charge a fee for non-members to cash a check. You agree that we may refuse to accept any check drawn on

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your account that is presented for payment over the counter (in person or otherwise) at the Credit Union rather than being deposited in an account at another institution and presented for payment through the check collection system. Such refusal shall not constitute a wrongful dishonor of the check and we shall have no liability for refusing payment. We have no obligation to accept any third-party check presented for deposit or cashing.

10. COLLECTION ITEMS. We may accept certain items on a collection basis only. We route and process collection items separately from your other deposits. We will credit your account for collection items only after we receive payment for them. We may also receive items from other financial institutions on a collection only basis. Upon presentment of a collection item, we will follow the presenting institution's instructions and pay the item if funds are available in your account or otherwise pursuant to your agreements with us. We charge fees for processing collection items (sending and receiving) as set forth in the Schedule. The financial institution on which the collection item is drawn may also charge you fees. If the other financial institution requires payment of a fee before that institution will process the collection item, we may pay the fee and charge your account. Fees may apply even if the collection item is returned unpaid.

11. STOP PAYMENT ORDERS.

a. Stop Payment Order Request. If you do not want us to pay a specific check drawn on your account, you can ask us to place a "Stop Payment Order" ("SPO") on the check. You can notify us by mail, telephone, electronically, or in person at a financial center, and we must be provided with a reasonable amount of time to act on it. Your SPO will take effect when we record it on your account. An SPO will not be valid and binding on us unless your SPO includes your account number, the number and date of the written instrument, the name(s) of the payee(s), and the exact amount of the instrument. Only the person placing the SPO may release the SPO, and you must allow us a reasonable amount of time in order to cancel an SPO. We will charge you a service charge for any SPO as set forth in the Schedule. If you give an oral SPO that is not confirmed in writing by you or us within fourteen (14) days, your SPO may expire and the instrument may thereafter be paid by us. You agree that any SPO received when you do not have sufficient funds on deposit in your account to cover the item on which you are requesting us to stop payment may be subject to a service charge for return of an NSF item rather than the service charge for an SPO.

b. Duration of Order. Oral SPOs for checks will lapse within 14 calendar days unless confirmed in writing within that time. We are not required to notify you when an SPO expires. The Credit Union will not be responsible for any loss as a result of honoring a check after an SPO lapses or expires, or if you fail to meet your obligations as noted in this section or otherwise in this Agreement. if you fail to meet your obligations as noted in this section or otherwise in this Agreement.

c. Liability. Fees on SPOs are set forth on the Schedule. You may not stop payment on any certified check, cashier's check, teller's check, or any other check or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages, or claims, related to our refusing payment of an item, including claims of any joint account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you. The Credit Union will not be responsible for any loss as a result of honoring a check if, through inadvertence, oversight, or accident, we honor any postdated check. We have no obligation to accept any order to stop payment on any certified check, cashier's check, teller's check, or other instrument guaranteed by us. You will be responsible to the Credit

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Union if any claim or demand is made against us as a result of our acting in accordance with your SPO.

12. TRANSACTION LIMITATIONS.

a. **Withdrawal Restrictions.** We reserve the right to require you to give written notice of seven (7) days to sixty (60) days before any intended withdrawals as permitted by applicable law. We may refuse to allow a withdrawal in some situations (and will advise when required by applicable law), examples of which include, but are not limited to: (1) a dispute between account owners; (2) a legal garnishment, attachment, or levy is served on us; (3) the account(s) secures any obligation owed to us; (4) required documentation has not been presented to us; (5) you are delinquent or fail to pay a loan, negative account balance, or any other obligation owed to us when due. We may place reasonable restrictions on large cash withdrawals (the definition of which shall be within the Credit Union's sole discretion), including but not limited to requiring funds to be withdrawn via check or electronic transfer instead of cash. If you instruct the Credit Union, and we in our sole discretion agree, to allow you to make a large cash withdrawal, you will execute and deliver any release of liability the Credit Union may require in connection with any such withdrawal. If you make a large cash withdrawal or deposit, you will be responsible for any associated costs, including the costs of security as we deem necessary or prudent, provided, however, that we shall have no obligation to provide security if you make a large cash withdrawal. If you wish to deposit a large amount of cash, we may require you to provide adequate security or take other measures to mitigate potential risks associated with such deposit.

b. **Restrictions Required by Applicable Laws.** We will block, limit or otherwise restrict certain accounts or transactions when we believe in good faith that certain laws including but not limited to the Bank Secrecy Act, USA PATRIOT Act and Office of Foreign Assets Control require us to do so.

13. INAPPROPRIATE AND/OR GAMBLING TRANSACTIONS. You warrant and agree that (a) you will not use any Credit Union accounts or services, including but not limited to loans, to make or facilitate any illegal or inappropriate transaction(s) as determined by applicable law or otherwise prohibited by applicable laws or as we in our discretion may deem inappropriate; and (b) any such use, including any such authorized use, will constitute a breach of this Agreement. Certain federal and/or state laws, such as the Unlawful Internet Gambling Enforcement Act, or Third-Party Service Providers' Rules, such as MasterCard and National Automated Clearing House Association (NACHA), may limit or prohibit certain transactions such as (but not limited to) those coded as possible gambling transactions. The Credit Union may decline to accept, process, or pay any transaction (a) that we believe to be illegal, improper, or unenforceable (regarding your obligation to pay us or otherwise) under applicable law; or (b) which is otherwise limited or prohibited, including but not limited to any transaction involving or relating to any gambling activity. We may also close or terminate accounts or services which we believe violate your obligations under this section of the Agreement. Such prohibition or limitations may affect some otherwise proper or allowable transactions such as debits, charges, or other transactions at or relating to a hotel-casino. You understand and agree such limitations/prohibitions are not within the Credit Union's control and that the Credit Union will not have any liability, responsibility, or culpability whatsoever for (a) any such use by you or any authorized user(s); or (b) declining to accept, process, or pay any such transaction. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages, or adverse action of any kind that results directly or indirectly from any such use of your account and/or access devices.

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14. Insufficient Funds (NSF) and Overdrafts (OD). We may honor checks, ATM, ACH, debit card, and other electronic transactions, our fees or charges, or withdrawals of any type drawn on insufficient funds by transferring funds from a share account or another deposit account or a loan account (collectively, "transfer sources") as you have directed. Fees may be charged for these transactions as outlined in the Schedule. If an item is presented without sufficient funds in your account to pay it and if no funds are available from your transfer sources, we may, at our discretion, pay the item (creating an overdraft known as Courtesy Pay) or return the item (NSF). While we reserve the right to pay or not pay any item presented without sufficient funds, you may request that we not pay such items. In that case, we will return any item presented without sufficient funds (NSF). Courtesy Pay is a discretionary service that may be removed by the Credit Union for a variety of reasons, including excessive overdrafts or returned items.

Courtesy Pay for Checks, ACH, Checking Account Transactions, and Automatic Bill Payments. We may authorize and pay overdrafts on checks, ACH, and automatic bill payments ("Standard Courtesy Pay") and charge a Paid Insufficient Funds (NSF) Fee as outlined in the Schedule. We will not authorize or pay ATM or everyday debit card transactions unless you have opted in to Premium Courtesy Pay.

Courtesy Pay for Debit Card and ATM Overdrafts– In addition to Standard Courtesy Pay, we may also authorize and pay overdrafts on ATM and everyday debit card transactions ("Premium Courtesy Pay"), if you authorize us to do so, and charge a Paid Insufficient Funds (NSF) Fee as outlined in the Schedule. If you do not authorize us, all one-time debit card and ATM transactions that are presented without sufficient funds in your account may be declined. Real-time money transfers, such as Zelle, may not be covered by Courtesy Pay.

Right to Opt-out of Courtesy Pay. You may revoke your authorization for Standard or Premium Courtesy Pay at any time by contacting us at 1-800-845-0432 and informing us of your decision. Your decision does not guarantee that we will always pay your ATM and debit card transactions when there are insufficient funds in your account to cover the transaction. We retain the right to pay or not pay any items at our discretion when there is not enough money in your account to cover the transaction according to our Courtesy Pay program. We encourage you to make careful records and practice good account management. This will help you to avoid overdrafts and the resulting fees. If you opt out of both Standard and Premium Courtesy Pay, and do not have enough money in your checking account or in accounts linked for Overdraft Protection to cover a transaction when it is presented to us for payment or authorization: (1) we will return your checks, ACH payments, and other returnable items as unpaid and charge an Insufficient Funds (NSF) fee as outlined in the Schedule; (2) we will not authorize certain transactions such as cashed checks, recurring debit card transactions, or Bill Pay transactions; and (3) we will not authorize ATM or everyday debit card transactions.

Insufficient Funds (NSF) Fees. Your account will be subject to a charge, per item, whether paid or returned as set forth in our Schedule. The first time we return a debit for insufficient funds, we will assess an NSF fee in the amount shown on our current Schedule for each returned debit item. The entity that submitted the debit may submit a duplicate item to the Credit Union even if we have already returned the prior debit for insufficient funds. If the resubmitted debit exceeds the funds available, the Credit Union will return the debit, which may result in an additional NSF fee. Thus, you may be charged multiple NSF fees in connection with a single debit that has been returned for insufficient funds multiple times. This occurs because a merchant may present the same transaction multiple times or modify certain details to make it appear as a new transaction, and we have no way to identify such merchant actions. Pending transactions may also result in insufficient funds, as even if a pending transaction has been dropped from your account, we must pay it when we receive it for payment. You may be charged an NSF fee if paying a previously authorized transaction results in insufficient funds. Whether or not we pay

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or return an item of any type overdrawing your account, we may, after a period of time, impose a fee on the account for every day the account has a negative balance other than the day the item(s) is (are) presented for payment. Any fees associated with NSF, Courtesy Pay, transfers, or negative balances, if any, are set forth in our Schedule.

Except as otherwise agreed in writing, we, by covering one or any overdraft, do not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time. You agree to pay any overdraft amount immediately (within 24 hours of notification or less). We reserve the right to pursue collection of previously dishonored items at any time and charge for services rendered to collect by us or third parties.

Actual Balances and Available Balances. You acknowledge and agree to the following regarding transaction processing and when fees such as overdraft fees may apply: Your Actual Balance is the total amount of money in your account; it does not take into account outstanding transactions authorized by the accountholder(s). The Actual Balance may not always depict an accurate display of what you may spend without overdrawing your account. Your Available Balance is our most current record of the amount of money in your account available for your use or withdrawal. We use the Available Balance to authorize your transactions during the day and to pay your transactions in our nightly processing. However, the Available Balance does not reflect every transaction you have initiated or that we have previously authorized. For example, it may not include the following: (1) outstanding checks and authorized withdrawals, such as recurring debit card and ACH transactions that we have not received for payment; (2) the final amount of a debit card purchase (for example, we may authorize a purchase amount prior to a tip that you add); (3) debit card transactions that have been previously authorized but not sent to us for final payment; (4) pending debit card or ATM card transactions; (5) funds that have been placed on hold. YOU MAY STILL OVERDRAW YOUR ACCOUNT EVEN THOUGH THE AVAILABLE BALANCE APPEARS TO SHOW THERE ARE SUFFICIENT FUNDS TO COVER A TRANSACTION.

Holds. Holds placed on your account balance for pending debit card/electronic transactions including gasoline, hotels, car rentals, etc., may reduce your available balance for an amount that may vary from the actual purchase amount, which may or may not be presented for payment. These same holds also reduce the available funds for subsequent purchases. Failing to account for such outstanding items may cause your account to become overdrawn and fees assessed. If your account is closed while any such holds are in effect, these funds that are on hold may not be immediately made available to you upon closing.

Order of Payments/How we Process (Post) Transactions to your Account. We may, at our discretion, pay a check or item and execute other transactions on your account in any order we choose. The order in which we process checks and items and execute other transactions on your account may affect the total amount of overdraft fees that may be charged to your account.

When processing items drawn on your account, our policy is to pay items as we receive them, which may not be in the order in which you make them. We commonly receive items to be processed against your account(s) multiple times per day in presentment files. Each presentment file received commonly contains a large number of a specific type of item (check, ACH). It is common for each of these presentment files to contain multiple items to be processed against your account. When multiple items are received at once, the items will be paid as follows: ACH transactions are posted according to settlement date; ACH credits are posted throughout the day as received; ACH debits are posted after hours in order as received; checks are posted after hours based on dollar amount – lowest to highest. Any ATM/POS transactions are paid as received and in the order they are presented. Items performed in person such as withdrawals or checks cashed at one of our locations are generally paid at the time they are performed. **Why**

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this is Important to You: The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. Our payment policy may cause your larger, and perhaps more important, items to not be paid first (such as your rent or mortgage payment), but may reduce the amount of overdraft or NSF fees you have to pay if funds are not available to pay all of the items. **Third Parties:** You further understand and agree that we have no control over how third parties (or entities who process transactions for them) you elect to do business with "code" transactions. For instance, these third parties have full control over the amounts of transactions they may enter per your relationship with them, and they may code transactions as recurring or non-recurring, which may affect the payment order of transactions and the application of any overdraft protection or courtesy pay services you have with us. You authorize us to (a) accept transactions based upon the coding submitted by third parties; and (b) rely upon such coding in processing all transactions and services for you.

15. CREDIT UNION'S RIGHT TO INVESTIGATE. You agree that the Credit Union has the right to investigate all transactions and the methods and means by which transactions are made in order to protect the Credit Union and its members. Upon notification of any claim of error, unauthorized transaction, or other issue arising from any transaction or the method or means of making a transaction, the Credit Union may investigate all persons, methods, and means involved. This right includes the right to inspect and scan a member's or user's access devices, including but not limited to computers, tablets, and smartphones, and to report the Credit Union's findings to all account owners and users.

16. CREDIT UNION LIABILITY. If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages, provided however that our liability shall not exceed the amount of the transaction, except as otherwise provided by law. Notwithstanding the foregoing, we will not be liable if: (1) your account contains insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. Unless prohibited by law, in no event will we be liable to you for any special, consequential, indirect, or punitive damages. We are responsible for exercising ordinary care and complying with this Agreement. When we take an item for processing by automated means, ordinary care does not require us to examine the item. 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.

17. INFORMATION ABOUT YOUR ACCOUNTS AND YOU. We will only disclose information to third parties about your account(s) or about you as permitted in this Agreement; as permitted or required by any applicable laws or judicial proceedings; or when we are attempting to collect an obligation owed to us..

18. NOTICES – NAME OR ADDRESS CHANGES. You will promptly notify us of any change of address (including your e-mail or other electronic address), name, or other contact information. In the absence of such notice, any mail, disclosure, or notice to you at any address, forwarding address provided to us by the U.S. Postal Service, or e-mail address shown by our records or any communication received from you will be deemed properly addressed. A statement or notice is considered received by you on the second business day after we mail it to you or, if you are enrolled in eStatements, when it is available through online banking; you agree to this timing even if the postal or email address you provided us is invalid. If we receive notice that the address you have provided to us is not or is no longer correct, or has changed without notice

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to us, and we attempt to determine your new name or address; then the Credit Union may, in its discretion: (1) charge a fee as set forth in the Schedule to determine your current address; and/or (2) discontinue sending any statements, notices or other items to you until verifiable information is provided to correct any deficiency under this provision. We may update your address in our records without a request from you if (i) we identify a need to rely on another address you have provided us; or (ii) we receive an address change notice from the U.S. Postal Service or information from another party in the business of providing correct address details that does not match the address in our records. A notice you send to us is considered received by us once we receive it.

19. STATEMENTS. If the Credit Union provides a periodic statement for your account(s), you will receive a periodic statement from us, or notice of the availability of your statement, describing all activity on your account(s) during the statement period as required by law. If you have a multiple party account, we are only required to provide one periodic statement to any of the account owners identified on the Account Opening Documentation. If provided electronically, you will be sent a notice via e-mail that will direct you to a site where you may access your statement as otherwise agreed. E-mails from us will be sent to the e-mail address associated with the primary account owner. Statements may be provided to the fiduciary upon any trust, custodial, or other fiduciary or representative account, and the requirements of this paragraph will be binding on all parties in interest with regard to such accounts pursuant to such delivery. Contact us if you do not receive your regular statement. If you do not receive or have any problem accessing a periodic statement, you agree to notify us in writing within fourteen (14) days of the date that the statement is usually sent or made available by us. If you do not so notify us, you will be deemed to have received the statement for all purposes. You must be at least 13 years old with parent or guardian consent to receive online statements. Fees may be charged for mailing statements when we provide other free options such as an online statements; please refer to the Schedule. You agree that we may stop sending electronic statements and send paper statements by mail if for any reason we have reason to believe electronic statements may not be received or accessible.

YOUR DUTY TO EXAMINE AND REPORT PROBLEMS. AS USED IN THIS SECTION, THE TERM "PROBLEM" MEANS ANY ERROR, ALTERATION, COUNTERFEIT CHECK, OR UNAUTHORIZED TRANSACTION (INCLUDING, BUT NOT LIMITED TO, FORGED OR MISSING SIGNATURES AND EXCLUDING CONSUMER ELECTRONIC BANKING TRANSACTIONS) RELATED TO YOUR ACCOUNT. BECAUSE YOU ARE IN THE BEST POSITION TO DISCOVER ANY PROBLEM, YOU AGREE THAT IT IS YOUR DUTY TO PROMPTLY EXAMINE YOUR STATEMENT AND REPORT TO US ANY PROBLEM ON OR RELATED TO YOUR STATEMENT. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY PROBLEM THAT: (1) YOU DO NOT REPORT TO US IN WRITING WITHIN A REASONABLE TIME NOT TO EXCEED 60 CALENDAR DAYS AFTER WE MAIL THE STATEMENT (OR MAKE THE STATEMENT AVAILABLE) TO YOU; (2) RESULTS FROM A FORGERY, COUNTERFEIT, OR ALTERATION SO CLEVER THAT A REASONABLE PERSON CANNOT DETECT IT (FOR EXAMPLE, UNAUTHORIZED CHECKS MADE WITH YOUR FACSIMILE OR OTHER MECHANICAL SIGNATURE DEVICE OR THAT LOOK TO AN AVERAGE PERSON AS IF THEY CONTAIN AN AUTHORIZED SIGNATURE); OR (3) AS OTHERWISE PROVIDED BY LAW OR REGULATION. YOU AGREE THAT THIS 60-DAY PERIOD TO EXAMINE YOUR STATEMENT AND REPORT PROBLEMS TO US ARE WITHOUT REGARD TO OUR LEVEL OF CARE OR THE COMMERCIAL REASONABLENESS OF OUR PRACTICES, AND WITHOUT REGARD TO WHETHER CANCELLED CHECKS ARE SUPPLIED TO YOU.

You agree to waive any rights to recovery you may have against us if you do not provide notice to us in the manner and within the time required by this Agreement. You may not start a legal action against us because of any problem unless: (a) you have given us the above notice, and

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(b) the legal action begins within one year after we send or make your statement available to you. If you make a claim against us in connection with a problem, we reserve the right to conduct a reasonable investigation before re-crediting your account and you agree to fully cooperate in such investigation. Within 60 days of the date of mailing, you agree to complete and return an affidavit of forgery on the form we provide you along with any other information we may request. You further agree to file a police report if we so request. If you refuse to sign such an affidavit or fail to return the affidavit and other requested documentation within 60 days of the date we mail it to you, you agree that we may consider the matter resolved and reverse any provisional credit provided. At our sole discretion, we may, but are not obligated to, provisionally credit your account during the investigation for all or a portion of the amount claimed. Any provisional credit to your account may be reversed if you fail to fully cooperate in our investigation or if as a result of our investigation we determine that the charge to your account was proper. If you refuse or fail to cooperate with the Credit Union as needed to assess any services, transactions, or issues, such refusal will in no way affect any claims you may assert under any federal or state laws which do not expressly provide a duty to cooperate, and any non-cooperation will only be considered in assessing risks associated with providing services to you in the future. You agree to pay any fees assessed or accrued against your account during the investigation or that may arise upon reversal of any provisional credit.

Notwithstanding the foregoing, the time period for notifying us or making a claim under the Check 21 Act, with respect to a substitute check or an image of a substitute check that is sent with a statement or that appears on a statement, will be as set forth in the Check 21 Act.

20. ELECTRONIC RECORDS. You acknowledge and agree that we (a) may in our discretion store all records electronically; and (b) will not retain and have no obligation to retain any original documents for any period of time. This applies to all documentation including but not limited to checks, transaction records, notes, mortgages, deeds of trust, and other loan and/or security documentation. We will routinely destroy all original documentation. We may store records electronically via imaging, scanning, filming, or other technology used in the financial services industry for the storage of documentation via internal processes or third-party processors that we approve for these services. You agree that (a) such storage is secure; and (b) such electronically stored records shall for all purposes be recognized and admissible in evidence or otherwise to prove the agreements, rights, and obligations of the parties pursuant to any such records.

RECORD RETENTION. We retain documents and records relating to your accounts, services, and transactions in accordance with state and federal recordkeeping requirements and other applicable laws, rules, regulations, and industry standards. The time periods established for retention are also set with consideration for providing a reasonable time during which disputes or future correspondence may be needed. Records beyond their retention dates may be destroyed in the interest of space, cost, and ease of retrieval in a safe and secure manner. The Credit Union will not be responsible for producing or justifying any records which are beyond the established record retention period.

21. "E-MAIL" AND ELECTRONIC COMMUNICATIONS. You acknowledge and agree that much of the Internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim, or damages arising or in any way related to our response(s) to any e-mail or other electronic communication, which we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any e-mail or other electronic communication, and may respond to an e-mail at either the address provided with the communication, the e-mail address in your Account Opening Documentation, or any other application or written communication actually received by us. Any account owner, co-borrower, or authorized user may change the e-mail address for notices, statements, or other information

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from us at any time. The Credit Union may not immediately receive e-mail communications that you send. We reserve the right to require any notices from you be submitted to us in writing, and we may refuse to send certain information through unsecured e-mail communications. You expressly consent and agree to us, our agents, or any parties we authorize sending and your receiving any communications hereunder by e-mail or other electronic methods including any offers for Credit Union, affiliate, or third party services and/or products.

22. SPECIAL ACCOUNT INSTRUCTIONS. You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. For account changes requested by you, or any account owner, such as adding or closing an account or service, we may require the change in writing such as a signed Account Change Form or other method accepted by us.

From time to time you may present us with certain documents that the Credit Union is not a party to (examples include but are not limited to: trust agreements, business operating agreements, court orders such as divorce settlement agreements, etc.). The Credit Union may require such documents for a purpose such as proving the existence of an entity or trust as required by applicable laws. However, the Credit Union is not a party to such documents and mere possession of these documents does not in any way (a) imply or impute knowledge of the contents of such documents to the Credit Union or its employees or (b) bind the Credit Union to any terms, conditions, or provisions contained therein.

23. RIGHT TO REFUSE INSTRUCTIONS/ORDERS. If you ask us to follow instructions that we believe might expose us to claims, suits, losses, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require a bond or other protections. We may refuse, delay, or suspend any particular transaction, transaction type, or request when we in good faith believe that the transaction or request (1) may expose the Credit Union to a risk of loss; (2) may involve a fraud or a scam; (3) may be illegal; (4) is not in accordance with any term or condition applicable to the relevant account; (5) may have been requested without proper authority; (6) would violate any applicable provision of any risk control program of the NCUA or applicable rule or regulation of any other federal or state regulatory authority; (7) is not in accordance with any other requirement of our applicable policies, procedures, or practices; or (8) otherwise not be in the best interest of the Credit Union.

24. INACTIVE OR DORMANT ACCOUNTS. If no transactions have been made on your account over a period specified in the Schedule, we may classify your account as inactive. Unless prohibited by applicable law, we may charge a service fee set forth on the Schedule for processing your inactive account. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable and to suspend any further account statements. For security purposes, once your account is inactive, you will need to contact us to reactivate the account before the account will be eligible to fund transactions. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be considered dormant and abandoned. Funds in dormant/abandoned accounts will be reported and remitted in accordance with state unclaimed property laws. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

We may periodically review accounts with low balances and/or no activity, including IRA accounts. If there is a low balance and/or no activity within a given period of time, you may be assessed a fee or notified that your account will be closed.

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25. TERMINATION OR RESTRICTION OF ACCOUNT. You may terminate your account and/or membership at any time by giving us written notice and complying with the policies and procedures of the Credit Union. We have the right, but not the obligation, to require the written consent of all parties to a joint account for termination. Termination will not release you from any fees or obligations you owe us, those incurred in the process of closing your accounts or services, or your liability on outstanding items or Transactions.

We may, in our sole discretion, terminate, limit, restrict, or change the terms of any of your account(s), service(s), rewards programs, and/or your membership (including but not limited to loan services, access devices, and electronic account access including ATM access); place a freeze on any sums on deposit with us at any time without notice; or require you to close your account(s)/service(s) and apply for a new account(s)/service(s) without notice or further action if any of the following occur: (1) you request to change the owners or authorized users of your account; (2) there is suspicious, irregular, or illegal activity, or a fraud/forgery, or unauthorized use, suspected, committed, or reported; (3) there is a dispute as to ownership of any account or sum on deposit with us; (4) any of your checks are lost or stolen; (5) there are returned unpaid items, transactions not covered by an overdraft plan agreement (Courtesy Pay) with us, or any abuse of any such plan per our assessment thereof; (6) you make any misrepresentation regarding any account(s) or service(s); (7) the Credit Union incurs any loss, or believes it may incur any loss, relating to any loan(s), account(s), or service(s) you have with us; (8) there is any legal action between you and the Credit Union; (9) we believe you have been negligent in protecting any access devices or codes; (10) we deem it necessary to protect the Credit Union from any risk or loss, or deem it to be in the best interests of the Credit Union, our members, or our employees; (11) you breach any promise under this Agreement or any other agreements with us including but not limited to any default or other delinquency with regard to any loan or other agreements with us; (12) bankruptcy or any other insolvency proceeding is filed by or against you, or if we otherwise deem you to be insolvent or incapable of meeting your obligations to us; (13) you refuse or fail to cooperate with the Credit Union as needed to assess any services, transactions, or issues (provided, however, that this will in no way affect any claims you may assert under any federal or state laws which do not expressly provide a duty to cooperate and any non-cooperation will only be considered in assessing risks associated with providing services to you in the future); (14) you have an account that does not maintain a required par value for a membership account or any balance as to all other accounts, or that repeatedly incurs overdrafts; (15) you violate any Credit Union policy, procedure, or standard, or any law, regulation, or rule, including the terms of this Agreement; (16) you participate in or facilitate any transactions for another person who is prohibited from making transactions with us pursuant to applicable laws or Credit Union policy/procedure; (17) you make unauthorized posting(s), or deface or remove notices or signs on Credit Union premises and/or social media sites without management authorization; (18) you misappropriate Credit Union funds, property, or other material proprietary to the Credit Union; (19) you deliberately or repeatedly violate the Credit Union's security procedures or safety rules; (20) you possess, use, or are under the influence of illicit drugs on Credit Union premises; (21) you engage in the use or possession of weapons of any kind on Credit Union premises, except for on-duty law enforcement officers or security officers; (22) as outlined in Credit Union policy and this Agreement, you act in an inappropriate or disruptive manner as determined by us, such as but not limited to: verbal or physical abuse towards any employee or other member of the Credit Union, showing offensive printed material, or in any way harassing an employee or member of the Credit Union; (23) you use one or more credit or debit cards to obtain cash and purchasing power we do not believe appropriate, you use such devices to pay credit card balances with the proceeds of other cards, or you use such devices in a manner we determine is primarily intended to abuse a rewards program; (24) we determine that you are using or maintaining any

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account, loan, or service for a purpose other than day-to-day, personal use; (25) your account activity is not consistent with normal consumer behavior, the historical use of your account, or the stated purpose of the account when opened; or (26) any new state, federal, or other country's laws, rules, regulations, or other requirements make it impractical or impossible for us to meet such requirements. We may, on our own accord, place a stop payment on any check, item, or transaction if we are notified or otherwise reasonably believe that any of the foregoing circumstances have occurred.

If you do not accept any deposit or part of a deposit that we attempt to return after termination, then such deposit will no longer earn dividends. We are not responsible for any check, withdrawal, item, or transaction after your account is terminated. We may, but are not required to, continue to pay transactions as we receive them while we process an account closure. We may freeze or restrict your account in preparation for closing, and may in our discretion either accept or return deposits, checks or other items that we may receive after we freeze your account without being liable to you; you agree to reimburse us on demand if this occurs. **Joint Accounts or Services.** If our application of the Credit Union's policies or the forgoing remedies affects any accounts or services with multiple parties, we may require (1) the party to whom the restrictions or termination applies be removed; (2) the account be closed and a new account be reopened absent the affected party; or (3) the restrictions be applied to the account or service. The Credit Union has no obligation to provide any specific information regarding the basis for taking action under this section to any other owners or parties. **Surrender of Ownership or Other Status:** You understand and agree that voluntary surrender or other legal termination of ownership, rights, or other status with regard to any account(s) shall terminate all relationships and our obligations to you. This includes, but is not limited to, the termination of all rights to information and/or documentation of any type after the date of surrender.

Closure and/or Restricted Access May Apply; Limited Reopening. We are not required to close any account if you have pending transactions, the account is overdrawn, your account is subject to legal process (such as garnishment, levy or execution), the account is associated with a pending dispute or error resolution claim with us or third parties, or the account is subject to a hold. After closure, you agree that we may (a) return an item; (b) hold an item for your benefit; or (c) reopen your account solely for the purpose of processing an item, paying an item, or making an adjustment to the account as permitted by this Agreement or applicable laws. If an account is reopened under this provision, it will be temporary, and only for such period of time to account for any of the activity noted above, including for any dispute or error resolution. For the period of time an account is reopened it shall be subject to all terms of this Agreement and any applicable Schedule.

Replacement Accounts. If we suspect fraud, illegal or improper activity, or if we have any legitimate need to makes changes pursuant to Credit Union policies or operational requirements, we may, at our discretion, transfer your existing account(s) to replacement account(s) with a new account number(s). We may also make this reassignment when your account is reported compromised by you. If we issue you a replacement account number, all terms of this Agreement will continue to apply, without interruption, as if you retained the discontinued account number. We may also reissue new access devices and require you change access via usernames, passwords, and other actions as deemed necessary to accomplish the purposes for any reassignment hereunder. You agree that this will not create a new customer relationship and our existing relationship will continue uninterrupted with this reassignment.

Account Conversion. We can, but are not obligated to, convert your account to another type of deposit account, with required notice to you, if (i) you use it inappropriately or fail to meet or maintain the account's requirements; (ii) we determine an account is inappropriate for you based on your use; or (iii) we stop offering the type of account you have.

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26. DEATH OR LEGAL INCOMPETENCE OF ACCOUNT OWNER. Please notify us promptly if you learn or suspect that an account owner has been declared mentally incompetent or has died. When we receive notice of an account owner's mental incompetence or death, we may, at our discretion: (a) freeze the account until we receive documents verifying the incapacity or death and instructions regarding the funds remaining in the account; (b) pay, without inquiring, any item authorized by the account owner before being declared legally incompetent or deceased for a period of twenty (20) days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the checks or other items; or (c) return or reverse deposits; and/or apply funds in the account to any debt the account owner owes us before recognizing the rights of a surviving joint owner or other person to any remaining funds. We may continue to honor all transfer orders, withdrawals, deposits and other transactions on an account until we are notified of a member's legal incompetence or death. We may require anyone claiming a deceased owner's account funds, including the deceased account owner's estate, to indemnify us for any losses resulting from our honoring that claim, including any taxes or reclamation claims to a government agency. This agreement will be binding upon any heirs or legal representatives of any account owner. If an account owner dies or is declared legally incompetent, we may comply with court orders and legal documents and take direction from affiants, court-appointed representatives, guardians, or conservators from your state of residence, even if different from the state in which the account was opened, except as otherwise required by applicable law or court order. We may require additional documentation be provided to us before complying with any directives. We may require U.S. federal or state court documents for account owners residing outside of the U.S. at the time of incompetence or death. Upon the death of the account owner, if we are not provided with the appropriate documents, we may either refuse to pay interest earned on the account from the date of death or apply backup withholding on the income earned after the date of death.

27. LEGAL PROCESS. If (a) we receive any legal process, including any summons, order, injunction, execution, subpoena, search warrant, government agency request for information, forfeiture, seizure, distraint, levy, garnishment, attachment, withholding order, lien, or other adverse claim which, in the Credit Union's opinion, affects your account(s); (b) there is a dispute between any person(s) and/or private or government organization over an account; or (c) we are uncertain who is entitled to access an account or funds in an account, we may, in our sole discretion and without liability, take any of the following actions: (i) refuse to honor orders to pay or withdraw sums from the account(s); (ii) hold the balance in the subject account(s) until the process or adverse claim is disposed of to the Credit Union's satisfaction; (iii) pay the balance over to the source of the process; or (iv) comply with any specifically applicable laws in addressing the legal process. We may accept and act on any legal process we believe to be valid regardless of how and where it is served. We may, but are not required to, provide notice of legal process relating to your accounts. We may comply with legal process even though it affects the interest of only one owner of a joint account. We may also refuse to allow a withdrawal if there is a dispute between owners about the account or if the account secures any obligations owed to the Credit Union. Any expenses or attorney fees we incur researching or responding to legal process may be charged against your account without notice, unless prohibited by law. Any process or adverse claim is subordinate to our lien and security interest in all funds in your account(s).

To protect your and our interests with respect to any claim, dispute, or instruction, if we need to seek legal or other professional advice to review or assess any actions or other claims that affect your accounts or to bring any legal action to protect the rights addressed in this Agreement, you agree to pay all costs and expenses, including reasonable attorney fees and court costs, incurred by us. You further agree that all such costs and expenses may be deducted from your accounts, and that you will be responsible for any additional amount owed according

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to the terms of this Agreement. Alternatively, in the event of a dispute or uncertainty over who is entitled to access an account or the funds in an account, at our discretion we may deposit the funds in an account with a court and ask the court to resolve the dispute or uncertainty over who is entitled to the funds. In such instances, we may deduct our attorney fees and court costs from the funds in the account to be deposited with the court.

28. 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, and the invalid or unenforceable term will be considered modified by us and applied in a manner consistent with applicable law. All headings are intended for reference only and are not to be construed as part of the Agreement.

29. ENFORCEMENT. All owners of accounts or users of services with us agree, jointly and severally, to be liable to us for any losses, costs, or expenses, including attorneys' fees, we incur (1) resulting from your failure to follow this Agreement; (2) if it is necessary for us to bring any legal or other action to collect any sum you owe us or if we bring any other action contemplated in this Agreement; (3) as a result of any order or instruction received from any owner or any owner's agent under this Agreement; (4) as a result of any adverse claim or legal process; (5) as a result of any dispute, adverse, or inconsistent claims; (6) if we successfully defend any claim against the Credit Union brought by any owner, agent, personal representative, executor, heir, or other party of interest brought via any formal or informal process involving your accounts or services with us; (7) if we deem it necessary to seek the advice or opinion of legal counsel or other professionals regarding the bona fides or legality of any transaction(s) to/from your accounts or involving any services with us; or (8) from any request for information or documentation regarding any of your accounts and/or services with us. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you and before payment to any owner or other party. If the amounts in your account(s) are not sufficient, then the owner(s) of the affected accounts(s) or parties to any applicable services will immediately pay any difference. 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, except as limited or prohibited by applicable law. We reserve the right to waive enforcement of any of the terms set forth in this Agreement regarding any transaction or series of transactions. Any such waiver will not affect our right to enforce any of our rights with respect to any owner, user, or other applicable person/party; or to enforce any of our rights with respect to other transactions. Any such waiver shall not modify the terms and conditions of this Agreement.

30. GOVERNING LAW. This agreement is governed by the Credit Union's bylaws, federal laws and regulations, the laws (including applicable principles of contract law) and regulations of the state of South Carolina, and local clearinghouse rules, as amended from time to time. Unless applicable law provides otherwise, the laws of the State of South Carolina shall govern and control your agreements with us. If state law and federal law are inconsistent, or if state law is preempted by federal law, federal law governs in all aspects. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in Charleston County, South Carolina. Our web site and the electronic services that we provide (excluding linked sites) are controlled by the Credit Union from its principal offices in Charleston County, South Carolina. While you may choose to access our web site and electronic services from other locations, we make no representation that any information, materials, or functions included in our web site or via our electronic service are appropriate or authorized for use in other jurisdictions. Your access from other locations is made on your own initiative; and you are solely responsible for compliance with any applicable local laws and regulations.

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31. RESOLVING DISPUTES THROUGH ALTERNATE DISPUTE PROCESSES. If you have a dispute with us, we hope to resolve it as quickly and easily as possible. First, discuss your dispute with us. If a Credit Union employee is unable to resolve your dispute, you agree that either the Credit Union or you can initiate arbitration as described in this section. If we are unable to resolve a dispute arising out of or relating to this Agreement, any other agreements relating hereto, any transaction, or any other matters between us, including a claim based on or arising from an alleged tort, through good faith negotiation, then such dispute shall be referred to arbitration before a neutral party, as provided herein. No provision of this Section shall limit the right of a party to obtain provisional or ancillary remedies from a court of competent jurisdiction before, after, or during the pendency of any proceedings covered by these terms. The exercise of a remedy does not waive the right of either party to resort to binding arbitration pursuant to the terms that follow.

Definitions. "Arbitration" means an impartial third party will hear the dispute between the Credit Union and you and provide a decision. References to "**Arbitration Provision**" means all provisions contained in Section 32 of this Agreement requiring arbitration. "**Binding arbitration**" means the decision of the arbitrator is final and enforceable. A "**dispute**" is any unresolved disagreement between the Credit Union and you. A dispute may also include a disagreement about this Arbitration Agreement's meaning, application, or enforcement.

Waiver of Jury Trial and Class Action. The Credit Union and you each agree to waive, with respect to any dispute, the right to a jury trial or a trial in front of a judge in a public court. Arbitration is beneficial because it provides a legally binding decision in a more streamlined, cost-effective manner than a typical court case, but the benefit of arbitration is diminished if either the Credit Union or you refuse to submit to arbitration following a lawful demand. Thus, the party that does not agree to submit to arbitration after a lawful demand must pay all of the other party's costs and expenses for compelling arbitration. **Neither the Credit Union nor you will be entitled to join or consolidate disputes by or against others as a representative or member of a class, to act in any arbitration in the interests of the general public, or to act as a private attorney general.** If any provision related to a class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is found to be illegal or unenforceable, the Arbitration Provision shall also be unenforceable.

Applicable Rules. The Credit Union and you each agree that:

(1) The American Arbitration Association (AAA) will administer each arbitration and the selection of arbitrators according to the AAA's Consumer Arbitration Rules (AAA Rules);

(2) If there are any differences between the AAA Rules and this Arbitration Agreement, this Arbitration Agreement applies.

(3) All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the Arbitration Agreement or whether a dispute can or must be brought in arbitration are for a court of competent jurisdiction to decide.

(4) If the AAA is unavailable or unwilling to administer an arbitration consistent with this Arbitration Agreement, the parties shall agree on an alternative administrator that will do so. If the parties are unable to agree, they shall jointly petition a court of competent jurisdiction to appoint an administrator that will do so.

(5) The Credit Union and you are participating in commercial transactions involving the movement of money or goods among states; and

(6) The Federal Arbitration Act (Title 9 of the United States Code, the "Act") governs this Arbitration Agreement and any arbitration between the Credit Union and you. If the Act or any part of it is inapplicable, unenforceable, or invalid, the state laws governing your relationship with the Credit Union govern this Arbitration Agreement.

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Either the Credit Union or you may submit a dispute to binding arbitration at any time, regardless of whether a lawsuit or other proceeding has previously begun. For information on initiating arbitration, contact the AAA at 1-800-778-7879.

The party initiating arbitration must include in the arbitration demand all of the following information: (i) the claimant's name, address, telephone number, and email address; (ii) the applicable account holder's name (if different from the claimant) and account number; (iii) information sufficient to identify any transaction at issue including the date and location of any such transaction, if applicable; (iv) a detailed description of the nature and basis of the claims asserted; and (v) a detailed description of the nature and basis of the relief sought, including a calculation for it. The demand must be personally signed by the party initiating arbitration (and by counsel if the claimant is represented). By submitting an arbitration demand, the claimant (and, counsel, if the claimant is represented) represent that, as in court, they are complying with the requirements of Federal Rule of Civil Procedure 11(b). The arbitrator is authorized to impose any sanctions available under Federal Rule of Civil Procedure 11 on represented parties and their counsel. If the arbitrator finds that either the substance of your or the Credit Union's claim or the relief sought was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the Credit Union or you may also seek applicable fee-shifting. Either the Credit Union or you may request to have the arbitration conducted by a video or in-person hearing, or through written submissions, except any dispute seeking $10,000 or more, or injunctive relief, shall have a video or in-person hearing unless the parties agree otherwise. You and a Credit Union representative will personally appear at any hearing (with counsel, if represented).

Fees and Expenses. Setting the fees/expenses: We will pay any costs that are required to be paid by us under the arbitration administrator's rules and procedures, and subject to applicable law. We will reimburse you for all arbitration filing, administration, hearing, and arbitrator fees in excess of the amount you would be required to pay as a filing fee to commence the same claim in a court of competent jurisdiction. Please check with the arbitration administrator to determine the fees applicable to any arbitration you file. The arbitrator(s) will award all costs and expenses of the arbitration proceeding. You will not be required to reimburse arbitration fees paid by us except upon an express finding that a claim was brought by you in bad faith or was frivolous, but only to the extent permitted by applicable law. **Applying state law**: The laws governing your account may limit the amount of fees and expenses you are required to pay in arbitration. Your arbitration fees and expenses will not exceed any applicable limits. **Paying for attorney/expert/witness fees:** Each party will bear its own attorneys' fees and other litigation expenses except where applicable law permits or requires the arbitrator to award those expenses to a prevailing party. This rule applies no matter which party wins arbitration.

Scope of Arbitration Coverage. Under the terms of these Arbitration Provisions, and except as otherwise set forth herein, Claims (as defined below) will be resolved by individual (and not class-wide) binding arbitration in accordance with the terms specified herein, if you or we elect it. These provisions shall apply to any dispute or other claim arising or relating to any Claim existing now or in the future and shall apply to existing and future accounts, loans and other Credit Union services. For purposes of this Arbitration Provision, the word "Claim" means any dispute associated with or arising from any one or more savings, checking, or other accounts you have with us, and the features and services provided in connection with it or them. Claim also includes, collectively and separately, any services associated with any account. Further, "**Claim**" shall include any loan or lending relationship you have with us as a borrower, co-borrower, guarantor, owner of collateral, or third-party pledgor. A loan or lending relationship shall include any products or services obtained in connection with or arising from the lending relationship. All statutes of limitation applicable to any dispute apply to any arbitration between you and the Credit Union. The provisions of this Arbitration Provision shall survive termination

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or amendment of the account/services relationships or any other relationships between you and the Credit Union.

Notice and Cure. Prior to initiating any arbitration proceeding under this Resolving Disputes Through Alternate Dispute Processes section, you or we, as applicable, shall give the other party written notice of the Claim (a "**Claim Notice**") and a reasonable opportunity, not less than 30 days, to resolve the Claim. Any Claim Notice to you shall be sent in writing by mail to the address you provided in connection with your account (or any updated address you subsequently provide). Any Claim Notice to us shall be sent by mail to South Carolina Federal Credit Union, Attn: CLAIM NOTICE, PO Box 190012, North Charleston, SC 29419-9012, (or any updated address we subsequently provide). Any Claim Notice you send must include your name, address, and information sufficient to identify your account and explain the nature of the Claim and the relief demanded. You may only submit a Claim Notice on your own behalf and not on behalf of any other party. The party giving a Claim Notice must reasonably cooperate in providing any information about the Claim that the other party reasonably requests.

No Waiver of Self-Help or Provisional Remedies. This Arbitration Provision does not limit the right of the Credit Union or you to: (1) preserve or obtain possession of property; (2) exercise self-help remedies, including setoff; or (3) obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during, or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of either party to submit any dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed above.

Arbitrator's Qualifications and Power. Any dispute in which the amount in controversy is $5,000,000 or less will be decided by a single arbitrator selected according to the rules, and who will not render an award of greater than $5,000,000. Any dispute in which the amount in controversy exceeds $5,000,000 will be decided by majority vote of a panel of three arbitrators, provided however, that all three arbitrators must actively participate in all hearings and deliberations. Each arbitrator will be a neutral attorney licensed in the state whose laws govern your account, or a neutral, retired judge in such state, in either case with a minimum of ten years' experience in the substantive law applicable to the subject matter of the dispute to be arbitrated. The arbitrator(s) will determine whether or not an issue is arbitrable and will give effect to the statutes of limitation in determining any Claim. In any arbitration proceeding, the arbitrator(s) will decide (by documents only or with a hearing at the discretion of the arbitrator(s)) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator(s) will resolve all disputes in accordance with the substantive law of the state whose laws govern your account and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator(s) will also have the power to award recovery of all costs and fees, to impose sanctions, and to take such other action as deemed necessary to the same extent a judge could pursuant to the federal rules of civil procedure, the state rules of civil procedure for the state whose laws govern your account, or other applicable law. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy will not constitute a waiver of the right of any party, including the plaintiff, to submit the dispute or Claim to arbitration if any other party contests such action for judicial relief.

Discovery. In any arbitration proceeding, discovery will be permitted in accordance with the rules. All discovery will be expressly limited to matters directly relevant to the dispute being arbitrated and must be completed no later than 20 days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final

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determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

Additional Rules for an Arbitration Proceeding. To the maximum extent practicable, the AAA, the arbitrator(s), the Credit Union, and you will take all action required to conclude any arbitration proceeding within 180 days of the filing of the dispute with the AAA. The arbitrator(s), the Credit Union, or you may not disclose the existence, content, or results thereof, except for disclosures of information by the Credit Union or you required in the ordinary course of business, by applicable law or regulation, or to the extent necessary to exercise any judicial review rights set forth herein. If more than one agreement for arbitration by or between the Credit Union and you potentially applies to a dispute, the arbitration agreement most directly related to your account or the subject matter of the dispute will control. This Arbitration Provision will survive the closing of your account or termination of any service or the relationship between the Credit Union and you.

The Right to Pursue Claims in Small Claims Court. Notwithstanding anything herein to the contrary, for Claims within the jurisdictional limit of a small claims or magistrate court, the parties may elect to waive arbitration and proceed in that venue, and either party may choose to pursue a Claim in small claims or magistrate court, provided that such Claim is within that court's jurisdiction.

Arbitration Location. The location of the arbitration will be determined in accordance with the AAA Consumer Arbitration Rules. Hearings may be conducted virtually, or by other means permitted by those rules. If an in-person hearing is held, it will take place in the federal judicial district in which you reside at the time the arbitration is commenced, unless you and we agree to another location.

32. FORCE MAJEURE. We will not be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond our reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental declarations, acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy. This clause shall continue to apply for a reasonable period of time after the cause addressed above has subsided sufficient to allow resumption of services. **OFFICIAL HEALTH GUIDANCE:** All Credit Union offices reserve the right to follow/implement official health guidance issued by governmental entities and/or health organizations which may include but are not limited to: Closure of Credit Union Offices; Social Distancing; Requiring the use of Personal Protective Equipment (masks, gloves, clear eye coverings or other requirements). These requirements may vary from office to office; and may change from time to time. **FACE MASKS:** For security reasons, all face masks are prohibited unless medically required. If a mask is medically required, members/non-members, contractors and staff, will be asked to temporarily remove it before assistance may be provided and completing a transaction for proper identification. If you feel you cannot remove your mask temporarily for identification in the branch you may use the Credit Union's Drive-Thru as an alternative. We will also consider any requests for special appointments where your identity can be verified before entering Credit Union property.

33. CONDUCT. The Credit Union prohibits any photography, filming, recording of any type, using any device that has or may have the ability or potential to record by any means on any Credit Union premises, including at or near any ATM, or using any other device which may display or allow determination of confidential information, without the Credit Union's prior express permission. The Credit Union prohibits any substantial or repeated disruption, including dangerous or abusive behavior. To help prevent fraud and other unauthorized activity on your account, you agree to take reasonable steps, including but not limited to adhering to

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the terms of this Agreement, to ensure the integrity of your account and items drawn on your account or deposited to it.

34. CONTROLLING LANGUAGE. English is the controlling language of our relationship with you, including the terms of this Agreement. For your convenience, we may, but are not obligated to (unless required by law), translate some forms, disclosures, and advertisements into another language, but if there is a discrepancy, the English version prevails over the translation.

35. INDEMNIFICATION. Except to the extent we fail to exercise ordinary care or comply with this Agreement, you agree to indemnify and hold us harmless from all claims, demands, losses, liabilities, judgments, and expenses (including attorney's fees and expenses) arising out of or in any way connected with our performance under this Agreement. This indemnification section will survive termination of this Agreement. We will not be liable for anything we do when following your instructions. We will not be liable if we do not follow your instructions in accordance with the terms of this Agreement.

36. VIRTUAL CURRENCY. We may not accept accounts transacting in any type of virtual currency services or transaction. We may not be able to monitor or limit such transactions, and you agree that we have no responsibility to detect, block, or limit your transactions in virtual currencies should you choose to engage in such activity despite these prohibitions. We do not accept any type of virtual currency for loan payments or for payment of any other obligation to the Credit Union.

Regulation CC – Funds Availability Policy

This disclosure describes your ability to withdraw funds at South Carolina Federal Credit Union. It only applies to the availability of funds in transaction accounts. The Credit Union reserves the right to delay the availability of funds deposited to accounts that appear to be suspicious or that are not transaction accounts for periods longer than those disclosed in this policy. Please ask us if you have a question about which accounts are affected by this policy.

Important Note: The amounts stated in this Funds Availability Policy are adjusted pursuant to applicable federal laws every five years, with the next adjustment being effective July 1, 2030. The amounts that can adjust are (1) the amounts that must be made available to you immediately; (2) the amounts we must make available to you immediately if we choose to delay availability for an extra day; and (3) the amounts of large deposits and the amounts subject to the special rules for new accounts as addressed below. To determine the actual amount in effect at any specified time, please refer to the Schedule.

1. GENERAL POLICY. Our policy is to make funds from your cash and check deposits available to you on the same business day that we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 4:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 4:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

2. RESERVATION OF RIGHT TO HOLD. In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Funds may not be available until the second (2nd) business day after the day of your deposit. However, the first $275.00 of your deposit will be available on the first (1st) business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the same business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Revisions to NACHA Rules that govern ACH transactions mandate that financial institutions implement risk-based fraud monitoring for ACH transactions, covering both unauthorized transactions and those made under false pretenses. Under these Rules we may place holds on ACH credits to investigate potential fraud and/or suspicious patterns. These holds will generally be for 1-2 days, but may extend for longer periods.

3. LONGER DELAYS MAY APPLY. We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons: (1) we believe a check you deposit will not be paid; (2) you deposit checks totaling more than $6,725 on any one day ("large deposits"); (3) you redeposit a check that has been returned unpaid; (4) you have overdrawn your account repeatedly in the last six (6) months; (5) there is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh (7th) business day after the day of your deposit.

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4. SPECIAL RULES FOR NEW ACCOUNTS. If you are a new member, we reserve the right to apply the following special rules during the first thirty (30) days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first $6,725 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the next business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over $6,725 will be available on the ninth (9th) business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first $6,725 will not be available until the second (2nd) business day after the day of your deposit. Funds from all other check deposits will be available on the seventh (7th) business day after the day of your deposit.

5. DEPOSITS AT AUTOMATED TELLER MACHINES. Our Machines. If you make a deposit at an ATM identified as a South Carolina Federal Credit Union machine, your deposit will generally be available on the second business day after the day of deposit and is otherwise subject to the possible longer holds as applicable. We do not accept check deposits at any Machine that is not ours.

6. FOREIGN CHECKS. Checks drawn on financial institutions located outside the US (foreign checks) cannot be processed the same as checks drawn on US financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposit of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which it is drawn. Foreign checks with no routing numbers and payable in foreign currency are not accepted for deposit. These items must be sent as a collection item. Foreign checks payable through a US bank with routing numbers and payable in US dollars may be available subject to this Funds Availability Policy.

Regulation E - Electronic Funds Transfer Agreement/Disclosure

The following are types of Electronic Funds Transfers we may offer now or in the future, not all of which may apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. By signing any Account Opening Documentation for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered. When you enroll in online or mobile banking or other services, we will provide you the applicable agreements that govern the use of those services. You agree that these terms shall apply to those other services except where those other agreements expressly provide other or contrary terms.

1. MASTERCARD DEBIT CARD. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law including using your card to initiate any type of gambling transaction. Funds to cover your card signature-based transactions will be deducted from your checking account. For one-time debit transactions, you must consent to the Credit Union's overdraft protection plan (Courtesy Pay) in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Refer to the Insufficient Funds (NSF) and Overdrafts (OD) section of this Agreement.

You may use your card and personal identification number (PIN) in automated teller machines of the Credit Union and such other machines or facilities as the Credit Union may designate. You may also access CardFree Cash utilizing an access code and your PIN at select ATMs. At the present time, you may also use your card to: (1) make deposits (where allowed), withdrawals, transfer funds to and from, and obtain balance information on your Savings and Checking accounts; (2) make point-of-sale (POS) transactions with your card for signature based and with your personal identification number (PIN) to purchase goods or services at merchants that accept MasterCard; (3) order goods or services by mail, or telephone, or over the Internet from places that accept MasterCard – these purchases may require you to provide card number security information before you will be permitted to complete the transaction.

There are limitations on the frequency and amount of MasterCard Debit Card transactions that you make in any one day. Transaction amounts are limited to the amount of sufficient funds in your account as well as limits set for the number of uses per day, maximum dollar limits for point of sale and ATM transactions as well as money transfers. These limits are set for security reasons and may change from time to time.

Generally, we are not responsible for damages resulting from an ATM or merchant terminal malfunction. We charge a fee for each transaction at a non-Credit Union ATM, as set forth in the Schedule, and the non-Credit Union ATM owner/operator may charge a fee as well and may set their own withdrawal limits. The non-Credit Union ATM owner/operator fee is included in the total transaction amount that is withdrawn from your account and will apply to your card's daily ATM withdrawal limit.

When we approve a transaction or purchase, we call that an "authorization." We may limit the number of authorizations we allow during a period of time – for example, if we notice unusual use of your card or suspect fraudulent or unlawful activity. For security reasons, we cannot explain the details of the authorization system. If we do not authorize the payment, we may notify the person who attempted the payment that it has been refused. We will not be responsible for failing to give an authorization.

We may, without telling you, change your daily purchase or ATM withdrawal limit and the frequency and amount of MasterCard Debit Card transactions you may make.

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Using Your Debit Card Through a Mobile Device. When you use your debit card with your mobile device for transactions: (1) availability may be affected by your mobile carrier's coverage area, and your mobile carrier may charge you message and data rates, or other fees; (2) your debit card information is sent across wireless and computer networks; (3) information about your mobile device may be transmitted to us; (4) you should secure the mobile device the same as you would cash, credit cards, and other valuable information, including password protecting and locking it to help prevent unauthorized transactions; (5) you should notify us promptly if the mobile device is lost or stolen; (6) when you make a purchase or payment using your mobile device, the merchant may not provide an option for cash back; (7) a physical card may be required for access to some Credit Union ATMs; (8) we may automatically provide digital wallet operators with updated digital card number information, such as when your card is replaced or reissued; (9) third parties, such as merchants, card association networks, mobile carriers, digital wallet operators, mobile device manufacturers, and software application providers may use and receive your digital card number, and may receive information about your mobile device; (10) Overdraft Protection and Courtesy Pay terms will apply to debit card transactions made through a mobile device; (11) we may, at any time, partially or fully restrict your ability to make debit card transactions through a mobile device.

Contactless ATMs. You may be able to access some Credit Union ATMs by holding your mobile device or your debit card close to the Contactless Symbol displayed on the ATM. Each time you access such an ATM with your mobile device or your debit card and PIN, you may be limited to one monetary transaction.

2. PHONE BANKING (AUDIO RESPONSE). For Phone Banking audio response access service for your accounts, a separate PIN will be assigned to you, which then can be personalized. You must use your PIN along with your account number to access your accounts. At the present time you may use the audio response access service to: (1) transfer funds from your Savings, Checking, Money Market, and Personal Access Line and Home Equity Line of Credit accounts; (2) obtain balance information for your Savings, Checking, all other deposit accounts offered, and loans; (3) make loan payments from your Savings, Checking and Money Market accounts; (4) make a transfer using a South Carolina Federal credit card – we may also allow transfers to any savings or checking account; (5) determine if a particular item has cleared; (6) verify the last date and amount of your payroll deposit, current savings and investment rates, credit card and payment information.

Your accounts can be accessed by Phone Banking via a touch-tone telephone. Phone Banking will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for data processing. There is no limit to the number of inquiries; however, there may be limits on the number of transactions and per transaction dollar amounts that you may make in any one (1) day. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. 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.

3. PREAUTHORIZED EFTS.

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 account(s).

Preauthorized Debits. Upon instruction, we will pay certain recurring transactions from your Checking account. **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 of preauthorized transfers from your account. You must notify us at least three business days

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before the transfer is scheduled to occur. We may require you to put your request in writing and forward it to us within 14 days after you notify us orally. You understand that the exact information is necessary for the Credit Union's computer to identify the item. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the item. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the item. If we recredit your account after paying an item 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 item and assist us in any legal action.

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.

Liability for Failure to Stop Payment of Preauthorized Transfers. If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. Please note that we cannot stop payment on a purchase transaction unless it is a preauthorized electronic fund transfer.

4. REMITTANCE TRANSFERS. The term remittance transfer typically describes an electronic transaction where a consumer sends funds to a recipient (consumer or organization) in another country. Remittance transfers may include international wire transfers, international western union transfers, etc.

If you want to cancel a remittance transfer. You have the right to cancel a remittance transfer and obtain a refund of all funds paid to us, including any fees. In order to cancel, you must contact us at the phone number listed below in the Errors or Questions about Transactions section within 30 minutes of payment for the remittance transfer. When you contact us, you must provide us with information to help us identify the transfer you wish to cancel, including the amount and location where the funds were sent. We will refund your money within three (3) business days of your request to cancel a transfer as long as the funds have not already been picked up or deposited into a recipient's account Any request for cancellation is subject to applicable security procedure(s). We shall have no liability if such cancellation is not effected. Furthermore, you shall be solely liable for any and all damages arising or related to any cancellation; and agree to indemnify and hold us harmless from any and all liabilities, costs, and expenses we may incur in attempting to cancel any transfer.

5. ONLINE BANKING. For Online Banking access, you will be presented with the Digital Banking Services Agreement upon initial login and you will need your account type and number, date of birth, and Social Security number. You will be prompted to update your user name and password the first time you login. For security purposes, there are other authentication requirements necessary based on account access and transaction activity as outlined in the Digital Banking Services Agreement.

6. MOBILE BANKING. You can access Online Banking using mobile devices with Web browsing capabilities and an active data plan using the same login used for Online Banking. Mobile Apps are available with iPhone® and Android™ phones.

7. ONLINE BILL PAY. We process payments through a third party vendor. You can sign up for this service through Online Banking. Additional features and services may be available in Online, Mobile, and Online Bill Pay. Please refer to our website at scfederal.org and your Digital Banking Services Agreements for additional information.

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8. ELECTRONIC CHECK CONVERSIONS (ECK). An ECK transaction occurs when a member authorizes a one-time EFT from his or her account using information from a check to initiate the transfer. An electronic check conversion transaction can only be proceeding when it has been authorized by the member. A member authorizes the transaction when he or she receives the appropriate notice and then goes forward with the transaction. You agree that any such transaction is subject to all applicable terms and conditions set forth in this Electronic Transfers Section of your Account Agreement.

9. OVERDRAFTS. Details of our overdraft procedures are provided in the Insufficient Funds (NSF) and Overdrafts (OD) section of this Agreement.

10. TEMPORARY HOLDS AND AUTHORIZATIONS FOR AMOUNTS IN EXCESS OF TRANSACTIONS To facilitate electronic transactions you make, we may place temporary holds on funds available in the account that your card is attached to. These holds may be for periods of up to 72 hours or more; and are generally imposed by the transaction networks that process your payment requests. The funds subject to the hold will be subtracted from your available balance. The Credit Union can neither control the parties with whom you do business nor regulate the processing of transactions through the commercial networks used to facilitate your transactions. It is your obligation to ensure sufficient funds are available at all times to cover the transactions you make - including the amount that may be subject to these holds. Pursuant to the processing networks' rules a merchant may obtain authorization more than the total estimated amount of your actual purchase. This is deemed to be an "authorized amount" by you and the authorized amount will not be available for up to 72 hours or more after your bill is finally settled with such merchant(s), which can result in insufficient funds in the account that your card is attached to. Even if your bill is satisfied with another form of payment, the merchant/retailer may continue to hold the funds as originally authorized by you for these time periods.

11. CONDITIONS OF EFT SERVICES.

a. 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. If you or we cancel your card or card banking access, you must pay for any card transactions made before the card is cancelled.

b. Honoring the Card. Neither we, nor merchants authorized to honor the card, will be responsible for the failure or refusal to honor the card 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.

c. Foreign Transactions – MasterCard. Purchases, cash advances and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate used to convert foreign currency transactions to U.S. dollars is either a government-mandated exchange rate or a wholesale exchange rate and is selected by MasterCard. The rate MasterCard uses for a particular transaction is the rate MasterCard selects for the applicable currency on the day the transaction is processed. This rate may differ from the rate applicable on the date the transaction occurred or was posted to your account. A cross-border transaction fee will be charged on all transactions completed outside of the United States, where the cardholder's country code differs from the merchant's country code. A "**cross-border transaction**" shall include both (a) transactions initiated in a foreign country, which are subsequently settled in the United States, and (b) transactions initiated in the United States and ultimately settled in a country outside of the United States. In addition, a currency conversion fee will be charged on all transactions completed in a foreign currency.

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If you effect or authorize a transaction with your MasterCard in a currency other than US dollars, the currency conversion fee will be charged even if you are physically located within the United States when you effect or authorize the transaction. All fees are calculated based on the transaction amount after it is converted to U.S. dollars. These fees are charged except where excluded. The Credit Union will assess the fees to you to reimburse it for the fee it is required to pay for each of your transactions subject to these terms. MasterCard's processing rules are incorporated herein, as amended from time to time.

d. Security of Access Code. You may use one (1) or more access codes, such as a PIN, with your electronic funds transfers. The access codes issued to you are for your security purposes. Any codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. 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, such authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any person you authorize to use an access code may withdraw or transfer funds from any of your accounts and that you will, to the extent allowed by applicable law, be responsible for all transaction made by that person or anyone else to whom that person gives the access code. 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.

e. Multiple Party Accounts. If any of your accounts accessed under this Agreement are multiple party 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 hereby is authorized by every other joint account owner to, 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.

f. Stop Payment. Except as specifically provided herein, the Credit Union cannot honor stop payment requests on any transaction.

g. Blocked Transactions. For security reasons, we may block the use of your card in certain countries or geographic areas. You may contact us to request the removal of a blocked area, if allowed by law.

h. Reliance on Identification Numbers. If an instruction or order to transfer funds describes the party to receive payment inconsistently by name and account number, we will rely on the beneficiary account number even if the account number identifies a party different from the named recipient. If an instruction or order to transfer funds describes a participating financial institution inconsistently by name and identification number, the identification number may be relied on as the proper identification of the financial institution.

i. ACH Transactions. When we credit your account for an ACH payment, the payment is provisional until we receive final settlement through a Federal Reserve Bank or otherwise receive payment. If we do not receive final settlement or payment, we are entitled to a refund from you for the amount credited to your account. Any Originating Depository Financial Institution may initiate, pursuant to ACH Operating Rules, ACH debit entries to your account for presentment or re-presentment of items you write or authorize. If you provide information for an ACH debit entry that is incorrect or subject to change (for example, if the sender changes its company identification number or individual identification number), it may result in payment of the ACH debit entry. You acknowledge this risk and agree that you are responsible for notifying

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the sender of the ACH debit entry that your authorization has been revoked. You agree to indemnify and hold us harmless from and against any loss we incur as a result of our paying an ACH debit entry, if any of the information relied on in a stop payment order is incorrect or incomplete, or as a result of our not paying an ACH debit entry for which a valid stop payment order is in effect. You may request a stop payment order for an ACH debit entry that has not already been paid from your account. To be effective, the stop payment order, and a revocation of a stop payment order, must be received in a time and manner that gives us a reasonable opportunity to act on the applicable ACH debit entry. If you provide verbal instructions, we may require confirmation in writing. If such written confirmation is not received, we may remove the stop payment order after 14 days. To place a stop payment order on an ACH debit entry, you must provide (i) your account number, (ii) amount of the ACH debit entry, (iii) effective date, and (iv) payee name. We may request additional information. We may be able to place a stop payment order based on the company identification number of the sender/payee, but this may stop all ACH entries received from this sender/payee.

j. Incoming International Wire Transfers. Incoming wire transfers received in a foreign currency for payment into your account will be converted into U.S. dollars using the applicable exchange rate without prior notice to you.

12. FEES AND CHARGES. There are certain fees and charges for electronic funds transfer services. For a current listing of all applicable fees, see our current Schedule.

If you use an ATM that is not owned by us, you may be charged a fee by the ATM operator or any network used to complete the transfer, including balance inquiries. The fee will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

13. 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. However, TELL US AT ONCE if you believe your card and/or access code has been lost or stolen or if you believe someone has used your card or access code or otherwise accessed your accounts without your permission or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit).

You are not liable for an unauthorized MasterCard debit card transaction that was not conducted at an ATM if you can demonstrate that you exercised reasonable care in protecting your card from loss or theft, you have not reported two (2) or more incidents of unauthorized use in the past twelve (12) months, and your account is in good standing. Otherwise, your liability for an unauthorized MasterCard debit card transaction that was not conducted at an ATM will be no more than $50.

For all other EFT transactions involving access devices, including transactions conducted at ATMs, your liability for unauthorized transactions is determined as follows. If you tell us within two (2) business days, you can lose no more than $50 if someone used your card or code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or code, and we can prove that we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as $500.

Also, if your statement shows transfers that you did not make including those made by card, code or other means, TELL US AT ONCE. If you do not tell us within sixty (60) days after the statement was mailed or otherwise made available to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from

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telling us, we will extend the time periods. If you believe your card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, contact us at the number or address listed below in the Billing Errors section.

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

You have the right to reverse any unauthorized ACH payment that was debited from your account. You must notify us in writing no later than 15 days after we send or otherwise make available to you the account statement that reflects the payment you want to reverse.

For all other funds transfers, you must notify us within 14 days after we notify you that the instruction or order was accepted or your account was debited or credited for the funds transfer, whichever is earlier, to be entitled to a refund from us. If you do not notify us within 14 days, we will be entitled to retain payment for the funds transfer.

Erroneous Payment Orders. You could lose funds if you provide incomplete or inaccurate information in your payment orders. We have no obligation to detect errors you make in payment orders (for example, paying the wrong person or the wrong amount). If we detect an error, it does not obligate us to detect future errors. We are not responsible to refund any funds if you give us an Erroneous Payment Order.

14. RIGHT TO RECEIVE DOCUMENTATION. We will disclose information to third parties about your account or the transfers you make:

a. Periodic Statements. Transfers and withdrawals made through any ATM or POS terminal, debit card transactions, preauthorized EFTs, Online Banking, Bill Pay, and Phone Banking transactions 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.

b. Terminal Receipt. You can get a receipt at the time you make any transaction involving your account using an ATM and/or (POS) terminal.

c. Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt from the person or company making the deposit (such as a pay stub), you can find out whether or not the deposit has been made by calling (800) 845-0432. This does not apply to transactions occurring outside the United States.

15. 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 consumer reporting agency or merchant; (3) to comply with government agency or court orders; or (4) if you give us your written permission.

16. BUSINESS DAYS. Our business days are listed in our Schedule.

17. CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events if: (1) through no fault of ours, there is not enough money in your accounts to complete the transaction, or if the transaction involves a loan request exceeding your credit limit; (2) you have not properly followed instructions for operation of the ATM or system; (3) the ATM where you are making the transfer does not have enough cash; (4) the ATM was not working properly and you knew about the problem when you started the transaction; (5) circumstances beyond our control (such as fire, flood, or power

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failure) prevent the transaction; (6) the money in your account is subject to legal process or other claim; (7) the transaction would exceed one of the established limits contained in this Agreement or by other South Carolina Federal Agreements; (8) access to your account has been blocked after you reported it lost or stolen or you use a damaged or expired access device; (9) the Credit Union has a reasonable basis to believe an access device has been compromised, or that other actions or circumstances cause us to believe there is a possibility of unauthorized activity or other risk involving an access device we have issued; (10) there is some other exception stated in our Agreement with you.

18. 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. We reserve the right to change the terms and conditions upon which this service is offered. We will provide notice to you at least twenty-one (21) days before the effective date of any change. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

19. ERRORS OR QUESTIONS ABOUT TRANSACTIONS. In case of errors or questions about electronic funds transfers telephone us at the following number or send us a written notice to the following address as soon as you can. For errors involving your Personal Access Line of Credit (PAL) or Credit Card, refer to the loan agreement and disclosures for a description of your rights. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. Call us at:

(800) 845-0432 or write to:

South Carolina Federal Credit Union
PO Box 190012
North Charleston, SC 29419-9012

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about and explain, as clearly as you can, why you believe the Credit Union has made an error or why you need more information.
- Tell us the dollar amount of the suspected error.

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

We will determine whether an error has occurred within ten (10)* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty- five (45)** days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10)* business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

* For new accounts, we will have twenty (20) business days instead of ten (10) business days to credit your account for the amount you think is in error.

** For errors involving new accounts, point of sale, or card not present transactions, or errors involving a transaction initiated outside the U.S. its possessions and territories, we will have ninety (90) days instead of forty- five (45) days to investigate.

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After you notify us of unauthorized account activity, we may ask that you (i) complete and return a claim form and other documents, and (ii) notify law enforcement.

Errors on Remittance Transfers. If you think there has been an error or problem with your remittance transfer, call or write to us using the contact information listed above. You must contact us within 180 days of the date we promised to you that funds would be made available to the recipient. When you do, please tell us: (1) Your name and address [or telephone number]; (2) The error or problem with the transfer, and why you believe it is an error or problem; (3) The name of the person receiving the funds, and if you know it, his or her telephone number or address; (4) The dollar amount of the transfer; and (5) The confirmation code or number of the transaction. We will determine whether an error occurred within 90 days after you contact us and we will correct any error promptly. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.

20. SECURITY USING CARDS, ATMS, AND NIGHT DEPOSIT FACILITIES. The following information is a list of safety precautions regarding the use of cards, ATMs, and night deposit facilities.

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- 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.
- 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.
- 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.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your PIN or access code on your debit card. Be sure no one sees you enter your PIN.
- Keep your engine running when you use a drive-up ATM. Keep your doors locked and your passenger window up.
- Shop with merchants you know and trust.
- Make sure your internet transactions are secure. Look for secure transaction symbols.
- Log off from any site after you make a purchase. If you cannot log off, shut down your browser to keep someone from accessing your information.
- Avoid sending your card number through email because it is not secure. Do not give your number over the phone unless you made the call.
- Destroy your old card if you receive a replacement.
- Before using a merchant terminal or ATM, look at it for possible tampering or for the presence of any unauthorized attachment that could capture your card information or PIN.

Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.

South Carolina Federal Investment Solutions®

Building a Stronger Financial Future with South Carolina Federal Investment Solutions

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Whether you are looking for comprehensive financial guidance, working toward a specific goal, or simply seeking a second opinion, the financial advisors are here to help you:

- Accumulate assets for the future (save and invest for retirement, education, or other major goals)
- Create income in retirement
- Financial planning
- Manage wealth
- Plan your legacy
- Rollover services

For more information, call (843) 569-4917, visit scfederal.org/investments, or email investmentsolutions@scfederal.org.

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- **One-stop shopping** – Our team of advisors can take care of all of your insurance needs, saving you time and helping you stay organized.

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