

**credit union**  
**OF DENVER**  
SMART. LIKE YOU.



# MEMBERSHIP BOOKLET

February 2024



Your savings federally insured to at least \$250,000  
and backed by the full faith and credit of the United States Government

# NCUA

National Credit Union Administration, a U.S. Government Agency

This booklet contains important information, restrictions and regulations that govern your account(s) with Credit Union of Denver. Please read through this booklet, as it will explain your responsibilities and ours in maintaining your account(s). Contact us if you have any questions at 303-234-1700 or 1-800- 279-3288. Please retain this booklet for your records.

*Credit Union of Denver* was established in 1931 by federal employees. Our charter, the oldest credit union charter issued in the State of Colorado, has been amended over the years to include a variety of government agencies, local businesses, schools, counties, and family members. Unlike other financial institutions, a credit union is a “not for profit” financial cooperative, owned entirely by its members. Profits are returned to our membership in the form of higher dividends, lower loan rates, and minimal fees.

As a Prime Shares depositor, you immediately take on the status of a member-owner. All natural-person members 18 years of age or older and in good standing may annually vote for the individuals who oversee and direct the operations of Credit Union of Denver. We offer a wide variety of financial services to meet the needs of our diverse membership. This booklet will outline the products and services in addition to the policies and regulations governing your membership Account. We look forward to providing you with excellence in our financial products and level of service.

## MEMBERSHIP QUALIFICATIONS

---

Eligibility to open an account at Credit Union of Denver occurs through the following field of memberships:

- Employer/Association - Your employer/association may offer membership as a benefit. It is a simple process at no cost or obligation to them.
- Family - Any immediate family member.
- School - Students of selected high schools and colleges.
- All persons who reside or work in Adams, Arapahoe, Boulder, Denver, Douglas, and Jefferson Counties.
- Become a member of Consumers United Association

## USA PATRIOT ACT

---

To help the government fight the funding of terrorism and money laundering activities, federal law requires Credit Union of Denver to obtain, verify and record information that identifies each person who opens an account. What this means for you:

*When we open an account, we will ask for your:*

- Name
- Physical Home Address
- Date of Birth
- Taxpayer Identification Number (SSN or EIN)

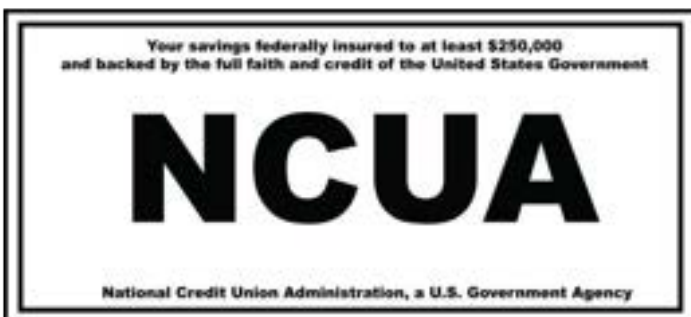
*We may also ask for other information to help identify you including, but not limited to:*

- Driver's License or other Government Issued Identifying Documents
- Phone Number
- Occupation
- Fingerprint

## INSURED FUNDS

---

Members' deposits are federally insured up to at least \$250,000 per ownership of account by the National Credit Union Administration (NCUA), an agency of the federal government; one of the strongest deposit insurance funds in the nation. Individual Retirement Accounts are separately insured up to 250,000 by NCUA. Your funds are safe, sound, and secure. You may also obtain additional insurance information at [www.ncua.gov](http://www.ncua.gov) or 703-518-6300. For current rates, terms, and additional information, please refer to our Rate & Fee Schedule or contact a Credit Union of Denver representative at 303-234-1700 or 1-800-279-3288 or visit [cudenver.com](http://cudenver.com)



## CONTACT US

---

Main Branch / Corporate Office	9305 West Alameda Avenue	Lakewood, Colorado 80226
General Information	303.234.1700 or 1.800.279.3288	
Member Services FAX	303.238.3157 or 303.239.1108	
Account Services, Card Services, or Investment Information	303.234.1700 or 1.800.279.3288	
Loan Account Information	303.234.1700 or 1.800.279.3288	
Loan Applications	303.202.5659 or 1.800.280.0234 or cudenver.com	
Mortgages – 1st	303.202.5659 or 1.800.280.0234 or cudenver.com	
Mortgages - 2nd & HELOC	303.202.5659 or 1.800.280.0234 or cudenver.com	
<b>Lost/Stolen MasterCard®</b>	<b>Notify Us immediately at 866.820.5890</b>	
<b>Lost/Stolen /Debit Card</b>	<b>Notify Us immediately at 303.963.1340 or 1.888.918.7746</b>	
Reorder Checks	1.800.355.8123 or cudenver.com	
Call-24	303.231.9014 or 1.800.951.9014	
Online/Mobile Banking	1-800-279-3288 or access through website at cudenver.com	
Sign Up or Reset PIN	303.234.1700	
Email	cudenver.com	
Website	cudenver.com	
Routing Number	307075259	

## DEPOSIT ACCOUNTS

---

- Prime Share Account
- Money Market Accounts
- Account for Members' Living Trust
- Business Accounts
- Holiday Accounts
- Certificates (Share Certificates) – various terms, rates, and minimum deposits
- Individual Retirement Accounts (IRAs) – Traditional, Roth; Daily Deposit and Certificate Accounts
- Coverdell Education Savings Accounts - ESAs); Daily Deposit and Certificate Accounts
- Checking Accounts – Basic, Interest, Interest Rewards, and Cashback Rewards Accounts
- Transfer to Minor Accounts (TTM)

## LOANS

---

- Auto/Motorcycle/Classic Auto Loans
- Credit Cards (Platinum and Secured)
- Mortgages (1st, 1st Place, 2nd, HELOC)
- Overdraft Line of Credit
- Personal Loans
- Recreational Vehicles
- Secured Loans
- Secured by Savings or Certificate (Share Certificate)
- 24 Hour Lending

## OTHER SERVICES

---

- ATMs
- Bank by Mail
- Banking On-Line
- Bill Pay On-Line
- Mobile Banking
- Mobile Deposit Capture
- Call-24 (Telephone access)
- Coin Counting (Alameda)
- Safe Deposit Boxes (Alameda)
- Credit Life and Disability Loan Insurance
- CU Rewards™ (MasterCard reward points)
- Direct Deposit
- Drive-Up Tellers (Alameda)
- eStatements
- Financial Counseling
- Insurance Options
- Lobby Tellers (Alameda, 67, Tivoli)
- MasterCard® & Visa® Cash Advances
- Mechanical Breakdown Auto Insurance
- Money Orders
- Night Depository
- Shared Branching (Alameda, Tivoli)
- Notary Service
- Photocopies
- Payroll Deduction
- Signature Guarantees (Medallion)
- Wire Transfers

MEMBERSHIP QUALIFICATIONS .....	1
USA PATRIOT ACT.....	1
INSURED FUNDS .....	1
CONTACT US.....	2
DEPOSIT ACCOUNTS.....	2
LOANS .....	2
OTHER SERVICES .....	2
Membership & Account Agreement.....	8
1. MEMBERSHIP ELIGIBILITY .....	8
2. NEW MEMBERS .....	8
3. INDIVIDUAL ACCOUNT.....	8
4. JOINT OWNERSHIP ACCOUNT .....	8
5. MULTIPLE SHARE ACCOUNT .....	9
6. BUSINESS ACCOUNT .....	9
7. YOUTH SHARE ACCOUNT .....	10
8. TRANSFER TO MINOR ACCOUNT .....	10
9. COVERDELL EDUCATION SAVINGS ACCOUNT (ESA).....	10
10. INDIVIDUAL RETIREMENT ACCOUNT (IRA) (TRADITIONAL & ROTH) .....	10
11. ACCOUNT FOR LIVING TRUST .....	11
12. PAYABLE ON DEATH (POD) BENEFICIARY .....	11
13. UNLAWFUL INTERNET GAMBLING .....	11
14. OVERDRAFTS .....	11
15. CHECKING ACCOUNT.....	11
16. ACTUAL BALANCE.....	13
17. AVAILABLE BALANCE.....	13
18. PRESENTMENT .....	13
19. POST DATED CHECKS.....	13
20. STALE DATED CHECKS .....	13
21. NAME ON ACCOUNT.....	13
22. ADDRESS ON ACCOUNT .....	13
23. COMMUNICATION.....	13
24. IDENTIFICATION.....	14
25. USE OF BIOMETRICS/FINGERPRINTS.....	14
26. MEMBERSHIP CARD(S) & ADDENDUM(S) .....	14
27. POWER OF ATTORNEY (POA) .....	14
28. DEATH OF AN OWNER.....	14
29. SUBSTITUTE CHECKS .....	14
30. STOP PAYMENT.....	15
31. AUTHORIZED SIGNATURE .....	15
32. ACCESSIBILITY .....	15
33. ACH & WIRE TRANSFERS .....	15

34. SIGNATURE VERIFICATION .....	16
35. RATES & FEES.....	16
36. WITHDRAWAL RESTRICTIONS.....	16
37. TRANSFER LIMITATIONS .....	16
38. ENDORSEMENTS.....	16
39. THIRD-PARTY CHECKS .....	16
40. COLLECTION OF ITEMS .....	17
41. FINAL PAYMENT.....	17
42. RETURNED DEPOSIT ITEMS .....	17
43. RIGHT OF OFFSET .....	17
44. DIRECT DEPOSIT.....	17
45. CREDITING OF DEPOSITS .....	17
46. CROSS ACCOUNT TRANSFERS .....	17
47. CREDIT UNION LIABILITY.....	18
48. LIENS & SECURITY INTERESTS.....	18
49. LEGAL PROCESS .....	18
50. TAXPAYER IDENTIFICATION NUMBERS & BACKUP WITHHOLDING .....	18
51. ACCOUNT RENUMBER .....	18
52. FRAUD.....	18
53. MEMBERS WHO CAUSE THE CREDIT UNION ANY LOSS .....	19
54. TERMINATION OR RESTRICTION OF MEMBERSHIP, ACCOUNT(S) & SERVICE(S).....	19
55. ADDRESS CHANGES & NAME CHANGES .....	19
56. AGENCY DESIGNATION.....	19
57. CREDIT REPORTING.....	19
58. INACTIVE ACCOUNTS .....	19
59. SEVERABILITY .....	20
60. STATEMENTS.....	20
61. FOREIGN TRANSACTIONS.....	20
62. THIRD-PARTY TRANSACTIONS.....	20
63. CREDIT UNION'S RIGHT TO INVESTIGATE .....	20
64. CREDIT UNION'S RIGHT TO REPORT .....	21
65. WRITTEN NOTICE.....	21
66. CHANGE IN TERMS .....	21
67. RELEASE OF INFORMATION NECESSARY TO PERFORM REQUESTED TRANSACTIONS .....	21
68. RECORDING CONVERSATIONS .....	21
69. AUDIT COOPERATION .....	21
70. ENFORCEMENT .....	21
71. DISPUTES FOR CHARGED-OFF ACCOUNTS, LOANS, & CREDIT BUREAU REPORTS .....	21
72. ARBITRATION & WAIVER OF CLASS ACTION.....	21
Mobile Deposit Capture Agreement.....	23
1. ACCEPTANCE OF TERMS .....	23

2.	DEFINITIONS.....	23
3.	ELIGIBILITY .....	23
4.	INELIGIBILITY .....	23
5.	MOBILE DEPOSIT CAPTURE SERVICE .....	23
6.	PROCESSING TIMES .....	23
7.	MEMBER RESPONSIBILITIES.....	23
8.	MOBILE BEST PRACTICES & SECURITY PROCEDURES .....	25
9.	COMPLIANCE WITH THE LAW .....	25
10.	CREDIT UNION’S RIGHTS & RESPONSIBILITIES .....	25
11.	MEMBER REPRESENTATIONS & WARRANTIES .....	26
12.	MEMBER INDEMNIFICATION .....	26
13.	DISCLAIMERS.....	26
14.	CREDIT UNION’S LIABILITY .....	26
15.	MISCELLANEOUS ASSIGNMENT.....	27
16.	CONSENT TO BREACH NOT WAIVED .....	27
17.	NOTICES.....	27
18.	FORCE MAJEURE .....	27
19.	ENTIRE AGREEMENT: AMENDMENT.....	27
20.	SEVERABILITY .....	27
21.	GOVERNING LAW.....	27
22.	ARBITRATION & WAIVER OF CLASS ACTION.....	27
23.	RELATIONSHIP OF PARTIES.....	28
24.	NO THIRD-PARTY BENEFICIARIES.....	28
25.	CAPTIONS & HEADINGS.....	28
26.	USE OF TRADEMARK.....	28
27.	ACCOUNT RECONCILIATION.....	28
28.	CONTINGENCY PLAN .....	28
29.	INTERNET DISCLAIMER.....	28
30.	EXHIBIT A DEFINITIONS.....	29
	<b>Electronic Funds Transfer Agreement &amp; Regulation E Disclosure .....</b>	<b>31</b>
1.	EFT SERVICES.....	31
2.	ELECTRONIC CHECK CONVERSION / ELECTRONIC RETURNED CHECK FEES.....	32
3.	TYPES OF AVAILABLE TRANSFERS AND TRANSACTIONS .....	32
4.	LIMITATIONS AND FEES.....	33
5.	RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS.....	34
6.	PROTECTING YOUR PERSONAL IDENTIFICATION NUMBER (PIN) & PASSWORD.....	34
7.	RIGHT TO STOP PAYMENT FOR PRE-AUTHORIZED EFTS.....	34
8.	BILL PAYMENT SERVICES.....	34
9.	NOTICE OF VARYING AMOUNTS FOR PRE-AUTHORIZED EFTS .....	34
10.	CONSUMER LIABILITY.....	34
11.	CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS .....	36

12. BILLING ERRORS .....	36
13. TERMINATION OF EFT SERVICES .....	37
14. NOTICES .....	37
15. THIRD-PARTY TRANSACTIONS .....	37
16. ENFORCEMENT .....	37
17. CREDIT UNION’S RIGHT TO INVESTIGATE .....	37
<b>Wire Transfer Agreement &amp; Regulation J Disclosure.....</b>	<b>38</b>
ACCEPTANCE OF PAYMENT ORDERS .....	38
SECURITY PROCEDURES .....	38
IMPOSSIBILITY OF PERFORMANCE .....	38
INDEMNIFICATION.....	38
NOTIFICATION .....	38
CHOICE OF LAW .....	38
CUT OFF TIME FOR FUNDS TRANSFERS .....	38
FEES .....	38
PROVISIONAL CREDIT.....	38
YOUR LIABILITY FOR INCORRECT INFORMATION .....	39
LIMITATION OF LIABILITY .....	39
<b>Expedited Funds Availability Act &amp; Regulation CC Disclosure.....</b>	<b>40</b>
DETERMINING THE AVAILABILITY OF A DEPOSIT.....	40
IMMEDIATE AVAILABILITY FOR CERTAIN ITEMS .....	40
AVAILABILITY FOR OTHER ITEMS .....	40
LONGER DELAYS MAY APPLY.....	40
SPECIAL RULES FOR NEW ACCOUNTS .....	40
ATM / SHARED BRANCH DEPOSITS .....	40
FOREIGN CHECKS .....	40
<b>Unlawful Internet Gambling Enforcement Act &amp; Regulation GG Disclosure.....</b>	<b>41</b>
INTERNET GAMBLING TRANSACTIONS .....	41
<b>Truth in Savings Act Disclosure .....</b>	<b>42</b>
PRIME SHARE ACCOUNT .....	42
HOLIDAY ACCOUNT .....	42
BASIC CHECKING ACCOUNT .....	42
INTEREST CHECKING ACCOUNT .....	42
INTEREST REWARDS CHECKING ACCOUNT .....	42
CASHBACK REWARDS CHECKING ACCOUNT .....	43
YOUTH SHARE ACCOUNT .....	43
TRANSFER TO MINOR ACCOUNT .....	44
SPECIAL SHARE ACCOUNT .....	44
SECURED CARD SAVINGS ACCOUNT.....	44
MONEY MARKET ACCOUNT.....	44
HIGH YIELD MONEY MARKET ACCOUNT .....	45

MILE HIGH MONEY MARKET ACCOUNT ..... 45

CERTIFICATES (SHARE CERTIFICATES) ..... 45

INDIVIDUAL RETIREMENT ACCOUNT / COVERDELL EDUCATION SAVINGS ACCOUNT / DAILY  
DEPOSIT IRA/ESA..... 46

IRA / ESA CERTIFICATES ..... 46

BUSINESS SAVINGS ACCOUNT ..... 46

BUSINESS CHECKING ACCOUNT ..... 46

Privacy Notice & Regulation P Disclosure..... 47



# Membership & Account Agreement

In this Membership & Account Agreement (hereinafter referred to as the Account Agreement), we will refer to the words “you” and “yours” as meaning anyone who signs an Application for Membership, and the words “our”, “we”, “us”, or “the credit union” as meaning Credit Union of Denver. The word “account” means any one or more savings or other accounts you have with us. The words “share” means savings account and the words “share draft” means checking. Your Application for Membership and your account will be governed by the credit union’s bylaws and policies, applicable Federal and State laws and regulations, this Account Agreement, any account receipt, the Truth-in-Savings, our Rate & Fee Schedule, the Expedited Funds Availability Act (Regulation CC), the Electronic Funds Transfer Act (Regulation E), the Wire Transfer Agreement (Regulation J), and amendments thereto of the credit union. All sub accounts require the same ownership as designated on your Application for Membership. By signing your Application for Membership, all account owners agree to the terms and conditions of the account and the Account Agreement as established by the credit union. The terms and conditions of your account and the terms of the Account Agreement may change from time to time, and you will be held liable for transaction requests using agreed upon procedures. As required by law, the credit union will notify you of changes in fees, terms or rates which adversely affect you. We reserve the right to waive any term in the Account Agreement. The waiver of any term shall not affect the right of the credit union to enforce any right in the future.

## 1. MEMBERSHIP ELIGIBILITY

To be eligible for membership you must be an individual or qualified legal entity that falls within the credit union’s field of membership. To verify your eligibility for any accounts, services, or loan products, now and in the future, or to assist us in enforcing our rights under any agreement that you may have with us, you authorize us to make inquiries to determine your employment history, to obtain information concerning any accounts with other institutions, and to your credit history, including consumer credit reports. If you request a non-natural person account such as a Business account, Trust account or Estate account, you authorize us to make such employment, credit and financial institution inquiries (including the acquisition of consumer credit reports) as we deem necessary on all individuals signing on the account in any capacity to determine the employment history, financial institution history and credit history of all such parties. You agree that this authority applies to any account, account-related service, loans, or other financial products you request or which we may offer or make available to you. Credit report information pulled in connection with any authorized request for any service or accounts with the credit union may be used to assess and/or offer other credit union services and/or products. By signing the credit union’s Application for Membership, you certify that you are within the credit union’s field of membership. In the event that the credit union at any time determines that you are not legally eligible for membership, or you fail to provide such information upon request as is necessary for the credit union to ascertain, your continued eligibility for membership, or you fail to provide such information or documentation to the credit union as is required by law, or you fail to maintain the minimum deposit required for membership in your account, the credit union reserves the right to close your account(s) upon notice to you. Certain types of accounts, such as Individual Retirement Accounts, may be exempt from the minimum deposit requirement.

Credit Union of Denver Membership is a privilege, not a right. The credit union has no obligation to open an account or to extend any services to any person. Simply being qualified to apply for membership (i.e., being within the credit union’s field of membership) does not obligate the credit union to allow any person(s) to become a member when it is in the best interest of the credit union to deny membership. This applies to new applicants as well as to any persons whose membership is terminated for any reason who reapplies for membership later. As stated in Article III of the credit union’s bylaws, “an initial deposit and minimal balance are required to open and maintain a Prime Share account.” A minimum balance in the Prime Share account must be maintained to obtain or continue other services, access, loans, deposit products, transaction services, etc. Any portion of this amount, if withdrawn, may cause your membership to be automatically revoked.

## 2. NEW MEMBERS

For the first thirty (30) days after opening a new account the following restrictions may apply:

- New members may not use the Shared Branch Network
- Automated Teller Machine (ATM) deposits will have extended holds

In most cases these restrictions will be released on the 31st day from the open date on the account. In the first 30 days, you may complete your monetary transactions at any Credit Union of Denver branch. After 30 days, you may utilize any Credit Union of Denver branch, Shared Branch, and no fee ATMs.

## 3. INDIVIDUAL ACCOUNT

A single party account is an account owned by one member, including any individual, partnership, or other organization qualified for credit union membership. If the account owner dies, the account interest passes, subject to applicable law, to the designated Payable on Death (POD) beneficiary, subject to other provisions of this agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner’s agent prior to notice of an owner’s death. If there is no POD beneficiary listed on the account, the account interest shall pass to the decedent’s estate, subject to our rights as noted above. All subaccounts under the Prime Share account will be owned by the primary member.

## 4. JOINT OWNERSHIP ACCOUNT

An account owned by two or more persons is a multiple party account (hereinafter referred to as a “Joint Account”). Joint accounts will require the same ownership on all subaccounts as designated on the Application for Membership. We recognize any of the signatures subscribed on the Application for Membership for the payment of funds or the transaction of any business on the account. The credit union may treat funds as having been contributed entirely by any one of the owners for purposes of offset or to enforce any claims or liens against the assets of an owner or funds in a joint account. Each owner agrees to be responsible for all items and fees charged against the account and agree to repay us for any overdraft against the account or for any returned deposit item.

- a. **Rights of Survivorship.** A joint account includes rights of survivorship. This means when one owner dies, all sums in the account will pass to the surviving owner(s). Upon the death of the last joint owner, the interest of the deceased owner will pass to the decedent's estate unless a Payable on Death (POD) beneficiary has been properly designated or unless we are required to remit the interest of deceased owner to someone else by law. Unless otherwise stated on the Application for Membership, or unless otherwise required by law or the terms of this Account Agreement, a joint account owned by individuals is an account with rights of survivorship, and the interest of a deceased owner will pass to the surviving owner(s). A surviving owner's interest on an account is subject to the credit union's contractual and/or statutory lien for the deceased owner's obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it. The rights of a joint owner will always supersede the rights of any designated POD beneficiaries.
- b. **Control of Joint Account.** Any owner acting alone is authorized and deemed to act for all other owners and may instruct us regarding transactions and other account matters pertaining to any subaccounts connected to the account, including loans connected to the account. Each owner guarantees the signature(s) of all other owners. Except as otherwise set forth herein, any owner may individually withdraw any or all funds, stop payment on items, request and utilize debit card, order checks, contract for overdraft protection, sign-up for and engage in online or signatureless transactions, transfer or pledge to us all or any part of the savings on deposit, or engage in any other activity concerning the account without the consent of the other joint owners. In each such case, the act of any single owner is binding upon all the other joint owners. We have no duty to notify any other owner(s) about any transactions. We reserve the right to require written consent of any or all the account owners, for any transaction(s) which we deem unusual, or for any change to, termination or closure of a joint account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend all account activity and freeze all funds on deposit or terminate the account and require a court order or written consent from all owners to act.
- c. **Joint Account Owner Liability.** Any owner individually guarantees absolutely and unconditionally the prompt payment when due and performance when required of all obligations of the other owner(s) under this Account Agreement. If a deposited item in a joint account is returned unpaid, an account is overdrawn, if we do not receive final payment on a transaction, or if any loss is at any time sustained as a result of any transaction, the owners, jointly and severally, are liable to us for the amount of the returned deposit item, overdraft, loss, or unpaid amount and any charges or fees, regardless of which owner initiated or benefited from the transaction. If any owner is indebted to us, we may enforce our rights against any owner or all funds in the joint account regardless of who contributed them. We may issue ATM or Debit Cards or devices to any account owner who requests them. All owners are jointly and severally liable for all activity related to such transaction devices regardless of which owner(s) holds the Card(s) and regardless of which owner initiated or benefited from the Card transaction(s).
- d. **Change of Ownership.** If you wish to add a joint owner to your account at any time, we reserve the right to require you to amend the Application for Membership to reflect the new joint owner(s) and provide us with such information and documentation regarding the new owner(s) as we may request, including but not limited to (a) the new owner's personal and taxpayer information, (b) the new owner's signature, and (c) a copy of a valid government issued identification deemed acceptable by the credit union. You understand and agree that all such new owners shall be subject to credit union membership eligibility inquiries to determine such persons' employment history, credit history and to obtain information concerning any accounts with other institutions, including the acquisition of consumer credit reports. You agree to obtain any necessary authorization for such inquiries from such proposed new owner(s), and you agree to indemnify and hold the credit union harmless from and against any loss, cost or damage sustained by the credit union related to the making of such inquiries. The credit union reserves the right to refuse to allow an individual to be added as a new owner to your account, and the credit union may require that an existing owner be removed from your account without prior notice for any reason deemed necessary by the credit union for the protection of the credit union or any member of the credit union.
- e. **Release of Information.** You understand and agree that all owners have full rights to access all information pertaining to a joint account, and that there is no specific right to privacy that may be asserted against other owners.

## 5. MULTIPLE SHARE ACCOUNT

Members may open a Multiple Share account in addition to their Prime Share account when different ownership or additional savings or checking accounts are needed. Multiple Share accounts are not subject to new account restrictions if the member has maintained a transaction account in good standing with us for at least 30 days. All subaccounts must have the same ownership as the Multiple Share Account and must have a minimum balance of \$5.00. There is no limit on the number of Multiple Share accounts that may be held by a member. *A Multiple Share account does not have voting rights.*

## 6. BUSINESS ACCOUNT

Subject to certain restrictions and credit union approval, a lawfully created and operating business may establish one or more accounts at the credit union under certain established criteria. Accounts held in the name of a business, organization, or associations are subject to all the conditions and terms contained in the Account Agreement for natural person accounts, and the following additional rules. The credit union reserves the right to require or request at any time any documentation deemed necessary by the credit union to (a) verify the legal existence or good standing of the business, (b) verify the nature, specific business activities, the geographic location the business serves, and transactional activities of any account holder, or (c) require any and all documents required to comply with State or Federal laws or regulations. Failure to promptly provide such requested information, or falsifying any submitted information, shall be grounds for immediate closure of all accounts held by such account holders. Additionally, the credit union reserves the right to refuse to open a new Business account, or close an existing account, for any reason deemed necessary by the credit union in its sole and absolute discretion. Only the persons or entities who have been designated to serve as representatives of the business or authorized Business Account Card users may transact business on a Business account. Any named representative of the business acting alone may act for the business and may instruct us regarding transactions and any other account matters. Each representative

of the business guarantees the signature(s) of all other representatives of the business. Any single representative of the business may individually withdraw any or all funds on deposit, stop payment on items, order checks, or engage in any other activity concerning the Business account without the consent of the other named representatives. In each such case, the act of any single business representative is binding upon the business and all the other business representatives. We have no duty to notify any other representative of the business about any transactions. The stated limitations on your liability to the credit union set forth herein do not apply in the case of business or other non-natural person accounts. Under no circumstances will we be liable for any special or consequential damages involving such accounts. No POD beneficiary designation or other designation shall apply to a Business account. You agree to notify the credit union of any change in this representative authority of your agent. The credit union may rely on the written authorization in the Business Account Card until such time as we are informed of changes in writing and have had a reasonable time to act upon such notice. We may require that checks payable to a business be deposited to the Business account. A majority of the ownership interest of any business applying for membership must be eligible for membership at the credit union. ***A Business Account does not have voting rights.***

- a. **Money Service Businesses.** The credit union will not open accounts for businesses currently engaged in, or planning to engage in Money Service Businesses, nor will we allow these types of accounts to remain open. Money Service Businesses include the U.S. Postal Service along with five distinct types of financial service providers. The financial service providers are as follows: (1) dealers in foreign exchange, such as currency, monetary instruments, funds or other instruments denominated in currency; (2) check cashers; (3) issuers or sellers of Traveler's Cheques or Money Orders; (4) issuers, sellers or redeemers of Stored Value; and (5) money transmitters.
- b. **Cannabis Related Business.** The credit union will not open accounts or allow accounts to remain open, that directly or indirectly facilitate the production, sale, use or distribution of cannabis or cannabis products in any form.
- c. **ACH Entries for Corporations.** Incoming corporate ACH transactions received by the credit union as wholesale credit entries are governed by UCC Article 4A, which includes the following disclosures:
  - The entry may be transmitted through the ACH system.
  - The rights and obligations of the Receiver concerning the entry shall be governed by and construed in accordance with the laws of the State of New York unless the Receiver and the Receiving Depository Financial Institution (RDFI) have agreed that the laws of another jurisdiction shall govern their rights and obligations.
  - Credit given by the RDFI to the Receiver for the entry is provisional until the RDFI has received final settlement through a Federal Reserve Bank.
  - If the RDFI does not receive such payment for the entry, the RDFI is entitled to a refund from the Receiver in the amount of the credit entry to the Receiver.
  - The RDFI will not provide the Receiver with notice that the RDFI has received the entry unless the RDFI has agreed to do so.

## 7. YOUTH SHARE ACCOUNT

---

The credit union requires that minor accounts be joint ownership accounts with an owner who has reached the legal age of majority under Colorado law. This joint owner of legal age shall be jointly and severally liable to the credit union and agrees to be responsible for all items and fees charged against the account and to repay us for any overdraft against the account for the amount of any returned deposit item on this account. The credit union may make payments of funds directly to the minor without regard to his or her minority. The minor's parent or guardian shall not have any right to access this account unless the parent or guardian is an owner on this account. ***A Youth Share account does not have voting rights.***

## 8. TRANSFER TO MINOR ACCOUNT

---

Transfer to Minor (TTM) accounts are administered in accordance with the Colorado Uniform Transfer to Minor Act under Colorado Statutes, Title II Article 50 11-50-101, et seq CRS. A TTM account is created as an individual account by a member who is the custodian. Funds are deposited as an irrevocable gift to a minor. The owner and beneficiary of the account is the minor for whom the gift is made. The custodian of the account has control and possession of the account for the exclusive benefit of the minor. The custodian, except in the case of a court order which dictates otherwise or pursuant to applicable law, is the only party entitled to make withdrawals from, or to close the account. The custodian may make any transactions on the account without inquiry from the credit union. If the custodian should die or become disabled, or otherwise incapacitated, the credit union may place an administrative hold on the account until instructions are received from any person who is legally authorized to withdraw funds or a court order is received which authorizes the withdrawal. Upon the minor's 21st birthday, the custodian will be notified to transfer funds to the minor's personal account or withdraw the funds and close the account. This type of account is not eligible for a Checking account, Overdraft Line of Credit, loans, or safe deposit box rental. ***A Transfer to Minor account does not have voting rights.***

## 9. COVERDELL EDUCATION SAVINGS ACCOUNT (ESA)

---

An ESA's sole purpose is to pay for education costs, not for retirement. These costs can be for public, private, or parochial, elementary, secondary, or post-secondary expenses. ESAs are funded with after tax dollars with all earnings tax exempt when used for education related expenses such as tuition & fees, books, supplies & equipment, and computer technology or equipment used for education. The Grantor/Depositor, which does not have to be the parent, is responsible for opening the account, making the first deposit and setting up the Designated Beneficiary (child for whom the ESA is being established) and the Responsible Individual (parent or guardian of the child) who controls the account. Contributions may be made by persons other than the Grantor/Depositor up to the allowed maximum per year. Please see the credit union's IRA Specialist for more details. ***An Education Savings Account does not have voting rights.***

## 10. INDIVIDUAL RETIREMENT ACCOUNT (IRA) (TRADITIONAL & ROTH)

---

The credit union offers two types of IRAs: Traditional IRA and Roth IRA. The purpose of both is to help the owner save for retirement. IRAs are always held individually. Any qualified individual who is a member of the credit union may open an Individual Retirement Account. The Credit Union offers Daily Deposit and Certificate IRAs. An IRA cannot be held jointly. For income tax purposes, it will be the member's responsibility to determine and report the deductible and non-deductible contributions as well as the taxable and non-taxable portion of distributions occurring each

year. In addition, members are responsible for monitoring their own IRA contributions to ensure that excess contributions are not made during any taxable year. Should excess contributions exist, it is the member's responsibility to advise the credit union of action to be taken. Monies deposited in an IRA with the credit union are subject to all state and federal regulations as they apply (please refer to our Rate & Fee Schedule). Upon the death of the IRA owner, the beneficiary(ies) may elect extended payment options which will require credit union membership. ***An Individual Retirement Account does not have voting rights.***

## 11. ACCOUNT FOR LIVING TRUST

A lawfully created trust may establish an account with the credit union under certain criteria. A lawfully created trust is a trust which has been lawfully created in the United States pursuant to a written trust agreement executed by the Grantor/Settlor in which persons or entities have been designated to serve as trustee(s) and administer the trust by exercising the powers and authority described in the trust agreement. If the trust is designated as revocable, all the Settlor(s)/ Grantor(s) of the trust must be current members of the credit union. If the trust is revocable and some of the Settlor(s)/ Grantor(s) are not members of the credit union, the trust cannot be established at the credit union. If the trust is designated as irrevocable, either all the Settlor(s)/ Grantor(s) of the trust or all the trust beneficiaries must be current members of the credit union. If the trust is irrevocable and either all the Settlor(s)/Grantor(s) or all the beneficiaries are not members of the credit union, the trust cannot be established at the credit union.

The credit union does not have a trust department. Therefore, the credit union cannot act as a trustee of any shares held in a Trust account, nor is the credit union obligated to perform any administrative duties specific to a trust. You understand and agree that the credit union is not bound by and may ignore any specific provisions of a trust which impose any duties, restrictions or other obligations upon the credit union, regardless of whether the credit union has received a copy of the trust. The credit union reserves the right to close any Trust account at any time without prior notice by remitting the funds on deposit to the last known trustees.

Any individual trustee may act for the trust and may instruct us regarding transactions and any other account matters. Each trustee guarantees the signature(s) of all other trustee(s). Any single trustee may individually withdraw any or all funds, stop payment on items, order checks, or engage in any other activity concerning the account without the consent of the other trustee(s). In each such case, the act of any single trustee is binding upon the trust and all the other trustee(s). We have no duty to notify any other trustee(s) about any transactions. Cross account transfers may be made in person on Trust accounts.

There is no Overdraft Line of Credit loan allowed on a Trust account and debit cards are not available. A living trust may not lease a safe deposit box, and Prime Time benefits do not apply to Trust accounts. Cross account transfers are also not permitted on Living Trust accounts. ***A Trust account does not have voting rights.***

## 12. PAYABLE ON DEATH (POD) BENEFICIARY

A POD designation is an instruction to the credit union that an account so designated is payable to the owner or owners during their lifetimes, and when the last account owner dies, it becomes payable to any named and surviving POD beneficiary unless otherwise required by law or the terms of the Account Agreement. Accounts payable to more than one surviving POD beneficiary become owned jointly by such POD beneficiaries without rights of survivorship unless otherwise required by law or the terms of the Account Agreement. Any POD beneficiary designation shall not apply to Individual Retirement Accounts (IRAs), which are governed by a separate POD beneficiary designation. We are not obligated to notify any POD beneficiary of the existence of any account or the vesting of the POD beneficiary's interest in any account, except as otherwise provided by law. ***A POD Beneficiary does not have voting rights.***

## 13. UNLAWFUL INTERNET GAMBLING

Under the Unlawful Internet Gambling Act, Title VIII, Chapter 52 of Title 31, United States Code, it is our responsibility to advise you that banking activities connected with unlawful internet gambling are not permitted at the credit union. As such, no account at the credit union can engage in financial transactions if the source of the funds is through internet gambling.

## 14. OVERDRAFTS

An overdraft or insufficient funds, also called non-sufficient funds (NSF), occurs when an item is presented for payment but exceeds the available balance in the account. The credit union is under no obligation to pay an item that exceeds the available balance in the account. In paying one or more overdraft(s), the credit union does not commit to pay future overdrafts and may discontinue paying overdrafts without notice.

- a. **Fees.** When funds are not available in your account or an overdraft source to pay an item, we may, at our discretion, charge you an NSF fee and either return the item or pay it. Please refer to our Rate & Fee Schedule. There is no limit on the total number of fees we can charge for overdrafts.
- b. **Liability.** All owners are responsible for any overdrafts initiated, regardless of which owner initiated the item. If your account is charged a fee by the credit union that would overdraw your account, you are responsible for paying both the overdrawn amount and any applicable fees immediately. It is your responsibility to know the balance in your account and to keep track of your transactions. Failure to do so may result in your account going negative. Negative account balances must be brought positive within 30 days or your account may be closed. The credit union is not obligated to notify you should an item be returned NSF.

## 15. CHECKING ACCOUNT

All members, applicants, accountholders including Representative Payees and Representative Payee Beneficiaries must clear a check reporting agency. The credit union also retains the right to obtain a Credit Bureau Report on each member, applicant, accountholder including Representative Payee and Representative Payee Beneficiaries. Representative Payees must be a member of the credit union. Statements are provided monthly however original checks are imaged and are not returned with statements. Copies of checks are retained and made available with applicable fees for up to seven years. Please refer to our Rate & Fee Schedule. Verification that all debit and credit transactions were processed correctly should be made upon receipt of the monthly statement or when a notice of negative account balance is received. Any discrepancies

should be reported immediately. Master Card® Debit Cards are available to qualified members to allow them access to their account via an ATM or may be used for purchases where Master Card® is accepted. Debit cards must be surrendered upon closure of an account. Costs incurred by the credit union to recover, cancel, or revoke cards will be passed on to the member. The credit union retains the right to close this account if three (3) returned deposit items for non-sufficient funds (NSF) are received within 90 days or there is no activity for two (2) consecutive months and the account balance is less than \$100.00. The credit union and the payable through institution do not examine signatures or dates on checks prior to payment. Each member is responsible for the return detection of unauthorized or forged checks and the practice of postdating checks. Checks drawn against closed or non-existent accounts will not be paid when presented and returned to the institution who accepted the deposit.

- a. **Checking Restrictions.** All checks should be written in black or blue ink. We will not accept responsibility for errors resulting from checks ordered from any source other than the credit union's check printing vendor. You are responsible for all costs resulting from such errors. If you pay for something with a check, you may authorize your check orally or in writing to be converted to an electronic funds transfer. The merchant will debit your account by using the routing, account, and serial number of your check to initiate the transfer whether the check is blank, partially, or fully completed and signed. Your account will also be debited for return check fees that you authorize. This electronic check conversion is subject to the terms of our Electronic Funds Transfer Agreement. You authorize this conversion by completing the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or also by signing a written authorization. You authorize us to honor any electronic check conversion from your Checking account just the same as a regular written check. You remain responsible for notifying us of any unauthorized electronic check transfer shown on your statement.
- b. **Overdraft Sources.** If any account owner initiates an item that exceeds the available balance, the credit union may overdraw the Checking account then transfer available funds from a savings account or line of credit loan to satisfy the overdrawn balance. Funds will be transferred from this source in increments predetermined by the credit union or in the amount needed to satisfy the overdrawn balance, whichever is greater. The Prime Share account is designated as the initial overdraft source to the Checking account until a subsequent change is initiated by the member. The Account Agreement governs transfers from a savings account while our Credit Agreement governs transfers from an Overdraft Line of Credit loan. It is the owner's responsibility to verify that the overdraft protection is set up correctly on the account. Authorized overdraft sources are a Prime Share account, Money Market account, and/or Overdraft Line of Credit loan. Authorized overdraft sources for a Business Checking account are a Business Savings account or a Money Market account. Authorized overdraft sources for a Representative Payee Checking account are a Representative Payee account or a Money Market account.
- c. **Overdraft Privilege.** This is a courtesy service offered for checks, ACH transactions, Automatic Bill-Payments (not those initiated through the credit union's Bill Pay Service) and reoccurring debit card transactions. At the credit union's discretion, after all available funds from designated overdraft sources have been depleted, this service may pay charges against your account up to \$500.00 more than the available account balance. These items will not be returned to the original payee but will be paid and your account will be charged an Overdraft Privilege (OD Privilege) fee per transaction (please refer to our Rate & Fee Schedule). Without this service, you would pay an NSF fee and you could be subject to additional fees from the merchant for the non-payment of the item. We may pay or authorize items at our discretion, which means that we do not guarantee that we will always pay and authorize any type of transaction or item. This means that while there may have been sufficient funds in your account when the transaction was initiated, there may not be sufficient funds to pay the item when it presents for payment. Items will be paid in the order they are received by the credit union, not when the transaction occurred. This may result in more than one OD Privilege fee per day. There is no limit on the total number of fees we can charge for overdrawing your account. It is your responsibility to know the balance in your account and to keep track of your purchases. Failure to do so may result in your account going negative and the negative balance could exceed \$500.00. Negative account balances must be brought positive within 30 days or your account may be closed.

To qualify for Overdraft Privilege the primary member must be at least 18 years old, the account must not have a loan more than 15 days past due, the account must be in good standing, and the account owner(s) must not have caused a loss to the credit union. If you qualify for Overdraft Privilege you are automatically enrolled in this service 90 days after the first deposit was made into your Checking account. Any account owner may Opt-Out of this service at any time. The credit union may revoke this service at any time. If you are not eligible for Overdraft Privilege on one account at the credit union, you are not eligible for Overdraft Privilege on any of your other accounts. If you Opt-Out of Overdraft Privilege you will not be able to use the Debit Card Advantage service.

Business accounts, Estate accounts, Living Trust accounts and Representative Payee accounts do not qualify for this service. This service does not apply to teller transactions or transactions initiated through the credit union's Bill Pay Service. If you use this service in conjunction with Debit Card Advantage the total combined benefit is \$500.00.

- d. **Debit Card Advantage.** This is a service we offer which will allow us to authorize and pay everyday debit card transactions and allow debit card ATM withdrawals even if you do not have funds available in your account. At the credit union's discretion, after all available funds from designated overdraft sources have been depleted, this service may authorize ATM withdrawals and charges against your account up to \$500.00 more than the available account balance. Without this service you would be unable to utilize your debit card when there are no funds available in your account. Under the Debit Card Advantage service, if the transaction, including ATM withdrawals, exceeds the available balance in your account at the time it was authorized and when it was presented for payment, you will be charged a paid NSF Point of Sale (POS) fee (please refer to our Rate & Fee Schedule). We may pay or authorize items at our discretion, which means that we do not guarantee that we will always pay and authorize any type of transaction or item. Items will be paid in the order they are received by the credit union, not when the transaction occurred. This may result in more than one paid NSF fee per day. There is no limit on the total number of fees we can charge for overdrawing your account. It is your responsibility to know the balance in your account and to keep track of your purchases. Failure to do so may result in your account going negative and the negative balance could exceed \$500.00. Negative account balances must be brought positive within 30 days or your account may be closed.

To qualify for Debit Card Advantage the primary member on the account must be at least 18 years old, the account must not have a loan

more than 15 days past due, the account must be in good standing, and the account owner(s) must not have caused a loss to the credit union. If you qualify for Debit Card Advantage you must Opt-In to this service. Your account will be eligible for this service 90 days after the first deposit was made into your Checking account. Any account owner may Opt-In to this service at any time. After Opting-In, the credit union will mail you a Confirmation of Opt-In Letter. Receipt of this letter indicates the service should be active and ready for use. Any account owner may Opt-Out of this service at any time. After Opting- Out, the credit union will mail you a Confirmation of Opt-Out Letter. Receipt of this letter indicates the service should be deactivated and should not be able to be used. Because you can Opt-In and Opt-Out of Debit Card Advantage as often as you want, including multiple times in one day, to confirm whether you are currently Opted-In or Opted-Out of the service please call 303.234.1700. The credit union may revoke this service at any time. If you are not eligible for Debit Card Advantage on one account at the credit union, you are not eligible for Debit Card Advantage on any of your other accounts. If You Opt-Out of Overdraft Privilege you will not be able to use the Debit Card Advantage service.

Business accounts, Estate accounts, Living Trust accounts and Representative Payee accounts do not qualify for this service. This service does not apply to teller transactions or transactions initiated through the credit union's Bill Pay Service. If you use this service in conjunction with Overdraft Privilege the total combined benefit is \$500.00.

---

## 16. ACTUAL BALANCE

The amount of funds in the account.

---

## 17. AVAILABLE BALANCE

The actual balance less all pending electronic transactions including pre-authorized transfers, point of sale transactions, and merchant payment authorizations, regardless of whether they have posted to your account.

---

## 18. PRESENTMENT

The credit union may pay an item on whatever day it is presented for payment, notwithstanding the date (or any other limitation on the time of payment) appearing on the check. When paid, checks become the property of the credit union and will not be returned either with the periodic statement of this account or otherwise. Except for negligence, the credit union is not liable for any action it takes regarding the payment or non-payment of a check. Any objection regarding any item shown on a periodic statement of a Checking account is waived unless made in writing to the credit union before the end of 60 days after the statement is mailed. Checking accounts are subject to the credit union's right to require advance notice of withdrawals. The credit union will not be liable for account information provided by you to a third-party vendor for the purpose of creating a check and will honor that check under the same guidelines as regular checks. (See Electronic Funds Transfer Agreement & Regulation "E" Disclosure). Checking accounts are also subject to such other terms, conditions and service charges as the credit union may establish from time to time.

- a. **Multiple Presentments.** "Multiple presentments" are any time an item or transaction is presented for payment more than once, which is beyond the control of the credit union. Each presentment will be charged a separate NSF fee even though it may be for a repeat presentment. In other words, a single check, debit, or other withdrawal is subject to multiple fees if presented multiple times.

---

## 19. POST DATED CHECKS

- a. **Writing a Post Dated Check.** If you write a check dated for the future, we have the right to pay the check upon presentation without regard to the date on the check and to charge your account or we can return the check unpaid. In either case, the credit union shall have no liability to you or any other party for any loss, cost, damage, or inconvenience resulting from our handling of any postdated check.
- b. **Depositing a Post Dated Check.** We reserve the right to accept or reject a postdated check presented for deposit at our discretion.

---

## 20. STALE DATED CHECKS

- a. **Writing a Stale Dated Check.** We may pay or return a check at our discretion which is more than six months old. In either case, the credit union may do this without giving you prior notice and the credit union shall have no liability to you or any other party for any loss, cost, damage or inconvenience resulting from our handling of any stale dated check.
- b. **Depositing a Stale Dated Check.** We reserve the right to accept or reject a stale dated check presented for deposit at our discretion.

---

## 21. NAME ON ACCOUNT

The name on your account must EXACTLY match your name as it appears on the identification that you provide the credit union. The only exception to this is if our system will not allow your entire name to be entered due to its length. If this occurs, credit union staff retains the right to input your name on our system at our discretion.

---

## 22. ADDRESS ON ACCOUNT

Due to government regulations, the credit union must obtain a physical address to retain for our records; however, we will accept a P.O. Box for purposes of receipt of credit union mailings.

---

## 23. COMMUNICATION

By providing the credit union with your contact address, email address, telephone, &/or cellular phone, you expressly consent to receiving direct mail, emails, telephone calls, and SMS text messages from the credit union as well as its agents and/or vendors (the "Parties") in connection with your account. The Parties will not charge you for such calls or texts. Your wireless carrier may charge you for incoming calls and text messages according to your plan.

## 24. IDENTIFICATION

---

The credit union requires valid identification to open an account. A copy of the identification provided will be retained for our records. After opening your account, we may require an updated copy of your identification at any time. If a request for an updated form of identification is made and not received in a timely fashion, we may place restrictions upon your account(s) until one is received.

## 25. USE OF BIOMETRICS/FINGERPRINTS

---

The credit union may provide or allow access to your accounts and services with fingerprints or other biometrics. You agree to the use of such biometrics and will cooperate with the credit union in implementing any new technology. Biometric technologies may be used for authentication. A biometric identifier measures an individual's unique physical characteristics and compares it to a stored digital template for authentication. A physical characteristic can be a thumbprint, fingerprint, facial recognition, or iris pattern. A biometric identifier can be used as a single or multifactor process. For example, Touch ID, a service provided by Apple iOS, allows you to use your fingerprint to login securely to applications instead of entering your user id and password each time. For information on how the device protects your fingerprint and Keychain data, please see the manufacturer's Privacy Policy and security guides.

When you enable biometric access every person with an enrolled identifier associated with your accounts, services, or device(s), such as a fingerprint, will have access to view your account information and conduct transactions on your behalf. Enrolled biometrics may expand the number of persons who have access to your account and whose actions you will be responsible for, regardless of the identity of the signers listed on your account agreement with us.

**THE CREDIT UNION STRONGLY ADVISES YOU TO REVIEW AND CONFIRM THAT ALL REGISTERED BIOMETRICS BELONG ONLY TO INDIVIDUALS WITH AUTHORITY TO ACCESS AND PERFORM TRANSACTIONS ON YOUR ACCOUNT. BY ACTIVATING BIOMETRIC ACCESS OR SERVICES, YOU ACKNOWLEDGE YOUR UNDERSTANDING THAT THE CREDIT UNION RELIES ON YOUR REPRESENTATION THAT ANYONE WITH A REGISTERED BIOMETRIC HAS PROPER AUTHORITY TO ACCESS YOUR ACCOUNT.**

## 26. MEMBERSHIP CARD(S) & ADDENDUM(S)

---

Upon account opening and for any account changes the required Membership Cards or Addendums must be completed in a form to be determined by the credit union. An account cannot be opened, nor can any changes be honored until accurate, complete Membership Cards or Addendums are received, signed by all parties along with any documentation the credit union may request. At any time after an account is opened the credit union may request that updated Membership Cards or Addendums be completed. If updated Membership Cards or Addendums are requested and not provided by you in a timely fashion, we may place restrictions upon your accounts until they are received. Membership Cards and Addendums may be audited once completed. If the result of an audit determines we need additional information, documentation, or that new Membership Cards or Addendums be generated, the credit union may place restrictions on your account if such additional information, documentation or replacement Membership Cards or Addendums are not received in a timely fashion. If we determine that any information that you provided to us is inaccurate or false, we may close your account without further notice to you.

## 27. POWER OF ATTORNEY (POA)

---

The credit union may allow a third person acting as your attorney-in-fact to make transactions regarding your account(s), pursuant to a Power of Attorney, but you agree that the credit union has no obligation to do so. You agree that we may at our discretion refuse to honor any Power of Attorney presented to us for any reason permitted by law. You also agree that we may rely upon a submitted Power of Attorney and 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 transfers. Additionally, you agree that the credit union has no obligation to determine the duration of any Power of Attorney or the qualifications of the named attorney-in-fact. It is the sole responsibility of the account owner(s) to notify the credit union to remove POA access to an account once an accepted Power of Attorney is no longer necessary or appropriate. Further, you agree that we may request (a) an Agent's Certification under penalty of perjury in a form deemed acceptable to the credit union of any factual matter concerning the Principal, the Agent, or the Power of Attorney; (b) an English translation of the Power of Attorney if the Power of Attorney is not legible or contains, in whole or in part, language other than English; and/or (c) an opinion of counsel selected by the credit union as to any matter of law concerning the Power of Attorney. You agree to reimburse the credit union for all costs and expenses, including attorneys' fees, we incur to obtain such legal opinion or otherwise handle or process any Power of Attorney that you submit to the credit union, and you agree to indemnify us for any loss or other expense we incur from our acceptance and reliance upon your Power of Attorney.

## 28. DEATH OF AN OWNER

---

The credit union may honor withdrawals, deposits, transfers, etc. on your account until notification of death has been received by us. Upon notification, the credit union may continue to pay checks and recognize transfers and other payments authorized by the deceased account owner for a period of ten (10) days after the date of death, unless other instructions have been received by the credit union from any party who claims an interest in the account. Should any party claim funds in your account after your death, that party may be requested to indemnify the credit union in a form deemed acceptable by the credit union for any losses which result from honoring that claim. Any heirs, successors, or legal representatives of any account owner shall be bound by the Account Agreement.

## 29. SUBSTITUTE CHECKS

---

To make check processing faster, federal law (Check 21) permits financial institutions to replace original checks with "substitute checks". These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all the checks that you receive back from us may be substitute checks. In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for

the same check). The losses you may attempt to recover under this procedure may include the amount that was incorrectly withdrawn from your account and fees that were charged because of the incorrect withdrawal (for example, NSF fees). The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law. If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within ten (10) business days after we receive your claim and the remainder of your refund (plus interest if your account earns interest) not later than forty-five (45) calendar days after your claim is received. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account. You must contact us within forty (40) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include 1) a description of why you have suffered a loss, 2) an estimate of the amount of your loss, 3) an explanation of why the substitute check you received is insufficient to confirm that you suffered a loss, and 4) a copy of the substitute check or information to help us identify it.

### 30. STOP PAYMENT

You may request a stop payment order on any check, including postdated checks, you, or any account owner draw upon any savings account, Checking account, or loan. You may also request a stop payment on a series of checks which are lost or stolen. You may request a stop payment by telephone, mail, online banking, or in person. Stop payment requests can only be honored if you notify the credit union in enough time to allow us to avoid processing your check. Your stop payment request must include the exact name of the payee, date of the check, check number, exact amount of the check and your account number. Stop payment requests for lost/stolen checks will not have expiration dates. Stop payment release forms will need to be signed for lost/stolen checks to be honored. The credit union will not be responsible for failing to stop payment on any check if you should give the credit union incorrect or incomplete information. Verbal requests are effective for fourteen (14) calendar days and may expire unless a signed stop payment request has been received by the credit union. Written stop payment orders are effective for six (6) calendar months. There is a charge for each stop payment request. Please refer to our Rate & Fee Schedule for fees associated with this transaction. In addition, you agree to pay any other expenses or costs we incur because of your stop payment request. We will not be liable if we pay a check by mistake (unless we fail to exercise ordinary care under the circumstances and follow normal operating procedures). If we re-credit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer all of your rights against the payee or other holders of the check to the credit union, and to assist us in any legal action. You agree to indemnify and hold the credit union harmless and reimburse the credit union for all costs, including attorneys' fees, claims or damages related to the credit union refusing payment of an item, including claims made by any multiple party account owner, endorsee, or payee in failing to stop payment of an item as a result of you providing incorrect or incomplete information. The credit union has no obligation to honor a stop payment request pertaining to a certified or credit union issued item. However, under certain conditions the credit union may effectuate such a request. Such conditions may include but are not limited to: a) your purchasing a lost instrument bond or acceptable Indemnity Agreement; b) your executing and providing to the credit union a Declaration of Loss form satisfactory to the credit union; and c) your providing such other assurances to the credit union as the credit union may request. In the event that the credit union accepts a stop payment request on a certified or credit union issued item, that stop payment is subject to being lifted at the credit union's discretion and to waiting such period of time as the credit union may require before reissuing or re-crediting the funds.

### 31. AUTHORIZED SIGNATURE

The credit union must have your authorized signature on an Application for Membership to access any of your accounts. If for any reason the credit union believes a signature on any item is not genuine, we will not be held liable for not honoring any such item. The credit union is authorized to recognize your signature or any preauthorized facsimile signature even if the facsimile was made by an unauthorized person.

### 32. ACCESSIBILITY

The credit union authorizes you to make withdrawals or transfers from your account using options allowed by us. Should the credit union choose to accept or return as unpaid any withdrawal or transfer request not on a form authorized by the credit union, you will be responsible for any loss incurred by the credit union. We may restrict any transactions on your account if we have a reasonable reason to do so in our sole and absolute discretion.

### 33. ACH & WIRE TRANSFERS

- a. **ACH.** Credits and debits may be made to or from your account through Automated Clearing House (ACH) transfer or wire transfer. The National Automated Clearing House Association governs ACH transactions. For a credit entry subject to Article 4A, a Receiving Depository Financial Institution (RDFI) must notify the Receiver of each of the following:
  - the entry may be Transmitted through the ACH;
  - the rights and obligations of the Receiver concerning the entry are governed by and construed in accordance with the laws of the State of New York, unless the Receiver and the RDFI have agreed that the laws of another jurisdiction govern their rights and obligations;
  - credit given by the RDFI to the Receiver for the entry as provided by Subsection 3.3.1 (Availability of Credit Entries to Receivers) is provisional until the RDFI has received final settlement through a Federal Reserve Bank or otherwise has received payment as provided for in Section 4A-403(a) of Article 4A;
  - if the RDFI does not receive such payment for the entry, the RDFI is entitled to a refund from the Receiver in the amount of the credit to the Receiver's account, and the Originator will not be considered to have paid the amount of the credit entry to the Receiver; and
  - these Rules do not require the RDFI to provide the Receiver with notice that the RDFI has received the entry unless the RDFI has agreed to do so.
  - This notice may be included as part of an agreement entered into by the Receiver binding the Receiver to these Rules, or it may be provided to the Receiver separately.



**b. Wire Transfers.** If wire transfers are cleared through the Federal Reserve Bank, they are governed by Federal Reserve Regulation J. The credit union is not required to notify you when funds are received, however the transaction will be reflected on your account statement. Before processing a wire transfer, the credit union requires that the funds be designated to the recipient, corresponding financial institution and by account or identifying number. The credit union and other financial institutions may rely on the identifying account numbers which you have provided, even if the numbers identify a different recipient or institution. (Please refer to the Regulation J disclosure found later in this booklet.)

### 34. SIGNATURE VERIFICATION

---

Upon presentation of a check, it is not necessary that the credit union consider any information other than the amount of the item, the signature of the maker and the magnetic encoding. This is recognized as ordinary care in paying an item. The credit union does not provide sight examination of items.

### 35. RATES & FEES

---

The credit union provides a Rate & Fee Schedule which outlines rates, fees and minimum balance requirements that may affect your accounts. Our Rate & Fee Schedule may be changed by the credit union at any time. The credit union will notify you of specific changes that are required by law.

### 36. WITHDRAWAL RESTRICTIONS

---

Sufficient funds or overdraft protection must be available to allow withdrawals. The credit union will notify you as required by law of any changes. Additional withdrawal restrictions may apply in other cases such as: (1) a dispute between the owners (unless a court has ordered the credit union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; (5) you fail to repay a credit union loan on time; or (6) we receive notice that you have engaged in illegal account activity or account activity that the credit union reasonably believes may cause a loss to the credit union. For reasons that include your safety and that of the credit union, large amounts of cash are not maintained at any Credit Union of Denver branch. Therefore, daily cash withdrawals may be limited and we reserve the right to require members to give notice in writing of any intended withdrawals from any account of not less than seven (7) days and up to sixty (60) days in accordance with applicable law before such withdrawal.

### 37. TRANSFER LIMITATIONS

---

The following accounts may have limitations on the number and types of transfers allowed in a calendar month or statement cycle:

- Prime Share
- Multiple Share
- Special Share
- Money Market
- Youth Share
- Transfer to Minors
- Business Savings
- Trust Share
- Representative Payee

The types of transfers that may be restricted include:

- Transfers via telephone and/or data lines, including through the Call Center, Call-24, email, and online banking.
- Transfers that occur due to an overdraft in your Checking account.
- Pre-authorized transfers to a third party, this includes but is not limited to health clubs, investment funds, insurance, etc.
- Transfer orders received through Automated Clearing House (ACH) channels.

If a transfer request exceeds the allowable number of transfers for the period, you may be charged an Excess Transfer fee and/or the funds may not be transferred as requested. BOTH THE NUMBER OF ALLOWABLE TRANSFERS AND THE EXCESS TRANSFER FEE ARE LISTED ON THE RATE & FEE SCHEDULE. All accounts may be subject to additional account limitations and fees as outlined in the Rate & Fee Schedule and the Truth in Savings Act Disclosures.

### 38. ENDORSEMENTS

---

The space indicated on the back of a check which is between the top edge and 1 1/2 inches from the top edge is where endorsements must be placed. Checks with endorsements outside of the space may not be accepted by the credit union. You will be liable for any loss incurred by the credit union due to, or caused by, any endorsements or other markings you or any previous endorser has made on the check which may cause any delay or error in processing the item for payment. The credit union is authorized to recognize any of the signatures subscribed on a check, transfer, or other item for deposit into any of your accounts, if they are made payable to, or to the order of, any one or more owners on the account whether or not they are signed by all payees. The credit union reserves the right to obtain or request any missing endorsements should we deem it necessary. Should any item presented for payment require an endorsement as stated on the back of the check, the credit union may require the endorsement as exactly stated on the item. Items presented for payment in person must be endorsed with the signature of the payee named on the front of the check.

### 39. THIRD-PARTY CHECKS

---

A third-party check is a check that is made payable to one or more individuals, who then negotiate that check to another party prior to presentation for payment. The credit union may refuse to accept any third-party check for payment or deposit, unless the payees to whom the check was made payable are present at the time the check is presented for payment or deposit and are able to provide satisfactory proof to the credit union (in the

credit union's sole and absolute discretion) that (a) the check(s) have been legally negotiated to the party presenting the check for payment or deposit, (b) all required endorsers have properly endorsed and provided proper identification, and (c) that the check has not been altered and is not subject to any claims or defenses to payment. Should we choose to accept a third-party item, a valid Government Issued ID of the original payee will be required on all third-party US Treasury checks presented at the teller line, drive-up, night depository, ATM or by mail. The credit union may also require a valid, government issued ID of the original payees on other items at our discretion. Funds deposited from a third-party check are subject to an extended hold.

If any payee or party on a third-party check is known to have caused a loss to the credit union, the credit union retains the right to refuse to accept the item for negotiation.

#### 40. COLLECTION OF ITEMS

---

The credit union reserves the right to send any item for collection. If an item presented is drawn on a foreign bank, or we doubt collectability of an item, the credit union reserves the right to accept the item for collection rather than deposit and will not credit your account until the funds have been collected. Deposits made to any facility which is not staffed (for example, ATMs), or any deposits made through the mail are not the responsibility of the credit union until the credit union receives them. The credit union acts only as your agent, assuming no responsibility beyond practice of ordinary care while handling any collections or deposits. We will not be liable for loss in transit or for any negligence of any correspondent. Each correspondent is responsible for and will only be liable for their own negligence.

#### 41. FINAL PAYMENT

---

All items or ACH transfers which are to be credited to your account are provisional and are dependent upon the credit union's receipt of final payment. The credit union reserves the right to refuse any item or ACH transfer. We reserve the right to charge your account for any such item and to charge a fee as disclosed in our Rate & Fee Schedule. The credit union may charge you for any fee incurred by us relating to the collection of any item.

#### 42. RETURNED DEPOSIT ITEMS

---

Should any items deposited or cashed by you be returned to us unpaid, we reserve the right to charge your account whether or not said funds have been made available for your use, or whether or not the funds are remaining in the account. If the funds are no longer available, your account will be overdrawn by the amount of the returned deposit item, along with the amount of any fee. Please refer to our Rate & Fee Schedule for a list of current fees. In addition, the non-payment of an item may result in either temporary or permanent restrictions being placed on your account.

Please remember that available funds do not equal cleared funds. **IF AN ITEM YOU DEPOSIT IS RETURNED TO US UNPAID, YOU ARE RESPONSIBLE FOR REPAYING ANY FUNDS YOU WITHDREW, EVEN IF YOU ARE A VICTIM OF A SCAM.**

#### 43. RIGHT OF OFFSET

---

Should your account go negative, or should you owe the credit union money for any reason, at any time, the credit union has the right to collect funds from any account on which you are a co-owner or signer, without providing advance notice to you. Until any past-due monies owing to the credit union are paid in full, the credit union is under no obligation to provide any services to you. Reinstatement of services after settlement of any debts owing to the credit union shall be within the sole and absolute discretion of the credit union. In the event of your death, the credit union shall have the right to hold all funds on deposit until satisfactory arrangements are made for payment of any outstanding indebtedness that you may owe to the credit union.

#### 44. DIRECT DEPOSIT

---

The credit union may offer pre-authorized deposits including direct deposit, direct allocations, and internal authorizations of transfer. Each direct deposit must be authorized by utilizing a separate authorized allocation or internal authorization of transfer. The credit union reserves the right to request at least 30 days prior notice to initiate. Any direct deposit you fail to cancel when filing bankruptcy authorizes your employer and the credit union to follow through with any pre-authorization, we have on file at the credit union. Should the U.S. Government or any other governmental entity, for any reason, require the credit union to reimburse it for any benefit payment deposited into your account, the credit union may deduct, unless prohibited by law, the amount to be returned from any of your accounts. The credit union is not liable for any costs or loss incurred by you if funds are not received. The member is responsible for funds when the credit union receives a Reclamation Request.

#### 45. CREDITING OF DEPOSITS

---

If a deposited item is returned unpaid, we have the right, not the obligation, to present the item for payment a second time, or more, although we are not required to do so. When presenting an item a second time, or more, for payment, we will not be liable for any consequences which may result. We also will not be responsible for any consequences if we do not present the item for payment a second time. Presentation two or more times may lengthen the period when the funds will be unavailable. Each time the item is returned unpaid, a return item fee may be imposed (Please refer to our Rate & Fee Schedule for a list of current fees). We will not pay interest on account deposits that are reversed because an item is returned unpaid.

Deposits made after business hours, on credit union holidays, and on days that are not business days will be credited to your account on the following business day. Additionally, if the form of a deposit is concerning to us, or requires further evaluation in our judgment, we may defer the decision to accept the item until the close of business the next business day in our sole and absolute discretion. Night deposits are processed on the day they are removed. Funds drawn on an institution located outside the United States will be sent for collection and credited to your account when we receive final payment. Funds received may include fees charged by the financial institution the funds are drawn on, as well as the credit union. Please refer to our Rate & Fee Schedule.

#### 46. CROSS ACCOUNT TRANSFERS

---

You agree that we have the right to refuse any requested cross account transfers. Should you elect to link accounts you agree to hold the credit

union harmless and indemnify the credit union from all losses, costs, damages and liabilities of any kind or nature stemming from any cross account transfers performed by you or anyone else that you allow access to your accounts. You further agree that the credit union has no obligation to monitor account activity, or account or ownership changes, for appropriateness of continued cross account transfer access. Once two or more accounts are linked, it shall be solely your responsibility to notify the credit union if the linkage of the accounts is no longer deemed desirable or appropriate. Additionally, you also understand and agree that owners of accounts linked to allow cross account transfers may have access to view information pertaining to the linked accounts, regardless of whether they are listed as an owner of the linked account. Accordingly, if you request that an account be linked to another account, you waive any right of privacy with respect to all account owners or other third parties having access to the linked account, and you agree to hold the credit union harmless and indemnify the credit union from all losses, costs, damages and liabilities of any kind or nature stemming from any private information exchanged through the linking of accounts.

#### **47. CREDIT UNION LIABILITY**

---

You agree to give the credit union the right to rely solely on the terms of this Account Agreement and on the type of the account in accepting payments of funds deposited to that account. Any conflict between any written form and any verbal representation by you or credit union employees shall be resolved by reference to this Account Agreement and any other applicable written form. In the event that a conflict or ambiguity arises between the terms of your Membership Card(s) or Addendum(s), your historical account documentation, your transaction documentation and any other documentation that we may receive or have in our possession related to your account(s), you agree that the credit union shall have the right to interpret such documentation or information in the manner deemed the most logical and appropriate by the credit union under the circumstances, and that the decision and interpretation of the credit union in that regard shall be final and binding upon you and all third parties, and shall not be subject to review or contestation. Should the credit union not complete a transaction according to this Account Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, unless applicable law provides otherwise. 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; (4) your account is subject to legal process or other claim; or (5) your account does not meet our membership requirements as set forth in this Account Agreement. We also reserve the right to deny liability related to any transaction when we determine that your own actions or omissions to act substantially contributed to the incurrence of the claim or loss. We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft and we shall have no liability for refusing payment. We will not be liable for consequential damages, except liability for wrongful dishonor. We exercise ordinary care if our actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearing house 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 Account Agreement.

#### **48. LIENS & SECURITY INTERESTS**

---

By applying for membership with the credit union you unconditionally grant the credit union a consensual security interest in all of your funds at any time on deposit with the credit union to secure all amounts that you may now or in the future owe to the credit union. If you or any person named as a joint owner owe us money as a borrower, guarantor, endorser, account holder or otherwise, we may use the funds on deposit in any of the accounts in which you have an ownership interest to pay all or any portion of any debt or other amount which you or any joint owner owe to us. This right of offset will not apply to loan obligations secured by your residence, or where prohibited by law. We may apply the funds on deposit to your obligations in any order deemed appropriate by us, including offset of funds on deposit prior to maturing, without further notice to you. If we choose not to enforce our security interest in your funds on deposit on an occasion, we do not waive our right to enforce the security interest later. All accounts are non-assignable and non-transferable to third parties.

#### **49. LEGAL PROCESS**

---

If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest. Any collateral pledged by you at any time as security for any of your loan obligations to us (excluding real estate loans) shall also serve as collateral to secure payment of any and all other liabilities or obligations which you now or in the future may owe to us until we agree in writing to release our security interest on such loan collateral. This cross-collateral right of the credit union shall also extend to all additions, accessions, attachments, improvements, accessories, repairs, replacements, or substitutions to such pledged collateral. If we receive a garnishment or levy on any of your accounts, you agree that the credit union may offset any amount subject to garnishment or levy against any indebtedness that you may now or hereafter owe to the credit union. Additionally, you agree that the credit union may assess your account a reasonable fee not to exceed \$50.00 to compensate the credit union for the cost of processing the garnishment or levy.

#### **50. TAXPAYER IDENTIFICATION NUMBERS & BACKUP WITHHOLDING**

---

Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service a percentage of dividends and certain other payments. If (a) you fail to provide your TIN to us, (b) we find that the TIN you provided is incorrect, or we suspect the TIN you provided to us is incorrect and you fail to provide us with satisfactory documentation verifying your TIN within fifteen (15) days of our written request, the credit union may suspend all activity on your account or close your account, whichever is applicable or deemed appropriate by the credit union.

#### **51. ACCOUNT RENUMBER**

---

Account renumbering may be required for any account that has been compromised in the opinion of the credit union or that was otherwise reported to be involved in a fraudulent or potentially fraudulent transaction in order to minimize the risk of loss to all parties. Your failure to fully cooperate with the requested renumbering of any account will be grounds for immediate closure of the account.

#### **52. FRAUD**

---

Members are required to report fraudulent activity on their account no later than 60 days after the statement has been mailed. The credit union may require that a police report be filed and that any individuals known or suspected to be involved in any reported fraudulent activity be listed as

suspects in the police report. The credit union also requires that a hard copy of the police report be provided by the member claiming fraudulent activity prior to the commencement of any internal investigation. In addition, the credit union requires that all applicable affidavits and dispute forms be completed correctly prior to a determination being made about whether any lost funds from claimed fraudulent activity can be reimbursed to the member. The credit union is not required to credit funds back to an account as a result of claimed fraudulent activity until all required documents are received and our own internal investigation has been completed, and a determination is made that the claim of fraudulent activity is legitimate. The credit union may, but is not required to, provide provisional account credit while our internal investigation is ongoing as a courtesy. If provisional credit is provided, and a claim of fraudulent activity is later denied or deemed unsubstantiated, any provisional credit will be reversed.

### 53. MEMBERS WHO CAUSE THE CREDIT UNION ANY LOSS

---

The credit union shall not extend any credit or services to any member, joint owner or user who has caused the credit union to incur a loss that has not been repaid, unless it is in the best interest of the credit union to do otherwise.

### 54. TERMINATION OR RESTRICTION OF MEMBERSHIP, ACCOUNT(S) & SERVICE(S)

---

You may terminate any individual account by giving written notice to us. We reserve the right to require the written consent of all owners to terminate a joint account. We are not responsible for payment of any check, withdrawal, or other item after your account is terminated. However, if we pay an item after account termination, you agree to reimburse us for the item plus any handling charges within a reasonable period.

We may terminate your account at any time without notice to you for reasonable cause. We may require you to close your account and/or your services may be involuntarily restricted or denied if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection source; (6) there has been any misrepresentation or any other abuse of any of your accounts; (7) your account is declared inactive; (8) you have failed to participate in the credit union by making a share deposit or loan advance for six months or more; (9) you have caused a loss to the credit union; (10) you threaten the safety of any staff person or member (11) you engage in behavior perceived by the credit union to be abusive, damaging or demeaning to any credit union staff person or member; (12) you have falsified any information submitted to the credit union or failed to promptly provide such documentation or information as is reasonably requested by the credit union to verify your account; or (13) the credit union reasonably deems it necessary to prevent a loss to us, or you engage in conduct determined by the Board of Directors to be detrimental to the interests of the credit union.

You may be denied services or expelled for any reason including but not limited to (a) violating the terms of this or any other Agreement that you have with the credit union, (b) causing a loss to the credit union, or (c) for any of the reasons specified in this Account Agreement or allowed by the credit union bylaws or applicable law.

### 55. ADDRESS CHANGES & NAME CHANGES

---

The credit union is required to send information to you only by mail to the most recent address that you have provided. It is your responsibility to notify us in writing of any name or address change and which account(s) should be updated with this information. In order to change the name on your account we will require documentation, including, but not limited to a valid government issued identification card that meets the credit union's Customer Identification Program (CIP) requirements as well as legal documentation supporting the name change. On a case-by-case basis other documents may be required. In addition, the name on your account will not be changed until a new Membership Card, Addendum, or a Name Change Request Form is completed, signed, and provided to the credit union. The credit union will not be responsible if you neglect to instruct us to change your address or name on any account(s). The credit union may charge you a fee for services and costs incurred if we make attempts to locate you, unless prohibited by law. Please refer to our Rate & Fee Schedule.

### 56. AGENCY DESIGNATION

---

An agency designation is when an account owner has authorized a person other than themselves to conduct transactions on the account(s) designated, as agent for the account owner. The credit union may allow or refuse to allow an agency designation in its sole and absolute discretion. If an agency designation is permitted, the credit union does not need to inquire of the use or purpose of any transaction by any agent. An agent has no rights to vote in the credit union and has no ownership interest in the account.

### 57. CREDIT REPORTING

---

For so long as you maintain an account with the credit union, you authorize the credit union to periodically obtain a credit report to open accounts, to assist with collection, extension or review, or for any other purpose deemed appropriate by the credit union. We retain the right to report negative account activity to credit reporting and check verification agencies. If a negative response is received, the credit union retains the right to close the account. You may request that the credit union supply you with the name and address of the credit reporting or check verification agency used by us to collect information for your accounts.

**Under the Fair and Accurate Credit Transactions Act (FACTA), if you discover an item reported to the Credit Reporting Agency (CRA) by the credit union that is reported in error, you must promptly notify us in writing of the dispute. Please mail any correspondence regarding the alleged error to the address on your statement and include the specific information that is being disputed, explain the basis for your dispute, and include all supporting documentation required by the credit union to substantiate the basis for the dispute.**

### 58. INACTIVE ACCOUNTS

---

If your account falls below the minimum required balance, and/or you have not made a withdrawal from, deposit to, transfer, payment, or advance involving your account for more than one year (12 months) as specified in the Truth In Savings disclosure, we may classify your account as an inactive account. Unless prohibited by applicable law, we may charge a fee for continuing to process your inactive account as disclosed in our Rate & Fee Schedule. If we impose a fee, we will notify you at your last known address. You authorize us to transfer funds from another account

of yours to cover any fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to accounts payable and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. If your account is classified as inactive, or is declared abandoned, we may close your account and return the funds on deposit to your address of record. The posting of dividends to an account is not considered member-generated activity by the State of Colorado Escheat law. Funds in abandoned accounts will be reported and remitted in accordance with applicable State law. Once funds have been turned over to the state, we have no further liability to you for such funds. If you choose to reclaim such funds, you must apply to the appropriate State agency. Once funds have been turned over to the State of Colorado, the credit union has no further liability to you for these funds.

## 59. SEVERABILITY

Should any part of this Account Agreement be deemed by a court as being unenforceable for any reason, the balance of this Account Agreement shall continue to be enforceable and valid.

## 60. STATEMENTS

- a. Contents.** If we provide a periodic statement for your account, you will receive a periodic statement from us through the mail, or access to your periodic electronic statements when they are made available for your review describing transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for a joint account.

If a statement is returned to us by the U.S. Postal Service, we reserve the right to hold further statements until you provide us with a good address. You understand and agree that, when paid, original checks become the property of the credit union and will not be returned to you. Copies may be retained by the credit union and may be made available upon your request. You understand and agree that paper statements are made available to you on the date they are mailed to you. You also understand and agree that checks or copies thereof are made available as soon as possible. The credit union may impose a fee for any copies requested as disclosed in our Rate & Fee Schedule.

- b. eStatements.** When you agree to accept your periodic statements online through online banking you will be responsible to access your account eStatements, eNotices and Tax Statements (collectively "eDocuments") when they are made available for your review. By your consent to receive eDocuments you are telling the credit union that you have printing capability or the capability to store a copy of all periodic statements and notices electronically for your records. We will suspend mailing your statements when you consent to receiving statements online. To receive your periodic statements in paper form through the mail, you must withdraw your consent to receive online statements by contacting the credit union. A monthly fee may be assessed to your account if you choose to receive paper statements in the mail as disclosed in our Rate & Fee Schedule. A fee for ordering a copy of your statement will be applied as disclosed in our Rate & Fee Schedule.
- c. Examination.** You are responsible for examining each statement and reporting any irregularities to us. We will not be responsible for any forged, altered, unsigned or unauthorized items drawn on your account if: (1) you fail to notify us within sixty (60) days of the mailing date of the earliest statement regarding any forgery, alteration or unauthorized signature on any item described in the statement; or (2) any items are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.

You agree that the credit union's retention of checks does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes. We will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notification of any errors. If you fail to receive a periodic statement you agree to notify us within fourteen (14) days of the time you regularly receive a statement.

## 61. FOREIGN TRANSACTIONS

Purchases and cash withdrawals made in foreign countries or in foreign currencies using your Card will be debited from your account in U.S. Dollars and subject to an applicable fee. Transactions initiated via the internet with merchants or other parties located outside of the United States of America are deemed to occur in the foreign country where the merchant or other party is located. Please refer to our Rate & Fee Schedule.

## 62. THIRD-PARTY TRANSACTIONS

We will not disclose any information to third parties in regard to your account(s), your balances, or any transactions made with the exception of: a) when it is necessary to complete the transaction; b) when it is in compliance with the law, government agency or court orders; c) when the third-party needs to verify the existence or condition of your account when it is lawful to do so; or d) when you give us written permission; e) to business partners when deemed necessary to provide competitive products and services to our members.

## 63. CREDIT UNION'S RIGHT TO INVESTIGATE

It is agreed that it is critical to the credit union and its members that the credit union have full rights to investigate all transactions, methods and means of making transactions to protect its members and the credit union. Therefore, it is agreed that upon notification of any claim of error, unauthorized transaction(s) or other notification related to or arising from any transaction(s), methods or means of making transactions the credit union shall have full rights of investigation to extend to all persons, means and methods of making transactions. It is expressly agreed that this shall specifically include the right to inspect and scan a member's or user's access device(s); and to report the credit union's findings of such investigation to all owners and/or users. Additionally, in the event that the credit union has formed a reasonable belief that you and/or your account may in any manner be at risk as a result of possible financial abuse, neglect, exploitation, or abandonment, the credit union shall have the right to contact and make disclosure of the suspected at risk activity to any appropriate state, county or local law enforcement or adult protective services agency, and you agree to indemnify and hold the credit union harmless from any liability related to such contact and/or disclosure.

#### 64. CREDIT UNION'S RIGHT TO REPORT

---

You understand and agree that the credit union shall have the absolute right to report to an appropriate law enforcement agency or adult protective services agency, any incidents or observed behavior that cause credit union personnel to reasonable believe that an at-risk minor, protected person or senior citizen has been abused or has been exploited or is at imminent risk of abuse or exploitation.

#### 65. WRITTEN NOTICE

---

Any written notice the credit union gives to you is effective on the date it is mailed. By notification of one account owner, it is considered that all account owners have been notified. Any written notice you give to the credit union is effective on the date that it arrives at any Credit Union of Denver branch.

#### 66. CHANGE IN TERMS

---

We may amend (add to, delete from, or change) the terms of this Account Agreement at any time by sending a notice to any of you at the address or e-mail address shown in our records, by posting a notice or an amended Account Agreement on our website, or by delivering it to you. You may choose not to accept the change by closing your account(s) or terminating this Account Agreement and your use of the service. If you continue to utilize or maintain your account after the effective date of the amendment, you have agreed to the new terms.

#### 67. RELEASE OF INFORMATION NECESSARY TO PERFORM REQUESTED TRANSACTIONS

---

You understand and agree that in order to complete certain transactions requested by you, it may be necessary for us to release to third parties certain specific information regarding you or your account such as your name, all or part of your account number, etc. By requesting us to perform the transaction, you hereby authorize us to release such information regarding you or your account as may be reasonably necessary to complete the requested transaction(s), and you agree to hold the credit union harmless and indemnify the credit union from all losses, costs, damages and liabilities of any kind or nature stemming from our release of necessary information to complete the requested transaction(s).

#### 68. RECORDING CONVERSATIONS

---

You understand and agree that for our mutual protection we may record any of our telephone conversations with you.

#### 69. AUDIT COOPERATION

---

Upon request, you agree to provide the credit union auditor or the credit union examiner with reasonable cooperation to verify any of your account or loan balances, or specific account transactions.

#### 70. ENFORCEMENT

---

You are liable to us for any loss, cost, or expense we incur resulting from your failure to follow this Account Agreement. You authorize us to deduct any such loss, costs, or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Account 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. To assist us in enforcing our rights under this Account Agreement now or in the future, you hereby authorize us to make inquiry to determine your employment history and to obtain information concerning any accounts with other institutions and your credit history, including consumer credit reports. 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 that we deem necessary, including but not limited to an Indemnification Agreement containing such terms and conditions as we deem appropriate under the circumstances.

#### 71. DISPUTES FOR CHARGED-OFF ACCOUNTS, LOANS, & CREDIT BUREAU REPORTS

---

Please submit all disputes regarding charged-off accounts, loans, and credit bureau reporting in writing with a signature to:

**Credit Union of Denver**  
**ATTN: Financial Services Front Desk**  
**9305 W. Alameda Ave.**  
**Lakewood, CO 80226**

#### 72. ARBITRATION & WAIVER OF CLASS ACTION

---

You and the credit union agree that we shall attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts, or the products or services the credit union has provided, will provide or has offered to provide to you, and/or any aspect of your relationship with the credit union (hereafter referred to as the "Claims"). If that cannot be done, then you agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision ("Arbitration Agreement"), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at [www.adr.org](http://www.adr.org); or, a copy of the Rules can be obtained at any credit union branch upon request. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to a Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. **AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS MEMBERSHIP AND ACCOUNT AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT).** This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a

federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf. This Arbitration Agreement shall not apply to claims that are initiated in or transferred to small claims court.

- a. Selection of Arbitrator.** The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, then You and the credit union shall select an arbitrator from the Judicial Arbitrator Group, and failing that, from JAMS-Denver.
- b. Effective Date.** This Arbitration Agreement and Waiver of Class Action is effective 4/20/2021.
- c. Arbitration Proceedings.** The arbitration shall be conducted in the federal judicial district in which you live at the time the arbitration is commenced. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The Arbitrator shall be entitled to award the same remedies that a court can award, including any kind of injunctive relief that could be awarded by a court. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed. Nothing contained in this Arbitration Agreement shall prevent either You or the credit union from applying to any court of competent jurisdiction for emergency provisional relief, such as a temporary restraining order, a temporary protective order, an attachment or any other pre-judgment remedies.
- d. (i) Class Arbitration Waiver.** ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ARBITRATION.  
  
**(ii) Class Action Lawsuit Waiver.** YOU ALSO UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO COMMENCE OR PARTICIPATE IN A CLASS ACTION LAWSUIT.
- e. Severability.** In the event the Class Arbitration Waiver and/or Class Action Lawsuit Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable.

FOR MORE DETAILS or if you have questions, you may call us or visit a branch. If you have questions about AAA procedures, you should check AAA's website, [www.adr.org](http://www.adr.org), OR call AAA at (800) 778-7879.

# Mobile Deposit Capture Agreement

This Mobile Deposit Capture Agreement (“This Agreement”) is entered into between Credit Union of Denver (“credit union”, or noted as “We”, “Us” or “Our”) and its member (“Member”, or noted as “You” or “Your”), and forms part of the Membership & Account Agreement (collectively, the “Account Agreement”) and disclosure for your account(s). In the event of conflicts between the terms of This Agreement and the terms of the Account Agreement, the terms of this Agreement shall control.

The credit union will provide to you the product and services described in This Agreement to enable you to transmit Imaged Items to the credit union or the credit union’s designated processor to be cleared as Substitute Checks or Image Exchange Items. You will capture digitized images of checks using mobile devices owned by you to make deposits into your account. Any software necessary shall be maintained by you, except as the parties may otherwise agree in writing, and must meet technical specifications acceptable to credit union. You shall transmit its output files as provided in the Documentation. All terms and conditions applicable to the credit union’s online banking also apply to Mobile Deposit. Depending on your wireless plan, you may be charged an access fee. Please check with your service provider for details on specific fees and charges. The credit union will not charge any fees for using this service.

**NOTE:** Your deposit may not be credited to your account immediately. Once credited to your account the funds may be held and not be available for immediate use. It is your responsibility to ensure that your deposit has been credited to your account by reviewing your account history. You will not receive a notification through your mobile device if your deposit does not post to your account. Your daily deposit limit is stated within the mobile application. The credit union reserves the right to change this amount without notice.

## 1. ACCEPTANCE OF TERMS

---

Your use of the service constitutes your acceptance of the terms of This Agreement.

## 2. DEFINITIONS

---

Capitalized terms defined in This Agreement shall have the meanings indicated in This Agreement (including in Exhibit A).

## 3. ELIGIBILITY

---

An eligible account must be open for a period of at least 30 days and all account owners must be in good standing and must not have caused a loss to the credit union.

## 4. INELIGIBILITY

---

Business accounts, Trust accounts, Estate accounts, Representative Payee accounts, and Transfer to Minor accounts are ineligible. Account owners who have caused the credit union a loss or that have previously abused the Mobile Deposit Capture Service are also ineligible. We reserve the right to determine ineligibility in our sole and absolute discretion.

## 5. MOBILE DEPOSIT CAPTURE SERVICE

---

Your account will be provisionally credited upon credit union’s acceptance of Imaged Items for deposit. You will create images of checks via your mobile device through the credit union’s mobile banking application and enter all amounts and any other required information correctly. The Imaged Items will be transmitted by you to us, or credit union’s authorized processor, over the Internet or cellular network. All deposits received by us may be accepted subject to the credit union’s verification and final inspection and may be rejected by us at the credit union’s sole discretion. All deposits are subject to the terms of the Account Agreement.

## 6. PROCESSING TIMES

---

Images of eligible checks and associated deposit information received for processing by the credit union before 2:30 pm Mountain Standard Time on a business day will ordinarily be processed on that business day. Items received for processing after 2:30 pm Mountain Standard Time on a business day or on a Saturday, Sunday or a credit union holiday will ordinarily be processed on the next business day. Imaged Items processed for deposit through the Service will be deemed to have been received by us for deposit at the time the Imaged Items are actually received and accepted at the location where the credit union or its designated agent posts the credit to the account. A deposit of Imaged Items will be deemed to have been received and accepted by us for deposit when all of the following have occurred: (i) We have preliminarily verified that the image quality of the Imaged Items is acceptable to us in our sole discretion, all Item information is complete and the deposit totals are balanced to the Item information provided for the deposit; and (ii) We have successfully performed all further validation routines with respect to the deposit. Notwithstanding the foregoing, Imaged Items received by us for deposit may be rejected by us in our sole discretion. To determine if your item has been accepted for deposit and has been credited to your account you must review your account history. You will NOT receive a notification through your mobile device if your deposit does not post to your account. You will be notified by mail of all deposits that are not posted and credited to your account.

## 7. MEMBER RESPONSIBILITIES

---

In connection with the Product and the Services, you shall comply with the following:

- You shall maintain one or more credit union accounts at the credit union for the receipt of deposits of Items;
- You shall be responsible for your own training in the use of the Product and Services;
- You will only submit checks for processing to us that meet the definition of “Check” in Exhibit A and will ensure that the checks scanned meet the standards for image quality established by the American National Standards Institute (ANSI), The Board of Governors of the Federal Reserve, Regulation CC (subpart D) and other pertinent regulatory agencies;



- You will not attempt to scan and transmit to us any third-party check. A third-party check is a check that is initially made payable to one individual who then signs the check over to another individual to negotiate. Third-Party checks must be negotiated in person at a Credit Union of Denver branch. We reserve the right to require the original payee to be present upon negotiation;
- You will ensure all checks scanned and transmitted to us for deposit into any account is made payable to only individuals named on the account receiving the deposit;
- You understand that businesses are not eligible for this service and will ensure that any check made payable to a business is only deposited into a business account of the named payee;
- You will not deposit any checks that you suspect may be fraudulent or not properly authorized, nor will we accept any check for deposit / credit into your account if we suspect the same;
- You will not attempt to scan and transmit to the credit union any check or other negotiable instrument that is not drawn on a U.S. Financial Institution and that is not payable in U.S. Dollars;
- You will not attempt to scan and transmit to us any previously truncated and reconverted Substitute Check or any other check previously deposited by you. Any previously truncated and reconverted Substituted Check must be physically brought to a Credit Union of Denver branch so that we may, at our discretion, determine whether we will accept the item for deposit. Notwithstanding the foregoing, we may redeposit any returned Substitute Check or Image Exchange Item at our discretion;
- You will ensure that checks are properly endorsed in the proper location on the back of the Item and include:
  - your account number to which it is being deposited; and
  - the words “Mobile Deposit only to Credit Union of Denver”; and
  - the Signature(s) / Endorsement(s) of all Payee(s) listed on the front of the check;
- You will ensure that all checks deposited are not older than six months from the date written in the date field on the front of the check; have been reported lost or stolen; or are not expired or VOID after a certain date printed on the front of the check;
- You will not attempt to scan or transmit to us any check that states in the endorsement area “POSITIVE ID REQUIRED” or “KNOW YOUR ENDORSER” or any other such language that indicates the Item can only be deposited if valid, government issued identification is presented;
- You will not attempt to scan or transmit to us any check or Item that does not have a complete MICR line at the bottom of the check, to include a check number, an account number and a nine-digit U.S. Routing Number;
- You shall be responsible for verifying the credit union’s receipt of your transmission(s) by verifying that deposit(s) have been posted to the appropriate account(s). In addition, you shall be responsible for cooperating in any investigation and resolving any unsuccessful or lost transmission with the credit union. Transmitting a file does not mean that we received the file;
- You will retain each original check. You will store Original Checks in a safe and secure environment for a minimum period of 90 days after such Item has been digitized and processed (Retention Period). You shall take appropriate security measures to ensure that during the Retention Period: (a) only authorized persons shall have access to Original Checks, (b) that the information contained on such Original Checks or on any corresponding Imaged Items are not disclosed to third parties, (c) such checks will not be duplicated or scanned more than one time and (d) such checks will not be deposited or negotiated in any form. You shall destroy Original Checks upon the expiration of the Retention Period applicable to such checks. You will use a commercially reasonable method which is consistent with any requirements of Regulation CC and approved by the credit union to destroy Original Checks after member’s retention period. You hereby indemnify the credit union for, and holds the credit union harmless from and against, any and all claims, demands, actions, causes of action, losses and damages, of whatever nature or kind, and regardless of the theory upon which the same is (are) based, caused directly or in directly by, arising out of, related to, in connection with or resulting wholly or partially from, the destruction of Original Checks by you;
- You will promptly (but in any event within 5 business days) provide any retained original check (or, if the original check is no longer in existence, a sufficient copy of the front and back of the original check) to us as requested to aid in the clearing and collection process to resolve claims by third parties with respect to any Item or as the credit union otherwise deems necessary;
- You understand and agree that an Item that is not paid by a Payor Financial Institution, or is otherwise returned for any reason, will be returned to you and your account will be charged for the amount of the Item plus any associated fee as disclosed in our Current Rate & Fee Schedule. Our right to charge your account will apply without regard to whether there are sufficient funds in the account, whether the Item is timely returned to us or whether there is any other claim or defense that the Item has been improperly returned to the credit union;
- You represent, agree and warrant to us that (except as otherwise specifically disclosed in writing to the credit union) you and all other named account owners are not now engaged, and will not during the term of this Agreement engage, in any business that would result in you being or becoming a “Money Service Business” as defined in the Bank Secrecy Act and its implementing regulations;
- You will not engage in any activity directly or indirectly related to the use of the Service that is illegal or fraudulent;
- You will not submit for deposit those Items listed as non-qualifying Items. The credit union’s processing of any Imaged Item that meets the definition on Exhibit A (“non-qualifying Items”) shall not constitute a waiver by us or obligate it to process such non-qualifying Items in the future. We may discontinue processing of non-qualifying Items at any time, without cause or prior notice;
- You acknowledge and understand that the acceptance of any Item for deposit / credit to your account does not guarantee or obligate the credit union to always accept an Item for deposit / credit to your account in the future, and that all Items are reviewed / handled on a case-by-case basis. We may refuse to process any Item at any time, without cause or prior notice;
- To ensure accuracy, you shall balance the dollar amount of each deposit to the sum of the checks prior to transmitting a file. You may send multiple files to us or processor throughout the day;
- You shall exercise due care in preserving the confidentiality of any user identification, password, test key, or other code or authentication method provided by us or otherwise required for use of the Service and shall further prevent the use of the Service by unauthorized persons. You assume full responsibility for the consequences of any missing or unauthorized use of or access to the Service or disclosure of any confidential information or instructions by you, its employees and agents;
- You agree to change the password(s) periodically and whenever anyone who has had access to a password is no longer on an account or is no longer authorized by you to use the Product and Service; and
- If an Imaged Item is not accepted for deposit, you may then submit the original check to us for processing or contact the maker to reissue the check. If you submit the original check for processing, we reserve the right to refuse to process the check for deposit and present the

Item to the payer financial institution and may instead require you to have the maker reissue the check.

## 8. MOBILE BEST PRACTICES & SECURITY PROCEDURES

---

- Treat your Smart Phone like a computer and protect it with anti-virus software
- Use the keypad lock or phone lock function of your mobile device when it is not in use
- Delete text messages, e-mails, and other information before loaning out or selling your mobile device
- Avoid storing any passwords or other sensitive information on your smartphone where it could be discovered if your phone is stolen
- Never disclose via text message, phone call, or e-mail your personal or financial information, including account numbers, passwords, Social Security Number or Date of Birth
- Avoid storing your banking password or other sensitive information on your smartphone where it could be discovered if it is lost or stolen
- Keep your mobile operating system up to ensure the highest level of protection. Before downloading an update to your mobile device be sure to go to the company's website to confirm the update is legitimate
- Be cautious when using public hotspots
- Consider your Wi-Fi and Bluetooth connection settings, even at a trusted retailer, as fraudsters can spoof the name of reputable hotspots
- Download mobile apps from reputable sources only to ensure the safety of your personal and account information
- Download the most recent versions of apps and keep them updated
- For your security, sign off when you finish using a banking app rather than just closing it
- If you have suspicions about the authenticity of a mobile banking app, access your account through our mobile banking site or contact the financial institution directly
- You will be solely responsible for establishing, maintaining, and following such security protocols as deemed necessary to ensure that output files transmitted directly to us are intact, secure, and confidential until received by us.
- You shall comply with online instructions for using the Product and Service by taking reasonable steps to safeguard the confidentiality and security of any passwords, equipment, and other proprietary property or information provided in connection with the Service.
- You agree to change the password(s) periodically and whenever anyone who has had access to a password is no longer on an account or is no longer authorized by you to use the Product and Service.

## 9. COMPLIANCE WITH THE LAW

---

You shall comply with all laws, rules, and regulations applicable to you as a credit union member, and to the Products and Services provided by the credit union, including, without limitation, Regulation CC, the Uniform Commercial Code and any rules established by image exchange network through which Image Exchange Items are processed pursuant to this Agreement. You shall have the responsibility to fulfill any compliance requirement or obligation that credit union and/or member may have with respect to the Service under all applicable U.S. federal and state laws, regulations, rulings, including sanction laws administered by the Office of Foreign Assets Control, and other requirements relating to anti-money laundering, including but not limited to, the Bank Secrecy Act, the USA PATRIOT Act and any regulations of the U.S. Treasury Department to implement such Acts, as amended from time to time.

## 10. CREDIT UNION'S RIGHTS & RESPONSIBILITIES

---

For all Imaged Items processed by you pursuant to this Agreement (i) digitized images will be converted to Substitute Checks and presented for payment to established Endpoints, or (ii) Image Exchange Items will be presented for payment through image exchange networks. We may at our sole discretion determine the manner of processing. All such processing and presentment shall be done in accordance with timeframes and deadlines set forth and as otherwise established by us from time to time. Unless otherwise agreed by you and us, we will process any returned deposit Items in accordance with applicable law and the Account Agreement. The availability of credit from Items processed under this Agreement will be subject to the availability schedule of the credit union, which may be amended without notice. We may at our sole option, with or without cause, at any time and from time to time, refuse to process any Imaged Items or terminate your access to the service without prior notice. We may from time to time establish exposure limitations and assign them to you. We may hold and use funds in any deposit account following termination of this Agreement for such time as credit union reasonably determines that any Item processed by us prior to termination may be returned, charged back or otherwise a cause for any loss, liability, cost, exposure or other action for which we may be responsible. Without limitation, you recognize that under the Rule, the UCC, Regulation CC and the rules of any image exchange network the credit union's representations and warranties as regards Image Exchange Items and Substitute checks may expose us to claims for several years following processing of the Image Exchange Item or Substitute Check. We shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission, or communication facilities, equipment failure, war, closure due to inclement weather, emergency conditions or other circumstances beyond our control. In the event of any of the foregoing failure or delays, you acknowledge that it may instead deposit directly with the credit union any Original Items for processing and presentment provided such Original Items have not been previously imaged and processed in connection with the Product and Services. In addition, We shall be excused from failing to transmit or delay in transmitting an Item for presentment if such transmittal would result in the credit union's having exceeded any limitation upon its intraday net funds position established pursuant to Federal Reserve guidelines or if the credit union's otherwise violating any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. We may add, delete, or change the features or functions of the Service, at any time at the credit union's sole discretion, and without prior notice. If we deem it reasonably practicable to do so and if the change adversely affects your usage of the Service, we will notify you of the change in advance. Otherwise, we will notify you of the change as soon as reasonably practicable after it is implemented. This notice may be given electronically or in any other form that we may select. We may cause the Service to be temporarily unavailable to you, either with or without prior notice, for site maintenance, security or other reasons, and you acknowledge that factors beyond our reasonable control, such as telecommunications failure or equipment failure, may also cause the Service to be unavailable to you. You may deposit original checks and other Items to any deposit account at the credit union in person or in any other manner permitted by agreement between you and us. We may, at our sole option and discretion, with or without cause, at any time, impose restrictions upon your use of this Service or may revoke or deny you access to this Service at any time on any and all of your accounts.

## 11. MEMBER REPRESENTATIONS & WARRANTIES

---

You make the following representations and warranties with respect to each Item processed pursuant to this Agreement:

- The Imaged Item is a digitized image of the front and back of the Check and accurately represents all the information on the front and back of the Check as of the time Member converted the Check to an Imaged Item;
- The Imaged Item contains all endorsements applied by parties that previously handled the Check in any form for forward collection or return;
- as well as all endorsements by all payees listed on the front of the check;
- All the signatures and endorsements on the check are genuine;
- You have no knowledge or any claims of defenses to payment of the check;
- All encoding, transfer, presentment, and other warranties are made under applicable law as credit union is deemed to make under applicable law, including without limitation those under the UCC, Regulation CC and the rules of any image exchange network;
- There will be no duplicate presentment of a Check in any form, including as a digitized image, as a paper negotiable instrument or otherwise and Member assumes responsibility for any such duplicate presentment of any Check.
- The Original Check contains no alterations; and
- All data and other information submitted by you to us, including, but not limited to, data contained in the MICR line of each Check is complete and accurate and complies with the requirements of this Agreement.

## 12. MEMBER INDEMNIFICATION

---

You will indemnify and hold harmless Credit Union of Denver and each of its subsidiaries and affiliates and their respective officers, directors, employees, members, partners, agents, insurers and attorneys (each an "Indemnified Party" and, collectively the "Indemnified Parties") for, and holds each of the Indemnified Parties harmless from and against all third-party suits, proceedings, claims, demands, causes of action, damages, expenses (including reasonable attorneys' fees and other legal expenses), liabilities and other losses that result from or arise out of: (i) the wrongful acts or omissions of Member, or any person acting on Member's behalf (including without limitation Member's authorized processor, if any), in connection with Member's use of the Product or Services or processing of Items under this Agreement, including without limitation (a) the breach by Member of any provision, representation or warranty of this Agreement, (b) the negligence or willful misconduct (whether by act or omission) of Member or its Members or any third-party on behalf of Member, (c) any misuse of the Product or Services by Member, or any third-party within the control or on behalf of Member, (d) the failure by Member to comply with applicable state and federal laws and regulations, or (e) any fine, penalty or sanction imposed on credit union by, any clearing house, or any governmental entity, arising out of or connected with any Item processed by credit union for Member or at Member's instruction; (ii) any act or omission of credit union that is in accordance with this Agreement or instructions from Member; (iii) actions by third parties, such as the introduction of a virus that delay, alter or corrupt the transmission of an Imaged Item to credit union; (iv) any loss or corruption of data in transit from Member to credit union; (v) any claim by any recipient of a Substitute Check corresponding to a Check processed by Member under this Agreement, that such recipient incurred loss due to the receipt of the Substitute Check instead of the Original Check; or (vi) any claims, loss or damage resulting from Member's breach of, or failure to perform in accordance with, the terms of this Agreement.

## 13. DISCLAIMERS

---

CREDIT UNION'S REPRESENTATIONS, WARRANTIES, OBLIGATIONS AND LIABILITIES, AND MEMBER'S RIGHTS AND REMEDIES, SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. CREDIT UNION AND EACH OF ITS PARENTS, SUBSIDIARIES AND AFFILIATES HEREBY DISCLAIM, AND MEMBER HEREBY WAIVES AND RELEASES CREDIT UNION, EACH OF ITS PARENTS, SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES FROM ALL OTHER REPRESENTATIONS, WARRANTIES OF ANY NATURE, OBLIGATIONS AND LIABILITIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY AND ALL DOCUMENTS, SERVICES, INFORMATION, ASSISTANCE, SOFTWARE PRODUCTS, OR OTHER MATTERS PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A SPECIFIC USE, PURPOSE OR APPLICATION, OR OTHER IMPLIED CONTRACTUAL WARRANTY; (ii) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; (iii) ANY WARRANTIES OF TIMELINESS OR NON-INFRINGEMENT; AND (iv) ANY OTHER WARRANTY WITH RESPECT TO QUALITY, ACCURACY OR FREEDOM FROM ERROR. NOTWITHSTANDING THE GENERALITY OF THE FOREGOING, NEITHER CREDIT UNION NOR EACH OF ITS PARENTS, SUBSIDIARIES AND AFFILIATES WARRANT THAT OPERATION OF THE PRODUCT WILL BE ERROR-FREE OR ITS OPERATION WILL BE UNINTERRUPTED.

## 14. CREDIT UNION'S LIABILITY

---

The Credit Union will not be liable to you for any of the following:

- Any damages, costs or other consequences caused by or related to our actions that are based on information or instructions that You provide to credit union;
- Any unauthorized actions initiated or caused by You or its employees or agents;
- The failure of third persons or vendors to perform satisfactorily, other than persons to whom We have delegated the performance of specific obligations provided in this Agreement;
- Any refusal of a Payor Financial Institution to pay an Image Exchange Item or Substitute Check for any reason (other than the breach of contract, gross negligence or willful misconduct of the credit union), including without limitation, that the Image Exchange Item or Substitute Check was allegedly unauthorized, was a counterfeit, had been altered, or had a forged signature;
- Member's or any other party's lack of access to the Internet or inability to transmit or receive data;
- Failures or errors on the part of Internet service providers, telecommunications providers, or any other party's own internal systems; or
- If you do not follow or comply with the representations or warranties set forth in any sections above.

The credit union's liability for errors or omissions with respect to the data transmitted or printed by us in connection with this Agreement will be limited to correcting the errors or omissions. Correction will be limited to reprocessing, reprinting and/or representing the Image Exchange Items or Substitute Checks to the Payor Financial Institution. Notwithstanding anything to the contrary in this Agreement, credit union's aggregate liability for claims related to this Agreement, whether for breach, negligence, infringement, in tort or otherwise, arising during any 12 month period shall be limited to an amount equal to the amount of fees paid by you to the credit union under this Agreement for such 12 month period. Except as otherwise specifically provided in this Agreement, in no event will either party be liable to the other for any consequential, indirect, incidental, special, exemplary or punitive damages, including without limitation any loss of use or loss of business, revenue, profits, opportunity or good will, under any theory of tort, contract, indemnity, warranty, strict liability or negligence, even if such party has been advised or should have known of the possibility of such damages. You and the credit union acknowledge and agree that the limitations of liability in this Section are a bargained for allocation of risk and liability and agree to respect such allocation of risk and liability. Each party agrees and acknowledges that the other party would not enter into this Agreement without the limitations of liability set forth in this Section.

---

## 15. MISCELLANEOUS ASSIGNMENT

Neither party may assign its rights or obligations under this Agreement without the written consent of the other party; provided, however, we may assign or transfer this Agreement or any part of it, by operation of law or otherwise, to any of our affiliates or to a successor of the credit union by merger or acquisition and you hereby consent to such assignment or transfer in advance. The legal successor(s) resulting from such assignment or transfer will succeed to and be bound by this agreement. The credit union may subcontract any of the work, services, or other performance required of credit union under this contract without your consent.

---

## 16. CONSENT TO BREACH NOT WAIVED

Neither party will, by the lapse of time, and without giving written notice, be deemed to have waived any of its rights under this Agreement. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.

---

## 17. NOTICES

Any notice required shall be given by first class U.S. Mail, postage prepaid, by receipted hand delivery, electronically or by any other means agreed upon by both parties and if, to Credit Union of Denver at 9305 W. Alameda Ave., Lakewood, CO, 80226, and if to you, at the most recent address shown for you in the credit union's records. If any notice instructions are given, the provisions of such shall govern the method and location for giving notice. Any notice mailed shall be presumed received on the third business day after mailing thereof.

---

## 18. FORCE MAJEURE

Neither party will be liable to the other for any delay or interruption in performance as to any obligation in this Agreement resulting from governmental emergency orders, judicial or governmental action, emergency regulations, sabotage, riots, terrorist action, vandalism, labor strikes or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, closures due to inclement weather, or delays or interruptions in performance beyond its reasonable control.

---

## 19. ENTIRE AGREEMENT: AMENDMENT

We may amend this Agreement at any time and from time to time as determined in its sole discretion and without prior notice to Member. This Agreement will not be more strongly construed against either party, regardless of who is more responsible for its preparation.

---

## 20. SEVERABILITY

If any part of this Agreement is found to be illegal or unenforceable, then that part will be curtailed only to the extent necessary to take it, and the remainder of the Agreement, legal and enforceable.

---

## 21. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without reference to its conflict of law's provisions, and applicable federal law.

---

## 22. ARBITRATION & WAIVER OF CLASS ACTION

You and the credit union agree that we shall attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts, or the products or services the credit union has provided, will provide or has offered to provide to you, and/or any aspect of your relationship with the credit union (hereafter referred to as the "Claims"). If that cannot be done, then you agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision ("Arbitration Agreement"), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at [www.adr.org](http://www.adr.org); or, a copy of the Rules can be obtained at any credit union branch upon request. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to a Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS MEMBERSHIP AND ACCOUNT AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT). This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf. This Arbitration Agreement shall not apply to claims that are initiated in or transferred to small claims court.

- a. **Selection of Arbitrator.** The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, then You and the credit union shall select an arbitrator from the Judicial Arbitrator Group, and failing that, from JAMS-Denver.
- b. **Arbitration Proceedings.** The arbitration shall be conducted in the federal judicial district in which you live at the time the arbitration is commenced. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The Arbitrator shall be entitled to award the same remedies that a court can award, including any kind of injunctive relief that could be awarded by a court. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed. Nothing contained in this Arbitration Agreement shall prevent either You or the credit union from applying to any court of competent jurisdiction for emergency provisional relief, such as a temporary restraining order, a temporary protective order, an attachment or any other pre-judgment remedies.
- c. (i) **Class Arbitration Waiver.** ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ARBITRATION.
- (ii) **Class Action Lawsuit Waiver.** YOU ALSO UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO COMMENCE OR PARTICIPATE IN A CLASS ACTION LAWSUIT.
- d. **Severability.** In the event the Class Arbitration Waiver and/or Class Action Lawsuit Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable.

FOR MORE DETAILS or if you have questions, you may call us or visit a branch. If you have questions about AAA procedures, you should check AAA's website, [www.adr.org](http://www.adr.org), OR call AAA at (800) 778-7879.

### 23. RELATIONSHIP OF PARTIES

---

Nothing in this Agreement creates a joint venture, partnership, principal agent, or mutual agency relationship between the parties. No party has any right or power under this Agreement to create any obligation, expressed or implied, on behalf of the other party.

### 24. NO THIRD-PARTY BENEFICIARIES

---

This Agreement shall not be construed to confer any rights or remedies upon any person not a party to this Agreement, whether as third-party beneficiary or otherwise, against you or the credit union, their respective successors, assigns and affiliates.

### 25. CAPTIONS & HEADINGS

---

The captions or headings used in this Agreement are for convenience only and will not be used to construe or interpret any provision hereof.

### 26. USE OF TRADEMARK

---

You may not use our name or trademarks without the express written consent of the credit union. If you are permitted to use any of credit union's name, trademarks or promotional materials, you will not indicate, directly or indirectly, that the credit union endorses, or is connected in any way with, any of your goods or services.

### 27. ACCOUNT RECONCILIATION

---

We will provide notice of receipt of deposits to your account on the periodic statement for such account. You are responsible for detecting and reporting to us any discrepancy between your records and the records the credit union provides to you. If you do not detect and notify us of such a discrepancy within 60 days of your receipt of any terminal printout, mailed report or periodic statement (each a "Report"), whichever is received first, then such transactions shall be considered correct, and you shall be precluded from asserting such error or discrepancy against the credit union.

### 28. CONTINGENCY PLAN

---

You agree that, in the event you are not able to capture, balance, process, produce or transmit a File to credit union, or otherwise comply with the terms hereof or of the Procedures, for any reason, including, but not limited to communications, equipment or software outages, interruptions or failures, you will transport the originals of all checks to the closest office of credit union and deposit original checks with credit union until such time that the outage, interruption or failure is identified and resolved. The deposit of original checks at an office of credit union shall be governed by the terms and conditions of the Account Agreement and not by the terms of this Agreement.

### 29. INTERNET DISCLAIMER

---

The credit union does not, and cannot, control the flow of any documents, files, data, or other information via the Internet, whether to or from our network, other portions of the Internet or otherwise. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your connections to the Internet (or portions thereof). We cannot guarantee that such events will not occur. Accordingly, we disclaim any and all liability arising out of, resulting from or related to, such events, and in no event shall we be liable for any damages of any kind (whether in contract, in tort or otherwise) that are attributable or in any way related to the Internet infrastructure or your or the credit union's ability or inability to connect to the Internet.

### 30. EXHIBIT A DEFINITIONS

- a. **Business Days.** “Business Day” means a calendar day other than a Saturday or Sunday or Federal Holiday in which the credit union is open for business. The processing day cut-off time is 2:30pm Mountain Time, after which transactions will reflect an effective date of the next Processing Day. Similarly, transactions that you initiate on a non-processing day (Saturday, Sunday, Federal Holidays, or any other day the credit union is closed, whether anticipated or not) are effective dated the next Business / Processing Day. For Saturdays and Sundays, the next Business Day is typically a Monday, permitting that Monday is not a Federal Holiday.
- b. **Check.** “Check” means an Original Check, as defined in Regulation CC, including Money Orders, Traveler’s Cheques and Gift Cheques, except that Check does not include a Substitute Check or a remotely created check. The Check Item can only be drawn on financial institutions within the United States.
- c. **Confidential Information with Respect to any Party as Recipient.** “Confidential Information with respect to either party as recipient” means any information obtained by, or disclosed or made available to such party (whether in writing, verbally or by observation of objects or processes) from or by the other party, that is accompanied by a clear indication that the disclosing party considers the information to be confidential or proprietary, or is of a type that the recipient should reasonably consider it the confidential or proprietary information of the disclosing party or its licensors. Confidential Information does not include information that (i) is or becomes generally available to the public other than as a result of a disclosure by the recipient; was in the recipient’s possession before the time of disclosure, (iii) becomes available to the recipient on a non-confidential basis from another source, provided that the recipient has no actual knowledge that the source of such information was bound by and in breach of a confidentiality obligation with respect to such information; or (iv) is independently developed by the recipient without reference to or use of the disclosing party’s other Confidential Information. The Documentation and any materials relating to the Documentation will be deemed the Confidential Information of credit union for purposes of this Agreement. Any non-public personal information regarding you shall be deemed the Confidential Information of you for purposes of this Agreement.
- d. **Documentation.** “Documentation” means all documentation, application, user set-up form, system requirements guide, schedule of fees, the user manual, any other user guides/quick references, all instructions (including online instructions) relating to the Product and Services which we may provide to you from time-to-time in connection with the Product or Services.
- e. **Imaged Item.** “Imaged Item” means the digitized image of a Check that is created by you and transmitted to us using the Service.
- f. **Endpoint.** “Endpoint” means any Federal Reserve Bank, financial institution, local clearing house, and courier or other entity or location for the delivery of cash letters or other presentment of Electronic Items or Substitute Checks.
- g. **Image Exchange Item.** “Image Exchange Item” means a digitized image of an Item cleared and settled directly with a Payor Financial Institution without conversion to a Substitute Check.
- h. **Item.** “Item” means a Check that is payable on demand, drawn on or payable through or at an office of a United States Financial Institution, whether negotiable or not, and payable or endorsed to you and includes Original Checks, Substitute Checks and Image Exchange Items. Such term does not include Non-cash Items or Items payable in a medium other than United States money.
- i. **Non-Cash Item.** “Non-cash Item” means an Item that would otherwise be an Item, except that: (i) a passbook, certificate or other document is attached; it is accompanied by special instructions, such as a request for special advice of payment or dishonor; (iii) it consists of more than a single thickness of paper, except an Item that qualifies for handling by automated check processing equipment; or (iv) it has not been preprinted or post encoded in magnetic ink with the routing number of the Payor Financial Institution.
- j. **Non-Qualifying Item.** “Non-qualifying Item” means any Foreign Check Item, Savings Bond (E, EE, HH, etc.), Third-Party Check Item (Double Endorsement Check Item), your own Check issued by and drawn on the Member and/or its affiliates, temporary checks, and stale dated Items.
- k. **Original.** “Original” with respect to a Check means the first paper Item issued with respect to a payment transaction.
- l. **Payor Financial Institution.** “Payor Financial Institution” means the United States Financial Institution ordered in an Item to make payment to the payee(s) named on the Item.
- m. **Product.** “Product” means collectively the procedures, protocols, and software used by credit union and its licensors and contractors in connection with the electronic processing of Items and includes without limitation the Services.
- n. **Regulation CC.** “Regulation CC” means 12 C.F.R. Part 229, as it may be amended from time to time.
- o. **Services.** “Services” means the services described in this Agreement, to be provided by us to you to enable the processing of Items digitally as Image Exchange Items through image exchange networks or through creation of Substitute Checks and presentment to established Endpoints.
- p. **Software.** “Software” means any software which may be offered or required by credit union for use in receiving, validating, and packaging images and data from a bulk file to be forwarded to credit union for additional processing.
- q. **Substitute Check.** “Substitute Check” means a paper reproduction of an Item that satisfies the requirements and definition of “substitute check” set forth in Regulation CC.

- r. **UCC.** “UCC” means the Uniform Commercial Code as enacted and amended in the state whose law governs interpretation of this Agreement.
- s. **United States Financial Institution.** “United States Financial Institution” means (i) any person, located in the United States, engaged in the business of banking; (ii) a Federal Reserve Bank; (iii) a Federal Home Loan Bank; and (iv) to the extent it acts as a payor, the U.S. Treasury, the U.S. Postal Service, or a State or local government.

# Electronic Funds Transfer Agreement & Regulation E Disclosure

The Electronic Funds Transfer Agreement is the contract which covers your and our rights and responsibilities concerning the electronic funds transfer (“EFT”) services offered to you by Credit Union of Denver. Electronic funds transfers are electronically initiated transfer services described below. By signing the Application for Membership, 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.

**Business Days:** Our Business Days are Monday through Friday, excluding Federal Holidays. The Processing Day cut-off time is 6:00 p.m. Mountain Time, after which transactions will reflect an effective date of the next Processing Day. Similarly, transactions that you initiate on a non-processing day (Saturday, Sunday, or Federal Holidays) are effective dated the next Processing Day.

**Fees:** Please refer to our Rate & Fee Schedule for fees and costs for Electronic Funds Transfer services.

## 1. EFT SERVICES

---

- a. **MasterCard® Credit Card / Debit Card.** Card transactions are electronically initiated transfers of money through the card services described below. By signing any applications, Membership Card(s), Joint Owner Addendum(s), signing our Card, using our Card, or using any other electronic service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the Card services offered.

You may use your Card and Personal Identification Number (PIN) at merchants, in Automated Teller Machines (ATM) of the credit union, ATM Networks, and such other machines or facilities as the credit union may designate. Funds to cover your purchases and ATM withdrawals using your Debit Card will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount and there is no overdraft protection designated or available, we may not pay the amount and may terminate all services under this Agreement. The use of your Card and account are subject to the following conditions:

- i. **Ownership of the Card.** 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.
- ii. **Honoring the Card.** Neither Credit Union of Denver 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 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.
- iii. **Foreign Transactions.** Purchases and cash withdrawals made in foreign countries or in foreign currencies using your Card will be debited from your account in U.S. Dollars and subject to an applicable fee. Transactions initiated via the internet with merchants or other parties located outside of the United States of America are deemed to occur in the foreign country where the merchant or other party is located. Please refer to our Rate & Fee Schedule.

### b. Pre-authorized EFTs

- i. **Direct Deposit.** Upon instruction of your employer, the Treasury Department, or other financial institutions the credit union will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security, to your savings or Checking account. You may also receive other preauthorized credits or transfers to your account.
  - ii. **Pre-Authorized Debits.** You may make periodic withdrawals from your savings or Checking account to a person or company at least periodically which you have arranged with that person or company, provided you have enough funds in your account to cover the payment.
- c. **Call-24 Services (Telephone Banking).** Under our CALL-24 Service you may use a telephone to access your account by calling 303.231.9014 or 800.951.9014, and along with your Account number and CALL-24 PIN you will be able to access your account.
- d. **cuonline (Online Banking).** If you sign up for cuonline you may use a personal computer or mobile device to access your accounts by using your account number and a Password that you have chosen. For this service, you will need a personal computer with access to the Internet. The online address for online services is [cudenver.com](http://cudenver.com).
- e. **Bill Payment Services.** You may use Credit Union of Denver’s bill payment service, known as “Bill Pay”, to direct Credit Union of Denver to make payments from your Checking account to the payees you choose in accordance with the provisions of Credit Union of Denver’s BILL PAYMENT Agreement and Disclosures.
- f. **Mobile Banking.** If you have an Apple or Android device, you can access Mobile Banking by downloading the Mobile Application (app) from the Apple App Store or Android Market. After downloading the app, you must log in to cuonline at [cudenver.com](http://cudenver.com) to register your Mobile Device and obtain a one-time activation code. After activating your device, you will continue to log in to Mobile



Banking from your app by using your cudonline Username and Password. If you do not have an Apple or Android device, you can access Mobile Banking by going to cudonline.com and entering your cudonline User ID and Password.

## 2. ELECTRONIC CHECK CONVERSION / ELECTRONIC RETURNED CHECK FEES

---

If you pay for something with a check, you may authorize your check orally or in writing to be converted to an electronic funds transfer. The merchant will debit your account by using the routing, account, and serial number of your check to initiate the transfer whether the check is blank, partially, or fully completed and signed. This Electronic Check Conversion is subject to the terms of our Electronic Funds Transfer Agreement. You authorize this conversion by completing the transaction after being told (orally or by a notice posted or sent to you) or by signing a written authorization that the transfer may be processed electronically. You authorize us to honor any electronic check conversion from your Checking account just the same as a regular written check. You remain responsible for notifying us of any unauthorized electronic check transfer shown on your statement. The credit union will not be liable for account information provided by you to a third-party vendor for the purpose of creating a check and will honor that check under the same guidelines as regular checks. Your account will also be debited for electronic returned check fees that you have authorized.

## 3. TYPES OF AVAILABLE TRANSFERS AND TRANSACTIONS

---

### a. MasterCard® Debit Card

- Make deposits to your Checking or savings account using designated ATMs
- Withdraw cash from your Checking or savings account using designated ATMs
- Transfer funds between your Checking or savings account using designated ATMs

### b. MasterCard® Debit & Credit Card

- Pay for purchases at places that have agreed to accept the Card
- When you have authorized a charge or transaction for a purchase using the Debit Card from a participating merchant, and MasterCard® International has accepted it, your account will be held for the amount of purchase for 48 hours OR until the actual charge posts to your account. This hold will affect the available funds in your account.
- Cash Advances at any financial institution that accepts MasterCard®
- Order goods or services by mail or telephone from places that accept the Debit or Credit Card
- When purchasing on-line, you may be required to establish a password to validate your transaction
- Transaction limitations at ATMs may vary from machine to machine

### c. Pre-authorized EFTs

- You may have credits automatically deposited into your checking or savings account
- You may have debits automatically withdrawn from your checking or savings account

### d. Call-24 Services (Telephone Banking)

- Make withdrawals from Checking, savings, and Money Market accounts. A check payable to the primary member will be mailed on the business day following the request for withdrawal to the address of record.
- Transfer funds between Checking, savings, or Money Market accounts
- Transfer funds from an Overdraft Line of Credit loan (suffix 60) to a savings or Checking account
- Obtain account balances, loan payment amounts and due dates
- Obtain current investment rates
- Obtain information about the last dividends paid to your account
- Obtain information about payroll deduction or direct deposit posted to the account
- Obtain tax information, including total interest paid and dividends
- Obtain information on checks cleared, Debit Card and ATM transactions
- Obtain various account information related to any of your deposit or loan accounts including current balances, dividends posted, loan interest and payoff balance, due dates, and scheduled loan payment amounts
- Obtain 90-day account history information
- Transfer funds between your Prime Share, Checking, Special Share, and Money Market and Mile High Money Market accounts.
- Transfer funds from your Prime Share, Checking, Special Share, or Money Market accounts to make your loan payments.
- With prior written approval, transfer funds from your account to another Credit Union of Denver account (cross account transfer)
- View copies of cleared checks
- Sign up for and access eStatements (electronic statements)
- Receive account alerts
- Export account history and information into Quicken
- Obtain tax information, including interest paid and dividends earned for year to date and for the previous year
- Obtain selected dividend and interest rates
- Edit or update your member information/profile
- Other enhancements, transactions, inquiries, or calculations that may be made available on the cudonline system from time to time

### e. Bill Payment Services

- “One-Time” payments are payments that are not reoccurring
- “Recurring” payments are payments that are reoccurring on a fixed interval and fixed amount. You have an option in online banking to set Automatic Payments to continue for a specific number of payments.

### f. Mobile Banking

- Obtain various account information related to any of your deposit or loan accounts including current balances, dividends posted, loan interest and payoff balance, due dates, and scheduled loan payment amounts
- Obtain 90-day account history information
- Transfer funds from your Overdraft Line of Credit loan (suffix 60) to the savings or Checking account
- Transfer funds between your Prime Share, Checking, Special Share, Money Market, and Mile High Money Market accounts
- Transfer funds from your Prime Share, Checking, Special Share savings, or Money Market accounts to make your loan payments
- With prior written approval, transfer funds from your account to another Credit Union of Denver account (cross account transfer)
- Complete a bill pay payment to an existing payee. (Bill Pay set-up must occur thru cudonline).

#### 4. LIMITATIONS AND FEES

##### a. MasterCard® Debit Card/MasterCard® Credit Card/ Debit Card Advantage Program

- Unless you Opt-In to Debit Card Advantage (see Debit Card Advantage section in the Account Agreement), total purchases using your Debit Card may not exceed: your combined available balances in your Prime Share or Money Market account (whichever you have set up to be an overdraft source), your Checking and your Overdraft Line of Credit loan; fifteen (15) transactions per day; or \$3,000 in total purchases per day. This limit may be increased for specific purchases by calling 303.234.1700 or 800.279.3288.
- Unless you Opt-In to Debit Card Advantage (see Debit Card Advantage section in the Account Agreement), total withdrawals from an ATM using your Debit Card may not exceed current balance or maximum of \$510 per day – this limit includes any fees assessed. Each ATM may have its own limits. This limit may be increased by calling 303.234.1700 or 800.279.3288.
- We have the right to refuse to allow any cash withdrawals or to refuse to authorize any purchases if funds on deposit in your account are insufficient, have not been collected, are subject to a specific hold placed by us under applicable law or that exceed your authorized credit limit.
- If you use an ATM that is not operated by us, you may be charged a fee by us and by the ATM operator and by the national, regional or local network used in processing the transaction, (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction.
- If you obtain a cash advance from your MasterCard at another institution, they may charge you a fee.

##### b. Pre-authorized EFTs

- No transfer or debit may exceed the available funds in your account combined with any funds available on an Overdraft Line of Credit loan or any funds available per our Overdraft Privilege and/or our Debit Card Advantage Program.
- Transfers from certain savings accounts may be limited in any one calendar month per section 37 of the Membership & Account Agreement.

##### c. Call-24 Services (Telephone Banking).

- No transfer or withdrawal may exceed the available funds in your account.
- Transfers from certain savings accounts may be limited in any one calendar month per section 37 of the Membership & Account Agreement.

##### d. cudonline (Online Banking)

- You may not use cudonline to transfer funds from your Home Equity Line of Credit (HELOC).
- You may not use cudonline to make Individual Retirement Account (IRA) Contributions.
- You may not use cudonline to withdraw or transfer from your Certificate or IRA Certificate account funds.
- You may not use cudonline to withdraw money from your Holiday account.
- You may not use cudonline to pay your Credit Union of Denver 1st Mortgage.
- You may not use cudonline to pay your Credit Union of Denver Student Loans.
- You may not use cudonline to perform other transactions with other vendors who supply service to Credit Union of Denver.
- cudonline is generally available 24 hours per day, seven days per week, and 365 days per year; however, cudonline may be interrupted without notice due to circumstances beyond our control and for short periods each week for data processing and/or periodically for servicing or updates.
- Transfers from certain savings accounts may be limited in any one calendar month per section 37 of the Membership & Account Agreement.

##### e. Bill Payment Services

- Credit Union of Denver reserves the right to refuse to pay any person or entity to which you may direct a payment using Bill Pay. You will be notified promptly if any person(s) or entity(ies) designated by you will not be paid. This notification is not required if you attempt to pay tax, court related payments or payments outside the United States, its possessions/territories (American Samoa, Guam, Marshall Islands, Micronesia, N. Mariana Islands, Palau, Puerto Rico and the Virgin Islands), which are prohibited under this Agreement.
- Transfers from certain savings accounts may be limited in any one calendar month per section 37 of the Membership & Account Agreement.

##### f. Mobile Banking

- You may not use Mobile Banking to transfer funds from your Home Equity Line of Credit (HELOC).
- You may not use Mobile Banking to make Individual Retirement Account (IRA) Contributions.
- You may not use Mobile Banking to withdraw or transfer from your Certificate or IRA Certificate account funds.
- You may not use Mobile Banking to withdraw money from your Holiday account.
- You may not use Mobile Banking to pay your Credit Union of Denver 1st Mortgage.
- You may not use Mobile Banking to pay your Credit Union of Denver Student Loans.

- You may not use Mobile Banking to perform other transactions with other vendors who supply service to Credit Union of Denver.
- Mobile Banking is generally available 24 hours per day, seven days per week, and 365 days per year; however, Mobile Banking may be interrupted without notice due to circumstances beyond our control and for short periods each week for data processing and/or periodically for servicing or updates.
- Transfers from certain savings accounts may be limited in any one calendar month per section 37 of the Membership & Account Agreement.

## 5. RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS

- Periodic Statements.** Statements will be provided monthly which reflect ALL EFT Services
- Terminal Transfers.** A receipt will be offered at the time you make a transfer to or from your account using ATM or point-of-sale terminals.
- Pre-authorized Credits.** The person or company making the deposit will tell you every time they send us the money. You can call us at 303.234.1700 or 800.279.3288 to find out whether the deposit has been made.
- No Receipts.** No receipts will be mailed for cudonline, Bill Pay or Mobile Banking transactions.

## 6. PROTECTING YOUR PERSONAL IDENTIFICATION NUMBER (PIN) & PASSWORD

The PIN(s) & Password(s) issued to / chosen by you are for your security purposes. Any PIN(s) or Password(s) issued to you / chosen by you are confidential and should not be disclosed to third parties. Your PIN should also not be recorded on or with your card. Your Password should not be recorded and stored near its respective access device. You are responsible for safekeeping your PIN(s) and Password(s). You agree not to disclose or otherwise make your PIN(s) or Password(s) available to anyone not authorized to sign on your account(s). You agree that we are entitled to act on transaction instructions received using your PIN(s) and Password(s) and you agree that the use of your PIN or Password will have the same effect as your signature authorizing transactions. If you authorize anyone to use your PIN(s) or Password(s) that authority shall continue until you specifically revoke such authority by notifying the credit union. You understand that any individual you disclose your PIN(s) or Password(s) to may obtain information or withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these PIN(s) and Password(s) and the credit union suffers a loss, we may terminate your electronic services immediately.

## 7. RIGHT TO STOP PAYMENT FOR PRE-AUTHORIZED EFTS

If you have told us in advance to make regular payments out of your account, or you have set up regular payments with a company, you can stop any of these payments by calling us at 303.234.1700 or 800.279.3288 or writing to:

**Credit Union of Denver**  
**PO Box 261420**  
**Lakewood, CO 80226-9420**

Your request to stop payment must be received three (3) business days or more before the payment is scheduled to be made. If you call, we may require you to put your request in writing and get it to us within fourteen (14) days after you call. We will charge you a fee as disclosed in our Rate & Fee Schedule for each stop payment order given. You are required to notify (in writing) the company you initiated the transfer through to cancel the payment.

## 8. BILL PAYMENT SERVICES

Bill Payment Services can be cancelled or changed through online banking prior to our cut-off time, which is currently 12:00 a.m. Mountain Standard Time.

## 9. NOTICE OF VARYING AMOUNTS FOR PRE-AUTHORIZED EFTS

If these regular payments vary in amounts, the person or company you are going to pay will tell you ten (10) days before each payment when it will be and how much it will be. You may choose instead to get the notice only when the payment would differ by more than a certain dollar amount or would fall outside certain limits that you set. We will not verify the amount of the pre-authorized payments coming through.

## 10. CONSUMER LIABILITY

You are responsible for all transactions you authorize using EFT Services under this Agreement. If you permit other persons to use an EFT Service, Card, or your PIN, you are responsible for any transactions they authorize or conduct on any of your accounts, even if that amount exceeds what you have authorized.

- MasterCard® Debit Card and/or Credit Card.** You are responsible for all transfers you authorize using your EFT services under this Agreement. If you permit other persons to use an EFT service, POS/ ATM or Debit Card, or access code, you are responsible for any transactions they authorize or conduct on any of your Accounts. If you believe your Card or Personal Identification Number (PIN) has been lost, stolen, or compromised, or if you believe that someone has debited or transferred or may transfer money from your account without your permission or if you believe that your account has been compromised in some fashion, call us or write us immediately. Telephoning immediately is the best way of keeping your possible losses down. Your maximum liability for fraudulent or unauthorized transactions is \$0 if (a) you notify us within two (2) business days after the loss or theft of your card or after learning of the fraudulent or unauthorized transaction(s), and (b) you have exercised reasonable care in safeguarding your card and/or PIN number from risk of loss or theft. If you do not notify us within two (2) business days after the loss or theft of your card or after learning of the fraudulent or unauthorized transaction, or you have failed to exercise reasonable care in safeguarding your card and/or PIN number from risk of loss or theft, then you may be liable for up to the lesser of (a) \$500, or (b) the sum of the fraudulent or unauthorized transactions that occur

after the close of two business days and prior to notice being given to us (in the case of your failure to timely provide notice). If your statement shows EFT transfers or transactions that you did not make, tell us at once. If you do not tell us within sixty (60) days after your statement was mailed to you or when your eStatement was made available for your review through online banking, you may be liable for the full amount of the unauthorized EFT transfers or transactions that occur after the close of the above-described sixty (60) day period and before notice to us. If a good reason (such as a hospital stay) kept you from telling us, we may extend the time periods. The thresholds identified above apply to unauthorized and fraudulent charges. The thresholds identified above do not apply to disputed charges. Disputes are transactions between the cardholder and the merchant that are not due to fraud. Disputed transactions are transactions that are initially initiated by the cardholder and the dispute can arise from issues including, but not limited to non-receipt of item(s) or dissatisfaction with product(s), etc. Fraudulent charges (unauthorized transactions) are transactions that were never authorized by the cardholder.

You may not use the Card for any illegal or unlawful transactions, and we may decline to authorize any transaction that the credit union believes poses an undue risk of illegality or unlawfulness.

To report to your Card as Lost or Stolen or to report unauthorized activity:

**For MasterCard® Debit Cards.** Call 303.234.1700, 800.279.3288 or 888.918.7746

**For MasterCard® Credit Card.** Call 866.820.5890 or write to:

**Credit Union of Denver  
ATTENTION: Card Department  
P.O. BOX 261420  
Lakewood, CO 80226-9420**

When you report a problem or discrepancy, please:

- Tell us your name and account number.
- Describe in detail the error or the transaction you are unsure about and explain why you believe it is in error or what additional information you need.
- Tell us the date and dollar amount of any suspected error.
- Arrange to complete and submit to the credit union all required documents and affidavits within required time frames (as applicable).

If you permit someone to use your Card or have access to your PIN, and that person uses your card and PIN, we will treat this as though you have authorized the person to use your Card and PIN. You must then give us written notice revoking the person's authority to use your Card and PIN, and this notice will only be effective as to transactions made after midnight on the next business day following the business day on which we received the written notice. You will be liable for fraudulent use of your Card and PIN on your account in any situation where we can demonstrate that you acted alone or with others to defraud us.

The Credit Union may also request that you file a police report. You agree to fully cooperate with the credit union, the police, the FBI, and any other entity investigating any claim of unauthorized card usage.

- b. Pre-authorized EFTs, CALL-24 Services, cudonline, Bill Pay, Mobile Banking, or Electronic Check Conversion / Electronic Returned Check Fees.** You are responsible for all transactions you authorize using EFT Services under this Agreement. If you permit other persons to use an EFT Service, or your PIN, or your Password, you are responsible for any transactions they authorize or conduct on any of your accounts, even if that amount exceeds what you have authorized. If you believe that someone has debited or transferred or may transfer money from your account without your permission, or if you believe that your account has been compromised in some fashion, or if you believe your PIN has been lost, stolen or compromised call or write us immediately. If you permit someone to have access to your PIN or Password and that person uses your PIN or Password, we will treat this as though you have authorized the person to use your PIN or Password. You must then give us written notice revoking the person's authority to use your PIN or Password, and this notice will only be effective as to transactions made after midnight on the next business day following the business day on which we received the written notice. You will be liable for fraudulent use of your PIN on your account in any situation where we can demonstrate that you acted alone or with others to defraud us. If your periodic statement shows an unauthorized transfer, or if you identify any errors or discrepancies in your statement or transaction record, or if you need any information about a transaction listed on the statement or transaction record please notify us at once. If you do not tell us within sixty days after the statement was mailed to you or when your eStatement was made available for your review on our website, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from doing the transfers / transactions if you had told us in time. You must notify the credit union within sixty (60) days after we have sent the first statement on which the problem or error appeared or when your eStatement was made available for your review on our website. If we do not receive notification within the sixty (60) days and obtain completed documents and affidavits necessary to investigate your claim, you may face unlimited liability for all unauthorized transfers made after the sixty (60) day period and before notice is given to the credit union. If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.

To report unauthorized activity, call 303.234.1700 or 800.279.3288 or write to:

**Credit Union of Denver  
P.O. BOX 261420  
Lakewood, CO 80226-9420**

When you report a problem or discrepancy please:

- Tell us your name and account number.
- Describe in detail the error or the transaction you are unsure about and explain why you believe it is in error or what additional information you need.
- Tell us the date and dollar amount of any suspected error.
- Arrange to complete and submit to the credit union all required documents and affidavits within required time frames (as applicable).

When you report a problem or discrepancy for Bill Pay transactions, please:

- Tell us your name and the number of the account used to pay the bill.
- Tell us the applicable payee name and account number.
- Tell us the date the payment was sent and the payment amount.
- Tell us the bill pay confirmation number.
- Arrange to complete and submit to the credit union all required documents and affidavits within required time frames (as applicable).

## 11. CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transfer to or from your account on time and in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, there are some exceptions. By way of example, we will not be liable if for instance:

- Through no fault of the credit union, you do not have enough money in your account or sufficient collected funds to make the transfer.
- Your account is “frozen” because of a court order.
- If you have used your Card, PIN or Password in an incorrect manner.
- Your Card, PIN or Password has been reported lost, stolen, or compromised.
- You used the wrong PIN or Password and the transaction could not be completed.
- If the ATM where you are making the transaction does not have enough cash.
- The system is unavailable due to system maintenance.
- You used the wrong PIN or Password, or you have not properly followed any applicable instructions for making transfer and payment transactions.
- The system was not working properly, and you knew about the breakdown before you started the transfer.
- The error was caused by a system beyond our control, such as your Internet Service Provider, any computer virus, or problems related to software not provided by the credit union.
- Circumstances beyond the control of the credit union (such as fire, flood, computer, or telephone system malfunction) prevent the transfer despite reasonable precautions we have taken.
- The transfer would violate another agreement between you and the credit union.
- The transfer would cause your Overdraft Line of Credit loan or other loan to exceed the approved limit or if you are delinquent on any loan payments.
- You have not given us, or another party, complete, correct, and current instructions so the credit union can process transfer, payment, or bill payment.
- We make a timely bill payment, but the payee never-the-less does not credit your payment promptly after receipt.
- The Bill Pay Payee is not already an existing payee in the Bill Pay System (Only Applies to Mobile Banking).
- There are other reasons or exceptions preventing us from processing your transaction as you instructed.
- There are other reasons as established by us from time to time.

## 12. BILLING ERRORS

In case of errors or questions about your electronic transfers, please call us at 303.234.1700 or 800.279.3288, or write to:

**Credit Union of Denver**  
**P.O. Box 261420**  
**Lakewood, CO 80226-9420**

We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

When you report a problem or error, please:

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 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 10 business days, we may not credit your

account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

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

### **13. TERMINATION OF EFT SERVICES**

---

You agree that we may terminate this Agreement and your use of any EFT services, if you, or any unauthorized user of your account or PIN breach this Agreement with us, or if we have reason to believe that there has been an unauthorized use of your card, account or identification code. You or another party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated prior to termination.

### **14. NOTICES**

---

We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by regulation. Use of any EFT Service is subject to existing regulations governing the credit union account and any future changes to those regulations.

### **15. THIRD-PARTY TRANSACTIONS**

---

We will not disclose any information to third parties in regard to your accounts, your balances, or any transactions made with the exception of: a) when it is necessary to complete the transaction; b) when it is in compliance with the law, government agency or court orders; c) when the third-party needs to verify the existence or condition of your account when it is lawful to do so; or d) when you give us written permission; e) to business partners when deemed necessary to provide competitive products and services to our members.

### **16. ENFORCEMENT**

---

You agree to be liable to the credit union for any liability, loss, or expense as provided in this agreement that the credit union incurs because of any dispute involving your accounts or services. You authorize the credit union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement or any claim or dispute arising hereunder shall be construed in accordance with and governed by the laws of the State of Colorado which law together with specifically applicable federal laws govern this Agreement unless specifically applicable law expressly requires otherwise. Our website and the electronic services that we provide (excluding linked sites) are controlled by the credit union from its principal offices within the State of Colorado. While you may choose to access our website and electronic services from other locations, we make no representation that any information, materials, or functions included in our website 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. Section headings in this Agreement are for convenience of reference only and shall not govern the interpretation of any provision of this Agreement. If any law or judicial ruling renders any term or condition of this Agreement unenforceable, the remaining terms and conditions shall remain in full force and effect. 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. Transactions involving a loan will not alter the terms or conditions of the loan Agreement(s) but will remain subject to the terms and conditions of this Agreement where not inconsistent with the Credit Agreement. In the case of any conflict, the loan Agreement will govern.

### **17. CREDIT UNION'S RIGHT TO INVESTIGATE**

---

It is agreed that it is critical to the credit union and its members that the credit union have full rights to investigate all transactions, methods and means of making transactions to protect its members and the credit union. Therefore, it is agreed that upon notification of any claim of error, unauthorized transaction(s) or other notification related to or arising from any transaction(s), methods or means of making transactions the credit union shall have full rights of investigation to extend to all persons, means and methods of making transactions. It is expressly agreed that this shall specifically include the right to inspect and scan a member's or user's access device(s); and to report the credit union's findings of such investigation to all owners and/ or users.

# Wire Transfer Agreement & Regulation J Disclosure

The following rules shall apply to all wire transfer services provided by Credit Union of Denver. The words “I”, “Us”, “We”, or “Our” shall apply to and mean “Credit Union of Denver”. The words “You” and “Your” shall apply to and mean the member who has requested or utilized the wire transfer services stated herein.

## ACCEPTANCE OF PAYMENT ORDERS

---

In general, we will accept payment orders only if you have signed an “Outgoing Wire Transfer Form”, have a sufficient withdrawable balance on deposit in the appropriate account to execute the payment order, and produce valid identification. Once you have signed a “Telephone Wire Authorization”, we will accept telephonic payment orders from you, provided our security procedures are followed.

## SECURITY PROCEDURES

---

Once you have signed a “Telephone Wire Authorization” and provided us with a pre-designated and agreed upon password, we will accept payment orders from you via telephone, provided you have a sufficient withdrawable balance on deposit in the appropriate account to execute the payment order, and you provide the information above to us when you call to make a payment order. You will be liable for any payment order or communication amending or canceling a payment order, whether authorized, that is issued in your name and accepted by the credit union in compliance with the agreed-upon security procedure.

## IMPOSSIBILITY OF PERFORMANCE

---

The credit union will not be liable for failure to comply with the terms of an outgoing wire transfer form caused by legal constraint, interruption or failure of transmission and/or communications facilities, war, emergency, labor dispute, act of nature, or circumstances beyond the control of the credit union.

## INDEMNIFICATION

---

You indemnify the credit union, its agents and employees against any loss, liability, or expense (including attorney’s fees) resulting from or arising out of any claim of any person in connection with any matters except where applicable law precludes your notification.

## NOTIFICATION

---

You will not be provided with separate notification each time we receive a wire transfer into your account. We will provide you with notification of incoming wire transfers as part of your periodic statement. In the event we accept payments to your account through one or more Automated Clearing Houses (“ACH”), the operating rules of the National Automated Clearing House Association (“NACHA”) will be applicable to ACH transactions involving your account. These rules do not require that we provide you with notification of the receipt of these Items as part of your periodic statement. You must notify us in writing of any unauthorized or erroneous payment order within sixty (60) days from the date you first received notification from the credit union either that the order was accepted or your account was debited with respect to the order. Should you fail to promptly notify us of any unauthorized or erroneous payment order as discussed above, we will not be liable to you for any subsequent similar occurrence that we could have prevented had we received such notice.

## CHOICE OF LAW

---

We may accept, on your behalf, payments to your account that have been submitted by Fedwire and that are not subject to the Electronic Funds Transfer Act (“Regulation E”). Your rights and obligations with respect to such transfers shall be governed and construed in accordance with Regulation J, Subpart B-Funds Transfers through Fedwire, and the applicable Federal Reserve Bank Operating Circular. Whenever an ACH is used as part of a transaction that does not involve Fedwire, the rules of that ACH will govern that part of the transaction. Where none of the above-stated rules apply, the trans- actions contemplated shall be governed by the laws of the State of Colorado, including Article 4A of the Colorado Uniform Commercial Code.

## CUT OFF TIME FOR FUNDS TRANSFERS

---

Unless otherwise provided by the credit union in a separate schedule concerning specific types of funds transfers, the cutoff time for receipt and processing of payment orders shall be 12:00 pm Mountain Standard time on each funds transfer business day. The same cutoff time shall be applicable to communications canceling or amending a wire instruction.

## FEES

---

We will charge you a fee (please refer to our Rate & Fee Schedule) for each payment order you give us. Credit Union of Denver makes no warranties with respect to fees charged by other financial institutions with respect to your payment orders.

## PROVISIONAL CREDIT

---

Credit given by us to you with respect to an ACH entry is provisional until we receive final settlement for the credit entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified that we are entitled to a refund of the amount credited to you in connection with the credit entry. Moreover, you are hereby notified that the party making payment to you (the originator) shall not be deemed to have paid you the amount of the credit entry.

## **YOUR LIABILITY FOR INCORRECT INFORMATION**

---

If you give us a payment order that identifies a beneficiary (the person to whom you are wiring funds) by name and account number or some other identifying number (such as a Social Security, Taxpayer I.D. or driver's license number), we may pay the beneficiary on the basis of the number provided to us by you and consider that number to be proper identification. This will be true even if the number provided to us identifies a person different from the named beneficiary, unless otherwise provided by law or regulation.

If you give us a payment order that identifies the beneficiary's financial institution in the funds transfer by name and Routing and Transit or other identifying number, we, as well as the receiving financial institution, may rely on the number provided to us by you as the proper identification. This will be true even if the number provided identifies a financial institution that is different from the named financial institution, unless otherwise provided by law or regulation.

## **LIMITATION OF LIABILITY**

---

If we are ever obligated by law to pay interest on the amount of a transfer, you will be paid interest on a daily basis equal to the current dividend rate that is otherwise applicable to the account from which the funds transfer should have occurred. In the event we are ever liable to you for damages due to a transfer, your damages will be limited to actual damages only. We will not be responsible for incidental or consequential damages, court costs or attorney fees, unless otherwise provided by law or regulation. If you make a payment order which instructs us to wire funds to foreign countries, we assume no liability as to the length of time necessary to complete such a transfer, provided we have acted in good faith, with ordinary care, and in compliance with applicable law.



# Expedited Funds Availability Act & Regulation CC Disclosure

This disclosure applies to all “transaction” accounts. Funds “availability” means your ability to withdraw funds from your account, whether those withdrawals are to be in cash, by check, automatic payment, or any other method we offer you for access to your account. If deposited funds are not “available” to you on a given day, you may not withdraw the funds in cash and we may not use the funds to pay items that you have written or honor other withdrawals you request. If we pay items that you have written or honor other withdrawals before funds are available to you, we may charge a fee.

## DETERMINING THE AVAILABILITY OF A DEPOSIT

---

The day funds become available is determined by counting business days from the day of your deposit. Every day is a business day except for Saturdays, Sundays, and Federal Holidays. If you make a deposit directly to one of our employees on a business day we are open, we will consider that day to be the day of your deposit for purposes of calculating when your funds will become available. If you make a deposit using our night depository after 6:30 am (local time) on a business day or on a day we are not open, we will consider the deposit to be made on the next business day we are open. If you make a deposit at an ATM before 6:00 pm (local time) on a business day that we are open, we will consider that day to be the day of your deposit. If you make a deposit at an ATM on or after 6:00 pm (local time) or on a day we are not open, we will consider the deposit to be made on the next business day we are open. If you send a deposit by mail, we will consider the deposit to be made on the business day it arrives.

## IMMEDIATE AVAILABILITY FOR CERTAIN ITEMS

---

The following types of deposits will generally be available for withdrawal immediately:

- Cash (if deposited in person to an employee of ours)
- Electronic deposits
- Wire transfers
- U.S. Treasury checks
- U.S. Postal Money Orders
- Other Government checks including those drawn on the Federal Reserve Bank or a Federal Home Loan Bank
- Certified checks including Cashier, Teller or Official checks

## AVAILABILITY FOR OTHER ITEMS

---

For items not listed in the prior section, our general policy is to make deposited funds available immediately however, we reserve the right to adjust this policy on a case-by-case basis. The first \$300.00 or such greater amount will generally be available no later than the first business day after the day of deposit.

## LONGER DELAYS MAY APPLY

---

Deposited funds will generally be available no later than the seventh business day after the day of deposit when:

- We believe a check You deposit will not be paid
- You redeposit a check that has been returned unpaid
- You have overdrawn your account repeatedly in the last six months
- You deposit checks totaling \$5,525.00 or more on any one day. In this case, the first \$5,525.00 will generally be available no later than the second business day after the day of deposit.
- There is an emergency, such as failure of computer or communications equipment

If we are not going to make all the funds from your deposit available immediately, we will notify you at the time you make your deposit and tell you when the funds will be available. If your deposit is not made directly to one of our employees (including a deposit made at an ATM) or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

## SPECIAL RULES FOR NEW ACCOUNTS

---

Funds deposited to an account open 30 days or less, that are not listed in the Immediate Availability for Certain Items section, will generally be made available no later than the ninth business day after the day of deposit.

## ATM / SHARED BRANCH DEPOSITS

---

If you make a deposit at an ATM or Shared Branch, \$200.00 of your deposit will be available immediately. An additional \$200.00 will be available for withdrawal at the start of business on the next business day after the day of deposit. Deposits made at ATMs and Shared Branches will generally be made available no later than the second business day after the day of deposit.

## FOREIGN CHECKS

---

Checks drawn on financial institutions located outside the U.S. (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 institution 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. Only foreign checks payable through a U.S. financial institution with routing numbers and payable in U.S. dollars will be available subject to the schedule described in this section.

# Unlawful Internet Gambling Enforcement Act & Regulation GG Disclosure

## INTERNET GAMBLING TRANSACTIONS

---

You may not use your account in connection with any business of placing, receiving or otherwise knowingly transmitting bets or wagers by any means which involves the use, at least in part, of the Internet, or for any other transaction which is prohibited by Federal Reserve Regulation GG, the Unlawful Internet Gambling Enforcement Act of 2006.

This notice serves as your disclosure under the regulation, although customers receiving their statements through Internet Banking may receive additional periodic disclosures on this topic.

# Truth in Savings Act Disclosure

## PRIME SHARE ACCOUNT

---

**Account Structure.** Variable rate, minimum balance required. The Prime Share account has only one dividend rate and annual percentage yield.

**Compounding and Crediting.** Dividends will be calculated daily, compounded, and credited monthly. The dividend period begins the first calendar day of the month and ends on the last calendar day of the month.

**Initial Deposit and Minimum Balance.** \$5.00 is required to open and maintain a Prime Share account. Any portion of this amount, if withdrawn, may revoke your membership.

**Rates and Fees.** Please refer to our Rate & Fee Schedule.

**Dividend Rate and Annual Percentage Yield.** These are prospective rates and yields that the credit union anticipates paying for the dividend period. Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period. The credit union will use the daily balance method to compute dividends. Accrual of dividends will begin on cash and non-cash deposits on the business day you deposit them to your account. Accrued dividends will be credited to the account upon account closure.

**Account Limitations:** Certain types of transfers may be limited in any one calendar month per section 37 of the Membership & Account Agreement. This account may be used as an overdraft protection source. Only the primary member may close the Prime Share account.

## HOLIDAY ACCOUNT

---

**Account Structure.** Fixed rate. The interest rate and annual percentage yield will remain in effect through October 31 of each year. The Holiday account will maintain the same ownership as indicated for the Prime Share account.

**Compounding and Crediting.** The credit union will use the daily balance method to compute interest. Interest is calculated daily and paid at maturity. Funds will be disbursed on October 31, of each year, and available for withdrawal on November 1 and transferred only to the Prime Share account.

**Initial Deposit.** \$5.00

**Rates and Fees.** Please refer to our Rate & Fee Schedule.

**Renewal.** This account will automatically renew as of November 1 of each year. No grace period following October 31.

**Penalties.** If the account is closed prior to the October 31 disbursement date, a penalty equal to the accrued but not yet credited interest, up to the date of closing of the account, will be assessed.

**Accrual of Interest.** Interest will begin on cash and non-cash deposits on the business day you deposit them to your account.

**Account Limitations:** Maximum balance total of \$5,000.00. Any funds other than interest exceeding \$5,000.00 will be transferred monthly to the Prime Share account. No partial withdrawals are permitted. No withdrawals are allowed for the first seven (7) days the account is open. Any early withdrawal of all or a portion of the funds in the account after these first seven (7) days the account is open and prior to October 31, of each year, will result in the account being closed at the time of the withdrawal, and loss of interest.

## BASIC CHECKING ACCOUNT

---

**Eligible Accounts:** Prime Share accounts, Multiple Share accounts, Youth Share accounts, Representative Payee accounts, Estate accounts and Trust accounts are eligible for a Basic Checking account.

**Account Structure:** No minimum balance is required to maintain the account.

**Initial Deposit:** No initial deposit or minimum balance is required to open an account.

**Rates and Fees:** Please refer to our Rate & Fee Schedule.

**Interest:** Interest is not paid on this account.

## INTEREST CHECKING ACCOUNT

---

**Eligible Accounts:** Prime Share accounts, Multiple Share accounts, Youth Share accounts, Representative Payee accounts and Trust accounts are eligible for an Interest Checking account.

**Account Structure:** Variable rate, minimum balance required.

**Compounding and Crediting:** The credit union will use the daily balance method to compute interest. Interest will be calculated daily, compounded, and credited monthly. The interest period is monthly.

**Initial Deposit:** An initial minimum balance of \$1,000.00 is required to open and maintain an Interest Checking account.

**Rates and Fees:** Please refer to our Rate & Fee Schedule.

**Interest:** Interest is paid on the entire balance provided the minimum amount of \$1,000.00 is maintained daily on the account. Accrual of interest will begin on cash and non-cash deposits on the business day you deposit them to your account.

**Account Limitations:** A minimum daily balance of \$1,000.00 must be maintained in your account each day to obtain the disclosed annual percentage yield. If the daily balance should drop below \$1,000.00 at any time during the month, the account will be charged a fee (as disclosed in our Rate & Fee Schedule) for that month, and the account will not accrue interest for those days where the balance is below \$1,000.00.

**Terms/Conditions/Termination:** We may change the criteria, conditions, stipulations, qualifications, eligibility, and availability of this product at the credit union's sole discretion. You will be notified at least 30 days prior to the implementation of any change that adversely affects your use of this product.

**Tax Reporting:** Any interest earned by you under this program will be reported to the Internal Revenue Service and may be subject to taxation. Please contact your tax professional for further information. You are solely responsible for any taxes due on interest earned under this program.

## INTEREST REWARDS CHECKING ACCOUNT

---

**Eligible Accounts:** Prime Share accounts, Multiple Share accounts and Youth Share accounts are eligible for an Interest Rewards Checking account.

**Account Structure:** Variable Split Rate, no minimum balance is required to maintain the account.

**Compounding and Crediting:** The credit union will use the daily balance method to compute interest. Interest will be calculated daily,

compounded, and credited monthly. The interest period is monthly.

**Initial Deposit:** No initial deposit or minimum balance is required to open an account.

**Interest Reward Qualifications:** Interest Rewards will be paid if the account is enrolled in eStatements and at least one Direct Deposit or Automatic Credit electronically posts to the Account (manually posted direct deposits and automatic credits do not qualify) and at least 15 debit card transactions post to the account (manually posted debit card transactions do not qualify) in a calendar month. Debit card transactions processed by merchants and received by the credit union as point of sale transactions count as qualifying debit card transactions. Debit card transactions may not post to the account on the day the transactions occur. They are posted to your account when the merchant sends settlement information to us. Credit Union of Denver does not have any control over when the merchant submits this information. Transactions may occur in one month but may post to your account in the following month. The month in which a debit card transaction posts to your account is the month in which the transaction will be counted for purposes of this program. Debit card transactions at an ATM and transactions between accounts do not count as qualifying transactions.

**Interest Reward Rates and Fees:** If the qualifications outlined above are not met in a calendar month, a nominal rate of interest will be earned on the full balance; however, this will be less than the interest rate reward that would be earned if the qualifications are met. If the qualifications outlined above are met in a calendar month, a higher rate of interest will be paid on balances up to \$10,000.00 and a lower rate of interest will be paid on balances \$10,000.01 and greater. Please refer to our Rate & Fee Schedule for the current interest rates. In addition, if the qualifications outlined above are met during a calendar month, the Interest Rewards Checking account is eligible for a refund of ATM fees that posted to the Interest Rewards Checking account during that month. ATM fees incurred on transactions that occur after the processing day cut-off time on the last business day of the month may not be eligible for a refund until the next calendar month. Our business days are Monday through Friday, excluding federal holidays. The maximum permitted dollar amount of ATM fee refunds per month is disclosed our Rate & Fee Schedule. ATM fees charged to the savings account, or any other account besides the Interest Rewards Checking account, are not eligible for refunds. No ATM fees posted during a calendar month will be refunded if the qualifications outlined above are not met for that month. Interest rewards and ATM fee refunds may be posted in any order, at our discretion, and may change without notice to you. Interest rewards are subject to change at any time. Please refer to our Rate & Fee Schedule for the rates and fees that may apply.

**Limitations/Forfeiture:** When your account is closed (voluntarily or involuntarily) prior to interest rewards or interest being paid or ATM fees being refunded, you forfeit any interest or refund you may have accrued and/or would have received had the account remained open.

**Terms/Conditions/Termination:** We may change the criteria, conditions, stipulations, qualifications, eligibility, and availability of this product at the credit union's sole discretion. These changes may include, but are not limited to, discontinuing any or all rewards and/or converting the Interest Rewards Checking account to another checking product. You will be notified at least 30 days prior to the implementation of any change that adversely affects your use of the Interest Rewards Checking account.

**Tax Reporting:** Any interest earned by you under this program will be reported to the Internal Revenue Service and may be subject to taxation. Please contact your tax professional for further information. You are solely responsible for any taxes due on interest earned under this program.

## CASHBACK REWARDS CHECKING ACCOUNT

---

**Eligible Accounts:** Prime Share accounts, Multiple Share accounts and Youth Share accounts are eligible for a Cashback Rewards Checking account.

**Account Structure:** Non-interest bearing, no minimum balance is required to maintain the account.

**Compounding and Crediting:** No interest is paid on this account.

**Initial Deposit:** No initial deposit or minimum balance is required to open an account.

**Cashback Reward Qualifications:** Cashback rewards will be paid if the account is enrolled in eStatements and at least one Direct Deposit or Automatic Credit electronically posts to the account (manually posted direct deposits and automatic credits do not qualify) and at least 15 debit card transactions post to the account (manually posted debit card transactions do not qualify) in a calendar month. Debit card transactions processed by merchants and received by the credit union as point of sale transactions count as qualifying debit card transactions. Debit card transactions may not post to the account on the day the transactions occur. They are posted to your account when the merchant sends settlement information to us. Credit Union of Denver does not have any control over when the merchant submits this information. Transactions may occur in one month but may post to your account in the following month. The month in which a debit card transaction posts to your account is the month in which the transaction will be counted for purposes of this program. Debit card transactions at an ATM and transactions between accounts do not count as qualifying transactions.

**Cashback Reward Rates and Fees:** Cashback rewards will be paid if you meet the qualifications outlined above in a calendar month. You may earn 5% of the net purchase amount on debit card purchases that post to your account that month up to the maximum dollar amount of cashback rewards per month is disclosed in our Rate & Fee Schedule. In addition, if the qualifications outlined above are met during a calendar month, the Cashback Rewards Checking account is eligible for a refund of ATM fees that posted to the Cashback Rewards Checking account during that month. ATM fees incurred on transactions that occur after the processing day cut-off time on the last business day of the month may not be eligible for a refund until the next calendar month. Our business days are Monday through Friday, excluding federal holidays. The maximum permitted dollar amount of ATM fee refunds per month is disclosed in our Rate & Fee Schedule. ATM fees charged to the savings account, or any other account besides the Cashback Rewards Checking account, are not eligible for refunds. If the qualifications outlined above are not met in a calendar month, no cashback reward will be earned, and no ATM fees posted during that month will be refunded. Cashback rewards and ATM fee refunds may be posted in any order, at our discretion, and may change without notice to you. Cashback rewards are subject to change at any time. Please refer to our Rate & Fee Schedule.

**Limitations/Forfeiture:** When your account is closed (voluntarily or involuntarily) prior to cashback rewards or ATM fees being refunded, you forfeit any cashback reward or refund you may have accrued and/or would have received had the account remained open.

**Terms/Conditions/Termination:** We may change the criteria, conditions, stipulations, qualifications, eligibility, and availability of this product at the credit union's sole discretion. These changes may include, but are not limited to, discontinuing any or all rewards and/or converting the Cashback Rewards Checking account to another checking product. You will be notified at least 30 days prior to the implementation of any change that adversely affects your use of the Cashback Rewards Checking account.

**Tax Reporting:** Any rewards earned by you under this program will be reported to the Internal Revenue Service and may be subject to taxation. Please contact your tax professional for further information. You are solely responsible for any taxes due on rewards earned by you under this program.

## YOUTH SHARE ACCOUNT

---

**Account Structure:** Variable rate, minimum balance required. Minor is required to be the primary on the account and have an owner who has reached the legal age under Colorado law as a joint owner. The Youth Share account is available to minors from the age of 0 to 17 years. Only one Youth Share account allowed per child. On the month following the minor's 18th birthday, the Youth Share account will convert to the standard Prime Share account and pay the standard Prime Share rate. The Youth Share account is a two-tiered account where a higher rate of dividend is paid on the daily balance up to \$1,000.00 and the standard Prime Share rate on the daily balances over \$1,000. Please refer to our Rate & Fee Schedule.

**Compounding and Crediting:** Dividends will be calculated daily, compounded, and credited monthly. The dividend period begins the first calendar day of the month and ends on the last calendar day of the month. An Initial Deposit and Minimum Balance of \$5.00 is required to open and maintain a Youth Share Account. Any portion of this amount, if withdrawn, may revoke your membership.

**Rates and Fees:** Please refer to our Rate & Fee Schedule.

**The Dividend Rate and Annual Percentage Yield:** These are prospective rates and yields that the credit union anticipates paying for the dividend period. Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period. The credit union will use the daily balance method to compute dividends. Accrual of dividends will begin on cash and non-cash deposits on the business day you deposit them to your account. Accrued dividends will be credited to the account upon account closure.

**Account Limitations:** Certain types of transfers may be limited in any one calendar month per section 37 of the Membership & Account Agreement. This account may be used as an overdraft protection source. Only the primary member may close the Prime Share account.

## TRANSFER TO MINOR ACCOUNT

---

**Account Structure:** Variable rate, minimum balance required.

**Compounding and Crediting:** The credit union will use the daily balance method to compute interest. Interest will be calculated daily, compounded, and credited monthly. The interest period is monthly.

**Initial Deposit:** Initial deposit of \$5.00 is required to open and maintain a Transfer to Minor account.

**Rates and Fees:** Please refer to our Rate & Fee Schedule.

**Interest:** Accrual of interest will begin on cash and non-cash deposits on the business day you deposit them to your account. Accrued interest will be credited to the account upon account closure.

**Account Limitations:** Transfer to Minor accounts are in accordance with Colorado Uniform Transfer to Minor Act under Colorado Statutes, Title II Article 50 11-50-101, et. seq CRS. Certain types of transfers may be limited in any one calendar month per section 37 of the Membership & Account Agreement.

## SPECIAL SHARE ACCOUNT

---

**Account Structure:** Variable rate.

**Compounding and Crediting:** The credit union will use the daily balance method to compute interest. Interest will be calculated daily, compounded, and credited monthly. The interest period is monthly.

**Initial Deposit:** An initial deposit of \$5.00 is required to open a Special Share account.

**Rates and Fees:** Please refer to our Rate & Fee Schedule.

**Accrual of Interest:** Accrual of interest will begin on cash and non-cash deposits on the business day you deposit them to your account. Accrued interest will be credited to the Account upon closure.

**Account Limitations:** Certain types of transfers may be limited in any one calendar month per section 37 of the Membership & Account Agreement. This account may not be used as an overdraft source.

## SECURED CARD SAVINGS ACCOUNT

---

**Account Structure:** Variable rate

**Compounding and Crediting:** The credit union will use the daily balance method to compute interest. Interest will be calculated daily, compounded, and credited monthly. The interest period is monthly.

**Initial Deposit:** \$100.00 is required to open a Secured Card Savings account.

**Rates and Fees:** Please refer to our Rate & Fee Schedule.

**Accrual of Interest:** Interest will begin on cash and non-cash deposits on the business day you deposit them to your account. Accrued interest will be credited to the account upon account closure.

**Account Limitations:** There are no withdrawals allowed. This account may not be used as an overdraft protection source.

## SOCIAL SECURITY BENEFICIARY / REPRESENTATIVE PAYEE ACCOUNT

---

**Account Structure.** Variable rate, minimum balance required.

**Compounding and Crediting.** The credit union will use the daily balance method to compute interest. Interest will be calculated daily, compounded, and credited monthly. The interest period is monthly.

**Initial Deposit.** Initial deposit of \$5.00 is required to open and maintain a Social Security Beneficiary/Representative Payee account.

**Rates and Fees:** Please refer to our Rate & Fee Schedule.

**Interest.** Accrual of interest will begin on cash and non-cash deposits on the business day you deposit them to your account. Accrued interest will be credited to the account upon account closure.

**Account Limitations:** Social Security Beneficiary/Representative Payee accounts are set up specifically for Social Security distributions for one beneficiary and administered by one Representative Payee as determined by the Social Security Administration. Funds can only be accessed by the Representative Payee. Certain types of transfers may be limited in any one calendar month per section 37 of the Membership & Account Agreement. This type of Account cannot be transacted on through the Shared Branching Network.

## MONEY MARKET ACCOUNT

---

**Account Structure.** Variable rate. This is a six-tiered account where interest is paid on the entire portion of the daily balance that falls within the specified tiers as applicable. If your daily balance is \$1,000 and less than \$2,500.00, the interest rate on the entire balance will be as disclosed for

tier one (1). If your daily balance is \$2,500.00 or more but less than \$10,000.00, the interest rate on the entire balance in your account will be as disclosed for tier two (2). If your daily balance is \$10,000 or more but less than \$25,000, the interest rate on the entire balance in your account will be disclosed as tier three (3). If your daily balance is \$25,000 or more but less than \$45,000, the interest rate on the entire balance in your account will be disclosed as tier four (4). If your daily balance is \$45,000 or more but less than \$100,000, the interest rate on the entire balance in your account will be disclosed as tier five (5). Balances of \$100,000 and above will be disclosed as tier six (6). The Money Market account will maintain the same ownership and POD as indicated for the Prime Share account.

**Compounding and Crediting.** The credit union will use the daily balance method to compute interest. Interest will be calculated daily, compounded, and credited monthly. The interest period is monthly.

**Rates and Fees.** Please refer to our Rate & Fee Schedule.

**Accrual of Interest.** The accrual of interest will begin on cash and non-cash deposits on the business day you deposit them to your account. Accrued interest will be credited to the account upon account closure.

**Account Limitations.** A minimum daily balance of \$1,000.00 must be maintained in your account each day to obtain the disclosed annual percentage yield. If the balance should drop below \$1,000.00 at any time during the month, the account will not accrue interest for those days where the balance is below \$1,000.00. Certain types of transfers may be limited in any one calendar month per section 37 of the Membership & Account Agreement. This account may be used as an overdraft protection source.

## HIGH YIELD MONEY MARKET ACCOUNT

---

**Account Structure:** Variable Rate. This is a five-tiered account where interest is paid on the entire portion of the daily balance that falls within the specified tiers as applicable. No interest will be paid for days the daily balance is less than \$10,000.00. If your daily balance is at least \$10,000.00 and less than \$25,000.00 then interest will be as disclosed for tier two (2). If your daily balance is at least \$25,000.00 and less than \$45,000.00, then interest will be as disclosed for tier three (3). If your daily balance is at least \$45,000.00 and less than \$100,000.00 then interest will be as disclosed for tier four (4). Balances of \$100,000.00 and above will be disclosed as tier five (5). The High Yield Money Market account will maintain the same ownership as indicated for the Prime Share account.

**Compounding and Crediting:** The credit union will use the daily balance method to compute interest. Interest will be calculated daily, compounded, and credited monthly. The interest period is monthly.

**Initial Deposit:** An initial deposit of \$10,000.00 is required to open a High Yield Money Market account.

**Rates and Fees:** Please refer to our Rate & Fee Schedule for interest rates, annual percentage yield for each tier and fees associated with this Account. A fee may be assessed if the balance falls below the \$10,000.00 minimum.

**Accrual of Interest:** The accrual of interest will begin on cash and non-cash deposits on the business day you deposit them to your account if the minimum balance requirements are met. Accrued Interest will be credited to the account upon account closure.

**Account Limitations:** A fee will be imposed for more than 3 withdrawals or transfers per month. Please refer to our Rate & Fee Schedule for fees associated with this account. A minimum daily balance of \$10,000.00 must be maintained in your account each day to obtain the disclosed annual percentage yield. If the balance should drop below \$10,000.00 at any time during the month, the account will be charged a fee (as disclosed in our Rate & Fee Schedule) for that month and the account will not accrue interest for those days where the balance is below \$10,000.00. This account may not be used as an overdraft protection source.

## MILE HIGH MONEY MARKET ACCOUNT

---

**Account Structure:** Variable Rate. This is a five-tiered account where interest is paid on the entire portion of the daily balance that falls within the specified tiers as applicable. No interest will be paid for days the daily balance is less than \$25,000.00. If your daily balance is at least \$25,000.00 and less than \$45,000.00 then interest will be as disclosed for tier two (2). If your daily balance is at least \$45,000.00 and less than \$100,000.00, then interest will be as disclosed for tier three (3). If your daily balance is at least \$100,000.00 and less than \$250,000.00, then interest will be as disclosed for tier four (4). Balances of \$250,000.00 and above will be disclosed as tier five (5). The Mile High Money Market account will maintain the same ownership as indicated for the Prime Share account.

**Compounding and Crediting:** The credit union will use the daily balance method to compute interest. Interest will be calculated daily, compounded, and credited monthly. The interest period is monthly.

**Initial Deposit:** An initial deposit of \$25,000 is required to open a Mile High Money Market account.

**Rates and Fees:** Please refer to our Rate & Fee Schedule for interest rates, annual percentage yield for each tier, and fees associated with this Account. A fee may be assessed if the balance falls below the \$25,000.00 minimum.

**Accrual of Interest:** The accrual of interest will begin on cash and non-cash deposits on the business day you deposit them to your account if the minimum balance requirements are met. Accrued Interest will be credited to the account upon account closure.

**Account Limitations:** A fee will be imposed for more than one (1) withdrawal or transfer per month. Please refer to our Rate & Fee Schedule for fees associated with this account. A minimum daily balance of \$25,000.00 must be maintained in your account each day to obtain the disclosed annual percentage yield. If the balance should drop below \$25,000.00 at any time during the month, then account will be charged a fee (as disclosed in our Rate & Fee Schedule) for that month and the account will not accrue interest for those days where the balance is below \$25,000.00. This account may not be used as an overdraft protection source.

## CERTIFICATES (SHARE CERTIFICATES)

---

**Account Structure.** Fixed rate. Minimum balance required. The interest rate and annual percentage yield will remain in effect for the term of the certificate.

**Compounding and Crediting.** The credit union will use the daily balance method to compute interest. Interest will be calculated daily, compounded, and credited monthly. The interest period is monthly. Members may elect that interest paid may be transferred to their Prime Share account without penalty. The annual percentage yield assumes that interest will remain in the account until maturity. A withdrawal of interest will reduce earnings. At time of maturity when the grace period has passed, interest becomes principal and is not available for withdrawal.

**Initial Deposit and Minimum Balance.** An initial deposit and minimum balance are required to open and maintain a Certificate account.

Certificates are available in varying amounts, rates, and terms. Please refer to our Rate & Fee Schedule for current terms of Certificates offered along with interest rates, annual percentage yield and fees associated with these accounts.

**Rates and Fees.** Please refer to our Rate & Fee Schedule.

**Penalties.** A substantial penalty is imposed for failure to comply with the terms and conditions of the certificate. If certificate funds other than interest is withdrawn before maturity date, there will be a forfeiture of interest based on the original term of the certificate: 1) one year or less - 31 days interest or \$20.00, whichever is greater. 2) Over one year but less than 5 years - 90 days interest or \$20.00, whichever is greater. 3) Five years or more - 180 days interest or \$20.00, whichever is greater. Interest paid during the grace period is determined by the Asset/Liability Committee. Beginning at grace period, the interest rate paid will be the rate published on that date. Accrual of interest will begin on cash and non-cash (checks) deposits on the business day you deposit them to your account. Accrued interest will be credited to the account upon account closure.

**Account Limitations.** Certificates are not transferable except on the books of the credit union. No additions are allowed during the term of the certificate. Withdrawals may be made at maturity or within the grace period (10 calendar days 26 following maturity) without being charged a penalty. The Starter Certificate does allow deposits during the term of the certificate. The Starter Certificate allows a maximum balance of \$5,000.00 and any excess funds other than interest will be transferred monthly to the Prime Share account.

**Maturity.** Members will be notified at least ten (10) days prior to maturity on certificate accounts. Renewable Certificates will automatically renew at the specified term and at the prevailing rate. Non-renewable Certificate accounts will be transferred to the Prime Share account automatically at maturity. Please refer to your certificate receipt for the specific maturity date and renewability.

---

## INDIVIDUAL RETIREMENT ACCOUNT / COVERDELL EDUCATION SAVINGS ACCOUNT / DAILY DEPOSIT IRA/ESA

**Account Structure.** Variable rate. Minimum balance required. This is a tiered account. Please refer to our Rate & Fee Schedule for current interest rates and annual percentage yields.

**Compounding and Crediting.** The credit union will use the daily balance method to compute interest. Interest will be calculated daily, compounded, and credited monthly. The interest period is monthly.

**Initial Deposit and Minimum.** Balance: An initial deposit and minimum balance of \$100.00 is required to open and maintain a Daily Deposit IRA or ESA. Please refer to our Rate & Fee Schedule for current interest rates, annual percentage yields and fees associated with the account.

**Accrual of Interest.** Accrual of interest will begin on cash and non-cash deposits on the business day you deposit them to your account. Accrued interest will be credited to the account upon account closure.

**Penalties.** A fee may be assessed when closing the account.

**Account Limitations.** IRAs and ESAs are subject to limitations in accordance with the Internal Revenue

**Service Rules and Regulations.** Members over seventy-two (72) years of age may make withdrawals or close their IRA Certificate without penalty during the term of the certificate.

---

## IRA / ESA CERTIFICATES

**Account Structure.** Fixed rate. Minimum balance required. The interest rate and annual percentage yield will remain in effect for the term of the Account. Please refer to our Rate & Fee Schedule for current interest rates and annual percentage yields.

**Compounding and Crediting.** The Credit Union will use the daily balance method to compute interest. Interest will be calculated daily, compounded, and credited quarterly. The interest period is quarterly.

**Initial Deposit and Minimum Balance.** An initial deposit and minimum balance of \$1,000.00 is required to open an IRA or ESA Certificate. Please refer to our Rate & Fee Schedule for IRA and ESA Certificates offered along with current interest rates and annual percentage yield and fees associated with the Account.

**Penalties.** Please see Certificates for penalties imposed for failure to comply with the terms and conditions of the certificate. A fee may be assessed when closing the Account.

**Account Limitations.** Individual Retirement Accounts (IRAs) and Coverdell Education Savings Accounts (ESAs) are subject to the same limitations as all other Certificates, except Starter Certificates, in accordance with the Internal Revenue Service Rules and Regulations.

**Maturity.** Members will be notified at least ten (10) days prior to maturity on IRA or ESA Certificate Accounts. Renewable IRA or ESA Certificates will automatically renew at the specified term and at the prevailing rate. Please refer to your certificate receipt for specific maturity date and renewability of the Account.

---

## BUSINESS SAVINGS ACCOUNT

**Account Structure.** Variable rate, minimum balance required.

**Compounding and Crediting.** Dividends will be calculated daily, compounded, and credited monthly. The dividend period begins the first calendar day of the month and ends on the last calendar day of the month.

**Initial Deposit and Minimum Balance.** An initial deposit and balance of \$5.00 is required to open and maintain a Business Savings account.

**Rates and Fees.** Please refer to our Rate & Fee Schedule.

**Accrual of Interest.** Accrual of interest will begin on cash and non-cash deposits on the business day you deposit them to your account. Accrued interest will be credited to the account upon account closure.

**Account Limitations:** Certain types of transfers may be limited in any one calendar month per section 37 of the Membership & Account Agreement. This account may be used as an overdraft protection source.

---

## BUSINESS CHECKING ACCOUNT

**Eligible Accounts:** Business Savings accounts.

**Account Structure:** No minimum balance is required to maintain the account.

**Initial Deposit:** No initial deposit or minimum balance is required to open an account.

**Rates and Fees:** Business Checking accounts are assessed a monthly service charge. Please refer to our Rate & Fee Schedule. Please refer to our Rate & Fee Schedule.

**Interest:** Interest is not paid on this account.

# Privacy Notice & Regulation P Disclosure

<b>FACTS:</b>	<b>WHAT DOES CREDIT UNION OF DENVER (C•U•D) DO WITH YOUR PERSONAL INFORMATION?</b>	
<b>Why?</b>	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.	
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and income</li> <li>• Account balances and payment history</li> <li>• Credit history and credit score</li> </ul> <p>When you are no longer our member, we continue to share your information as described in this notice.</p>	
<b>How?</b>	All financial companies need to share customers’ 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 Credit Union of Denver chooses to share; and whether you can limit this sharing.	
<b>Reasons we can share your personal information</b>	<b>Does C•U•D Share?</b>	<b>Can you limit this sharing?</b>
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates’ everyday business purposes - information about your transactions and experiences	No	We don’t share
For our affiliates’ everyday business purposes - information about your creditworthiness	No	We don’t share
For our affiliates to market to you	No	We don’t share
For non-affiliates to market to you	No	We don’t share
<b>Questions?</b>	Call 303.234.1700   800.279.3288   or visit <a href="http://cudenver.com">cudenver.com</a>	
<b>Who we are:</b>		
Who is providing this notice?	Credit Union of Denver is providing this Privacy Notice.	
<b>What we do:</b>		
How does C•U•D 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, secured file room and secure buildings.	
How does C•U•D collect my personal information?	<p>We also collect your personal information, for example when you;</p> <ul style="list-style-type: none"> <li>• open an account or deposit money</li> <li>• pay your bills or apply for a loan</li> <li>• use your credit card or debit card</li> </ul>	



	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 <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes – information about your credit worthiness</li> <li>• affiliates' from using your information to market to you</li> <li>• sharing for non-affiliates to market to you</li> </ul>
<b>Definitions</b>	
Affiliates	Companies related by common ownership or control. They can be financial and non-financial companies. Credit Union of Denver does not share with our affiliates.
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. Non-affiliates we share with include: <ul style="list-style-type: none"> <li>• insurance companies</li> </ul>
Joint Marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>• insurance companies</li> </ul>