

These Membership and Account Agreements and Disclosures ("Agreement") is the contract which covers your and our rights and responsibilities concerning Membership and Account(s) offered to you. In this Agreement, the words "you" and "yours" mean those who sign the Account Application Card ("Member Services Signature Card") or approve an electronic application. The words "we," "us," and "our" mean the Summit Credit Union ("Credit Union"). The word "account" means any one or more deposit accounts you have with the Credit Union.

By signing or authenticating the Member Services Signature Card or completing and transmitting an online account authorization or service request that is a part of the Agreement, each of you, jointly and severally, agree to the terms and conditions in this Agreement, including the **Funds Availability Policy, Electronic Services Agreement, Safe Deposit Box Terms, Privacy Policy, and the Truth-in-Savings Disclosure Supplement and Dividend Rate (TIS Supplement) and Schedule of Fees, Charges, and Limits (Fee Schedule)** accompanying this Agreement, any account receipt, the Credit Union's Bylaws and policies, and any amendments, which collectively govern your Membership and Accounts. You agree that additional accounts and services you request in the future will be governed by this Agreement, as amended from time to time.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means to you: when you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

MEMBERSHIP AND ACCOUNTS

1. Membership Eligibility

To be eligible for membership in the Credit Union you must be an individual or entity qualifying within the Credit Union's field of membership, have a valid Social Security Number (SSN) or Tax Identification Number (TIN) and must purchase and maintain minimum shares as required by the Credit Union's Bylaws. You authorize us to check your account, credit and employment history, and obtain a credit report from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request.

2. Account Ownership & Designations

The classification and form of ownership of your accounts are designated on your Member Services Signature Card. Unless you waive your rights, you understand that certain account designations, such as joint ownership with right of survivorship or POD beneficiary may be invalidated upon the Credit Union's receipt of notice of marriage dissolution as required by applicable law.

3. Individual Accounts

An individual account is an account owned by one depositor including any individual, trust, or other fiduciary relationship qualified for Credit Union membership. If the account is an individual account, the interest of a deceased individual owner will pass, subject to applicable law, to the decedent's estate or payable on death beneficiary, if applicable.

4. Joint Accounts

An account owned by two or more persons is a joint account. Any account in which you request joint ownership with another party will be an individual account until the Credit Union receives a Member Services Signature Card signed by you and the joint owner(s), at which time the account will be a jointly owned account and the following joint ownership rights will apply.

- a. *Joint Ownership.* Joint owners are not members unless they are eligible and qualified as members. Any joint owner on a share account is authorized as joint owner on all deposit sub-accounts under that account.
- b. *Rights of Survivorship.* If your account is a joint account with right of survivorship, then upon the death of one of the joint account owners, that person's interest will become the property of the surviving joint account owner(s).
- c. *Rights of Joint Account Owners.* Any joint account owner is authorized and deemed to act for the other owner(s). The Credit Union may accept orders and instructions regarding the account and requests for future services from any account owner. Each account owner guarantees the signature of the other owners. Joint owners may remove themselves from any account by closing the account or providing written consent to remove themselves from the account. Any account owner may withdraw all funds in the account, stop payment on items drawn on an account, withdraw, or pledge all or any part of the shares of any account (excluding funds representing a membership share), without the consent of the other account owner(s) and the Credit Union shall have no duty to notify any other joint account owner(s). If the Credit Union receives written notice of a dispute between account owners or receives inconsistent instructions from them, the Credit Union may suspend or terminate the account, require a court order to act, or require that all joint account owners agree in writing to any transaction concerning the account.
- d. *Joint Account Owner Liability.* If any item deposited in a joint account is returned unpaid or an account is overdrawn, or if we do not receive final payment on any transaction, each of the multiple account owners is jointly and severally liable to the Credit

Union for the amount of the returned item, overdraft, or unpaid amount and any fees, regardless of who created the overdraft, deposited or cashed the item or benefited from the transaction. If any account owner is indebted to the Credit Union, the Credit Union may enforce its rights against any or all funds in the joint account regardless of who contributed the funds to the joint account.

5. POD Beneficiaries

A Payable on Death (POD) designation is an instruction to the Credit Union that a designated account is an account payable to the owner or owners during their lifetimes, and upon the death of the last joint account owner, payable to any named and surviving POD beneficiary designated by you. Accounts payable to more than one POD beneficiary are owned jointly by such beneficiaries with rights of survivorship. Any POD beneficiary designation shall not apply to IRA accounts which shall be governed by a separate beneficiary designation. The Credit Union shall at no time have any obligation to notify any beneficiary of the existence of any account or the vesting of the beneficiary's interest in any account, except as otherwise provided by law.

6. Accounts for Minors

For any account established by or for a minor, the Credit Union reserves the right to require the minor account owner to have a parental joint account owner or custodian who is at least eighteen (18) years of age who shall be jointly and severally liable to the Credit Union for any returned item, overdraft, or unpaid fees or amounts on such account. The Credit Union may make payments of funds directly to the minor without regard to his or her minority. The Credit Union has no duty to inquire of the use or purpose of any transaction by the minor or joint account owner. The minor account owner's tax identification number or valid Social Security Number must be shown on the Member Services Signature Card. The Credit Union shall not change the account status when the minor reaches age eighteen (18), unless authorized in writing by all account owners. When the minor reaches age 18, he or she may change account ownership or status by written order.

7. Uniform Transfer to Minors Accounts.

A Uniform Transfer to Minor (Custodial) Account (UTMA) is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The minor to whom the gift is made is the beneficiary of the custodial property in the account. The custodian has possession and control of the account for the exclusive right and benefit of the minor and barring a court order otherwise, is the only party entitled to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction. If the custodian dies, we may suspend the account, until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawal.

8. Personal Agency Accounts

A member, as principal, may open a personal agency account naming an additional person as agent. The agent, who shall not be a minor, may act on behalf of the principal in regard to the account. The agent shall have the authority to (i) make, sign or execute checks drawn on the account or otherwise make withdrawals from the account; (ii) endorse checks made payable to the principal for deposit only to the account; and (iii) deposit cash or negotiable instruments, including instruments endorsed by the principal, into the account. Each such personal agency account will be controlled by the provisions of N.C.G.S. 54-109.63. A personal agency account creates no ownership right or interest in the agent. Upon the election of the principal, the authority of the agent to act on behalf of the principal may be revoked.

9. Fiduciary Accounts

A fiduciary account is an account opened by an executor, administrator, personal representative, trustee, conservator, or other fiduciary in such capacity authorized under a will, court order or trust instrument establishing the fiduciary relationship or a Representative Payee authorized by the Social Security Administration ("fiduciary"). The account owner is the estate, conservatorship, trust or Social Security Administration benefit recipient as the sole owner of this account. The fiduciary is authorized to act on behalf of the account owner but has no ownership interest in the account. The fiduciary is the only authorized party to transact on this account. The fiduciary is expressly authorized to endorse all items payable to or owned by the Account owner for deposit with or collection by the Credit Union and to execute such other agreements and to perform any other account transaction under the Agreement. The fiduciary is authorized to receive account information from the Credit Union, either orally or in writing, and any information related to the account. The authority given to the fiduciary shall remain in full force until a court order, termination of the account owner or written notice of revocation is received by the Credit Union either by a court appointed representative of the account owner or by the Social Security Administration, as applicable. Any such notice shall not affect any items in process at the time notice is given. The Credit Union may rely upon these representations and shall have no duty to examine such authorizing documents for compliance or inquire as to the powers and duties of the fiduciary and shall have no notice of any breach of fiduciary duties by the fiduciary unless the Credit Union has actual notice of wrongdoing. The account owner agrees that the Credit Union shall not be liable for any losses due to the account owner's failure to notify the Credit Union of any unauthorized acts of the fiduciary or changes to the relationship between the fiduciary and account owner. The account owner and fiduciary agree to indemnify and hold Credit Union harmless of any claim or liability as a result of unauthorized acts of the fiduciary upon which Credit Union relies prior to any actual notice of any account change or change of account owner.

10. Deposit Requirements

Funds may be deposited to any account in any manner approved by the Credit Union in accordance with the requirements set forth on the TIS Supplement provided. All accounts are non-assignable and nonnegotiable to third parties. You agree not to deposit any substitute check or similar item that you have created, or for which no financial institution has provided any substitute warranties and indemnity. If

you do so, you agree to indemnify the Credit Union for all losses the Credit Union incurs in connection with the substitute check or item. You agree not to deposit any substitute check without our consent.

- a. *Endorsements.* You authorize the Credit Union, in its discretion, to accept transfers, checks, drafts, and other items for deposit into any of your accounts, whether or not they are endorsed by all payees. You authorize the Credit Union to supply missing endorsements if the Credit Union chooses to supply such endorsements. The Credit Union reserves the right to verify all endorsements on third party checks presented for deposit either in person or by comparison with member signature files. If an insurance, government, and certain other checks or drafts require an endorsement as set forth on the back of the check, the Credit Union may require endorsement as set forth on the check. Endorsements must be placed in the space between the top edge and 1 ½ inches from the top edge. The Credit Union may accept drafts or checks with endorsements outside this space. However, if any such endorsement or other markings you or any prior endorser make on the check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by the Credit Union due to the delay or error.
- b. *Collection of Items.* The Credit Union shall not be responsible for deposits made by mail or at an unstaffed facility until the Credit Union actually receives them. In handling items for deposit or collection, the Credit Union only acts as your agent and assumes no responsibility beyond the exercise of ordinary care. The Credit Union will not be liable for default or negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. The Credit Union reserves the right to send any item for collection. The Credit Union, in receiving items from you for withdrawal or deposit, acts only as your agent and reserves the right to reverse the credit for any deposited items or to charge your account for the items should they become lost in the collection process.
- c. *Final Payment.* All items or Automated Clearing House ("ACH") transfers credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to charge your account for the amount of those items or ACH transfers and impose a return fee on your account. After we have received final payment, we refer to these deposits as collected items. If the Credit Union incurs any fee to collect any item, the Credit Union may charge such fee to your account. The Credit Union reserves the right to refuse or to return all or any item or funds transfer. The Credit Union shall have the right to charge back against your account all previously deposited items or other items endorsed by you that are returned to the Credit Union unpaid, regardless of whether the amount of the item has been available for your use.
- d. *Direct Deposits.* The Credit Union may offer direct deposit options allowing you to preauthorize deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorize transfers from other accounts at the Credit Union. You must authorize any direct deposits to your accounts by a separate authorization form. If applicable, you must notify the Credit Union at least thirty (30) days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or direct transfer option. If the Credit Union is required to reimburse the U.S. Government for any benefit payment directly deposited into your account for any reason, you agree the Credit Union may deduct the amount returned from any of your accounts, unless prohibited by law.
- e. *Crediting of Deposits.* Deposits made on Saturdays, Sundays, and Credit Union holidays will be credited to your account on the next business day. Ask for our current deposit cutoff time. Deposits received at unstaffed facilities, such as night depositories, will be credited on the day funds are removed and processed by the Credit Union and are subject to adjustment based on our verification of the items deposited. Items drawn from an institution located outside the United States are handled on a collection basis only. Funds will be credited to your account when we receive final payment. You waive any notice of nonpayment, dishonor, or protest regarding any items purchased or received by the Credit Union for credit to your account or for collection.
- f. *Aggregate Balance Reporting.* We report the total balances in Checking and Money Market accounts to the Federal Reserve Bank (FRB) as part of our federally-required regulatory reporting. We report funds in these accounts as an aggregate total, not as individual account balances. To facilitate aggregate reporting, we establish sub-accounts for both Checking and Savings so we may periodically reclassify funds between these two accounts (for reporting purposes only).
- g. The reclassification between sub-accounts is completely behind-the-scenes and is totally invisible to you, but it allows us to substantially lower our reserving requirement at the FRB. The result is an increase in the amount of funds available for loans and investments, which increases our ability to serve you. It does not affect your available balance, dividend earnings, or NCUA insurance, and nothing additional will appear on your statement.

11. Account Access

- a. *Authorized Signature.* The Credit Union is authorized to recognize your signature, but will not be liable for refusing to honor any item or instruction of yours if it believes in good faith that the signature on such item or instruction is not genuine. If you open your account electronically and/or do not provide us with a physical signature, you agree that we may, without liability, accept as genuine any signature that appears to be yours. If you have authorized the use of a facsimile signature, the Credit Union may honor any draft that appears to bear your facsimile signature even if it was made by an unauthorized person. If you give your account number to a third person, you authorize us to honor transactions initiated by the third person even if you did not specifically authorize a particular transaction.
- b. *Access Options.* You may make withdrawals or transfers from your account in any manner which is permitted by the Credit Union (e.g., check, automated teller machines (ATMs), debit card, in person, by mail, automatic transfer, Home Banking, or telephone). If the Credit Union accepts any check that is not drawn on a form provided by the Credit Union, you will be responsible for any

loss incurred by the Credit Union for handling the check. The Credit Union may return as unpaid any check that is not drawn in the form provided by the Credit Union.

c. **Electronic Check Transactions.**

- i. **Electronic Checks.** If you authorize a merchant to electronically debit your checking account using the routing number, account and serial number of your check to initiate the transfer, whether the check is blank, partially or fully completed and signed, such authorization is an electronic check conversion. An electronic check conversion is an electronic funds transfer (EFT) subject to the terms of your Electronic Services Agreement. You authorize us to honor any electronic check conversion from your checking account just the same as a regular written check.
- ii. **Electronic Re-presented Checks.** If you write a check on a personal account that we return unpaid because of insufficient or uncollected funds, payee or any subsequent holder of the check may re-present the check to us, through an electronic instruction (Electronic Re-presented Check) to charge your account for the amount of the check. If we receive an electronic re-presented check, we will pay or return the electronic re-presented check as if the original paper check was presented to us. Any collection fee you authorize the merchant to debit from your account is an Electronic Service subject to the terms of your Electronic Services Agreement. If you want to reverse an electronic re-presented check, you must give us an affidavit within 15 days after we send or make available to you the periodic statement that reflects payment of that electronic re-presented check. In your affidavit, you must declare and swear under oath that the electronic re-presented check was ineligible or unauthorized. If we receive proper notice or affidavit from you within the 15-day period, we will re-credit your account with the amount of the charge. If you wish to stop payment of any electronic re-presented check, you must follow the procedures contained in this Agreement for stopping payment of checks, not the procedures for stopping payment on electronic loan or bill payments. If you ask us to request the depositor's bank to send us the original paper check or a copy of the paper check, and we provide it to you, you agree that you will not seek to have your account re-credited due to a prior stop payment order or if the item is otherwise ineligible for collection.

d. **ACH & Domestic Wire Transfers.** If offered, you may initiate or receive credits or debits to your account via wire transfer or ACH (Automated Clearing House) transfer. You agree that if you receive funds by a wire or ACH transfer, the Credit Union is not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. The Credit Union may provisionally credit your account for an ACH transfer before it receives final settlement for the transfer. You agree that if the Credit Union does not receive final settlement for a transfer, it may reverse the provisional credit to your account, or you will refund the amount to the Credit Union. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account number. The Credit Union (and other institutions) may rely on the account or other identifying number you give as the proper identification number, even if it identifies a different party or institution. Terms and conditions for international wire transfers will be provided at the time of the transfer transaction. In the state of North Carolina, domestic wire transfers are governed by the Uniform Commercial Code Section 4A, and (if the transfer is cleared through the Federal Reserve) by Federal Reserve Regulation J. International wire transfers are governed by the Consumer Financial Protection Bureau Regulation E. ACH transactions are governed by the rules of the National Automated Clearing House Association. Under those rules, if you have revoked your authorization for previously authorized ACH transactions, the Credit Union will not be responsible for the unauthorized ACH debits to your account if you fail to notify us in writing within 15 days after we send, or make available to you, the statement containing that entry. You agree that the authorized transfer to or from your account must comply with all applicable federal and state laws or regulations including OFAC (Office of Foreign Asset Control) regulations.

e. **International ACH Transactions.** You understand that in the event an International ACH Transaction ("IAT") Entry that is transmitted to or from any of your accounts may be identified and designated by the Credit Union's screening criteria for review and examination under the OFAC Rules and Regulations ("OFAC Rules"). The settlement of such an IAT Entry may be delayed or suspended pending the Credit Union's review of the IAT Entry, and may be terminated under applicable OFAC Rules. You acknowledge that we may be required to place an indefinite hold on the funds covered by the IAT Entry if the IAT Entry is required to be terminated under the OFAC Rules. You agree that any delay described above will be a permissible delay under the regulations applicable to the availability of funds held in deposit accounts. In the event an IAT Entry is delayed or terminated, we will provide you such notice as may be required by applicable laws and regulations.

f. **Credit Union Examination.** The Credit Union may disregard information on any check other than the signature of the drawer and amount of the item and any magnetic encoded information. You agree the Credit Union does not fail to exercise ordinary care in paying an item solely because its procedures do not provide for sight examination of items.

12. Account Rates and Fees

The Credit Union's payment of dividends on any account is subject to the account rates, fees, earnings, payment and balance requirements as set forth on the TIS Supplement and Fee Schedule. You agree the Credit Union may impose fees for the deposit account services provided by the Credit Union. A current Fee Schedule has been provided to you separately. You agree the Credit Union may change the TIS Supplement and Fee Schedule from time to time and you will be notified of such changes as required by law.

13. Transaction Limitations

- a. **Withdrawal Restrictions.** The Credit Union will permit a withdrawal only if you have sufficient available funds in your account to cover the full amount of the withdrawal or have an established Overdraft Privilege plan. Checks or other transfer or payment orders which are drawn against insufficient available funds will be subject to a service fee, set forth in the Fee Schedule. If there

are sufficient available funds to cover some but not all of your withdrawal orders, the Credit Union may allow those withdrawals for which there are sufficient available funds. The Credit Union may also refuse to allow a withdrawal in other cases, for example: any dispute between the owners about the account (unless a court has ordered the Credit Union to allow the withdrawal), a legal garnishment or attachment is served, the account secures an obligation to the Credit Union, any required documentation has not been presented, or you fail to pay a Credit Union loan on time. You will be advised of the reasons for refusal if such action is taken. The Credit Union reserves the right to require members to give notice in writing of any intended withdrawals from any account (except checks) of not less than seven (7) days and up to sixty 60 days, as required by law, before such withdrawal.

- b. *Transfer Limitations.* For savings and money market accounts, you may make up to six (6) preauthorized, automatic, online, telephonic or audio response transfers, to another account of yours or to a third party during any calendar month. A preauthorized transfer includes any arrangement with the Credit Union to pay a third party from the member's account upon oral or written orders including orders received through the ACH. There is no limit on the number of transactions you may make in the following manner: transfers to any loan account with the Credit Union, and (ii) transfers to another Credit Union account or withdrawals (checks mailed directly to you) when such transfer or withdrawal is initiated in person, by mail or at an ATM. If a transfer request would exceed the transfer limitations set forth above in any statement period, the Credit Union may refuse or reverse the transfer, and your account will be subject to suspension or closure by the Credit Union and the Credit Union may impose a fee.

14. Overdrafts

- a. *Your Overdraft Liability.* If on any day the available funds in your checking account are not sufficient to cover checks and other items posted to your account, those checks and items will be handled in accordance with our overdraft procedures, the terms of this Agreement and any established Overdraft Privilege Plan. If we pay an item that overdraws your account, you are liable for and agree to pay the overdraft amount. You will be subject to a charge for the item whether paid or returned as set forth in the Fee Schedule. The Credit Union, by covering one or any overdraft, does not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any midnight deadline limits.
- b. *How We Process Checks.* The Credit Union's determination of an insufficient account balance is made at the time the check or item is presented to us, which may be later during the day than the time you conduct the transaction. Overdrafts will be determined based on the available balance in your account at the time of presentment. Your available balance may be lower than your actual balance due to funds held for debit card transactions you have authorized and deposited checks held pursuant to our funds availability policy. You can view your available balance through Home Banking 24 or Mobile Banking 24 to avoid an overdraft. Transactions may not be presented in the order which they occurred and the order in which checks or items are received and processed may affect if an overdraft occurs. The Credit Union processes checks and items based on the dollar amount of the check or item with the lowest dollar amounts paid first, unless we are required to act otherwise by applicable law or regulation.
- c. *Savings Overdraft Transfers.* If you qualify, we will automatically enroll you for overdraft transfers from your savings account. If you have enough funds in your savings account, you authorize us to automatically transfer funds to cover any overdraft on your checking account. You may choose the specific savings account you want overdraft transfers to come from. There is no overdraft transfer fee from a savings account. However, savings accounts are subject to transfer limitations and excess item fees as set forth on the Fee Schedule. You may opt out of the savings overdraft transfer service at any time by notifying us verbally or in writing.
- d. *Line of Credit Overdraft Transfers.* If you acquire a line of credit account with us now or later, if you qualify, and if you 'opt-in' to the Service, we will enroll you for overdraft transfers from your line of credit account. That means if you have available credit, you authorize us to automatically transfer funds to cover any overdraft on your checking account. This transfer is considered a cash advance and subject to cash advance fees as set forth in your Loan Agreement. There is no cash advance or overdraft transfer fee for this transfer service, but interest will begin to accrue from the date of any advance. You may opt out of the line of credit overdraft transfer service at any time by notifying us verbally or in writing.
- e. *Overdraft Privilege Service.* We offer a discretionary overdraft service (Overdraft Privilege) to cover overdrafts on your checking accounts. Overdraft Privilege is offered to all eligible consumer checking account owners, who qualify and remain in good standing with the Credit Union.
 - i. Discretionary Service. The Credit Union offers Overdraft Privilege to eligible consumer checking account owners who qualify and who expressly 'opt-in' to the Service. Overdraft Privilege is provided to qualified accounts for checks; ACH; Home Banking 24 and Mobile Banking 24 transactions; ATM and debit card transactions. To be eligible for Overdraft Privilege you must satisfy the following conditions: keep a positive balance in your account at least once every 30 days; you must not be more than 14 days past due on any loan or delinquent on any other obligation with the Credit Union or subject to any legal order, levy or bankruptcy proceeding; you must not have an outstanding balance on an Overdraft Repayment Plan; you must not be subject to a ChexSystems or other negative indicator or an extended hold on your checking account or any other account relationship with us. Overdraft Privilege is not available to minors, dormant accounts, Debit Card Checking, POD, Fiduciary or Escrow accounts. This Overdraft Privilege service is not a line of credit, is not guaranteed, and is independent of any loan arrangement you may have with us. We will not pay an overdraft for you in excess of any limit we have established for your account type. We may refuse to pay an overdraft for you at any time, even if we have previously

paid overdrafts for you, if you violate the terms of any Overdraft Privilege Agreement. We have no obligation to notify you before we pay or return any item.

- ii. **Overdraft Transactions Covered.** Subject to the opt-in requirement set forth above, if on any day you do not have available funds in your account, the following transactions, which may result in an insufficient or negative balance (“overdrafts”), may be covered under our service: checks, debit card transactions, online or other Electronic Services, ACH debits and other payments or withdrawals authorized by you, account service charges, pre-authorized drafts, and any other items that may be posted to your account. If we pay an item, we will pay the item in the order it is presented or received by us, regardless of amount and in accordance with our normal operating procedures for such checks, items or transactions.
- iii. **Overdraft Limit/Available Balance.** If you qualify, the Credit Union may pay overdrafts up to a pre-disclosed total subject to any limit determined by your individual account activity. We may pay overdrafts up to this overdraft limit provided you continue to qualify for the service. The Credit Union’s fees and charges and each paid check or item will be included in this limit. This overdraft balance will not be included or reflected in your actual or “available balance” of your account provided by a teller, at ATM or POS facilities, through online services or on your periodic statements.
- iv. **Overdraft Fees.** There is an Overdrawn or Returned Item fee for each overdraft check or item we pay or return, as disclosed on the Fee Schedule. These fees may be amended as set forth in our Fee Schedule. There is no limit to the number of overdrafts that could be paid on any one day.
- v. **Member Opt-Out Right.** We offer the Overdraft Service as a service and convenience to members for incidental overdrafts who opt in to this Service. We do not encourage you to repeatedly overdraw your account. We encourage you to manage your finances responsibly. You may later opt out of the Overdraft Service at any time by notifying us verbally or in writing. We may require that any verbal opt-out be confirmed in writing. You understand that by opting out of this service, we may refuse to pay any check or item that is presented against an insufficient balance on your account and you will be responsible for any Returned Item fees. You are still responsible to pay any overdraft, even if you have opted out of the service.
- vi. **Credit Union Contact.** For any questions or to exercise your opt-in or opt-out right from the Overdraft Service, contact the Credit Union at 336-662-6200 or write Summit Credit Union, 8210 West Market St., Greensboro, NC 27409.

15. Postdated and Stale dated Checks

You authorize us to accept and pay any check, even if the check is presented for payment before its date, unless you notify the Credit Union of the postdating. Your notice will be effective only if the Credit Union receives the notice in time for the Credit Union to notify its employees and reasonably act upon the notice and you accurately describe the check, including the number, date, and amount. You understand that the exact information is necessary for the Credit Union's computer to identify the check. If you give the Credit Union an incorrect, incomplete, or untimely notice, the Credit Union will not be responsible for paying the item before the date stated and the Credit Union may charge your account as of the date the Credit Union pays the item. You may make an oral notice which will lapse within fourteen (14) days unless continued in writing, within that time. You also agree not to deposit checks, drafts, or other items before they are properly payable. The Credit Union is under no obligation to you to pay a check drawn on your account which is presented more than six (6) months after its date.

16. Stop Payment Orders

- a. **Stop Payment Request.** You may ask the Credit Union to stop payment on any check drawn upon or ACH debit scheduled from your checking account. You may request a stop payment by telephone, by mail, Home Banking 24, Mobile Banking 24 or in person. For checks, the stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order. For ACH debits, the stop payment order must be received at least three banking days before the scheduled date of the transfer. You must state the number of the account, date and the exact amount of the check or ACH and the number of the check or originator of the ACH debit. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the number of the account, date and number of the item, its exact amount, and to whom it was issued. If you give the Credit Union incorrect or incomplete information, the Credit Union will not be responsible for failing to stop payment on the item. If the stop payment order is not received in time for the Credit Union to act upon the order, the Credit Union will not be liable to you or to any other party for payment of the item. If we recredit 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 the Credit Union in legal action taken against the person.
- b. **Duration of Order.** You may make an oral stop payment order which will lapse within fourteen (14) calendar days unless continued in writing within that time. A written stop payment order on a check or an ACH transaction will continue until the entry is returned or until you cancel the stop payment order.
- c. **Liability.** The Credit Union may charge a fee for each stop payment order requested, as set forth in the Fee Schedule. You may not stop payment on any certified check or draft, cashier's check or teller's check, or any other check, draft, or payment guaranteed by the Credit Union. You should be aware that while payment of the item may be stopped, you may remain liable to any person, including the Credit Union, who is a holder of the item despite the stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney fees, damages or claims related to the Credit Union's action in refusing payment of an item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

17. Credit Union's Liability for Errors

If the Credit Union does not properly complete a transaction according to this Agreement, the Credit Union may be liable for your losses or damages but not to exceed the amount of the transaction, except as otherwise provided by law. The Credit Union will not be liable if: (a) through no fault of the Credit Union, your account does not contain enough money to make the transaction, (b) circumstances beyond the Credit Union's control prevents the transaction, (c) your loss is caused by your negligence including your failure to examine your statements, (d) the negligence of another financial institution, or (e) the funds in your account are subject to legal process or other claim. The Credit Union will not be liable for consequential damages except liability for wrongful dishonor. The Credit Union's actions will constitute the exercise of ordinary care if such actions or nonactions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearing house rules, and general banking practices followed in the area serviced by the Credit Union. You grant the Credit Union the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Account Agreement. Any conflict between oral representations by you or Credit Union employees and any written form will be resolved by reference to this Agreement and applicable written form.

18. Credit Union Lien and Security Interest

To the extent you owe the Credit Union money as a borrower, guarantor, endorser or otherwise, the Credit Union has a lien on any or all of the funds in any account in which you have an ownership interest at the Credit Union, regardless of the source of the funds. The Credit Union may apply these funds in any order to pay off your indebtedness without further notice to you. If the Credit Union chooses not to enforce its lien, the Credit Union does not waive its right to enforce the lien at a later time. In addition, you agree the Credit Union may use the funds from your accounts to pay any debt or amount owed the Credit Union, except obligations secured by your dwelling, unless prohibited by applicable law. All accounts are not assignable and nontransferable to third parties.

19. Legal Process

If any legal action, such as a levy, garnishment, or attachment, is brought against your account, the Credit Union may refuse to pay out any money from your account until the dispute is resolved. If the Credit Union incurs any expenses or attorney fees in responding to legal process, such expenses may be charged against your account without prior notice to you, unless prohibited by law. Any legal process against your account is subject to the Credit Union's lien and to any additional fees we may charge as set forth in the Fee Schedule.

20. Account Information

Upon your request, the Credit Union will inform you of the name and address of each credit reporting agency from which the Credit Union obtains a credit report in connection with your account. The Credit Union agrees not to disclose information to third parties about your account regarding any transaction or balances except when: (a) it is necessary to complete the transaction; (b) the third party seeks to verify the existence or condition of your account in accordance with the Fair Credit Reporting Act or other applicable laws and regulations; (c) such disclosure is in compliance with the law, government agencies or court orders; or (d) you give us your express permission.

21. Notices

- a. *Name or Address Changes.* It is your responsibility to notify the Credit Union upon a change of address or change of name. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to the Credit Union. The Credit Union will accept notices of a change in address and any other notice from you to the Credit Union only if provided in writing, in person, by telephone, by Home Banking, or secure messaging. If the Credit Union attempts to locate you, the Credit Union may impose a service fee as set forth in the Fee Schedule.
- b. *Notice of Amendments.* Except as otherwise prohibited by applicable law, the terms of this Agreement are subject to change at any time. The Credit Union will notify you of any changes in account terms, rates, or fees as required by law. The Credit Union reserves the right to require written consent of all account owners for a change of ownership, such as adding or removing a joint owner. The Credit Union reserves the right to waive any term in this Agreement. Any such waiver shall not affect the Credit Union's right to enforce any right in the future.
- c. *Effect of Notice.* Any written notice you give to the Credit Union is effective when it is actually received by the Credit Union. The Credit Union reserves the right to accept oral instructions, and you agree to hold the Credit Union harmless from any liability as a result of such instructions. Any written notice the Credit Union gives to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Notice to any one account owner is considered notice to all owners of the account.
- d. *Negative Information Notice.* We may report information about your loan, share or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.
- e. *Consent to Communications.* By providing an email address, telephone number for cellular phone, or other wireless device, you are expressly consenting to receiving communications at that address or number, including, but not limited to, prerecorded or voice mail message calls, text messages, and calls made by an automatic telephone dialing system from us and our affiliates and agents. This express consent applies to each address or telephone number that you provide to us now or in the future and permits such communication regardless of their purpose. In the regular course of our service to you, we may monitor and record phone conversations made or received by our employees. You agree that we will have this right with respect to all phone conversations between you and our employees, whether initiated by you or any of our employees. For payment authorizations you provide by telephone, we may require you to confirm such instructions in writing.

- f. *Electronic Signatures.* You understand and agree that your electronic consent is your electronic signature which specifically records your signature and assent to the Membership and Account Agreement and constitutes your agreement to the terms and conditions of the Membership and Account Agreement. You agree your electronic signature captured and stored as an image by this electronic means shall be sufficient to evidence of your assent to be contractually bound by the Agreement and shall constitute a valid signature for purposes of any provision of this Agreement.

22. Taxpayer Identification Numbers (TIN) and Backup Withholding

If your account is or becomes subject to backup withholding, the Credit Union is required by law to withhold and pay to the Internal Revenue Service (IRS) a required percentage of payments of interest, dividends and certain other payments under certain conditions. Your failure to furnish a correct taxpayer identification number (TIN) or valid social security number, or meet other applicable requirements may result in backup withholding as well as civil or criminal penalties. If you refuse to provide your TIN or valid social security number, the Credit Union may delay the opening of your account.

23. Statements

- a. *Contents.* If the Credit Union provides a statement for your account, you will receive a periodic statement of all transactions and activity on your account during the statement period. If a periodic statement is provided you agree that only one statement is necessary for a multiple party account. For checking accounts, you understand that when paid, your original check (or any substitute check) becomes property of the Credit Union and may not be returned to you. You agree to keep a copy or carbon copy of your original check in order to verify its validity. If you request us to provide you with an original check or sufficient copy, you agree that we may provide an electronic image of the original check or sufficient copy if you have agreed to receive account information or statements electronically. You understand your statements and checks are made available to you on the date the statement is mailed to you.
- b. *Examination.* You are responsible for examining each statement and reporting any irregularities to the Credit Union. The Credit Union will not be responsible for any forged, altered, or unauthorized check or item drawn on your account if (i) you fail to notify the Credit Union within 30 days of the mailing date of the earliest statement and availability of checks containing any forgery, alteration, or unauthorized signature on the item or (ii) any items forged or altered in a manner not detectable by a reasonable person including the unauthorized use of a facsimile signature machine. For Electronic Services, you have separate requirements for examining your statements and notifying us of statement errors or unauthorized electronic funds transactions as set forth in the Electronic Services Service Agreement below.
- c. *Notice to Credit Union.* You agree that the Credit Union's retention of checks does not alter or waive your responsibility to examine your statements and check copies, or the time limit for notifying the Credit Union of any errors. The statement will be considered correct for all purposes and the Credit Union will not be liable for any payment made or charged to your account unless you notify the Credit Union in writing within the above time limit after the statement and checks are made available to you.
- d. *Electronic Statements (eStatements).* If you have elected to receive your statement electronically, your statement will be available through the Home Banking service to access, review, print, and otherwise copy or download on the fifth of each month for the previous month's statement as disclosed in your online statement agreement.

24. Inactive and Abandoned Accounts

If you have an account that you have not made a withdrawal from, deposit to, renewal of, or transfer involving your account for more than one (1) year, the Credit Union may classify your account as inactive and may charge a dormant account service fee as allowed by applicable law and set forth on the Fee Schedule. Thereafter, dividends or interest will not be paid on the account if the balance falls below any minimum balance requirement. You authorize us to transfer funds from any available account of yours to cover the monthly maintenance fee, if necessary. If a deposit or withdrawal has not been made on the account, you have not otherwise indicated an interest in the account, or the Credit Union has had no other contact with you within five (5) years as required by the Uniform Unclaimed Property Act, the account will be presumed to be abandoned. Funds in abandoned accounts will be remitted in accordance with state law. Once funds have been turned over to the state, the Credit Union has no further liability to you for such funds. If you choose to reclaim such funds, you must apply to the appropriate state agency.

25. Death of Account Owner

You agree that upon your death, your account will be payable in accordance with any existing account designations and the terms of this Agreement. The Credit Union may require the survivor or other claimant to the account to produce certain documents before releasing the funds in the account. The Credit Union may continue to honor all transfers, withdrawals, deposits and other transactions on the account until the Credit Union learns of an account owner's death. Once the Credit Union learns of a member's death, the Credit Union may pay checks or honor other payments or transfer orders authorized by the deceased member for a period of ten days unless the Credit Union receives instructions from any person claiming an interest in the account to stop payment on the checks or other items. You agree that the Credit Union can require that anyone who claims funds in your account after your death to indemnify the Credit Union for any losses resulting from honoring that claim.

26. Termination of Account

The Credit Union may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if: (a) there is a change in owners or authorized signers, (b) there has been a forgery or fraud reported or committed involving your account, (c) there is a dispute as to the ownership of the funds in the account, (d) any account checks are lost or stolen, (e)

if there are excessive returned unpaid items not covered by an overdraft plan, or (f) if there has been any misrepresentation or any other abuse of any of your accounts, (g) we reasonably deem it necessary to prevent a loss to us, or (h) if you engage in any activity of betting or wagering or are otherwise engaged in any internet gambling business, or any owner or authorized user causes the Credit Union to suffer a loss. You may terminate your account at any time by notifying the Credit Union by oral direction or in writing. The Credit Union is not responsible for payment of any check, withdrawal, deposit, or other item once your account is terminated; however, if the Credit Union pays a check after termination, you agree to reimburse the Credit Union for payment.

27. Termination of Membership

You may terminate your membership at the Credit Union after giving written notice of your intent to withdraw. You may be expelled if you fail to comply with the Credit Union policies, procedures, or Bylaws, conduct yourself in a threatening or abusive manner to Credit Union personnel. You may be denied privileges of service or expelled from membership for any reason allowed by applicable law, including causing a loss to the Credit Union. If you are expelled, you may not be a joint account owner on another account.

28. Special Account Instructions

You may request the Credit Union to facilitate certain trust, will, or court-ordered account arrangements. However, because the Credit Union does not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. You and any surviving owner or beneficiary agree(s) to indemnify and hold the Credit Union harmless from any claim or liability asserted against the Credit Union as a result of the disposition of funds in reliance on this agreement and any account designation of yours. If you ask the Credit Union to follow instructions that the Credit Union believes might expose it to claims, suits, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, the Credit Union may refuse to follow your instructions or may require you to post a bond or otherwise indemnify the Credit Union. Any item presented with a full payment legend must be presented in person to a Credit Union officer; otherwise, payment is accepted with full reservation of rights. Account changes requested by you must be evidenced by a signed Member Services Signature Card and be accepted by the Credit Union. The Credit Union will not recognize the authority of someone to whom you have given power of attorney without an acceptable, written Power of Attorney on record at the Credit Union. You understand and agree that the Credit Union may choose to retain electronic or imaged copies of any original documents and you agree that an electronic or image copy is as valid as an original document.

29. 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 as a result 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. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, (subject to applicable law), to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions, if applicable.

30. Governing Law

This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the State of North Carolina and the state in which you reside, as applicable, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the courts in the county where the Credit Union is located or the county in which the member resides if required by law. In the event that any paragraph of this Agreement or any portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of this Agreement shall not be invalid or unenforceable and will continue in full force.

FUNDS AVAILABILITY POLICY

1. General Funds Availability Policy

For savings accounts, we reserve the right to place reasonable holds on deposited funds to the extent permitted by law.

For checking accounts, our general policy is to make funds from your deposits available to you on the same business day after the day that we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and/or we will use them to pay checks that have been written, electronic drafts, or other demands for payment. For check deposits, other than government checks, made at a shared branch facility of ours we will place a two-business day hold on the funds from such deposits. For determining the availability of your deposits, every day is a business day, except, Saturdays, Sundays and scheduled holidays. If you make a deposit before the close of business on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business or on a day that we are not open, we will consider that the deposit was made on the next business day we are open.

2. Reservation of Right to Hold

In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Depending on the type of check that you deposit (e.g. large checks or third-party check), funds may not be available until the second business day after the day of your deposit or later. However, the first \$225 of your deposit will be available on the first business day. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

3. Holds on Other Funds

If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

4. Longer Delays May Apply

We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You deposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

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

5. Mobile Check Deposits

The first \$225 of funds from Mobile Check Deposits will generally be available on the day after the deposit and the remaining funds available on the second business day after deposit. Additional requirements and holds will apply as set forth above. For purposes of the cut-off period and availability of Mobile Check Deposits, the day of deposit is the day the Credit Union receives the check image from you and converts the check data for transmission to the payor bank. You agree that the imaging and transmitting of checks alone does not constitute receipt by Credit Union. Also, acknowledgment of receipt or delivery does not constitute an acknowledgment by Credit Union that funds will be available.

ELECTRONIC SERVICES

NOTE: CONSISTENT WITH OUR POLICY, WE RESERVE THE RIGHT TO REFUSE OR TERMINATE IMMEDIATELY AND WITHOUT PRIOR NOTICE ALL OF THE FOLLOWING PRIVILEGES OF MEMBERSHIP TO ANY MEMBER(S) WHO CAUSE THE CREDIT UNION ANY UNREIMBURSED LOSS IN ANY AMOUNT.

By establishing and using an electronic funds transfer service or access device, you agree to the following terms and conditions governing your and our rights and responsibilities concerning electronic fund transfer services offered to you by the Credit Union and any amendments. Electronic funds transfers ("EFTs") are electronically initiated transfers of money including, but not limited to direct deposits, automated teller machines ("ATMs"), Point of Sale ("POS") terminals, VISA Debit Card, Home Banking 24, Mobile 24, Bill Payer and Call 24 transfer service involving your deposit accounts at the Credit Union.

The terms of this Agreement apply to both consumer and business members, except as specifically provided in this Agreement. For consumer accounts, the primary account holder may enroll in Electronic Services and is responsible for the acts of any joint account holder. Anyone enrolling represents that he or she is the primary account holder and is authorized to enroll in the service. Anyone using the Electronic Services represents that he or she has full authority to use the services and to engage in any action taken by him or her. For business and organizational accounts, the Electronic Services may be established by any authorized user of the account holder. Any joint account holder or an authorized user, acting alone, may affect transactions through the Electronic Services.

1. Electronic Funds Transfer Services (EFTs)

- ATM Transactions.* You may use your ATM card (Card) and Personal Identification Number (PIN) in automated teller machines within the Credit Union Network, STAR, PLUS, JEANIE, Allpoint, or other ATM networks we designate. At the present time, you may use your card to make the following transactions on your accounts:
 - Withdraw cash from your savings, or checking accounts.
 - Transfer funds between your savings, checking accounts or loan accounts.
 - Make account balance inquires.
- The maximum amount that you may withdraw from an ATM on any one day is \$500 unless we inform you of other limits. Transactions made at ATMs other than in the Credit Union Network may be subject to a surcharge.
- VISA Debit Card.* You may use your VISA Debit Card to purchase goods and services any place your Card is honored by participating merchants, including Point of Sale (POS) terminals within the networks or such other POS terminals as the Credit Union may designate. Funds to cover your Card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union may treat the transaction as an overdraft request pursuant to the Overdraft Service or may terminate all services under the Agreement. There is a \$2,000 daily limit on POS purchase transactions. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may

set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds and have not “opted-in” to Overdraft Protection.

- d. *Home Banking 24 Service.* Upon approval, you may use a computer to access your accounts with the Home Banking 24 service. You must use your User Name along with your Password to access your accounts. Home Banking 24 is accessible seven (7) days a week. This service may be unavailable during brief maintenance periods. To access this service, you will need a personal computer and a web browser (such as Google, Mozilla Firefox, Safari etc.). The online address for Home Banking is www.summitcu.org You are responsible for the installation, maintenance and operation of your computer and modem. The Credit Union will not be responsible for any errors or failures involving any telephone service or your computer.
- i. Home Banking 24 Transactions. At the present time, you may use Home Banking to:
- Transfer funds between your savings, checking, and loan accounts, as allowed, including loan payments.
 - Review savings and checking account balances, transaction history, and dividend information.
 - Review loan account balance, transaction history, payment due dates.
 - Apply for a loan.
 - Request withdrawals from a savings, checking or line of credit account by check mailed to you.
 - Aggregate balances and information from your accounts at other financial institutions.
 - Reorder checks.
 - Stop payments on a check.
 - Make bill payments from your checking account using the Bill Payer service.
 - Transfer funds from your Credit Union account to accounts at other financial institutions (Account-to-Account Transfers).
 - Advance funds from a line of credit.
 - Set up and manage transaction alerts on your account(s).
 - Review monthly statements using e-Statements.
 - View your credit score. You may opt out of this service by contacting us.
- Transactions involving your savings and checking accounts will be subject to the terms of your Membership and Account Agreement. Transactions involving your loan accounts will be subject to your applicable Loan Agreement and Disclosures.
- ii. Home Banking 24 Service Limitations & Requirements. The following limitations and requirements on Home Banking 24 transactions may apply:
- Transaction Authorization. You authorize us to debit your account for any transactions processed through Home Banking or other Electronic Service, and for any fees incurred as allowed by law. You authorize us to initiate any reversing entry or reversing file, and to debit your accounts at the Credit Union or elsewhere, in order to correct any erroneous transaction. You agree to cooperate with any action to reverse a transaction that was made in error and to offset any benefit you receive against any loss we suffer.
 - Transfers. You may make funds transfers between accounts of yours as often as you like. However, transfers from your savings, or money market accounts will be limited to a total of six (6) in any one month. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction and you will be notified of those limits.
 - Account Information. The account balance and transaction history may be limited to recent account information. Availability of funds for transfer or withdrawal may be limited due to the processing time required for ATM deposit transactions and our Funds Availability Policy.
- e. *Bill Payer Services.* When you apply for bill payment service (Bill Payer or Mobile Bill Payer) you must designate your checking account as the account from which payments that you authorize will be deducted. You will be given the ability to set up merchants, institutions or individuals that you would like to pay. You are not permitted to designate governmental agencies or courts. All payees must be in the United States. We reserve the right to not allow the designation of a particular merchant or institution.
- iii. Bill Payer Transactions. You authorize us to process Bill Payer transactions from your checking account. You or any persons who you have authorized to use your Bill Payer service can perform the following Bill Payer transactions:
- Make Bill Payments. Pay any designated merchant, institution or individual in accordance with this agreement, a fixed recurring amount or a variable amount from your designated checking account.
 - Obtain Information. Obtain information (payee information, payment status information, etc.) about your bill payment account status.
- iv. Payment Transactions. You may use Bill Pay to initiate single or recurring bill payment transactions. Single payments are payments initiated today with today's transfer date. Payments can be canceled or changed through Bill Pay until funds are withdrawn from the account. Recurring payments are payments that reoccur on a preset date with a fixed amount. You have the option in Bill Pay to set recurring payments to continue indefinitely or to stop on a specific date.

- v. Number and Authorized Payees. There is no limit on the number of payments or payees you may authorize. You may not make payments to federal, state or local governments or other categories of payees we designate from time to time. When you submit a Bill Pay transaction, you authorize us to transfer funds from your checking account. We will process Bill Pay transactions only to those payees the Credit Union has designated, payees you authorize and payees for whom the Credit Union has the proper payee member number. The Credit Union will not process any Bill Pay transfer if we know the required transaction information is incomplete. In any event, the Credit Union will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for entering or knowing. If there are insufficient funds in your account to process the Bill Pay transaction, we may refuse to process the transaction or we may process the transaction and transfer funds from any Overdraft Privilege account you have authorized. The Credit Union reserves the right to refuse to process transactions that reasonably appear to the Credit Union to be fraudulent or erroneous.
- vi. Processing Bill Payer Transactions. The amount of your requested bill payment will be deducted from your account on the Scheduled Payment Date. A maximum dollar limit of \$ 9,999.99 per transaction applies or \$2,500.00 to Person-to-Person transactions. The Credit Union will process your bill payment within one (1) business day of the date you schedule for payment. You must have sufficient funds available to cover your payment on the Scheduled Payment Date. It is your responsibility to schedule your Bill Pay transactions in such a manner that your obligations will be paid on time. You should enter and submit your Bill Pay transactions at least ten (10) business days prior to the payment due date. If you do not allow sufficient time, you assume full responsibility for any late payments and/or finance charges that may be imposed as a result of your failure to submit a timely Bill Pay transaction. You will be notified if a payment fails, and the bill payment service will automatically attempt to retry the payment on the next business day. If the payment is successful on the next day, you will not be notified again. If the payment fails on the retry, you will be notified a second time.
- vii. Canceling or Changing. Bill Pay Transactions. Payments designated as single transactions cannot be stopped, canceled or changed once a payment is withdrawn from the account. You may cancel Recurring Bill Pay transactions by following the Bill Pay instructions. If you discover an error or want to change a transaction (e.g. payment date or payment amount) for a Bill Pay transaction you have already submitted, you may electronically edit or cancel your transaction through Bill Pay. Your cancellation or change request must be submitted through Bill Pay before the payment is withdrawn from the account. If your transaction is not canceled in a timely manner, you will be responsible for the payment. If you wish to place an oral stop payment on a recurring Bill Pay transaction, the Credit Union must receive your oral stop payment request at least three (3) business days before the Scheduled Payment Date. You may call the Credit Union at 336-662-6200 or 800-632-0210 to request a stop payment. If you call the Credit Union, you may be required to confirm your stop payment request in writing within 14 days after the call.
- f. *Mobile 24 App.* Mobile 24 is a personal financial information management service that allows you to access account information and conduct transactions using compatible and supported smart phones and/or other compatible and supported wireless devices. We reserve the right to modify the scope of the Mobile 24 services at any time. We reserve the right to refuse to make any transaction you request through Mobile 24. You agree and understand that Mobile 24 may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming.
- i. Mobile 24 Transactions. At the present time, you may use Mobile 24 to:
- Transfer funds between your savings, checking, and loan accounts, as allowed, including loan payments.
 - Review savings and checking account balance, transaction history, and dividend information.
 - Review loan account balance, transaction history, payment due dates.
 - Make bill payments from your checking account using the Mobile Bill Payer service.
 - Make Mobile Check Deposit transactions.
 - Transfer funds to and from accounts at other financial institutions (“Account-to-Account Transfers”).
 - Apply for a loan.
 - Aggregate balances and accounts from other financial institutions.
 - Locate branches, Surcharge-free ATMs, and CO-OP Shared Branches.
 - Send a payment to anyone with a debit card using the People Pay (P2P) Service.
 - View your credit score. You may opt out of this service by contacting us.
 - View your monthly statements electronically (eStatements).
- The most up-to-date list of services which you may be able to access through Mobile 24 is posted on the Credit Union’s website at www.summitcu.org. When you register for Mobile 24, designated accounts and payees (or billers) linked to your account through Home Banking 24 will be accessible through the Mobile 24 service.
- ii. Use of Services. Mobile 24 will not work unless you use it properly. You accept responsibility for making sure that you understand how to use Mobile 24 before you actually do so, and you use Mobile 24 in accordance with the online instructions posted on our website. You also accept responsibility for making sure that you know how to properly use your wireless device and the Mobile 24 software (“software”) required to use the Service. The Software is provided by a service provider not affiliated with the Credit Union and you are solely responsible for entering a license agreement to use the software. We will not be liable to you for any losses caused by your failure to properly use the Mobile 24 service, the software or your wireless device. You may experience technical or other difficulties related to the Mobile 24 service that may result in loss of data, personalization settings or other Mobile 24 service interruptions. We assume no responsibility for the timeliness, deletion,

mis-delivery or failure to store any user data, communications or personalization settings in connection with your use of the Mobile 24 service. We assume no responsibility for the operation, security, or functionality of any wireless device or mobile network which you utilize to access the Mobile 24 service. Financial information shown on the Mobile 24 service reflects the most recent account information available through the Mobile 24 service. You agree that we will not be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

- iii. Access to Accounts. By enrolling in the Mobile 24 service, you certify you are an owner, joint owner, or custodian on the accounts represented in your enrollment. You understand that all owners of your accounts or anyone with whom you share your Username and/or Password will be an Authorized User, and that authority will be considered unlimited in amount and manner with full authority to perform all transactions relating to the stated accounts, until you notify the Credit Union, in writing of the revocation of such authority. You agree that you are, and will remain, fully responsible for any transactions made by such persons on your accounts except transactions that occur after the Credit Union has been notified of any revocation of authority and has had a reasonable opportunity to act upon such notice.
- iv. Relationship to Other Agreements. You agree that when you use Mobile 24, you will remain subject to the terms and conditions of all your existing agreements with us or any service providers of yours, including service carrier or provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile 24 (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile 24, including while downloading the Software, receiving or sending Mobile 24 text messages, or other use of your Wireless device when using the Software or other products and services provided by Mobile 24), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Mobile 24, you will contact us directly.
- v. Mobile 24 Service Limitations and Conditions. When you use the Mobile 24 service to access accounts, you agree to the following limitations and conditions:
 - (i) Account Ownership/Accurate Information. You represent that you are the legal owner of the accounts and other financial information which may be accessed via Mobile 24. You represent and agree that all information you provide to us in connection with Mobile 24 is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating the Mobile 24 service. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.
 - (ii) Proprietary Rights. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Mobile 24 technology, including, but not limited to, any Software or other mobile phone applications associated with the Mobile 24 service.
 - (iii) User Conduct. You agree not to use Mobile 24 or the content or information delivered through Mobile 24 in any way that would: (a) infringe any third-party copyright, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile 24 to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile 24; (i) interfere with or disrupt the use of Mobile 24 by any other user; or (k) use Mobile 24 in such a manner as to gain unauthorized entry or access to the computer systems of others.
 - (iv) No Commercial Use or Resale. You agree that the Mobile 24 services are for personal use only. You agree not to resell or make commercial use of Mobile 24.
 - (v) Indemnification. Unless caused by our intentional misconduct or gross negligence, you agree to protect and fully compensate us and service providers from any and all third-party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney fees) caused by or arising from your improper use of the Mobile 24 software or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.
 - (vi) Additional Service Limitations. Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to Mobile 24. These difficulties may result in loss of data, personalization settings or other Mobile 24 interruptions. Neither we nor any of our service providers assume responsibility for the timeliness, deletion, undelivered or failure to store any user data, communications or personalization settings in connection with your use of Mobile 24. Neither we nor any of our service providers assume responsibility for the operation, security, functionality or availability of any Wireless device or mobile network which you utilize to access Mobile 24. You agree to exercise caution when utilizing the Mobile 24 application on your Wireless device and to use good judgment and discretion when obtaining or transmitting information. Financial information shown on Mobile 24 reflects the most recent account information available through Mobile 24, and may not be current. You agree that neither we nor our service providers will be liable

for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

- g. *Call 24 (Audio Response)*. If we approve the Call 24 Audio Response (Call 24) for your accounts, a personal, four digit access code will be issued to you. You must use your access code along with your account number to access your accounts. At the present time you may use the Call 24 service to:
- Transfer funds between your Line of Credit or VISA account, savings, checking, and loan accounts.
 - Obtain balance information, account history on your account, cleared check information, and text information.
 - Make loan payments from savings or checking accounts.
 - Other transactions as offered and permitted in the future.

The Call 24 service will be available for your convenience seven days per week. This service may be interrupted for a short time each day for data processing. While there is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day, there are limitations on transactions you make per telephone calls. While there is no limit to the number of inquiries, transfers from a savings account will be limited to six in any one month. No transfer or withdrawal may exceed the available funds in your account. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The system will discontinue service after three unsuccessful attempts to enter a transaction. The Credit Union may impose a fee for excess withdrawals from your savings account. For details, see the Fee Schedule on the Credit Union's website.

- h. *Electronic Check Transactions*. You authorize us to honor any electronic check conversion transaction and re-presented check fee debit transactions you authorize ("electronic check transactions"). You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving any notice regarding the merchant's right to process the transaction, including any written sign provided by the merchant at the time of your transaction. All terms governing electronic funds transfer services will apply to electronic check transactions, except the \$50 and \$500 limits of liability for any unauthorized transactions in Section 3 Member Liability. You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.
- i. *Preauthorized Electronic Funds Transfers and Direct Deposit*. Preauthorized electronic funds transfers may be made into or from your Credit Union accounts. These may include preauthorized electronic funds transfers made to an account from a third party (such as Social Security or your employer) or from an account to a third party (such as a mortgage company or insurance premium payment, excluding bill payment transactions). If electronic funds transfers are made into or from your account, those payments may be affected by a change in your account status or if you transfer or lose your account. Upon instruction of (i) your employer, (ii) the Treasury Department, or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security.

2. Conditions of Card Use

The use of your Card and Account are subject to the following conditions:

- a. *Ownership of Cards*. Any Card or other device which we supply to you is our property and must be returned to us (or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card), immediately according to instructions. The Card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your Card or Account to another person. You may not use the Card for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness.
- b. *Honoring the Card*. Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your Account in lieu of a cash refund.
- c. *Security Access Code*. The personal identification number (PIN) or access code that you select is for your security purposes. The access code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized to sign on your accounts. If you authorize anyone to have or use your access code, you understand that person may use the online or mobile banking service to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your access code and you agree that the use of your access code will have the same effect as your signature authorizing transactions. If you authorize anyone to use your access code in any manner that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your access code immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your access code is changed. If you fail to maintain or change the security of these access codes and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

- d. *Foreign Transactions.* Purchases and cash advances made in foreign countries will be billed to you in US dollars. The currency conversion rate for international transactions as established by VISA International, Inc. is a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or the government-mandated rate in effect for the applicable central processing date. If there is a currency conversion, you will be charged an foreign transaction fee of 1% of the transaction amount for any card transaction made in a foreign country.
- e. *Illegal Use of Internet Gambling.* You agree that all transactions that you initiate by use of your VISA Debit Card are legal in the jurisdiction where you live and/or where the transaction occurred. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. Your Card may only be used for legal transactions. Display of a payment card logo by an online merchant does not mean that internet gambling transactions are lawful in all jurisdictions in which you may be located. We have restricted all online gambling transactions with the Card.
- f. *Non-VISA Checking Transactions Processing.* We have enabled non-Visa debit transaction processing. This means you may use your Visa debit card on a PIN-Debit Network* (a non-Visa network) without using a PIN. The non-Visa debit network(s) for which such transactions are enabled are the STAR Network. Examples of the types of actions that you may be required to make to initiate a Visa transaction on your Visa debit card include signing a receipt, providing a card number over the phone or via the Internet, or swiping the card through a point-of-sale terminal. Examples of the types of actions you may be required to make to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through use of a PIN. The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network and the liability rules for other EFTs in the Section 3 Member Liability will apply. VISA rules generally define PIN-Debit Network as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card.

3. Member Liability

You are responsible for all transfers you authorize using EFT services under this Agreement. If you permit other persons to use an EFT service, Card, or access code, you are responsible for any transactions they authorize or conduct on any of your accounts. For EFT transactions on a consumer deposit account, under this Agreement, you are responsible for all transactions you authorize using any electronic services. For consumer Accounts, transactions by family members or friends that you allow on your Account are authorized by you. If you permit other persons to use your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. Tell us at once if you believe anyone has used your Account, Card or access code and accessed your accounts without your authority or if you believe that an electronic funds transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. For VISA Debit Card transactions, if you notify us of your lost or stolen card, you may not be liable for any losses. These liability limits will apply, provided you promptly notify us and were not grossly negligent or fraudulent in handling your VISA Debit Card and you provide us with a written statement regarding your unauthorized VISA Debit Card claim, otherwise the following liability limits may apply. For all other EFT transactions except electronic check transactions, if you tell us within two business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or EFT service, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500. Your liability for unauthorized line of credit transactions through an EFT service is \$50.

Also, if your statement shows EFT transfers that you did not make including made by debit card, access code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may be liable for up to the full amount of the loss if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your Card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call 336-662-6200 or 800-632-0210 or write Summit Credit Union, 8210 West Market St., Greensboro, NC 27409.

4. Business Days

Our business days are Monday through Friday. Scheduled holidays are not included.

5. Fees

There are certain fees for electronic fund transfer services as set forth in the Fee Schedule which is available on our website. From time to time, the fees may be changed. We will notify you of any changes as required by law. If you use an ATM that is not operated by us, you may be charged an ATM surcharge by the ATM operator or an ATM network utilized for such a transaction. The ATM surcharge will be debited from your account if you elect to complete the transaction. You may not use the Card for any illegal or unlawful transactions and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. If you conduct an ATM or Debit Card transaction and you have provided an opt-in for Overdraft Privilege or you conduct any other an electronic funds transfer and overdraw your account, you agree to pay an overdraft fee as set forth in the Fee Schedule.

6. Right to Receive Documentation

- a. *Periodic Statements.* Transfers and withdrawals transacted through any electronic funds transfer will be recorded on your periodic statement provided by mail or electronically. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly. You may request that your statement be provided electronically. You understand and agree that statements are made available to you on the date they are mailed to you or an electronic statement is available for your access. Images of Credit Union checks cashed at a Credit Union branch or checks that are returned are not available for viewing in Home Banking.
- b. *Direct Deposits.* If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by *calling 336.662.6200 or 800.632.0210 or write Summit Credit Union, 8210 West Market St., Greensboro, NC 27409*
- c. *Terminal Receipt.* You may request a receipt at the time you make any transaction (except inquiries) involving your account using an ATM or point of sale terminal.
- d. *Account Information Disclosure.* We will maintain the confidentiality and privacy of your account information in accordance with our Privacy Policy. However, we will disclose information to third parties about your account or the electronic fund transfers you make in the following limited circumstances:
 - As necessary to complete transfers,
 - To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant,
 - To comply with government agency or court orders, and
 - If you give us your express permission.

7. Preauthorized Electronic Fund Transfers

- a. *Cancellation Rights.* If you have authorized the Credit Union to originate regular electronic fund transfers from (or to) your account at the Credit Union, you or the Credit Union may cancel that request at any time until funds are withdrawn from the account. This request may be made orally or in writing. If you order us to cancel one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages only if accurate information was provided to us.
- b. *Liability.* The Credit Union may charge a fee for each stop payment order requested, as set forth in the Fee Schedule. If payment is stopped, you may remain liable to any person, including the Credit Union, despite the stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney fees, damages or claims related to the Credit Union's action in refusing payment, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment as a result of incorrect information provided by you.

8. Credit Union's Liability for Failure to Make Transfers

If we do not complete a transaction to or from your consumer account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. Our sole responsibility for an error in a transaction will be to correct the error and in no case will we be liable for any indirect, special, incidental, or consequential damages. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. The Credit Union will not be liable for the following:

- If, through no fault of ours, you do not have sufficient funds in your account to complete the transaction, your account is inactive, or the transaction would exceed the credit limit on your line of credit, if applicable.
- If you used the wrong account or Password, you have not properly followed any applicable service or Credit Union user instructions for making Bill Payer, Home Banking 24 or Mobile 24 transactions.
- If your personal computer malfunctioned or the phone lines were not working properly or the Credit Union computer system was not working properly and such problem(s) should have been apparent when you attempted your transaction.
- If circumstances beyond our control (such as fire, flood, telecommunication outages or strikes, equipment or power failure) prevent making the transaction.
- If the funds in your account are subject to an administrative hold, legal process or other claim.
- If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process the transaction.
- If, through no fault of ours, a Bill Payer, Home Banking 24 or Mobile 24 transaction does not reach a particular payee due to changes in the payee address, account number or otherwise; the time you allow for payment delivery was insufficient; payment is lost in the mail or the payee failed to process a payment correctly or in a timely manner and a fee, penalty, or interest charge is assessed against you.
- If an error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Internet Service Provider, any computer virus or problems related to software not provided by the Credit Union.
- If there are other exceptions as established by the Credit Union.

9. Termination of Electronic Fund Transfer Services

You agree that we may terminate your electronic fund transfer services, if you or any authorized user of your electronic fund transfer services or access code breaches this or any other agreement with us, or if we have reason to believe that there has been an unauthorized use of your Card or access code. You or any other 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. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

10. Notices

The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will mail notice to you at least 21 days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

11. EFT Billing Errors on Consumer Accounts

For consumer accounts, in case of errors or questions about your electronic funds transfer transactions under this Agreement, telephone us at the phone numbers or write us at the address at the top of the first page of this Agreement as soon as you can. We must hear from you no later than 60 days after we sent the first statement on which the problem appears.

- Tell us your name and account number.
- Describe the transaction 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 orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will tell you the results of our investigation within ten business days after we hear from you and will correct any error promptly. For errors related to transactions occurring within 30 days after the first deposit to the account (new accounts), we will tell you the results of our investigation within 20 business days. If we need more time, however, we may take up to 45 days to investigate your complaint or question (90 days for POS transaction errors, new account transaction errors, or errors involving transactions initiated outside the United States).

If we decide to do this, we will re-credit your account within five business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten business days, we may not re-credit your account. If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three business days after the conclusion of our investigation. If we have given you provisional credit prior to our investigation and later we find that no error occurred, we have the right to withdraw the amount of the provisional credit given from any of your Credit Union accounts. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

If you have questions about your account including check transactions, your responsibilities to examine your statements and notify us of errors are governed by this Membership and Account Agreement.

12. ATM Safety Notice

The following information is a list of safety precautions regarding the use of Automated Teller Machine (ATM) and Night Deposit Facilities.

- Be aware of your surroundings, particularly at night.
- Consider having someone with you when the ATM or night deposit facility is used after dark.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your ATM access device or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number on your ATM card.
- Report all crimes to law enforcement officials immediately.

13. Mobile Check Deposit Service

a. Operation of Service

- i. Mobile Check Deposit Process. If we approve the Mobile Check Deposit Service ('Service') for you, you must use your Password with your Login to access your accounts. You may photograph an image of checks with your mobile device creating an electronic image and you may transmit the electronic image that the Credit Union will deposit to your account. The Credit Union may, in its discretion, convert items meeting the Credit Union's required standards into substitute checks to facilitate the deposit and collection of such items. You agree that the manner in which checks are cleared or presented for

payment shall be determined by Credit Union, in its sole discretion. We reserve the right to select the clearing agents through which we clear checks.

- i. Funds Availability. Funds from items deposited through the Service will be available in accordance with the Credit Union's Funds Availability Policy disclosure above in this Agreement, as amended from time to time, which is incorporated herein by reference. You agree that the imaging and transmitting of checks alone does not constitute receipt by Credit Union. Also, acknowledgment of receipt or delivery does not constitute an acknowledgment by Credit Union that the transmission of a check or items does not contain errors or that funds will be available. Checks deposited through Mobile Check Deposit are not received by the Credit Union until we have acknowledged receipt and provided credit to your account.
 - ii. Deposit Limitations. You may use Mobile Check Deposit to deposit no more than a total of \$4,000 per day. However, your individual limit may be less than \$4,000 depending on your relationship with the Credit Union.
 - iii. Deposit Acceptance. You agree that Credit Union may at any time, in its sole discretion, refuse to accept deposits of checks from you via Mobile Check Deposit session. In the event that the Service is interrupted or are otherwise unavailable, you may deposit checks in-person at a Credit Union branch or via night drop or mail or other contractually acceptable method.
- b. Member Account.
- i. Member Account. You must designate a Credit Union savings or checking as the settlement account to be used for the purposes of settling transactions requested in connection with the Service. We will provide you with details of each specific transaction. You will be responsible for reviewing and balancing of any settlement account.
 - ii. Responsibility for Imaging. You are solely responsible for imaging deposit items, accessing the Service from the Credit Union, and for maintaining your imaging equipment. You will be responsible for the payment of all telecommunications expenses associated with the Service. Credit Union shall not be responsible for providing or servicing any equipment for you.
 - iii. Deposit Requirements. You agree that you will only use the Service to deposit checks drawn on financial institutions within the United States, excluding its territories. For checks not falling within this requirement you must deposit those checks in person, using a night drop facility or by U.S. Mail. You agree that each check you deposit through the Service will meet the image quality standards that we specify in online instructions or in this Agreement.
 - iv. Check Retention & Destruction. You agree that all checks belong to you and not to the Credit Union and that those items shall be handled in accordance with this Agreement. After our receipt of a deposit transmission we will acknowledge by electronic means our receipt of such transmission. Your electronic transmission is subject to proof and verification. You will retain the original of all imaged checks that have been deposited via Mobile Check Deposit for a reasonable period of time in order to verify settlement and credit or to balance periodic statements, but in no case beyond forty-five (45) days from the date processed. It is your responsibility to properly destroy and dispose of such original checks after such time. During the period that you maintain any original checks, you understand and agree that you must use a high degree of care to protect these original checks against security risks. These risks include, without limitation, (i) theft or reproduction of the original checks (including by employees) for purposes of presentment for deposit of these original checks (e.g., after the original checks have already been presented for deposit via the Service) and (ii) unauthorized use of information derived from the original checks. When you dispose of any original checks, you understand and agree that you must use a high degree of care when selecting and implementing disposal procedures to ensure that the original checks are not accessed by unauthorized persons during the disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed.
 - v. Deposit Prohibitions. You agree not to deposit, or attempt to deposit, or allow others, either directly or indirectly, to deposit, or attempt to deposit, by any means: (i) any substitute check, the original of which has already been presented for deposit via the Service, (ii) any image of a check that has already been deposited either as an original or as a substitute check, (iii) any original check, the substitute check of which has already been presented for deposit via Mobile Check Deposit; (iv) any check made payable (individually or jointly) to someone who is not an owner on your account; (v) any post-dated or stale-dated check; (vi) money orders, travelers checks, or gift checks; (vii) starter checks or counter checks; and (viii) state warrants or other instruments that are not checks. In the event that you, or any third party, makes, or attempts to make, a deposit in violation of this Subsection you agree to defend, indemnify, and hold Credit Union and its agents harmless from and against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties or the Credit Union with respect to any such substitute check or original check. You agree that the aggregate amount of any items which are deposited more than once will be debited from your account, and to the extent funds in your account are insufficient to cover such amount, any balance shall be debited by Credit Union from any other deposit accounts with Credit Union in its sole discretion. You further acknowledge that you and not the Credit Union is responsible for the processing and handling of any original items which are imaged and deposited utilizing the Service and you assume all liability to the drawer of any item imaged using the service or liability arising from the Credit Union's printing of any substitute check from those images.
 - vi. Your Representations and Warranties. You represent and warrant:
 - That you will comply with all federal and state laws, and rules and regulations applicable to deposit and check transactions, including those of the National Automated Clearing House for ACH transactions;
 - That all checks deposited through the Service are made payable to you;
 - That all signatures on each check are authentic and authorized; and
 - That each check has not been altered.

In the event you breach any of these representations or warranties, you agree to defend, indemnify and hold Credit Union and its agents harmless from and against all liability, damages and loss arising out of any claims, suits or demands brought by

third parties or the Credit Union with respect to any such breach. You further authorize the Credit Union to charge your account for the amount of any such demand, claim or suit that constitutes a breach of warranty claim under the provisions of the Uniform Commercial Code.

- vii. Financial Responsibility. You understand that you remain, solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds associated with accessing the Service. The Credit Union shall not be liable in any manner for such risk unless Credit Union fails to follow the procedures described in materials for use of the Service. You assume exclusive responsibility for the consequences of any instructions you give to the Credit Union, for your failures to access the Service properly in a manner prescribed by the Credit Union, and for your failure to supply accurate input information, including, without limitation, any information contained in an application.
 - viii. Account Reconciliation. You will verify and reconcile any out-of-balance condition, and promptly notify the Credit Union of any errors within the time periods established in this Membership and Account Agreement after receipt of your account statement. If notified within such period, the Credit Union shall correct and resubmit all erroneous files, reports, and other data at the Credit Union's then standard charges, or at no charge, if the erroneous report or other data directly resulted from the Credit Union's error.
- c. Credit Union's Obligations.
- i. Financial Data. We will review and process your electronic file through a batch processing one time per day. The Credit Union agrees to transmit all the financial data under its control required to utilize the Service selected by you and to act on appropriate instructions received from you in connection with such Service. The Credit Union shall exercise due care in seeking both to preserve the confidentiality of the user number, password, test key, or other code or identifier and to prevent the use of the Service by unauthorized persons (and in this connection it is understood and agreed that implementation by the Credit Union of its normal procedures for maintaining the confidentiality of information relating to its members, and where practicable the obtaining by the Credit Union from any third parties engaged in the installation, maintenance and operation of the system of similar undertakings, shall constitute fulfillment of its obligation to exercise due care) but shall not otherwise be under any liability or have any responsibility of any kind for any loss incurred or damage suffered by you by reason or in consequence of any unauthorized person gaining access to or otherwise making use of the Service. You assume full responsibility for the consequences of any misuse or unauthorized use of or access to the Service.
 - ii. Service Availability. You understand that Service availability is at all times conditioned upon the corresponding operation and availability of the communication systems used in communicating your instructions and requests to the Credit Union. We will not be liable or have any responsibility of any kind for any loss or damage thereby incurred by you in the event of any failure or interruption of such communication systems or services resulting from the act or omission of any third party, or from any other cause not reasonably within the control of the Credit Union.
 - iii. Exception Items. When we review and process your electronic file, we may reject any electronic image that we determine to be ineligible for the service ("Exception Item") including, without limitation, electronic images of items drawn on banks located outside the United States, items drawn on U.S. Banks in foreign currency, electronic images that are illegible (due to poor image quality or otherwise), electronic images of items previously processed, electronic images previously converted to substitute checks, and electronic images with unreadable MICR information. We will notify you of any Exception Items. You agree that if you wish to attempt to deposit any Exception Item to any of your accounts with Credit Union, you will only do so by depositing the original item on which the Exception Item is based. You acknowledge and agree that even if you do not initially identify an electronic image as an Exception Item, the substitute check created by the Credit Union there from may nevertheless be returned to Credit Union because, among other reasons, the electronic image is deemed illegible by a paying bank. Credit Union's failure to identify an Exception Item shall not preclude or limit your obligations to Credit Union.
 - iv. Account Information. We will provide you with daily transaction history via the Internet and the Online Branch service detailing items processed, return items, and deposit adjustments.
- d. Retention of Check Images. Credit Union will retain any images of deposited items for six (6) years.
- Disclaimer of Warranties*. MEMBER ACKNOWLEDGES THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY INFORMATION RESULTING FROM YOUR USE OF THE SERVICE. THE CREDIT UNION MAKES NO AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICE INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CREDIT UNION DISCLAIMS ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE SERVICE (INCLUDING, WITHOUT LIMITATION, THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). MEMBER FURTHER ACKNOWLEDGES THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS. MEMBER HEREBY ASSUMES ALL RISKS RELATING TO THE FOREGOING.
- e. Credit Union's Liabilities.
- i. Direct Damages. THE CREDIT UNION'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY MEMBER AND ONLY TO THE EXTENT SUCH DAMAGES ARE A DIRECT RESULT OF THE CREDIT UNION'S

GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; PROVIDED THAT THE MAXIMUM AGGREGATE LIABILITY OF THE CREDIT UNION RESULTING FROM ANY SUCH CLAIMS SHALL NOT EXCEED ONE HUNDRED DOLLARS OR OTHERWISE REQUIRED BY LAW. IN NO EVENT SHALL THE CREDIT UNION BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING LOST PROFITS WHETHER OR NOT THE CREDIT UNION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE CREDIT UNION'S LICENSORS OR SUPPLIERS WILL NOT BE SUBJECT TO ANY LIABILITY TO MEMBER IN CONNECTION WITH ANY MATTER.

- ii. Your Duty to Report Errors. You will notify Credit Union of any errors, omissions, or interruptions in, or delay or unavailability of, the Services as promptly as practicable, and in any event within one business day after the earliest of discovery thereof, or the date discovery should have occurred through the exercise of reasonable care, and, in the case of any error, within fourteen (14) days of the date of the earliest notice to you which reflects the error. Your failure to notify Credit Union of any error, omission, or other discrepancy within seven (7) days from the date of a loss shall relieve Credit Union of any liability for such error, omission, or discrepancy.
- iii. Credit Union's Performance. You acknowledge and agree that Credit Union shall not be liable for any damages or loss of any kind resulting from any unintentional error or omission by Credit Union in performing the Service, in accordance with or unintentional deviation from the terms and conditions of this Agreement. You acknowledge that Credit Union's systems and procedures established for providing the Service are commercially reasonable.
- iv. Limitation of Liability. Credit Union shall have no liability to you, or any other person or entity for any loss, damage, cost, or expense arising out of this Agreement or the Service regardless of the form in which asserted, whether in contract, tort (including negligence), warranty, or any other legal or equitable grounds, and regardless of whether the remedies available fail of their essential purpose, except as provided by applicable law for any error or delay in performing the Service provided for in this Agreement, and we shall have no liability for not effecting a transaction, if:
- We receive actual notice or have reason to believe that you filed or commenced a petition or proceeding for relief under any bankruptcy or similar law;
 - The ownership of funds involving a transaction is in question;
 - We suspect a breach of the security procedures;
 - We suspect that your account has been used for illegal or fraudulent purposes; or
 - We reasonably believe that a transaction is prohibited by federal law or regulation, or otherwise so provided in the Agreement.

Credit Union will not be liable if you fail to report timely any error or discrepancy reflected in an account statement prepared by Credit Union, or if Member fails to report a breach of a security procedure. If Credit Union fails to perform under this Agreement in accordance with the standards set herein, Credit Union's liability for damages, losses, and other compensation owing to you will be limited as set forth above.

- v. Force Majeure. The Credit Union shall not be responsible for liability, loss, or damage of any kind resulting from any delay in the performance of or failure to perform its responsibilities hereunder due to causes beyond the Credit Union's reasonable control.

SAFE DEPOSIT BOX TERMS

If you rent a safe deposit box ("box") from the Credit Union you and each renter agree to the following Safe Deposit Box Terms. The Member Services Signature Card for this safe deposit box is incorporated into and made a part of this Safe Deposit Box Agreement. The term of this Agreement commences on the date shown on the Member Services Signature Card and continues thereafter until terminated by you or us. It is automatically renewed for an additional year under the terms of this Agreement, unless earlier terminated by you or the Credit Union. We reserve the right to make any further rules concerning use of the box as we may, in our judgment, deem necessary or desirable, with or without advance notice to you, and you agree to abide by all our rules and regulations concerning access to the box and production of such identification as we may request. No safe deposit box rental agreement shall be transferable and none may be assigned except on our records and with our prior written consent.

1. Access

The Credit Union shall have the exclusive right to fix the times during our regular business hours for opening and closing of a box. The vault(s) may be closed on holidays and on other days as we deem prudent or appropriate. We shall not be liable to you or your legal representative for any damage or inconvenience as a result of our failure to open a vault or the failure of any lock to operate. A box rented in the names of two persons is under the control of each of them as fully as though it was rented by one person alone. Either of you may have access to the box alone, may appoint a deputy to have access, may cancel such an appointment made by either of you, or may surrender the box during your lifetime. Any appointment of a deputy or a legal representative must be in a form that is satisfactory to the Credit Union. So long as a person is authorized to access the box, no other user can restrict what may be placed in or removed from the box by that person. We reserve the right to deny access to the safe deposit box if your accounts with Summit Credit Union are not in good standing. The Credit Union is not responsible for knowledge of your death or legal incapacity or of the death or legal incapacity of anyone else you or a court may authorize to access the box or of the revocation of any appointment through which any person is authorized to act for you until written notice of the same is received in our office in which the safe deposit box is located. Until such notice is received, any action we take in reliance upon the appointment of a deputy or a legal representative or in permitting any

authorized person to access the box for any purpose shall be fully binding on each of you and upon your heirs, executors, administrators, personal representatives and assigns. No authorization to access the box shall be deemed to have been automatically revoked by the death or legal incapacity of the person making the appointment or of either of you. Each of you agrees to indemnify the Credit Union and hold us harmless against any unauthorized act of either of you or of your appointed deputy.

2. Renter Responsibilities

You agree all rents may be deducted from your share account as indicated in the TIS Disclosure Supplement. All rents of boxes are payable for a full one-year term in advance. You acknowledge receipt of two keys and agree to notify us immediately if a key is lost and to return any remaining key at that time. You also agree to pay immediately upon our request any charge we impose for replacing a lost key, replacing a lock, or for opening a box for which the key(s) have been lost; If you fail to surrender both your keys and possession of the box at the end of the year, we will not consider a box vacated until all keys are returned or we have received your written notice. You will not leave the box unlocked at any time. You will not deliver the keys to the box or divulge any password or number associated with it to anyone who is not legally authorized to access it. It is your responsibility to notify us promptly of any changes in your name or address, or in the name or address of any deputy you have appointed. If you fail to give up possession of the box, remove its contents and return the keys to us upon termination of this Agreement by either of us, we may send a written notice to you of our intent to forcibly open the box in the presence of an officer of the Credit Union and one other witness. If you fail to give up possession of the box and surrender all keys within fifteen (15) days after we send such a notice, we may then proceed according to our stated intent and remove the contents of the box and retain the contents as bailee, subject to the payment of all rent that is then unpaid. You agree to pay us any charge for the use of the box after the ending of the term and all expenses, costs and attorney's fees we incur, including costs of opening the box and of changing the lock and keys and of safe keeping of the contents after their removal from the box, immediately upon our demand. Each of you agrees to promptly notify the Credit Union in writing of the death of any person who has access to the box as required under the laws of this state. Your legal representative, including any deputy you appoint, is also required to give such notice.

3. Contents of Box

The contents of a rented safe deposit box are not insured by the Credit Union. The loss of any of the contents of the box shall not be evidence that it has been opened by someone other than you or your legal representative. The Credit Union's liability and responsibility to you with regard to any property kept in our rented box is limited to ordinary care. We accept receipt of such property only with the express agreement that neither the Credit Union, its officers, employees, nor agents shall be held liable or responsible, directly or indirectly, to you, your agents, heirs, or assigns for any theft, robbery, embezzlement, loss or destruction of or injury or damage to, any papers or property or valuables of any nature which may be stored in any such box.

4. Termination

Credit Union reserves the right to terminate this Agreement at any time upon giving you written notice. In that event, we will refund a proportionate part of the rent you paid for the unexpired term, and at the same time you will vacate the box and return all keys to us. All notices we are required to give will be deemed given when in the certified mail postage prepaid and addressed to you, your deputy, or legal representative at the last address shown on our records. If the Credit Union should become involved in any litigation or other legal procedure in connection with the contents of the box, you agree to pay us our full costs and reasonable attorney's fees.

FACTS

WHAT DOES SUMMIT CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Name, address, Social Security number and income
- account balances and transaction history
- credit history and credit scores

How?

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 customers' personal information; the reasons Summit Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Summit Credit Union share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or 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	Yes
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 nonaffiliates to market to you	No	We don't share

To limit our sharing

- Call **336-662-6200**—our menu will prompt you through your choice(s)
- Visit us online: <https://www.summitcu.org>

Please note:

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

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

Questions?

Call 336-662-6200 or 800-632-0210, or write to us at:
Summit Credit Union, 8210 West Market St, Greensboro, NC 27409

Who we are	
Who is providing this notice?	Summit Credit Union
What we do	
How does Summit Credit Union protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also restrict access to nonpublic personal information about you to those employees and volunteers who need to know the information to provide products or services to you.
How does Summit Credit Union collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> • Open an account or deposit money • Apply for any credit union service • Use your credit or debit card or pay your bills • Make deposits to or withdrawals from your accounts We also collect your personal information from others, including credit bureaus 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"> • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • Summit Property and Casualty Insurance Group • FT Credit Union Management & Services Corporation
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • Summit Credit Union does not share with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products and services to you. Our joint marketing partners include: <ul style="list-style-type: none"> • CUNA Mutual Group's MEMBERCONNECT • Ser Technology Corporation • The Needham Group, Inc. • Lincoln Financial Securities Corporation

Other important information

At Summit Credit Union, we respect the privacy of our members. We recognize the importance of maintaining the confidentiality of your personal financial information. This notice describes the privacy policy and practices followed by Summit Credit Union. This notice explains what types of member information we collect and under what circumstances we may share it.

When you are *no longer* our member, we will not share your information except as permitted or required by law as described in this notice.

Summit Credit Union only shares information for legitimate business reasons with the ultimate goal of bringing members greater convenience and more value from trusted business partners. Summit Credit Union shares member information with certain vendors with whom we have marketing agreements to provide specific products and services, such as insurance and investment services. To protect our members' privacy, Summit Credit Union only works with companies that agree to maintain strong confidentiality protections and limit the use of the information we provide. We do not permit these companies to sell the member information we provide to other third parties.

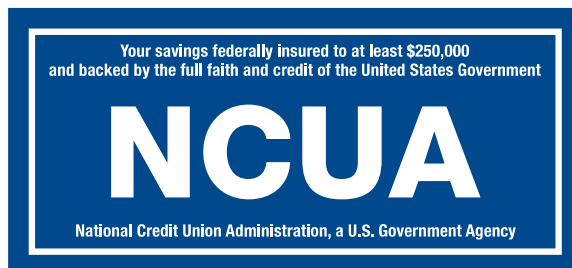
Federal law gives Summit Credit Union the right to limit some but not all sharing.

THE US PATRIOT ACT AND THE INTERNATIONAL MONEY LAUNDERING ABATEMENT AND ANTI-TERRORIST FINANCING ACT OF 2001

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT AND ID VERIFICATION: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to positively identify you. We may also ask to see your driver's license or other identifying documents. In an effort to protect you and your identity, we may also ask you to show positive proof of identification in connection with all future transactions.

YOUR DEPOSITS ARE FEDERALLY INSURED BY THE NCUA

Member deposits in the credit union are insured by the National Credit Union Administration (NCUA), for up to \$250,000 per depositor account. NCUA is an independent federal government agency that insures accounts in Credit Unions through the National Credit Union Share Insurance Fund (NCUSIF), a federal fund backed by the full faith and credit of the United States Government. Insurance through the NCUA is virtually identical to deposit insurance the FDIC provides to banking institutions.



For additional information on deposit insurance and how you can increase your coverage beyond \$250,000, visit [NCUA.gov](https://www.ncua.gov).