

EXHIBIT A

RECEIVED**Jul 23 2026**

to

S.C. SUPREME COURT

**Declaration of Douglass Morris in
Support of Motion to Compel
Arbitration, or in the Alternative Motion
to Dismiss Plaintiffs' Amended
Consolidated Complaint Under Rules
12(b)(1) or 12(b)(6)**

Case No. 1:24-cv-07476-CMC

Case No. 1:24-cv-07519-CMC

Case No. 1:24-cv-07537-CMC

Case No. 1:24-cv-07671-CMC

Case No. 1:24-cv-07695-CMC

Case No. 1:25-cv-00210-CMC

Case No. 1:25-cv-00312-CMC

October 1, 2023
Membership Agreement



A TRUE COPY
ATTEST: ROBIN L. BLUME, CLERK

BY:

DEPUTY CLERK



MEMBERSHIP AGREEMENT

Effective October 1, 2023

CONTENTS OF THIS AGREEMENT	PAGE
INTRODUCTION	2
MEMBERSHIP, ACCOUNT & ACCOUNT SERVICES AGREEMENT	2
RESOLVING CLAIMS	21
ELECTRONIC FUNDS TRANSFER (EFT) AGREEMENT & DISCLOSURES	23
WIRE TRANSFER AGREEMENT & DISCLOSURES	28
THE AVAILABILITY OF FUNDS YOU DEPOSIT WITH THE CREDIT UNION	29
TRUTH-IN-SAVINGS ACT DISCLOSURE	31
TERM SHARE CERTIFICATE ACCOUNTS	32
COMMON FEATURES OF ALL ACCOUNTS	32
PRIVACY POLICY	35
IMPORTANT CONTACT INFORMATION	38
RATE SHEET & FEE SCHEDULE <i>These items are provided separately and contain important terms concerning rates, fees, limitations, networks, etc. Be sure to review and keep the Rate Sheet and Fee Schedule as permanent records. These will be updated from time to time as needed.</i>	Separate Items

THIS AGREEMENT IS SUBJECT TO ARBITRATION UNDER THE STATE LAWS AS STATED IN THE SECTION, HEREIN, TITLED "RESOLVING CLAIMS" AND THE FEDERAL ARBITRATION ACT §9 USC 1 ET SEQ. BEGINNING ON PAGE 20. THIS SECTION EXPLAINS ANY OPT-OUT RIGHTS YOU MAY HAVE AND STEPS TO EXERCISE SUCH RIGHTS.

Special Notice: The laws and regulations governing the financial services we provide are complex. To ensure your understanding of our relationship with you, we provide this detailed Membership Agreement ("Agreement") which explains both your responsibilities and ours.

Cellular Phone Contact Policy: By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications—including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system—from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider.

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

This Agreement governs all services whether opened now or in the future, and we may modify, change, add provisions or terms we deem necessary or in the best interests of the Credit Union, or amend the terms of this Agreement, Rate Sheet, Fee Schedule, and Privacy Policy at any time. Any change shall be effective immediately unless otherwise specifically required by applicable law.

INTRODUCTION

This Agreement, the Rate Sheet, and Fee Schedule ("Schedule") explain the rules which govern your account(s) and account services with us. Please read this Agreement carefully and keep it and all related documents in a safe and convenient place.

Special Note: Your relationship with the Credit Union is also governed by state and federal laws, which may change from time to time. The body of law is too large and complex to be reproduced here. **The purpose of this Agreement is to: (1) summarize the rules applicable to common transactions; (2) establish rules to govern transactions not regulated by state or federal law; (3) establish variations that will apply to certain rules, events or transactions as permitted by applicable law; and (4) provide you with certain disclosures and information regarding our policies as required by law. By signing a Membership Application and Account Card or your use or continued use of any account or account services after receiving this Agreement, notice of its availability or notification of any change in terms, you, jointly and severally, agree that you understand and agree to the terms and conditions stated in this Agreement, the Schedule and the Rate Sheet as amended from time to time.**

UNDER PENALTIES OF PERJURY, I/We certify (1) that the number provided is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (a) I am exempt from back-up withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding and (3) I am a U.S. person (including a U.S. resident alien), and (4) I am exempt from FATCA reporting. If you are not a U.S. person, you must complete a W-8 BEN. **The Internal Revenue Service does not require your consent to any provision of this application other than the certifications required to avoid backup withholding.**

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

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

MEMBERSHIP, ACCOUNT AND ACCOUNT SERVICES AGREEMENT — GENERAL TERMS AND CONDITIONS

1. **Terms, Conditions and Limitations of Your Relationship with the Credit Union.** The following terms govern our relationship with you. All Credit Union services are further governed by the terms and conditions set forth in any future agreements and/or disclosures, to include but not limited to, the Overdraft Privilege Disclosure, together with the Credit Union's Bylaws, policies and procedures, which are herein collectively referred to as "Agreement." To the extent there is any conflict between the terms of this Agreement and any of these items or any other documents, the terms of this Agreement shall govern. This Agreement governs all services whether opened now or in the future. This Agreement may be amended or revised by us at any time, and any change in the Agreement shall be immediately effective unless otherwise specifically required by applicable law. This Agreement is binding upon the account owner and all parties hereto together with their heirs, successors, assigns and any other person claiming any right or interest under or through said parties. Otherwise, to the extent there is any conflict between the terms of this Agreement and any of these items or any other documents, the terms of this Agreement shall govern. You agree at all times that you will comply with all Applicable Laws. "Applicable Laws" shall include: "(i) Visa U.S.A. Inc. Bylaws, Visa U.S.A. Inc. Operating Regulations, Visa U.S.A. Inc. Certificate of Incorporation, Visa International Bylaws, and Visa International Operating Regulations; (ii) NACHA's (The National Automated Clearing House Association) Operating Rules; (iii) the Operating Regulations of any network through whom you initiate or process any transaction(s); and (iv) any and all laws, treaties, rules, regulations, or regulatory guidance of the government of the United States, as the same may be amended and in effect from time to time; and you agree that such Applicable Law shall govern despite any other general or specific terms or conditions set forth in the entirety of this Agreement. The Credit Union is not in any way limited in the use of the name of any person or entity that claims trademark, copyright or other such status regarding a name in the ordinary course of Credit Union business, in providing any services we may offer; or in using such name in any other manner authorized by our agreements or applicable laws.

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

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

2. **General Definitions/Requirements/Biometrics.** In this Agreement, the words "**you**" or "**your(s)**" mean everyone who signs any Account Card or is authorized to make transactions regarding your account(s) as provided herein or by governing law, including any account service(s).

"**Credit Union**," "**We**," "**us**," or "**our**" means the Credit Union providing this Agreement to you.

"**Access Device**" means any card, electronic access device and/or any codes, passwords or personal identification numbers (PIN) that we issue to allow you to access and/or use any account or other services. With

regard to online or internet transactions, an access device shall also include any computer, smartphone or other hardware used to make or process a transaction.

Use of Biometrics/Fingerprints: The Credit Union or various apps you may choose to use may provide access to your accounts and services through the use of fingerprints or other biometrics. You agree to the use of such biometrics and will cooperate with the Credit Union in implementing any requirements that we or the third party may require associated with this technology. Biometric technologies may be used for authentication. A biometric identifier measures an individual's unique physical characteristics and compares it to a stored digital template for authentication. A physical characteristic can be a thumbprint, fingerprint, facial recognition or iris pattern. A biometric identifier can be used as a single or multifactor process. We may require the use of biometrics and/or fingerprinting with regard to any service we offer; and any refusal to cooperate with such use shall allow us to refuse to make any transaction, including but not limited to cashing any on-us item presented by any holder.

Important Notice on Biometrics: When you enable biometric access, every person with an enrolled fingerprint on your accounts, services or device used to access your accounts and services will have access to your accounts and services, and may access your accounts, view your information, conduct transactions on your behalf, and has your authority to engage in these activities. Enrolled biometrics expand the number of persons who have access to your account regardless of the signers listed on your account agreement. THE CREDIT UNION ADVISES YOU TO REVIEW AND CONFIRM THAT ALL REGISTERED BIOMETRICS BELONG TO INDIVIDUALS WITH AUTHORITY AS DESCRIBED ABOVE. BY ACTIVATING ACCESS/SERVICES REQUESTED BY YOU THE CREDIT UNION RELIES ON YOUR REPRESENTATION THAT ANYONE WITH A REGISTERED BIOMETRIC HAS PROPER AUTHORITY TO ACCESS AND USE YOUR ACCOUNTS AND ASSOCIATED ACCOUNT INFORMATION.

"Authorized User" and "Authorized Use" means any person who has actual, implied or apparent authority, or to whom any owner has at any time given any information, access device, or documentation that enables such a person to access, withdraw, make transactions to or from your accounts, or to use any of your account services. If you have a joint owner on an account who has any access to the joint account, online or otherwise, you understand that this owner or authorized user may access all accounts and services associated with the account and all other accounts having the same account prefix (i.e. account number and all suffixes associated with said account number). If you authorize anyone to use your access device(s), that authority shall continue until you specifically revoke such authority by notifying the Credit Union in writing or as required by applicable laws. If we or any of our agents contact you regarding any transaction(s) and you verify the transaction(s), you agree that we may rely on your verification, and that any such transaction(s) shall be deemed authorized by you. If you fail to maintain the security of these access codes and the Credit Union suffers a loss or otherwise makes a determination that the Credit Union is at risk for potential loss, we may terminate any or all of your account services immediately. This definition is intended to be construed broadly and includes without limitation all users acting under a written document such as a Power of Attorney as well as any person or entity that is authorized to make deposits or debits to or from your accounts with us. An authorized signer may stop payment on an item they have drawn or otherwise ordered but may not close any account(s) or terminate any services without the owner's specific written consent.

"Overdraft" is a deficit in your checking account caused by drawing more money than the account has available for use.

Account Balances: As explained further in this Agreement, there are many circumstances that will affect your access to the funds in your accounts. Many of these transactions are beyond the Credit Union's control as they are requirements of the payment networks that your transactions are processed through, via the merchants with whom you choose to do business. Also, we may place holds on various deposits as explained further in this Agreement (refer to the section of this document titled **The Availability of Funds You Deposit with the Credit Union**; and item 12. **Temporary Holds and Authorizations for Amounts in Excess of Transactions** of this section), and elsewhere. Thus, your account records may show two different balances. In order to manage and understand how transactions are processed, including when fees such as overdraft fees may apply, you understand and agree to the following: **"Current Balance"** (sometimes also referred to as "Current", "Total Balance", "Actual Balance", "Ledger Balance", "New Bal") is the total amount of money in your account. The Current Balance does not take into account outstanding transactions authorized by the accountholder and may not always depict an accurate display of what you may spend without overdrawing your account. **"Available Balance"** (sometimes also referred to as "Available") is the total amount of funds in your account less holds placed on deposit and less holds on debit card authorizations not yet presented for payment. While an Available Balance shows as immediately available for use, it may not always depict an accurate display of what you may spend without overdrawing your account. For example: You have a Current Balance of \$75 and an Available Balance of \$75. You then swipe your debit card at the grocery store and an authorization for your purchase is given for \$25. The \$25 transaction is now on hold. Since we are obligated to pay the merchant, even if your checking account is negative at the time the transaction is presented to us by the merchant, we will reduce your Available Balance by the amount of the authorization which is \$25. Your Current Balance would still be \$75 because this transaction has not yet posted, but your Available Balance would be \$50 because you have authorized a \$25 payment to the grocer. When the merchant submits the request for payment, your Current Balance will be reduced by the amount of the posted transaction and both your Current and Available Balance will be \$50, provided additional charges have not been made. If you exceed the Available Balance (even though the actual balance may be greater), you may overdraw your account since transactions are posted against the Available Balance. Exceeding your Available Balance may result in any of the following: A Non-Sufficient Funds (NSF) transaction and an assessment of the associated fees; access to a set Overdraft Privilege limit and an assessment of the associated fees; a Returned Item and an assessment of the associated fees; and/or Overdraft Protection transfer and an assessment of the associated fees. Please refer to the Schedule for specific fee amounts. To obtain your Available Balance, you may check your account online at SRP Online, on your access device using SRP Mobile, by calling TYME Line, or by visiting any SRP FCU ATM or branch location. It is important to understand the order in which your transactions are posted to your account(s) as explained further in this section of the Agreement (refer to item 10. **Transactions from Your Account(s)**) to avoid making transactions that exceed your Available Balance. **Important Note:** The Available Balance does not reflect every transaction you have initiated, or we previously authorized. For example, your Available Balance may not include the following:

- Outstanding checks and authorized withdrawals that we have not received for payment (such as recurring debit card transactions and ACH transactions);

- The final amount of a debit card purchase. For example, we may authorize a purchase amount prior to a tip that you add;
- Debit card transactions that have been previously authorized but not sent to us for final payment. In most cases, a transaction authorization hold must be released after three (3) business days even though the transaction may be sent for payment from your account at a later date, which we must honor. The authorization hold may be up to thirty (30) business days for certain transactions, including car rental, cash, and international transactions. This can result in what is commonly referred to as "Authorize Positive, Settle Negative", which can result in an overdraft if other transactions draw your account negative before final payment. Since we do not know all transactions you may enter into, we have to rely upon you to manage your account in order to avoid an overdraft.

We use your Available Balance to determine when your account is overdrawn prior to assessing Non-Sufficient Funds (NSF) fees or overdraft program fees, if you are opted into the Overdraft Privilege program. We will attempt to identify if sufficient funds were available to cover the transaction at the time of authorization. The following is an example: Your Current Balance is \$100 and your Available Balance is also \$100. You make a purchase with your debit card at a merchant who submits an authorization of \$35. When we approve the authorization, we commit to pay the merchant and reduce your Available Balance to \$65. At the same time, we place a flag on the hold to indicate no Overdraft Privilege or NSF fee allowed. As the merchant transaction has not settled yet your Current Balance remains at \$100. Next, you request an \$80 withdrawal at an ATM. You do not have sufficient available funds for the ATM transaction and if we honor your request using Overdraft Privilege, we will assess a fee based on the negative Available Balance change. The fee is based on your having only \$65 available and is not based on your Current Balance of \$100. Next, the merchant submits the settlement transaction for \$35. At this time, we attempt to match the hold record for the transaction as it is flagged to indicate any potential fees from the time of authorization. If we are unable to match the hold record, we will waive any Overdraft Privilege or NSF fees. You do not have a sufficient Available Balance to cover this transaction. If we pay the \$35 using your Overdraft Privilege, you will be assessed a fee based on the negative Available Balance change. In this scenario you drew on unavailable funds twice using Overdraft Privilege and incurred two fees.

YOU MAY STILL OVERDRAW YOUR ACCOUNT EVEN THOUGH THE AVAILABLE BALANCE APPEARS TO SHOW THERE ARE SUFFICIENT FUNDS TO COVER A TRANSACTION YOU WANT TO MAKE. Your Available Balance does not reflect your outstanding checks, automatic bill payments, or any other outstanding transactions that have not been paid from your account. These items will not be reflected in your Available Balance until presented to us and paid from your account. Holds on deposits may not be reflected, as described in our funds availability disclosure (refer to the section of this Agreement titled **The Availability of Funds You Deposit with the Credit Union**).

In addition, your Available Balance may not reflect all of your pending debit card or ATM card transactions. For example, if a merchant obtains an authorization but does not submit the debit card transaction for payment within three (3) business days after the authorization is given, we may increase your Available Balance by the amount of that authorization. This means your Available Balance will no longer reflect the pending transaction until the transaction has been received by us

and posted to your account. Although clearing times for debit card transactions range from 0-5 days, merchants choose the system by which they process their transactions and how frequently they do so (often a decision based on the lowest cost to them). The Credit Union has no control over how and when transactions are presented to us to be paid.

Even though we may increase your Available Balance when a merchant does not submit the transaction for payment within three (3) business days, the obligation to the merchant still applies. The time period for authorizations may be different for certain types of merchants.

NOTE: Holds placed on your account for pending debit card/electronic transactions, including gasoline, hotels, car rentals, etc., may reduce your Available Balance for an amount that may vary from the actual purchase amount, which may or may not be presented for payment. These same holds also reduce the available funds for subsequent purchases. Failing to account for outstanding items may cause your account to become overdrawn and fees assessed.

The Credit Union may return debits (ACH payments as well as other transactions) submitted for payment against your checking account(s) if the amount of the debit exceeds the funds available in the applicable checking account. **Multiple fees per item are possible.** Each time we return a debit for insufficient funds, we will assess an NSF fee in the amount shown on our current Fee Schedule for each returned debit item. The entity that submitted the debit may submit another debit to the Credit Union even if we have already returned the prior debit for insufficient funds in the checking account. If the resubmitted debit again exceeds the funds available in the checking account, the Credit Union again will return the debit, which may result in an additional NSF fee. **Thus, you may be charged multiple NSF fees in connection with a single debit that has been returned for insufficient funds multiple times.** The reason for this is that when you authorize a merchant to process a payment from your account that merchant may present the transaction multiple times and in various ways when payment is declined for insufficient funds or otherwise. See the paragraph titled **Multiple Presentments/Representments** for more information.

When we charge you a fee, the charge reduces the Available Balance in your account and may put your account into (or further into) overdraft.

"Check" means an acceptable written "instrument" on your account(s) and includes the term "share draft."

"Instrument" means a written order as defined by Articles 3 and 4 of the Uniform Commercial Code pursuant to the laws of the State set forth in this Agreement.

"Member" means the person(s) who have established their membership with us as set forth in this Agreement and applicable law. Each person must deposit and maintain the par value of the required shares to be a member. An owners' rights with regard to the par value deposit necessary to maintain membership may be restricted as set forth in this Agreement or otherwise. **"Owner"** means the person(s) who have a present ownership interest in the sums on deposit in the multiple party (joint) accounts with the Credit Union, subject to the Credit Union's lien rights or any security interest. A person is not an owner unless specifically designated as such in a completed and signed Membership Application and Account Card.

For the purpose of your pledge to secure your obligations to the Credit Union, our common law right of set off, and otherwise, **"share(s)"**

means all deposits in any share savings, share draft/checking, club, share certificate, P.O.D., revocable trust or custodial account(s), whether jointly or individually held — regardless of contributions, that you have on deposit now or in the future, all of which are deemed “general deposits,” for the purpose of your pledge. Your pledge does not include any I.R.A., Keogh, tax escrow, irrevocable trust or fiduciary account in which you do not have a vested ownership interest.

“Transaction or transaction” means any deposit, order, transfer, payment, purchase via POS transaction or otherwise, withdrawal or other instruction relating to any account or account service provided by the Credit Union.

All instructions to us in any manner shall be given in English; and any instructions given shall be given using simple numerical methods (e.g., to request one hundred dollars you will use: “\$100” “\$100.00” or the English equivalent: “One Hundred Dollars.”). We are not obligated to follow any other instructions.

3. **Important Conditions that may Affect Access to Services, Credit Union Offices and/or Limitations on Services.**

a. **Compliance with Laws, Illegal Transactions and Account Relationships.** You agree to comply with all laws, rules, and regulations. You also warrant and agree that you will not use any Credit Union accounts or services, including but not limited to loans, to make or facilitate any illegal or inappropriate transaction(s) as determined by applicable law or otherwise prohibited by applicable law, or as we in our discretion may deem inappropriate; and that any such use, including any such authorized use, will constitute a breach of this Agreement. Certain federal and/or state laws or Third-Party Service Providers’ Rules may limit or prohibit certain transactions such as (but not limited to) those coded as possible gambling transactions. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal, improper or unenforceable (regarding your obligation to pay us or otherwise) under applicable law; or which is otherwise limited or prohibited, including but not limited to any transaction involving or relating to any gambling activity. We may also close or terminate accounts or services which we believe violate your obligations under this section. Such prohibitions or limitations may affect some otherwise proper or allowable transactions such as debits, charges or other transactions at or relating to a hotel-casino. You understand and agree such limitations/prohibitions are not within the Credit Union’s control and that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s), or for declining to accept, process, or pay any such transaction.

b. **Restrictions on Accounts.** The Credit Union may limit, refuse, close or terminate any account or service that we deem to constitute a breach of this Agreement. Unless an express exception is made by the Credit Union in its sole discretion, we do not offer services to “Money Service Businesses”, “Internet Gambling Businesses” and “Cannabis Businesses”, or other businesses that we determine violate the limitations in this section. By way of illustration, “Cannabis Businesses” are defined by the Credit Union to be any person or business that (i) engages in the sale, production or storage of any form of cannabis, marijuana or hemp; and/or (ii) is required to be licensed and/or registered with a government entity due to the business engaging in an activity related to any cannabis related industry. The Credit Union may, at its sole discretion, also apply these restrictions on other businesses or individuals directly or indirectly related to a cannabis business.

c. **Limitations on Account and Services for Members who Reside in Non-US Countries or Territories; or in Certain U.S. States.** The Credit Union may limit, refuse, close or terminate any account or service if: (1) we deem it necessary due to legal/regulatory requirements of a foreign country that are not directly applicable to U.S. residents; or (2) we deem it to be in the Credit Union’s best interests to not provide accounts or services due to potential exposures or obligations under non-U.S. laws, rules or regulations. The Credit Union may also limit, refuse, close or terminate any account or service if: (1) we deem it necessary due to legal/regulatory requirements of a state in which we do not maintain a physical presence and/or provide services only to a limited number of persons residing in that state; or (2) we deem it to be in the Credit Union’s best interests to not provide accounts or services due to potential exposures or obligations arising or related to the laws of a state where we do not maintain a physical presence.

d. **Virtual Currency.** We do not accept accounts transacting in any type of virtual currency (crypto currency) services or transactions. Prohibited transactions include but are not limited to: (i) wires (incoming/outgoing); (ii) ACH transactions (incoming/outgoing); (iii) privately owned ATMs dealing specifically with crypto currency; or (iv) credit or debit card transactions.

e. **Monitoring.** We monitor all members and transactions. If prohibited activity, suspicious activity and/or unsatisfactory account handling is detected, we will review the account and take action either by limiting services or closing the account. (Refer to item 25. **Termination or Restriction of Account(s) and Service(s); Standards of Conduct and Behavior**).

f. **Natural Disasters, Pandemics or Significant Health Concerns, and Other Acts of God.**

FORCE MAJEURE: Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental declarations, acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party’s financial inability to perform its obligations hereunder. This clause shall continue to apply for a reasonable period of time after the cause addressed above has subsided sufficient to allow resumption of services.

OFFICIAL HEALTH GUIDANCE: All Credit Union offices reserve the right to follow/implement official health guidance issued by governmental entities and/or health organizations which may include but are not limited to: Closure of Credit Union Offices; Social Distancing; Requiring the use of Personal Protective Equipment (masks, gloves, clear eye coverings or other requirements). These requirements may vary from office to office; and may change from time to time.

FACE MASKS FOR MEDICAL REASONS: For security reasons, all face masks are prohibited unless medically required. If a mask is medically required, members/non-members, contractors, and staff will be asked to temporarily remove it before assistance may be provided and completing a transaction for proper identification. If you feel you cannot remove your mask temporarily for identification in the branch you may use the Credit Union’s drive thru as an alternative. We will also consider

any requests for special appointments where your identity can be verified before entering Credit Union property.

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

4. **Taxpayer Identification Number (TIN) Certification and Identification.** Pursuant to the Account Card used to open your account(s) with us, you provided a certification regarding the accuracy of your taxpayer identification number (usually your Social Security Number), and whether your account is subject to backup withholding under the Internal Revenue Code. You acknowledge and agree that this certification applies to any and all accounts you have with us now or in the future, unless you provide written notification to us that specifically provides otherwise. You agree to comply with all our requirements for identification which we may require, including photographing, video recording and providing fingerprints or other biometrics.

5. **Membership Benefits and Obligations.** Upon approval of your application and the deposit of any required shares, you become a "member-owner" of this Credit Union. As a "member-owner" you are eligible to apply for all Credit Union deposit, loan and other financial services; and you may vote at all annual or special meetings of the membership if you are 16 years of age or older. You have an obligation to the Credit Union and all other member-owners to follow the rules established from time to time for the use of these services, and not to cause the Credit Union any loss. This includes but is not limited to your obligation to repay all debts, loans, credit advances as well as other contractual, equitable and statutory obligations that may be payable by you to us.

6. **Credit Union's Right to Investigate.** It is agreed that it is critical to the Credit Union and its members that the Credit Union have full rights to investigate all transactions, methods, and means of making transactions to protect its members and the Credit Union. Therefore, it is agreed that upon notification of any claim of error, unauthorized transaction(s) or other notification related to or arising from any transaction(s), methods or means of making transactions, the Credit Union shall have full rights of investigation to extend to all persons, means and methods of making transactions. It is expressly agreed that this shall specifically include the right to inspect and scan a member or user's access device(s) including but not limited to computers, tablets and smartphones; and to report the Credit Union's findings of such investigation to all owners and/or users.

7. **Credit Reports, Membership-Account Eligibility, Other Credit Union Services and Social Media.** To verify your eligibility or continued eligibility for membership, any account(s), service(s), or loan product(s); increases or decreases in services and/or credit limits, now and in the future; or as needed to comply with any applicable law, regulation or governmental agency requirements, including but not

limited to escheatment/abandoned property, privacy, or other issues that may affect your rights, or pursuant to any reasonable actions we take to ensure our compliance with such laws, regulations or governmental agency requirements (all of which are deemed permissible purposes by you and us), you authorize us to make inquiry to determine your employment history and to obtain information concerning any accounts with other institutions and your credit history, including consumer credit reports. You agree that this authority applies to any account, account-related service, loan or other financial products you request or which we may offer or make available to you. We may also report information concerning your account(s) and credit to others. You also understand that you may elect from time to time to use Credit Union or other parties' social media tools and sources; that there is no claim of privacy or privilege regarding information shared or discernible from such use or sharing; and the use of such information by us does not violate your privacy or other rights. If you have consented to communicating with us via social media, we may use any social media addresses you may establish from time to time.

Defaults and Your Credit Reports: The Credit Union may report information about your account(s) to third parties such as credit reporting agencies/bureaus. Late payments, missed payments, insufficient funds transactions or other defaults on your loan and share savings/share draft account(s) may be reflected in your credit report.

8. **Privacy and Confidentiality.** Every person on the Credit Union's premises has the expectation and right that their private and confidential information will be protected and remain private and confidential. Thus, the Credit Union prohibits any photography, filming or recording of any type using any device that has or may have the potential to record by any means on any Credit Union premises, including at or near any ATM or other device which may display or allow determination of confidential information without the Credit Union's prior express permission. Violation of this provision shall be grounds for enforcement of all options under paragraph 25 of this Agreement. The Credit Union's general privacy policy is provided later in this Agreement or via a separate disclosure provided at account opening.

Agreed Exception to Privacy Restrictions – Fraud or Financial Exploitation: It is agreed that fraud and financial exploitation are serious matters that can expose both members and the Credit Union to risks and losses. This particularly affects the elderly but can harm anyone. To help combat suspected fraud and financial exploitation it is agreed that the Credit Union may report such suspicions to persons (including but not limited to family members) who we in good faith believe may be able to provide assistance and/or protections. The option to report is completely voluntary and imposes no obligations on the Credit Union.

9. **Deposits to Your Account(s) and Instruments Paid/Cashed.** Funds may be deposited to any account, in any manner that is acceptable to us. Deposits may be made by mail, in person at any of our branches having facilities to accept deposits, or by direct deposit or other electronic funds transfer allowed by us.

If you voluntarily give information about your account (such as our routing number and your account number) to someone and authorize them to draw against your account, we may charge your account and pay any items, including remotely created checks initiated by the person to whom you gave the information. You also agree that we may pay an electronically created item even though the item was not created from an original paper check, whether presented in the form of a remotely created check or an electronic item. You authorize us to continue to honor items or debits from a payee previously authorized by you, until

you instruct us to cease to do so, whether or not the payee is acting within the scope of your initial authorization, subject only to such liability as may be imposed upon us by law. If you want us to stop honoring items from a payee previously authorized by you, you must tell us in writing, by phone, or securely through our Message Center within SRP Online or SRP Mobile. Until you notify us that such items are not authorized, we can continue to pay them and will not be liable to you even though the items are not in accordance with any authorization you may have given.

This does not, however, obligate us to honor remotely created checks or similar items or entries. We may refuse to honor remotely created checks or similar items or entries without cause or prior notice, whether or not we have honored or dishonored similar items or entries previously.

You agree that we are under no obligation to verify whether the name and account number shown on the remotely created checks are accurate. If any information on a remotely created checks is incomplete, inaccurate, or in error, you agree that we may, at our sole discretion, either pay the remotely created checks and charge your account for the item as drawn or refuse to honor the remotely created checks and, without prior notice to you, return the item unpaid. You further agree to indemnify and hold the Credit Union harmless for losses resulting from our honoring or dishonoring any such debit.

a. **Endorsements.** You authorize us, in our discretion, to accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of any one or more owners on the account, whether or not endorsed by all payees. You authorize us to supply missing endorsements of any owners. You agree to endorse all items pursuant to applicable laws and regulations. If any endorsement or any other markings you or any prior endorser has made on the check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by us due to the delay or error.

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

c. **E-Checks.** When you or any person with authority authorize any electronic check ("E-Check"), you agree: (1) that we may pay the item as submitted to us; (2) that you shall be solely responsible for all information transmitted regarding such item(s), including but not limited to the payee(s), the amount(s) of the item(s), and endorsements or the lack thereof; and (3) you agree to indemnify us for all losses we incur in connection with any E-Check you authorize.

d. **Collection of Deposits.** In handling deposits to your account, we act only as your agent for collection and assume no responsibility beyond the exercise of ordinary care. By signing the Account Card or using any accounts or services, you specifically waive your rights to notice of non-payment, dishonor or protest regarding all items presented for collection. We have the right to refuse any order, transfer or deposit, limit the amount that may be offered for deposit and to return all or any part of a deposit. Special instructions for handling an item are effective only if made in writing and accepted by us separately along with the item in question. We will not be liable for any default or negligence of correspondents or for loss in transit, and each

correspondent will only be liable for its own negligence. We are authorized to pursue collection of previously dishonored items (including re-presentment), and in so doing we may permit the payor bank to hold an item beyond the midnight deadline. Items that we present or re-present may be truncated or converted to an electronic or other format. If an item is not paid, you are fully responsible for any loss we may incur in seeking to collect the item for you. If you do not have enough available funds in your account to cover an item (or each additional presentment of an item), we may decline or return the item unpaid, and a fee will be imposed as set forth in the Schedule.

e. **Direct Deposits.** You must notify us 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. You agree that you have an obligation to notify us immediately regarding the death of any person that receives any federal or state retirement, welfare, benefits or other payments via electronic or other deposit. If we are required to reimburse the federal or any state government, agency, or authority for any payment deposited into your account for any reason, you agree that we may deduct the amount returned from any of your accounts, unless prohibited by law, and that you will be obligated to repay to us any such sums on demand.

f. **Direct Deposit or Transfer Authorization/Bankruptcy.** If you file bankruptcy and fail to cancel any instructions in your direct deposit or transfer authorization, then you hereby instruct your employer and us to continue to make and apply deposits, make loan payments in order to avoid delinquency and other transfers in accordance with your authorization, until written notification is received by us to discontinue any payments or transfers.

g. **Multiple Payees.** Unless any check, share draft or other instrument expressly indicates that the item is payable to conjunctive payees, the instrument shall be deemed payable in the alternative. If there is any ambiguity, the instrument shall be deemed payable in the alternative (example: a check payable to "A and B" is a conjunctive instrument. A check payable to "A or B;" "A, B;" "A/B", where "A and B" are listed on separate lines; or otherwise, where not expressly conjunctive are payable in the alternative).

h. **Final Payment.** All items, deposits, ACH (Automated Clearing House) transfers, or other transfers credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we may charge your account for the amount of such items or transfers, or both, and impose any applicable fees as set forth in the Schedule without notice. We have no obligation to provide any separate notice under this provision; and you agree that our indication of any credits or debits hereunder reflected on your periodic statements shall be deemed sufficient notice.

i. **Check from Source Other Than Credit Union Approved Vendor; Use of Wash Preventive Ink.** The Credit Union approves the vendor(s) listed in the Schedule for check printing due to their high standards. Other companies that provide check printing services may not meet the high standards of our approved vendor(s) or may print terms or limitations that we do not agree to on such checks. You understand that checks can be washed unless you use a wash preventive ink. Therefore, you acknowledge and agree that we have no responsibility or liability to you whatsoever resulting, arising or relating from/to: alterations, forgery, non-payment; returns due to no account/insufficient funds or otherwise; limitations we do not specifically agree to in writing; or any other processing/payment error

with regard to any check that is not printed by our approved vendor(s) or your failure to use wash preventive ink in the writing of any check(s).

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

10. **Transactions from Your Account(s).** Generally, you may withdraw and/or transfer funds from your account(s) at any time subject to the limitations set forth in this section and the Funds Availability Disclosure in effect at the time of the deposit. Payments upon your order may be made in coin, bills, or other instruments or via electronic means at our option.

a. **Payment Order of Your Transactions.** To assist you in handling your account(s) with us, we are providing you with the following information regarding how we process the items that you authorize. When processing items drawn on your account, our policy is to pay them as we receive them. We commonly receive items to be processed against your account(s) multiple times per day in what is referred to as presentment files. Each presentment file received commonly contains a large amount of a specific type of item (ACH, check, or ATM/POS). It is common for each of these presentment files to contain multiple items to be processed against your particular account. In this case, when multiple items are received at once, the items will be paid as follows: ACH items in each presentment file post credits first, then debits paid by dollar amount, lowest to highest; checks are paid by dollar amount, lowest to highest; ATM/POS items are paid in the order they are presented. Items performed in person such as withdrawals or checks cashed at one of our branch locations or a shared branch location are generally paid at the time they are performed.

b. **Payment Order of Your Items.** The order in which items are presented may affect the fees assessed to your account. Most transactions are posted when you conduct them.

Transactions which are posted real time or very near real time to when you conduct them:
Transactions conducted at teller counters such as deposits*, withdrawals, and cashing on-us checks
Transactions conducted at shared branching locations*
ATM deposits* and withdrawals
Debit card purchases conducted with a PIN
Authorizations (holds) for debit card purchases conducted using the Visa network**
Transfers conducted using our automated phone system (TYME Line)

Transfers conducted using SRP Online, SRP Mobile, or in some instances Bill Pay

Funds availability rules apply. Funds deposited on a real time basis may not be made available immediately. For example, checks you deposit may be subject to applicable holds. Refer to **The Availability of Funds You Deposit with the Credit Union section located further in this Agreement and shared branching rules for details.*

***The corresponding settlements may lag hours or days based on when the merchants submit them. We post settlement transactions at the time we receive them.*

For Automated Clearing House (ACH) entries and checks which are received in batch files, the Credit Union posts in the following manner:

Transactions which are posted in batch items:
Checks, ACH payments and ACH deposits
ACH debits are posted by amount from low to high. Posting in this manner allows for the most items to be paid and helps to minimize fees assessed on your account(s).
Checks are posted by amount from low to high. Posting in this manner allows for the most items to be paid and helps to minimize fees assessed on your account(s).

Why this is Important to You: The order in which items are paid is important if there is not enough available funds in your account to pay all of the items that are presented. Our payment policy may cause your larger, and perhaps more important items (such as your rent or mortgage payment) to not be paid first but may reduce the amount of overdraft or NSF fees assessed on your account if funds are not available to pay all of the items. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). Applicable fees are set forth in the Schedule. The Credit Union does not have to notify you prior to paying an item, regardless of the availability of funds. We encourage you to keep careful records of all transactions (debits and credits) and practice good account management. This will help you to avoid writing checks or drafts without sufficient available funds and incurring the resulting fees.

IMPORTANT INFORMATION ABOUT FEES: Fees may be assessed with each item paid into overdraft or returned unpaid subject to the following:

- Multiple presentments or "representments": Any item or transaction can be presented for payment multiple times, which is beyond the control of the Credit Union. Each presentment may be assessed a separate NSF fee even though it may be for a repeat presentment. The fee reduces the Available Balance in your account and may put your account into (or further into) overdraft. See the paragraph below titled **Multiple Presentments/Representments** for more information.

- A single Overdraft Protection transfer fee will be assessed when we need to transfer funds from your linked account(s) into your selected checking account, but only if the transfer helped you avoid at least one overdraft or returned item.
- No overdraft fee will be assessed on ATM and everyday (one-time) debit card transactions unless you have opted into debit card overdraft coverage. The merchant informs the Credit Union if a debit card transaction is a one-time or recurring transaction. An overdraft fee can be assessed on recurring debit card transactions and any other item we pay into overdraft.
- There is daily maximum of \$160 in total Overdraft Privilege Fees that may be imposed on your account.

Any applicable overdraft or NSF fees assessed are deducted from your account at the time of presentment.

Multiple Presentments/Representments: In the case of multiple presentments, we handle in the following manner:

Upon representation of an unpaid check (which may be converted into an ACH item), we will perform a review of your transaction history for the preceding 18 calendar days to determine if the unpaid check previously resulted in an NSF fee. If it is determined that the check or converted ACH item was previously assessed an NSF fee, we will then attempt to post the item based upon your Available Balance and no NSF fee will be assessed. If the represented item is not identified within the 18-day time frame, the item will be considered a new presentment (and not a representation) and will be assessed the applicable fees, such as an NSF fee or overdraft fee if your Available Balance does not contain sufficient funds for us to pay the item. The outcome of this can look differently based on the timing of the represented check (which cannot be controlled by us), and your Available Balance:

- You write a check to pay a friend on 9/21/2023 that when submitted results in an NSF fee due to insufficient Available Balance. The Bank of First Deposit can resubmit the item and does so on 9/25/2023. Upon the representation, there are insufficient funds to cover the item, which is subsequently returned without a fee. When the item is presented to us for a third time on 9/30/2023, there are sufficient funds to cover the item and it is settled.
- You write a check to pay a friend on 9/21/2023 that when submitted results in an NSF fee due to insufficient funds. The Bank of First Deposit can resubmit the item and does so on 9/25/2023. Upon the representation, there are insufficient funds to cover the item, which is subsequently returned without a fee. In the event the item is presented to us for a third time on 10/25/2023, it will be considered a new presentment. If there are insufficient funds to cover the item, it will be assessed an NSF fee and returned unpaid.

If an ACH transaction item is represented to us by a merchant in accordance with standard processing guidelines, we will first post all current batch ACH items from low to high; thereafter, we will attempt to post the represented item based on the Available Balance in your account and no NSF fee will be assessed. If you do not have sufficient funds available to pay the item, the item will be returned. We will follow this same process for each subsequent presentment of the same item. If an item is not properly processed by a merchant, which is beyond the

control of the Credit Union, it will be treated as a new presentment and is subject to the applicable fees.

- You agree to pay your power company via ACH. When the power company submits the ACH transaction to us, there are insufficient funds in the account to cover the initial presentment and assesses an NSF fee. The power company will most likely attempt to present the transaction again and when they do, they should properly indicate it is a RETRY PMT. Upon representation, there are sufficient funds available, and the item is settled.
- You agree to pay your internet provider via ACH. When the internet provider submits the ACH transaction to us, there are insufficient funds in the account to cover the initial presentment and assesses an NSF fee. The internet provider will most likely attempt to present the transaction again and when they do, they should properly indicate it is a RETRY PMT. Upon representation, the item is paid via Overdraft Privilege and your account will be subject to the applicable fee based on the Schedule.
- You agree to pay your phone bill via ACH. When the phone company submits the ACH transaction to us, there are insufficient funds in the account to cover the initial presentment and an NSF fee is assessment. The phone company will most likely attempt to present the transaction again and when they do, they should properly indicate it is a RETRY PMT. Upon representation, there are insufficient funds available, and the item is returned without any fee. When the phone company presents the item a third time, there are sufficient funds available, and the item is settled.

Third Parties: You further understand and agree that we have no control over how the third parties (or entities who process transactions for them) you elect to do business with "code" transactions. For instance, these third parties have full control over the amounts of transactions they may enter per your relationship with them; and they may code transactions as recurring or non-recurring which may affect the payment order of transactions and the application of any overdraft services you have with us. You authorize us to accept transactions based upon the coding submitted by third parties; and that we may rely upon such coding in processing all transactions and services for you.

11. Restrictions on Withdrawals/Transactions from All Accounts. In accordance with applicable law, we reserve the right to require you to provide written notice of any intended withdrawals from any account(s) of not less than seven (7), but not more than sixty (60) days before the intended date of withdrawal. If there are sufficient funds to cover some but not all of your withdrawal orders, we may permit those for which there are sufficient funds in any order we choose. We may refuse to allow any transaction, and will advise when required by applicable law if, for example: (1) there is a dispute between account owners; (2) a legal garnishment, attachment or levy is served on us; (3) the account(s) secures any obligation owed to us; (4) any required documentation has not been provided to us; or (5) you are delinquent or fail to pay a loan or any other obligation owed to us when due. If we freeze any account, we will only be obligated to remove the freeze upon receipt of either an agreement signed by all interested person(s), or a legal document which meets our requirements.

In addition to the foregoing, if any person should instruct the Credit Union to make a large cash withdrawal (the definition of which shall

be within the Credit Union's sole discretion) in lieu of other methods of transferring funds offered by the Credit Union, the Member hereby releases the Credit Union from any and all liability, claims and demands whatsoever which arise from or in any way relate to the Member's possession of any large sums of cash from the moment possession of same is made available to the Member; and Member will execute and deliver any further releases the Credit Union may require in connection with any such withdrawal.

Closing Accounts: When either you or the Credit Union close any accounts, certain funds may not be immediately made available to you upon closing. This is due to actions you have taken or your relationships with third parties that may result in certain holds that affect your available funds versus your actual funds. Please read this entire section for a complete explanation of these matters. These holds are generally resolved within a period of 10 (ten) business days. Once all these matters are cleared so that your accounts are no longer responsible for any sums these other parties may claim, then any remaining funds shall become available funds and will be paid to you.

a. **Term Share Certificates.** Any term share certificate, certificate or share certificate accounts offered by the Credit Union are subject to the terms of this Agreement, the Schedule, and any account receipt or certificate, which are incorporated herein by reference.

b. **Checking Accounts.** The Credit Union may refuse any check or other item drawn against your account or used to withdraw funds from your account if it is not on a form approved by us. Providers of check forms we approve are set forth in the Schedule. We also reserve the right to refuse any check or other item drawn against your account or used to withdraw funds from your account if made in a manner not specifically authorized for your account, if made more frequently or in a greater number than specifically permitted for your account, or if made in an amount less than the minimum withdrawal or transfer specifically permitted for your account. If we accept a check or other item not on a form approved by us, you will be responsible for any loss by us in handling the item. We may pay checks or other items drawn upon your account as discussed earlier in this Agreement (refer to item 10. **Transactions from Your Account(s)**), even if paying a particular check or item results in an insufficient balance in your account to pay one or more other items that otherwise could have been paid out of your account.

Because of the nature of the Credit Union check program, neither the Credit Union nor any other processing entities shall be responsible for the authenticity of the checks with regard to the signature or alterations; and checks, when presented, shall be paid without verification. ***We may disregard all information on, or any writing or memorandum attached to any check or item except for your signature, the amount and the information that is magnetically encoded.*** You agree that we do not fail to use ordinary care because our procedures do not provide for sight examination.

You will notify us immediately if you learn or have reason to know that any of your checks have been lost or stolen. If you are negligent in safeguarding your checks or if there is a processing problem due to your use of a check printer we do not approve, we will not have any liability or responsibility for any losses you incur as a result if we act in good faith pursuant to standard commercial practices.

Check Copies: 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. We have no obligation to retain the originals of

any checks or other documentation. If you request us to provide you with an original check or sufficient copy, you agree that we may provide a copy or an electronic image of the original check. The Credit Union may charge you a fee as set forth in the Schedule for each requested item and/or for any necessary research, as applicable.

Check 21: Check processing is getting faster as banks begin to process checks "electronically." We are required by law to provide the notice in the following section ("Substitute Checks and Your Rights"), which explains the differences between your original check (which might not be returned) and a substitute check, and your rights in the event the substitute check causes a loss that would have been avoided if the original check was still available.

Substitute Checks and Your Rights: What is a substitute check? To make check processing faster, federal law permits banks to replace original checks with "substitute checks". These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of the substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use the substitute check as proof of payment just like the original check.

Some or all of the checks that are returned to you from us may be substitute checks. This notice describes your rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks, photocopies of original checks, or to electronic debits to your account. However, you have rights under other laws with respect to those transactions.

What are my rights regarding substitute checks? In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, overdraft fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest, if your account earns interest) within ten (10) business days after we received your claim and the remainder of your refund (plus interest, if your account earns interest) not later than forty-five (45) calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund? If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us by phone or by mail using the contact information listed at the end of this Agreement (see **Important Contact Information**). You must contact us within forty (40) calendar days of the date that we mailed (or otherwise delivered by a

means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include:

1. A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
2. An estimate of the amount of your loss;
3. An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
4. A copy of the substitute check or identifying information such as the check number and the name of the person to whom you wrote the check.

c. **Non-Member Check Cashing.** You agree that we may impose a fee as set forth in the Schedule on the payee or other holder of a check, or other item drawn against your account(s) that is presented for payment over the counter (in person or otherwise) at the Credit Union rather than being deposited in an account at another institution and presented for payment through the check collection system. Alternately, we may, in our discretion, limit the locations at which we will cash checks written on your account payable to non-Credit Union account holders (a request that the Credit Union cash the check at any other location is not a proper presentment of the check by your specific agreement). Payees may deposit the checks that you give them into their own account(s) with us in order to receive payment without a fee.

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

Copies of Documents: We do not typically keep the original paper documents (like deposit slips) associated with your account for a long time. We make copies of most of the documents that end up with us and destroy the paper originals. Electronic images are one type of media that is used, but as technology changes, there are and will be other copying techniques. You agree that such copies will be sufficient for all purposes. See the paragraph titled "Check 21" above. To facilitate check imaging and electronic check collection, it is important that you take care with the transactions you create on paper. When completing a check, you must: (1) write clearly; (2) use black or dark blue ink in the date, pay to, amount, and signature fields; (3) use only the space provided for your part of a transaction. (See the information on Endorsements herein and in your eBanking Services Agreement and Mobile Remote Terms and Conditions.) You agree to reimburse us for any losses and costs we incur as a result of a poor check image caused by a deficiency in the written check, whether due to your failure to follow these guidelines or otherwise. You also agree to reimburse us for any losses and costs we incur as a result of a poor check image caused by a deficiency in the written check that you accepted and deposited as the payee. Certain fees as set forth in the Schedule may also apply.

12. **Temporary Holds and Authorizations for Amounts in Excess of Transactions.** To facilitate certain transactions you make, we may place temporary holds on funds in your accounts. The Credit Union can neither control the parties with whom you do business nor regulate the

processing of transactions through the commercial networks used to facilitate your transactions. Therefore, it is your obligation to ensure that sufficient funds are on deposit at all times to cover the transactions you make—including the amount that may be subject to these holds. Pursuant to the processing networks rules, a merchant (hotel, car rental company, retailer, etc.) may obtain authorization for up to three times the total estimated amount of your actual hotel stay, car rental or other purchase. This is deemed to be an "authorized amount" by you and will not be available via your account until after your bill is settled with such merchant(s). This can result in an insufficient funds balance in your account(s). Even if your bill is satisfied with another form of payment, the merchant/retailer may continue to hold the funds as originally authorized by you for the aforementioned time periods. In order to avoid problems associated with these holds and authorizations, **we recommend you not use your debit card when checking in at hotels or renting cars (which are the primary source of such holds/authorizations).**

International ACH Transactions. You acknowledge that in the event an International ACH Transaction ("IAT") Entry that is transmitted to or from any of your Accounts is identified and designated by the Credit Union's screening criteria for review and examination under the OFAC Rules and Regulations ("OFAC Rules"), then the settlement of such an IAT Entry may be delayed or suspended pending our review of the IAT Entry, and may be terminated under applicable OFAC Rules. You also acknowledge that we may be required to place an indefinite hold on the

Right to Reject, Delay or Suspend: We will not be obligated to honor, in whole or in part, (or may delay or suspend) any transaction or instruction which:

- Is not in accordance with any term or condition applicable to the relevant account;
- We reasonably believe may have been requested or issued without proper authority;
- Involves funds subject to a hold, dispute, restriction or legal process which we believe prevents withdrawal;
- We reasonably believe might violate the laws or regulations of the United States or any State, including without limitation, regulations of the Office of Foreign Asset Control (OFAC);
- Would violate any applicable provision of any risk control program of the FDIC or applicable rule or regulation of any other federal or state regulatory authority;
- Is not in accordance with any other requirement of our applicable policies, procedures or practices; or,
- We reasonably decline to honor for your or our protection.

You agree that any such action allowed above is a permissible or delay under the terms of laws and regulations applicable to the availability of funds held in deposit accounts.

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 in the forgoing provisions of this paragraph is a permissible delay under the terms of laws and regulations applicable to the availability of funds held in deposit accounts. In the event an IAT Entry is delayed or terminated, we will provide Account holder such notice as may be required by the NACHA Rules, OFAC Rules, or other applicable laws and regulations.

13. **Collection Items.** We may accept certain items on a collection basis only. We route and process collection items separately from your other deposits. We normally credit your account for collection items only after we receive payment for them. However, if we do credit your account and then do not receive payment, we may debit your account for the amount of the item. We may also receive items from other financial institutions on a collection only basis. Upon presentment of a collection item, we will follow the presenting institution's instructions and pay the item if funds are available in your account or otherwise pursuant to your agreements with us.

We assess fees for processing collection items (sending and receiving) as set forth in the Schedule. The financial institution on which the collection item is drawn may also charge you fees. If the other financial institution requires payment of a fee before that institution will process the collection item, we may pay the fee and charge your account. Fees may apply even if the collection item is returned unpaid.

14. **Account Rates and Fees.** Fees applicable to all accounts and account services are set forth in the Schedule. We may transfer from any of your account(s) any charges or costs in connection with the operation and maintenance of account(s) as stated in this Agreement or the Schedule. You agree that we may change the Schedule at any time upon proper notice as required by law.

15. **Authorized Signature.** The Credit Union will not be liable for refusing any order or item if we believe in good faith that the signature on any order or item is not genuine. We are authorized to honor any transactions initiated by a third person if you provide your access device or other information to a third person. Also, you agree that if you authorize the use of stamp/facsimile signature, electronic signature, access device or biometric, we shall not be liable for honoring any transaction or instrument that appears to bear your stamp/facsimile or electronic signature, even if made by an unauthorized person. It is your responsibility to ensure that you maintain the security and possession of any stamp or other facsimile signature.

16. **Account Access.**

a. **Authorized User(s).** All withdrawals, transfers and transactions made by any person to whom you have at any time provided authority or the means to access your accounts or other services shall be deemed authorized by you, and the Credit Union will not have any responsibility or liability whatsoever for such withdrawals, transfers or other transactions.

b. **Access to Account Information.** You agree that all owners, borrowers, and authorized users may have access to all of the information you provide to us, or which we gather and maintain regarding our relationships with you; and that they may provide authority to others. This includes, but is not limited to information regarding transactions, account history, your loan relationships with us, and other information relating to or arising with regard to any of your accounts, loans or other services with us. Further, you understand that

we utilize a consolidated statement for your accounts, account services, loans and all other services with us. You understand and agree that we are authorized to send jointly and/or provide to any individual owner or borrower a statement that includes all of the information on the consolidated statement even though all parties receiving the statement may not be owners or borrowers as to all of the accounts or services addressed in the statement. If you provide us with an e-mail address (or multiple), you consent that we may send any communications using that e-mail address; and it shall be solely your responsibility to ensure access is limited to those persons you approve of; and your failure to limit access shall be deemed your consent to any such access.

c. **Sharing Information with Other Persons, Co-Borrowers, Co-Signers/Guarantors, Owners of Collateral Pledged and Others.** You hereby consent and agree that we may share any information regarding your obligations with us or collateral pledged to secure any obligations you owe to the Credit Union with the persons listed in this subsection if we receive a request which we in good faith believe to be related to any such obligations, refinancing, sales, trades, transfers, exchange or transactions. Also, you consent and agree that we may provide pay-off or payment information to persons or entities who seek to make payments on your behalf, including potential "pay-offs". This may include account numbers and information necessary to process payments.

d. **Access to Third Parties.** When you give another party access to your accounts or account information, you understand and agree that we have no liability or obligation for any errors, claims or losses of any type relating to any transactions initiated as a result of your relationship with that third party, including any claims or losses that may arise from any access to your accounts or personal information.

e. **Third Parties.** To expedite the matters herein for your benefit, you agree that we may rely on the representations made to us by a third party, and our duties to you hereunder do not require us to investigate or document a request for such information.

17. **Powers of Attorney.** You agree that regardless of any laws, rules or regulations, we may in our sole discretion refuse to honor or accept a Power of Attorney to open, close, deposit, or make transactions on any account; or to supply endorsements on checks or any other items; or to take any other action with respect to an account, loan or other service. The Credit Union may allow a third party acting as your attorney-in-fact to make transactions regarding your account(s) or conduct other business on your behalf without any liability to you, pursuant to a Power of Attorney, but has no obligation to do so. You agree that we have no obligation to verify the scope, authenticity, and validity of any Power of Attorney presented to us. If we accept the Power of Attorney, the Credit Union has no duty to inquire as to the use or purpose of any transaction(s) by your attorney-in-fact, and may restrict or refuse account access, withdrawals and transactions.

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

Within our discretion, we may not recognize a Power of Attorney given by one owner of a joint account without the consent of the other joint account holder(s).

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

18. NSF Transactions, Overdrafts and Overdraft Protection Plans.

a. **Non-Sufficient Funds Transactions.** A Non-Sufficient Funds (NSF) transaction may result when you make or authorize any transaction that exceeds the balance in any account with us that you access by check, electronically, or otherwise that we pay, or if we impose a fee that exceeds the balance in your account. Unless you have an approved overdraft agreement with us, you agree not to cause any NSF transaction on any of your accounts with us. The Credit Union, in its sole discretion, may pay any NSF transaction via a courtesy overdraft program or otherwise on a case-by-case basis, but has no obligation to do so or to continue to do so. We may impose a fee as set forth in the Schedule for any NSF transaction. You agree to promptly pay us the amount of the NSF transaction as applicable together with the fee pursuant to the Credit Union's policies. The Credit Union has no obligation to notify you before we pay or return any item.

b. **Standard Overdraft Coverage ("Overdraft Privilege").** Our standard overdraft coverage is when, at our discretion, we pay items such as checks or automatic payments (e.g., ACH payments) into a set overdraft limit rather than returning them unpaid. Overdraft Privilege may be automatically granted to checking accountholders thirty (30) days after the account is opened. A fee is assessed on the amount of the negative available balance change after the item is posted. Multiple fees may be assessed as applicable. There is a daily maximum of \$160 in total Overdraft Privilege Fees that may be imposed on an account. Please refer to the Schedule for all overdraft related fees. You can request to remove standard overdraft coverage from your account by using the contact information provided at the end of this Agreement (see **Important Contact Information**). Additional resources are available for Overdraft Privilege information. This includes, but is not limited to, the Overdraft Privilege Disclosure.

Important: If standard overdraft coverage is removed from your account, the following will apply if you do not have enough money in your checking account or in accounts linked for Overdraft Protection to cover a transaction when it is presented to us for payment or authorization:

- We will return your checks and other returnable items, such as ACH payments, and assess a Non-Sufficient Funds (NSF) fee and you could be assessed additional fees by merchants.
- We will not authorize ATM and everyday (one-time) debit card transactions into overdraft. If your account is enrolled in debit card overdraft coverage, the service will also be removed.
- We will not authorize certain transactions (such as cashed checks, recurring debit card transactions, or Bill Pay transactions) into overdraft. However, if these transactions are authorized when your account has enough money but are later presented for payment when your account does not

have enough money, we will pay the transaction into the negative and charge an NSF fee.

You understand that the classification of a debit card transaction (except ATM transactions) as recurring or non-recurring (i.e., one-time) is determined by merchants, other institutions, or other third parties before the transaction is presented to us for authorization or payment. We will treat and process such debit card transactions in the manner they are presented to us, which may result in a one-time debit card transaction presented as recurring preauthorized transactions and vice versa.

Debit Card Overdraft Coverage ("Regulation E"): Debit card overdraft coverage allows the Credit Union to approve (at our discretion) your ATM and everyday (one-time) debit card transaction(s) if you do not have enough money in your checking account or in the accounts linked for Overdraft Protection, if applicable, at the time of the transaction. With this service, ATM and everyday (one-time) debit card transactions may be approved into overdraft at the Credit Union's discretion and an overdraft fee may apply.

If debit card overdraft coverage is not added and there is not enough money in your checking account or accounts linked for Overdraft Protection, your ATM and everyday (one-time) debit card transactions will be declined. There are no fees for declined transactions. If the service is not added and your ATM or everyday (one-time) debit card transaction creates a negative balance during posting, there will not be an overdraft fee.

You can add or remove the service at any time but must also have our standard overdraft coverage. Debit card overdraft coverage is not available for certain accounts such as minor accounts, accounts for government entities, or savings accounts. Debit card overdraft coverage is a discretionary service that may be removed by the Credit Union for a variety of reasons including excessive overdrafts or returned items.

Limitations: Overdraft Privilege is available to individually/jointly owned checking accounts opened at least thirty (30) days or more. Account holders under the age of eighteen (18) are not eligible for Overdraft Privilege. For Overdraft Privilege consideration, your account must be maintained in good standing. Your account is considered to be in good standing if you: (1) make sufficient deposits to bring your account to a positive end-of-day balance within thirty (30) days of becoming overdrawn (including the payment of all credit union fees and charges); (2) avoid excessive overdrafts that may suggest the use of Overdraft Privilege as a continuing line of credit; (3) have no outstanding collection items or past due debts against your account; and (4) have no legal orders, levies or liens against your account. Your Overdraft Privilege limit may be available for each item paid under the limit created by checks and other transactions made using your checking account number; individually authorized and recurring ACH transactions; and select SRP Online and SRP Mobile transactions such as person-to-person (P2P) transfers and online bill payments. If the Credit Union has received your authorization, each ATM transaction or everyday (one-time) debit card transaction that will or would overdraw your account will also be subject to overdraft fees and will be included in the overdraft limit. The Credit Union has no obligation to pay an item under Overdraft Privilege; it is a courtesy service, which we may extend or revoke at our discretion.

You may terminate ("Opt Out") of the service at any time by contacting the Credit Union either in writing, in person, by phone or securely through our Message Center within SRP Online or SRP Mobile.

Overdrawn items may be returned unpaid, and the applicable fee will be assessed as set forth in the Schedule.

Obligation to Repay: You must bring your account to a positive end-of-day balance at least once every thirty (30) calendar days (including the payment of all Credit Union fees and charges) of the overdraft. Failure to do so will result in account termination, our possible exercise of right to offset without prior notice, collection actions and negative credit reporting. Please contact us immediately if you are unable to pay your balance in full within the required timeframe. If we pay an overdraft on an account with more than one (1) owner, each owner is jointly and severally liable for such overdrafts and/or fees. The Credit Union reserves the right to apply any other or later deposits, including direct deposits, to pay your overdrafts or overdraft fees.

c. **Overdraft Protection.** This is an optional service you can add to your checking account by linking up to three (3) eligible accounts to serve as overdraft protection. We will use available funds in your linked account(s) to authorize or pay your transactions if you don't have enough money in your checking account. A single Overdraft Protection Transfer Fee will be assessed each time a transfer/advance is made regardless of the number of transactions covered or whether money is transferred/advanced from multiple accounts. The fee for an overdraft transfer is set forth in the Schedule. Transfers from a deposit account will be governed by this Agreement. Transfers from a loan account will be governed by the applicable loan agreement. We will not assess a fee unless the transfer/advance helped you avoid at least one overdraft or returned item. If you link multiple accounts, you may tell us the order in which you would like the funds transferred/advanced from. If you do not specify an order, we will first transfer funds from your linked savings account.

Linked Account Transfers for Overdraft Coverage ("Overdraft Protection"): If you have been approved for our Overdraft Protection plan, you authorize the Credit Union to transfer funds from the eligible account(s) designated by you ("Transfer Account") to the overdrawn account. Transfers will be performed in accordance with your written transfer instructions, our overdraft procedures, or other agreements you have with the Credit Union. Transfers from a loan account will be governed by the applicable loan agreement. Funds in your Transfer Account(s) will be transferred to your overdrawn account in increments of \$100 to cover the NSF transaction. If the balance in your Transfer Account is \$100 or less, the entire balance in the Transfer Account will be transferred. If the first Transfer Account does not have a sufficient balance to cover the overdraft, the balance in that Transfer Account will be transferred and the remaining amount needed to cover the transaction will be transferred from the next Transfer Account(s) in an order you have designated. You may designate up to three qualified transaction accounts to serve as overdraft protection. You understand that your use of your checking account and transfer accounts is subject to the Credit Union's Membership Agreement and other account service charges may apply.

Linked Line of Credit Transfers for Overdraft Coverage ("Overdraft Protection"): If you have been approved for a Line of Credit, you may request the Credit Union to transfer funds from your line of credit loan to pay overdraft transactions. Unless provided otherwise in your Loan Agreements, there is no transfer fee when the transfer is from an approved Line of Credit. Transfers from your Line of Credit will be made in \$100 increments to cover the NSF transaction. No transfer will be made from your Line of Credit: (1) which would cause your outstanding Line of Credit balance to exceed the approved limit; or (2) any time your

Line of Credit is not current or is otherwise considered to be in default by us. Any transfer from your Line of Credit will constitute an authorized advance under your Line of Credit Agreement loan documents. You understand that all transfer requests from your Line of Credit are subject to prior authorization by us and that the Credit Union may cancel this overdraft protection at any time. You will only have protection under a Line of Credit if you apply and are approved for this loan service. A complete Line of Credit Agreement will be sent upon approval, which will govern and control our loan relationship with you. You further understand and agree that the terms of your Line of Credit Agreement will govern any conflicts between any other agreements between you and the Credit Union.

d. **Terms Applicable to all Overdraft Protection Plans:** If there are insufficient balances in all designated Transfer Accounts and/or Line of Credit as specifically applicable to pay the overdraft, the applicable fee will be assessed as set forth in the Schedule. You agree that the Credit Union may also in its sole discretion utilize any funds in any of your accounts to pay any overdrafts as defined herein or to pay any other debts that you owe as a result of any authorized acts. Funds may be applied from any account in which you have a beneficial interest; and may include funds regardless of the source including but not limited to deposits of funds representing the payment of Social Security, Veterans benefits, or any other funds that may be subject to limitations under federal or state laws. Any application of funds hereunder shall be deemed a voluntary transfer that you have authorized. Further, you agree that any overdraft protection plans you have now or in the future are intended to cover and be utilized for any such matter addressed herein caused by or arising from the actions of any owner or authorized users. ATM and one-time debit card transactions require member authorization using the methods we require in order for the Credit Union to exercise its discretion under this provision to pay these particular transaction types. You may apply for and receive the benefits of a specific agreement for overdraft protection. If approved by us, you agree the terms of any such agreement(s) shall also apply.

19. **Postdated and Stale Dated Drafts.** We may pay any draft without regard to its date unless you notify us in writing of a postdating pursuant to applicable laws and our requirements, together with any fee set forth in the Schedule. We are not responsible if you give us an incorrect or incomplete description, or untimely notice. You agree not to deposit checks, drafts or other items before they are properly payable. **We are not obligated to pay any check or draft drawn on your account, which is presented more than six (6) months past its date; however, we have no obligation or liability to you or any other party to the instrument or in the chain of the collection process if we do so.**

20. **Stop Payment Orders.** If you do not want the Credit Union to pay a specific written instrument such as a personal check, you can ask us to place a Stop Payment Order ("SPO") on the instrument. You can notify us by mail, telephone, electronically, or in person. Your SPO will take effect when we record it on your account. A SPO will not be valid and binding on us unless the SPO includes your account number, the number and date of the written instrument, the name(s) of the payee(s), and the exact amount of the instrument. Only the person placing the SPO may release the SPO. All stop payment requests are subject to payment of a fee as set forth in the Schedule. We may require you to put the request in writing and send it to us within fourteen (14) business days. If we require you to confirm your oral request in writing and you fail to do so, your oral request will terminate fourteen (14) business days after it is made.

If you provide confirmation, your SPO will be effective for six (6) months. Alternatively, the Credit Union in its sole discretion may confirm any SPO in writing by sending a notice to the address shown in our records but has no obligation to do so. You acknowledge and agree that an indefinite SPO may affect future transactions and agree to be fully and solely responsible and liable for any such SPO that you order. For instance, if you use your checks through Check Number 9999, you may re-order checks that start over at the number of the first item you drafted. Thus, you may have written Check Number 101 on which you placed a SPO ten (10) years previously. When you re-order new checks after using them through Number 9999, the series starts over and in the tenth year of your account, the indefinite SPO will also apply to the old check number 101 as well as the new check also numbered 101 that is written this year. It is your obligation to release the SPO or to take steps not to re-use a check number or other transaction data that is the subject of any SPO in order to avoid application of your SPO to all checks that bear the same number as described herein, or other transaction types that may be subject to such SPO.

The Credit Union will not be responsible for any loss as a result of honoring a check: (1) through inadvertence, oversight or accident, we honor any postdated check; (2) if you fail to provide us with complete or accurate information; or (3) fail to meet your obligations as noted in this section or otherwise in this Agreement. We have no obligation to accept any order to stop payment on any certified check, cashier's check, teller's check or other instrument guaranteed by us. You will be responsible to the Credit Union if any claim or demand is made against us as a result of our acting in accordance with your stop payment order.

Official Checks: If you seek to return any official check or like item after it is issued to you or another, then you agree we may treat such items as "lost, stolen or destroyed" under the Uniform Commercial Code and reimbursement may not be made for 91-days from the date issued.

21. **Legal Process and Other Adverse Claims.** Should we receive any legal process or other adverse claim which in the Credit Union's opinion affects your account(s), we may, at our option and without liability: (1) refuse to honor orders to pay or withdraw sums from the account(s); and/or (2) hold the balance in the subject account(s) until the Process or adverse claim is disposed of to the Credit Union's satisfaction; pay the balance over to the source of the Process; and/or comply with any specifically applicable laws in addressing the Process. We may also refuse to allow a withdrawal if there is a dispute between owners about the account or if the account secures any obligations owed to the Credit Union. Any Process or adverse claim is subordinate to our lien and security interest in all funds in your account(s). We may also charge you a fee for such matters as set forth in the Schedule.

22. **Statements.** If the Credit Union provides a periodic statement for your account(s), you will receive a periodic statement from us, or notice of the availability of your statement, describing all activity on your account(s) during the statement period as required by law. If you have a multiple party account, we are only required to provide one periodic statement to any of the account owners identified on the Account Card. If provided electronically, statements will be (1) e-mailed to you as an attachment; or (2) you will be sent a notice via e-mail that will direct you to a site where you may access your statement as otherwise agreed. E-mails from us will be sent to the e-mail address provided by any owner. Statements will be provided to the fiduciary upon any trust, custodial or other fiduciary or representative account; and the requirements of this paragraph will be binding on all parties in interest with regard to such accounts pursuant to such delivery. Contact

us if you do not receive your regular statement. If you do not receive or have any problem accessing a periodic statement, you agree to notify us in writing within fourteen (14) days of the date that the statement is usually sent or made available by us. If you do not notify us, you will be deemed to have received the statement for all purposes.

You agree that we may stop sending electronic statements and send paper statements by mail if for any reason we have reason to believe electronic statements may not be received or accessible to any or all owners of the account.

YOUR DUTY TO EXAMINE AND REPORT PROBLEMS: AS USED IN THIS SECTION, THE TERM "PROBLEM" MEANS ANY ERROR, ALTERATION, COUNTERFEIT CHECK, OR UNAUTHORIZED TRANSACTION (INCLUDING BUT NOT LIMITED TO FORGED OR MISSING SIGNATURES AND EXCLUDING CONSUMER ELECTRONIC BANKING TRANSACTIONS) RELATED TO YOUR ACCOUNT. BECAUSE YOU ARE IN THE BEST POSITION TO DISCOVER ANY PROBLEM, YOU AGREE THAT IT IS YOUR DUTY TO PROMPTLY EXAMINE YOUR STATEMENT AND REPORT TO US ANY PROBLEM ON OR RELATED TO YOUR STATEMENT. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY PROBLEM THAT: (1) YOU DO NOT REPORT TO US IN WRITING WITHIN A REASONABLE TIME NOT TO EXCEED THIRTY (30) CALENDAR DAYS AFTER WE MAIL THE STATEMENT (OR MAKE THE STATEMENT AVAILABLE) TO YOU; (2) RESULTS FROM FORGERY, COUNTERFEIT OR ALTERATION SO CLEVER THAT A REASONABLE PERSON CANNOT DETECT IT (FOR EXAMPLE, UNAUTHORIZED CHECKS MADE WITH YOUR FACSIMILE OR OTHER MECHANICAL SIGNATURE DEVICE OR THAT LOOK TO AN AVERAGE PERSON AS IF THEY CONTAIN AN AUTHORIZED SIGNATURE); OR (3) AS OTHERWISE PROVIDED BY LAW OR REGULATION. YOU AGREE THAT THIS THIRTY (30) DAY PERIOD TO EXAMINE YOUR STATEMENT AND REPORT PROBLEMS TO US ARE WITHOUT REGARD TO OUR LEVEL OF CARE OR THE COMMERCIAL REASONABLENESS OF OUR PRACTICES, AND WITHOUT REGARD TO WHETHER CANCELLED CHECKS ARE SUPPLIED TO YOU.

You agree to waive any rights to recovery you may have against us if you do not provide notice to us in the manner and within the time required by this Agreement. You may not start a legal action against us because of any problem unless: (a) you have given us the above notice and (b) the legal action begins within one year after we send or make your statement available to you. If you make a claim against us in connection with a problem, we reserve the right to conduct a reasonable investigation before re-crediting your account and you agree to fully cooperate in such investigation. Within thirty (30) days of the date of mailing, you agree to complete and return an affidavit of forgery on the form we provide you along with any other information we may request. You further agree to file a police report if requested by us. If you refuse to sign such an affidavit or fail to return the affidavit and other requested documentation within thirty (30) days of the date we mail it to you, you agree that we may consider the matter resolved and reverse any provisional credit provided. At our sole discretion we may but are not obligated to provisionally credit your account during the investigation for all or a portion of the amount claimed. Any provisional credit to your account may be reversed if you fail to fully cooperate in our investigation, or if as a result of our investigation, we determine that the charge to your account was proper. You agree to pay any fees assessed or accrued against your account during the investigation or that may arise upon reversal of any provisional credit.

Notwithstanding the foregoing, the time period for notifying us or making a claim under the Check 21 Act with respect to a substitute check

or an image of a substitute check that is sent with a statement or that appears on a statement, will be as set forth in the Check 21 Act.

23. **Change of Name or Address.** You will promptly notify us of any change of address or your name, including your e-mail or other electronic address by: (1) writing us at the address set forth in this Agreement; or (2) via logging on to online banking (SRP Online), part of the Credit Union's secure website (a portion of the site you may access after entry of your user name and password or PIN) and updating your information; or (3) visiting a branch location. In the absence of such notice, any mail, disclosure or notice to you at any: address, forwarding address provided to us by the U.S. Postal Office, or e-mail address shown by our records or any communication received from you will be deemed properly addressed; and unless otherwise provided by applicable law, constitute effective delivery of any item we may be required to provide regardless of actual receipt by you. If we receive notice that the address you provide to us is no longer correct or has changed without notice to us, and we attempt to determine your new name or address, then the Credit Union may, in its discretion: (1) charge a fee as set forth in the Schedule to determine your current address; and/or (2) discontinue sending any statements, notices or other items to you until verifiable information is provided to correct any deficiency under this provision.

24. **Inactive or Dormant Accounts.** If your account falls below any applicable minimum balance or you have not made any transactions within the period of time specified in the Schedule, we may classify your account(s) as inactive. An account is generally only considered dormant when an applicable State law requires such classification (i.e., dormant or abandoned). Although having no obligation to do so, we reserve the right to not classify a particular account as either inactive or dormant if any owner thereof has other active accounts or services with us. You may be assessed fees as set forth in the Schedule for inactivity, which is generally the failure to transact any business on an account for the period set forth in the Schedule. Unless specifically prohibited by applicable law, we may also charge a service fee set forth in the Schedule for processing your dormant account. Unless prohibited by applicable law, we further reserve the right to transfer your dormant account funds to a general Credit Union account and to suspend any further account statements.

25. **Termination or Restriction of Account(s) and Service(s); Standards of Conduct and Behavior.** The Credit Union is committed to delivering exceptional products and services to members. To that end, our employees are trained to handle interpersonal interactions effectively and to address any service issues with Credit Union members. The Credit Union's policies define the circumstances under which services may be limited for members who engage in "improper or abusive conduct;" and also address other circumstances where services may be terminated or limited. The policy is not intended to restrict the rights and freedoms of any particular group or individual, but to protect Credit Union employees and members by addressing unacceptable conduct. You also understand and expressly agree that the Credit Union is a non-profit organization and that the rights addressed in this section are necessary to protect the Credit Union for the benefit of all members.

You may terminate your membership by giving us notice and complying with the policies and procedures of the Credit Union. Termination will not release you from any fees or obligations you owe us, those incurred in the process of closing your accounts or services, or your liability on outstanding items or transactions. You may terminate a single party account at any time by notifying us in writing. We have the right to require the written consent of all parties to a multiple party account for

termination. You further agree that we can terminate your membership, any account or service, including any rewards program, for cause based on any of the circumstances defined in this Agreement, without notice or further action. We, in our sole discretion, may terminate, limit or restrict, or change the terms of any of your account(s) or service(s), including but not limited to loan services, or place a freeze on any sums on deposit with us at any time without notice, or require you to close your account(s)/service(s) and possibly apply for a new account(s)/service(s) if: (1) there is a request to change the owners or authorized users; (2) there is fraud/forgery or unauthorized use committed or reported; (3) there is a dispute as to ownership of any account or sum on deposit; (4) there are any share drafts that are lost or stolen; (5) there are returned items or transactions not covered by an overdraft plan agreement with us, or any abuse of any such plan per our assessment thereof; (6) there is any misrepresentation regarding any account(s) or service(s); (7) the Credit Union incurs any loss or believes it may incur any loss relating to any loan(s), account(s) or service(s) you have with us; (8) we believe you have been negligent in protecting any access devices or codes; (9) we deem it necessary to protect the Credit Union from any risks or losses, or otherwise deem it to be in the best interests of the Credit Union, our members or our employees; (10) you breach any promise under this Agreement or any other agreements with us including but not limited to any default or other delinquency with regard to any loan or other agreements; (11) if bankruptcy or any other insolvency proceeding is filed by or against you, or if we otherwise deem you to be insolvent or incapable of meeting your obligations to us; (12) you refuse or fail to cooperate as provided in this Agreement; (13) you have an account that does not maintain the required par value for a membership account or any balance as to all other accounts; (14) you violate any Credit Union policy, procedure or standard, or any law, regulation or rule; (15) you participate or facilitate any transactions for another person who is prohibited from making transactions with us pursuant to applicable laws or Credit Union policy/procedure; (16) you are found making unauthorized posting(s) or defacing or removing notices or signs on Credit Union premises and/or social media sites without management authorization; (17) you are found misappropriating Credit Union funds, property, or other material proprietary to the Credit Union; (18) you are found deliberately or repeatedly violating security procedures or safety rules; (19) you are found possessing, using, or being under the influence of illicit drugs on Credit Union premises; (20) you are found engaging in use or possession of weapons of any kind on Credit Union premises except for on-duty law enforcement officers or security officers; (21) any new US or other Country's laws, rules, regulations or other requirements make it impractical or impossible for the Credit Union to meet the requirements of such laws, rules, regulations or other requirements; or (22) you are found to be: using one or more credit or debit cards to obtain cash and purchasing power we do not believe appropriate; using such devices to pay credit card balances with the proceeds of other cards; or using such devices in a manner we determine is primarily intended to abuse a rewards program.

Notice on Actions We may take upon Termination as Set Forth Above:

We, on our own accord, may place a stop payment on any share draft, item or transaction if we are notified or otherwise reasonably believe that any of the foregoing circumstances have occurred. If you do not accept any deposit or part of a deposit that we attempt to return after termination, then such deposit will no longer earn dividends. Club accounts may be terminated if deposits are not made within certain time periods in successive periods. We are not responsible for any draft, withdrawal, item or transaction after your account is terminated.

However, if we pay any item after termination, you agree to reimburse us upon demand.

Joint Accounts or Services: If application of the Credit Union's policies or the above remedies affects any accounts or services with multiple parties, we may require the party to whom the restrictions or termination is applied be: (1) removed; (2) the account be closed and then a new account may be reopened absent the affected party; or (3) the restrictions may be applied to the account or service. The Credit Union has no obligation to provide any specific information regarding the basis for taking action under this section to any other owners or parties.

Residence outside the U.S., Its Possessions or Territories: We may require that all checking accounts and related services be closed or deactivated if you move your residence to a country or place outside the U.S., its possessions or territories. The Credit Union may close your checking account(s) and related services if you do not do so.

Duty to Cooperate: You have a duty to cooperate with us, and any law enforcement or government agent or agency with regard to any claim of fraud, forgery, unauthorized access or any other adverse claim(s).

26. **Death of Account Owner.** We may continue to honor all transactions on your account(s) until we receive actual notice of your death. After receiving actual notice, we may honor all transactions you authorized for a period of ten (10) days, unless we are ordered not to do so by a person claiming an interest in your account(s). We can require any person claiming the funds in your account(s) to indemnify us for any losses we may incur as a result of honoring their order. Upon the death of an individual account holder, all funds on deposit shall be paid according to the express instructions on the Account Card (i.e., Payable on Death Beneficiary). If no express beneficiary(ies) is provided, survives the death of the last owner, or can be located via the information provided to the Credit Union by the owners, then all funds on deposit will be paid to the estate of the account holder. If there is no estate, then the Credit Union may, but has no obligation to, pay the funds to any heir, who will be solely responsible for any further distribution of said funds. The Credit Union may require satisfactory documentation be provided to us regarding any right, claim or fact regarding any matter related or arising from the payment of funds hereunder. The Credit Union will have no further obligation or responsibility and you agree that we shall have no liability to you, your estate or any heir, successor or assignee related to the distribution of such funds pursuant to this Agreement. The payment of any funds is subject to our lien or other security interest, and all debts you owe to the Credit Union will be paid from the funds in your accounts before any payment is made. In the case of the death of a joint account owner, the deposits will be subject to additional provisions of this Agreement. The credit union may require closure of any deceased owned accounts to ensure accurate IRS Reporting and NCUA guidelines.

27.

Statutory and Consensual Liens on Shares. By signing an Account Card or other agreement conveying a pledge or security interest in shares, or your use of any accounts or services, you have given the Credit Union a lien on any and all funds ("shares") in all joint and individual share accounts, together with all dividends, regardless of the source of the shares or any individual owner's contributions. This lien secures any account owner's joint and individual obligations to us now or in the future, whether direct, indirect, contingent, or secondary; and has priority over all other claims. You agree that this lien is created and/or impressed as of the first date that any applicable account is opened with us. This lien secures all debts you owe us, including but not limited to those arising pursuant to any loan agreements, or under this Agreement; or arising from any insufficient funds item, fees, costs, or expenses; or any combination or all of the above. You authorize us to apply shares to any obligations owed to us if you default or fail to pay or satisfy any obligation to us, without any notice to any account owner or other party. The Credit Union's rights are immediate and apply to all accounts.

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

29. **Status Quo – Collateral Preservation.** You specifically agree that all shares on deposit constitute collateral for all obligations owed to the Credit Union. You agree that the Credit Union has the right to preserve this collateral, and may use appropriate administrative procedures (including but not limited to placing a temporary hold or "freeze" on such funds) to safeguard such funds if the Credit Union at any time has reason to believe such collateral may be impaired or at risk due to any default, bankruptcy, or breach of any agreement or promise; or as otherwise provided for by our agreements or applicable law, without notice to any owner. In the case of any bankruptcy proceeding, the Credit Union has a right to preserve such collateral as set forth herein as cash collateral and is not required to surrender or turn over such collateral absent the owner's filing any appropriate motions and the entry of an order either providing for adequate protection of the Credit Union's rights in such collateral, or modifying or terminating the automatic stay as to such collateral.

30. **Telephone Requests; Recording Data/Communications and Consent to Communications from the Credit Union.** You agree that funds in any account(s) with us can be transferred upon the telephone request of any signer on the account to another account with us or to any other financial institution. We shall not be responsible for any loss incurred as a result of our acting upon or executing any request, order or instruction we believe to be genuine. Furthermore, we reserve the right to refuse to execute any telephone request or order. You consent that any communications with us or our affiliates may be monitored and recorded. When you access any services we offer/provide, including online and mobile banking to conduct transactions, the information you

enter may also be recorded. By using any services, you consent to such recording. By providing telephone number(s) to us, now or at any later time, you authorize us and our affiliates and designees to contact you regarding your account(s) with the Credit Union and its affiliates at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or by sending prerecorded messages or text messages, even if charges may be incurred for the calls or text messages.

31. **Information about Your Accounts and About You.** We will only disclose information to third parties about your account(s) or about you as permitted in this Agreement; as permitted by any applicable laws; or when we are attempting to collect an obligation owed to us. **Surrender of Ownership or Other Status:** You understand and agree that voluntary surrender or other legal termination of ownership, rights or other status with regard to any account(s) shall terminate all relationships and contractual terms between the you and the Credit Union. This will include, but is not limited to, the termination of all rights to information and/or documentation of any type after the date of surrender.

32. **Right to Refuse Instructions/Orders.** If you ask us to follow instructions that we believe might expose us to claims, suits, losses, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require a bond or other protections. Under this provision you understand and agree that we may refuse any particular transaction, transaction type or request when we in good faith believe that the transaction or request may: (1) expose the Credit Union to a risk of loss; (2) involve a fraud or scam; (3) be illegal; or (4) otherwise not be in the best interest of the Credit Union.

33. **Miscellaneous/Governing Law.** This Agreement and your and our rights and obligations under this Agreement and any other relationships to which this Agreement applies, are governed and interpreted according to federal law and the law of the state of South Carolina where your account is located. If you are not sure where your account is located, please contact us. Generally, your account is located in the State of the Credit Union's principle office, which is South Carolina. We reserve the right to transfer your account to another location in another state. If state law and federal law are inconsistent, or if state law is preempted by federal law, federal law governs in all respects. Our website and the electronic services that we provide (excluding linked sites) are controlled by the Credit Union from its principal offices noted above. While you may choose to access our website and electronic services from other locations, we make no representation that any information, materials, or functions included in our website or via our electronic service are appropriate or authorized for use in other jurisdictions. Your access from other locations is made on your own initiative; and you are solely responsible for compliance with any applicable local laws and regulations. Section headings in this Agreement are for convenience of reference only. If any law or judicial ruling renders any term or condition of this Agreement unenforceable, the remaining terms and conditions shall remain in full force and effect. We reserve the right to waive enforcement of any of the terms set forth in this Agreement regarding any transaction or series of transactions. Any such waiver will not affect our right to enforce any of our rights with respect to any owner, user or other applicable person/party; or to enforce any of our rights with respect to other Transactions. Any such waiver shall not modify the terms and conditions of this Agreement.

34. **Amendments and Changes.** Changes to any account or account service requested by any member or account owner can only

be made with the express consent of the Credit Union. The Credit Union, in its sole discretion, may: (1) change or modify any term or condition of this Agreement, including the method for determining dividends; (2) we may add new terms, conditions and requirements that we deem necessary or in the Credit Union's best interests; and (3) we may make operational changes. We may make all such amendments or changes as described at any time without notice except as expressly required by applicable law, and any change in the Agreement shall be effective at the earliest time allowed by applicable law. If applicable laws provide no express time period, then notice ten (10) days or more in advance of the effective date of any change shall be deemed sufficient.

35. **Member Organization or Business Accounts.** If the Credit Union determines that any account is used for any business or organizational purpose, such account is deemed to be a "business account" and may be subject to additional fees or other requirements as governed by the Credit Union Business Membership Agreement and Fee Schedule.

36. **Multiple Party Accounts.** Any or all owners can make deposits or withdrawals regardless of contributions. Each owner guarantees the signature of all other owners; and appoints all other owners as agents. We may accept orders, instructions and requests for future services from any account owner, which shall be binding on all owners. Any individual account owner may withdraw funds, stop payment of items/transactions (regardless of who ordered the payment), transfer or pledge to us all or any part of the shares in any account, and block, terminate or discontinue or close any transaction or service without the consent of the other owner(s). We have no obligation to notify the other account owner(s) of any pledge or other actions, orders or instructions by any owner. Each owner is jointly and severally liable for all returned items, overdrafts or any other obligations owed to the Credit Union as a result of any transaction(s) on a multiple party account, regardless of the drawer, user or authorized user who orders or causes said transaction(s).

Rights of Survivorship: Unless your Account Card specifically indicates otherwise, you agree that it is your intention to create a joint tenancy with the right of survivorship (a form of ownership) in any multiple party account and if one or more of the multiple party owners dies, his or her interest in the account passes to the remaining owners; unless subject to our right of set-off or a pledge of the funds in the account(s), in which case all sums in the account(s) will belong to us regardless of contributions, up to the amount of the obligation(s) owed. We may not release any funds to a survivor until all required legal documents are delivered to us.

37. **Payable on Death Designations.** Payable on Death ("POD") accounts are governed by your agreements with the Credit Union and applicable state law. A POD account instructs us that the designated account is payable to the owner(s) during their lifetimes; and upon death of the last account owner, is payable to the beneficiary(ies) designated by your Account Card and pursuant to applicable laws, unless subject to our right of set-off or a pledge of the funds in the account(s) in which case all sums in the account(s) will belong to us up to the amount of the obligation(s) owed. During their lifetime, either owner may change any designated beneficiary by written direction to us. If any beneficiary is not of legal age at the time the account(s) are to be paid to beneficiaries hereunder, then said amounts will be paid to the legal guardian of such beneficiaries or as otherwise allowed by applicable law; and upon such payment you agree that we are released from any and all claims and obligations and shall be indemnified per the

provisions of paragraph 45 below. If all named POD beneficiaries predecease the owner(s), the applicable funds shall be paid to the estate of the last surviving owner. It is further agreed that upon the vesting of any interest in any rights of a POD beneficiary all sums payable shall be subject to any right of set-off between us and the POD beneficiary.

38. Uniform Gifts to Minors Act and/or Uniform Transfer to Minor Act ("UGMA/UTMA"). All grantors, custodians and beneficiaries agree to the terms of this paragraph. If you have signed as a custodian for a beneficiary under an applicable UGMA and/or UTMA, your rights and duties are governed by that Act. However, since the 50-states provide varying ages for distribution to the beneficiary; and the grantor, the custodian and/or the beneficiary may move; and you wish to direct when distribution may be made, you have instructed and agreed that when the beneficiary reaches the age of eighteen (18) in all states, the funds in any UGMA/UTMA may be paid or withdrawn by the beneficiary without notice or further action by us as this is the intent of the party establishing this account.

39. Minors' Accounts. For any account established by or for a minor, we reserve the right to require the minor account to be a multiple party account with an owner who has reached the age of majority under state law who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may require that a minor sign the Account Card if the minor can sign his or her own name but may accept the representative signature of the minor's apparent legal guardian or parent (e.g., "Mary Doe by John Doe, Father"). All parties to such an account acknowledge and agree that the minor's apparent legal guardian may make any and all transactions we allow on behalf of a minor. We may require a minor's signature on the Account Card before a minor can make an individual withdrawal on any account but are not required to do so. As a joint owner, we may make payments of funds directly to the minor without regard to his or her minority. Unless an apparent legal guardian or parent is an account owner, the apparent legal guardian or parent shall not have any right to access the account other than in a custodial capacity. We have no duty to inquire about the use or purpose of any transaction by the minor, parent or apparent legal guardian or any account owner. We will not change the account ownership status when the minor reaches the age of majority unless authorized in writing by all account owners. All owners agree that we will automatically change the minor account status to a general membership when the minor reaches the age of majority. All standard account products and services or the continuation of products and services will be available based on eligibility.

If a required joint owner is removed from the account by death or otherwise, we have the right to suspend all account activity until a new joint owner is placed on the account who is a recognized legal guardian; or pursuant to any cognizable court order.

Youth Account: An introduction to saving for children ages twelve (12) and under. The present plan period ends upon the minor reaching age thirteen (13).

Teen Advantage Plus (TAP): TAP is a program designed exclusively for teenagers ages thirteen (13) through seventeen (17) to teach the basics of personal financial responsibility. TAP accounts provide the fundamental tools for managing personal finances, such as savings and checking. Upon reaching age thirteen (13), all members are eligible for TAP account services. All TAP accounts must be guaranteed by the minor's apparent guardian or parent. The present plan period ends upon the teen reaching the age of eighteen (18).

40. Custodial and Other Fiduciary Accounts. The Credit Union may open other accounts pursuant to a court order or to facilitate your request for a trust, custodial, probate or other acceptable purposes. We make no representations and give no advice concerning any such accounts and may refuse to open any account or refuse to follow any instruction that may expose us to any expense or liability.

Any individual acting as an agent, guardian, personal representative, trustee, custodian, or in some other fiduciary capacity, must be designated to us as such on the Account Card, as well as any other documentation we may require. We are authorized to follow the directions of any such agent/fiduciary until we receive written notice that the relationship is terminated and have had a reasonable time to act upon the notice. Further, you specifically agree that we are not liable for the misapplication of funds by your agent/fiduciary.

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

42. Club Accounts. The Credit Union offers club plan account(s) to help you save for Christmas, vacations or other purposes. At the end of the club account period, you authorize the Credit Union to pay the balance in your account by depositing the balance into any account designated by you. If paid electronically, this payment is deemed a preauthorized transfer. If you withdraw funds during a period, we may require you to withdraw the entire balance and not allow additional deposits until the following club period. Club periods may be changed by the Credit Union from time to time. Since we plan to make a single withdrawal transaction at the end of a club period, we may charge a transaction fee for any additional withdrawal requests as set forth in the Schedule. There is no penalty for any withdrawal during the first seven (7) days after the account is opened. The present plan is November 1 through October 31 each year.

43. Electronic Records. You acknowledge and agree that we may in our discretion store all records electronically; and that we will not retain and have no obligation to retain any original documents for any period of time. This applies to all documentation, including but not limited to checks, transaction records, notes, mortgages, deeds of trust and other loan and/or security documentation. We will routinely destroy all original documentation. We may store records electronically via imaging, scanning, filming or other technology used in the financial services industry for the storage of documentation via internal processes or third-party processors that we approve for these services. You agree that such storage shall be secure, and further agree that such records shall for all purposes be recognized and admissible in evidence.

or otherwise to prove the agreements, rights and obligations of the parties pursuant to any such records.

44. **E-Mail and Facsimile Communications.** You acknowledge and agree that the Internet is considered inherently insecure. Therefore, should you undertake to communicate with us via general e-mail, you agree that we have no liability to you whatsoever for any loss, claim, or damages arising from or in any way related to our response(s) to any e-mail or other electronic communication, which we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any e-mail or other electronic communication and may respond to an e-mail at either the address provided with the communication, the e-mail address in your Account Card, or any other application or written communication actually received by us. Any account owner, co-borrower, or authorized user may change the e-mail address that statements or other important notices and information are sent to from us at any time. The Credit Union may not immediately receive e-mail communications that you send. If you provide us with an e-mail address (or multiple) in your Account Card or other documents, you consent that we may use that e-mail address to communicate with you regarding your accounts, loans, services, or other matters including notices we may otherwise send via regular mail. We reserve the right to require any notices from you be submitted to us in writing, and we may refuse to send certain information through unsecured e-mail communications.

45. **Liability; Disputes and Costs and/or Fees.**

General Limitations on Credit Union Liability: We are not liable to you for any loss caused by an event that is beyond our reasonable control including if circumstances beyond our reasonable control prevent us or delay us in performing our obligations with regard to any transaction, including acting on a payment order, crediting any funds transfer to your Account(s), processing an Item or crediting your Account(s). Circumstances beyond our reasonable control include, but are not limited to: a natural disaster; adverse weather conditions; acts of God; acts of terrorism; emergency conditions including any risk of loss to the Credit Union; a legal constraint or governmental action or inaction; strike or stoppage of labor; power failure; the breakdown or failure of our equipment for any reason; the breakdown of any communication or transmission facilities, any mail or courier service; suspension of payments by another party; or any matter resulting in whole or part from your act, omission, negligence or fault.

If your account is subject to any legal or governmental action ("action"), we may pay out funds from your account according to that action or alternatively place a hold on the funds in the account until the matter is resolved. Unless otherwise prohibited, all such actions are secondary to our security interest and statutory lien rights as set forth herein. You understand and agree that you will be charged a research fee for any time spent by our employees (or any affiliated person or organization) addressing: 1) any legal, regulatory or governmental action initiated by any person and/or private or government organization against you or your accounts or for information concerning you or the accounts; or 2) any claim made by you for any transaction that is determined to be authorized. This fee amount is set forth in the Schedule.

If you or any representative or purported representative submits to us any instructions or requests ("instruction") based on a legal document including but not limited to a Power of Attorney, Court Order,

Appointment, or Trust, you agree we may not honor such instruction until such time as we are satisfied of the legality and/or authenticity of the instruction.

You agree that you are responsible for the actions and/or transaction activity of any third persons you appoint or authorize including but not limited to attorneys in fact; representative payees; and custodians for any and all obligations relating or arising from activity on your accounts; and you agree to indemnify and hold the Credit Union harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of or related to any action or claim by any party with respect to the authority or actions taken by persons you appoint or authorize to transact business on your behalf.

If there is a dispute between any person(s) and/or private or government organization over an account, or we are uncertain who is entitled to access an account or the funds in an account ("disputes"), you agree that we may hold the funds in the account and may not release them until all persons or organizations that may claim an interest agree in a writing that meets our requirements addressing what should be done with the account and/or the funds; or until we receive a court order instructing us what to do. You understand and agree that such a hold is beneficial to both you and to us to ensure that only persons or organizations who are entitled to access the account and/or the funds in the account obtain access thereto. Alternatively, in the event of a dispute or uncertainty over who is entitled to access an account or the funds in an account, at our discretion we may deposit the funds in an account with a court and ask the court to resolve the dispute or uncertainty over who is entitled to the funds. In such instances, we may deduct our attorney fees and court costs from the funds in the account to be deposited with the court.

46. **Third Party Documents.** From time to time, you may present us with certain documents that the Credit Union is not a party to. Examples include but are not limited to trust agreements, business operating agreements, contracts, court orders such as divorce settlement agreements, etc. The Credit Union may require such documents for a purpose, such as proving the existence of an entity or trust as required by applicable laws. However, the Credit Union is not a party to such agreements and mere possession of these documents does not imply or impute knowledge of the contents of such documents to the Credit Union or its employees.

47. **Costs, Expenses and Attorneys' Fees All Accounts/Services.** All owners of account(s) or service(s) with us agree, jointly and severally, to pay us for all costs and expenses, including attorneys' fees we may incur if: (1) it is necessary for us to bring any legal or other action to collect any sum you owe the Credit Union; (2) we incur any costs or expense as a result of any order or instruction received from any owner or any owner's agent under this Agreement, any adverse claim, legal process; your failure to comply with any obligation in this Membership Agreement or otherwise; (3) we incur any expense as a result of any dispute, adverse or inconsistent claims; (4) we bring any action contemplated in this Agreement; (5) we successfully defend any claim against the Credit Union brought by any owner, agent, personal representative, executor, heir or other party in interest brought via any formal or informal process (including but not limited to arbitration or mediation) involving your accounts or services with us; or (6) we deem it necessary to seek the advice or opinion of legal counsel or other professionals regarding the bona fides or legality of any transaction(s) to/from your accounts or involving any services with us, or any request

for information or documentation regarding any of your accounts and/or services with us. If you are responsible to pay us any costs of collection or legal expenses incurred in collecting any amount you owe; in enforcing or protecting our rights under this Agreement or otherwise; or as provided in this subsection, including but not limited to costs of repossession, repair, appraisal, and all other costs or expenses, you agree to pay us the actual amount of such costs and expenses together with reasonable attorneys' fees. In the case of any collection action, you agree that 20% of the unpaid balance or such greater sum as may be appropriate based on the circumstances shall be a reasonable amount, unless applicable law specifically provides otherwise. Further, you agree to pay the Credit Union an additional sum for any costs, legal expenses or attorneys' fees incurred in any appellate, bankruptcy or post-judgment proceedings, except as limited or prohibited by applicable law. Any costs, expenses or fees hereunder will be paid from any of your account(s) with the Credit Union before payment to any owner or other party. If the amounts in your account(s) are not sufficient, then the owner(s) of the affected account(s) or parties to any applicable services will immediately pay any difference.

RESOLVING CLAIMS

ARBITRATION PROVISION

READ THIS ARBITRATION PROVISION CAREFULLY: IT WILL IMPACT HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.

Under the terms of this Arbitration Provision, and except as set forth below, Claims (as defined below) will be resolved by individual (and not class-wide) binding arbitration in accordance with the terms specified herein, if you or we elect it. These provisions shall apply to any claim arising or relating to any Claim existing now or in the future and shall apply to existing and future accounts.

YOUR RIGHT TO OPT OUT; EFFECT OF ARBITRATION.

This Arbitration Provision will apply to you and us and to your account as of the date your account was opened (or, if you are an existing member, as of the date of this Arbitration Provision), unless you opt out by providing proper and timely notice as set forth below. If a Claim is arbitrated, neither you nor we will have the right to: (1) have a court or a jury decide the Claim; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action, private attorney general or other representative action in court or in arbitration; or (4) join or consolidate a Claim with those of any other person.

The terms in this Section shall not limit or constrain our right to self-help remedies, such as the right of set-off or the right to restrain funds in an account, to collect any fees, to interplead

funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies.

This Arbitration Provision will survive the termination of your Membership and Account Agreement. See further details below.

JURY AND CLASS ACTION WAIVER

AS PERMITTED BY LAW, YOU AND WE AGREE AND UNDERSTAND THAT YOU AND WE BOTH GIVE UP THE RIGHT TO TRIAL BY JURY. THIS IS A JURY TRIAL WAIVER.

NO CLASS ACTION OR JOINDER OF PARTIES: YOU AND WE AGREE THAT NO CLASS ACTION, PRIVATE ATTORNEY GENERAL, OR OTHER REPRESENTATIVE CLAIMS MAY BE PURSUED IN ARBITRATION, NOR MAY SUCH ACTION BE PURSUED IN COURT IF EITHER YOU OR WE ELECT ARBITRATION. UNLESS MUTUALLY AGREED TO BY YOU AND US, CLAIMS OF TWO OR MORE PERSONS MAY NOT BE JOINED, CONSOLIDATED, OR OTHERWISE BROUGHT TOGETHER IN THE SAME ARBITRATION (UNLESS THOSE PERSONS ARE JOINT ACCOUNT OWNERS, BORROWERS OR BENEFICIARIES ON YOUR ACCOUNT AND/OR RELATED ACCOUNTS, OR PARTIES TO A SINGLE TRANSACTION, LOAN OR RELATED TRANSACTION). IF THIS SPECIFIC PARAGRAPH IS DETERMINED BY TO BE UNENFORCEABLE, THEN THIS ENTIRE PROVISION SHALL BE NULL AND VOID, BUT ALL OTHER PROVISIONS HEREIN SHALL REMAIN FULLY BINDING.

Definitions

"We," "Us" and "Our." Solely as used in this Arbitration Provision, the words "you" and "yours" mean anyone who signs a Membership Application and Account Card, or similar document. The words "we," "us" and "our" mean the credit union and includes the credit union's employees, officers, directors, volunteers, affiliates, predecessors, acquired entities, successors and assigns.

"Account." For purposes of this Arbitration Provision, the word "account" means any one or more savings, checking or other accounts you have with us and the features and services provided in connection with it or them. The word "savings" means any share or time deposit account you have with us. The word "checking" means any share draft account you have with us. These terms include but are not limited to checking accounts, savings accounts, money market accounts, certificates of deposit, UTMA accounts, and accounts held for trusts. "Account" also refers, collectively and separately, to any services associated with any account. Further, "account" shall

include any loan or lending relationship with us as a borrower, co-borrower, guarantor, owner of collateral or third-party pledgor. A loan or lending relationship shall include any products or services obtained in connection with or arising from the lending relationship.

“Claim.” A “Claim or claim” subject to arbitration is any demand, cause of action, complaint, claim, asserted right, or request for monetary or equitable relief, whether past, present or future, and based upon any legal theory, including contract, tort, consumer protection law, fraud, statute, regulation, ordinance, or common law, which arises out of or relates to your Membership Agreement, your deposit account(s) or loan account(s), the events leading up to your becoming an account holder or borrower (for example, advertisements or promotions), any feature or service provided in connection with your account(s), or any transaction conducted with us related to any of your accounts or services. Notwithstanding the foregoing, the term “Claim” excludes: (a) any dispute or controversy about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof, including the Class Action Waiver below (a court will decide such disputes or controversies); and (b) any individual action brought by either party in small claims court or your state’s equivalent court, unless such action is transferred, removed or appealed to a different court.

Arbitration Procedures

- a. **Agreement to Arbitrate Claims.** Unless you opt out as provided below, you or we may elect to arbitrate any Claim.
- b. **Electing Arbitration.** If you or we elect to arbitrate a Claim, the party electing arbitration must notify the other party in writing (the “Notice”). Your Notice to us shall be sent to: SRP Federal Credit Union, Attn. Compliance, P.O. Box 6730, North Augusta, S.C. 29861-6730 (the “Notice Address”). Our Notice to you shall be sent to the address for you currently in our files. Any arbitration hearing that you attend will take place in a venue in the county where you reside unless you and we agree otherwise. If a party files a lawsuit in court asserting a Claim and the other party elects arbitration, such Notice may be asserted in papers filed in the lawsuit (for example, a motion by the defendant to compel arbitration of Claims asserted by the plaintiff in a lawsuit filed in court). If you or we commence litigation of a Claim, neither you nor we waive our right to elect arbitration with respect to any counterclaim or other Claim that you or we may make. In the event that a court grants a motion to compel arbitration, either party may commence the arbitration proceeding in accordance with the rules and procedures of the arbitration administrator specified in this section.
- c. **Fees and Expenses of Arbitration.** Arbitration fees shall be determined by the rules or procedures of the Arbitration Administrator, unless limited by applicable law. Please check with the Arbitration Administrator to determine the fees applicable to any arbitration you may file. If the applicable law of the state in which you opened your Account limits the amount of fees and expenses to be paid by you, then no allocation of fees and expenses to you shall exceed this limitation. Unless inconsistent with applicable law, each of us shall bear the expense of our own attorney, expert and witness fees, regardless of which of us prevails in the arbitration.
- d. **Arbitration Administrator and Rules.** The party electing arbitration must choose between one of two administrators: (1) the American Arbitration Association (“AAA”), or (2) JAMS. The administrator chosen will apply its rules and/or codes of procedures in effect at the time arbitration is elected. You may obtain a copy of the rules and/or codes, and more information about initiating an arbitration, by: (1) contacting AAA at: 1-800-778-7879 or visiting: www.adr.org, or (2) contacting JAMS at: 1-800-352-5267 or visiting: www.jamsadr.com. The arbitrator is bound by the terms of this Agreement. If neither AAA nor JAMS can serve, the parties may agree on another administrator, or a court may appoint one.
- e. **What Law the Arbitrator Will Apply.** The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, or by state or local laws that relate to arbitration proceedings. However, the arbitrator will apply the same statutes of limitation and privileges that a court would apply if the matter were pending in court. In determining liability or awarding damages or other relief, the arbitrator will follow the applicable substantive law, consistent with the Federal Arbitration Act (FAA), that would apply if the matter had been brought in court.
- f. **The Arbitrator’s Decision and Award; Attorney Fees.** At the timely request of either party, the arbitrator shall provide a brief written explanation of the grounds for the decision. The arbitrator may award any damages or other relief or remedies that would apply under applicable law, as limited in Section (e) above, to an individual action brought in court. In addition, with respect to Claims asserted by you in an individual arbitration, we will pay your reasonable attorney, witness and expert fees and costs if, and to the extent you prevail, or if applicable law requires us to do so.

- g. **Effect of Arbitration Award; Appeal.** The arbitrator's award shall be final and binding on all parties, except for any right of appeal provided by the Federal Arbitration Act.

Federal Arbitration Act. Your Membership Agreement, Other Services Agreements or Disclosures and Loan Agreements evidence transactions in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Provision. If a specific law expressly requires otherwise, then that law will apply in place of any of the foregoing without invalidating any other provisions in this Section.

Conflicts; Severability; Survival. This Arbitration Provision is intended to be broadly interpreted. In the event of a conflict between the provisions of this Arbitration Provision and the AAA or JAMS rules, or any other terms of the Membership Agreement, the provisions of this Arbitration Provision shall control. If any part of this Arbitration Provision is deemed or found to be unenforceable for any reason, the remainder shall be enforceable, except as provided by the Class Action Waiver. This Arbitration Provision shall survive: (1) the closing of your account(s) and the termination of any relationship between us, including the termination of your Membership Agreement, and (2) any bankruptcy to the extent consistent with applicable bankruptcy law.

Jurisdiction and Venue. Any action or proceeding regarding this Section, your account or this Membership Agreement & Disclosures pursuant to the jurisdiction and venue provisions you have agreed to as set forth in Section 33 of this Agreement. You submit to the personal jurisdiction of the State listed. Any action or proceeding will be governed by and interpreted in accordance with the Governing Law Section of this Agreement.

RIGHT TO OPT OUT. You may opt-out of this Arbitration Provision by calling us toll free at: 1-800-237-9829, or by sending us a written notice which includes your name(s), account number(s), and a statement that you (both or all of you, if more than one) do not wish to be governed by the Arbitration Provision in your Account Agreement (the "Opt-Out Notice").

To be effective, your written Opt-Out Notice must be: (1) sent to us by first class mail or certified mail, return receipt requested, at: SRP Federal Credit Union, Attn. Deposit Services, P.O. Box 6730, North Augusta, S.C. 29861-6730, and (2) signed by you (or all of you, if more than one party to any relationship) including the information set forth above. We must receive your telephone call or written notice within forty-five (45) days after either: (i) the date this Arbitration Provision was first delivered or otherwise made available to you, in paper or electronic form, or (ii) the day you open your account, whichever is later. Your decision to opt out will not affect any other provision of your Membership Agreement. If the

Arbitration Provision of your Membership Agreement has already been delivered or otherwise made available to you, amendments to your Membership Agreement will not give you a new right to opt out of this Arbitration Provision, unless we amend a substantive clause of the Arbitration Provision.

ELECTRONIC FUNDS TRANSFER (EFT) AGREEMENT AND DISCLOSURES

This section applies to payment orders and funds transfers governed by the Electronic Fund Transfer Act. When you enroll in online or mobile banking or other services, we will provide you the applicable agreements that govern the use of those services ("Online Services"). You agree that these terms shall apply to these other services except where those other agreements expressly provide other or contrary terms.

If you have any questions regarding electronic banking transactions or believe that an unauthorized transaction has occurred, please contact the Credit Union using the contact information provided at the end of this Agreement (see **Important Contact Information**). Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

1. **Types of Transactions.** The following are types of Electronic Funds Transfers we may offer now or in the future, not all of which may apply to your account.

2. **Electronic Funds Transfers Initiated by Third Parties.** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In all cases, these third-party transfers will require you to provide the third party with your account number and bank information. Thus, you should only provide your Credit Union and account number information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

a. **Direct Deposits.** You can arrange for direct deposits to your checking or savings account(s).

b. **Preauthorized Payments.** You can arrange to pay certain recurring bills from your checking or savings account(s).

c. **Electronic Check Conversion (ECK) Transaction.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.

d. **Electronic Returned Check Charge.** You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds.

3. **Account Access at Automated Teller Machines (ATM).** You may access your account(s) at Credit Union or non-Credit Union ATMs using your ATM card or Visa® Debit card. You may perform the following transactions:

- Obtain balance information
- Make cash withdrawals from accounts
- Transfer funds between select accounts
- Make deposits at designated ATMs that we own using your Visa Debit card
- At non-SRP FCU ATMs you may obtain balance information and make cash withdrawals from checking or savings accounts, depending upon how your account is set up. Additional fees may apply. Refer to item 6. **Fees** further in this section.

Some of these transactions or services may not be available at all ATM terminals. The way your card is set up may also affect what transactions you can perform.

Purchases at Merchants: You may use your Credit Union debit card to make purchases at merchants that accept Visa Debit cards. You may use your Credit Union ATM card and any of your Credit Union debit cards to make purchases by entering your PIN at participating merchants. You may also get cash from a merchant, if the merchant permits. Purchases made with your card will result in debits to your “primary” checking account. These transactions will be itemized on your monthly statement, including the merchant name, location, the date of purchase and the amount of the purchase.

Returns at Merchants: Returns of purchases made with your Credit Union debit card are limited to the daily amounts set forth in the Schedule.

4. **Other Electronic Transactions.** In addition to transactions initiated by using your Credit Union debit card, there are other electronic banking transactions that you may arrange through your account(s). These include:

- Telephone/personal computer activated transfers of funds from your accounts with us to other accounts with us or to third parties. These include but are not limited to transfers made by telephone, online, and mobile banking.
- Automatic transfer of funds between checking and savings accounts.
- Automatic periodic payments to third parties or us from checking or savings accounts (such as monthly mortgage payments, installment loan payments, insurance payments, and utility payments).
- Direct deposit to checking or savings accounts (such as payroll checks and social security payments).
- Electronic check conversions from your checking account using a blank, partial or fully completed personal check at merchant locations.
- Payments made to your account through your Credit Union debit card.

- You can also use any of your Credit Union debit cards to obtain a cash advance from your checking account at any Visa member financial institution anywhere in the world.

5. **Transaction Limitations.**

Limits on Transfers: The terms of your deposit account may restrict the number of withdrawals you may make from your account each month. Restrictions described in this Agreement, the Schedule, and other disclosures and agreements you received at the time your account was opened or when additional products or services were accessed, will also apply to your electronic withdrawals and electronic payments unless specified otherwise.

New Accounts: Generally, you cannot make deposits at a non-Credit Union ATM. If we permit a deposit at an ATM that is not identified as ours with the Credit Union name, your deposit will not be available until the fifth business day after the day of deposit.

Security: For security reasons, there are limitations on the transactions that you may perform with any of your Credit Union debit cards or ATM cards per day. There are limitations on the number of transactions that can be performed per day and the limits may vary. For security reasons we do not disclose these limits. There are limitations on the dollar amount of cash withdrawals at ATMs and/or cash that you receive from merchants over the amount of your purchase. There are also limitations on the total dollar amount of purchases at merchants and/or cash advances at Visa member financial institutions you may perform during each 24-hour period beginning at 4:30 p.m. Central Time. Our standard transaction limits are set forth in the Schedule. We may change these limitations based on periodic risk assessments and we reserve the right to make such changes without notice to you. Transfer limits are also subject to temporary reductions to protect the security of customer accounts or transfer systems.

Debit Card Transactions: When you use your Credit Union Visa Debit card for payment the merchant requests Credit Union to authorize the transaction amount. At the time of the request, we authorize (promise to pay) or decline the merchant’s request. If we authorize, we will reduce your Available Balance by the amount of the merchant’s authorization request. Some merchants (e.g., hotels, restaurants, gas stations, car rental agencies) request an authorization that is an estimated amount of the anticipated purchase instead of the full purchase amount. As a result, the reduction of your Available Balance may be less or greater than the final debit card transaction amount presented for payment. It is important to note that your Available Balance may change between the time a debit card transaction is authorized and when the debit card transaction is presented for payment.

Debit card authorizations will be reflected as pending transactions from the time we receive the authorization until the merchant presents the item for payment, a completion message is received, or three (3) business days, whichever occurs first. If the debit card authorization has not been presented for payment after three (3) business days, it will be removed from your pending transactions and your Available Balance will no longer be reduced by the authorization amount. Due to prior authorization (promise to pay), if the debit card transaction is presented for payment at a later date, we will pay the item regardless of your Available Balance.

If any debit card transaction results in a negative Available Balance at the time it is presented for payment, even if your Available Balance was

positive at the time the debit card transaction was authorized, you may be charged a fee as set forth in the Schedule. For more information on Available Balance please review Sections 2, 10 and 18 of your General Terms and Conditions above in this Agreement. Please know that it is your responsibility to ensure your account has a sufficient Available Balance to cover all transactions you conduct. We recommend keeping a record of your balance and deducting every transaction at the time you initiate it.

6. **Fees.** We may assess fees for electronic funds transfers as set forth in the Schedule. Please refer to the current Schedule for applicable fees. These fees may be changed at any time, subject to our giving you any notice required by law.

ATM Surcharges: When you use an ATM that is not identified as ours with the Credit Union name, you may be charged a fee by the ATM operator or any network used to complete the transfer (and you may be charged a fee for a balance inquiry). You understand and agree that the ATM operator or network may charge multiple fees for multiple transactions (for example, a fee for a balance inquiry and a fee for a withdrawal) during the same ATM session. We have no control over any fees charged by the owner of a non-SRP FCU ATM. We may charge you a fee for using a non-SRP FCU machine as set forth in the Schedule. You acknowledge and agree that we may charge you a fee for a balance inquiry and a fee for a withdrawal conducted during the same ATM session using a non-SRP FCU machine. We may subtract these fees from your Available Balance, even if it makes your Available Balance negative.

7. **Using Your Card for International Transactions.** You may use your Credit Union debit card or ATM card for retail purchases with international merchants, for international cash advances and all transactions performed at international ATMs that bear any of the network logos found on your card. Refer to the Schedule for applicable fees. We may block transactions in certain foreign countries. Contact us at the numbers at the end of this Agreement (see **Important Contact Information**), printed on the back of your access devices or as set forth in the Schedule for more information. Some merchant and ATM transactions, even if you and/or the merchant or ATM are located in the United States, are considered international transactions under the applicable network rules, in which case we will add International Processing Fees to those transactions. You understand and agree that international transactions include Internet transactions (and other transactions) initiated in the United States with a merchant who processes the transaction in a foreign country, and you acknowledge that International Processing Fees may be charged in such situations. The Credit Union does not control how these merchants, ATMs and transactions are classified for this purpose. If the transaction requires a currency conversion, the exchange rate in effect when processed may differ from the rate in effect on the date of the transaction or the date of the posting to your account.

Transactions processed through the Visa® system will be converted according to the applicable rules established by Visa. The foreign currency transaction will be converted to U.S. Dollars by multiplying the amount of the foreign currency times (i) 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 (ii) the government-mandated rate in effect for the applicable central processing date. For transactions processed through other networks, the international currency transaction will be converted by that network in accordance with their rules.

Additional fees may apply. If you need to contact us about your card while outside of the United States, contact us at the numbers listed at the end of this Agreement or printed on the back of your card.

8. **Documentation.**

a. **Terminal Transactions.** You can obtain a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or POS terminal. However, you may not get a receipt if the amount of the transfer is \$15.00 or less.

b. **Preauthorized Credits.** If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same individual or company, you may contact us using the contact information listed at the end of this Agreement (see **Important Contact Information**) to verify whether a deposit has been made. These transactions will be included on your statements from us, which you will receive at least quarterly.

c. **Periodic Statements.** You will receive a statement or notice of the availability of your statement monthly unless there are no transactions or transfers performed in a particular month. In any case, you will receive a statement or notice at least quarterly for an account to or from which you have arranged for electronic access. In the event your account has become inactive as defined in the General Terms and Conditions above and you have had no electronic activity, you will receive an annual statement.

Electronic Statements: The Credit Union has the capability of capturing your periodic statement electronically ("eStatement") and posting it in a secure manner in SRP Online or the SRP Mobile so that you may retrieve it at your convenience. You have the right to have your statement provided on paper or receive it electronically. If you elect to have your statement presented electronically, we may also send, from time to time, other notices and promotional material. The Credit Union will provide you error-resolution information with each periodic statement.

Authorizing eStatements: You must sign up for eStatements through SRP Online at our website: www.srpfcu.org, or via SRP Mobile. We will consider your request for eStatements to be your agreement that the Credit Union will post your statement in a secure location and notify you via e-mail that your statement is ready for viewing. **We will stop sending paper statements on this account unless you choose to cancel eStatements; however, you can always request a paper copy of the statement be created for you.** See the Schedule for applicable fees for mailed statements and statement copies.

Canceling eStatements: To switch from eStatements back to paper statements, please cancel through SRP Online at our website: www.srpfcu.org, via SRP Mobile, or by contacting us (see **Important Contact Information**). Statement delivery preferences can be managed within SRP Online or SRP Mobile using Digital Self Service. Once paperless delivery is turned off, mail delivery will begin the next statement cycle.

9. **Preauthorized Payments.** If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person you are going to pay ten (10) calendar days prior to the payment date of the amount to be deducted. If the date upon which your payment is scheduled to be deducted changes, the person you are going to pay will notify you seven (7) calendar days prior to the new

scheduled date. To confirm the completion of automatic transfers, payments and/or direct deposits, please contact the Credit Union using the contact information provided at the end of this Agreement (see **Important Contact Information**).

Right to Stop Payment of Preauthorized Transfers: To stop a preauthorized electronic payment or transfer, contact us by phone or by mail using the contact information listed at the end of this Agreement (see **Important Contact Information**). You must contact us in time for us to receive your request and to be able to act upon it, which in the case of these electronic payment is at least three (3) business days before the transfer is scheduled to occur. If contact is made verbally, we may require that you put your request in writing and forward it to us within fourteen (14) days of any verbal notification. We are not obligated to honor a stop payment request that does not contain accurate information provided in a timely manner. You understand that it is necessary to provide the correct information related to the transaction, and that failure to do so may result in the payment of the item. All stop payment requests are subject to payment of a fee as set forth in the Schedule.

Liability for Failure to Stop Payment: If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled to occur and we do not do so, we will be liable for your losses or damages.

10. **Liability for Failure to Make a Transaction.** If the Credit Union does not complete a transaction to or from your account on time or in the correct amount according to our agreement with you, the Credit Union may be liable for your actual losses or damages. However, there are some exceptions to this, which include the following:

- You do not have enough money in your account to make the transaction through no fault of ours.
- The transaction goes over the credit limit on your overdraft line.
- The terminal where you were making the transaction does not have enough cash.
- The terminal or other system was not working properly, and you knew about the problem when you started the transaction.
- Circumstances beyond our control (such as fire, flood or electrical failure) prevent the transaction, despite reasonable precautions that we have taken.
- You have not properly followed instructions for operation of the ATM or system.
- The funds in your account are subject to legal process or another similar encumbrance.
- The transaction would exceed one of the established limits contained in this Agreement or by other Credit Union agreements.
- Access to your account has been blocked after you have reported your access device lost or stolen, or you use a damaged or expired access device.
- The Credit Union has a reasonable basis to believe an access device has been compromised; or that other actions/circumstances cause us to believe there is a

possibility of unauthorized activity or other risk involving an access device we have issued.

11. **Authorized Transactions.** We assume that all transactions performed with your Credit Union ATM card or any of your Credit Union debit cards and/or your personal identification number (PIN) are authorized unless you promptly notify us to the contrary. If you intentionally provide another person with the means to perform electronic banking transactions using your account, any resulting transactions will be treated as if they were performed and authorized by you. Such treatment will continue until you verbally notify the Credit Union that the other person is no longer authorized to use your card and/or PIN (in which case the card and PIN and/or account will have to be deactivated). You may also write to us, but your revocation of authority will not be valid until we actually receive it and have an opportunity to act upon it. We will have no obligation until notice is actually received by us.

12. **Unauthorized Transactions and Lost or Stolen Cards/Access Devices.** An unauthorized transaction is one that another person conducts without your permission and from which you receive no benefit. In order to avoid unauthorized transactions, please observe the following basic precautions:

- Do not keep your Credit Union ATM or debit card and personal identification number (PIN) together. Do not write your PIN on your card.
- Do not provide your card or reveal your PIN to another person. If you do so, you authorize that person to conduct transactions using your card or PIN. You are liable for that person's transactions until you notify Credit Union that the person is no longer authorized to use your card or PIN.
- Notify the Credit Union of the loss, theft, or unauthorized use of your card or PIN.
- Notify the Credit Union if you think an electronic banking transaction is incorrectly reported on a receipt or statement.

Failure to promptly notify the Credit Union of the loss, theft, or unauthorized use of your card or PIN will result in inconvenience to you and will hinder the efficient operation of your account. It may also affect your liability for transactions. You must notify the Credit Union by phone, in person, or by mail using the contact information provided at the end of this Agreement (see **Important Contact Information**).

Credit Union Fraud Reporting: Contact the Credit Union using the contact information provided at the end of this Agreement (see **Important Contact Information**) to report fraud or unauthorized activity.

We reserve the right to cancel, block, and not renew your access device for any reason, with or without prior notice. Reasons for suspension of access may include, for example: Detection of suspicious or fraudulent activity; Lack of usage; Misuse; or Access devices returned as undeliverable by postal service.

13. **Consumer Liability for Unauthorized Transactions.** Tell us AT ONCE if you believe any access device or code has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account (plus your maximum overdraft line of credit). You are responsible for all transfers you authorize using an EFT service under this Agreement. If you permit other persons to use an EFT service or your access device, you are responsible for any

transactions they authorize or conduct on any of your accounts. If you tell us within two (2) business days, you can lose no more than \$50 if someone uses your card or PIN without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your card or PIN, and we can establish that we could have stopped someone from using your card or PIN without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can establish that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as extended travel or hospitalization) kept you from telling us, we may extend these time periods. If you believe that your access device or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us using the contact information listed at the end of this Agreement (see **Important Contact Information**). **Special Rule for Debit VISA® Purchases:** For Debit Visa card purchases, you will generally have no liability for unauthorized purchases. However, if we determine that the unauthorized transactions occurred because of your gross negligence or fraud, these special limitations on liability may not apply, up to \$500.

14. **Business Days and Daily “Cut-Off” Limits.** Please refer to the Schedule.

15. **Confidentiality.** As permitted by law, we will disclose information to third parties about your account or the transactions you make: (1) as necessary to complete transactions; (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; (3) in order to comply with government agency or court orders; (4) if you give us your written permission; or (5) according to our privacy pledge, which generally permits us to share information with companies that perform marketing or other services on our behalf. Please refer to the Privacy Policy located at the end of this Agreement for more information regarding our privacy procedures.

16. **Error Resolution Notice.** In case of errors or questions about your electronic transfers, call us at the telephone numbers provided or write us at the address listed at the end of this Agreement as soon as possible (see **Important Contact Information**). You may also securely contact us through our Message Center within SRP Online or SRP Mobile. (For any errors involving a line of credit account, you must review your Loan Agreement and Disclosure and/or Visa Credit Card Agreement for a description of your rights.) We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. You should provide the following information:

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

If you tell us verbally, we may require that you send us your dispute or question in writing within ten (10) business days to the address listed on the contact page contained at the end of this Agreement (see **Important Contact Information**). We will determine whether an error occurred within ten (10) business days after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to

forty-five (45) days to investigate your dispute or question. If we decide to do this, we will credit your account within ten (10) business days of receiving the error notice, for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your dispute or question in writing and we do not receive it within ten (10) business days, we may not provisionally credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your dispute or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Special Rules for Provisional Credit for Visa Debit Card Transactions: If you believe a Visa Debit card transaction was unauthorized, we will recredit your account within five (5) 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 in writing, we need not recredit your account, or we may reverse any credit previously made to your account, until we have received it. We may withhold provisional credit, to the extent allowed under applicable law, if the delay is warranted by the circumstances or your account history.

17. **Notice of ATM/Night Deposit Facility User Precautions.** As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful:

- Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
- Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Do not leave them at the ATM or night deposit facility because they may contain important account information.
- Compare your records with the account statements you receive.
- Do not lend your ATM card to anyone.
- Do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
- Protect the secrecy of your Personal Identification Number (PIN). Protect your card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
- Prevent others from seeing you enter your PIN by using your body to shield their view.

- If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
- Be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lit. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
- Do not accept assistance from anyone you do not know when using an ATM or night deposit facility.
- If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
- Do not display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
- At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.

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

18. **Account Updating Service.** The card payment processing network (e.g., Visa, Mastercard) in which we participate has an account updating service in which your card is automatically enrolled. When your card(s) expire, are lost or stolen and new cards are issued, the service may update your card data such as card numbers and expiration dates to the processing network's database. Participating merchants to whom you have authorized recurring payments may access this database in an attempt to facilitate uninterrupted processing of your recurring charges. Updates are not guaranteed to be made before your next payment is due and not all merchants participate in the service; it is your responsibility to make your payments until recurring payments can be resumed. This service is provided as a free benefit to you. The Credit Union has no responsibility for the accuracy or timeliness of the account updating service or its database. If at any time you wish to opt-out of the account updating service or if you have any questions, please call (803) 278-4851 or toll free at 1(800) 237-9829 to do so.

WIRE TRANSFER AGREEMENT AND DISCLOSURE

1. **Summary and Definitions.** The following rules shall apply to all wire transfer services provided by the Credit Union. This Wire Transfer Agreement supersedes any inconsistent terms contained in any other or prior agreements and any previous Wire Transfer Notice or Request. This Agreement governs the movement of funds by means of

funds transfers defined in Article 4A of the Uniform Commercial Code (UCC), and Subpart B of Regulation J of the Board of Governors of the Federal Reserve System (generally referred to as "Fedwire" or "wholesale" wire transfers). This Agreement does not apply to any transaction or any part of any transaction governed by the Electronic Funds Transfer Act and Regulation E except as expressly provided otherwise in the Electronic Funds Transfer Act and Regulation E. Further, to the extent that this Agreement varies from any provision of Article 4A or Regulation J, this Agreement shall govern except where specifically prohibited by applicable law. This Wire Transfer Agreement is subject to modification, amendment and/or termination upon the lesser of five (5) days written notice to you or such other notice specifically required by applicable law.

2. **Services Available.** You authorize us to transfer funds in accordance with your request(s) to and from your account(s) with us, or to and from another institution or person. Transfers shall be made according to any security procedures we deem appropriate or as specifically agreed upon as provided herein. We may debit any of the accounts you designate as a source of payment for funds transfers and any related fees and service charges. We will have no obligation to accept or execute any payment order if (1) the account(s) from which it is to be made does not contain sufficient available collected funds; (2) the payment order is not authorized or does not comply with applicable security procedures; or (3) acting in good faith we have cause for rejecting the payment order. We may also accept on your behalf payments to your account(s); and such transfers shall be subject to the terms in this section and in this Membership Agreement.

3. **Person(s) Authorized to Make Transfers.** You agree that you, any owner of an account, or any person authorized by a written instrument by you or any other owner that is acceptable to us, may initiate, request, cancel, amend or verify transfers on your account(s). We may rely on the authority of any person(s) designated by you or any joint owner until we receive written notice revoking or modifying that authority.

4. **Security Procedure(s).** When a payment order is issued by an account owner, the Credit Union's security procedure may involve use of identification methods that may include photo identification requirements, signature verification, data/password verification, use of a personal identification number, and/or callback procedure by us. In certain situations, some or all of the above may be required. You agree that the security procedures established hereunder which we elect to utilize in any particular transaction are commercially reasonable and you agree to comply in all respects with such procedures. You may choose not to allow outgoing funds transfers on your accounts by informing us in writing, in person, by phone, or securely through our Message Center within SRP Online or SRP Mobile, and we shall honor each request if given within a sufficient time on a business day to allow us to accommodate the request. If you have chosen not to allow funds transfers on your account, you may reinstate the service via the same methods as for disallowance. You authorize us to record any telephone communications regarding any transfer order, which we may maintain for any period of time we deem appropriate.

5. **Time Limitations for Acceptance of Orders.** We may establish and change cutoff times for the receipt and processing of funds transfer orders, amendments or cancellations. For the services subject to this Agreement, our daily cutoff times are set forth in the Schedule. Any request for a transfer after this time will be processed on the next

business day we are open. Your request for transfer(s), amendment(s) and cancellation(s) is considered accepted when executed by us.

6. **Cancellation or Amendment of Transfer Request(s).** You may not be able to cancel or amend a request after it is received by us. However, we may, in our sole discretion, use reasonable efforts to act on your request for cancellation or amendment. Any request for cancellation or amendment is subject to applicable security procedure(s). We shall have no liability if such cancellation or amendment is not affected. Furthermore, you shall be solely liable for any and all damages arising or related to any amendment or cancellation; and agree to indemnify and hold us harmless from any and all liabilities, costs and expenses we may incur in attempting to cancel or amend any transfer.

7. **Account Owners Instructions Identifying Beneficiary or Financial Institution.** You acknowledge and agree that when you provide us with the name and account number when requesting a transfer, that payment may be made solely on the basis of the account number even if the account number identifies a beneficiary different from the beneficiary named by you. Further, payment instructions identifying a beneficiary's financial institution name, routing and transit number may result in payment solely on the basis of the routing and transit number even if the name of the institution does not correspond to said numbers. You further agree that your obligation to pay the amount of the wire transfer to us is not excused in such circumstances. Likewise, wire transfers received by us for your benefit may be paid by us solely on the basis of account number.

8. **Account Statements and Notices.** All transfers subject to this Agreement will be reflected on your periodic account statement(s). Notification of receipt of all such transfers will be provided by including such item in the periodic account statement(s) we provide to you. You may inquire whether a specific transfer has been received at any time during our normal business hours. You agree to review each statement or other notice for any discrepancies in connection with transfers. If you think a transfer is not authorized, wrong, or if you need more information about a transfer, you must contact us in writing upon discovery of the error or within sixty (60) days after you receive the first notice or statement that reflects the discrepancy you allege, whichever is earlier. Failure to do so will relieve us of any obligation to pay interest or otherwise compensate you for the amount of any unauthorized or erroneous transfer.

9. **Method Used to Make the Wire Transfer.** We may select any means for the transmission of funds we consider suitable, including but not limited to the Credit Union's own internal systems or Fedwire. Any subsequent financial institution may also use Fedwire. Any use of Fedwire shall be governed by applicable Fedwire regulations. The Credit Union is not responsible for performance failure as a result of an interruption in transfer facilities, labor disputes, power failures, equipment malfunctions, suspension of payment by another party, refusal or delay by another financial institution to accept the transfer, war, emergency conditions, fire, earthquake or other circumstances not within our control.

10. **Limitation of Credit Union's Liability.** In addition to any defense or exception from liability provided under applicable law, we shall only be responsible for performing the funds transfer service provided in this Agreement pursuant to the instruction you give (when acceptable to us and under applicable law), and shall be liable only for our failure to act with "ordinary care" or if we act with willful misconduct, which failure or willful conduct is the proximate cause of

such liability. However, our liability in any such case shall be limited to actual damages; and in no matter or case shall we be liable for any special, indirect, exemplary, consequential, or punitive damages (including lost profits). Further, we shall in no case be responsible for the payment of any attorneys' fees or other legal expenses. If we become obligated to pay dividends to you under applicable law, you agree that the dividend rate shall be equal to the dividend rate applicable to the account on which the transfer was made. If you make a request, which instructs us to wire funds to any foreign country, we have no liability arising or relating to length of time necessary to complete such transactions provided we have acted with ordinary care; and without willful misconduct.

11. **Your Liability to the Credit Union.** You shall be liable to us for and shall indemnify and hold us harmless from any and all claims, causes of action, damages, expenses (including reasonable attorney's fees and other legal expenses), liabilities and other losses resulting from acts, omissions, or provision of invalid or inaccurate data by you.

12. **Provisional Payment.** We may, in our sole discretion, give you a credit for automated clearing house (ACH) payments or wire transfers before we receive final settlement of the funds transfer. We reserve the right to reject any such payment or transfer without liability to you. Any such credit is provisional until we receive final settlement. If we do not receive such settlement, we are entitled to a refund from you in the amount provisionally credited.

13. **Fees.** We will charge you fees and you agree to pay for the services in this Wire Transfer Agreement as set forth in the Schedule; and as otherwise set forth herein and in this Membership Agreement.

14. **Termination.** The Credit Union may terminate this Agreement with or without cause by giving thirty (30) days' prior written notice. Notwithstanding the foregoing, we may terminate this Agreement immediately at any time upon telephone notification to you if (i) we reasonably deem the Credit Union insecure; (ii) you have breached this Agreement; or (iii) we become aware of information, which may indicate illegal or improper transactions. In addition, we require thirty (30) days' notice from you to discontinue a "recurring funds transfer" that was previously authorized by you.

THE AVAILABILITY OF FUNDS YOU DEPOSIT WITH THE CREDIT UNION

Please read all provisions carefully in order to fully understand when funds may be available from certain deposits.

Important Note: The amounts stated below are adjusted pursuant to applicable federal laws every five years. The amounts that can adjust are: (1) the amounts that must be made available to you immediately; (2) the amounts we must make available to you immediately if we choose to delay availability for an extra day; and (3) the amounts of large deposits and the amounts subject to the special rules for new accounts.

This Disclosure applies to all "transaction" accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your accounts are covered by these rules.

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

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

1. Determining the Availability of a Deposit – All Accounts. The day funds become available is determined by counting business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit in person before our "cutoff time" on a day that we are open, we will consider that day to be the day of your deposit for the purposes of calculating when your funds will become available. All deposits or transactions received after the cutoff time, via night depository or received on a day that we are closed for business, will be treated as if received on the next business day that we are open, unless differently disclosed.

Cut-off Times: Our cutoff times are set forth in the Schedule.

Deposits sent by mail are considered deposited on the business day it arrives, if it arrives by the cutoff time at the branch of deposit.

2. Immediate Availability for Certain Items. The following types of deposits will usually be available for withdrawal immediately:

- U.S. Treasury checks that are payable to you;
- Electronic direct deposits;
- Wire transfers;
- The first \$225 (or such greater amount as allowed by annual adjustments to Regulation CC) from the aggregate of all other deposits made on any given day.

If you made the deposit in person to one of our employees, funds from the following deposits will usually be available on the same business day of your deposit:

- Cash;
- Checks drawn on us;
- State and local government checks payable to you;
- Local payroll, cashier's, certified, and teller's checks payable to you;

- Federal Reserve Bank checks and Federal Home Loan Bank checks payable to you;
- U.S. Postal Money Orders, and traveler's checks payable to you.

Our general availability policy is to make the first \$225 of your deposits available on the day of your deposit, but in some cases this amount will be more. The remaining funds will usually be available on the second business day after the day of your deposit. For example, if you deposit \$900 in checks on Monday, \$225 of the deposit is available on Monday. The remaining \$675 is available on Wednesday.

3. Deposits at Automated Teller Machines (ATM).

Our ATM Machines: If you make a deposit at an ATM identified as ours with the Credit Union's name, your deposit will generally be available on the second business day after the day of deposit or when funds can be verified subject to our hold policy.

4. Longer Delays May Apply. In some cases, we will not make all of the funds that you deposit available to you as provided above. The first \$225 (or such greater amount as allowed by annual adjustments to Regulation CC) of your deposits will generally be available no later than the first business day after the day of deposit, and usually immediately. 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, or soon after as reasonably practical, and will tell you when the funds will be available. If your deposits are not made directly to one of our employees or if we decide to take this action after you have left the premises, we will mail you the notice by the next business day after we receive the deposit.

If you need funds from a deposit right away, you should ask us when the funds will be available. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of communication or computer equipment.
- You deposit checks totaling more than \$5,525 (or such greater amount as allowed by annual adjustments to Regulation CC) on any one day.

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. The funds will generally be available no later than the seventh business day after the day of your deposit.

5. Special Rules for New Accounts. If you are a new member, the following special rules may apply during the first thirty (30) days your account is open.

Funds from cash and electronic direct deposits to your account will be available on the day we receive the deposit.

Funds from wire transfers, and the first \$5,525 (or such greater amount as allowed by annual adjustments to Regulation CC) of a day's total deposits of U.S. Treasury, cashier's, certified, teller's, traveler's, and

federal, state and local government checks will be available no later than the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you and deposited in person to one of our employees. The excess over \$5,525 will be available by the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 may not be available until the second business day after the day of deposit.

Funds from all other check deposits will generally be available on the ninth business day after the day of your deposit. Longer hold periods may apply in certain situations. If we do so, we will provide you with a hold notice at the time of deposit or when we learn that we will hold the funds from the deposit.

6. **Cashing Checks.** 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 item we cashed would have been available if you had deposited it.

7. **Other Accounts.** 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 day the deposited item would have been available if you had deposited it, which will generally be the first business day after the day of deposit.

8. **Foreign Checks.** Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposit of foreign checks will be delayed for the time it takes us to collect the funds from the financial institution upon which it is drawn. Foreign checks with no routing numbers and payable in foreign currency are not accepted for deposit. These items must be sent as a collection item. Only foreign checks payable through a U.S. financial institution with routing numbers and payable in U.S. dollars will be available subject to the schedule described in this disclosure.

9. **Shared Branching.** With respect to items deposited at shared branch locations (meaning branches of credit unions other than this Credit Union that accept deposits for our members through participation in a shared branch network), funds will be available as stated in this disclosure with the addition of the following exceptions:

- **Your Ability to Withdraw Funds:** Our policy is to delay the availability of funds from non-cash deposits that are accepted at a shared branch location. During the delay, you may not withdraw the funds in cash, and we will not use the funds to pay checks that you have written or other withdrawals you have authorized.
- **Foreign checks** will not be accepted at a shared branch.
- **Shared Branch Transaction Limits:** The shared branch that you are visiting may impose withdrawal limits.
- **All Transactions with the Credit Union** are subject to our policies and procedures – including security, identification, Bank Secrecy Act, and all other applicable laws, rules and regulations.

- **Share Insurance:** Although deposits with this Credit Union are federally insured, not all credit unions served by the teller may be federally insured. You should contact your credit union to determine if your deposits are insured.

TRUTH-IN-SAVINGS ACT DISCLOSURE – SHARE SAVINGS AND SHARE DRAFT (CHECKING) ACCOUNTS

1. **Rate Information.** The dividend rate and Annual Percentage Yield (“APY”) on your accounts are set forth in the Truth-in-Savings Act Rate Sheet (“Rate Sheet”) provided with this Agreement. The dividend rate and APY may change each dividend period as determined by the Credit Union’s Board of Directors.

2. **Compounding and Crediting.** Dividends will be compounded and will be credited as set forth in the Rate Sheet. The Dividend Period (“period”) for each of your accounts is set forth in the Rate Sheet. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period. If your account is closed or you make a withdrawal during a dividend period before dividends are credited, you may not receive uncredited dividends that have accrued.

3. **Balance Information.** Any minimum deposit to open an account, and the minimum average daily balance you must maintain to avoid service fees and to earn the annual percentage yield stated for your account is set forth in the Rate Sheet.

“Daily Balance Method”: Dividends are calculated by daily balance method which applies a daily periodic rate to the principal balance in the account each day.

Accounts with Minimum Balance Requirements: If you fail to maintain the minimum balance required to earn the dividend rate and annual percentage yield for any account as set forth in the Rate Sheet, then you will not earn the dividend rate and annual percentage yield for the period in which you do not meet this requirement.

4. **Accrual of Dividends.** Dividends will begin to accrue on the business day you deposit non-cash items (e.g., checks) to your account. Dividends will begin to accrue on cash deposits on the business day you make the deposit to your account.

Additional Limitations for IRA Savings Accounts: You are solely responsible for complying with any requirements including transaction limitations and penalties for early withdrawal under the Internal Revenue Code or other applicable Federal or State law governing any IRA or other Credit Union accounts. Deposits are not limited. Transfers to a Credit Union IRA Certificate are allowed subject to applicable law; and the minimum balance requirements and other restrictions applicable to the Certificate Account. If contributions are made by payroll deduction, automatic transfer or electronic transfer, they will be applied to current year contributions only. In order for us to accommodate prior year contribution in the current year, we must have a signed contribution form.

TERM SHARE CERTIFICATE ACCOUNTS – SHARE CERTIFICATE AND IRA CERTIFICATE ACCOUNTS

1. **Rate Information.** The dividend rate and annual percentage yield on your account are stated in the Rate Sheet and/or your Term Share Certificate. The annual percentage yield reflects the dividends to be paid on your account based on the dividend rate and the frequency of compounding for an annual period. For Fixed Rate Share Certificate and Fixed Rate IRA Certificate Accounts the dividend rate and annual percentage yield are fixed and will be in effect for the term of the account. For Variable Rate Share Certificate and Variable Rate IRA Certificate Accounts the dividend rate and annual percentage yield are variable and may change each dividend period based on the determination of the Credit Union's board of directors. The annual percentage yield assumes that dividends will remain on deposit until maturity. Any withdrawals will reduce your earnings. See paragraph 9 of this section regarding changes in terms and changes upon maturity.

2. **Compounding and Crediting.** Dividends will be compounded and credited as set forth in the Rate Sheet. The Dividend Period ("period") for each account is set forth in the Rate Sheet. The period begins on the first calendar day of the period and ends on the last calendar day of the period.

3. **Minimum Balance Requirements.** The minimum opening deposit required to open any Term Share Certificate Account is set forth in the Rate Sheet. You must maintain an average daily balance equal to or greater than the minimum opening deposit to earn the annual percentage yield and avoid any service charges set forth in the Schedule.

4. **Balance Computation Information.**

"Daily Balance Method": Dividends are calculated by the daily balance method which applies a daily periodic rate to the principal balance in the account each day.

5. **Accrual of Dividends.** Dividends will begin to accrue on the business day you make a deposit to your account. Once dividends are credited to a certificate account, it becomes principal.

6. **Transaction Limitations.** In addition to any other applicable limitations described in this Agreement, after a Term Account is opened you may not make deposits into the account before maturity. You may not make withdrawals of dividends from your Share Certificate account before maturity unless you arrange for dividend payments at account opening, if allowed by the Credit Union. Withdrawals from your IRA are permitted at age 59 ½ without penalty.

7. **Maturity Date.** Your account will mature on the date stated in your Certificate or any Renewal Notice the Credit Union provides to you.

8. **Early Withdrawal Penalties – All Certificate Accounts.** You agree to leave the principal of this account on deposit for the full term stated in your Certificate. If all or part of the principal is withdrawn before the maturity date, the Credit Union may charge you a penalty. Withdrawal of the principal amount of your Certificate may be made only with the consent of the Credit Union. Unless stated otherwise, the penalty assessed for early withdrawal is based on the length of the term: 90 days or three months of interest if the certificate term is less than one year; 180 days or six months of interest if the certificate term is between 12 and 47 months; one year of interest if the certificate term is 48 months or more. The penalty may be calculated at the rate paid on

the deposit at the time of the withdrawal. The penalty will, if necessary, be taken from the principal amount of the deposit. The Credit Union may grant a premature withdrawal request without penalty or with a reduced penalty in the event of the owner's death or legal incompetence; or if your account is an IRA account and the account is revoked within seven (7) days after the IRA Disclosure Statement is received; or when the account is an IRA account and the owner qualifies pursuant to applicable law.

9. **Renewal Policy.** Unless you instruct the Credit Union otherwise, your certificate account will automatically renew at maturity. You have a grace period of ten (10) days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty. However, the Credit Union reserves the right to give the owner written notice that the account will not be renewed. In the latter case, upon maturity the account will be converted to a regular share account and receive earnings at the rate then paid on regular share deposits. The rate of earnings for any renewal terms shall be at the rate the Credit Union is then offering on the same accounts in this class. If you instruct us not to renew your account, then no dividends will be paid after the stated maturity date. Upon renewal the rate then applicable to the term will be paid.

Deceased Member Accounts: If a member single owner or all owners of a multiple party account die prior to the renewal date, the certificate will not be renewed and will be transferred to the members' savings account; or if no such account matching the ownership is open, then to a general ledger account pending estate resolution of the account.

10. **Partial Withdrawal.** No partial withdrawal will be permitted at any time that would result in a principal balance of less than the required minimum opening deposit.

11. **IRA/Share Certificate Options.** The owner of a Certificate Account may upgrade their account to a higher dividend rate, provided a higher dividend rate is offered by the Credit Union. This option must be requested by a member on a form provided by us.

12. **Special Share Certificate Promotions.** Occasionally the Credit Union will offer Special Share/IRA Certificates. Due to the special rates of these certificates the following restrictions will apply: (1) the certificates will not automatically renew and will cease earning dividends once they reach maturity; (2) you must provide us with your instructions regarding withdrawal or transfer of the balance. Other restrictions may apply and will be provided with the certificate.

COMMON FEATURES OF ALL ACCOUNTS

1. **Nature of Dividends.** The Credit Union pays dividends from current income and available earnings, after required transfers to reserves at the end of the dividend period, thus dividends are not guaranteed. The Dividend Rate and Annual Percentage Yield set forth in the Rate Sheet are prospective rates and yields the Credit Union anticipates paying for the applicable dividend period.

2. **National Credit Union Share Insurance Fund.** Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund.

3. **Limitations on Maximum Shares Held by One Member.** The Credit Union's Board of Directors may limit the maximum number of

shares one member may hold by resolution, which they may set or change from time to time.

4. **Transfer and Assignment.** OWNERSHIP OF AN ACCOUNT IS NOT TRANSFERABLE WITHOUT THE WRITTEN CONSENT OF THE CREDIT UNION. The Credit Union may, before giving its consent, use any of the funds in this Account to repay any debt due from any named Account owner. Your Accounts may be pledged to secure your existing or future obligations owed to this Credit Union.

5. **Fees and Charges.** The fees and charges set forth in the Schedule may be assessed against your account(s).

6. **Par Value Requirements.** The Par Value of a membership share, which must be fully paid to become a member or maintain membership, or to receive and maintain any accounts or services with

us, is set forth in the Rate Sheet. The sum of your membership share shall be paid into and retained in your share savings or other appropriate account. The par value can only be withdrawn upon an express request from you but is otherwise available for payment of your obligations to us and others.

7. **Transaction Limitation on All Accounts.** No member may withdraw any amount on deposit below the amount of their primary or contingent liability to the Credit Union if they are delinquent as borrower, co-maker, or guarantor, without the Credit Union's written permission. Further, if your account(s) are pledged to us to secure any loan obligation, then you must pay, or, with our permission, renew the loan before any principal or dividends may be withdrawn or transferred. If we allow you to renew a loan secured by such a pledge, you may be required to renew any pledged account or leave the funds on deposit with us until the loan is paid or we specifically release the funds.

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Rev 06/2017

FACTS

WHAT DOES SRP FEDERAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

Why?

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

What?

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

- Social Security number and income
- Account balances and payment history
- Transaction history and credit history

When you are *no longer* our member, we continue to share your information as described in this notice.

How?

All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons SRP Federal Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does SRP Federal 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	No
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?

Call 800.237.9829 or go to www.srpfcu.org

**Who we are****Who is providing this notice?**

SRP Federal Credit Union and SRP Insurance Services, LLC.

What we do**How does SRP Federal 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.

How does SRP Federal Credit Union collect my personal information?

We collect your personal information, for example, when you

- Open an account or deposit money
- Pay your bills or apply for a loan
- Use your credit or debit card

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- Sharing for affiliates' everyday business purposes—information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

What happens when I limit sharing for an account I hold jointly with someone else?

Your choices will apply to everyone on your account.

Definitions**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include financial companies, such as SRP Insurance Services, LLC.*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *SRP Federal Credit Union does not share with nonaffiliates so they can market to you.*

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include insurance, investment, and financial services companies.*

Modification. The Credit Union reserves the right to modify, change or amend this Privacy Policy and Agreement at any time without notice other than as expressly required by applicable law.

What Members Can Do to Help. Protect your account numbers, card numbers, PINs (personal identification numbers), and passwords. In particular, never keep your PIN with your debit card or credit card, as that makes you vulnerable in the event you lose your card or your card is stolen. Use caution in revealing account numbers, social security numbers, etc. to other persons. If a caller tells you he/she is calling you on behalf of the credit union and asks for your account number, you should beware. Legitimate credit union staff would already have access to that information. It's important that the credit union has current information about how to reach you. If we detect potentially fraudulent use of your account, we will attempt to contact you immediately. If your address, e-mail address or phone number changes, please let us know.

IMPORTANT CONTACT INFORMATION

Physical Address:

SRP Federal Credit Union
Administrative Campus
1070 Edgefield Road
North Augusta, South Carolina 29860

Mailing Address:

SRP Federal Credit Union
PO Box 6730
North Augusta, South Carolina 29861-6730

Local Telephone Number(s):

(803) 278-4851 (North Augusta, Aiken, Augusta)
(803) 259-2781 (Barnwell)
(803) 637-6620 (Edgefield)

Toll Free:

1(800) 237-9829

Contact Center Hours:

Monday & Tuesday 8:30 am to 5:30 pm
Wednesday 8:30 am to 12:00 pm
Thursday & Friday 8:30 am to 6:00 pm

Website:

www.srpfcu.org

TYME Line

Local Number(s):

(803) 278-5590
(803) 648-9340

Toll Free:

1(800) 554-TYME

SRP Online, SRP Mobile or TYME Line Inquiries

Local Number:

(803) 278-4851

Toll Free:

1(800) 237-9829

FaceTime:

srpphonecenter@icloud.com

Skype:

srpphonecenter
srpphonecenter2

Inquiries, questions or reporting lost or stolen cards, PINs, etc., telephone or write us at:

SRP Federal Credit Union
PO Box 6730
North Augusta, South Carolina 29861-6730

(803) 278-4851 or Toll Free 1(800) 237-9829.

After business hours call the appropriate toll-free number listed below:

1(866) 559-4717 to report a lost or stolen Visa Debit card.

1(800) 449-7728 to report a lost or stolen Visa credit card.

Direct All Other Reports, Requests and Inquiries to:

SRP Federal Credit Union
PO Box 6730
North Augusta, South Carolina 29861-6730

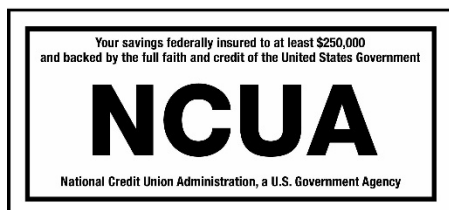


EXHIBIT B

to

**Declaration of Douglass Morris in
Support of Motion to Compel
Arbitration, or in the Alternative Motion
to Dismiss Plaintiffs' Amended
Consolidated Complaint Under Rules
12(b)(1) or 12(b)(6)**

Case No. 1:24-cv-07476-CMC

Case No. 1:24-cv-07519-CMC

Case No. 1:24-cv-07537-CMC

Case No. 1:24-cv-07671-CMC

Case No. 1:24-cv-07695-CMC

Case No. 1:25-cv-00210-CMC

Case No. 1:25-cv-00312-CMC

June 2021 Change in Terms



A TRUE COPY
ATTEST: ROBIN L. BLUME, CLERK

BY: *Amelia D. Hilley*

DEPUTY CLERK

IMPORTANT INFORMATION REGARDING YOUR ACCOUNTS

SRP Federal Credit Union has recently made updates to your Membership Agreement and associated account disclosures. A summary of these changes is provided below. Please review these changes carefully. These updated terms will become effective August 1, 2021:

MEMBERSHIP, ACCOUNT & ACCOUNT SERVICES AGREEMENT	Clarification on our required use of Biometrics/Fingerprints.
	Added language to clarify our handling of returned debits due to insufficient funds from a merchant representment of the same transaction, and how this may cause multiple NSF fees.
	Language added to address important conditions that may affect your access to certain Credit Union services, such as natural disasters and pandemics.
	Added language to clarify our handling of electronically created items, including remotely created checks.
	Removed references to Regulation D limitations for monthly account transfers that no longer apply. <i>Other withdrawal/transfer limitations and fees still apply.</i>
	Language added to address your surrender of ownership or other status.
RESOLVING CLAIMS	Update to the Resolving Claims section, including your right to opt out of the Arbitration provision* .
ELECTRONIC FUNDS TRANSFER (EFT) AGREEMENT & DISCLOSURES	Clarifying language added to address ATM Surcharges and International Transactions.
TERM SHARE CERTIFICATE ACCOUNTS	Clarifying language regarding the Credit Union's handling of Term Share Certificate Accounts for Deceased Members.

Please visit our website at www.srpfcu.org to obtain an electronic version of the Membership Agreement. If you would like a paper copy, please stop by any branch or contact us at (800) 237-9829.

***The new Arbitration provision will become effective on August 1, 2021. You will have until September 15, 2021 to exercise your right to opt out of this provision. If you do not opt out of this provision, the continued use of your Credit Union account and services will act as your consent to this proposed Arbitration Agreement. Please visit www.srpfcu.org/MembershipAgreement for additional information.**

EXHIBIT C

to

**Declaration of Douglass Morris in
Support of Motion to Compel
Arbitration, or in the Alternative Motion
to Dismiss Plaintiffs' Amended
Consolidated Complaint Under Rules
12(b)(1) or 12(b)(6)**

Case No. 1:24-cv-07476-CMC

Case No. 1:24-cv-07519-CMC

Case No. 1:24-cv-07537-CMC

Case No. 1:24-cv-07671-CMC

Case No. 1:24-cv-07695-CMC

Case No. 1:25-cv-00210-CMC

Case No. 1:25-cv-00312-CMC

August 1, 2021
Membership Agreement



A TRUE COPY
ATTEST: ROBIN L. BLUME, CLERK

BY: *Amelia D. Hilley*

DEPUTY CLERK



MEMBERSHIP AGREEMENT

Effective August 1, 2021

CONTENTS OF THIS AGREEMENT	PAGE
INTRODUCTION	2
MEMBERSHIP, ACCOUNT & ACCOUNT SERVICES AGREEMENT	2
RESOLVING CLAIMS	20
ELECTRONIC FUNDS TRANSFER (EFT) AGREEMENT & DISCLOSURES	22
WIRE TRANSFER AGREEMENT & DISCLOSURES	27
THE AVAILABILITY OF FUNDS YOU DEPOSIT WITH THE CREDIT UNION	28
TRUTH-IN-SAVINGS ACT DISCLOSURE	30
TERM SHARE CERTIFICATE ACCOUNTS	31
COMMON FEATURES OF ALL ACCOUNTS	31
PRIVACY POLICY	34
IMPORTANT CONTACT INFORMATION	37
RATE SHEET & FEE SCHEDULE <i>These items are provided separately and contain important terms concerning rates, fees, limitations, networks, etc. Be sure to review and keep the Rate Sheet and Fee Schedule as permanent records. These will be updated from time to time as needed.</i>	Separate Items

THIS AGREEMENT IS SUBJECT TO ARBITRATION UNDER THE STATE LAWS AS STATED IN THE SECTION, HEREIN, TITLED "RESOLVING CLAIMS" AND THE FEDERAL ARBITRATION ACT §9 USC 1 ET SEQ. BEGINNING ON PAGE 20. THIS SECTION EXPLAINS ANY OPT-OUT RIGHTS YOU MAY HAVE AND STEPS TO EXERCISE SUCH RIGHTS.

Special Notice: The laws and regulations governing the financial services we provide are complex. To ensure your understanding of our relationship with you, we provide this detailed Membership Agreement ("Agreement") which explains both your responsibilities and ours.

Cellular Phone Contact Policy: By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications—including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system—from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider.

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

This Agreement governs all services whether opened now or in the future, and we may modify, change, or amend the terms of this Agreement, Rate Sheet, Fee Schedule, and Privacy Policy at any time. Any change shall be effective immediately unless otherwise specifically required by applicable law.

INTRODUCTION

This Agreement, the Rate Sheet, and Fee Schedule ("Schedule") explain the rules which govern your account(s) and account services with us. Please read this Agreement carefully and keep it and all related documents in a safe and convenient place.

Special Note: Your relationship with the Credit Union is also governed by state and federal laws, which may change from time to time. The body of law is too large and complex to be reproduced here. **The purpose of this Agreement is to: (1) summarize the rules applicable to common transactions; (2) establish rules to govern transactions not regulated by state or federal law; (3) establish variations that will apply to certain rules, events or transactions as permitted by applicable law; and (4) provide you with certain disclosures and information regarding our policies as required by law. By signing a Membership Application and Account Card or your use or continued use of any account or account services after receiving this Agreement, notice of its availability or notification of any change in terms, you, jointly and severally, agree that you understand and agree to the terms and conditions stated in this Agreement, the Schedule and the Rate Sheet as amended from time to time.**

UNDER PENALTIES OF PERJURY, I/We certify (1) that the number provided is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (a) I am exempt from back-up withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding and (3) I am a U.S. person (including a U.S. resident alien), and (4) I am exempt from FATCA reporting. If you are not a U.S. person, you must complete a W-8 BEN. **The Internal Revenue Service does not require your consent to any provision of this application other than the certifications required to avoid backup withholding.**

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

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

MEMBERSHIP, ACCOUNT AND ACCOUNT SERVICES AGREEMENT — GENERAL TERMS AND CONDITIONS

1. Terms, Conditions and Limitations of Your Relationship with the Credit Union. The following terms govern our relationship with you. All Credit Union services are further governed by the terms and conditions set forth in any future agreements and/or disclosures together with the Credit Union's Bylaws, policies and procedures, which are herein collectively referred to as "Agreement." To the extent there is any conflict between the terms of this Agreement and any of these items or any other documents, the terms of this Agreement shall govern. This Agreement governs all services whether opened now or in the future. This Agreement may be amended or revised by us at any time, and any change in the Agreement shall be immediately effective unless otherwise specifically required by applicable law. This Agreement is binding upon the account owner and all parties hereto together with their heirs, successors, assigns and any other person claiming any right or interest under or through said parties. Otherwise, to the extent there is any conflict between the terms of this Agreement and any of these items or any other documents, the terms of this Agreement shall govern. You agree at all times that you will comply with all Applicable Laws. "Applicable Laws" shall include: "(i) Visa U.S.A. Inc. Bylaws, Visa U.S.A. Inc. Operating Regulations, Visa U.S.A. Inc. Certificate of Incorporation, Visa International Bylaws, and Visa International Operating Regulations; (ii) NACHA's (The National Automated Clearing House Association) Operating Rules; (iii) the Operating Regulations of any network through whom you initiate or process any transaction(s); and (iv) any and all laws, treaties, rules, regulations, or regulatory guidance of the government of the United States, as the same may be amended and in effect from time to time; and you agree that such Applicable Law shall govern despite any other general or specific terms or conditions set forth in the entirety of this Agreement. The Credit Union is not in any way limited in the use of the name of any person or entity that claims trademark, copyright or other such status regarding a name in the ordinary course of Credit Union business, in providing any services we may offer; or in using such name in any other manner authorized by our agreements or applicable laws.

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

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

2. General Definitions/Requirements/Biometrics. In this Agreement, the words "**you**" or "**your(s)**" mean everyone who signs any Account Card or is authorized to make transactions regarding your account(s) as provided herein or by governing law, including any account service(s).

"Credit Union," "We," "us," or "our" means the Credit Union providing this Agreement to you.

"Access Device" means any card, electronic access device and/or any codes, passwords or personal identification numbers (PIN) that we issue to allow you to access and/or use any account or other services. With regard to online or internet transactions, an access device shall also

include any computer, smartphone or other hardware used to make or process a transaction.

Use of Biometrics/Fingerprints: The Credit Union or various apps you may choose to use may provide access to your accounts and services through the use of fingerprints or other biometrics. You agree to the use of such biometrics and will cooperate with the Credit Union in implementing any requirements that we or the third party may require associated with this technology. Biometric technologies may be used for authentication. A biometric identifier measures an individual's unique physical characteristics and compares it to a stored digital template for authentication. A physical characteristic can be a thumbprint, fingerprint, facial recognition or iris pattern. A biometric identifier can be used as a single or multifactor process. We may require the use of biometrics and/or fingerprinting with regard to any service we offer; and any refusal to cooperate with such use shall allow us to refuse to make any transaction, including but not limited to cashing any on-us item presented by any holder.

Important Notice on Biometrics: When you enable biometric access, every person with an enrolled fingerprint on your accounts, services or device used to access your accounts and services will have access to your accounts and services, and may access your accounts, view your information, conduct transactions on your behalf, and has your authority to engage in these activities. Enrolled biometrics expand the number of persons who have access to your account regardless of the signers listed on your account agreement. THE CREDIT UNION ADVISES YOU TO REVIEW AND CONFIRM THAT ALL REGISTERED BIOMETRICS BELONG TO INDIVIDUALS WITH AUTHORITY AS DESCRIBED ABOVE. BY ACTIVATING ACCESS/SERVICES REQUESTED BY YOU THE CREDIT UNION RELIES ON YOUR REPRESENTATION THAT ANYONE WITH A REGISTERED BIOMETRIC HAS PROPER AUTHORITY TO ACCESS AND USE YOUR ACCOUNTS AND ASSOCIATED ACCOUNT INFORMATION.

"Authorized User" and "Authorized Use" means any person who has actual, implied or apparent authority, or to whom any owner has at any time given any information, access device, or documentation that enables such a person to access, withdraw, make transactions to or from your accounts, or to use any of your account services. If you have a joint owner on an account who has any access to the joint account, online or otherwise, you understand that this owner or authorized user may access all accounts and services associated with the account and all other accounts having the same account prefix (i.e. account number and all suffixes associated with said account number). If you authorize anyone to use your access device(s), that authority shall continue until you specifically revoke such authority by notifying the Credit Union in writing or as required by applicable laws. If we or any of our agents contact you regarding any transaction(s) and you verify the transaction(s), you agree that we may rely on your verification, and that any such transaction(s) shall be deemed authorized by you. If you fail to maintain the security of these access codes and the Credit Union suffers a loss or otherwise makes a determination that the Credit Union is at risk for potential loss, we may terminate any or all of your account services immediately. This definition is intended to be construed broadly and includes without limitation all users acting under a written document such as a Power of Attorney as well as any person or entity that is authorized to make deposits or debits to or from your accounts with us. An authorized signer may stop payment on an item they have drawn or otherwise ordered but may not close any account(s) or terminate any services without the owner's specific written consent.

Account Balances: As explained further in this Agreement, there are many circumstances that will affect your access to the funds in your accounts. Many of these transactions are beyond the Credit Union's control as they are requirements of the payment networks that your transactions are processed through, via the merchants with whom you choose to do business. Also, we may place holds on various deposits as explained further in this Agreement (refer to the section of this document titled **The Availability of Funds You Deposit with the Credit Union**; and item 12. **Temporary Holds and Authorizations for Amounts in Excess of Transactions** of this section), and elsewhere. Thus, your account records may show two different balances. In order to manage and understand how transactions are processed, including when fees such as overdraft fees may apply, you understand and agree to the following: **"Current Balance"** (sometimes also referred to as "Current", "Total Balance", "Actual Balance", "Ledger Balance", "New Bal") is the total amount of money in your account. The Current Balance does not take into account outstanding transactions authorized by the accountholder and may not always depict an accurate display of what you may spend without overdrawing your account. **"Available Balance"** (sometimes also referred to as "Available") is the total amount of funds in your account less holds placed on deposit and less holds on debit card authorizations not yet presented for payment. While an Available Balance shows as immediately available for use, it may not always depict an accurate display of what you may spend without overdrawing your account. For example: You have a Current Balance of \$75 and an Available Balance of \$75. You then swipe your debit card at the grocery store and an authorization for your purchase is given for \$25. The \$25 transaction is now on hold. Since we are obligated to pay the merchant, even if your checking account is negative at the time the transaction is presented to us by the merchant, we will reduce your Available Balance by the amount of the authorization which is \$25. Your Current Balance would still be \$75 because this transaction has not yet posted, but your Available Balance would be \$50 because you have authorized a \$25 payment to the grocer. When the merchant submits the request for payment, your Current Balance will be reduced by the amount of the posted transaction and both your Current and Available Balance will be \$50, provided additional charges have not been made. If you exceed the Available Balance (even though the actual balance may be greater), you may overdraw your account since transactions are posted against the Available Balance. Exceeding your Available Balance may result in any of the following: A Non-Sufficient Funds (NSF) transaction and an assessment of the associated fees; access to a set Overdraft Privilege limit and an assessment of the associated fees; a Returned Item and an assessment of the associated fees; and/or Overdraft Protection transfer and an assessment of the associated fees. Please refer to the Schedule for specific fee amounts. To obtain your Available Balance, you may check your account online at SRP Online, on your access device using SRP Mobile, by calling TYME Line, or by visiting any SRP FCU ATM or branch location. It is important to understand the order in which your transactions are posted to your account(s) as explained further in this section of the Agreement (refer to item 10. **Transactions from Your Account(s)**) to avoid making transactions that exceed your Available Balance. **Important Note:** The Available Balance does not reflect every transaction you have initiated, or we previously authorized. For example, your Available Balance may not include the following:

- Outstanding checks and authorized withdrawals (such as recurring debit card transactions and ACH transactions that we have not received for payment);
- The final amount of a debit card purchase. For example, we may authorize a purchase amount prior to a tip that you add;

- Debit card transactions that have been previously authorized but not sent to us for final payment. We must release the transaction authorization hold after three (3) business days (or up to thirty (30) business days for certain types of debit or ATM card transactions, including car rental, cash, and international transactions) even though the transaction may be sent for payment from your account, which we must honor, at a later date. This can result in what is commonly referred to as “Authorize Positive, Settle Negative”, which can result in an overdraft if other transactions draw your account negative before final payment. Since we do not know all transactions you may enter into, we have to rely upon you to manage your account in order to avoid an overdraft.

We use your Available Balance to determine when your account is overdrawn prior to assessing Non-Sufficient Funds (NSF) fees or overdraft program fees, if you are opted into the Overdraft Privilege program. The following is an example: Your Current Balance and Available Balance are both \$100. You use your debit card for a \$70 purchase; the merchant requests an authorization and a hold is placed on the \$70. Your Available Balance is now \$30. Your Current Balance still shows as \$100. Before the merchant sends the transaction to us for payment, a \$35 check you wrote clears your checking account. Because you only have \$30 available when the check is presented, your account will be overdrawn by \$5 even though your Current Balance shows \$100. In this case we may pay the \$35 check, but you will be assessed an Overdraft Privilege fee based on the negative available balance change, even though your Current Balance exceeds the amount of the transaction. The fee will be deducted from your account, further reducing your Available Balance. When the merchant requests payment for the \$70 debit card transaction, your Available Balance no longer has sufficient funds to cover it. This will result in another fee for the \$70 transaction even though your Available Balance was sufficient at the time the authorization for the transaction was approved.

YOU MAY STILL OVERDRAW YOUR ACCOUNT EVEN THOUGH THE AVAILABLE BALANCE APPEARS TO SHOW THERE ARE SUFFICIENT FUNDS TO COVER A TRANSACTION YOU WANT TO MAKE. Your Available Balance does not reflect your outstanding checks, automatic bill payments, or any other outstanding transactions that have not been paid from your account. These items will not be reflected in your Available Balance until presented to us and paid from your account. Holds on deposits may not be reflected, as described in our funds availability disclosure (refer to the section of this Agreement titled **The Availability of Funds You Deposit with the Credit Union**).

In addition, your Available Balance may not reflect all of your pending debit card or ATM card transactions. For example, if a merchant obtains an authorization but does not submit the debit card transaction for payment within three (3) business days after the authorization is given, we may increase your Available Balance by the amount of that authorization. This means your Available Balance will no longer reflect the pending transaction until the transaction has been received by us and posted to your account. Although clearing times for debit card transactions range from 0-5 days, merchants choose the system by which they process their transactions and how frequently they do so (often a decision based on the lowest cost to them). The Credit Union has no control over how and when transactions are presented to us to be paid.

Even though we may increase your Available Balance when a merchant does not submit the transaction for payment within three (3) business days, the obligation to the merchant still applies. The time period for authorizations may be different for certain types of merchants.

NOTE: Holds placed on your account for pending debit card/electronic transactions, including gasoline, hotels, car rentals, etc., may reduce your Available Balance for an amount that may vary from the actual purchase amount, which may or may not be presented for payment. These same holds also reduce the available funds for subsequent purchases. Failing to account for outstanding items may cause your account to become overdrawn and fees assessed.

The Credit Union may return debits (ACH payments as well as other transactions) submitted for payment against your checking account(s) if the amount of the debit exceeds the funds available in the applicable checking account. Each time we return a debit for insufficient funds, we will assess an NSF fee in the amount shown on our current Fee Schedule for each returned debit item. The entity that submitted the debit may submit another debit to the Credit Union even if we have already returned the prior debit for insufficient funds in the checking account. If the resubmitted debit again exceeds the funds available in the checking account, the Credit Union again will return the debit, resulting in an additional NSF fee. Thus, you may be charged multiple NSF fees in connection with a single debit that has been returned for insufficient funds multiple times. The reason for this is that when you authorize a merchant to process a payment from your account that merchant may present the transaction multiple times and in various ways when payment is declined for insufficient funds or otherwise. There is no way the Credit Union can identify such actions by the merchant you authorized.

“Check” means an acceptable written “instrument” on your account(s) and includes the term “share draft.”

“Instrument” means a written order as defined by Articles 3 and 4 of the Uniform Commercial Code pursuant to the laws of the State set forth in this Agreement.

“Member” means the person(s) who have established their membership with us as set forth in this Agreement and applicable law. Each person must deposit and maintain the par value of the required shares to be a member. An owners’ rights with regard to the par value deposit necessary to maintain membership may be restricted as set forth in this Agreement or otherwise.

“Owner” means the person(s) who have a present ownership interest in the sums on deposit in the multiple party (joint) accounts with the Credit Union, subject to the Credit Union’s lien rights or any security interest. A person is not an owner unless specifically designated as such in a completed and signed Membership Application and Account Card.

For the purpose of your pledge to secure your obligations to the Credit Union, our common law right of set off, and otherwise, **“share(s)”** means all deposits in any share savings, share draft/checking, club, share certificate, P.O.D., revocable trust or custodial account(s), whether jointly or individually held — regardless of contributions, that you have on deposit now or in the future, all of which are deemed “general deposits,” for the purpose of your pledge. Your pledge does not include any I.R.A., Keogh, tax escrow, irrevocable trust or fiduciary account in which you do not have a vested ownership interest.

“Transaction or transaction” means any deposit, order, transfer, payment, purchase via POS transaction or otherwise, withdrawal or other instruction relating to any account or account service provided by the Credit Union.

All instructions to us in any manner shall be given in English; and any instructions given shall be given using simple numerical methods (e.g. to request one hundred dollars you will use: “\$100” “\$100.00” or the English equivalent: “One Hundred Dollars.”). We are not obligated to follow any other instructions.

3. **Important Conditions that may Affect Access to Services, Credit Union Offices and/or Limitations on Services.**

a. **Compliance with Laws, Illegal Transactions and Account Relationships.** You agree to comply with all laws, rules, and regulations. You also warrant and agree that you will not use any Credit Union accounts or services, including but not limited to loans, to make or facilitate any illegal or inappropriate transaction(s) as determined by applicable law or otherwise prohibited by applicable law, or as we in our discretion may deem inappropriate; and that any such use, including any such authorized use, will constitute a breach of this Agreement. Certain federal and/or state laws or Third-Party Service Providers’ Rules may limit or prohibit certain transactions such as (but not limited to) those coded as possible gambling transactions. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal, improper or unenforceable (regarding your obligation to pay us or otherwise) under applicable law; or which is otherwise limited or prohibited, including but not limited to any transaction involving or relating to any gambling activity. We may also close or terminate accounts or services which we believe violate your obligations under this section. Such prohibitions or limitations may affect some otherwise proper or allowable transactions such as debits, charges or other transactions at or relating to a hotel-casino. You understand and agree such limitations/prohibitions are not within the Credit Union’s control and that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s), or for declining to accept, process, or pay any such transaction.

b. **Restrictions on Accounts.** The Credit Union may limit, refuse, close or terminate any account or service that we deem to constitute a breach of this Agreement. Unless an express exception is made by the Credit Union in its sole discretion, we do not offer services to “Money Service Businesses”, “Internet Gambling Businesses” and “Cannabis Businesses”, or other businesses that we determine violate the limitations in this section. By way of illustration, “Cannabis Businesses” are defined by the Credit Union to be any person or business that (i) engages in the sale, production or storage of any form of cannabis, marijuana or hemp; and/or (ii) is required to be licensed and/or registered with a government entity due to the business engaging in an activity related to any cannabis related industry. The Credit Union may, at its sole discretion, also apply these restrictions on other businesses or individuals directly or indirectly related to a cannabis business.

c. **Limitations on Account and Services for Members who Reside in Non-US Countries or Territories; or in Certain U.S. States.** The Credit Union may limit, refuse, close or terminate any account or service if: (1) we deem it necessary due to legal/regulatory requirements of a foreign country that are not directly applicable to U.S. residents; or (2) we deem it to be in the Credit Union’s best interests to not provide accounts or services due to potential exposures or obligations under non-U.S. laws, rules or regulations. The Credit Union may also limit, refuse, close or terminate any account or service if: (1) we deem it

necessary due to legal/regulatory requirements of a state in which we do not maintain a physical presence and/or provide services only to a limited number of persons residing in that state; or (2) we deem it to be in the Credit Union’s best interests to not provide accounts or services due to potential exposures or obligations arising or related to the laws of a state where we do not maintain a physical presence.

d. **Virtual Currency.** We do not accept accounts transacting in any type of virtual currency (crypto currency) services or transactions. Prohibited transactions include but are not limited to: (i) wires (incoming/outgoing); (ii) ACH transactions (incoming/outgoing); (iii) privately owned ATMs dealing specifically with crypto currency; or (iv) credit or debit card transactions.

e. **Monitoring.** We monitor all members and transactions. If prohibited activity, suspicious activity and/or unsatisfactory account handling is detected, we will review the account and take action either by limiting services or closing the account. (Refer to item 25. **Termination or Restriction of Account(s) and Service(s); Standards of Conduct and Behavior**).

f. **Natural Disasters, Pandemics or Significant Health Concerns, and Other Acts of God.**

FORCE MAJEURE: Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental declarations, acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party’s financial inability to perform its obligations hereunder. This clause shall continue to apply for a reasonable period of time after the cause addressed above has subsided sufficient to allow resumption of services.

OFFICIAL HEALTH GUIDANCE: All Credit Union offices reserve the right to follow/implement official health guidance issued by governmental entities and/or health organizations which may include but are not limited to: Closure of Credit Union Offices; Social Distancing; Requiring the use of Personal Protective Equipment (masks, gloves, clear eye coverings or other requirements). These requirements may vary from office to office; and may change from time to time.

FACE MASKS FOR MEDICAL REASONS: For security reasons, all face masks are prohibited unless medically required. If a mask is medically required, members/non-members, contractors, and staff will be asked to temporarily remove it before assistance may be provided and completing a transaction for proper identification. If you feel you cannot remove your mask temporarily for identification in the branch you may use the Credit Union’s drive thru as an alternative. We will also consider any requests for special appointments where your identity can be verified before entering Credit Union property.

4. **Taxpayer Identification Number (TIN) Certification and Identification.** Pursuant to the Account Card used to open your account(s) with us, you provided a certification regarding the accuracy of your taxpayer identification number (usually your Social Security Number), and whether your account is subject to backup withholding under the Internal Revenue Code. You acknowledge and agree that this

certification applies to any and all accounts you have with us now or in the future, unless you provide written notification to us that specifically provides otherwise. You agree to comply with all our requirements for identification which we may require, including photographing, video recording and providing fingerprints or other biometrics.

5. **Membership Benefits and Obligations.** Upon approval of your application and the deposit of any required shares, you become a "member-owner" of this Credit Union. As a "member-owner" you are eligible to apply for all Credit Union deposit, loan and other financial services; and you may vote at all annual or special meetings of the membership if you are 16 years of age or older. You have an obligation to the Credit Union and all other member-owners to follow the rules established from time to time for the use of these services, and not to cause the Credit Union any loss. This includes but is not limited to your obligation to repay all debts, loans, credit advances as well as other contractual, equitable and statutory obligations that may be payable by you to us.

6. **Credit Union's Right to Investigate.** It is agreed that it is critical to the Credit Union and its members that the Credit Union have full rights to investigate all transactions, methods, and means of making transactions to protect its members and the Credit Union. Therefore, it is agreed that upon notification of any claim of error, unauthorized transaction(s) or other notification related to or arising from any transaction(s), methods or means of making transactions, the Credit Union shall have full rights of investigation to extend to all persons, means and methods of making transactions. It is expressly agreed that this shall specifically include the right to inspect and scan a member or user's access device(s) including but not limited to computers, tablets and smartphones; and to report the Credit Union's findings of such investigation to all owners and/or users.

7. **Credit Reports, Membership-Account Eligibility, Other Credit Union Services and Social Media.** To verify your eligibility or continued eligibility for membership, any account(s), service(s), or loan product(s); increases or decreases in services and/or credit limits, now and in the future; or as needed to comply with any applicable law, regulation or governmental agency requirements, including but not limited to escheatment/abandoned property, privacy, or other issues that may affect your rights, or pursuant to any reasonable actions we take to ensure our compliance with such laws, regulations or governmental agency requirements (all of which are deemed permissible purposes by you and us), you authorize us to make inquiry to determine your employment history and to obtain information concerning any accounts with other institutions and your credit history, including consumer credit reports. You agree that this authority applies to any account, account-related service, loan or other financial products you request or which we may offer or make available to you. We may also report information concerning your account(s) and credit to others. You also understand that you may elect from time to time to use Credit Union or other parties' social media tools and sources; that there is no claim of privacy or privilege regarding information shared or discernible from such use or sharing; and the use of such information by us does not violate your privacy or other rights. If you have consented to communicating with us via social media, we may use any social media addresses you may establish from time to time.

Defaults and Your Credit Reports: The Credit Union may report information about your account(s) to third parties such as credit reporting agencies/bureaus. Late payments, missed payments,

insufficient funds transactions or other defaults on your loan and share savings/share draft account(s) may be reflected in your credit report.

8. **Privacy and Confidentiality.** Every person on the Credit Union's premises has the expectation and right that their private and confidential information will be protected and remain private and confidential. Thus, the Credit Union prohibits any photography, filming or recording of any type using any device that has or may have the potential to record by any means on any Credit Union premises, including at or near any ATM or other device which may display or allow determination of confidential information without the Credit Union's prior express permission. Violation of this provision shall be grounds for enforcement of all options under paragraph 25 of this Agreement. The Credit Union's general privacy policy is provided later in this Agreement or via a separate disclosure provided at account opening.

Agreed Exception to Privacy Restrictions – Fraud or Financial Exploitation: It is agreed that fraud and financial exploitation are serious matters that can expose both members and the Credit Union to risks and losses. This particularly affects the elderly but can harm anyone. To help combat suspected fraud and financial exploitation it is agreed that the Credit Union may report such suspicions to persons (including but not limited to family members) who we in good faith believe may be able to provide assistance and/or protections. The option to report is completely voluntary and imposes no obligations on the Credit Union.

9. **Deposits to Your Account(s) and Instruments Paid/Cashed.** Funds may be deposited to any account, in any manner that is acceptable to us. Deposits may be made by mail, in person at any of our branches having facilities to accept deposits, or by direct deposit or other electronic funds transfer allowed by us.

If you voluntarily give information about your account (such as our routing number and your account number) to someone and authorize them to draw against your account, we may charge your account and pay any items, including remotely created checks initiated by the person to whom you gave the information. You also agree that we may pay an electronically created item even though the item was not created from an original paper check, whether presented in the form of a remotely created check or an electronic item. You authorize us to continue to honor items or debits from a payee previously authorized by you, until you instruct us to cease to do so, whether or not the payee is acting within the scope of your initial authorization, subject only to such liability as may be imposed upon us by law. If you want us to stop honoring items from a payee previously authorized by you, you must tell us in writing. Until you notify us that such items are not authorized, we can continue to pay them and will not be liable to you even though the items are not in accordance with any authorization you may have given.

This does not, however, obligate us to honor remotely created checks or similar items or entries. We may refuse to honor remotely created checks or similar items or entries without cause or prior notice, whether or not we have honored or dishonored similar items or entries previously.

You agree that we are under no obligation to verify whether the name and account number shown on the remotely created checks are accurate. If any information on a remotely created checks is incomplete, inaccurate, or in error, you agree that we may, at our sole discretion, either pay the remotely created checks and charge your account for the item as drawn or refuse to honor the remotely created checks and, without prior notice to you, return the item unpaid. You further agree

to indemnify and hold the Credit Union harmless for losses resulting from our honoring or dishonoring any such debit.

a. **Endorsements.** You authorize us, in our discretion, to accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of any one or more owners on the account, whether or not endorsed by all payees. You authorize us to supply missing endorsements of any owners. You agree to endorse all items pursuant to applicable laws and regulations. If any endorsement or any other markings you or any prior endorser has made on the check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by us due to the delay or error.

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

c. **E-Checks.** When you or any person with authority authorize any electronic check ("E-Check"), you agree: (1) that we may pay the item as submitted to us; (2) that you shall be solely responsible for all information transmitted regarding such item(s), including but not limited to the payee(s), the amount(s) of the item(s), and endorsements or the lack thereof; and (3) you agree to indemnify us for all losses we incur in connection with any E-Check you authorize.

d. **Collection of Deposits.** In handling deposits to your account, we act only as your agent for collection and assume no responsibility beyond the exercise of ordinary care. By signing the Account Card or using any accounts or services, you specifically waive your rights to notice of non-payment, dishonor or protest regarding all items presented for collection. We have the right to refuse any order, transfer or deposit, limit the amount that may be offered for deposit and to return all or any part of a deposit. Special instructions for handling an item are effective only if made in writing and accepted by us separately along with the item in question. We will not be liable for any default or negligence of correspondents or for loss in transit, and each correspondent will only be liable for its own negligence. We are authorized to pursue collection of previously dishonored items (including re-presentment), and in so doing we may permit the payor bank to hold an item beyond the midnight deadline. Items that we present or re-present may be truncated or converted to an electronic or other format. If an item is not paid, you are fully responsible for any loss we may incur in seeking to collect the item for you. If you do not have enough available funds in your account to cover an item, we may decline or return the item unpaid and a fee will be imposed as set forth in the Schedule.

e. **Direct Deposits.** You must notify us 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. You agree that you have an obligation to notify us immediately regarding the death of any person that receives any federal or state retirement, welfare, benefits or other payments via electronic or other deposit. If we are required to reimburse the federal or any state government, agency, or authority for any payment deposited into your account for any reason, you agree that we may deduct the amount returned from any of your accounts, unless prohibited by law, and that you will be obligated to repay to us any such sums on demand.

f. **Direct Deposit or Transfer Authorization/Bankruptcy.** If you file bankruptcy and fail to cancel any instructions in your direct deposit or transfer authorization, then you hereby instruct your employer and us to continue to make and apply deposits, make loan payments in order to avoid delinquency and other transfers in accordance with your authorization, until written notification is received by us to discontinue any payments or transfers.

g. **Multiple Payees.** Unless any check, share draft or other instrument expressly indicates that the item is payable to conjunctive payees, the instrument shall be deemed payable in the alternative. If there is any ambiguity, the instrument shall be deemed payable in the alternative (example: a check payable to "A and B" is a conjunctive instrument. A check payable to "A or B;" "A, B;" "A/B", where "A and B" are listed on separate lines; or otherwise, where not expressly conjunctive are payable in the alternative).

h. **Final Payment.** All items, deposits, ACH (Automated Clearing House) transfers, or other transfers credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we may charge your account for the amount of such items or transfers, or both, and impose any applicable fees as set forth in the Schedule without notice. We have no obligation to provide any separate notice under this provision; and you agree that our indication of any credits or debits hereunder reflected on your periodic statements shall be deemed sufficient notice.

i. **Check from Source Other Than Credit Union Approved Vendor; Use of Wash Preventive Ink.** The Credit Union approves the vendor(s) listed in the Schedule for check printing due to their high standards. Other companies that provide check printing services may not meet the high standards of our approved vendor(s) or may print terms or limitations that we do not agree to on such checks. You understand that checks can be washed unless you use a wash preventive ink. Therefore, you acknowledge and agree that we have no responsibility or liability to you whatsoever resulting, arising or relating from/to: alterations, forgery, non-payment; returns due to no account/insufficient funds or otherwise; limitations we do not specifically agree to in writing; or any other processing/payment error with regard to any check that is not printed by our approved vendor(s) or your failure to use wash preventive ink in the writing of any check(s).

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

10. **Transactions from Your Account(s).** Generally, you may withdraw and/or transfer funds from your account(s) at any time subject to the limitations set forth in this section and the Funds Availability Disclosure in effect at the time of the deposit. Payments upon your order may be made in coin, bills, or other instruments or via electronic means at our option.

a. **Payment Order of Your Transactions.** To assist you in handling your account(s) with us, we are providing you with the following information regarding how we process the items that you authorize. When processing items drawn on your account, our policy is

to pay them as we receive them. We commonly receive items to be processed against your account(s) multiple times per day in what is referred to as presentment files. Each presentment file received commonly contains a large amount of a specific type of item (ACH, check, or ATM/POS). It is common for each of these presentment files to contain multiple items to be processed against your particular account. In this case, when multiple items are received at once, the items will be paid as follows: ACH items in each presentment file post credits first, then debits paid by dollar amount, lowest to highest; checks are paid by dollar amount, lowest to highest; ATM/POS items are paid in the order they are presented. Items performed in person such as withdrawals or checks cashed at one of our branch locations or a shared branch location are generally paid at the time they are performed.

b. **Payment Order of Your Items.** The order in which items are presented may affect the fees assessed to your account. Most transactions are posted when you conduct them.

Transactions which are posted real time or very near real time to when you conduct them:
Transactions conducted at teller counters such as deposits*, withdrawals, and cashing on-us checks
Transactions conducted at shared branching locations*
ATM deposits* and withdrawals
Debit card purchases conducted with a PIN
Authorizations (holds) for debit card purchases conducted using the Visa network**
Transfers conducted using our automated phone system (TYME Line)
Transfers conducted using SRP Online, SRP Mobile, or in some instances Bill Pay
<i>*Funds availability rules apply. Funds deposited on a real time basis may not be made available immediately. For example, checks you deposit may be subject to applicable holds. Refer to The Availability of Funds You Deposit with the Credit Union section located further in this Agreement and shared branching rules for details.</i>
<i>**The corresponding settlements may lag hours or days based on when the merchants submit them. We post settlement transactions at the time we receive them.</i>

For Automated Clearing House (ACH) entries and checks which are received in batch files, the Credit Union posts in the following manner:

Transactions which are posted in batch items:
Checks, ACH payments and ACH deposits

ACH debits are posted by amount from low to high. Posting in this manner allows for the most items to be paid and helps to minimize fees assessed on your account(s).

Checks are posted by amount from low to high. Posting in this manner allows for the most items to be paid and helps to minimize fees assessed on your account(s).

Why this is Important to You: The order in which items are paid is important if there is not enough available funds in your account to pay all of the items that are presented. Our payment policy may cause your larger, and perhaps more important items (such as your rent or mortgage payment) to not be paid first but may reduce the amount of overdraft or NSF fees assessed on your account if funds are not available to pay all of the items. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). Applicable fees are set forth in the Schedule. The Credit Union does not have to notify you prior to paying an item, regardless of the availability of funds. We encourage you to keep careful records of all transactions (debits and credits) and practice good account management. This will help you to avoid writing checks or drafts without sufficient available funds and incurring the resulting fees.

IMPORTANT INFORMATION ABOUT FEES: Fees may be assessed with each item paid into overdraft or returned unpaid subject to the following:

- Multiple “presentments”: Any item or transaction can be presented for payment multiple times, which is beyond the control of the Credit Union. Each presentment will be charged a separate NSF fee even though it may be for a repeat presentment.
- A single Overdraft Protection transfer fee will be assessed when we need to transfer funds from your linked account(s) into your selected checking account, but only if the transfer helped you avoid at least one overdraft or returned item.
- No overdraft fee will be assessed on ATM and everyday (one-time) debit card transactions unless you have opted into debit card overdraft coverage. The merchant informs the Credit Union if a debit card transaction is a one-time or recurring transaction. An overdraft fee can be assessed on recurring debit card transactions and any other item we pay into overdraft.
- There is daily maximum of \$160 in total Overdraft Privilege Fees that may be imposed on your account.

Any overdraft or NSF fees assessed are deducted from your account at the time of presentment.

Third Parties: You further understand and agree that we have no control over how the third parties (or entities who process transactions for them) you elect to do business with “code” transactions. For instance, these third parties have full control over the amounts of transactions they may enter per your relationship with them; and they may code transactions as recurring or non-recurring which may affect the payment order of transactions and the application of any overdraft services you have with us. You authorize us to accept transactions based

upon the coding submitted by third parties; and that we may rely upon such coding in processing all transactions and services for you.

11. Restrictions on Withdrawals/Transactions from All Accounts. In accordance with applicable law, we reserve the right to require you to provide written notice of any intended withdrawals from any account(s) of not less than seven (7), but not more than sixty (60) days before the intended date of withdrawal. If there are sufficient funds to cover some but not all of your withdrawal orders, we may permit those for which there are sufficient funds in any order we choose. We may refuse to allow any transaction, and will advise when required by applicable law if, for example: (1) there is a dispute between account owners; (2) a legal garnishment, attachment or levy is served on us; (3) the account(s) secures any obligation owed to us; (4) any required documentation has not been provided to us; or (5) you are delinquent or fail to pay a loan or any other obligation owed to us when due. If we freeze any account, we will only be obligated to remove the freeze upon receipt of either an agreement signed by all interested person(s), or a legal document which meets our requirements.

In addition to the foregoing, if any person should instruct the Credit Union to make a large cash withdrawal (the definition of which shall be within the Credit Union's sole discretion) in lieu of other methods of transferring funds offered by the Credit Union, the Member hereby releases the Credit Union from any and all liability, claims and demands whatsoever which arise from or in any way relate to the Member's possession of any large sums of cash from the moment possession of same is made available to the Member; and Member will execute and deliver any further releases the Credit Union may require in connection with any such withdrawal.

Closing Accounts: When either you or the Credit Union close any accounts, certain funds may not be immediately made available to you upon closing. This is due to actions you have taken or your relationships with third parties that may result in certain holds that affect your available funds versus your actual funds. Please read this entire section for a complete explanation of these matters. These holds are generally resolved within a period of 10 (ten) days. Once all these matters are cleared so that your accounts are no longer responsible for any sums these other parties may claim, then any remaining funds shall become available funds and will be paid to you.

a. **Term Share Certificates.** Any term share certificate, certificate or share certificate accounts offered by the Credit Union are subject to the terms of this Agreement, the Schedule, and any account receipt or certificate, which are incorporated herein by reference.

b. **Checking Accounts.** The Credit Union may refuse any check or other item drawn against your account or used to withdraw funds from your account if it is not on a form approved by us. Providers of check forms we approve are set forth in the Schedule. We also reserve the right to refuse any check or other item drawn against your account or used to withdraw funds from your account if made in a manner not specifically authorized for your account, if made more frequently or in a greater number than specifically permitted for your account, or if made in an amount less than the minimum withdrawal or transfer specifically permitted for your account. If we accept a check or other item not on a form approved by us, you will be responsible for any loss by us in handling the item. We may pay checks or other items drawn upon your account as discussed earlier in this Agreement (refer to item 10. **Transactions from Your Account(s)**), even if paying a particular check or item results in an insufficient balance in your account to pay one or

more other items that otherwise could have been paid out of your account.

Because of the nature of the Credit Union check program, neither the Credit Union nor any other processing entities shall be responsible for the authenticity of the checks with regard to the signature or alterations; and checks, when presented, shall be paid without verification. ***We may disregard all information on or any writing or memorandum attached to any check or item except for your signature, the amount and the information that is magnetically encoded.*** You agree that we do not fail to use ordinary care because our procedures do not provide for sight examination.

You will notify us immediately if you learn or have reason to know that any of your checks have been lost or stolen. If you are negligent in safeguarding your checks or if there is a processing problem due to your use of a check printer we do not approve, we will not have any liability or responsibility for any losses you incur as a result if we act in good faith pursuant to standard commercial practices.

Check Copies: 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. We have no obligation to retain the originals of any checks or other documentation. If you request us to provide you with an original check or sufficient copy, you agree that we may provide a copy or an electronic image of the original check. The Credit Union may charge you a fee as set forth in the Schedule for each requested item and/or for any necessary research, as applicable.

Check 21: Check processing is getting faster as banks begin to process checks "electronically." We are required by law to provide the notice in the following section ("Substitute Checks and Your Rights"), which explains the differences between your original check (which might not be returned) and a substitute check, and your rights in the event the substitute check causes a loss that would have been avoided if the original check was still available.

Substitute Checks and Your Rights: What is a substitute check? To make check processing faster, federal law permits banks to replace original checks with "substitute checks". These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of the substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use the substitute check as proof of payment just like the original check.

Some or all of the checks that are returned to you from us may be substitute checks. This notice describes your rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks, photocopies of original checks, or to electronic debits to your account. However, you have rights under other laws with respect to those transactions.

What are my rights regarding substitute checks? In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, overdraft fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest, if your account earns interest) within ten (10) business days after we received your claim and the remainder of your refund (plus interest, if your account earns interest) not later than forty-five (45) calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund? If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us by phone or by mail using the contact information listed at the end of this Agreement (see **Important Contact Information**). You must contact us within forty (40) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include:

1. A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
2. An estimate of the amount of your loss;
3. An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
4. A copy of the substitute check or identifying information such as the check number and the name of the person to whom you wrote the check.

c. **Non-Member Check Cashing.** You agree that we may impose a fee as set forth in the Schedule on the payee or other holder of a check, or other item drawn against your account(s) that is presented for payment over the counter (in person or otherwise) at the Credit Union rather than being deposited in an account at another institution and presented for payment through the check collection system. Alternately, we may, in our discretion, limit the locations at which we will cash checks written on your account payable to non-Credit Union account holders (a request that the Credit Union cash the check at any other location is not a proper presentment of the check by your specific agreement). Payees may deposit the checks that you give them into their own account(s) with us in order to receive payment without a fee.

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

Copies of Documents: We do not typically keep the original paper documents (like deposit slips) associated with your account for a long time. We make copies of most of the documents that end up with us

and destroy the paper originals. Electronic images are one type of media that is used, but as technology changes, there are and will be other copying techniques. You agree that such copies will be sufficient for all purposes. See the paragraph titled "Check 21" above. To facilitate check imaging and electronic check collection, it is important that you take care with the transactions you create on paper. When completing a check, you must: (1) write clearly; (2) use black or dark blue ink in the date, pay to, amount, and signature fields; (3) use only the space provided for your part of a transaction. (See the information on Endorsements herein and in your eBanking Services Agreement and Mobile Remote Terms and Conditions.) You agree to reimburse us for any losses and costs we incur as a result of a poor check image caused by a deficiency in the written check, whether due to your failure to follow these guidelines or otherwise. You also agree to reimburse us for any losses and costs we incur as a result of a poor check image caused by a deficiency in the written check that you accepted and deposited as the payee. Certain fees as set forth in the Schedule may also apply.

12. **Temporary Holds and Authorizations for Amounts in Excess of Transactions.** To facilitate certain transactions you make, we may place temporary holds on funds in your accounts. The Credit Union can neither control the parties with whom you do business nor regulate the processing of transactions through the commercial networks used to facilitate your transactions. Therefore, it is your obligation to ensure that sufficient funds are on deposit at all times to cover the transactions you make—including the amount that may be subject to these holds. Pursuant to the processing networks rules, a merchant (hotel, car rental company, retailer, etc.) may obtain authorization for up to three times the total estimated amount of your actual hotel stay, car rental or other purchase. This is deemed to be an "authorized amount" by you and will not be available via your account until after your bill is settled with such merchant(s). This can result in an insufficient funds balance in your account(s). Even if your bill is satisfied with another form of payment, the merchant/retailer may continue to hold the funds as originally authorized by you for the aforementioned time periods. In order to avoid problems associated with these holds and authorizations, **we recommend you not use your debit card when checking in at hotels or renting cars (which are the primary source of such holds/authorizations).**

International ACH Transactions. You acknowledge that in the event an International ACH Transaction ("IAT") Entry that is transmitted to or from any of your Accounts is identified and designated by the Credit Union's screening criteria for review and examination under the OFAC Rules and Regulations ("OFAC Rules"), then the settlement of such an IAT Entry may be delayed or suspended pending our review of the IAT Entry, and may be terminated under applicable OFAC Rules. You also 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 in the foregoing provisions of this paragraph is a permissible delay under the terms of laws and regulations applicable to the availability of funds held in deposit accounts. In the event an IAT Entry is delayed or terminated, we will provide Account holder such notice as may be required by the NACHA Rules, OFAC Rules, or other applicable laws and regulations.

Right to Reject, Delay or Suspend: We will not be obligated to honor, in whole or in part, (or may delay or suspend) any transaction or instruction which:

- Is not in accordance with any term or condition applicable to the relevant account;
- We reasonably believe may have been requested or issued without proper authority;
- Involves funds subject to a hold, dispute, restriction or legal process which we believe prevents withdrawal;
- We reasonably believe might violate the laws or regulations of the United States or any State, including without limitation, regulations of the Office of Foreign Asset Control (OFAC);
- Would violate any applicable provision of any risk control program of the FDIC or applicable rule or regulation of any other federal or state regulatory authority;
- Is not in accordance with any other requirement of our applicable policies, procedures or practices; or,
- We reasonably decline to honor for your or our protection.

You agree that any such action allowed above is a permissible or delay under the terms of laws and regulations applicable to the availability of funds held in deposit accounts.

13. **Collection Items.** We may accept certain items on a collection basis only. We route and process collection items separately from your other deposits. We normally credit your account for collection items only after we receive payment for them. However, if we do credit your account and then do not receive payment, we may debit your account for the amount of the item. We may also receive items from other financial institutions on a collection only basis. Upon presentment of a collection item we will follow the presenting institution's instructions and pay the item if funds are available in your account or otherwise pursuant to your agreements with us.

We assess fees for processing collection items (sending and receiving) as set forth in the Schedule. The financial institution on which the collection item is drawn may also charge you fees. If the other financial institution requires payment of a fee before that institution will process the collection item, we may pay the fee and charge your account. Fees may apply even if the collection item is returned unpaid.

14. **Account Rates and Fees.** Fees applicable to all accounts and account services are set forth in the Schedule. We may transfer from any of your account(s) any charges or costs in connection with the operation and maintenance of account(s) as stated in this Agreement or

the Schedule. You agree that we may change the Schedule at any time upon proper notice as required by law.

15. **Authorized Signature.** The Credit Union will not be liable for refusing any order or item if we believe in good faith that the signature on any order or item is not genuine. We are authorized to honor any transactions initiated by a third person if you provide your access device or other information to a third person. Also, you agree that if you authorize the use of stamp/facsimile signature, electronic signature, access device or biometric, we shall not be liable for honoring any transaction or instrument that appears to bear your stamp/facsimile or electronic signature, even if made by an unauthorized person. It is your responsibility to ensure that you maintain the security and possession of any stamp or other facsimile signature.

16. **Account Access.**

a. **Authorized User(s).** All withdrawals, transfers and transactions made by any person to whom you have at any time provided authority or the means to access your accounts or other services shall be deemed authorized by you, and the Credit Union will not have any responsibility or liability whatsoever for such withdrawals, transfers or other transactions.

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

c. **Sharing Information with Other Persons, Co-Borrowers, Co-Signers/Guarantors, Owners of Collateral Pledged and Others.** You hereby consent and agree that we may share any information regarding your obligations with us or collateral pledged to secure any obligations you owe to the Credit Union with the persons listed in this subsection if we receive a request which we in good faith believe to be related to any such obligations, refinancing, sales, trades, transfers, exchange or transactions. Also, you consent and agree that we may provide pay-off or payment information to persons or entities who seek to make payments on your behalf, including potential "pay-offs". This may include account numbers and information necessary to process payments.

d. **Access to Third Parties.** When you give another party access to your accounts or account information, you understand and agree that we have no liability or obligation for any errors, claims or losses of any type relating to any transactions initiated as a result of your relationship with that third party, including any claims or losses that may arise from any access to your accounts or personal information.

e. **Third Parties.** To expedite the matters herein for your benefit, you agree that we may rely on the representations made to us by a third party, and our duties to you hereunder do not require us to investigate or document a request for such information.

17. **Powers of Attorney.** You agree that regardless of any laws, rules or regulations, we may in our sole discretion refuse to honor or accept a Power of Attorney to open, close, deposit, or make transactions on any account; or to supply endorsements on checks or any other items; or to take any other action with respect to an account, loan or other service. The Credit Union may allow a third party acting as your attorney-in-fact to make transactions regarding your account(s) or conduct other business on your behalf without any liability to you, pursuant to a Power of Attorney, but has no obligation to do so. You agree that we have no obligation to verify the scope, authenticity, and validity of any Power of Attorney presented to us. If we accept the Power of Attorney, the Credit Union has no duty to inquire as to the use or purpose of any transaction(s) by your attorney-in-fact, and may restrict or refuse account access, withdrawals and transactions.

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

Within our discretion, we may not recognize a Power of Attorney given by one owner of a joint account without the consent of the other joint account holder(s).

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

18. **NSF Transactions, Overdrafts and Overdraft Protection Plans.**

a. **Non-Sufficient Funds Transactions.** A Non-Sufficient Funds (NSF) transaction may result when you make or authorize any transaction that exceeds the balance in any account with us that you access by check, electronically, or otherwise that we pay, or if we impose a fee that exceeds the balance in your account. Unless you have an approved overdraft agreement with us, you agree not to cause any NSF transaction on any of your accounts with us. The Credit Union, in its sole discretion, may pay any NSF transaction via a courtesy overdraft program or otherwise on a case-by-case basis, but has no obligation to do so or to continue to do so. We may impose a fee as set forth in the Schedule for any NSF transaction. You agree to promptly pay us the amount of the NSF transaction as applicable together with the fee pursuant to the Credit Union's policies. The Credit Union has no obligation to notify you before we pay or return any item.

b. **Standard Overdraft Coverage ("Overdraft Privilege").** Our standard overdraft coverage is when, at our discretion, we pay items such as checks or automatic payments (e.g., ACH payments) into a set overdraft limit rather than returning them unpaid. Overdraft Privilege

may be automatically granted to checking accountholders thirty (30) days after the account is opened. A fee is assessed on the amount of the negative available balance change after the item is posted. Multiple fees may be assessed as applicable. There is a daily maximum of \$160 in total Overdraft Privilege Fees that may be imposed on an account. Please refer to the Schedule for all overdraft related fees. You can request to remove standard overdraft coverage from your account by using the contact information provided at the end of this Agreement (see **Important Contact Information**)

Important: If standard overdraft coverage is removed from your account, the following will apply if you do not have enough money in your checking account or in accounts linked for Overdraft Protection to cover a transaction:

- We will return your checks and automatic payments (such as ACH payments) and assess a Non-Sufficient Funds (NSF) fee and you could be assessed additional fees by merchants.
- We will not authorize ATM and everyday (one-time) debit card transactions into overdraft. If your account is enrolled in debit card overdraft service, the service will also be removed.
- We will not authorize certain transactions (such as cashed checks, recurring debit card transactions, or Bill Pay transactions) into overdraft. However, if these transactions are authorized when your account has enough money but are later presented for payment when your account does not have enough money, we will pay the transaction into the negative and charge an NSF fee.

Debit Card Overdraft Coverage ("Regulation E"): Debit card overdraft coverage allows the Credit Union to approve (at our discretion) your ATM and everyday (one-time) debit card transaction(s) if you do not have enough money in your checking account or in the accounts linked for Overdraft Protection, if applicable, at the time of the transaction. With this service, ATM and everyday (one-time) debit card transactions may be approved into overdraft at the Credit Union's discretion and an overdraft fee may apply.

If debit card overdraft coverage is not added and there is not enough money in your checking account or accounts linked for Overdraft Protection, your ATM and everyday (one-time) debit card transactions will be declined. There are no fees for declined transactions. If the service is not added and your ATM or everyday (one-time) debit card transaction creates a negative balance during posting, there will not be an overdraft fee.

You can add or remove the service at any time but must also have our standard overdraft coverage. Debit card overdraft coverage is not available for certain accounts such as minor accounts, accounts for government entities, or savings accounts. Debit card overdraft coverage is a discretionary service that may be removed by the Credit Union for a variety of reasons including excessive overdrafts or returned items.

Limitations: Overdraft Privilege is available to individually/jointly owned checking accounts opened at least thirty (30) days or more. Account holders under the age of eighteen (18) are not eligible for Overdraft Privilege. For Overdraft Privilege consideration, your account must be maintained in good standing. Your account is considered to be in good standing if you: (1) make sufficient deposits to bring your account to a positive end-of-day balance within thirty (30) days of becoming

overdrawn (including the payment of all credit union fees and charges); (2) avoid excessive overdrafts that may suggest the use of Overdraft Privilege as a continuing line of credit; (3) have no outstanding collection items or past due debts against your account; and (4) have no legal orders, levies or liens against your account. Your Overdraft Privilege limit may be available for each item paid under the limit created by checks and other transactions made using your checking account number; individually authorized and recurring ACH transactions; and select SRP Online and SRP Mobile transactions such as POP money transfers and online bill payments. If the Credit Union has received your authorization, each ATM transaction or everyday (one-time) debit card transaction that will or would overdraw your account will also be subject to overdraft fees and will be included in the overdraft limit. The Credit Union has no obligation to pay an item under Overdraft Privilege; it is a courtesy service, which we may extend or revoke at our discretion.

You may terminate ("Opt Out") of the service at any time by contacting the Credit Union either in writing, in person, by phone or securely through our Message Center within SRP Online or SRP Mobile. Overdrawn items may be returned unpaid and the applicable fee will be assessed as set forth in the Schedule.

Obligation to Repay: You must bring your account to a positive end-of-day balance at least once every thirty (30) calendar days (including the payment of all Credit Union fees and charges) of the overdraft. Failure to do so will result in account termination, our possible exercise of right to offset without prior notice, collection actions and negative credit reporting. Please contact us immediately if you are unable to pay your balance in full within the required timeframe. If we pay an overdraft on an account with more than one (1) owner, each owner is jointly and severally liable for such overdrafts and/or fees. The Credit Union reserves the right to apply any other or later deposits, including direct deposits, to pay your overdrafts or overdraft fees.

c. **Overdraft Protection.** This is an optional service you can add to your checking account by linking up to three (3) eligible accounts to serve as overdraft protection. We will use available funds in your linked account(s) to authorize or pay your transactions if you don't have enough money in your checking account. A single Overdraft Protection Transfer Fee will be assessed each time a transfer/advance is made regardless of the number of transactions covered or whether money is transferred/advanced from multiple accounts. The fee for an overdraft transfer is set forth in the Schedule. Transfers from a deposit account will be governed by this Agreement. Transfers from a loan account will be governed by the applicable loan agreement. We will not assess a fee unless the transfer/advance helped you avoid at least one overdraft or returned item. If you link multiple accounts, you may tell us the order in which you would like the funds transferred/advanced from. If you do not specify an order, we will first transfer funds from your linked savings account.

Linked Account Transfers for Overdraft Coverage ("Overdraft Protection"): If you have been approved for our Overdraft Protection plan, you authorize the Credit Union to transfer funds from the eligible account(s) designated by you ("Transfer Account") to the overdrawn account. Transfers will be performed in accordance with your written transfer instructions, our overdraft procedures, or other agreements you have with the Credit Union. Transfers from a loan account will be governed by the applicable loan agreement. Funds in your Transfer Account(s) will be transferred to your overdrawn account in increments of \$100 to cover the NSF transaction. If the balance in your Transfer Account is \$100 or less, the entire balance in the Transfer Account will

be transferred. If the first Transfer Account does not have a sufficient balance to cover the overdraft, the balance in that Transfer Account will be transferred and the remaining amount needed to cover the transaction will be transferred from the next Transfer Account(s) in an order you have designated. You may designate up to three qualified transaction accounts to serve as overdraft protection. You understand that your use of your checking account and transfer accounts is subject to the Credit Union's Membership Agreement and other account service charges may apply.

Linked Line of Credit Transfers for Overdraft Coverage ("Overdraft Protection"): If you have been approved for a Line of Credit, you may request the Credit Union to transfer funds from your line of credit loan to pay overdraft transactions. Unless provided otherwise in your Loan Agreements, there is no transfer fee when the transfer is from an approved Line of Credit. Transfers from your Line of Credit will be made in \$100 increments to cover the NSF transaction. No transfer will be made from your Line of Credit: (1) which would cause your outstanding Line of Credit balance to exceed the approved limit; or (2) any time your Line of Credit is not current, or is otherwise considered to be in default by us. Any transfer from your Line of Credit will constitute an authorized advance under your Line of Credit Agreement loan documents. You understand that all transfer requests from your Line of Credit are subject to prior authorization by us and that the Credit Union may cancel this overdraft protection at any time. You will only have protection under a Line of Credit if you apply and are approved for this loan service. A complete Line of Credit Agreement will be sent upon approval, which will govern and control our loan relationship with you. You further understand and agree that the terms of your Line of Credit Agreement will govern any conflicts between any other agreements between you and the Credit Union.

d. **Terms Applicable to all Overdraft Protection Plans:** If there are insufficient balances in all designated Transfer Accounts and/or Line of Credit as specifically applicable to pay the overdraft, the applicable fee will be assessed as set forth in the Schedule. You agree that the Credit Union may also in its sole discretion utilize any funds in any of your accounts to pay any overdrafts as defined herein or to pay any other debts that you owe as a result of any authorized acts. Funds may be applied from any account in which you have a beneficial interest; and may include funds regardless of the source including but not limited to deposits of funds representing the payment of Social Security, Veterans benefits, or any other funds that may be subject to limitations under federal or state laws. Any application of funds hereunder shall be deemed a voluntary transfer that you have authorized. Further, you agree that any overdraft protection plans you have now or in the future are intended to cover and be utilized for any such matter addressed herein caused by or arising from the actions of any owner or authorized users. ATM and one-time debit card transactions require member authorization using the methods we require in order for the Credit Union to exercise its discretion under this provision to pay these particular transaction types. You may apply for and receive the benefits of a specific agreement for overdraft protection. If approved by us, you agree the terms of any such agreement(s) shall also apply.

19. **Postdated and Stale Dated Drafts.** We may pay any draft without regard to its date unless you notify us in writing of a postdating pursuant to applicable laws and our requirements, together with any fee set forth in the Schedule. We are not responsible if you give us an incorrect or incomplete description, or untimely notice. You agree not to deposit checks, drafts or other items before they are properly payable **We are not obligated to pay any check or draft drawn on your account,**

which is presented more than six (6) months past its date; however, we have no obligation or liability to you or any other party to the instrument or in the chain of the collection process if we do so.

20. **Stop Payment Orders.** If you do not want the Credit Union to pay a specific written instrument such as a personal check, you can ask us to place a Stop Payment Order ("SPO") on the instrument. You can notify us by mail, telephone, electronically, or in person. Your SPO will take effect when we record it on your account. A SPO will not be valid and binding on us unless the SPO includes your account number, the number and date of the written instrument, the name(s) of the payee(s), and the exact amount of the instrument. Only the person placing the SPO may release the SPO. All stop payment requests are subject to payment of a fee as set forth in the Schedule. We may require you to put the request in writing and send it to us within fourteen (14) business days. If we require you to confirm your oral request in writing and you fail to do so, your oral request will terminate fourteen (14) business days after it is made.

If you provide confirmation, your SPO will be effective for an indefinite period of time. Alternatively, the Credit Union in its sole discretion may confirm any SPO in writing by sending a notice to the address shown in our records but has no obligation to do so. You acknowledge and agree that an indefinite SPO may affect future transactions and agree to be fully and solely responsible and liable for any such SPO that you order. For instance, if you use your checks through Check Number 9999, you may re-order checks that start over at the number of the first item you drafted. Thus, you may have written Check Number 101 on which you placed a SPO ten (10) years previously. When you re-order new checks after using them through Number 9999, the series starts over and in the tenth year of your account, the indefinite SPO will also apply to the old check number 101 as well as the new check also numbered 101 that is written this year. It is your obligation to release the SPO or to take steps not to re-use a check number or other transaction data that is the subject of any SPO in order to avoid application of your SPO to all checks that bear the same number as described herein, or other transaction types that may be subject to such SPO.

The Credit Union will not be responsible for any loss as a result of honoring a check: (1) through inadvertence, oversight or accident, we honor any postdated check; (2) if you fail to provide us with complete or accurate information; or (3) fail to meet your obligations as noted in this section or otherwise in this Agreement. We have no obligation to accept any order to stop payment on any certified check, cashier's check, teller's check or other instrument guaranteed by us. You will be responsible to the Credit Union if any claim or demand is made against us as a result of our acting in accordance with your stop payment order.

Official Checks: If you seek to return any official check or like item after it is issued to you or another, then you agree we may treat such items as "lost, stolen or destroyed" under the Uniform Commercial Code and reimbursement may not be made for 91-days from the date issued.

21. **Legal Process and Other Adverse Claims.** Should we receive any legal process or other adverse claim which in the Credit Union's opinion affects your account(s), we may, at our option and without liability: (1) refuse to honor orders to pay or withdraw sums from the account(s); and/or (2) hold the balance in the subject account(s) until the Process or adverse claim is disposed of to the Credit Union's satisfaction; pay the balance over to the source of the Process; and/or comply with any specifically applicable laws in addressing the Process. We may also refuse to allow a withdrawal if there is a dispute between owners about the account or if the account secures any obligations

owed to the Credit Union. Any Process or adverse claim is subordinate to our lien and security interest in all funds in your account(s). We may also charge you a fee for such matters as set forth in the Schedule.

22. **Statements.** If the Credit Union provides a periodic statement for your account(s), you will receive a periodic statement from us, or notice of the availability of your statement, describing all activity on your account(s) during the statement period as required by law. If you have a multiple party account, we are only required to provide one periodic statement to any of the account owners identified on the Account Card. If provided electronically, statements will be (1) e-mailed to you as an attachment; or (2) you will be sent a notice via e-mail that will direct you to a site where you may access your statement as otherwise agreed. E-mails from us will be sent to the e-mail address provided by any owner. Statements will be provided to the fiduciary upon any trust, custodial or other fiduciary or representative account; and the requirements of this paragraph will be binding on all parties in interest with regard to such accounts pursuant to such delivery. Contact us if you do not receive your regular statement. If you do not receive or have any problem accessing a periodic statement, you agree to notify us in writing within fourteen (14) days of the date that the statement is usually sent or made available by us. If you do not notify us, you will be deemed to have received the statement for all purposes.

YOUR DUTY TO EXAMINE AND REPORT PROBLEMS: AS USED IN THIS SECTION, THE TERM "PROBLEM" MEANS ANY ERROR, ALTERATION, COUNTERFEIT CHECK, OR UNAUTHORIZED TRANSACTION (INCLUDING BUT NOT LIMITED TO FORGED OR MISSING SIGNATURES AND EXCLUDING CONSUMER ELECTRONIC BANKING TRANSACTIONS) RELATED TO YOUR ACCOUNT. BECAUSE YOU ARE IN THE BEST POSITION TO DISCOVER ANY PROBLEM, YOU AGREE THAT IT IS YOUR DUTY TO PROMPTLY EXAMINE YOUR STATEMENT AND REPORT TO US ANY PROBLEM ON OR RELATED TO YOUR STATEMENT. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY PROBLEM THAT: (1) YOU DO NOT REPORT TO US IN WRITING WITHIN A REASONABLE TIME NOT TO EXCEED THIRTY (30) CALENDAR DAYS AFTER WE MAIL THE STATEMENT (OR MAKE THE STATEMENT AVAILABLE) TO YOU; (2) RESULTS FROM FORGERY, COUNTERFEIT OR ALTERATION SO CLEVER THAT A REASONABLE PERSON CANNOT DETECT IT (FOR EXAMPLE, UNAUTHORIZED CHECKS MADE WITH YOUR FACSIMILE OR OTHER MECHANICAL SIGNATURE DEVICE OR THAT LOOK TO AN AVERAGE PERSON AS IF THEY CONTAIN AN AUTHORIZED SIGNATURE); OR (3) AS OTHERWISE PROVIDED BY LAW OR REGULATION. YOU AGREE THAT THIS THIRTY (30) DAY PERIOD TO EXAMINE YOUR STATEMENT AND REPORT PROBLEMS TO US ARE WITHOUT REGARD TO OUR LEVEL OF CARE OR THE COMMERCIAL REASONABLENESS OF OUR PRACTICES, AND WITHOUT REGARD TO WHETHER CANCELLED CHECKS ARE SUPPLIED TO YOU.

You agree to waive any rights to recovery you may have against us if you do not provide notice to us in the manner and within the time required by this Agreement. You may not start a legal action against us because of any problem unless: (a) you have given us the above notice and (b) the legal action begins within one year after we send or make your statement available to you. If you make a claim against us in connection with a problem, we reserve the right to conduct a reasonable investigation before re-crediting your account and you agree to fully cooperate in such investigation. Within thirty (30) days of the date of mailing, you agree to complete and return an affidavit of forgery on the form we provide you along with any other information we may request. You further agree to file a police report if requested by us. If you refuse to sign such an affidavit or fail to return the affidavit and other

requested documentation within thirty (30) days of the date we mail it to you, you agree that we may consider the matter resolved and reverse any provisional credit provided. At our sole discretion we may but are not obligated to provisionally credit your account during the investigation for all or a portion of the amount claimed. Any provisional credit to your account may be reversed if you fail to fully cooperate in our investigation, or if as a result of our investigation, we determine that the charge to your account was proper. You agree to pay any fees assessed or accrued against your account during the investigation or that may arise upon reversal of any provisional credit.

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

23. Change of Name or Address. You will promptly notify us of any change of address or your name, including your e-mail or other electronic address by: (1) writing us at the address set forth in this Agreement; or (2) via logging on to online banking (SRP Online), part of the Credit Union's secure website (a portion of the site you may access after entry of your user name and password or PIN) and updating your information; or (3) visiting a branch location. In the absence of such notice, any mail, disclosure or notice to you at any: address, forwarding address provided to us by the U.S. Postal Office, or e-mail address shown by our records or any communication received from you will be deemed properly addressed; and unless otherwise provided by applicable law, constitute effective delivery of any item we may be required to provide regardless of actual receipt by you. If we receive notice that the address you provide to us is no longer correct or has changed without notice to us, and we attempt to determine your new name or address, then the Credit Union may, in its discretion: (1) charge a fee as set forth in the Schedule to determine your current address; and/or (2) discontinue sending any statements, notices or other items to you until verifiable information is provided to correct any deficiency under this provision.

24. Inactive or Dormant Accounts. If your account falls below any applicable minimum balance or you have not made any transactions within the period of time specified in the Schedule, we may classify your account(s) as inactive. An account is generally only considered dormant when an applicable State law requires such classification (i.e., dormant or abandoned). Although having no obligation to do so, we reserve the right to not classify a particular account as either inactive or dormant if any owner thereof has other active accounts or services with us. You may be assessed fees as set forth in the Schedule for inactivity, which is generally the failure to transact any business on an account for the period set forth in the Schedule. Unless specifically prohibited by applicable law, we may also charge a service fee set forth in the Schedule for processing your dormant account. Unless prohibited by applicable law, we further reserve the right to transfer your dormant account funds to a general Credit Union account and to suspend any further account statements.

25. Termination or Restriction of Account(s) and Service(s); Standards of Conduct and Behavior. The Credit Union is committed to delivering exceptional products and services to members. To that end, our employees are trained to handle interpersonal interactions effectively and to address any service issues with Credit Union members. The Credit Union's policies define the circumstances under which services may be limited for members who engage in "improper or abusive conduct;" and also address other circumstances where services may be terminated or limited. The policy is not intended to restrict the

rights and freedoms of any particular group or individual, but to protect Credit Union employees and members by addressing unacceptable conduct. You also understand and expressly agree that the Credit Union is a non-profit organization and that the rights addressed in this section are necessary to protect the Credit Union for the benefit of all members.

You may terminate your membership by giving us notice and complying with the policies and procedures of the Credit Union. Termination will not release you from any fees or obligations you owe us, those incurred in the process of closing your accounts or services, or your liability on outstanding items or transactions. You may terminate a single party account at any time by notifying us in writing. We have the right to require the written consent of all parties to a multiple party account for termination. You further agree that we can terminate your membership, any account or service, including any rewards program, for cause based on any of the circumstances defined in this Agreement; without notice or further action. We, in our sole discretion, may terminate, limit or restrict, or change the terms of any of your account(s) or service(s), including but not limited to loan services, or place a freeze on any sums on deposit with us at any time without notice, or require you to close your account(s)/service(s) and possibly apply for a new account(s)/service(s) if: (1) there is a request to change the owners or authorized users; (2) there is fraud/forgery or unauthorized use committed or reported; (3) there is a dispute as to ownership of any account or sum on deposit; (4) there are any share drafts that are lost or stolen; (5) there are returned items or transactions not covered by an overdraft plan agreement with us, or any abuse of any such plan per our assessment thereof; (6) there is any misrepresentation regarding any account(s) or service(s); (7) the Credit Union incurs any loss or believes it may incur any loss relating to any loan(s), account(s) or service(s) you have with us; (8) we believe you have been negligent in protecting any access devices or codes; (9) we deem it necessary to protect the Credit Union from any risks or losses, or otherwise deem it to be in the best interests of the Credit Union, our members or our employees; (10) you breach any promise under this Agreement or any other agreements with us including but not limited to any default or other delinquency with regard to any loan or other agreements; (11) if bankruptcy or any other insolvency proceeding is filed by or against you, or if we otherwise deem you to be insolvent or incapable of meeting your obligations to us; (12) you refuse or fail to cooperate as provided in this Agreement; (13) you have an account that does not maintain the required par value for a membership account or any balance as to all other accounts; (14) you violate any Credit Union policy, procedure or standard, or any law, regulation or rule; (15) you participate or facilitate any transactions for another person who is prohibited from making transactions with us pursuant to applicable laws or Credit Union policy/procedure; (16) you are found making unauthorized posting(s) or defacing or removing notices or signs on Credit Union premises and/or social media sites without management authorization; (17) you are found misappropriating Credit Union funds, property, or other material proprietary to the Credit Union; (18) you are found deliberately or repeatedly violating security procedures or safety rules; (19) you are found possessing, using, or being under the influence of illicit drugs on Credit Union premises; (20) you are found engaging in use or possession of weapons of any kind on Credit Union premises except for on-duty law enforcement officers or security officers; (21) any new US or other Country's laws, rules, regulations or other requirements make it impractical or impossible for the Credit Union to meet the requirements of such laws, rules, regulations or other requirements; or (22) you are found to be: using one or more credit or debit cards to obtain cash and purchasing power we do not believe appropriate; using such devices to pay credit card balances with the proceeds of other cards; or using such

devices in a manner we determine is primarily intended to abuse a rewards program.

Notice on Actions We may take upon Termination as Set Forth Above:

We, on our own accord, may place a stop payment on any share draft, item or transaction if we are notified or otherwise reasonably believe that any of the foregoing circumstances have occurred. If you do not accept any deposit or part of a deposit that we attempt to return after termination, then such deposit will no longer earn dividends. Club accounts may be terminated if deposits are not made within certain time periods in successive periods. We are not responsible for any draft, withdrawal, item or transaction after your account is terminated. However, if we pay any item after termination, you agree to reimburse us upon demand.

Joint Accounts or Services: If application of the Credit Union's policies or the above remedies affects any accounts or services with multiple parties, we may require the party to whom the restrictions or termination is applied be: (1) removed; (2) the account be closed and then a new account may be reopened absent the affected party; or (3) the restrictions may be applied to the account or service. The Credit Union has no obligation to provide any specific information regarding the basis for taking action under this section to any other owners or parties.

Residence outside the U.S., Its Possessions or Territories: We may require that all checking accounts and related services be closed or deactivated if you move your residence to a country or place outside the U.S., its possessions or territories. The Credit Union may close your checking account(s) and related services if you do not do so.

Duty to Cooperate: You have a duty to cooperate with us, and any law enforcement or government agent or agency with regard to any claim of fraud, forgery, unauthorized access or any other adverse claim(s).

26. **Death of Account Owner.** We may continue to honor all transactions on your account(s) until we receive actual notice of your death. After receiving actual notice, we may honor all transactions you authorized for a period of ten (10) days, unless we are ordered not to do so by a person claiming an interest in your account(s). We can require any person claiming the funds in your account(s) to indemnify us for any losses we may incur as a result of honoring their order. Upon the death of an individual account holder, all funds on deposit shall be paid according to the express instructions on the Account Card (i.e., Payable on Death Beneficiary). If no express beneficiary(ies) is provided, survives the death of the last owner, or can be located via the information provided to the Credit Union by the owners, then all funds on deposit will be paid to the estate of the account holder. If there is no estate, then the Credit Union may, but has no obligation to, pay the funds to any heir, who will be solely responsible for any further distribution of said funds. The Credit Union may require satisfactory documentation be provided to us regarding any right, claim or fact regarding any matter related or arising from the payment of funds hereunder. The Credit Union will have no further obligation or responsibility and you agree that we shall have no liability to you, your estate or any heir, successor or assignee related to the distribution of such funds pursuant to this Agreement. The payment of any funds is subject to our lien or other security interest, and all debts you owe to the Credit Union will be paid from the funds in your accounts before any payment is made. In the case of the death of a joint account owner, the deposits will be subject to additional provisions of this Agreement. The credit union may require closure of any deceased owned accounts to ensure accurate IRS Reporting and NCUA guidelines.

27.

Statutory and Consensual Liens on Shares. By signing an Account Card or other agreement conveying a pledge or security interest in shares, or your use of any accounts or services, you have given the Credit Union a lien on any and all funds ("shares") in all joint and individual share accounts, together with all dividends, regardless of the source of the shares or any individual owner's contributions. This lien secures any account owner's joint and individual obligations to us now or in the future, whether direct, indirect, contingent, or secondary; and has priority over all other claims. You agree that this lien is created and/or impressed as of the first date that any applicable account is opened with us. This lien secures all debts you owe us, including but not limited to those arising pursuant to any loan agreements, or under this Agreement; or arising from any insufficient funds item, fees, costs, or expenses; or any combination or all of the above. You authorize us to apply shares to any obligations owed to us if you default or fail to pay or satisfy any obligation to us, without any notice to any account owner or other party. The Credit Union's rights are immediate and apply to all accounts.

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

29. **Status Quo – Collateral Preservation.** You specifically agree that all shares on deposit constitute collateral for all obligations owed to the Credit Union. You agree that the Credit Union has the right to preserve this collateral, and may use appropriate administrative procedures (including but not limited to placing a temporary hold or "freeze" on such funds) to safeguard such funds if the Credit Union at any time has reason to believe such collateral may be impaired or at risk due to any default, bankruptcy, or breach of any agreement or promise; or as otherwise provided for by our agreements or applicable law, without notice to any owner. In the case of any bankruptcy proceeding, the Credit Union has a right to preserve such collateral as set forth herein as cash collateral and is not required to surrender or turn over such collateral absent the owner's filing any appropriate motions and the entry of an order either providing for adequate protection of the Credit Union's rights in such collateral, or modifying or terminating the automatic stay as to such collateral.

30. **Telephone Requests; Recording Data/Communications and Consent to Communications from the Credit Union.** You agree that funds in any account(s) with us can be transferred upon the telephone request of any signer on the account to another account with us or to any other financial institution. We shall not be responsible for any loss incurred as a result of our acting upon or executing any request, order or instruction we believe to be genuine. Furthermore, we reserve the right to refuse to execute any telephone request or order. You consent that any communications with us or our affiliates may be monitored and recorded. When you access any services we offer/provide, including

online and mobile banking to conduct transactions, the information you enter may also be recorded. By using any services, you consent to such recording. By providing telephone number(s) to us, now or at any later time, you authorize us and our affiliates and designees to contact you regarding your account(s) with the Credit Union and its affiliates at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or by sending prerecorded messages or text messages, even if charges may be incurred for the calls or text messages.

31. Information about Your Accounts and About You. We will only disclose information to third parties about your account(s) or about you as permitted in this Agreement; as permitted by any applicable laws; or when we are attempting to collect an obligation owed to us. ***Surrender of Ownership or Other Status:*** You understand and agree that voluntary surrender or other legal termination of ownership, rights or other status with regard to any account(s) shall terminate all relationships and contractual terms between the you and the Credit Union. This will include, but is not limited to, the termination of all rights to information and/or documentation of any type after the date of surrender.

32. Right to Refuse Instructions/Orders. If you ask us to follow instructions that we believe might expose us to claims, suits, losses, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require a bond or other protections. Under this provision you understand and agree that we may refuse any particular transaction, transaction type or request when we in good faith believe that the transaction or request may: (1) expose the Credit Union to a risk of loss; (2) involve a fraud or scam; (3) be illegal; or (4) otherwise not be in the best interest of the Credit Union.

33. Miscellaneous/Governing Law. This Agreement and your and our rights and obligations under this Agreement and any other relationships to which this Agreement applies, are governed and interpreted according to federal law and the law of the state of South Carolina where your account is located. If you are not sure where your account is located, please contact us. Generally, your account is located in the State of the Credit Union's principle office, which is South Carolina. We reserve the right to transfer your account to another location in another state. If state law and federal law are inconsistent, or if state law is preempted by federal law, federal law governs in all respects. Our website and the electronic services that we provide (excluding linked sites) are controlled by the Credit Union from its principal offices noted above. While you may choose to access our website and electronic services from other locations, we make no representation that any information, materials, or functions included in our website or via our electronic service are appropriate or authorized for use in other jurisdictions. Your access from other locations is made on your own initiative; and you are solely responsible for compliance with any applicable local laws and regulations. Section headings in this Agreement are for convenience of reference only. If any law or judicial ruling renders any term or condition of this Agreement unenforceable, the remaining terms and conditions shall remain in full force and effect. We reserve the right to waive enforcement of any of the terms set forth in this Agreement regarding any transaction or series of transactions. Any such waiver will not affect our right to enforce any of our rights with respect to any owner, user or other applicable person/party; or to enforce any of our rights with respect to other Transactions. Any such waiver shall not modify the terms and conditions of this Agreement.

34. Amendments and Changes. Changes to any account or account service requested by any member or account owner can only be made with the express consent of the Credit Union. The Credit Union, in its sole discretion, may change any term or condition of this Agreement, including the method for determining dividends, at any time without notice except as expressly required by applicable law. If applicable laws provide no express time period, then notice ten (10) days or more in advance of the effective date of any change shall be deemed sufficient.

35. Member Organization or Business Accounts. If the Credit Union determines that any account is used for any business or organizational purpose, such account is deemed to be a "business account" and may be subject to additional fees or other requirements as governed by the Credit Union Business Membership Agreement and Fee Schedule.

36. Multiple Party Accounts. Any or all owners can make deposits or withdrawals regardless of contributions. Each owner guarantees the signature of all other owners; and appoints all other owners as agents. We may accept orders, instructions and requests for future services from any account owner, which shall be binding on all owners. Any individual account owner may withdraw funds, stop payment of items/transactions (regardless of who ordered the payment), transfer or pledge to us all or any part of the shares in any account, and block, terminate or discontinue or close any transaction or service without the consent of the other owner(s). We have no obligation to notify the other account owner(s) of any pledge or other actions, orders or instructions by any owner. Each owner is jointly and severally liable for all returned items, overdrafts or any other obligations owed to the Credit Union as a result of any transaction(s) on a multiple party account, regardless of the drawer, user or authorized user who orders or causes said transaction(s).

Rights of Survivorship: Unless your Account Card specifically indicates otherwise, you agree that it is your intention to create a joint tenancy with the right of survivorship (a form of ownership) in any multiple party account and if one or more of the multiple party owners dies, his or her interest in the account passes to the remaining owners; unless subject to our right of set-off or a pledge of the funds in the account(s), in which case all sums in the account(s) will belong to us regardless of contributions, up to the amount of the obligation(s) owed. We may not release any funds to a survivor until all required legal documents are delivered to us.

37. Payable on Death Designations. Payable on Death ("POD") accounts are governed by your agreements with the Credit Union and applicable state law. A POD account instructs us that the designated account is payable to the owner(s) during their lifetimes; and upon death of the last account owner, is payable to the beneficiary(ies) designated by your Account Card and pursuant to applicable laws, unless subject to our right of set-off or a pledge of the funds in the account(s) in which case all sums in the account(s) will belong to us up to the amount of the obligation(s) owed. During their lifetime, either owner may change any designated beneficiary by written direction to us. If any beneficiary is not of legal age at the time the account(s) are to be paid to beneficiaries hereunder, then said amounts will be paid to the legal guardian of such beneficiaries or as otherwise allowed by applicable law; and upon such payment you agree that we are released from any and all claims and obligations and shall be indemnified per the provisions of paragraph 45 below. If all named POD beneficiaries predecease the owner(s), the applicable funds shall be paid to the estate of

the last surviving owner. It is further agreed that upon the vesting of any interest in any rights of a POD beneficiary all sums payable shall be subject to any right of set-off between us and the POD beneficiary.

38. Uniform Gifts to Minors Act and/or Uniform Transfer to Minor Act ("UGMA/UTMA"). All grantors, custodians and beneficiaries agree to the terms of this paragraph. If you have signed as a custodian for a beneficiary under an applicable UGMA and/or UTMA, your rights and duties are governed by that Act. However, since the 50-states provide varying ages for distribution to the beneficiary; and the grantor, the custodian and/or the beneficiary may move; and you wish to direct when distribution may be made, you have instructed and agreed that when the beneficiary reaches the age of eighteen (18) in all states, the funds in any UGMA/UTMA may be paid or withdrawn by the beneficiary without notice or further action by us as this is the intent of the party establishing this account.

39. Minors' Accounts. For any account established by or for a minor, we reserve the right to require the minor account to be a multiple party account with an owner who has reached the age of majority under state law who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may require that a minor sign the Account Card if the minor can sign his or her own name but may accept the representative signature of the minor's apparent legal guardian or parent (e.g., "Mary Doe by John Doe, Father"). All parties to such an account acknowledge and agree that the minor's apparent legal guardian may make any and all transactions we allow on behalf of a minor. We may require a minor's signature on the Account Card before a minor can make an individual withdrawal on any account but are not required to do so. As a joint owner, you may make payments of funds directly to the minor without regard to his or her minority. Unless an apparent legal guardian or parent is an account owner, the apparent legal guardian or parent shall not have any right to access the account other than in a custodial capacity. We have no duty to inquire about the use or purpose of any transaction by the minor, parent or apparent legal guardian or any account owner. We will not change the account ownership status when the minor reaches the age of majority unless authorized in writing by all account owners. All owners agree that we will automatically change the minor account status to a general membership when the minor reaches the age of majority. All standard account products and services or the continuation of products and services will be available based on eligibility.

Youth Account: An introduction to saving for children ages twelve (12) and under. The present plan period ends upon the minor reaching age thirteen (13).

Teen Advantage Plus (TAP): TAP is a program designed exclusively for teenagers ages thirteen (13) through seventeen (17) to teach the basics of personal financial responsibility. TAP has two levels of services: Basic and Extended. Basic Services provide the fundamental tools for managing personal finances, such as savings and checking. Upon reaching age thirteen (13), all members are eligible for the Basic Services. Extended Services allow TAP members to reach a higher level of financial knowledge and responsibility by establishing their credit with installment loans and credit cards. TAP members must meet certain criteria to qualify for Extended Services. All TAP services, Basic and Extended, must be guaranteed by the minor's apparent guardian or parent. The present plan period ends upon the teen reaching the age of eighteen (18).

40. Custodial and Other Fiduciary Accounts. The Credit Union may open other accounts pursuant to a court order or to facilitate your request for a trust, custodial, probate or other acceptable purposes. We make no representations and give no advice concerning any such accounts and may refuse to open any account or refuse to follow any instruction that may expose us to any expense or liability.

Any individual acting as an agent, guardian, personal representative, trustee, custodian, or in some other fiduciary capacity, must be designated to us as such on the Account Card, as well as any other documentation we may require. We are authorized to follow the directions of any such agent/fiduciary until we receive written notice that the relationship is terminated and have had a reasonable time to act upon the notice. Further, you specifically agree that we are not liable for the misapplication of funds by your agent/fiduciary.

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

42. Club Accounts. The Credit Union offers club plan account(s) to help you save for Christmas, vacations or other purposes. At the end of the club account period, you authorize the Credit Union to pay the balance in your account by depositing the balance into any account designated by you. If paid electronically, this payment is deemed a preauthorized transfer. If you withdraw funds during a period, we may require you to withdraw the entire balance and not allow additional deposits until the following club period. Club periods may be changed by the Credit Union from time to time. Since we plan to make a single withdrawal transaction at the end of a club period, we may charge a transaction fee for any additional withdrawal requests as set forth in the Schedule. There is no penalty for any withdrawal during the first seven (7) days after the account is opened. The present plan is November 1 through October 31 each year.

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

44. **E-Mail and Facsimile Communications.** You acknowledge and agree that the Internet is considered inherently insecure. Therefore, should you undertake to communicate with us via general e-mail, you agree that we have no liability to you whatsoever for any loss, claim, or damages arising from or in any way related to our response(s) to any e-mail or other electronic communication, which we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any e-mail or other electronic communication and may respond to an e-mail at either the address provided with the communication, the e-mail address in your Account Card, or any other application or written communication actually received by us. Any account owner, co-borrower, or authorized user may change the e-mail address that statements or other important notices and information are sent to from us at any time. The Credit Union may not immediately receive e-mail communications that you send. If you provide us with an e-mail address (or multiple) in your Account Card or other documents, you consent that we may use that e-mail address to communicate with you regarding your accounts, loans, services, or other matters including notices we may otherwise send via regular mail. We reserve the right to require any notices from you be submitted to us in writing, and we may refuse to send certain information through unsecured e-mail communications.

45. **Liability; Disputes and Costs and/or Fees.**

General Limitations on Credit Union Liability: We are not liable to you for any loss caused by an event that is beyond our reasonable control including if circumstances beyond our reasonable control prevent us or delay us in performing our obligations with regard to any transaction, including acting on a payment order, crediting any funds transfer to your Account(s), processing an Item or crediting your Account(s). Circumstances beyond our reasonable control include, but are not limited to: a natural disaster; adverse weather conditions; acts of God; acts of terrorism; emergency conditions including any risk of loss to the Credit Union; a legal constraint or governmental action or inaction; strike or stoppage of labor; power failure; the breakdown or failure of our equipment for any reason; the breakdown of any communication or transmission facilities, any mail or courier service; suspension of payments by another party; or any matter resulting in whole or part from your act, omission, negligence or fault.

If your account is subject to any legal or governmental action ("action"), we may pay out funds from your account according to that action or alternatively place a hold on the funds in the account until the matter is resolved. Unless otherwise prohibited, all such actions are secondary to our security interest and statutory lien rights as set forth herein. You understand and agree that you will be charged a research fee for any time spent by our employees (or any affiliated person or organization) addressing: 1) any legal, regulatory or governmental action initiated by any person and/or private or government organization against you or your accounts or for information concerning you or the accounts; or 2) any claim made by you for any transaction that is determined to be authorized. This fee amount is set forth in the Schedule.

If you or any representative or purported representative submits to us any instructions or requests ("instruction") based on a legal document including but not limited to a Power of Attorney, Court Order, Appointment, or Trust, you agree we may not honor such instruction

until such time as we are satisfied of the legality and/or authenticity of the instruction.

You agree that you are responsible for the actions and/or transaction activity of any third persons you appoint or authorize including but not limited to attorneys in fact; representative payees; and custodians for any and all obligations relating or arising from activity on your accounts; and you agree to indemnify and hold the Credit Union harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of or related to any action or claim by any party with respect to the authority or actions taken by persons you appoint or authorize to transact business on your behalf.

If there is a dispute between any person(s) and/or private or government organization over an account, or we are uncertain who is entitled to access an account or the funds in an account ("disputes"), you agree that we may hold the funds in the account and may not release them until all persons or organizations that may claim an interest agree in a writing that meets our requirements addressing what should be done with the account and/or the funds; or until we receive a court order instructing us what to do. You understand and agree that such a hold is beneficial to both you and to us to ensure that only persons or organizations who are entitled to access the account and/or the funds in the account obtain access thereto. Alternatively, in the event of a dispute or uncertainty over who is entitled to access an account or the funds in an account, at our discretion we may deposit the funds in an account with a court and ask the court to resolve the dispute or uncertainty over who is entitled to the funds. In such instances, we may deduct our attorney fees and court costs from the funds in the account to be deposited with the court.

46. **Third Party Documents.** From time to time you may present us with certain documents that the Credit Union is not a party to. Examples include but are not limited to trust agreements, business operating agreements, contracts, court orders such as divorce settlement agreements, etc. The Credit Union may require such documents for a purpose, such as proving the existence of an entity or trust as required by applicable laws. However, the Credit Union is not a party to such agreements and mere possession of these documents does not imply or impute knowledge of the contents of such documents to the Credit Union or its employees.

47. **Costs, Expenses and Attorneys' Fees All Accounts/Services.** All owners of account(s) or service(s) with us agree, jointly and severally, to pay us for all costs and expenses, including attorneys' fees we may incur if: (1) it is necessary for us to bring any legal or other action to collect any sum you owe the Credit Union; (2) we incur any costs or expense as a result of any order or instruction received from any owner or any owner's agent under this Agreement, any adverse claim, legal process; your failure to comply with any obligation in this Membership Agreement or otherwise; (3) we incur any expense as a result of any dispute, adverse or inconsistent claims; (4) we bring any action contemplated in this Agreement; (5) we successfully defend any claim against the Credit Union brought by any owner, agent, personal representative, executor, heir or other party in interest brought via any formal or informal process (including but not limited to arbitration or mediation) involving your accounts or services with us; or (6) we deem it necessary to seek the advice or opinion of legal counsel or other professionals regarding the bona fides or legality of any transaction(s) to/from your accounts or involving any services with us, or any request for information or documentation regarding any of your accounts

and/or services with us. If you are responsible to pay us any costs of collection or legal expenses incurred in collecting any amount you owe; in enforcing or protecting our rights under this Agreement or otherwise; or as provided in this subsection, including but not limited to costs of repossession, repair, appraisal, and all other costs or expenses, you agree to pay us the actual amount of such costs and expenses together with reasonable attorneys' fees. In the case of any collection action you agree that 20% of the unpaid balance or such greater sum as may be appropriate based on the circumstances shall be a reasonable amount, unless applicable law specifically provides otherwise. Further, you agree to pay the Credit Union an additional sum for any costs, legal expenses or attorneys' fees incurred in any appellate, bankruptcy or post-judgment proceedings, except as limited or prohibited by applicable law. Any costs, expenses or fees hereunder will be paid from any of your account(s) with the Credit Union before payment to any owner or other party. If the amounts in your account(s) are not sufficient, then the owner(s) of the affected account(s) or parties to any applicable services will immediately pay any difference.

RESOLVING CLAIMS

ARBITRATION PROVISION

READ THIS ARBITRATION PROVISION CAREFULLY: IT WILL IMPACT HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.

Under the terms of this Arbitration Provision, and except as set forth below, Claims (as defined below) will be resolved by individual (and not class-wide) binding arbitration in accordance with the terms specified herein, if you or we elect it. These provisions shall apply to any claim arising or relating to any Claim existing now or in the future and shall apply to existing and future accounts.

YOUR RIGHT TO OPT OUT; EFFECT OF ARBITRATION.

This Arbitration Provision will apply to you and us and to your account as of the date your account was opened (or, if you are an existing member, as of the date of this Arbitration Provision), unless you opt out by providing proper and timely notice as set forth below. If a Claim is arbitrated, neither you nor we will have the right to: (1) have a court or a jury decide the Claim; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action, private attorney general or other representative action in court or in arbitration; or (4) join or consolidate a Claim with those of any other person.

The terms in this Section shall not limit or constrain our right to self-help remedies, such as the right of set-off or the right to restrain funds in an account, to collect any fees, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies.

This Arbitration Provision will survive the termination of your Membership and Account Agreement. See further details below.

JURY AND CLASS ACTION WAIVER

AS PERMITTED BY LAW, YOU AND WE AGREE AND UNDERSTAND THAT YOU AND WE BOTH GIVE UP THE RIGHT TO TRIAL BY JURY. THIS IS A JURY TRIAL WAIVER.

NO CLASS ACTION OR JOINDER OF PARTIES: YOU AND WE AGREE THAT NO CLASS ACTION, PRIVATE ATTORNEY GENERAL, OR OTHER REPRESENTATIVE CLAIMS MAY BE PURSUED IN ARBITRATION, NOR MAY SUCH ACTION BE PURSUED IN COURT IF EITHER YOU OR WE ELECT ARBITRATION. UNLESS MUTUALLY AGREED TO BY YOU AND US, CLAIMS OF TWO OR MORE PERSONS MAY NOT BE JOINED, CONSOLIDATED, OR OTHERWISE BROUGHT TOGETHER IN THE SAME ARBITRATION (UNLESS THOSE PERSONS ARE JOINT ACCOUNT OWNERS, BORROWERS OR BENEFICIARIES ON YOUR ACCOUNT AND/OR RELATED ACCOUNTS, OR PARTIES TO A SINGLE TRANSACTION, LOAN OR RELATED TRANSACTION). IF THIS SPECIFIC PARAGRAPH IS DETERMINED BY TO BE UNENFORCEABLE, THEN THIS ENTIRE PROVISION SHALL BE NULL AND VOID, BUT ALL OTHER PROVISIONS HEREIN SHALL REMAIN FULLY BINDING.

Definitions

"We," "Us" and "Our." Solely as used in this Arbitration Provision, the words "you" and "yours" mean anyone who signs a Membership Application and Account Card, or similar document. The words "we," "us" and "our" mean the credit union and includes the credit union's employees, officers, directors, volunteers, affiliates, predecessors, acquired entities, successors and assigns.

"Account." For purposes of this Arbitration Provision, the word "account" means any one or more savings, checking or other accounts you have with us and the features and services provided in connection with it or them. The word "savings" means any share or time deposit account you have with us. The word "checking" means any share draft account you have with us. These terms include but are not limited to checking accounts, savings accounts, money market accounts, certificates of deposit, UTMA accounts, and accounts held for trusts. "Account" also refers, collectively and separately, to any services associated with any account. Further, "account" shall include any loan or lending relationship with us as a borrower, co-borrower, guarantor, owner of collateral or third-party pledgor. A loan or lending relationship shall include any products or services obtained in connection with or arising from the lending relationship.

"Claim." A "Claim or claim" subject to arbitration is any demand, cause of action, complaint, claim, asserted right, or request for

monetary or equitable relief, whether past, present or future, and based upon any legal theory, including contract, tort, consumer protection law, fraud, statute, regulation, ordinance, or common law, which arises out of or relates to your Membership Agreement, your deposit account(s) or loan account(s), the events leading up to your becoming an account holder or borrower (for example, advertisements or promotions), any feature or service provided in connection with your account(s), or any transaction conducted with us related to any of your accounts or services. Notwithstanding the foregoing, the term "Claim" excludes: (a) any dispute or controversy about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof, including the Class Action Waiver below (a court will decide such disputes or controversies); and (b) any individual action brought by either party in small claims court or your state's equivalent court, unless such action is transferred, removed or appealed to a different court.

Arbitration Procedures

- a. **Agreement to Arbitrate Claims.** Unless you opt out as provided below, you or we may elect to arbitrate any Claim.
- b. **Electing Arbitration.** If you or we elect to arbitrate a Claim, the party electing arbitration must notify the other party in writing (the "Notice"). Your Notice to us shall be sent to: SRP Federal Credit Union, Attn. Compliance, P.O. Box 6730, North Augusta, S.C. 29861-6730 (the "Notice Address"). Our Notice to you shall be sent to the address for you currently in our files. Any arbitration hearing that you attend will take place in a venue in the county where you reside unless you and we agree otherwise. If a party files a lawsuit in court asserting a Claim and the other party elects arbitration, such Notice may be asserted in papers filed in the lawsuit (for example, a motion by the defendant to compel arbitration of Claims asserted by the plaintiff in a lawsuit filed in court). If you or we commence litigation of a Claim, neither you nor we waive our right to elect arbitration with respect to any counterclaim or other Claim that you or we may make. In the event that a court grants a motion to compel arbitration, either party may commence the arbitration proceeding in accordance with the rules and procedures of the arbitration administrator specified in this section.
- c. **Fees and Expenses of Arbitration.** Arbitration fees shall be determined by the rules or procedures of the Arbitration Administrator, unless limited by applicable law. Please check with the Arbitration Administrator to determine the fees applicable to any arbitration you may file. If the applicable law of the state in which

you opened your Account limits the amount of fees and expenses to be paid by you, then no allocation of fees and expenses to you shall exceed this limitation. Unless inconsistent with applicable law, each of us shall bear the expense of our own attorney, expert and witness fees, regardless of which of us prevails in the arbitration.

- d. **Arbitration Administrator and Rules.** The party electing arbitration must choose between one of two administrators: (1) the American Arbitration Association ("AAA"), or (2) JAMS. The administrator chosen will apply its rules and/or codes of procedures in effect at the time arbitration is elected. You may obtain a copy of the rules and/or codes, and more information about initiating an arbitration, by: (1) contacting AAA at: 1-800-778-7879 or visiting: www.adr.org, or (2) contacting JAMS at: 1-800-352-5267 or visiting: www.jamsadr.com. The arbitrator is bound by the terms of this Agreement. If neither AAA nor JAMS can serve, the parties may agree on another administrator, or a court may appoint one.
- e. **What Law the Arbitrator Will Apply.** The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, or by state or local laws that relate to arbitration proceedings. However, the arbitrator will apply the same statutes of limitation and privileges that a court would apply if the matter were pending in court. In determining liability or awarding damages or other relief, the arbitrator will follow the applicable substantive law, consistent with the Federal Arbitration Act (FAA), that would apply if the matter had been brought in court.
- f. **The Arbitrator's Decision and Award; Attorney Fees.** At the timely request of either party, the arbitrator shall provide a brief written explanation of the grounds for the decision. The arbitrator may award any damages or other relief or remedies that would apply under applicable law, as limited in Section (e) above, to an individual action brought in court. In addition, with respect to Claims asserted by you in an individual arbitration, we will pay your reasonable attorney, witness and expert fees and costs if, and to the extent you prevail, or if applicable law requires us to do so.
- g. **Effect of Arbitration Award; Appeal.** The arbitrator's award shall be final and binding on all parties, except for any right of appeal provided by the Federal Arbitration Act.

Federal Arbitration Act. Your Membership Agreement, Other Services Agreements or Disclosures and Loan Agreements

evidence transactions in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Provision. If a specific law expressly requires otherwise, then that law will apply in place of any of the foregoing without invalidating any other provisions in this Section.

Conflicts; Severability; Survival. This Arbitration Provision is intended to be broadly interpreted. In the event of a conflict between the provisions of this Arbitration Provision and the AAA or JAMS rules, or any other terms of the Membership Agreement, the provisions of this Arbitration Provision shall control. If any part of this Arbitration Provision is deemed or found to be unenforceable for any reason, the remainder shall be enforceable, except as provided by the Class Action Waiver. This Arbitration Provision shall survive: (1) the closing of your account(s) and the termination of any relationship between us, including the termination of your Membership Agreement, and (2) any bankruptcy to the extent consistent with applicable bankruptcy law.

Jurisdiction and Venue. Any action or proceeding regarding this Section, your account or this Membership Agreement & Disclosures must be brought in the state where the Credit Union maintains your account. You submit to the personal jurisdiction of that state. Any action or proceeding will be governed by and interpreted in accordance with the Governing Law Section of this Agreement.

RIGHT TO OPT OUT. You may opt-out of this Arbitration Provision by calling us toll free at: 1-800-237-9829, or by sending us a written notice which includes your name(s), account number(s), and a statement that you (both or all of you, if more than one) do not wish to be governed by the Arbitration Provision in your Account Agreement (the "Opt-Out Notice").

To be effective, your written Opt-Out Notice must be: (1) sent to us by first class mail or certified mail, return receipt requested, at: SRP Federal Credit Union, Attn. Deposit Services, P.O. Box 6730, North Augusta, S.C. 29861-6730, and (2) signed by you (or all of you, if more than one party to any relationship) including the information set forth above. We must receive your telephone call or written notice within forty-five (45) days after either: (i) the date this Arbitration Provision was first delivered or otherwise made available to you, in paper or electronic form, or (ii) the day you open your account, whichever is later. Your decision to opt out will not affect any other provision of your Membership Agreement. If the Arbitration Provision of your Membership Agreement has already been delivered or otherwise made available to you, amendments to your Membership Agreement will not give you a new right to opt out of this Arbitration Provision, unless we amend a substantive clause of the Arbitration Provision.

ELECTRONIC FUNDS TRANSFER (EFT) AGREEMENT AND DISCLOSURES

This section applies to payment orders and funds transfers governed by the Electronic Fund Transfer Act. When you enroll in online or mobile banking or other services, we will provide you the applicable agreements that govern the use of those services ("Online Services"). You agree that these terms shall apply to these other services except where those other agreements expressly provide other or contrary terms.

If you have any questions regarding electronic banking transactions or believe that an unauthorized transaction has occurred, please contact the Credit Union using the contact information provided at the end of this Agreement (see **Important Contact Information**). Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

1. **Types of Transactions.** The following are types of Electronic Funds Transfers we may offer now or in the future, not all of which may apply to your account.

2. **Electronic Funds Transfers Initiated by Third Parties.** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In all cases, these third-party transfers will require you to provide the third party with your account number and bank information. Thus, you should only provide your Credit Union and account number information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- a. **Direct Deposits.** You can arrange for direct deposits to your checking or savings account(s).
- b. **Preauthorized Payments.** You can arrange to pay certain recurring bills from your checking or savings account(s).
- c. **Electronic Check Conversion (ECK) Transaction.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- d. **Electronic Returned Check Charge.** You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds.

3. **Account Access at Automated Teller Machines (ATM).** You may access your account(s) at Credit Union or non-Credit Union ATMs using your ATM card or Visa® Debit card. You may perform the following transactions:

- Obtain balance information
- Make cash withdrawals from accounts
- Transfer funds between select accounts
- Make deposits at designated ATMs that we own using your Visa Debit card

- At non-SRP FCU ATMs you may obtain balance information and make cash withdrawals from checking or savings accounts, depending upon how your account is set up. Additional fees may apply. Refer to item 6. **Fees** further in this section.

Some of these transactions or services may not be available at all ATM terminals. The way your card is set up may also affect what transactions you can perform.

Purchases at Merchants: You may use your Credit Union debit card to make purchases at merchants that accept Visa Debit cards. You may use your Credit Union ATM card and any of your Credit Union debit cards to make purchases by entering your PIN at participating merchants. You may also get cash from a merchant, if the merchant permits. Purchases made with your card will result in debits to your "primary" checking account. These transactions will be itemized on your monthly statement, including the merchant name, location, the date of purchase and the amount of the purchase.

Returns at Merchants: Returns of purchases made with your Credit Union debit card are limited to the daily amounts set forth in the Schedule.

4. **Other Electronic Transactions.** In addition to transactions initiated by using your Credit Union debit card, there are other electronic banking transactions that you may arrange through your account(s). These include:

- Telephone/personal computer activated transfers of funds from your accounts with us to other accounts with us or to third parties. These include but are not limited to transfers made by telephone, online, and mobile banking.
- Automatic transfer of funds between checking and savings accounts.
- Automatic periodic payments to third parties or us from checking or savings accounts (such as monthly mortgage payments, installment loan payments, insurance payments, and utility payments).
- Direct deposit to checking or savings accounts (such as payroll checks and social security payments).
- Electronic check conversions from your checking account using a blank, partial or fully completed personal check at merchant locations.
- Payments made to your account through your Credit Union debit card.
- You can also use any of your Credit Union debit cards to obtain a cash advance from your checking account at any Visa member financial institution anywhere in the world.

5. **Transaction Limitations.**

Limits on Transfers: The terms of your deposit account may restrict the number of withdrawals you may make from your account each month. Restrictions described in this Agreement, the Schedule, and other disclosures and agreements you received at the time your account was opened or when additional products or services were accessed, will also apply to your electronic withdrawals and electronic payments unless specified otherwise.

New Accounts: Generally, you cannot make deposits at a non-Credit Union ATM. If we permit a deposit at an ATM that is not identified as ours with the Credit Union name, your deposit will not be available until the fifth business day after the day of deposit.

Security: For security reasons, there are limitations on the transactions that you may perform with any of your Credit Union debit cards or ATM cards per day. There are limitations on the number of transactions that can be performed per day and the limits may vary. For security reasons we do not disclose these limits. There are limitations on the dollar amount of cash withdrawals at ATMs and/or cash that you receive from merchants over the amount of your purchase. There are also limitations on the total dollar amount of purchases at merchants and/or cash advances at Visa member financial institutions you may perform during each 24-hour period beginning at 4:30 p.m. Central Time. Our standard transaction limits are set forth in the Schedule. We may change these limitations based on periodic risk assessments and we reserve the right to make such changes without notice to you. Transfer limits are also subject to temporary reductions to protect the security of customer accounts or transfer systems.

Debit Card Transactions: When you use your Credit Union Visa Debit card for payment the merchant requests Credit Union to authorize the transaction amount. At the time of the request, we authorize (promise to pay) or decline the merchant's request. If we authorize, we will reduce your Available Balance by the amount of the merchant's authorization request. Some merchants (e.g., hotels, restaurants, gas stations, car rental agencies) request an authorization that is an estimated amount of the anticipated purchase instead of the full purchase amount. As a result, the reduction of your Available Balance may be less or greater than the final debit card transaction amount presented for payment. It is important to note that your Available Balance may change between the time a debit card transaction is authorized and when the debit card transaction is presented for payment.

Debit card authorizations will be reflected as pending transactions from the time we receive the authorization until the merchant presents the item for payment, a completion message is received, or three (3) business days, whichever occurs first. If the debit card authorization has not been presented for payment after three (3) business days, it will be removed from your pending transactions and your Available Balance will no longer be reduced by the authorization amount. Due to prior authorization (promise to pay), if the debit card transaction is presented for payment at a later date, we will pay the item regardless of your Available Balance.

If any debit card transaction results in a negative Available Balance at the time it is presented for payment, even if your Available Balance was positive at the time the debit card transaction was authorized, you may be charged a fee as set forth in the Schedule. For more information on Available Balance please review Sections 2, 10 and 18 of your General Terms and Conditions above in this Agreement. Please know that it is your responsibility to ensure your account has a sufficient Available Balance to cover all transactions you conduct. We recommend keeping a record of your balance and deducting every transaction at the time you initiate it.

6. **Fees.** We may assess fees for electronic funds transfers as set forth in the Schedule. Please refer to the current Schedule for applicable fees. These fees may be changed at any time, subject to our giving you any notice required by law.

ATM Surcharges: When you use an ATM that is not identified as ours with the Credit Union name, you may be charged a fee by the ATM operator or any network used to complete the transfer (and you may be charged a fee for a balance inquiry). You understand and agree that the ATM operator or network may charge multiple fees for multiple transactions (for example, a fee for a balance inquiry and a fee for a withdrawal) during the same ATM session. We have no control over any fees charged by the owner of a non-SRP FCU ATM. We may charge you a fee for using a non-SRP FCU machine as set forth in the Schedule. You acknowledge and agree that we may charge you a fee for a balance inquiry and a fee for a withdrawal conducted during the same ATM session using a non-SRP FCU machine.

7. **Using Your Card for International Transactions.** You may use your Credit Union debit card or ATM card for retail purchases with international merchants, for international cash advances and all transactions performed at international ATMs that bear any of the network logos found on your card. Refer to the Schedule for applicable fees. We may block transactions in certain foreign countries. Contact us at the numbers at the end of this Agreement (see **Important Contact Information**), printed on the back of your access devices or as set forth in the Schedule for more information. Some merchant and ATM transactions, even if you and/or the merchant or ATM are located in the United States, are considered international transactions under the applicable network rules, in which case we will add International Processing Fees to those transactions. You understand and agree that international transactions include Internet transactions (and other transactions) initiated in the United States with a merchant who processes the transaction in a foreign country, and you acknowledge that International Processing Fees may be charged in such situations. The Credit Union does not control how these merchants, ATMs and transactions are classified for this purpose. If the transaction requires a currency conversion, the exchange rate in effect when processed may differ from the rate in effect on the date of the transaction or the date of the posting to your account.

Transactions processed through the Visa® system will be converted according to the applicable rules established by Visa. The foreign currency transaction will be converted to U.S. Dollars by multiplying the amount of the foreign currency times (i) 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 (ii) the government-mandated rate in effect for the applicable central processing date. For transactions processed through other networks, the international currency transaction will be converted by that network in accordance with their rules.

Additional fees may apply. If you need to contact us about your card while outside of the United States, contact us at the numbers listed at the end of this Agreement or printed on the back of your card.

8. **Documentation.**

a. **Terminal Transactions.** You can obtain a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or POS terminal. However, you may not get a receipt if the amount of the transfer is \$15.00 or less.

b. **Preauthorized Credits.** If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same individual or company, you may contact us using the contact information listed at the end of this Agreement (see **Important Contact Information**) to verify whether a deposit has been made. These

transactions will be included on your statements from us, which you will receive at least quarterly.

c. **Periodic Statements.** You will receive a statement or notice of the availability of your statement monthly unless there are no transactions or transfers performed in a particular month. In any case, you will receive a statement or notice at least quarterly for an account to or from which you have arranged for electronic access. In the event your account has become inactive as defined in the General Terms and Conditions above and you have had no electronic activity, you will receive an annual statement.

Electronic Statements: The Credit Union has the capability of capturing your periodic statement electronically ("eStatement") and posting it in a secure manner in SRP Online or the SRP Mobile so that you may retrieve it at your convenience. You have the right to have your statement provided on paper or receive it electronically. If you elect to have your statement presented electronically, we may also send, from time to time, other notices and promotional material. The Credit Union will provide you error-resolution information with each periodic statement.

Authorizing eStatements: You must sign up for eStatements through SRP Online at our website: www.srpfcu.org, or via SRP Mobile. We will consider your request for eStatements to be your agreement that the Credit Union will post your statement in a secure location and notify you via e-mail that your statement is ready for viewing. **We will stop sending paper statements on this account unless you choose to cancel eStatements; however, you can always request a paper copy of the statement be created for you.** See the Schedule for applicable fees for mailed statements and statement copies.

Canceling eStatements: To switch from eStatements back to paper statements, please cancel through SRP Online at our website: www.srpfcu.org, via SRP Mobile, or by contacting us (see **Important Contact Information**). Statement delivery preferences can be managed within SRP Online or SRP Mobile using Digital Self Service. Once paperless delivery is turned off, mail delivery will begin the next statement cycle.

9. **Preauthorized Payments.** If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person you are going to pay ten (10) calendar days prior to the payment date of the amount to be deducted. If the date upon which your payment is scheduled to be deducted changes, the person you are going to pay will notify you seven (7) calendar days prior to the new scheduled date. To confirm the completion of automatic transfers, payments and/or direct deposits, please contact the Credit Union using the contact information provided at the end of this Agreement (see **Important Contact Information**).

Right to Stop Payment of Preauthorized Transfers: To stop a preauthorized electronic payment or transfer, contact us by phone or by mail using the contact information listed at the end of this Agreement (see **Important Contact Information**). You must contact us in time for us to receive your request and to be able to act upon it, which in the case of these electronic payment is at least three (3) business days before the transfer is scheduled to occur. If contact is made verbally, we may require that you put your request in writing and forward it to us within fourteen (14) days of any verbal notification. We are not obligated to honor a stop payment request that does not contain accurate information provided in a timely manner. You understand that

it is necessary to provide the correct information related to the transaction, and that failure to do so may result in the payment of the item. All stop payment requests are subject to payment of a fee as set forth in the Schedule.

Liability for Failure to Stop Payment: If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled to occur and we do not do so, we will be liable for your losses or damages.

10. **Liability for Failure to Make a Transaction.** If the Credit Union does not complete a transaction to or from your account on time or in the correct amount according to our agreement with you, the Credit Union may be liable for your actual losses or damages. However, there are some exceptions to this, which include the following:

- You do not have enough money in your account to make the transaction through no fault of ours.
- The transaction goes over the credit limit on your overdraft line.
- The terminal where you were making the transaction does not have enough cash.
- The terminal or other system was not working properly, and you knew about the problem when you started the transaction.
- Circumstances beyond our control (such as fire, flood or electrical failure) prevent the transaction, despite reasonable precautions that we have taken.
- You have not properly followed instructions for operation of the ATM or system.
- The funds in your account are subject to legal process or another similar encumbrance.
- The transaction would exceed one of the established limits contained in this Agreement or by other Credit Union agreements.
- Access to your account has been blocked after you have reported your access device lost or stolen, or you use a damaged or expired access device.
- The Credit Union has a reasonable basis to believe an access device has been compromised; or that other actions/circumstances cause us to believe there is a possibility of unauthorized activity or other risk involving an access device we have issued.

11. **Authorized Transactions.** We assume that all transactions performed with your Credit Union ATM card or any of your Credit Union debit cards and/or your personal identification number (PIN) are authorized unless you promptly notify us to the contrary. If you intentionally provide another person with the means to perform electronic banking transactions using your account, any resulting transactions will be treated as if they were performed and authorized by you. Such treatment will continue until you verbally notify the Credit Union that the other person is no longer authorized to use your card and/or PIN (in which case the card and PIN and/or account will have to be deactivated). You may also write to us, but your revocation of authority will not be valid until we actually receive it and have an

opportunity to act upon it. We will have no obligation until notice is actually received by us.

12. **Unauthorized Transactions and Lost or Stolen Cards/Access Devices.** An unauthorized transaction is one that another person conducts without your permission and from which you receive no benefit. In order to avoid unauthorized transactions, please observe the following basic precautions:

- Do not keep your Credit Union ATM or debit card and personal identification number (PIN) together. Do not write your PIN on your card.
- Do not provide your card or reveal your PIN to another person. If you do so, you authorize that person to conduct transactions using your card or PIN. You are liable for that person's transactions until you notify Credit Union that the person is no longer authorized to use your card or PIN.
- Notify the Credit Union of the loss, theft, or unauthorized use of your card or PIN.
- Notify the Credit Union if you think an electronic banking transaction is incorrectly reported on a receipt or statement.

Failure to promptly notify the Credit Union of the loss, theft, or unauthorized use of your card or PIN will result in inconvenience to you and will hinder the efficient operation of your account. It may also affect your liability for transactions. You must notify the Credit Union by phone, in person, or by mail using the contact information provided at the end of this Agreement (see **Important Contact Information**).

Credit Union Fraud Reporting: Contact the Credit Union using the contact information provided at the end of this Agreement (see **Important Contact Information**) to report fraud or unauthorized activity.

We reserve the right to cancel, block, and not renew your access device for any reason, with or without prior notice. Reasons for suspension of access may include, for example: Detection of suspicious or fraudulent activity; Lack of usage; Misuse; or Access devices returned as undeliverable by postal service.

13. **Consumer Liability for Unauthorized Transactions.** Tell us AT ONCE if you believe any access device or code has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account (plus your maximum overdraft line of credit). You are responsible for all transfers you authorize using an EFT service under this Agreement. If you permit other persons to use an EFT service or your access device, you are responsible for any transactions they authorize or conduct on any of your accounts. If you tell us within two (2) business days, you can lose no more than \$50 if someone uses your card or PIN without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your card or PIN, and we can establish that we could have stopped someone from using your card or PIN without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can establish that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as extended travel or hospitalization) kept you from telling us, we may extend these time periods. If you believe that your access device or code has been lost or

stolen or that someone has transferred or may transfer money from your account without your permission, call or write us using the contact information listed at the end of this Agreement (see **Important Contact Information**). **Special Rule for Debit VISA® Purchases:** For Debit Visa card purchases, you will generally have no liability for unauthorized purchases. However, if we determine that the unauthorized transactions occurred because of your gross negligence or fraud, these special limitations on liability may not apply, up to \$500.

14. **Business Days and Daily “Cut-Off” Limits.** Please refer to the Schedule.

15. **Confidentiality.** As permitted by law, we will disclose information to third parties about your account or the transactions you make: (1) as necessary to complete transactions; (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; (3) in order to comply with government agency or court orders; (4) if you give us your written permission; or (5) according to our privacy pledge, which generally permits us to share information with companies that perform marketing or other services on our behalf. Please refer to the Privacy Policy located at the end of this Agreement for more information regarding our privacy procedures.

16. **Error Resolution Notice.** In case of errors or questions about your electronic transfers, call us at the telephone numbers provided or write us at the address listed at the end of this Agreement as soon as possible (see **Important Contact Information**). You may also securely contact us through our Message Center within SRP Online or SRP Mobile. (For any errors involving a line of credit account, you must review your Loan Agreement and Disclosure and/or Visa Credit Card Agreement for a description of your rights.) We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. You should provide the following information:

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

If you tell us verbally, we may require that you send us your dispute or question in writing within ten (10) business days to the address listed on the contact page contained at the end of this Agreement (see **Important Contact Information**). We will determine whether an error occurred within ten (10) business days after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your dispute or question. If we decide to do this, we will credit your account within ten (10) business days of receiving the error notice, for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your dispute or question in writing and we do not receive it within ten (10) business days, we may not provisionally credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your dispute or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a

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

Special Rules for Provisional Credit for Visa Debit Card Transactions: If you believe a Visa Debit card transaction was unauthorized, we will recredit your account within five (5) 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 in writing, we need not recredit your account, or we may reverse any credit previously made to your account, until we have received it. We may withhold provisional credit, to the extent allowed under applicable law, if the delay is warranted by the circumstances or your account history.

17. **Notice of ATM/Night Deposit Facility User Precautions.** As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful:

- Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
- Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Do not leave them at the ATM or night deposit facility because they may contain important account information.
- Compare your records with the account statements you receive.
- Do not lend your ATM card to anyone.
- Do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
- Protect the secrecy of your Personal Identification Number (PIN). Protect your card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
- Prevent others from seeing you enter your PIN by using your body to shield their view.
- If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
- Be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.

- Do not accept assistance from anyone you do not know when using an ATM or night deposit facility.
- If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
- Do not display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
- At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.

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

18. **Account Updating Service.** The card payment processing network (e.g., Visa, Mastercard) in which we participate has an account updating service in which your card is automatically enrolled. When your card(s) expire, are lost or stolen and new cards are issued, the service may update your card data such as card numbers and expiration dates to the processing network's database. Participating merchants to whom you have authorized recurring payments may access this database in an attempt to facilitate uninterrupted processing of your recurring charges. Updates are not guaranteed to be made before your next payment is due and not all merchants participate in the service; it is your responsibility to make your payments until recurring payments can be resumed. This service is provided as a free benefit to you. The Credit Union has no responsibility for the accuracy or timeliness of the account updating service or its database. If at any time you wish to opt-out of the account updating service or if you have any questions, please call (803) 278-4851 or toll free at 1(800) 237-9829 to do so.

WIRE TRANSFER AGREEMENT AND DISCLOSURE

1. **Summary and Definitions.** The following rules shall apply to all wire transfer services provided by the Credit Union. This Wire Transfer Agreement supersedes any inconsistent terms contained in any other or prior agreements and any previous Wire Transfer Notice or Request. This Agreement governs the movement of funds by means of funds transfers defined in Article 4A of the Uniform Commercial Code (UCC), and Subpart B of Regulation J of the Board of Governors of the Federal Reserve System (generally referred to as "Fedwire" or "wholesale" wire transfers). This Agreement does not apply to any transaction or any part of any transaction governed by the Electronic Funds Transfer Act and Regulation E except as expressly provided otherwise in the Electronic Funds Transfer Act and Regulation E. Further, to the extent that this Agreement varies from any provision of Article 4A or Regulation J, this Agreement shall govern except where specifically prohibited by applicable law. This Wire Transfer Agreement is subject to modification, amendment and/or termination upon the

lesser of five (5) days written notice to you or such other notice specifically required by applicable law.

2. **Services Available.** You authorize us to transfer funds in accordance with your request(s) to and from your account(s) with us, or to and from another institution or person. Transfers shall be made according to any security procedures we deem appropriate or as specifically agreed upon as provided herein. We may debit any of the accounts you designate as a source of payment for funds transfers and any related fees and service charges. We will have no obligation to accept or execute any payment order if (1) the account(s) from which it is to be made does not contain sufficient available collected funds; (2) the payment order is not authorized or does not comply with applicable security procedures; or (3) acting in good faith we have cause for rejecting the payment order. We may also accept on your behalf payments to your account(s); and such transfers shall be subject to the terms in this section and in this Membership Agreement.

3. **Person(s) Authorized to Make Transfers.** You agree that you, any owner of an account, or any person authorized by a written instrument by you or any other owner that is acceptable to us, may initiate, request, cancel, amend or verify transfers on your account(s). We may rely on the authority of any person(s) designated by you or any joint owner until we receive written notice revoking or modifying that authority.

4. **Security Procedure(s).** When a payment order is issued by an account owner, the Credit Union's security procedure may involve use of identification methods that may include photo identification requirements, signature verification, data/password verification, use of a personal identification number, and/or callback procedure by us. In certain situations, some or all of the above may be required. You agree that the security procedures established hereunder which we elect to utilize in any particular transaction are commercially reasonable and you agree to comply in all respects with such procedures. You may choose not to allow outgoing funds transfers on your accounts by informing us in writing, in person, by phone, or securely through our Message Center within SRP Online or SRP Mobile, and we shall honor each request if given within a sufficient time on a business day to allow us to accommodate the request. If you have chosen not to allow funds transfers on your account, you may reinitiate the service via the same methods as for disallowance. You authorize us to record any telephone communications regarding any transfer order, which we may maintain for any period of time we deem appropriate.

5. **Time Limitations for Acceptance of Orders.** We may establish and change cutoff times for the receipt and processing of funds transfer orders, amendments or cancellations. For the services subject to this Agreement, our daily cutoff times are set forth in the Schedule. Any request for a transfer after this time will be processed on the next business day we are open. Your request for transfer(s), amendment(s) and cancellation(s) is considered accepted when executed by us.

6. **Cancellation or Amendment of Transfer Request(s).** You may not be able to cancel or amend a request after it is received by us. However, we may, in our sole discretion, use reasonable efforts to act on your request for cancellation or amendment. Any request for cancellation or amendment is subject to applicable security procedure(s). We shall have no liability if such cancellation or amendment is not affected. Furthermore, you shall be solely liable for any and all damages arising or related to any amendment or cancellation; and agree to indemnify and hold us harmless from any and

all liabilities, costs and expenses we may incur in attempting to cancel or amend any transfer.

7. **Account Owners Instructions Identifying Beneficiary or Financial Institution.** You acknowledge and agree that when you provide us with the name and account number when requesting a transfer, that payment may be made solely on the basis of the account number even if the account number identifies a beneficiary different from the beneficiary named by you. Further, payment instructions identifying a beneficiary's financial institution name, routing and transit number may result in payment solely on the basis of the routing and transit number even if the name of the institution does not correspond to said numbers. You further agree that your obligation to pay the amount of the wire transfer to us is not excused in such circumstances. Likewise, wire transfers received by us for your benefit may be paid by us solely on the basis of account number.

8. **Account Statements and Notices.** All transfers subject to this Agreement will be reflected on your periodic account statement(s). Notification of receipt of all such transfers will be provided by including such item in the periodic account statement(s) we provide to you. You may inquire whether a specific transfer has been received at any time during our normal business hours. You agree to review each statement or other notice for any discrepancies in connection with transfers. If you think a transfer is not authorized, wrong, or if you need more information about a transfer, you must contact us in writing upon discovery of the error or within sixty (60) days after you receive the first notice or statement that reflects the discrepancy you allege, whichever is earlier. Failure to do so will relieve us of any obligation to pay interest or otherwise compensate you for the amount of any unauthorized or erroneous transfer.

9. **Method Used to Make the Wire Transfer.** We may select any means for the transmission of funds we consider suitable, including but not limited to the Credit Union's own internal systems or Fedwire. Any subsequent financial institution may also use Fedwire. Any use of Fedwire shall be governed by applicable Fedwire regulations. The Credit Union is not responsible for performance failure as a result of an interruption in transfer facilities, labor disputes, power failures, equipment malfunctions, suspension of payment by another party, refusal or delay by another financial institution to accept the transfer, war, emergency conditions, fire, earthquake or other circumstances not within our control.

10. **Limitation of Credit Union's Liability.** In addition to any defense or exception from liability provided under applicable law, we shall only be responsible for performing the funds transfer service provided in this Agreement pursuant to the instruction you give (when acceptable to us and under applicable law), and shall be liable only for our failure to act with "ordinary care" or if we act with willful misconduct, which failure or willful conduct is the proximate cause of such liability. However, our liability in any such case shall be limited to actual damages; and in no matter or case shall we be liable for any special, indirect, exemplary, consequential, or punitive damages (including lost profits). Further, we shall in no case be responsible for the payment of any attorneys' fees or other legal expenses. If we become obligated to pay dividends to you under applicable law, you agree that the dividend rate shall be equal to the dividend rate applicable to the account on which the transfer was made. If you make a request, which instructs us to wire funds to any foreign country, we have no liability arising or relating to length of time necessary to

complete such transactions provided we have acted with ordinary care; and without willful misconduct.

11. **Your Liability to the Credit Union.** You shall be liable to us for and shall indemnify and hold us harmless from any and all claims, causes of action, damages, expenses (including reasonable attorney's fees and other legal expenses), liabilities and other losses resulting from acts, omissions, or provision of invalid or inaccurate data by you.

12. **Provisional Payment.** We may, in our sole discretion, give you a credit for automated clearing house (ACH) payments or wire transfers before we receive final settlement of the funds transfer. We reserve the right to reject any such payment or transfer without liability to you. Any such credit is provisional until we receive final settlement. If we do not receive such settlement, we are entitled to a refund from you in the amount provisionally credited.

13. **Fees.** We will charge you fees and you agree to pay for the services in this Wire Transfer Agreement as set forth in the Schedule; and as otherwise set forth herein and in this Membership Agreement.

14. **Termination.** The Credit Union may terminate this Agreement with or without cause by giving thirty (30) days' prior written notice. Notwithstanding the foregoing, we may terminate this Agreement immediately at any time upon telephone notification to you if (i) we reasonably deem the Credit Union insecure; (ii) you have breached this Agreement; or (iii) we become aware of information, which may indicate illegal or improper transactions. In addition, we require thirty (30) days' notice from you to discontinue a "recurring funds transfer" that was previously authorized by you.

THE AVAILABILITY OF FUNDS YOU DEPOSIT WITH THE CREDIT UNION

Please read all provisions carefully in order to fully understand when funds may be available from certain deposits.

Important Note: The amounts stated below are adjusted pursuant to applicable federal laws every five years. The amounts that can adjust are: (1) the amounts that must be made available to you immediately; (2) the amounts we must make available to you immediately if we choose to delay availability for an extra day; and (3) the amounts of large deposits and the amounts subject to the special rules for new accounts.

This Disclosure applies to all "transaction" accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your accounts are covered by these rules.

Funds "availability" means your ability to withdraw funds from your account, whether those withdrawals are to be in cash, by check, automatic payment, or any other method we offer you for access to your account. If deposited funds are not "available" to you on a given day, you may not withdraw the funds in cash and we may not use the

funds to pay items that you have written or honor other withdrawals you request. If we pay items that you have written or honor other withdrawals before funds are available to you, we may charge a fee for this.

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

1. Determining the Availability of a Deposit – All Accounts.

The day funds become available is determined by counting business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit in person before our "cutoff time" on a day that we are open, we will consider that day to be the day of your deposit for the purposes of calculating when your funds will become available. All deposits or transactions received after the cutoff time, via night depository or received on a day that we are closed for business, will be treated as if received on the next business day that we are open, unless differently disclosed.

Cut-off Times: Our cutoff times are set forth in the Schedule.

Deposits sent by mail are considered deposited on the business day it arrives, if it arrives by the cutoff time at the branch of deposit.

2. Immediate Availability for Certain Items. The following types of deposits will usually be available for withdrawal immediately:

- U.S. Treasury checks that are payable to you;
- Electronic direct deposits;
- Wire transfers;
- The first \$225 (or such greater amount as allowed by annual adjustments to Regulation CC) from the aggregate of all other deposits made on any given day.

If you made the deposit in person to one of our employees, funds from the following deposits will usually be available on the same business day of your deposit:

- Cash;
- Checks drawn on us;
- State and local government checks payable to you;
- Local payroll, cashier's, certified, and teller's checks payable to you;
- Federal Reserve Bank checks and Federal Home Loan Bank checks payable to you;
- U.S. Postal Money Orders, and traveler's checks payable to you.

Our general availability policy is to make the first \$225 of your deposits available on the day of your deposit. The remaining funds will usually be available on the second business day after the day of your deposit. For example, if you deposit \$900 in checks on Monday, \$225 of the deposit is available on Monday. The remaining \$675 is available on Wednesday.

3. Deposits at Automated Teller Machines (ATM).

Our ATM Machines: If you make a deposit at an ATM identified as ours with the Credit Union's name, your deposit will generally be available on the second business day after the day of deposit or when funds can be verified subject to our hold policy.

4. Longer Delays May Apply. In some cases, we will not make all of the funds that you deposit available to you as provided above. The first \$225 (or such greater amount as allowed by annual adjustments to Regulation CC) of your deposits will generally be available no later than the first business day after the day of deposit, and usually immediately. 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, or soon after as reasonably practical, and will tell you when the funds will be available. If your deposits are not made directly to one of our employees or if we decide to take this action after you have left the premises, we will mail you the notice by the next business day after we receive the deposit.

If you need funds from a deposit right away, you should ask us when the funds will be available. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of communication or computer equipment.
- You deposit checks totaling more than \$5,525 (or such greater amount as allowed by annual adjustments to Regulation CC) on any one day.

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. The funds will generally be available no later than the seventh business day after the day of your deposit.

5. Special Rules for New Accounts. If you are a new member, the following special rules may apply during the first thirty (30) days your account is open.

Funds from cash and electronic direct deposits to your account will be available on the day we receive the deposit.

Funds from wire transfers, and the first \$5,525 (or such greater amount as allowed by annual adjustments to Regulation CC) of a day's total deposits of U.S. Treasury, cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available no later than the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you and deposited in person to one of our employees. The excess over \$5,525 will be available by the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 may not be available until the second business day after the day of deposit.

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

may apply in certain situations. If we do so, we will provide you with a hold notice at the time of deposit or when we learn that we will hold the funds from the deposit.

6. **Cashing Checks.** 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 item we cashed would have been available if you had deposited it.

7. **Other Accounts.** 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 day the deposited item would have been available if you had deposited it, which will generally be the first business day after the day of deposit.

8. **Foreign Checks.** Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposit of foreign checks will be delayed for the time it takes us to collect the funds from the financial institution upon which it is drawn. Foreign checks with no routing numbers and payable in foreign currency are not accepted for deposit. These items must be sent as a collection item. Only foreign checks payable through a U.S. financial institution with routing numbers and payable in U.S. dollars will be available subject to the schedule described in this disclosure.

9. **Shared Branching.** With respect to items deposited at shared branch locations (meaning branches of credit unions other than this Credit Union that accept deposits for our members through participation in a shared branch network), funds will be available as stated in this disclosure with the addition of the following exceptions:

- **Your Ability to Withdraw Funds:** Our policy is to delay the availability of funds from non-cash deposits that are accepted at a shared branch location. During the delay, you may not withdraw the funds in cash, and we will not use the funds to pay checks that you have written or other withdrawals you have authorized.
- Foreign checks will not be accepted at a shared branch.
- **Shared Branch Transaction Limits:** The shared branch that you are visiting may impose withdrawal limits.
- All Transactions with the Credit Union are subject to our policies and procedures – including security, identification, Bank Secrecy Act, and all other applicable laws, rules and regulations.
- **Share Insurance:** Although deposits with this Credit Union are federally-insured, not all credit unions served by the teller may be federally insured. You should contact your credit union to determine if your deposits are insured.

TRUTH-IN-SAVINGS ACT DISCLOSURE – SHARE SAVINGS AND SHARE DRAFT (CHECKING) ACCOUNTS

1. **Rate Information.** The dividend rate and Annual Percentage Yield (“APY”) on your accounts are set forth in the Truth-in-Savings Act Rate Sheet (“Rate Sheet”) provided with this Agreement. The dividend rate and APY may change each dividend period as determined by the Credit Union’s Board of Directors.

2. **Compounding and Crediting.** Dividends will be compounded and will be credited as set forth in the Rate Sheet. The Dividend Period (“period”) for each of your accounts is set forth in the Rate Sheet. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period. If your account is closed or you make a withdrawal during a dividend period before dividends are credited, you may not receive uncredited dividends that have accrued.

3. **Balance Information.** Any minimum deposit to open an account, and the minimum average daily balance you must maintain to avoid service fees and to earn the annual percentage yield stated for your account is set forth in the Rate Sheet.

“Daily Balance Method”: Dividends are calculated by daily balance method which applies a daily periodic rate to the principle balance in the account each day.

Accounts with Minimum Balance Requirements: If you fail to maintain the minimum balance required to earn the dividend rate and annual percentage yield for any account as set forth in the Rate Sheet, then you will not earn the dividend rate and annual percentage yield for the period in which you do not meet this requirement.

4. **Accrual of Dividends.** Dividends will begin to accrue on the business day you deposit non-cash items (e.g. checks) to your account. Dividends will begin to accrue on cash deposits on the business day you make the deposit to your account.

5. **Transaction Limitations for All Share Savings Accounts.** Limitations are set forth in the first section of this Agreement entitled “Membership, Account and Account Services Agreement.”

Additional Limitations for IRA Savings Accounts: You are solely responsible for complying with any requirements including transaction limitations and penalties for early withdrawal under the Internal Revenue Code or other applicable Federal or State law governing any IRA or other Credit Union accounts. Deposits are not limited. Transfers to a Credit Union IRA Certificate are allowed subject to applicable law; and the minimum balance requirements and other restrictions applicable to the Certificate Account. If contributions are made by payroll deduction, automatic transfer or electronic transfer, they will be applied to current year contributions only. In order for us to accommodate prior year contribution in the current year, we must have a signed contribution form.

6. **Excessive Transaction Fees.** Savings account transactions are limited to three (3) per calendar month. Additional transactions during a month will cause a fee, as set forth in the Schedule, to be imposed.

TERM SHARE CERTIFICATE ACCOUNTS – SHARE CERTIFICATE AND IRA CERTIFICATE ACCOUNTS

1. **Rate Information.** The dividend rate and annual percentage yield on your account are stated in the Rate Sheet and/or your Term Share Certificate. The annual percentage yield reflects the dividends to be paid on your account based on the dividend rate and the frequency of compounding for an annual period. For Fixed Rate Share Certificate and Fixed Rate IRA Certificate Accounts the dividend rate and annual percentage yield are fixed and will be in effect for the term of the account. For Variable Rate Share Certificate and Variable Rate IRA Certificate Accounts the dividend rate and annual percentage yield are variable and may change each dividend period based on the determination of the Credit Union's board of directors. The annual percentage yield assumes that dividends will remain on deposit until maturity. Any withdrawals will reduce your earnings. See paragraph 9 of this section regarding changes in terms and changes upon maturity.

2. **Compounding and Crediting.** Dividends will be compounded and credited as set forth in the Rate Sheet. The Dividend Period ("period") for each account is set forth in the Rate Sheet. The period begins on the first calendar day of the period and ends on the last calendar day of the period.

3. **Minimum Balance Requirements.** The minimum opening deposit required to open any Term Share Certificate Account is set forth in the Rate Sheet. You must maintain an average daily balance equal to or greater than the minimum opening deposit to earn the annual percentage yield and avoid any service charges set forth in the Schedule.

4. **Balance Computation Information.**

"Daily Balance Method": Dividends are calculated by the daily balance method which applies a daily periodic rate to the principal balance in the account each day.

5. **Accrual of Dividends.** Dividends will begin to accrue on the business day you make a deposit to your account. Once dividends are credited to a certificate account, it becomes principal.

6. **Transaction Limitations.** In addition to any other applicable limitations described in this Agreement, after a Term Account is opened you may not make deposits into the account before maturity. You may not make withdrawals of dividends from your Share Certificate account before maturity unless you arrange for dividend payments at account opening, if allowed by the Credit Union. Withdrawals from your IRA are permitted at age 59 ½ without penalty.

7. **Maturity Date.** Your account will mature on the date stated in your Certificate or any Renewal Notice the Credit Union provides to you.

8. **Early Withdrawal Penalties – All Certificate Accounts.** You agree to leave the principal of this account on deposit for the full term stated in your Certificate. If all or part of the principal is withdrawn before the maturity date, the Credit Union may charge you a penalty. Withdrawal of the principal amount of your Certificate may be made only with the consent of the Credit Union. Unless stated otherwise, the penalty assessed for early withdrawal is based on the length of the term: 90 days or three months of interest if the certificate term is less than one year; 180 days or six months of interest if the certificate term is between 12 and 47 months; one year of interest if the certificate term is 48 months or more. The penalty may be calculated at the rate paid on

the deposit at the time of the withdrawal. The penalty will, if necessary, be taken from the principal amount of the deposit. The Credit Union may grant a premature withdrawal request without penalty or with a reduced penalty in the event of the owner's death or legal incompetence; or if your account is an IRA account and the account is revoked within seven (7) days after the IRA Disclosure Statement is received; or when the account is an IRA account and the owner qualifies pursuant to applicable law.

9. **Renewal Policy.** Unless you instruct the Credit Union otherwise, your certificate account will automatically renew at maturity. You have a grace period of ten (10) days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty. However, the Credit Union reserves the right to give the owner written notice that the account will not be renewed. In the latter case, upon maturity the account will be converted to a regular share account and receive earnings at the rate then paid on regular share deposits. The rate of earnings for any renewal terms shall be at the rate the Credit Union is then offering on the same accounts in this class. If you instruct us not to renew your account, then no dividends will be paid after the stated maturity date. Upon renewal the rate then applicable to the term will be paid.

Deceased Member Accounts: If a member single owner or all owners of a multiple party account die prior to the renewal date, the certificate will not be renewed and will be transferred to the members' savings account; or if no such account matching the ownership is open, then to a general ledger account pending estate resolution of the account.

10. **Partial Withdrawal.** No partial withdrawal will be permitted at any time that would result in a principal balance of less than the required minimum opening deposit.

11. **IRA/Share Certificate Options.** The owner of a Certificate Account may upgrade their account to a higher dividend rate, provided a higher dividend rate is offered by the Credit Union. This option must be requested by a member on a form provided by us.

12. **Special Share Certificate Promotions.** Occasionally the Credit Union will offer Special Share/IRA Certificates. Due to the special rates of these certificates the following restrictions will apply: (1) the certificates will not automatically renew and will cease earning dividends once they reach maturity; (2) you must provide us with your instructions regarding withdrawal or transfer of the balance. Other restrictions may apply and will be provided with the certificate.

COMMON FEATURES OF ALL ACCOUNTS

1. **Nature of Dividends.** The Credit Union pays dividends from current income and available earnings, after required transfers to reserves at the end of the dividend period, thus dividends are not guaranteed. The Dividend Rate and Annual Percentage Yield set forth in the Rate Sheet are prospective rates and yields the Credit Union anticipates paying for the applicable dividend period.

2. **National Credit Union Share Insurance Fund.** Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund.

3. **Limitations on Maximum Shares Held by One Member.** The Credit Union's Board of Directors may limit the maximum number of

shares one member may hold by resolution, which they may set or change from time to time.

4. **Transfer and Assignment.** OWNERSHIP OF AN ACCOUNT IS NOT TRANSFERABLE WITHOUT THE WRITTEN CONSENT OF THE CREDIT UNION. The Credit Union may, before giving its consent, use any of the funds in this Account to repay any debt due from any named Account owner. Your Accounts may be pledged to secure your existing or future obligations owed to this Credit Union.

5. **Fees and Charges.** The fees and charges set forth in the Schedule may be assessed against your account(s).

6. **Par Value Requirements.** The Par Value of a membership share, which must be fully paid to become a member or maintain membership, or to receive and maintain any accounts or services with

us, is set forth in the Rate Sheet. The sum of your membership share shall be paid into and retained in your share savings or other appropriate account. The par value can only be withdrawn upon an express request from you but is otherwise available for payment of your obligations to us and others.

7. **Transaction Limitation on All Accounts.** No member may withdraw any amount on deposit below the amount of their primary or contingent liability to the Credit Union if they are delinquent as borrower, co-maker, or guarantor, without the Credit Union's written permission. Further, if your account(s) are pledged to us to secure any loan obligation, then you must pay, or, with our permission, renew the loan before any principal or dividends may be withdrawn or transferred. If we allow you to renew a loan secured by such a pledge, you may be required to renew any pledged account or leave the funds on deposit with us until the loan is paid or we specifically release the funds.

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Rev 06/2017

FACTS

WHAT DOES SRP FEDERAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

Why?

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

What?

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

- Social Security number and income
- Account balances and payment history
- Transaction history and credit history

When you are *no longer* our member, we continue to share your information as described in this notice.

How?

All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons SRP Federal Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does SRP Federal 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	No
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?

Call 800.237.9829 or go to www.srpfcu.org

**Who we are****Who is providing this notice?**

SRP Federal Credit Union and SRP Insurance Services, LLC.

What we do**How does SRP Federal 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.

How does SRP Federal Credit Union collect my personal information?

We collect your personal information, for example, when you

- Open an account or deposit money
- Pay your bills or apply for a loan
- Use your credit or debit card

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- Sharing for affiliates' everyday business purposes—information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

What happens when I limit sharing for an account I hold jointly with someone else?

Your choices will apply to everyone on your account.

Definitions**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include financial companies, such as SRP Insurance Services, LLC.*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *SRP Federal Credit Union does not share with nonaffiliates so they can market to you.*

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include insurance, investment, and financial services companies.*

Modification. The Credit Union reserves the right to modify, change or amend this Privacy Policy and Agreement at any time without notice other than as expressly required by applicable law.

What Members Can Do to Help. Protect your account numbers, card numbers, PINs (personal identification numbers), and passwords. In particular, never keep your PIN with your debit card or credit card, as that makes you vulnerable in the event you lose your card or your card is stolen. Use caution in revealing account numbers, social security numbers, etc. to other persons. If a caller tells you he/she is calling you on behalf of the credit union and asks for your account number, you should beware. Legitimate credit union staff would already have access to that information. It's important that the credit union has current information about how to reach you. If we detect potentially fraudulent use of your account, we will attempt to contact you immediately. If your address, e-mail address or phone number changes, please let us know.

IMPORTANT CONTACT INFORMATION

Physical Address:

SRP Federal Credit Union
Administrative Campus
1070 Edgefield Road
North Augusta, South Carolina 29860

Mailing Address:

SRP Federal Credit Union
PO Box 6730
North Augusta, South Carolina 29861-6730

Local Telephone Number(s):

(803) 278-4851 (North Augusta, Aiken, Augusta)
(803) 259-2781 (Barnwell)
(803) 637-6620 (Edgefield)

Toll Free:

1(800) 237-9829

Contact Center Hours:

Monday & Tuesday 8:30 am to 5:30 pm
Wednesday 8:30 am to 12:00 pm
Thursday & Friday 8:30 am to 6:00 pm

Website:

www.srpfcu.org

TYME Line

Local Number(s):

(803) 278-5590
(803) 648-9340

Toll Free:

1(800) 554-TYME

SRP Online, SRP Mobile or TYME Line Inquiries

Local Number:

(803) 278-4851

Toll Free:

1(800) 237-9829

FaceTime:

srpphonecenter@icloud.com

Skype:

srpphonecenter
srpphonecenter2

Inquiries, questions or reporting lost or stolen cards, PINs, etc., telephone or write us at:

SRP Federal Credit Union
PO Box 6730
North Augusta, South Carolina 29861-6730

(803) 278-4851 or Toll Free 1(800) 237-9829.

After business hours call the appropriate toll-free number listed below:

1(866) 559-4717 to report a lost or stolen Visa Debit card.

1(800) 449-7728 to report a lost or stolen Visa credit card.

Direct All Other Reports, Requests and Inquiries to:

SRP Federal Credit Union
PO Box 6730
North Augusta, South Carolina 29861-6730

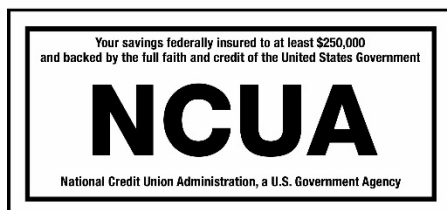


EXHIBIT D

to

**Declaration of Douglass Morris in
Support of Motion to Compel
Arbitration, or in the Alternative Motion
to Dismiss Plaintiffs' Amended
Consolidated Complaint Under Rules
12(b)(1) or 12(b)(6)**

Case No. 1:24-cv-07476-CMC

Case No. 1:24-cv-07519-CMC

Case No. 1:24-cv-07537-CMC

Case No. 1:24-cv-07671-CMC

Case No. 1:24-cv-07695-CMC

Case No. 1:25-cv-00210-CMC

Case No. 1:25-cv-00312-CMC

July 2023 Change in Terms



A TRUE COPY

ATTEST: ROBIN L. BLUME, CLERK

BY:

Amelia D. Hilley

DEPUTY CLERK

IMPORTANT INFORMATION REGARDING YOUR ACCOUNTS

SRP Federal Credit Union has recently made updates to your Membership Agreement and Business Membership Agreement. A summary of these changes is provided below. Please review these changes carefully. These updated terms will become effective August 1, 2023.

OVERVIEW OF CHANGES TO THE CONSUMER & BUSINESS MEMBERSHIP AGREEMENTS:

Membership Agreement Section	Business Membership Agreement Section	Description of Change
MEMBERSHIP, ACCOUNT & ACCOUNT SERVICES AGREEMENT	ACCOUNT AGREEMENT FOR BUSINESS ACCOUNTS	Added language to address the potential reassignment of account numbers, access devices, and other related matters in cases of fraud.
		Added clarifying language that SRP may stop sending electronic statements and will send paper statements by mail if there is any reason to believe the electronic statements may not be received.
		Added language to allow for the addition of new terms or provisions as deemed necessary.
		Added language to address the removal of a joint owner on minors' accounts. <i>(Not applicable to Business Membership Agreement)</i>
		Removed language regarding extended services on TAP accounts. <i>(Not applicable to Business Membership Agreement)</i>
RESOLVING CLAIMS	RESOLVING CLAIMS	Added language clarifying where jurisdiction information is located in the Agreement.
THE AVAILABILITY OF FUNDS YOU DEPOSIT WITH THE CREDIT UNION	FUNDS AVAILABILITY POLICY FOR BUSINESS CHECKING ACCOUNTS	Added language to Funds Availability to clarify that we may allow additional access to funds at our discretion.
TRUTH-IN-SAVINGS ACT DISCLOSURE	ACCOUNT DISCLOSURES FOR BUSINESS SAVINGS AND CHECKING ACCOUNTS	Removed language regarding excessive transaction fees.

IN ADDITION TO THE ABOVE, THE FOLLOWING UPDATES HAVE BEEN MADE ONLY TO THE BUSINESS MEMBERSHIP AGREEMENT:

ACCOUNT AGREEMENT FOR BUSINESS ACCOUNTS	Added definition of "overdraft."
	Further clarified examples of transactions that may not be reflected in the Available Balance, to include authorized debit card withdrawals and holds.
	Added language regarding assessment of multiple Non-Sufficient Funds (NSF) fees.
	Further clarified that multiple fees for the same item can occur (each presentment) and any fees assessed to your account will reduce your Available Balance.
	Added additional methods to contact us when you want previously authorized items to stop being paid.
	Clarified that NSF fees may reduce your Available Balance.
ELECTRONIC FUNDS TRANSFER & ELECTRONIC SERVICE AGREEMENT AND DISCLOSURE FOR BUSINESS MEMBERS	Clarified that fees resulting from ATM surcharges reduce your Available Balance.

Please visit our website at www.srpfcu.org to obtain an electronic version of the Membership Agreement and Business Membership Agreement. If you would like a paper copy of any of these disclosure documents, please stop by any branch or contact us at (800) 237-9829.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
AIKEN DIVISION

Lataveia Allen, *on behalf of herself and
all others similarly situated,*

Plaintiff,

v.

SRP Federal Credit Union,

Defendant.

Civil Action No.: 1:24-cv-07476-CMC

**DECLARATION OF DOUGLASS
MORRIS IN SUPPORT OF MOTION
TO COMPEL ARBITRATION OR IN
THE ALTERNATIVE, TO DISMISS
PLAINTIFFS' AMENDED
CONSOLIDATED COMPLAINT
UNDER RULES 12(b)(1) OR 12(b)(6)
AND MEMORANDUM IN SUPPORT**

Norman Black, *on behalf of himself and
all others similarly situated,*

Plaintiff,

v.

SRP Federal Credit Union,

Defendant.

Civil Action No.: 1:24-cv-07519-CMC

Ge-Quoia Whitfield, *on behalf of herself
and all others similarly situated,*

Plaintiff,

v.

SRP Federal Credit Union,

Defendant.

Civil Action No.: 1:24-cv-07537-CMC



A TRUE COPY
ATTEST: ROBIN L. BLUME, CLERK

BY:

Amanda D. Hilley

DEPUTY CLERK

Rosemary Ortiz, *on behalf of herself and
all others similarly situated,*

Plaintiff,

v.

SRP Federal Credit Union,

Defendant.

Civil Action No.: 1:24-cv-07671-CMC

Theresa McGrier, *on behalf of herself
and all others similarly situated,*

Plaintiff,

v.

SRP Federal Credit Union,

Defendant.

Civil Action No.: 1:24-cv-07695-CMC

Shannon Dunn, *on behalf of herself and
all others similarly situated,*

Plaintiff,

v.

SRP Federal Credit Union,

Defendant.

Civil Action No.: 1:25-cv-00210-CMC

Ricky Chase, *on behalf of himself and all
others similarly situated,*

Plaintiff,

v.

SRP Federal Credit Union,

Defendant.

Civil Action No.: 1:25-cv-00312-CMC

DECLARATION OF DOUGLASS MORRIS

1. I am employed by SRP Federal Credit Union (“SRP”) and serve as the Chief Technology Officer for SRP. I am authorized to make this Declaration on behalf of SRP in support of SRP’s Motion to Compel Arbitration, or in the alternative, to Dismiss Plaintiffs’ Consolidated Complaint. I am over 18 years of age and competent to make this Declaration and testify to the facts stated below. Unless otherwise indicated, I have personal knowledge of the facts stated below.

2. As part of my job responsibilities, I have access to SRP’s records regarding SRP members.

3. SRP is a federal credit union and is federally insured by the National Credit Union Administration.

4. Membership in SRP is available to any qualified person who lives, works, worships, volunteers or attends school in, and businesses and other legal entities located in, Aiken, Allendale, Barnwell or Edgefield Counties in South Carolina or Burke, Columbia, Jefferson, Lincoln, McDuffie or Richmond Counties in Georgia. Members’ immediate family and household members are also eligible to join.

5. I understand that the following seven individuals have alleged they are SRP members and have filed claims against SRP in a consolidated lawsuit in connection with an alleged data incident at SRP that occurred between September 2024 and November 2024: Shannon Dunn (“Dunn”), Theresa McGrier (“McGrier”), Ricky Chase (“Chase”), Norman Black (“Black”), Lataveia Allen (“Allen”), Ge-Quoia Whitfield (“Whitfield”), and Rosemary Ortiz (“Ortiz”) (collectively, “Plaintiffs”).

6. I have undertaken a search of SRP's records for information and documentation related to the Plaintiffs and their membership in SRP. SRP's records indicate that each Plaintiff became a member of SRP and continues to be a member of SRP through the completion of my review in support of this Declaration on May 22, 2025.

7. Like all SRP members, Plaintiffs were required to complete SRP's application form as part of the membership application process and were required to agree to SRP's then-current membership agreement (absent which they would not have been approved for membership). Additionally, all SRP members, including Plaintiffs, were required to provide their contact information so that they could receive notifications from SRP by mail or email.

8. Since 2014, SRP's membership application form has contained the following acknowledgement and agreement to be bound by the SRP membership agreement, as amended from time to time:

Each applicant, authorized user or other party signing herein, (together herein referred to as "applicant(s)") hereby makes application for the account(s)/services and/or membership as indicated and agrees to conform to the Bylaws, as may be amended, of SRP Federal Credit Union ("Credit Union"). I certify that I am within the field of membership of this Credit Union if membership is requested. I/we certify the signature(s) on this card apply to all accounts designated above; and all information provided is true and correct. *I also acknowledge that I have received and agree to be bound by any terms and conditions in this card, and in the Membership Agreement, Truth-in-Savings Act Rate and Fee Schedule, and any Special Account or other separate Account Service Applications or Agreements as amended from time to time, which are incorporated herein by reference.*

(emphasis added)

9. On information and belief, the same or substantially similar language, by which applicants acknowledged and agreed to be bound by the SRP membership agreement, as amended from time to time, was also included in SRP membership application forms in use in the period 1996 to 2014.

10. The current version of SRP's membership agreement has been in effect since October 1, 2023 (the "Membership Agreement"). A true and correct copy of the Membership Agreement is attached as **Exhibit A**.

11. The Membership Agreement is the successor to earlier versions of this agreement dating back to the earliest membership of any of the Plaintiffs in SRP, which was in 1996. On information and belief, the membership agreements in the period 1996 to the present have included a provision making successive amended agreements binding on all SRP members. The language of this provision in the current Membership Agreement states:

The Credit Union, in its sole discretion, may change any term or condition of this Agreement, including the method for determining dividends, at any time without notice except as expressly required by applicable law. If applicable laws provide no express time period, then notice ten (10) days or more in advance of the effective date of any change shall be deemed sufficient.

(Ex. A ¶ 34.)

12. Prior versions of the Membership Agreement contained substantially similar language. For example, the April 1, 2007, April 1, 2009, and March 24, 2014 versions of this provision read as follows:

As set forth herein, the Credit Union, in its sole discretion, may change any term or condition of this Agreement, including the method for determining dividends, at any time without notice except as expressly required by applicable law, and any change in the Agreement shall be effective at the earliest time allowed ["by applicable law," as of March 24, 2014 or "by law," as of April 1, 2007 and April 1, 2009].

13. By periodic website updates and other communications, SRP members are kept informed of changes to the membership agreement. The current membership agreement is made available to all SRP members through a members-only online portal. Hard copies of the current membership agreement are also made available to members on request at SRP offices and headquarters locations.

14. The current Membership Agreement contains the currently operative arbitration clause which states, in relevant part:

ARBITRATION PROVISION

READ THIS ARBITRATION PROVISION CAREFULLY: IT WILL IMPACT HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.

Under the terms of this Arbitration Provision, and except as set forth below, Claims (as defined below) will be resolved by individual (and not class-wide) binding arbitration in accordance with the terms specified herein, if you or we elect it. These provisions shall apply to any claim arising or relating to any Claim existing now or in the future and shall apply to existing and future accounts.

YOUR RIGHT TO OPT OUT; EFFECT OF ARBITRATION.

This Arbitration Provision will apply to you and us and to your account as of the date your account was opened (or, if you are an existing member, as of the date of this Arbitration Provision), unless you opt out by providing proper and timely notice as set forth below. If a Claim is arbitrated, neither you nor we will have the right to: (1) have a court or a jury decide the Claim; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action, private attorney general or other representative action in court or in arbitration; or (4) join or consolidate a Claim with those of any other person.

This Arbitration Provision will survive the termination of your Membership and Account Agreement. See further details below.

JURY AND CLASS ACTION WAIVER

AS PERMITTED BY LAW, YOU AND WE AGREE AND UNDERSTAND THAT YOU AND WE BOTH GIVE UP THE RIGHT TO TRIAL BY JURY. THIS IS A JURY TRIAL WAIVER.

NO CLASS ACTION OR JOINDER OF PARTIES: YOU AND WE AGREE THAT NO CLASS ACTION, PRIVATE ATTORNEY GENERAL, OR OTHER REPRESENTATIVE CLAIMS MAY BE PURSUED IN ARBITRATION, NOR MAY SUCH ACTION BE PURSUED IN COURT IF EITHER YOU OR WE ELECT ARBITRATION. UNLESS MUTUALLY AGREED TO BY YOU AND US, CLAIMS OF TWO OR MORE PERSONS MAY NOT BE JOINED, CONSOLIDATED, OR OTHERWISE BROUGHT TOGETHER IN THE SAME ARBITRATION (UNLESS THOSE PERSONS ARE JOINT ACCOUNT OWNERS, BORROWERS OR BENEFICIARIES ON YOUR ACCOUNT AND/OR RELATED ACCOUNTS, OR PARTIES TO A SINGLE TRANSACTION, LOAN OR RELATED TRANSACTION). IF THIS SPECIFIC PARAGRAPH IS DETERMINED BY TO BE UNENFORCEABLE, THEN THIS ENTIRE PROVISION SHALL BE NULL AND VOID, BUT ALL OTHER PROVISIONS HEREIN SHALL REMAIN FULLY BINDING.

“Claim.” A “Claim or claim” subject to arbitration is any demand, cause of action, complaint, claim, asserted right, or request for monetary or equitable relief, whether past, present or future, and based upon any legal theory, including contract, tort, consumer protection law, fraud, statute, regulation, ordinance, or common law, which arises out of or relates to your Membership Agreement, your deposit account(s) or loan account(s), the events leading up to your becoming an account holder or borrower (for example, advertisements or promotions), any feature or service provided in connection with your account(s), or any transaction conducted with us related to any of your accounts or services. Notwithstanding the foregoing, the term “Claim” excludes: (a) any dispute or controversy about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof, including the Class Action Waiver below (a court will decide such disputes or controversies); and (b) any individual action brought by either party in small claims court or your state’s equivalent court, unless such action is transferred, removed or appealed to a different court.

Federal Arbitration Act. Your Membership Agreement, Other Services Agreements or Disclosures and Loan Agreements evidence transactions in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Provision. If a specific law expressly requires otherwise, then that law will apply in place of any of the foregoing without invalidating any other provisions in this Section.

RIGHT TO OPT OUT. You may opt-out of this Arbitration Provision by calling us toll free at: 1-800-237-9829, or by sending us a written notice which includes your name(s), account number(s), and a statement that you (both or all of you, if more than one) do not wish to be governed by the Arbitration Provision in your Account Agreement (the “Opt-Out Notice”).

To be effective, your written Opt-Out Notice must be: (1) sent to us by first class mail or certified mail, return receipt requested, at: SRP Federal Credit Union, Attn. Deposit Services, P.O. Box 6730, North Augusta, S.C. 29861-6730, and (2) signed by you (or all of you, if more than one party to any relationship) including the information set forth above. We must receive your telephone call or written notice within forty-five (45) days after either: (i) the date this Arbitration Provision was first delivered or otherwise made available to you, in paper or electronic form, or (ii) the day you open your account, whichever is later. Your decision to opt out will not affect any other provision of your Membership Agreement. If the Arbitration Provision of your Membership Agreement has already been delivered or otherwise made available to you, amendments to your Membership Agreement will not give you a new right to opt out of this Arbitration Provision, unless we amend a substantive clause of the Arbitration Provision.

(Ex. A at 21-23.)

15. To ensure notice to SRP members of arbitration provisions and any amendments thereto, SRP has followed a policy of providing direct notification to its active members when a new arbitration provision is promulgated and incorporated into the membership agreement.

16. Pursuant to that policy, in June 2021, SRP members with active accounts, including Plaintiffs Black, McGrier, Ortiz, Whitfield, Chase, and Dunn, were notified of certain amendments effective August 1, 2021 to the membership agreement, which updated the arbitration provision, through a “Change in Terms” notification that was sent out by either email or letter as specified in each member’s membership profile (both the email and letter notice contained identical text). A true and correct copy of the June 2021 Change in Terms is attached as **Exhibit B**. The resultant

new agreement, effective August 1, 2021, is attached as **Exhibit C**. Plaintiff Allen was not yet a member of SRP, so she did not receive the June 2021 Change in Terms notification.

17. Subsequently, in July 2023, SRP members with active accounts, including Plaintiffs Black, McGrier, Ortiz, Whitfield, Dunn, and Allen, were notified of a further change to the arbitration provision through a “Change in Terms” notification that was sent out by either email or letter as specified in each member’s membership profile (both the email and letter notice contained identical text). A true and correct copy of the July 2023 Change in Terms is attached as **Exhibit D**.

18. The June 2021 and July 2023 notices were sent to the mailing address or email address on file for each Plaintiff with an active account. As explained below, Plaintiff Chase’s accounts became inactive in May 2022 and he was not provided with the July 2023 notice. The Membership Agreement requires members to “promptly notify” SRP of any changes to their contact information, and in the absence of such notice, any mail, disclosure or notice to a member at their address of record is “deemed properly addressed” and “constitute[s] effective delivery of any item [SRP] may be required to provide regardless of actual receipt” by the member. (*See* Ex. A ¶ 23.)

19. Specific additional details regarding each Plaintiff, based on my review of the business records of SRP maintained in the ordinary course, are as follows.

20. Plaintiff Black opened a joint account and became a member of SRP on March 21, 1996. SRP has not to date located a copy of Black’s membership application. As stated above, SRP’s records confirm that Plaintiff Black is a current SRP member and is bound by the current Membership Agreement.

21. Plaintiff McGrier first opened an account and became a member of SRP on April 23, 2008. McGrier opened an additional individual account on March 18, 2011 and a joint account on October 5, 2016. SRP has not to date located a copy of McGrier's membership applications. As stated above, SRP's records confirm that Plaintiff McGrier is a current SRP member and is bound by the current Membership Agreement.

22. Plaintiff Ortiz opened a joint account and became a member of SRP on June 12, 2014. A true and correct copy of Ortiz's membership application, with personal information redacted, is attached as **Exhibit E**. As stated above, SRP's records confirm that Plaintiff Ortiz is a current SRP member and is bound by the current Membership Agreement.

23. Plaintiff Whitfield first opened an account and became a member of SRP on August 24, 2015. She opened a subsequent account online on December 21, 2017. A true and correct copy of Whitfield's 2015 membership application, with personal information redacted, is attached as **Exhibit F**. As stated above, SRP's records confirm that Plaintiff Whitfield is a current SRP member and is bound by the current Membership Agreement.

24. Plaintiff Chase opened accounts and became a member on August 5, 2019. A copy of Chase's membership application, with personal information redacted, is attached as **Exhibit G**. SRP's records confirm that Plaintiff Chase was an active SRP member through May 29, 2022 and thereafter became an inactive member. Chase is bound by the August 1, 2021 membership agreement, including the arbitration clause therein, which was mailed or emailed to Plaintiff Chase in June 2021.

25. Plaintiff Dunn opened accounts and became a member of SRP on December 30, 2019. One of her accounts is a joint account and the other is a charge-off checking account. A copy of Dunn's membership application, with personal information redacted, is attached as **Exhibit H**.

As stated above, SRP's records confirm that Plaintiff Dunn is a current SRP member and is bound by the current Membership Agreement.

26. Plaintiff Allen opened accounts and became a member of SRP on June 28, 2022. A copy of Allen's membership application, with personal information redacted, is attached as **Exhibit I**. As stated above, SRP's records confirm that Plaintiff Allen is a current SRP member and is bound by the current Membership Agreement.

27. The arbitration provision applicable to each Plaintiff provides that an SRP member may opt out of the provision by phone or written notice if received within 45 days after either: (i) the date the provision was first delivered or otherwise made available to the member, in paper or electronic form, or (ii) the day the member opened their account, whichever is later. (Ex. A at 23 (applying to Plaintiffs Black, McGrier, Ortiz, Whitfield, Dunn, and Allen); Ex. C at 22 (applying to Plaintiff Chase).)

28. Based on SRP's records, maintained in the ordinary course of business, none of the Plaintiffs provided such phone or written notice to SRP of opting out of the arbitration provisions.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 22, 2025.



DOUGLASS MORRIS
Chief Technology Officer
SRP Federal Credit Union

**UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
AIKEN DIVISION**

LATAVEIA ALLEN, <i>on behalf of herself and all others similarly situated</i>, Plaintiff, v. SRP FEDERAL CREDIT UNION, Defendant.	Case No.: 1:24-cv-07476-CMC (Lead Case)
NORMAN BLACK, <i>on behalf of himself and all others similarly situated</i>, Plaintiff, v. SRP FEDERAL CREDIT UNION, Defendant.	Case No. 1:24-cv-07519-CMC
GE-QUOIA WHITFIELD, <i>on behalf of herself and all others similarly situated</i>, Plaintiff, v. SRP FEDERAL CREDIT UNION, Defendant.	Case No. 1:24-cv-07537-CMC



A TRUE COPY
ATTEST: ROBIN L. BLUME, CLERK

BY:

Amelia D. Hilley

DEPUTY CLERK

ROSEMARY ORTIZ, <i>on behalf of herself and all others similarly situated</i>, Plaintiff, v. SRP FEDERAL CREDIT UNION, Defendant.	Case No.: 1:24-cv-07671-CMC
THERESA MCGRIER, <i>on behalf of herself and all others similarly situated</i>, Plaintiff, v. SRP FEDERAL CREDIT UNION, Defendant.	Case No.: 1:24-cv-07695-CMC
SHANNON DUNN, <i>on behalf of herself and all others similarly situated</i>, Plaintiff, v. SRP FEDERAL CREDIT UNION, Defendant.	Case No.: 1:25-cv-00210-CMC

RICKY CHASE, *on behalf of himself and all
others similarly situated,*

Plaintiff,

v.

SRP FEDERAL CREDIT UNION,

Defendant.

Case No.: 1:25-cv-00312-CMC

**DECLARATION OF LATAVEIA ALLEN IN SUPPORT OF PLAINTIFFS’
OPPOSITION TO DEFENDANT’S MOTION TO COMPEL ARBITRATION**

I, Lataveia Allen, declare the following:

1. I am over the age of 18 and have personal knowledge of the matters set forth in this Declaration.

2. I am one of the named plaintiffs in this proposed class action and submit this Declaration in support of Plaintiffs’ Opposition to the Motion to Compel Arbitration, or in the alternative, to Dismiss Plaintiffs’ Amended Complaint filed by Defendant SRP Federal Credit Union (“SRP”).

3. I have reviewed the Declaration of Douglass Morris (ECF No. 53-10), and I do not believe I am subject to mandatory arbitration for the reasons explained below.

4. I became a member of SRP and opened a financial account with SRP in 2022.

5. To the best of my knowledge and belief, the membership application form did not contain an arbitration provision and did not reference an arbitration provision.

6. I understand that Douglass Morris stated that SRP members were notified of updates to the membership agreement through website updates, online members portal access, and other communications.

7. I have visited SRP's website since becoming a member in 2022, and I did not see any updates on SRP's website about an arbitration provision.

8. I have an online account to access SRP's online portal and have never seen a communication on the portal informing me about SRP's arbitration provision.

9. To the best of my knowledge and belief, SRP did not send me a copy of the membership agreement updated in 2023, containing an arbitration provision.

10. Until reviewing the Morris Declaration, I did not see the arbitration provision in SRP's current membership agreement and was not aware the arbitration provision existed.

11. I did not opt out of the 2021 and 2023 arbitration provisions because I did not know SRP had implemented an arbitration provision in its membership agreements.

12. If I had known about the arbitration provision, I would have opted out.

13. I did not ever knowingly waive my right to sue SRP in court or in a class action.

14. I am not trained in the law and have no experience reviewing arbitration provisions. I am unfamiliar with how to proceed with pursuing arbitration and am not sophisticated in matters of contracts or arbitration.

15. I only pursued this case because I found lawyers that would work on contingency fee basis. I would not have pursued my claims in this case against SRP in any forum if I had to pay a retainer and/or an hourly rate because it would be too expensive.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 7th day of January, 2026.

By: 
Lataveia Allen (Jan 7, 2026 12:10:37 EST)

Lataveia Allen

UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
AIKEN DIVISION

LATAVEIA ALLEN, <i>on behalf of herself and all others similarly situated</i>, Plaintiff, v. SRP FEDERAL CREDIT UNION, Defendant.	Case No.: 1:24-cv-07476-CMC (Lead Case)
NORMAN BLACK, <i>on behalf of himself and all others similarly situated</i>, Plaintiff, v. SRP FEDERAL CREDIT UNION, Defendant.	Case No. 1:24-cv-07519-CMC
GE-QUOIA WHITFIELD, <i>on behalf of herself and all others similarly situated</i>, Plaintiff, v. SRP FEDERAL CREDIT UNION, Defendant.	Case No. 1:24-cv-07537-CMC



A TRUE COPY
ATTEST: ROBIN L. BLUME, CLERK

BY: *Amelia D. Hilley*
DEPUTY CLERK

ROSEMARY ORTIZ, <i>on behalf of herself and all others similarly situated</i>, Plaintiff, v. SRP FEDERAL CREDIT UNION, Defendant.	Case No.: 1:24-cv-07671-CMC
THERESA MCGRIER, <i>on behalf of herself and all others similarly situated</i>, Plaintiff, v. SRP FEDERAL CREDIT UNION, Defendant.	Case No.: 1:24-cv-07695-CMC
SHANNON DUNN, <i>on behalf of herself and all others similarly situated</i>, Plaintiff, v. SRP FEDERAL CREDIT UNION, Defendant.	Case No.: 1:25-cv-00210-CMC

RICKY CHASE, *on behalf of himself and all
others similarly situated,*

Plaintiff,

v.

SRP FEDERAL CREDIT UNION,

Defendant.

Case No.: 1:25-cv-00312-CMC

**DECLARATION OF NORMAN BLACK IN SUPPORT OF PLAINTIFFS’
OPPOSITION TO DEFENDANT’S MOTION TO COMPEL ARBITRATION**

I, Norman Black, declare the following:

1. I am over the age of 18 and have personal knowledge of the matters set forth in this Declaration.

2. I am one of the named plaintiffs in this proposed class action and submit this Declaration in support of Plaintiffs’ Opposition to the Motion to Compel Arbitration, or in the alternative, to Dismiss Plaintiffs’ Amended Complaint filed by Defendant SRP Federal Credit Union (“SRP”).

3. I have reviewed the Declaration of Douglass Morris (ECF No. 53-10), and I do not believe I am subject to mandatory arbitration for the reasons explained below.

4. I became a member of SRP and opened a financial account with SRP in approximately 1993, more than twenty-five years ago.

5. To the best of my knowledge and belief, the membership application form did not contain an arbitration provision and did not reference an arbitration provision.

6. I understand that Douglass Morris stated that SRP members were notified of updates to the membership agreement through website updates, online members portal access, and other communications.

7. I have not visited SRP's website since August 1, 2021, and I did not see any updates on SRP's website about an arbitration provision.

8. I do have an online account to access SRP's online portal and have never seen a communication on the portal informing me about SRP's arbitration provision.

9. To the best of my knowledge and belief, SRP did not send me a copy of the membership agreement updated in 2021 and 2023, containing an arbitration provision.

10. Until reviewing the Morris Declaration, I did not see the arbitration provision in SRP's current membership agreement and was not aware the arbitration provision existed.

11. I did not opt out of the 2021 and 2023 arbitration provisions because I did not know SRP had implemented an arbitration provision in its membership agreements.

12. If I had known about the arbitration provision, I would have opted out.

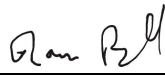
13. I did not ever knowingly waive my right to sue SRP in court or in a class action.

14. I am not trained in the law and have no experience reviewing arbitration provisions. I am unfamiliar with how to proceed with pursuing arbitration and am not sophisticated in matters of contracts or arbitration.

15. I only pursued this case because I found lawyers that would work on contingency fee basis. I would not have pursued my claims in this case against SRP in any forum if I had to pay a retainer and/or an hourly rate because it would be too expensive.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 5th day of January, 2026

By: 
Norman Black

UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
AIKEN DIVISION

LATAVEIA ALLEN, <i>on behalf of herself and all others similarly situated</i>, Plaintiff, v. SRP FEDERAL CREDIT UNION, Defendant.	Case No.: 1:24-cv-07476-CMC (Lead Case)
NORMAN BLACK, <i>on behalf of himself and all others similarly situated</i>, Plaintiff, v. SRP FEDERAL CREDIT UNION, Defendant.	Case No. 1:24-cv-07519-CMC
GE-QUOIA WHITFIELD, <i>on behalf of herself and all others similarly situated</i>, Plaintiff, v. SRP FEDERAL CREDIT UNION, Defendant.	Case No. 1:24-cv-07537-CMC



A TRUE COPY
ATTEST: ROBIN L. BLUME, CLERK

BY: *Amanda D. Hilley*

DEPUTY CLERK

ROSEMARY ORTIZ, <i>on behalf of herself and all others similarly situated</i>, Plaintiff, v. SRP FEDERAL CREDIT UNION, Defendant.	Case No.: 1:24-cv-07671-CMC
THERESA MCGRIER, <i>on behalf of herself and all others similarly situated</i>, Plaintiff, v. SRP FEDERAL CREDIT UNION, Defendant.	Case No.: 1:24-cv-07695-CMC
SHANNON DUNN, <i>on behalf of herself and all others similarly situated</i>, Plaintiff, v. SRP FEDERAL CREDIT UNION, Defendant.	Case No.: 1:25-cv-00210-CMC

RICKY CHASE, *on behalf of himself and all
others similarly situated,*

Plaintiff,

v.

SRP FEDERAL CREDIT UNION,

Defendant.

Case No.: 1:25-cv-00312-CMC

**DECLARATION OF GE-QUOIA WHITFIELD IN SUPPORT OF PLAINTIFFS’
OPPOSITION TO DEFENDANT’S MOTION TO COMPEL ARBITRATION**

I, Ge-Quoia Whitfield, declare the following:

1. I am over the age of 18 and have personal knowledge of the matters set forth in this Declaration.
2. I am one of the named plaintiffs in this proposed class action and submit this Declaration in support of Plaintiffs’ Opposition to the Motion to Compel Arbitration, or in the alternative, to Dismiss Plaintiffs’ Amended Complaint filed by Defendant SRP Federal Credit Union (“SRP”).
3. I have reviewed the Declaration of Douglass Morris (ECF No. 53-10), and I do not believe I am subject to mandatory arbitration for the reasons explained below.
4. I became a member of SRP and opened a financial account with SRP around 7 or 8 years ago.
5. To the best of my knowledge and belief, the membership application form did not contain an arbitration provision and did not reference an arbitration provision.

6. I understand that Douglass Morris stated that SRP members were notified of updates to the membership agreement through website updates, online members portal access, and other communications.

7. I have visited SRP's website since August 1, 2021, and I did not see any updates on SRP's website about an arbitration provision.

8. I do have an online account to access SRP's online portal and have never seen a communication on the portal informing me about SRP's arbitration provision.

9. To the best of my knowledge and belief, SRP did not send me a copy of the membership agreement updated in 2021 and 2023, containing an arbitration provision.

10. Until reviewing the Morris Declaration, I did not see the arbitration provision in SRP's current membership agreement and was not aware the arbitration provision existed.

11. I did not opt out of the 2021 and 2021 arbitration provisions because I did not know SRP had implemented an arbitration provision in its membership agreements.

12. If I had known about the arbitration provision, I would have opted out.

13. I did not ever knowingly waive my right to sue SRP in court or in a class action.

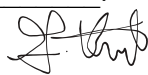
14. I am not trained in the law and have no experience reviewing arbitration provisions. I am unfamiliar with how to proceed with pursuing arbitration and am not sophisticated in matters of contracts or arbitration.

15. I only pursued this case because I found lawyers that would work on contingency fee basis. I would not have pursued my claims in this case against SRP in any forum if I had to pay a retainer and/or an hourly rate because it would be too expensive.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

01 / 05 / 2026

Executed this _____ day of _____, _____.

By: _____
Ge-Quoia Whitfield



Audit trail

Title	Declaration
File name	SRP_-_Declaration...emplate_final.pdf
Document ID	e9469e6ed8a462534e6fa2e44473774ad0ab0dfa
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



SENT

01 / 05 / 2026

11:57:34 UTC-5

Sent for signature to G. Whitfield
(gwhitfield2010@yahoo.com) from bnesbitt@thefinleyfirm.com
IP: 24.42.186.14



VIEWED

01 / 05 / 2026

12:37:30 UTC-5

Viewed by G. Whitfield (gwhitfield2010@yahoo.com)
IP: 73.20.155.237



SIGNED

01 / 05 / 2026

12:37:58 UTC-5

Signed by G. Whitfield (gwhitfield2010@yahoo.com)
IP: 73.20.155.237



COMPLETED

01 / 05 / 2026

12:37:58 UTC-5

The document has been completed.

UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
AIKEN DIVISION

LATAVEIA ALLEN, <i>on behalf of herself and all others similarly situated</i>, Plaintiff, v. SRP FEDERAL CREDIT UNION, Defendant.	Case No.: 1:24-cv-07476-CMC (Lead Case)
NORMAN BLACK, <i>on behalf of himself and all others similarly situated</i>, Plaintiff, v. SRP FEDERAL CREDIT UNION, Defendant.	Case No. 1:24-cv-07519-CMC
GE-QUOIA WHITFIELD, <i>on behalf of herself and all others similarly situated</i>, Plaintiff, v. SRP FEDERAL CREDIT UNION, Defendant.	Case No. 1:24-cv-07537-CMC



A TRUE COPY
ATTEST: ROBIN L. BLUME, CLERK

BY: *Amelia D. Hilley*

DEPUTY CLERK

ROSEMARY ORTIZ, <i>on behalf of herself and all others similarly situated,</i> Plaintiff, v. SRP FEDERAL CREDIT UNION, Defendant.	Case No.: 1:24-cv-07671-CMC
THERESA MCGRIER, <i>on behalf of herself and all others similarly situated,</i> Plaintiff, v. SRP FEDERAL CREDIT UNION, Defendant.	Case No.: 1:24-cv-07695-CMC
SHANNON DUNN, <i>on behalf of herself and all others similarly situated,</i> Plaintiff, v. SRP FEDERAL CREDIT UNION, Defendant.	Case No.: 1:25-cv-00210-CMC

RICKY CHASE, *on behalf of himself and all
others similarly situated,*

Plaintiff,

v.

SRP FEDERAL CREDIT UNION,

Defendant.

Case No.: 1:25-cv-00312-CMC

**DECLARATION OF ROSEMARY ORTIZ IN SUPPORT OF PLAINTIFFS’
OPPOSITION TO DEFENDANT’S MOTION TO COMPEL ARBITRATION**

I, Rosemary Ortiz, declare the following:

1. I am over the age of 18 and have personal knowledge of the matters set forth in this Declaration.

2. I am one of the named plaintiffs in this proposed class action and submit this Declaration in support of Plaintiffs’ Opposition to the Motion to Compel Arbitration, or in the alternative, to Dismiss Plaintiffs’ Amended Complaint filed by Defendant SRP Federal Credit Union (“SRP”).

3. I have reviewed the Declaration of Douglass Morris (ECF No. 53-10), and I do not believe I am subject to mandatory arbitration for the reasons explained below.

4. I became a member of SRP and opened a financial account with SRP in June of 2014.

5. To the best of my knowledge and belief, the membership application form did not contain an arbitration provision and did not reference an arbitration provision.

6. I understand that Douglass Morris stated that SRP members were notified of updates to the membership agreement through website updates, online members portal access, and other communications.

7. I have visited SRP's website since August 1, 2021, and I did not see any updates on SRP's website about an arbitration provision.

8. I do have an online account to access SRP's online portal and have never seen a communication on the portal informing me about SRP's arbitration provision.

9. To the best of my knowledge and belief, SRP did not send me a copy of the membership agreement updated in 2021 and 2023, containing an arbitration provision.

10. Until reviewing the Morris Declaration, I did see the arbitration provision in SRP's current membership agreement and was not aware the arbitration provision existed.

11. I did not opt out of the 2021 and 2023 arbitration provisions because I did not know SRP had implemented an arbitration provision in its membership agreements.

12. If I had known about the arbitration provision, I would have opted out.

13. I did not ever knowingly waive my right to sue SRP in court or in a class action.

14. I am not trained in the law and have no experience reviewing arbitration provisions. I am unfamiliar with how to proceed with pursuing arbitration and am not sophisticated in matters of contracts or arbitration.

15. I only pursued this case because I found lawyers that would work on contingency fee basis. I would not have pursued my claims in this case against SRP in any forum if I had to pay a retainer and/or an hourly rate because it would be too expensive.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 12/26/25

By: Rosemary Ortiz
Rosemary Ortiz (Dec 26, 2025 09:24:20 EST)

ROSEMARY ORTIZ

**UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
AIKEN DIVISION**

LATAVEIA ALLEN, <i>on behalf of herself and all others similarly situated,</i> Plaintiff, v. SRP FEDERAL CREDIT UNION, Defendant.	Case No.: 1:24-cv-07476-CMC (Lead Case)
NORMAN BLACK, <i>on behalf of himself and all others similarly situated,</i> Plaintiff, v. SRP FEDERAL CREDIT UNION, Defendant.	Case No. 1:24-cv-07519-CMC
GE-QUOIA WHITFIELD, <i>on behalf of herself and all others similarly situated,</i> Plaintiff, v. SRP FEDERAL CREDIT UNION, Defendant.	Case No. 1:24-cv-07537-CMC



A TRUE COPY
ATTEST: ROBIN L. BLUME, CLERK

BY: *Amanda D. Hilley*
DEPUTY CLERK

ROSEMARY ORTIZ, <i>on behalf of herself and all others similarly situated</i>, Plaintiff, v. SRP FEDERAL CREDIT UNION, Defendant.	Case No.: 1:24-cv-07671-CMC
THERESA MCGRIER, <i>on behalf of herself and all others similarly situated</i>, Plaintiff, v. SRP FEDERAL CREDIT UNION, Defendant.	Case No.: 1:24-cv-07695-CMC
SHANNON DUNN, <i>on behalf of herself and all others similarly situated</i>, Plaintiff, v. SRP FEDERAL CREDIT UNION, Defendant.	Case No.: 1:25-cv-00210-CMC

RICKY CHASE, <i>on behalf of himself and all others similarly situated</i>, Plaintiff, v. SRP FEDERAL CREDIT UNION, Defendant.	Case No.: 1:25-cv-00312-CMC
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**DECLARATION OF THERESA MCGRIER IN SUPPORT OF PLAINTIFFS’
OPPOSITION TO DEFENDANT’S MOTION TO COMPEL ARBITRATION**

I, Theresa McGrier, declare the following:

1. I am over the age of 18 and have personal knowledge of the matters set forth in this Declaration.

2. I am one of the named plaintiffs in this proposed class action and submit this Declaration in support of Plaintiffs’ Opposition to the Motion to Compel Arbitration, or in the alternative, to Dismiss Plaintiffs’ Amended Complaint filed by Defendant SRP Federal Credit Union (“SRP”).

3. I have reviewed the Declaration of Douglass Morris (ECF No. 53-10), and I do not believe I am subject to mandatory arbitration for the reasons explained below.

4. I became a member of SRP and opened a financial account with SRP in February, 2008.

5. To the best of my knowledge and belief, the membership application form did not contain an arbitration provision and did not reference an arbitration provision.

6. I understand that Douglass Morris stated that SRP members were notified of updates to the membership agreement through website updates, online members portal access, and other communications.

7. I have visited SRP's website since August 1, 2021, and I did not see any updates on SRP's website about an arbitration provision.

8. I do have an online account to access SRP's online portal and have never seen a communication on the portal informing me about SRP's arbitration provision.

9. To the best of my knowledge and belief, SRP did not send me a copy of the membership agreement updated in 2021 and 2023, containing an arbitration provision.

10. Until reviewing the Morris Declaration, I did not see the arbitration provision in SRP's current membership agreement and was not aware the arbitration provision existed.

11. I did not opt out of the 2021 and 2023 arbitration provisions because I did not know SRP had implemented an arbitration provision in its membership agreements.

12. If I had known about the arbitration provision, I would have opted out.

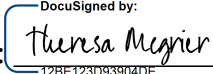
13. I did not ever knowingly waive my right to sue SRP in court or in a class action.

14. I am not trained in the law and have no experience reviewing arbitration provisions. I am unfamiliar with how to proceed with pursuing arbitration and am not sophisticated in matters of contracts or arbitration.

15. I only pursued this case because I found lawyers that would work on contingency fee basis. I would not have pursued my claims in this case against SRP in any forum if I had to pay a retainer and/or an hourly rate because it would be too expensive.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 30th day of December, 2025.

By: 
Theresa McGrier

**UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
AIKEN DIVISION**

LATAVEIA ALLEN, <i>on behalf of herself and all others similarly situated,</i> Plaintiff, v. SRP FEDERAL CREDIT UNION, Defendant.	Case No.: 1:24-cv-07476-CMC (Lead Case)
NORMAN BLACK, <i>on behalf of himself and all others similarly situated,</i> Plaintiff, v. SRP FEDERAL CREDIT UNION, Defendant.	Case No. 1:24-cv-07519-CMC
GE-QUOIA WHITFIELD, <i>on behalf of herself and all others similarly situated,</i> Plaintiff, v. SRP FEDERAL CREDIT UNION, Defendant.	Case No. 1:24-cv-07537-CMC



A TRUE COPY
ATTEST: ROBIN L. BLUME, CLERK

BY: *Amelia D. Hilley*

DEPUTY CLERK

ROSEMARY ORTIZ, <i>on behalf of herself and all others similarly situated</i>, Plaintiff, v. SRP FEDERAL CREDIT UNION, Defendant.	Case No.: 1:24-cv-07671-CMC
THERESA MCGRIER, <i>on behalf of herself and all others similarly situated</i>, Plaintiff, v. SRP FEDERAL CREDIT UNION, Defendant.	Case No.: 1:24-cv-07695-CMC
SHANNON DUNN, <i>on behalf of herself and all others similarly situated</i>, Plaintiff, v. SRP FEDERAL CREDIT UNION, Defendant.	Case No.: 1:25-cv-00210-CMC

RICKY CHASE, *on behalf of himself and all
others similarly situated,*

Plaintiff,

v.

SRP FEDERAL CREDIT UNION,

Defendant.

Case No.: 1:25-cv-00312-CMC

**DECLARATION OF SHANNON DUNN IN SUPPORT OF PLAINTIFFS’
OPPOSITION TO DEFENDANT’S MOTION TO COMPEL ARBITRATION**

I, Shannon Dunn, declare the following:

1. I am over the age of 18 and have personal knowledge of the matters set forth in this Declaration.

2. I am one of the named plaintiffs in this proposed class action and submit this Declaration in support of Plaintiffs’ Opposition to the Motion to Compel Arbitration, or in the alternative, to Dismiss Plaintiffs’ Amended Complaint filed by Defendant SRP Federal Credit Union (“SRP”).

3. I have reviewed the Declaration of Douglass Morris (ECF No. 53-10), and I do not believe I am subject to mandatory arbitration for the reasons explained below.

4. I became a member of SRP and opened a financial account with SRP in 2019.

5. To the best of my knowledge and belief, the membership application form did not contain an arbitration provision and did not reference an arbitration provision.

6. I understand that Douglass Morris stated that SRP members were notified of updates to the membership agreement through website updates, online members portal access, and other communications.

7. I have not visited SRP's website since August 1, 2021, and thus I did not see any updates on SRP's website about an arbitration provision.

8. I do have an online account to access SRP's online portal, but I have not accessed the account in many years and have never seen a communication on the portal informing me about SRP's arbitration provision.

9. To the best of my knowledge and belief, SRP did not send me a copy of the membership agreement updated in 2021 and 2023, containing an arbitration provision.

10. Until reviewing the Morris Declaration, I did not see the arbitration provision in SRP's current membership agreement and was not aware the arbitration provision existed.

11. I did not opt out of the 2021 and 2021 arbitration provisions because I did not know SRP had implemented an arbitration provision in its membership agreements.

12. If I had known about the arbitration provision, I would have opted out.

13. I did not ever knowingly waive my right to sue SRP in court or in a class action.

14. I am not trained in the law and have no experience reviewing arbitration provisions. I am unfamiliar with how to proceed with pursuing arbitration and am not sophisticated in matters of contracts or arbitration.

15. I only pursued this case because I found lawyers that would work on contingency fee basis. I would not have pursued my claims in this case against SRP in any forum if I had to pay a retainer and/or an hourly rate because it would be too expensive.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 22nd day of December, 2025.

By:

[FULL NAME]

Signed by: 
8EFCBE0BFC5946F...

**UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
AIKEN DIVISION**

LATAVEIA ALLEN, <i>on behalf of herself and all others similarly situated,</i> Plaintiff, v. SRP FEDERAL CREDIT UNION, Defendant.	Case No.: 1:24-cv-07476-CMC (Lead Case)
NORMAN BLACK, <i>on behalf of himself and all others similarly situated,</i> Plaintiff, v. SRP FEDERAL CREDIT UNION, Defendant.	Case No. 1:24-cv-07519-CMC
GE-QUOIA WHITFIELD, <i>on behalf of herself and all others similarly situated,</i> Plaintiff, v. SRP FEDERAL CREDIT UNION, Defendant.	Case No. 1:24-cv-07537-CMC



A TRUE COPY
ATTEST: ROBIN L. BLUME, CLERK

BY: *Amelia D. Hilley*
DEPUTY CLERK

ROSEMARY ORTIZ, <i>on behalf of herself and all others similarly situated</i>, Plaintiff, v. SRP FEDERAL CREDIT UNION, Defendant.	Case No.: 1:24-cv-07671-CMC
THERESA MCGRIER, <i>on behalf of herself and all others similarly situated</i>, Plaintiff, v. SRP FEDERAL CREDIT UNION, Defendant.	Case No.: 1:24-cv-07695-CMC
SHANNON DUNN, <i>on behalf of herself and all others similarly situated</i>, Plaintiff, v. SRP FEDERAL CREDIT UNION, Defendant.	Case No.: 1:25-cv-00210-CMC

RICKY CHASE, *on behalf of himself and all
others similarly situated,*

Plaintiff,

v.

SRP FEDERAL CREDIT UNION,

Defendant.

Case No.: 1:25-cv-00312-CMC

**DECLARATION OF RICKY CHASE IN SUPPORT OF PLAINTIFFS' OPPOSITION
TO DEFENDANT'S MOTION TO COMPEL ARBITRATION**

I, RICKY CHASE, declare the following:

1. I am over the age of 18 and have personal knowledge of the matters set forth in this Declaration.

2. I am one of the named plaintiffs in this proposed class action and submit this Declaration in support of Plaintiffs' Opposition to the Motion to Compel Arbitration, or in the alternative, to Dismiss Plaintiffs' Amended Complaint filed by Defendant SRP Federal Credit Union ("SRP").

3. I have reviewed the Declaration of Douglass Morris (ECF No. 53-10), and I do not believe I am subject to mandatory arbitration for the reasons explained below.

4. I became a member of SRP and opened a financial account with SRP in August 2019.

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10. Until reviewing the Morris Declaration, I did not see the arbitration provision in SRP's current membership agreement and was not aware that the arbitration provision existed.

11. I did not opt out of the 2021 and 2023 arbitration provisions because I did not know SRP had implemented an arbitration provision in its membership agreements.

12. If I had known about the arbitration provision, I would have opted out.

13. I did not ever knowingly waive my right to sue SRP in court or in a class action.

14. I am not trained in the law and have no experience reviewing arbitration provisions. I am unfamiliar with how to proceed with pursuing arbitration and am not sophisticated in matters of contracts or arbitration.

15. I only pursued this case because I found lawyers who would work on a contingency fee basis. I would not have pursued my claims in this case against SRP in any forum if I had to pay a retainer and/or an hourly rate, because it would be too expensive.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 6th day of January, 2026.

Signed by:
By: Ricky Chase
672CB10415C34BA...
RICKY CHASE

Jul 08 2026

S.C. SUPREME COURT

MEMORANDUM

TO: The Honorable Patricia A. Howard
FROM: The Honorable Jenny Kitchings
DATE: July 8, 2026
RE: Direct appeals involving the bond reform statute.

In 2023, the South Carolina General Assembly amended the statute governing credit for time served in criminal cases to provide that "credit for time served prior to trial and sentencing shall not be given . . . when the prisoner commits a subsequent crime while out on bond" or "has bond revoked on any charge prior to trial or plea." *See* S.C. Code Ann. § 24-13-40 (2025). The amendments fundamentally altered the calculation of sentence-related credits for incarcerated individuals throughout South Carolina.

The court of appeals has received no fewer than six direct appeals raising challenges to the statute, including that the statute violates due process and separation of powers and contains ambiguous terminology. These issues involve both a significant public interest and a legal principle of major importance. *See* Rule 204(b), SCACR (providing certification of a case is normally appropriate when it involves an issue of significant public interest or a legal principle of major importance). Further, the questions presented extend well beyond the interests of the parties below. The proper construction of the 2023 amendments will affect the Department of Corrections, sentencing courts, prosecutors, defense counsel, and numerous incarcerated individuals whose release dates depend upon the statute's application.

Currently, there is no case law interpreting the new provisions contained within section 24-13-40. As shown by the number of appeals pending raising the issue and the comment of at least one trial judge, the trial judges of South Carolina are grappling with the meaning of section 24-13-40 often.¹ Thus, providing an answer—with finality—would greatly assist trial judges. Absent guidance from the supreme court, inconsistent interpretations are likely to produce disparate treatment of similarly situated individuals, undermining the uniform administration of the

¹ Kourtland Flowers-Harris filed a petition for writ of certiorari in the supreme court's original jurisdiction on November 7, 2025, asking the supreme court to address the constitutionality of section 24-13-30. *See State v. Flowers-Harris*, 2025-002242. The State filed a return on February 4, 2026. The petition remains pending.

criminal justice system. An authoritative interpretation from the supreme court will resolve uncertainty surrounding the amended statute and promote consistent application across the State.

In *State v. Gilliam*, 2024-001400, the State appealed the trial judge's award of credit for time served to Gilliam despite Gilliam being arrested while on bond. Notably, the State dismissed the charge resulting in Gilliam's arrest while he was on bond. Gilliam argued the statute required he "commit" a subsequent crime while on bond and due to the State's dismissal of the charge, he had not committed a crime while on bond and the statute did not apply. The trial judge agreed with Gilliam.²

In *State v. Kirkland*, 2025-000620, Kirkland argues the statute is unconstitutional because it violates his right to due process due to its failure to be narrowly tailored to achieve a compelling state interest. Kirkland emphasizes that as the statute was applied to him, it merely required he be re-arrested, not that he actually be convicted. In considering Kirkland's challenge to the statute, the trial judge noted, "It's an appellate issue that will have to get flushed out unfortunately."

In *State v. Mistretta*, 2025-001473, Mistretta argues the statute is unconstitutional because it punishes citizens for being arrested—not for being convicted of a crime. He asserts the statute violates due process because it is not narrowly tailored to achieve a compelling government interest. Mistretta also argues the statute places an unconstitutional condition on the right to a jury trial because a person who is arrested twice must decide whether to enter a guilty plea and decrease the number of days for which the person will not receive credit or exercise his right to trial and wait months or years while in jail and not receiving credit for the time served. Mistretta notes he was originally charged with kidnapping, which triggered the application of the statute, and this charge was dismissed despite him spending nearly two years in jail for which he did not receive credit.

In *State v. Gray*, 2024-001751, Gray argues his due process rights were violated when the plea judge denied his request for credit for time served on the basis that new crimes were committed by Gray while he was out on bond because the new crimes were dismissed.

² Gilliam moved to certify the State's appeal on January 15, 2026, and the State did not oppose the motion. *See State v. Gilliam*, 2026-000092. On March 11, 2026, Gilliam's certification request was denied.

In *State v. Abrams*, 2024-001821, Abrams argues the plea judge violated his right to due process by denying him credit for time served while on house arrest on the ground that he was arrested on a separate offense while on house arrest. Abrams argues the plea judge denied credit based upon section 24-13-40(3) despite Abrams not being convicted of the offense underlying the second arrest.

In *State v. Parker*, 2024-002186, Abrams argues the statute is unconstitutional because it violates due process and the separation of powers doctrine. During the plea hearing, the judge remarked that he had heard the argument "so many" times and encouraged Abrams's counsel to "challenge it" so that "those people who check [his] homework [could] take a look at it."

In *State v. Howard*, 2026-000393, Howard states that his reason for appealing his guilty plea is the plea judge's failure to award credit for time served after his bond was revoked. This case is in the initial briefing stage.

Accordingly, we request certification to ask the supreme court to provide definitive guidance regarding the meaning and application of the 2023 amendments to section 24-13-40 to resolve questions of exceptional public importance affecting the administration of criminal justice throughout South Carolina.

RECEIVED

Jul 08 2026

S.C. SUPREME COURT

From: [Kitchings, Jenny](#)
To: [Howard, Patricia](#); [Supreme Court Filings](#)
Subject: Certification Requested
Date: Wednesday, July 8, 2026 2:58:46 PM
Attachments: [Bond Reform Statute Certification Memo.pdf](#)

Dear Tricia,

Good afternoon. The Court of Appeals requests certification of the following cases involving the bond reform statute:

- 2024-001400 State v. Ri'Shon K. Gilliam
- 2025-000620 State v. Lintel L. Kirkland
- 2025-001473 State v. Robert D. Mistretta
- 2024-001751 State v. Jonathan L. Gray
- 2024-001821 State v. Terrance C. Abrams
- 2024-002186 State v. Sammy R. Parker
- 2026-000393 State v. Jonathan D. Howard

Please do not hesitate to let us know if we can provide anything further.

Thank you,

Jenny



Jenny Abbott Kitchings

Clerk of Court

South Carolina Court of Appeals

1220 Senate Street

Columbia, SC 29201

Filings: ctappfilings@sccourts.org

Phone: (803) 734-1891