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**TERMS AND CONDITIONS OF YOUR ACCOUNT**

**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 opening 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.

- AGREEMENT - This document, along with any other documents we give you pertaining to your account(s) (including the agreement(s)) is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

- This agreement is subject to applicable federal laws, the laws of the state of New Mexico and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement does not override any such rules or laws). The rights and duties of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:
  1. summarize some laws that apply to common transactions;
  2. establish rules to cover transactions or events which the law does not regulate;
  3. establish rules to cover transactions or events which the law regulates but permits variation by agreement; and
  4. give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

- If any provision of this document is found to be unenforceable according to its terms, all remaining provisions of this document shall continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the Membership Application for your account or in some other document.

- Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

- As used in this document the words “we,” “our,” and “us” mean the financial institution and the words “you” and “your” mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms “you” and “your” should not be interpreted, to expand an individual’s responsibility for an organization’s liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular. “Party” means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent.

- **BYLAWS** - Our bylaws, which may amend from time to time, establish basic rules about our credit union policies and operations which affect your account and membership. You may obtain a copy of the bylaws on request. Our right to require you to give us notice of your intention to withdraw funds from your account is described in the bylaws. Unless we have agreed otherwise, you are not entitled to receive any original item after it is paid, although you may request that we send you an item(s) or a copy of an item(s).

- **LIABILITY** - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance. You authorize us to add reasonable charges for services you request which are not covered by this agreement.

- Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This includes and applies to acts by you or a third party taking the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys’ fees can be deducted from your account when they are incurred, without notice to you.

- **ACTUAL VS. AVAILABLE BALANCE LANGUAGE** - Your account generally has two balances: the actual balance and the available balance.

- **Actual balance** - Your actual balance is the amount in your account and changes when money is added or deducted from your account. This balance does not include fees or other charges. This may appear on receipts as “Actual Balance”; “New Balance”; or “Ledger Balance”.

- **Available balance** - Your available balance is the money in your checking or share account that is currently available to you to have checks clear, make debit card purchases, or make withdrawals. This balance is used to ask whether your transactions involve overdraft fees or returned item fees. The available balance reflects your actual balance less any deposit holds or debit authorization holds. The available balance is updated throughout the day with posted transactions or authorization holds.
A temporary debit authorization hold affects your available account balance - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money, which may be more than the actual amount of your purchase. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it may be up to three days before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the temporary hold. If the transaction is presented for payment in an amount greater than the funds left in your available balance after the deduction of the temporary hold amount that transaction will be:

- A nonsufficient funds (NSF) transaction is not paid
- An overdraft transaction if we do pay it

You will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

Here is an example of how this can occur. Assume for this example that our overdraft fee is $35:

You have $120 in your account. You swipe your card at the card reader on a gasoline pump. Since it is unclear what the final bill will be, the gas station’s processing system immediately puts a temporary hold on your account in a specified amount, for example, $80. Our processing system authorizes a temporary hold on your account in the amount of $80, and the gas station’s processing system authorizes you to begin pumping gas. Your available balance in your account is now $40.

You fill your tank and the amount of gasoline you purchased is only $50. Our processing system shows that you have $40 in your account available for other transactions ($120 - $80 = $40) even though you would have $70 in your account available for other transactions if the temporary hold was equal to the amount of your purchase ($120 - $50 = $70).

Later, another transaction you have authorized is presented for payment from your account in the amount of $60 (this could be a check you have written, another card transaction, an ACH debit or any other kind of payment request). This other transaction is presented before the amount of the temporary hold is adjusted to the amount of your purchase (remember, it may take up to three days for the adjustment to be made).

Because the $60 transaction is greater than your account available balance, your account will be assessed the overdraft fee of $35 according to our overdraft fee policy. You will be charged this $35 fee according to our policy even though you would have had enough money in your account to cover the $60 transaction if your account had not been debited by the temporary hold.

DEPOSITS - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn “on us”). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unlawfully prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error or other item defect which satisfies reverses of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the period provided for in any earlier agreement. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our “daily cutoff time” on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

WITHDRAWALS - 
Generally - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs to open the account or has authority to make withdrawals to indorse any item payable to you or (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

Postdated checks - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks manually, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

Checks and withdrawal rules - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any bank or bank-like withdrawal or transfer checks that have been approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account, treat it as if a nonsufficient funds transaction, and the account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a “stop payment” request, as defined by law or by the rules associated with the item introduced in the substitute check creation process, you agree that we may pay such item. See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit if those funds are available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of determining if withdrawal funds for collected items will be returned to you any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there is insufficient available funds.

Overdrafts - You understand that we may, at our discretion, honor withdrawal requests that overdraft your account. However, the fact that we may honor withdrawal requests that overdraft the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you. If we refuse to honor a withdrawal request under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts to your consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

Multiple signatures, electronic check conversion, and similar transactions - An electronic check conversion transaction is an electronic transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the check to examine the signatures on the item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

OWNERSHIP AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Single-Party Account - Such an account is owned by one party.

Multi-Party Account - Parties own account in proportion to net contributions unless there is clear and convincing evidence of a different intent.

RIGHTS AT DEATH - Single-Party Account - At the death of a party, ownership passes as part of the party’s estate.

Multi-Party Account With Right of Survivorship - At death of party, ownership passes to surviving party(s). If more than one party survives and none is the surviving party’s spouse, the amount to which the party had been entitled passes as part of the party’s estate.

Owner Designation - At death of last surviving party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving party’s estate.

Multi-Party Account With Right of Survivorship and Pay-on-Death Designation - At death of last surviving party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving party’s estate.

STOP PAYMENTS - Unless otherwise provided, the rules in this section cover stop payment orders for checks and other rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept a stop order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must provide the following information: the identity of the number, date, and amount of the item and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Your stop-payment order is effective for six months if it is given to us in writing or by another type of record (Generally, “a record” is information that is visible or visible information that can be heard or read and understood – you can ask us what type of stop payment records you can give us). Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-
payment order will lapse after 14 calendar days if it is not confirmed in writing or by another type of record within that time period. We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

If you stop payment on an item and we incur any damages or expenses because of the stop-payment order, you agree to indemnify us for those damages and expenses, including attorneys’ fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment without a stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we credited you for the item).

TRANSFER LIMITATIONS - For savings and money market accounts you may make up to six transfers or withdrawals by means of a preauthorized, automatic, or telephonic transfer to another account of yours or to a third party or by check, debit card, or similar order or instrument to a third party. However, you may not make more than six transfers from the account (other than those made by a automated clearing house (ACH)). If the transfer or withdrawal is initiated in person, by mail, or at an ATM then there is no limit on the number of payments that may be made directly to you, directly for amounts you owe us, or transfers to other accounts you have with us. Wire transfers by phone are also unlimited if you are requesting that a check be mailed to you.

AMENDMENTS AND TERMINATION - We may change our bylaws and any term of this agreement. Rules governing changes in rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes we will give you reasonable notice in the form of a notice by or by order of law. We may close this account if your membership in the credit union terminates, or by giving reasonable notice to you and tender of the account balance personally or by mail. If we close your account, you must promptly provide us with a forwarding address so that we can send you the account balance. If your account is closed because you closed your account, you are responsible for leaving enough money in the account to cover any outstanding items and charges to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot reasonably expect your interest to change, we cannot give you notice. If you fail to give us notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. At our option, we may suspend your accounts to prevent further losses due to the circumstances of this agreement. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new terms.

NOTICES - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to locate the item and it must be given to us according to the specific delivery instructions provided elsewhere, if any. Notice to you of any notice to all of you. To the extent a notice may be made directly to an institution or account holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment without a stop-payment order.

STATEMENTS - Statements are a valuable tool to help prevent fraudulent or mistaken transfers. Your statement will show the transactions that occurred in connection with your account during the statement period.

Your duty to report unauthorized signatures, alterations and forgeries - Your duty to report unauthorized signatures, alterations and forgeries is an important responsibility. You must examine your statement with “reasonable promptness.” Also, if you discover (or a court determines) that there is fraud, you should take action to correct the fraud. If you fail to report the unauthorized signature, alteration, or forgery, we are not required to make the correction.

In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. In addition, if you receive or we make available either your items or images of your items, you must examine them promptly for any unauthorized or altered items. You are informed that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days after the statement and items are mailed or otherwise made available to you may be asserting a claim against us for any errors on items identified in that statement and between you and us the loss will be entirely yours. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the 60 day time period to report other errors.

Errors relating to electronic fund transfers or substitute checks - For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the section concerning errors on our electronic fund transfers. Information relating to errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

ACCOUNT TRANSFER - This account may not be transferred or assigned without our prior written consent.

DIRECT DEPOSITS - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

RIGHT TO REPAYMENT OF INDEBTEDNESS - You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account any and all amounts you owe us, including: (a) the full amount of the due and payable debt; (b) the amount that comes due and payable because of the acceleration of the due date; or (c) the total amount of any combination of (a) and (b). The amount may include any portion of the balance for which we have properly accepted an assignment or other transfer of this account to a third party. In addition, if we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

Neither our contract rights nor rights under a statutory lien apply to this account if prohibited by law. For example, neither our contract rights nor rights under a statutory lien apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor’s right of withdrawal arises only in a representative capacity, or (d) setoff is prohibited by the Military Lending Act or its implementing regulations. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

RESTRICTIVE LEGENDS OR INDORSEMENTS - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends on the back of checks. A restrictive legend is a warning (e.g., “for deposit only” or “check not valid for more than $1,000.00.”) that the payee’s signature accompanied by the word “for deposit only” is an example of a restrictive indorsement. If you have signed a check that contains a restrictive legend or other special instruction placed on checks, you agree we will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

FACTSIMILE SIGNATURES - Unless you make arrange arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you, in respect of any check containing a facsimile signature, the full amount that is drawn on you. We give you this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of lines. However, we may refuse to honor facsimile signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

PLEDGES - Each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.

CHECK PROCESSING - We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time to have a reasonable
opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

INDORSERENCES - We may accept for deposit any item payable to you or your order, even if it is not endorsed by you. We are not responsible for returning checks back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

DEATH OR INCOMPETENCE - You agree to notify us promptly if any person with a right to withdraw funds from your account dies or is adjudicated (by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may make or certify checks on your account after your death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

FIDUCIARY ACCOUNTS - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executives, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not in the capacity of a trustee in connection with the trust, and we do undertake any obligation to monitor or enforce the terms of the trust or letters.

CREDIT VERIFICATION - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

LEGAL ACCOUNTS AFFECTING YOUR ACCOUNT - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed “legal action” in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in your account and give you the opportunity to withdraw your account proceeds, provided you have honored any court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any other way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys’ fees and our internal expenses) may be deducted against your account. We may supply any missing indorsement(s) for any item we accepted elsewhere may specify additional fees that we may charge for certain legal actions.

SECURITY - It is your responsibility to protect the account number(s) and access device(s) (e.g., an ATM card, point-of-sale card and/or PIN) for your account(s). Do not discuss, compare, or share information about your account number(s) or access device(s) with anyone unless you are authorizing the access device. If you use your account(s) through automated means, you agree that the list of your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS - We may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. We need not remind you of our recording of your telephone conversations.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we must first obtain your consent to contact you about your account because we must comply with the consumer protection laws of the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

• Your consent is limited to this account, and as authorized by applicable law.
• Your consent does not authorize us to contact you for telemarketing purposes (unless you otherwise agreed elsewhere).

With the above understandings, you authorize us to contact you regarding this account throughout its existence using any telephone numbers or email addresses that you have provided previously provided to us or that you or your representative provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged. You agree to authorize us to contact you through the use of a voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us. CLOSING YOUR ACCOUNT - If you close your credit or deposit account because of a forgery, alteration, or any unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the suspected violation. You authorize us to provide information as we may determine to any court or any other appropriate official involved in any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding your claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or for attorneys’ fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights, or, at our option, assign your rights to us. We reserve the right to withhold any recovery or otherwise recover our costs if we determine that we re-pursuit any recovery or any other attorney, fee or disbursement.

You agree that you will not waive your rights to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights, or, at our option, assign your rights to us. We reserve the right to withhold any recovery or otherwise recover our costs if we determine that we re-pursuit any recovery or any other attorney, fee or disbursement.

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You agree that you will not waive your rights to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights, or, at our option, assign your rights to us. We reserve the right to withhold any recovery or otherwise recover our costs if we determine that we re-pursuit any recovery or any other attorney, fee or disbursement.
identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement. Final settlement is not made until a Federal Reserve wire is received as made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive your payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

POWER OF ATTORNEY - You may wish to appoint an agent to conduct transactions on your behalf, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit. A power of attorney continues until your death or the death of the person given the power. If the power of attorney is not “durable”, it is revoked when you become incompetent. We may continue to honor the power of attorney for transactions up to and including any written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

DATE-DATED CHECKS - We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not stand a chance of receiving the check, you must place a stop-payment order on the check in the manner we have described elsewhere.

NCUA INSURANCE - Funds in your account(s) with us are insured by the National Credit Union Administration (NCUA) and backed by the full faith and credit of the United States government. The amount of insurance coverage you have depends on the number of accounts you have with us that are of different ownership. An individual account is one unique form of “ownership”; a joint account, a pay-on-death account, and a self directed qualified retirement account (e.g., IRA) are examples of some of the other forms of ownership. Shares for insurance purposes will be accounted for on the basis of the authorized account balance rounded to the nearest dollar of $250,000. (An IRA is a self directed qualified retirement account as is any account where the owner decides where and how to invest the balance.) Funds are insured to $250,000 per depositor for the total of funds combined in all of your other insured accounts with us. If you want your accounts to be insured for up to $1,250,000, you may ask us or contact the NCUA.

UNCLAIMED PROPERTY - The law establishes procedures under which unclaimed property must be surrendered to the state. (We may have our own rules regarding dormant accounts. Generally, the funds in your account are considered unclaimed if you have had no activity or cancelled coverage you have dependent on the number of accounts you have with us that are of different ownership. An individual account is one unique form of “ownership”; a joint account, a pay-on-death account, and a self directed qualified retirement account (e.g., IRA) are examples of some of the other forms of ownership. Shares for insurance purposes will be accounted for on the basis of the authorized account balance rounded to the nearest dollar of $250,000. (An IRA is a self directed qualified retirement account as is any account where the owner decides where and how to invest the balance.) Funds are insured to $250,000 per depositor for the total of funds combined in all of your other insured accounts with us. If you want your accounts to be insured for up to $1,250,000, you may ask us or contact the NCUA. You can also visit the NCUA website at www.ncua.gov and click on the Share Insurance link. The link includes detailed contact information as well as a Share Insurance estimator.

UTMA ACCOUNTS - Under the Uniform Transfers to Minors Act, the funds in the account are owned by the child who has unconditional use of the account when he or she reaches the age of majority. Before that time, the account may be accessed only by the custodian (or successor custodian), and the funds must be used for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the custodian (or successor custodian) are for the child’s benefit. We are not responsible to maintain age or eligibility for a UTMA account, even though our records may include the minor’s date of birth. It is the custodian’s responsibility to properly ensure ownership and the unclaimed property deed and the attainment of the age of majority. For this type of account, the child’s SSN/TIN is used for the Back-up Withholding Certification.

CASH TRANSACTION REPORTING - To help law enforcement agencies detect illegal activity, the law requires all financial institutions to report information on some types of cash transactions. If the information we need to complete the report is not provided, we are required to refuse to handle the transaction. If you have any questions regarding these rules, please contact your local Internal Revenue Service office.

BACKUP WITHHOLDING/TIN CERTIFICATION - Federal tax law requires us to report interest payments we make to you of $10 or more in a year, and to include your taxpayer identification number (TIN) on the report (the taxpayer identification number is the social security number for an individual, or a number assigned to a business that includes dividends, interest and bonus payments for purposes of this rule). Therefore, we require you to provide us with your TIN and to certify that it is correct. In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest income. If you do not have a TIN but have applied for one, if you are a foreign person, or if you are exempt from the reporting requirements,) We may subsequently be required to begin withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income.

LOST, DESTROYED, OR STOLEN CERTIFIED, CASHIER’S, OR TELLER’S CHECKS - Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen certified, cashier’s or teller’s check. To assert the claim: (a) we must be able to identify the account number or name you are an individual (b) the check must be received from you describing the check with reasonable certainty and asking for payment of the amount of the check, (c) we must receive the notice in time for us to have a reasonable opportunity to act on it, and (d) you must give us a declaration (in writing) that you have not altered the check. You can ask us for a declaration form. Even if all of these conditions are met, your claim may not be immediately enforceable. We may pay the check until the nineteenth day after the date of the check (or date of acceptance of a certified check). Therefore, your claim is not enforceable until the ninetieth day after the date of the check or date of acceptance, and the conditions listed above have been met. If we have not already paid the check, on the day your claim is enforceable we become obligated to pay you the amount of the check. We will pay you in cash or issue another certified check.

At our option, we may pay you the amount of the check before your claim becomes enforceable. However, we will require you to agree to indemnify us for any losses we might suffer. This means that if the check is presented after we pay your claim, and we pay you, you are obligated to pay us back. We may require you to provide a surety bond to assure that you can pay us if we suffer a loss.

CHANGING ACCOUNT PRODUCTS - We may change your account to another product offered by us at any time by giving you notice that your account will be changed to another product. You may object to changing your account, and the change will not occur before the next maturity date of your account. If you do not close your account before the date specified in the notice, we may change your account to that other product on the date specified in the notice.

TRANSACTIONS BY MAIL - We may return a check or request payment of the amount of the check by mail. You should endorse the check being sent through the mail with the words “For Deposit Only” and should include your correct account number underneath to ensure the check is credited to the correct account. If you do not provide us accurate instructions indicating how or where the check should be credited, we may credit it to any account or any loan balance you have with us or we may return the check to you. Receipts for such transactions will be mailed to you only if a self-addressed stamped envelope is provided. Following your deposit, examine your statement carefully or call us to ensure that we received the item. Do not send cash through the mail for deposit.

CHECK STORAGE AND COPIES - You agree that you will not receive your canceled checks. We will store your canceled checks or copies of them for a reasonable retention period. You may request copies from us in the manner we require.

TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not been properly warranted in accordance with the Check 21 Act. Unlawful internet gambling notice - Federal Regulation Part 53.384 and 13 CFR 53.384 are prohibited from being conducted through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful internet gambling.

MEMBERSHIP ELIGIBILITY - You may be eligible to join this Credit Union. Please see employee or website for eligibility requirements.

INTERNATIONAL ACH TRANSACTIONS - Financial institutions are required by law to report any Ach transaction (Ach transaction) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please keep this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Business Days: For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

Electronic Fund 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. For example, your authorization to convert a check or draft to an electronic fund transfer or to electronically pay a returned check or draft charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and credit union information. This information can be found on your check or draft as well as on a deposit or withdrawal slip. Thus, you should only provide your credit union account 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:

- Preauthorized credits. You may make arrangements for certain direct deposits to be accepted into your share draft or share savings account(s).
- Preauthorized payments. You may make arrangements to pay certain recurring bills from your share draft or share savings account(s).
- Electronic check or draft conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your checking or share draft account using information from your check or draft to pay for purchases or pay bills.
- Electronic returned check or draft charge. You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for insufficient funds.

Access 24 Telephone Transfers - types of transfers - You may access your account by telephone 24 hours a day at (505) 888-8920 or 1-800-356-3178 using your personal identification number, a touch tone phone, and your account numbers, to:

- transfer funds from account to account or member to member
- transfer funds from Extra Credit line of credit to account(s)
- make payments from account(s) to loan account(s) with us

CU Anytime/ATM Transfers - types of transfers and dollar limitations - You may access your account(s) by ATM using your VISA Debit Card or CU Anytime Card and personal identification number, to:

- make deposits to share draft or share savings account(s) with a VISA Debit Card or CU Anytime ATM card only at CU Anytime and CO-OP Network machines
- get cash withdrawals from share draft, share savings, or Extra Credit line-of-credit account(s) with a VISA Debit Card or CU Anytime ATM card
- You may withdraw up to $500.00 per card per 24 hours.
- transfer funds from account to account with a VISA Debit Card or CU Anytime ATm card

Some of these services may not be available at all terminals.

VISA Debit Card Transactions - You may access your Share Draft account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

Debit Card Transactions - dollar limitations - You may not exceed $2,500.00 in transactions per 24 hours.

This limit is subject to increase, based on account history.

Currency Conversion and International Transactions. When you use your VISA Debit Card, Credit Card, or ATM Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollars through a central processing date. The conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Visa USA charges us a 1% International Service Assessment on all international transactions regardless of whether there is a currency conversion. We pass this international transaction fee on to you. An international transaction is a transaction where the country of the merchant is outside the USA.

Advisory Against Illegal Use. You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

Non-VISA Debit Transactions: Nusenda Federal Credit Union enables non-VISA debit transaction processing and does not require that all such transactions be authenticated by a PIN. A non-VISA debit transaction to may occur between your Nusenda Federal Credit Union debit card through the PULSE/COOP Network. Below are examples to distinguish between a Visa debit and non-VISA debit transaction:

- To initiate a VISA debit transaction at the point of sale, the cardholder signs a receipt, provides a card number (e.g., in e-commerce or mail/telephone order environment), or swipes the card through a point-of-sale terminal.

- To initiate a non-VISA debit transaction, the cardholder enters a PIN at the point-of-sale terminal or, for certain bill payment transactions, provides the account number for an e-commerce or mail/telephone order transaction after clearly indicating a preference to route it as a non-VISA transaction.

A non-VISA debit transaction will not provide the zero liability protection benefit, and if a Rewards program is present, a non-VISA debit transaction may not be eligible for Rewards transaction.

Provisions of the cardholder agreement relating only to VISA transactions are inapplicable to non-VISA transactions.

Internet Banking and Mobile Application - types of transactions - You may access account(s) by visiting www.nusenda.org with either a computer or an internet enabled mobile device using login credentials created by you. You may also access your account by downloading the app from either the Apple Store or Google Store. You may use the login credentials created by you to:

- transfer funds between your accounts with us
- transfer funds from Extra Credit line of credit or Home Equity line of credit accounts to your accounts with us
- make payments from account(s) to loan account(s) with us
- Access to “Online Bill Payer” to:
  - pay bills directly, by using a personal computer and code, from your share draft account in the amounts and on the days of your request.
- transfer funds to third parties both with us and with other institutions
- get information about
  - the account balance and activity of all accounts with us
  - the account balance and activity of all loans with us
  - the account balance and activity of all credit card accounts with us
  - the account balance and activity of all mortgage loans with us

FEES

- We do not charge for direct deposits to any type of account.
- We do not charge for preauthorized electronic payments from any type of account, except for those fees that are associated with the Bill Payer feature of Internet Banking.
- We do charge a fee for preauthorized check withdrawals from any type of account.
- Please refer to our separate fee schedule for additional information about fees. Fees are subject to change.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

ATM Operator/Network Fees. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.)

DOCUMENTATION

- Terminal transfers. You can get a receipt at the time you make a transfer or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is $15 or less.
- Preauthorized credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (505) 889-7755 to find out whether or not the deposit has been made.
- Periodic statements.
  - You will get a monthly account statement from us for your share draft accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.
  - You will get a monthly account statement from us for your share savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

PREAUTHORIZED PAYMENTS

Right to stop payments and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

- Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.
  - Please refer to our separate fee schedule for the amount we will charge you for each stop-payment order you give.
- Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment will be made. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.
- Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

FINANCIAL INSTITUTION’S LIABILITY

Liability for failure to make transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

(1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
If you have an overdraft line and the transfer would go over the credit limit.

(2) If you have an overdraft line and the transfer would go over the credit limit.
(3) If the automated teller machine where you are making the transfer does not have enough cash.
(4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
(5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
(6) There may be other exceptions stated in an agreement with you.

CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:
(1) where it is necessary for completing transfers; or
(2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or your employer; or
(3) in order to comply with government agency or court orders; or
(4) as explained in the separate Privacy Disclosure.

UNAUTHORIZED TRANSFERS

(a) Consumer liability.

• Generally. Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check or draft. 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). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than $50.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as $100.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

• Additional Limit on Liability for VISA Debit Card. Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen VISA Debit Card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number (PIN) or telephone banking. Telephone 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). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than $50.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as $100.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

(b) Contact in event of unauthorized transfer. If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check or draft without your permission.

ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

(1) Tell us your name and account number (if any).
(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
(3) Tell us the dollar amount of the suspected error.
(4) If you think a reimbursement of an error is warranted, tell us how much you want to be reimbursed and explain why.
(5) Include any documents or statements you have relating to the error.

We determine whether an error occurred within 10 business days (5 business days for VISA Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transaction) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for VISA Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

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

BUSINESS DAYS: MONDAY THROUGH FRIDAY EXCLUDING FEDERAL HOLIDAYS
PHONE: (505) 889-7755 or 1-800-347-2838

For inquiries regarding "Online Bill Payer" transactions, contact:

NUSENDA FEDERAL CREDIT UNION
P.O. BOX 8530
ALBUQUERQUE, NEW MEXICO 87198
PHONE: (505) 889-7755 or 1-800-347-2838

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to all "transaction" accounts. A transaction account is an account that allows, during any month, more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, computer, telephone or instruction, or similar order to a third party.

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

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

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

All ATM deposits are put on a two-business day hold. If you make a deposit at an ATM during regular business hours on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may fund your deposit from the deposit available for withdrawal immediately, or we may delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

LONGER DELAYS MAY APPLY

Case-by-case delays. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first $200 of your deposits, however, will be available on the first business day after the date of deposit.

If we are not going to make all of the funds from your deposit available on the first business day after the date of deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Safeguard exceptions. 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 deposit checks totaling more than $5,000 on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

There is an emergency, such as failure of computer or communications equipment.

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

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new member, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first $5,000 of a VISA Debit Card point-of-sale transactions, traveler’s checks, and federal state and local government checks will be available on 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. The excess over $5,000 will be available on 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
$5,000 will not be available until the second business day after the day of your
deposit.
Funds from all other check deposits will be available on the ninth business day
after the day of your deposit.

**SUBSTITUTE CHECKS AND YOUR RIGHTS**

As our member we think it's important for you to know about substitute checks. The following Substitute Check Disclosure provides information about 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 a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law 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, bounced check fees).

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

If you use this procedure, you may receive up to $2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 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 at:

P.O. Box 8530
Albuquerque, NM 87198
505-889-7755
info@nusenda.org

You must contact us within 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 —

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: the check number, the amount of the check, the date of the check, and the name of the person to whom you wrote the check.

**TRUTH-IN-SAVINGS DISCLOSURE**

**TRANSACTION SHARE ACCOUNT**

**Rate Information:**

The dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for your account as determined by the credit union board of directors.

**Compounding and crediting** - Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

**Minimum balance requirements:**

For more information on minimum balance requirements, please refer to our separate fee schedule as this varies depending on the account.

**Daily balance computation method** - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

**Fee Information:**

Please refer to our separate fee schedule for additional information.

**Transaction limitations:**

No transaction limitations apply to this account unless otherwise stated.

**Par value of a share:**

The par value of a share in this account is $5.00. For this account to remain open, you must maintain a $5.00 balance.

**breeze™ Reloadable Visa® Debit Card**

**Minimum balance requirements:**

For more information on the minimum balance requirements, please refer to our separate fee schedule as this varies depending on the account.

**Account limitations:**

Withdrawals from your account are permitted through your card only. No in person withdrawals with a branch employee are permitted. Withdrawals using checks or share drafts are not permitted. Any check or share drafts presented for payment will be returned unpaid.

**Fee information:**

Please refer to our separate fee schedule for additional information.

**For This Account the Following Applies:**

No dividends will be earned
No overdraft fees will be charged

**NON-TRANSACTION SHARE ACCOUNT**

**Rate Information:**

The dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for your account as determined by the credit union board of directors.

**Compounding and crediting** - Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

**Minimum balance requirements:**

For more information on minimum balance requirements, please refer to our separate fee schedule as this varies depending on the account.

**Daily balance computation method** - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

**Fee Information:**

Please refer to our separate fee schedule for additional information.

**NON-TRANSACTION SECOND SHARE ACCOUNT**

**Rate Information:**

The dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for your account as determined by the credit union board of directors.
Compounding and crediting - Dividends will be compounded every month.

Dividend period - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

Minimum balance requirements:
For more information on minimum balance requirements, please refer to our separate fee schedule as this varies depending on the account.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations:
See definition/explanation of Transaction Limitations under Terms and Conditions.

Fee Information:
Please refer to our separate fee schedule for additional information.

NON-DIVIDEND SHARE ACCOUNT

Minimum balance requirements:
For more information on minimum balance requirements, please refer to our separate fee schedule as this varies depending on the account.

Transaction limitations:
See definition/explanation of Transaction Limitations under Terms and Conditions.

Par value of a share:
The par value of a share in this account is $5.00. For this account to remain open, you must maintain a $5.00 balance.

NON-DIVIDEND CHECKING ACCOUNT

Minimum balance requirements:
For more information on minimum balance requirements, please refer to our separate fee schedule as this varies depending on the account.

Transaction limitations:
No transaction limitations apply to this account unless otherwise stated.

For This Account the Following Applies:
No dividends will be earned.
No per-check fee will be applied to checks that clear the account, regardless of the number.

Fee Information:
Please refer to our separate fee schedule for additional information.

DIVIDEND-EARNING CHECKING ACCOUNT

Rate Information:
The dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for your account as determined by the credit union board of directors.

Compounding and crediting - Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend period - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

Minimum balance requirements:
For more information on minimum balance requirements, please refer to our separate fee schedule as this varies depending on the account.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations:
No transaction limitations apply to this account unless otherwise stated.

MONEY MARKET FUND ACCOUNT

Rate Information:
The dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for your account as determined by the credit union board of directors.

Compounding and crediting - Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend period - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

Minimum balance requirements:
For more information on minimum balance requirements, please refer to our separate fee schedule as this varies depending on the account.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations:
See definition/explanation of Transaction Limitations under Terms and Conditions.

Fee Information:
Please refer to our separate fee schedule for additional information. Fees are subject to change.

CLUB ACCOUNTS

Compounding and crediting - Dividends will not be compounded. Dividends will be credited to your account at the end of the club year.

Minimum balance requirements:
For more information on minimum balance requirements, please refer to our separate fee schedule as this varies depending on the account.

Fee Information:
Please refer to our separate fee schedule for additional information.

Deposit limitations:
The maximum deposit we allow is $500.00 per month.

Time Requirements:
Holiday Club Accounts mature every October 31.
Vacation Club Accounts mature every April 30.

Holiday Club dividend period - For this account type, the dividend period is annual, for example, the beginning date of the first dividend period of the calendar year is November 1, and the ending date of such dividend period is October 31 of the following year. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of a dividend period, and for the example above is October 31.

If you close your account before dividends are paid, you will not receive the accrued dividends.

Vacation Club dividend period - For this account type, the dividend period is annual, for example, the beginning date of the first dividend period of the calendar year is May 1, and the ending date of such dividend period is April 30 of the following year. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of a dividend period, and for the example above is April 30.

If you close your account before dividends are paid, you will not receive the accrued dividends.

SHARE CERTIFICATE

Rate Information - Please refer to our separate rate sheet for current dividend rate and annual percentage yield information. You will be paid this rate until maturity.

Compounding frequency - Unless otherwise paid, dividends will be compounded every month.

Crediting frequency - Dividends will be credited to your account every month and at maturity. Alternatively, you may choose to have dividends paid to you or transferred to another account every month rather than credited to this account.

Dividend period - For this account type, the dividend period is monthly.

Minimum balance requirements:
For more information on minimum balance requirements, please refer to our separate fee schedule as this varies depending on the account.

Fee Information:
Please refer to our separate fee schedule for additional information.

Account limitations:
After the account is opened, we reserve the right to refuse or allow additions into your account.
You may make withdrawals of principal from your account before maturity. Principal withdrawn before maturity may be subject to early withdrawal penalty. The minimum withdrawal of principal we allow is $500.00 per withdrawal.
You can only withdraw dividends credited in the term before maturity of that term without penalty. You can withdraw dividends anytime during the term of crediting after they are credited to your account.

Time requirements - Please refer to our separate disclosure or your certificate for information regarding term length.

Early withdrawal penalties (a penalty may be imposed for withdrawals before maturity) -
• If your account has an original maturity of less than 18 months:
  ▪ The penalty we may impose will be:
    • 3 months of interest
  ▪ If your account has an original maturity of less than 18 to 24 months:
    ▪ The penalty we may impose will be:
      • 6 months of interest
  ▪ If your account has an original maturity of less than 36 to 48 months:
    ▪ The penalty we may impose will be:
      • 1 year of interest
  ▪ If your account has an original maturity of 60 months:
    ▪ The penalty we may impose will be:
      • 18 months of interest
In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. See your plan disclose if this account is part of an IRA or other tax qualified plan.

Withdrawal of dividends prior to maturity - The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

Automatically renewable account - This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or we receive written notice from you within the grace period mentioned below, if any. If you prevent renewal, your funds will be disbursed in accordance with your instructions. Each renewal term will be the same as the original term, beginning on the maturity date. The dividend rate will be the same we offer on new term share accounts on the maturity date which have the same term, minimum balance (if any) and other features as the original term share account.

You will have a grace period of ten calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty; however dividends will not accrue during this period.

**BUMP-RATE CERTIFICATE**

If your certificate offers this option, you will have the opportunity, once during the term of this special certificate, to increase the rate of your certificate. If the published rate for a Share Certificate is higher than your original rate, with the same term, you may notify us to increase the rate of your Bump Rate Certificate to the higher rate. You will earn that higher rate for the remainder of your original term.

At the time of your rate adjustment, you may also add additional funds to the Bump Rate Certificate. You will earn dividends on the total balance of your Certificate from the date of that additional deposit through the maturity date for the Certificate.

If you exercise your option to “bump” the rate of your certificate, your certificate will not renew as a Bump Rate Certificate at maturity. At the time of maturity, all funds in your Bump Rate Certificate will automatically remain in the existing Certificate, unless you choose to do otherwise. The dividend rate will be the same we offer on new term share accounts on the maturity date which have the same term, minimum balance (if any) and other features as the original term share account.

Not all certificates qualify for this Bump Rate option.

**COMMON FEATURES**

Bylaw requirements:

You must complete payment of $5.00 in either a Transaction Share or Share account within six months of admission to membership.

You must maintain a minimum daily balance of $5.00 in the account at all times to maintain your status as a member in good standing and to be eligible for other credit union services.

Non-participation Policy:

A member may have membership privileges revoked for non-participation. Non-participation is based upon any one of the following:

- The member’s failure to purchase and maintain a share at par value as defined within the Bylaws (currently $5 with 6 months to complete the purchase), or
- The member’s failure to vote in three (3) consecutive annual credit union elections, or
- The member maintains only a share at par value and has failed to obtain a loan from, or lend to the credit union for a period of at least 6 months. Additionally, the member has not responded to direct communication to become a participating member within 30 days from non-participation notification.

Nature of dividends - Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period. (This disclosure further explains the dividend feature of your non-term share account(s).)

Please refer to our separate rate sheet for current dividend rate and annual percentage yield information.

Please refer to our separate fee schedule for additional information about fees.

Overdraft Fee Transaction Categories - The categories of transactions for which an overdraft fee may be imposed are those by any of the following means: share draft, in-person withdrawal, ATM withdrawal, or other electronic means.