### General Information

**Important Information About Procedures for Opening New Account**

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

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

### Agreement

This Terms and Conditions of Your Account Document ("Agreement"), along with any other documents we give you pertaining to your account(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, regarding your Accounts, 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 can and does vary such rules or laws). The body 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 for certain 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 will 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.

### Arbitration and Waiver of Class Action

You and the Credit Union agree that we shall attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts or the products or services the Credit Union has provided, will provide or has offered to provide to you, and/or any aspect of your relationship with the Credit Union (hereafter referred to as the “Claims”). If that cannot be done, then you agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision (“Arbitration Agreement”), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with its applicable rules and procedures for consumer disputes (“Rules”). Whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at www.adr.org or, a copy of the Rules can be mailed to you upon request. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim by:

- (a) making written demand for arbitration upon the other party,
- (b) initiating arbitration against the other party, or
- (c) filing a motion to compel arbitration in court.

AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT). This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf.

### Selection of Arbitrator

The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, and if you and we do not agree on a substitute forum, then you can select the forum for the resolution of the Claims.

### Effective Date

This Arbitration Agreement is effective upon the 61st day after we provide it to you ("Effective Date"), unless you opt-out in accordance with the requirements of the RIGHT TO OPT-OUT provision below.

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AAB-TIS-CU 8/1/2019 Custom 201603392-020 ENMAIB4
Claims Arising Prior to Effective Date

This ARBITRATION AGREEMENT APPLIES TO ALL CLAIMS THAT ARE FILED OR INITIATED AFTER THE EFFECTIVE DATE, EVEN IF THE CLAIM ARISES OUT OF, AFFECTS, OR RELATES TO CONDUCT THAT OCCURRED PRIOR TO THE EFFECTIVE DATE. This Arbitration Agreement will not apply to such Claim.

Arbitration Proceedings

The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced. Any claims and defenses that can be asserted in court can be asserted through arbitration. The arbitrator shall be entitled to award the same remedies that a court can award. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator’s award can be entered into judgment by a court of competent jurisdiction. Except as provided in applicable statutes, the arbitrator’s award is not subject to review by the court and it cannot be appealed. The Credit Union shall pay for any filing, administration, and arbitrator fees imposed on you by the AAA. However, it will pay, or your attorney will pay, those fees (i) unless you prevail on your Claim in the arbitration, in which case, we will pay your attorney’s fees; however, if the Credit Union prevails, then you will not be required to pay our attorney’s fees. Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.

Class Action Waiver

ANY ARBITRATION OF A CLAIM WILL BE IN AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT THIS ARBITRATION AGREEMENT SHALL APPLY TO THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.

Severability

In the event that the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions will remain fully enforceable.

Survival

This Arbitration Agreement will survive termination of the Agreement.

How to Opt-Out

You have the right to opt-out of this Arbitration Agreement, provided you notify the Credit Union of your intent to do so within sixty (60) days after it is provided to you. Your opt-out is only effective if you notify the Credit Union in writing at Nusenda Credit Union, Attention: Compliance Department, P.O. Box 8530 Albuquerque, NM 87198 or electronically to ComplianceDistributionDepartment@Nusenda.org within such sixty (60) day period time. If you fail to opt-out within this sixty (60) day time, you will be deemed to have consented to the resolution of your Claim(s) through binding arbitration. In the event you opt-out, it shall not affect other terms and conditions of your Agreement or your relationship with the Credit Union.

Amendment/Termination of this Agreement

Notwithstanding anything in this Agreement to the contrary, we will not amend or terminate this Arbitration Agreement unless we provide you with sixty (60) days prior written notice of such amendment or termination and an opportunity to opt-out of the amendment or termination during that time period. Further, any amendment or termination of this Arbitration Agreement shall not apply to claims arising from conduct that occurred prior to the date of amendment/termination.

Inapplicable to “Covered” Borrowers under the Military Lending Act

This Arbitration Agreement will not apply to any Claims involving a consumer loan we provide you with the extent you and/or a co-borrower are “covered borrowers” under the Military Lending Act.

FOR MORE DETAILS or if you have questions, you may call us or visit Nusenda.org.

The Military Lending Act.

Notwithstanding anything in this Agreement to the contrary, we will not amend or terminate the Arbitration Agreement unless we provide you with sixty (60) days prior written notice of such amendment or termination and an opportunity to opt-out of the amendment or termination during that time period. Further, any amendment or termination of this Arbitration Agreement shall not apply to claims arising from conduct that occurred prior to the date of amendment/termination.

Unfairness or Failing to Enforce

We will not take any action against you for our costs as reasonable attorneys’ fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claims, interests or demands, including any claims or demands that you or any third party takes regarding 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 attorney’s fees can be deducted from your account when they are incurred, without notice to you.

Ownership of Account 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.

Multiple-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 death of the party, ownership passes as part of the party’s estate.

Multiple-Party Account with Right of Survivorship

At death of party, ownership passes to surviving parties. If two or more parties survive and one is the surviving spouse of the deceased party, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the two or more surviving parties in the ratio of the survivor’s net contributio

At death of the party, ownership passes as part of the party’s estate.

Multiple-Party Account with Right of Survivorship and Pay-on-Death Designation

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

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 another 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 executors, administrators, or conservators under the probate rules. Under the probate rules, we may only open such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

You may wish to appoint an agent to conduct transactions on your behalf. (We, 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 power of attorney, or until the power of attorney is revoked. If the power of attorney is not in effect when you become incompetent, we may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the agent’s incompetence; or (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.

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 she or he 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 for monitoring agent age eligibility or any UTMA account, even though our records may include the minor’s date of birth. It is the custodian’s responsibility to properly distribute the funds in the account upon the minor’s death or attainment of the age of majority. For this type of account, the child’s SSN/TIN is used for Backup Withholding Certification.

Monitoring and Recording Telephone Calls

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 before each phone conversation.

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 in this manner. We may obtain your consent to the use of an UTMA account, even though our records may include the minor’s date of birth. 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 for the call. You further authorize us to contact you through the use of voice messages and/or text messaging. You agree to 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.

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Unlawful Internet Gambling Notice
Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed 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.

Limitation of Services
Nusenda Credit Union may suspend or terminate services to a member or other person when the account is in good standing in Nusenda Credit Union. Suspension or termination may affect access to any Nusenda services, facilities, and personnel, except for a member’s right to maintain a share account and to vote at annual and special meetings. A person is considered to be “in good standing” if such person:

1. fails to comply with the terms and conditions of any obligation to Nusenda;
2. causes a loss or expense to Nusenda;
3. manipulates, engages in fraud, or otherwise abuses Nusenda’s services; or
4. engages in abusive behavior or injures any person or damages any property while on Nusenda’s premises.

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 of all deposits into your account without regard to deposits on hold or pre-authorization commitments, less payments that have actually “posted” to your account. The actual balance does not include transactions that you have initiated which have not yet been presented to us for payment, such as debit card purchases that have been authorized and are pending (“pre-authorized commitments”) or checks you have written that have not yet cleared. This may appear on receipts or Internet Banking or our Mobile Application as “Actual Balance”. On your periodic statement it will appear as “Balance”.

Available balance
Your available balance is the money in your checking or share account that is currently available to you to have checks cleared, make debit card purchases, or make withdrawals. This balance is used to assess per occurrence 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 preauthorization requests. This may appear on receipts or Internet Banking or our Mobile Application as “Available Balance”.

A temporary debit authorization holds 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 or less than the actual amount of your purchase. When this happens, our processing system cannot determine that the amount of the hold differs from the actual amount of your purchase. This temporary hold is recorded on your account as a memorandum, and is removed, or automatically 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 further transactions will be reduced by the amount of the temporary hold. If another 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 if we do not pay it
- Or
- An overdraft if we do pay it

You will be charged an NSF (referred to as an “Overdraft paid/undeferred” fee in our General Fees schedule) You will be charged the fee even if you would have had sufficient available funds in your account if the amount of the hold had been equal to the amount of your purchase. For debit card transactions involving merchant authorization holds, we look at the available balance in the account after a transaction posts to determine whether the transaction results in an overdraft and potential related fees. In making this determination, we check your available balance at two separate times—first, at the time a merchant request is received for the transaction and, second, when the transaction is returned. If the available balance had been less than the amount of the hold, we will debit your available balance in the amount of the hold. If the available balance had been at least equal to the amount of the hold, we will debit your available balance in the amount of the hold and charge a related NSF fee. If the available balance had been greater than the amount of the hold, we will debit your available balance in the amount of the hold and charge an overdraft fee if we decline it, we will charge a related NSF fee for each such resubmitted item each time that same transaction is returned unpaid or we will charge an overdraft fee if a resubmitted item is paid when your account lacks sufficient available funds to pay it.

THERE ARE SUFFICIENT FUNDS TO COVER A TRANSACTION THAT YOU INITIATED
Because you check your available balance at two separate times as explained above, in addition to the fact that your available balance may not reflect all your outstanding checks, automatic bill payments that you have authorized, or other outstanding transactions that have not yet been paid from your account.

NSF Fee:
We are not required to pay any overdraft if your account does not contain a sufficient actual or available balance. If we do not authorize and pay an overdraft, then we may decline or return the transaction or item and charge a related NSF fee. You are responsible for ensuring that your account includes a sufficient available balance to pay the transactions you initiate or authorize when they are posted for payment from your account, and you also acknowledge that the timing of when merchants or payees submit transactions to us for payment may vary.

If your account does not have a sufficient available balance when a transaction or item is presented to us for payment and, as a result, returned unpaid subject to a NSF fee, the NSF fee is assessed to your account. This fee may be the same amount as the transaction, and may do so multiple times (this may also occur when you initiate transfers and payments through your Credit Union Internet Banking or Bill Payment services and your account lacks a sufficient available balance at the time the transaction is scheduled). In this situation, we will charge you the NSF fee, and you must remit the NSF fee and the transaction amount back to the credit union within 30 days. You may then resubmit the transaction at a later time in an attempt to process your request. In the event a transaction or item is resubmitted for payment at a time when your account lacks sufficient available funds to pay it and we decline it, we will charge a related NSF fee for each such resubmitted item each time that same transaction is returned unpaid or we will charge an overdraft fee if a resubmitted item is paid when your account lacks sufficient available funds to pay it.

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, you acknowledge that the bank may act as your agent, regardless of the form of indorsement, and, in the absence of such indorsement or of lack of indorsement on the item and even though we provide you with provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item of which we are the presentment bank and for which you were paid, but 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 problem which in our judgment justified reversal of credit. We may reverse any provisional credit for items if you authorize us to attempt to collect previously returned items without giving you notice. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on the final collection date. You are responsible for all transactions by mail or outside depository until we actually record them. We will treat any transactions received during 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. You are responsible for all transactions in your account from the time that a deposit is made. If you accept a third-party check for deposit, we may require any third-party endorsers to verify or guarantee their indorsements, or endorse in our presence.

Withholdings
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 or has
authority to make withdrawals to indorse any item payable to you or your order for funds will be 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 deciding whether to return an item for insufficient funds at 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 are insufficient available funds.

**Large cash withdrawals**

You acknowledge that the Credit Union limits large cash withdrawals to ensure that sufficient cash is available for all members’ requests, as well as to minimize security threats to you or the Credit Union and its employees and members. You agree that we may limit the amount of cash available to withdraw to no more than $10,000 a day, at all our branches, including video tellers. Only withdrawals in excess of such limits, or for specific denominations, can only be accommodated upon our written approval of your request, and such request must be submitted at least five business days prior to the requested transaction. We may also require that we provide funds to you through another means, such as bond/cashier’s check or wire transfer, at our sole and absolute discretion.

**Shared Branching**

Nusenda Credit Union is part of CO-OP Shared Branching network, a partnership that allows our members to utilize any of the cooperating credit union branches and conduct business with some limitations. The maximum cash withdrawal amount that each Nusenda member can receive at a shared branch acquirer is $7,500. However, the shared branch acquirer may choose to lower or increase that limitation.

**Overdraft Programs**

**Overdraft Payment Service - What You need to Know about Overdrafts and Overdraft Payment Options**

An overdraft occurs when you do not have enough money in your checking account to cover a transaction, but we pay it anyway. We can cover overdrafts in two different ways:

1. We have standard overdraft practices that will be added automatically on qualified checking accounts. We call this Courtesy Pay. Courtesy Pay is meant to cover unintentional overdrafts and emergencies. This is not a line of credit and any resulting overdraft balance must be promptly repaid.
2. We also offer more than one overdraft protection plan. links from your savings, money market or a Line of Credit (if you apply and are approved), which may be less expensive than our standard overdraft practices.

**What comes with Nusenda’s Courtesy Pay Service If you Opt In**

Nusenda offers two different types of coverage based on the option you select when you opt in:

1. **Standard Overdraft Payment Service - Courtesy Pay without opting in to one-time debit card transactions:**
   - We do not charge or pay overdrafts for the following types of transactions:
     - Checks and other transactions made using your checking account number.
     - Automatic bill payments and other pre-authorized transactions.
   - Debit card transactions recorded as recurring.
   - We do not authorize or pay overdrafts for the following transactions:
     - ATM transactions.
     - Every day or onetime debit card transactions (electronic, signature or non-PIN).
   - You agree to pay any standard Account charges that apply to your Account and to pay fees and charges for special services you request such as wire transfers, stop payment orders, bonded checks and dishonored checks. These charges may change from time to time. A list of Nusenda’s current charges for commonly requested services is contained in Nusenda’s Rate and Fee Schedule within Nusenda’s website. You may also obtain an updated schedule of fees at any time through one of our branches. A copy of the Fee Schedule has been provided to you upon the opening of your membership.

2. **Full Overdraft Payment Service - “Courtesy Pay” and opting in to one-time debit card transactions:**
   - If you opt in to and are approved for Full Overdraft Payment Service – Courtesy Pay with one-time debit card, we do authorize and pay overdrafts for the following types of transactions:
     - Checks and other transactions made using your checking account number.
     - Automatic bill payments and other pre-authorized transactions.
   - Debit card transactions coded by merchants as recurring.

We authorize and pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft, you owe us the amount you charged to your account.

**Overdraft Line of Credit and Signature Line of Credit**

You may apply for an Overdraft Line of Credit or a Signature Line of Credit as a source for overdrafts and to cover the overdraft fees and charges that may be assessed.

**Transfers from Share and Money Market Accounts**

This service will automatically transfer funds to cover checking withdrawals that exceed the available balance. The transfers will occur if there are available funds above your $5 membership minimum balance Regular Share Account in increments of $25.00.

There is a fee for each overdraft transfer which varies depending on the source. Please refer to our Fee Schedule for additional information.

If there are insufficient funds to cover the next overdraft, the system will automatically move to the next source. The system will not transfer from multiple sources for the same item, therefore the entire amount needed must be available in one of the sources of the item will be rejected.

Standard NSF fee will apply if there are no funds available to transfer from any of the overdraft sources selected.

Please review Fees located in the Fee Schedule for more information on NSF Fees. **Multiple Signatures, Electronic Check conversion, and Similar Transactions**

An electronic check conversion transaction is a 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 you may have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

**Stop Payments**

Unless otherwise provided, the rules in this section cover stopping payment of items drawn on your account.

Nusenda Credit Union may make up to six transfers or 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 an 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.

You agree that stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you are present 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 stored in such a way that it can be retrieved and 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 pay us the stop-payment fee and similar items. To stop payment of other types of transfers of funds, 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 acknowledge that anyone holding the item may be entitled to enforce payment against you despite the 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 certified the item). **Fees**

You agree to pay any standard Account charges that apply to your Account and to pay fees and charges for special services you request such as wire transfers, stop payment orders, bonded checks and dishonored checks. These charges may change from time to time. A list of Nusenda’s current charges for commonly requested services is contained in Nusenda’s Rate and Fee Schedule within Nusenda’s website. You may also obtain an updated schedule of fees at any time through one of our branches. A copy of the Fee Schedule has been provided to you upon the opening of your membership.

**Transactions/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 or to another third party or by check, debit card, or similar order to a third party during any calendar month (or statement cycle of at least four weeks). A preauthorized transfer includes any arrangement with us to pay a third party from your account at a fixed or on a fixed schedule (i.e., a timed recurring transfer, such as an automatic 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 to a third party or from you, or transfers to other accounts or sources for the same item.

Withdrawals 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 writing or by any other method permitted by law. We may close this account if your...
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 due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off against any due and payable debt any of you owe us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and not the remaining balance of the note, nor will we include any portion of the balance for which we have previously accepted the due date.

In addition to these contract rights, we may also have rights under a "statutory lien." A "statutory lien" is one created by federal or state statute. If federal or state law provides us with a statutory lien, then we are authorized to apply, without prior notice, your shares and dividends to any debt you owe us, in accordance with the statutory lien.

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 if (a) Account of a 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 checking each check individually for restrictive indorsements or other special instructions on every check. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than $1,000.00." The payee's signature is accompanied by the words "for deposit only" in an example of a restrictive indorsement. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks.

No Two-Signature Requirements on Accounts

We do not offer accounts on which two (2) or more signatures are required for a check or withdrawal. If you indicate on your checks or signature card or other Account documents that more than one (1) signature is required for withdrawal, this indication is for your own internal procedures. It is not binding on us. We may pay any funds from your Account if the check, item, or other withdrawal instruction is signed or approved by any one of the persons authorized to sign on the Account. We are not liable to you if we do this.

Falsifiable Signatures

Unless you make advance arrangements with us, we have no obligation to honor falsifiable signatures on your checks or other orders. If we do agree to honor items containing falsifiable signatures, you authorize us, at any time, to charge any for any checks, drafts, or other orders, for the payment of money, that are drawn on you. You give us this authority regardless of by whom or by what means the falsifiable signature(s) may have been affixed so long as they resemble the falsifiable signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your falsifiable 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 the items to determine if they are valid for deposit. We pay checks based on the information provided to us, and we do not verify that the check is genuine. In other words, we may pay checks that are fraudulent or forgeries. We may pay items that are falsifiable or that are indorsed or altered in any way.

Indorsements

We may accept for deposit any item payable to you or your order, even if they are not indorsed or signed by you. We may supply the check back to you or destroy it. You 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(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we are notified of the death of the account(s) owner by a probate or other legal authority, or (b) we are notified of the incompetence of the account(s) owner. You are responsible for your actions while the account is owned by an incompetent. We will suspend your rights to member services of the account until we are notified of the death or incompetence.

Account Transfer

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.
Legal Actions 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 at any time, not to exceed 90 days from the date of the legal action, and if you are served with a legal action, we may hold 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 charged to your account. The list of fees applicable to your account(s) provided 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 willing to give them full use of your money. Checks and electronic withdrawals are processed by automated methods, and anyone who obtains your account number or access device could use it to withdraw money from your account, with or without your permission.

Except for consumer electronic funds transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially available security products, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss. We reserve the right to restrict access to your account through any device or method if we determine, in our sole discretion, that the use of your access device or method may cause a loss to us. Such a determination includes but is not limited to, the filing of excessive, frivolous or unwarranted disputes.

Account numbers

Thieves can encode your account number on a check which looks and functions like an authorized check and can be used to withdraw money from your account. Your account number can also be encoded on a remotely created check, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a draft or check that can be used to withdraw money from your account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). If you have authorized the remotely created check for purchase of service or merchandise, for example, it is properly payable. But it can be risky to authorize a remotely created check. A swindler could issue a remotely created check in an amount greater than you authorized, or issue additional remotely created checks that you have not authorized. Please review the additional information you have received or will receive regarding transfers by access device.

Blank checks

You must also take precaution in safeguarding your blank checks. Notify us at once if you think checks have been lost or stolen. If checks are not being used because they are already being used by you or another authorized user, or are in the mail, reconcile your account by contacting us. If checks are not negligent in safeguarding your checks, you must bear the loss entirely yourself, or share the loss with us if we failed to use ordinary care which substantially contributes to the loss.

Telephonic Instructions

Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

Claim of Loss

If you claim a credit or refund because of a forgery, alteration, or any other 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 loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable time of one year to investigate the facts of 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 opportunity, 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 them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

Early Withdrawal Penalties (and involuntary withdrawals)

We may impose early withdrawal penalties on a withdrawal from a time account even if you don’t initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and debit your account for the entire withdrawal penalty on your account at any time in any event or circumstance, including but not limited to, where the deposit account is not in good standing. See your notice of penalty for early withdrawals for additional information.

Address or Name Changes

You are responsible for notifying us of any change in your address or your name. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

Resolving Account Disputes

We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) your claim being asserted in a lawsuit, arbitration or other proceeding against your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until you have evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

Waiver of Notices

To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit a check and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

ACH and Wire Transfers

This Agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make the transfer. The amount of any fund transfer cannot exceed the funds available from your account. The 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, or originated by, you are provisional until final settlement is made by the Federal Reserve Bank or payment is otherwise 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 we are not obligated to pay any interest on the amount nor are we required to pay any amount so credited. Credit entries may be made by ACH. If we receive a 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.

State 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 want us to pay a state-dated 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. 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., an IRA) are examples of some of the others. Share insurance for a person’s self-directed qualified retirement account is up to $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 or any group of insured accounts with us. If you want a more detailed explanation or additional information, 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.

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, there is a law in your state requiring unclaimed funds to be relinquished to the state if we have not sent you a demand letter concerning your account and if you do not provide you any activity or communication with us regarding your account in 365 days. Please refer to our fee schedule for current dormant fees and exclusions that prevent account from being unclaimed. If your funds are surrendered, you may be able to reclaim them by contacting us.

Backup Withholding/TIN Certification

Federal tax law requires us to report interest payments we make to you of $10 or more. In order to include your tax identification number (TIN) on the report (the taxpayer identification number is your social security number if you are an individual), interest includes dividends, interest and bonus payments for purposes of this report. We cannot provide us with your TIN unless you certify that you are correct. The IRS a percentage of the interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you otherwise report it to us. If you fail to certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. (There are special rules 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 deductibility rules.) We will not have to withhold interest payments when you otherwise report it to us. If you fail to certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. (There are special rules 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 deductibility rules.) We will not have to withhold interest payments when you otherwise report it to us. If you fail to certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. (There are special rules 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 deductibility rules.)

Lost, Destroyed or Stolen Certified Cashier’s or Teller 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) you must be the remitter (or drawer of a certified check) or payee of the check, (b) we have not paid the check or any endorsed check, and (c) you must give us the notice in time for us to have a reasonable opportunity to act on it, and (d) you must give us a declaration (in a form we require) of your loss with respect to the check.
You may authorize a third party to initiate electronic fund transfers between your account and the third party’s account. These transfers may 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 and listed on the back of your card as well as on a deposit or withdrawal slip. Thus, you should only provide your credit union and account information (whether over the phone, the Internet, or via some other method) to trusted third parties when you have authorized them to make 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 savings 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-account(s) with a VISA Debit Card or CU Anytime ATM card
- withdraw up to $500 through an ATM per card within a 24-hour period. This limit is subject to change.
- transfer funds from account to account with a VISA Debit Card or CU Anytime ATM card.

**Interactive Teller Machines (ITM) and Personal Teller Machines (PTM)**

You may access your account(s) by using one of our ITMs and PTMs. For more information and locations of these service, please log into on-line banking or call 505-889-7755 or 800-347-2838.

**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 with signature may not exceed $2,500 within a 24-hour period.** This limit is subject to change.
- **Debit Card Transactions through PIN or Point of Sale (POS) may not exceed $1,000 within a 24-hour period.** This limit is subject to change.

**Currency Conversion and International Transactions**

When you use your VISA Debit Card, Credit Card, or ATM Card at a merchant that does not accept VISA (US or international transaction fee) or at a bank that does not accept VISA (US or international transaction fee) or at a bank that does not accept VISA (US or international transaction fee) or at a bank that does not accept VISA (US or international transaction fee) or at a bank that does not accept VISA (US or international transaction fee), the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available on your account, or a rate established by our revolving central processing system, 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 indicate that transactions authorized by the cardholder may be located.

**Non-VISA Debit Transactions**

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

- **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 environments) 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 e-commerce or mail/telephone order transaction after clearly indicating it is 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 an eligible Rewards treatment.
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 your 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 Pay” 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
For further information please refer to the section on ACTUAL VS. AVAILABLE BALANCE LANGUAGE on pages 8, 9, and 10 of this disclosure.

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 or an internet enabled mobile device using login credentials created by you). You may access your account(s) by visiting www.nusenda.org with either a computer or a mobile device using login credentials created by you. If you do not complete a fund transfer:

- DOCUMENTATION

  • Terminal transfers. You can get a receipt at the time you make a transfer to 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 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 payment 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, 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.

- 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.

- RIGHT TO STOP PAYMENT AND PROCEDURE FOR DOING SO

  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 as 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:
- 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.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our Agreement with you.

CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:
- (1) if it is necessary for completing transfers;
- (2) if it is required by law or government agencies;
- (3) if we acquire the information in connection with a civil, criminal, or administrative proceeding.

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 protecting the funds in your account. If your card or account information has been compromised, you could lose all of the money in your account plus funds in your account could be utilized up to and including your maximum available balance if you were to use us within 60 days after you learn of the loss or theft of your card and/or code, you can lose no more than $50 if someone used your card and/or code without your permission.

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 do not do so 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, we 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 which are not processed by VISA®. Visa is a registered trademark of Visa International Service Association.

(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 on 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.

- Right to stop payment and procedure for doing so.
  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.

- Preauthorized payments

  Right to stop payment 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, 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.

- 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:
  - 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.
  - If the automated teller machine where you are making the transfer does not have enough cash.
  - If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
  - If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
  - There may be other exceptions stated in our Agreement with you.

- CONFIDENTIALITY

  We will disclose information to third parties about your account or the transfers you make:
  - if it is necessary for completing transfers;
  - in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
  - in order to comply with government agency or court orders; or
  - 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 protecting the funds in your account. If your card or account information has been compromised, you could lose all of the money in your account plus funds in your account could be utilized up to and including your maximum available balance if you were to use us within 60 days after you learn of the loss or theft of your card and/or code, you can lose no more than $50 if someone used your card and/or code without your permission.

  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 do not do so 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, we 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 which are not processed by VISA®. Visa is a registered trademark of Visa International Service Association.

- (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 on your check or draft without your permission.

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 account of yours or 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.
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 check images that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute check images 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 situations, federal law provides a special procedure that allows you to request a refund if you suffer 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) to you the substitute check that caused your loss. In order to provide us with the substitute check, you must act within 60 days of the date of your deposit or within any other time period that is described elsewhere in this disclosure.

In the event of a dispute, you may file a written claim for a refund. Your claim must include:

- A description of why the substitute check you received is insufficient to cover the amount withdrawn and when you were aware that the substitute check was insufficient.
- An explanation of why you have suffered a loss (for example, you think the amount withdrawn was incorrect); 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

Minimum Balance Requirements, Deposit Limitations, Dividend and Fee Information

Please refer to the Consumer Dividend & Fee schedule provided to you at account opening. You may also review this document within our website, or visit one of our branches. For additional information on fees, refer to our Fees Section on page 13 of this 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 the same pattern. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

Daily balance computation method

Dividends are calculated by the daily balance method which applies a daily periodic rate to the daily balance. Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

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.

Transactions/transfer limitations

No transactions/transfer 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™ Visa® Debit Card Account limitations

The breeze Account Debit Card may be used at any ATM or credit union, including those that are part of the PULSE or PLUS networks. You will be assessed a fee for a foreign ATM transaction in addition to any other fees charged by that institution. Members may use an ATM without a fee at any Nusenda branch location. Withdrawals using checks or share drafts are not permitted. Any check or share drafts presented for payment will be returned unpaid. As identified in the Fee Schedule provided to you, there is no monthly fee for members under the age of 21.

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 the same
you must maintain a $5.00 balance. 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.

**ACCURACY 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 begin to accrue on the business day you place noncash items (for example, checks) to your account.

**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.

**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.

**Transactions/Transfer limitations**
See definition/explanation of transactions/transfer limitations on page 13 of this document.

**Par value of a share**
The par value of a share in this account is $3.00. For this account to remain open, you must maintain a $3.00 balance.

**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 begin to accrue on the business day you place noncash items (for example, checks) to your account.

**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.

**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.

**Transactions/Transfer limitations**
See definition/explanation of transactions/transfer limitations on page 13 of this document.

**Non-dividend 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 begin to accrue on the business day you place noncash items (for example, checks) to your account.

**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.

**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.

**Transactions/Transfer limitations**
See definition/explanation of transactions/transfer limitations on page 13 of this document.

**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 begin to accrue on the business day you place noncash items (for example, checks) to your account.

**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.

**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.

**Compounding and crediting**
Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

**Transactions/Transfer limitations**
See definition/explanation of transactions/transfer limitations on page 13 of this document.

**CLUB ACCOUNTS**

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

**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 semi-annually.

**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 is 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 time 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 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 less than 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 disclosure 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 to bump the rate one time during the term of this certificate. 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.
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.