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# AGREEMENTS AND DISCLOSURES

**THESE AGREEMENTS AND DISCLOSURES CONTAIN IMPORTANT MEMBERSHIP INFORMATION, NECESSARY TRUTH-IN-SAVINGS ACCOUNT DISCLOSURES, ELECTRONIC SERVICES AGREEMENT AND DISCLOSURES, FUNDS AVAILABILITY POLICY, SUBSTITUTE SHARE DRAFTS AND YOUR RIGHTS, WIRE TRANSFER AGREEMENT, PRIVACY POLICY DISCLOSURE, CREDIT LINE ACCOUNT AGREEMENT AND DISCLOSURE AND CONSENT TO RECEIVE ELECTRONIC DOCUMENTATION. PLEASE BE CERTAIN TO READ THESE AGREEMENTS AND DISCLOSURES CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.**

Throughout these Agreements and Disclosures, the references to "We," "Us," "Our" and "Credit Union" mean COBALT CREDIT UNION (a federally chartered credit union). The words "You" and "Your" mean each person applying for and/or using any of the services described herein. "Account" means any account or accounts established for You as set forth in these Agreements and Disclosures. The word "Card" means any ATM or Debit Card issued to You by Us and any duplicates or renewals We may issue. Our Audio Response System is hereinafter referred to as "C.U. By Phone" and Our Personal Computer Account Access System is hereinafter referred to as "C.U. At Home Online," whereas "E-Check" means any check which You authorize the payee to process electronically. For joint accounts, read singular pronouns in the plural.

## COBALT CREDIT UNION MEMBERSHIP

To apply for membership with Cobalt Credit Union, You must complete, sign and return an application for membership.

Your signature on Your application for membership informs the Credit Union that You would like to join the Credit Union and that You agree to conform to the Credit Union's Bylaws and Amendments.

Credit Union membership is granted to applicants within Cobalt Credit Union's common bond as outlined in the Credit Union's Charter.

Eligibility also includes spouses of persons who died while within the field of membership; Credit Union employees; persons retired as pensioners or annuitants from the above organizations; and organizations of such persons.

By signing Your application for membership, You acknowledge receipt of these Agreements and Disclosures, including the terms and conditions which apply to Your Accounts.

## FAMILY MEMBERSHIP

Credit Union members in good standing and whose status is currently within the Credit Union's common bond (as outlined therein) may sponsor immediate family members and possibly other members of Your household for Credit Union membership. Eligible family members may include for instance: father, mother, brother, sister, son, daughter, grandmother, grandfather and spouse (which may include anyone living in Your residence that You maintain a single economic unit with).

## ACCOUNT AGREEMENT

**YOU AGREE AND ACKNOWLEDGE THAT THIS AGREEMENT CONTROLS YOUR ACCOUNT(S) WITH COBALT CREDIT UNION, TOGETHER WITH ANY OTHER RELATED DOCUMENT SUCH AS OUR FUNDS AVAILABILITY POLICY AND ELECTRONIC FUND TRANSFER AGREEMENT AND/OR AGREEMENTS AND DISCLOSURES, ALL OF WHICH, TO THE EXTENT APPLICABLE, ARE INCORPORATED INTO THIS AGREEMENT BY REFERENCE.**

**JOINT ACCOUNTS.** If Your Account is owned jointly, then all funds on deposit are owned by any of the joint Owners. We can release or pay any amount on deposit in Your Account to any Owner. We can honor Checks, withdrawals, orders or requests from any Owner. All Owners are liable to Us for any overdrafts that may occur on Your Account, regardless of whether or not a benefit occurred. Any Owner may provide Us written notice to freeze funds on deposit and We may, at Our option, honor such written request. If We do, then the Account will remain frozen until We receive subsequent written notice signed by all Owners of the Account as to a disposition of funds on deposit. Any funds on deposit may be utilized to satisfy any debt or garnishment of any Owner of the Account. It is the responsibility of joint account Owners to determine any legal effects of opening and maintaining a joint account.

**CUSTODIAL ACCOUNTS.** Any custodial account is subject to the Uniform Transfers to Minors Act. It is Your responsibility to determine and understand any legal effects related to this type of Account.

**TRUST ACCOUNTS.** Trust Accounts will only be opened by the Credit Union if the Trust documentation presented by You to the Credit Union is in a manner acceptable to Our underwriting policies. We require all Trust Accounts to name a beneficiary. For Revocable Trust Accounts, the individual establishing the Trust (the "Settlor") must be a member of the Credit Union and any withdrawal of Trust Account funds will be deemed a revocation of the Trust to the extent of any such withdrawal. If the Account Designation shows a payable-on-death status, any Beneficiary has rights to the Account: (a) if the Beneficiary is a natural person, only if the Beneficiary is alive and only if the Settlor is deceased; (b) if the Beneficiary is a charity or other non-profit organization, only if the charity or non-profit organization is in operation as a validly constituted, registered and/or licensed entity under applicable state law, and only if the Settlor is deceased. If the Beneficiary dies (in the case of a natural person), or is no longer in operation as a validly constituted, registered and/or licensed entity under applicable state law (in the case of a charity or non-profit organization), the Trust is terminated. The Settlor may change the Beneficiary at any time by providing Us adequate proof of such change in a manner acceptable to the Credit Union. It is Your responsibility to determine and understand any legal effects related to this type of Account.

**SINGLE OR MULTIPLE PARTY ACCOUNT SELECTION FORM NOTICE.** The ownership type You select for the Account You open may determine how property passes on Your death. Your will may not control the disposition of funds held in some types of Accounts. It is the responsibility of all Account Owners to determine any legal

effects of the ownership type You select. Please read the definitions below and consult with legal counsel if any parts are unclear.

### *Single Party Account*

The party to the Account owns the Account. At the death of the party, ownership passes as part of the party's estate.

### *Single Party Account With POD (Pay On Death) Designation*

The party to the Account owns the Account. At the death of the party, ownership passes to the POD (pay on death) beneficiaries and is not part of the party's estate.

### *Multiple Party Account With Right Of Survivorship*

The parties to the Account own the Account in proportion to the parties' net contributions to the Account. The Credit Union may pay any sum in the Account to a party at any time. At the death of a party, ownership passes to the surviving parties.

### *Multiple Party Account With Right Of Survivorship and POD (Pay On Death) Designation*

The parties to the Account own the Account in proportion to the parties' net contributions to the Account. The Credit Union may pay any sum in the Account to a party at any time. At the death of the last surviving party, ownership passes to the POD (pay on death) beneficiaries and is not part of the last surviving party's estate.

### *Multiple Party Account Without Right Of Survivorship*

The parties to the Account own the Account in proportion to the parties' net contributions to the Account. The Credit Union may pay any sum in the Account to a party at any time. At the death of a party, the deceased party's ownership passes as part of the deceased party's estate.

**POWER OF ATTORNEY.** If You name a person to act as Your attorney-in-fact or agent in any way with Your Account, We are only obligated to deal with such person if We, in Our sole judgment, approve of the form of appointment and the supporting documentation.

**INDEMNITY.** You agree to indemnify and hold harmless the Credit Union and their successors and assigns, from any claim, action, liability, loss, damage or suit, arising out of any action or inaction on Our part in connection with these Agreements and Disclosures and/or Your failure to abide by its terms. In the event of any claim, We shall provide You with reasonable and timely notice of such claim, and thereafter You

## ACCOUNT AGREEMENT (continued)

shall at Your own expense defend, protect and hold harmless the Credit Union against said claim or any loss or liability thereunder. In the event You fail to defend and/or indemnify and hold Us harmless, then in such instance We shall have full rights to defend, pay or settle said claim on Your behalf without notice to You and with full right of recourse against You for all fees, costs, expenses and payments made or agreed to be paid to discharge said claim. You further agree to pay all reasonable attorneys' fees necessary to enforce such provision. Such indemnity shall be unlimited in amount and duration and be binding upon and inure to the benefit of all parties, their successors, assigns and personal representatives.

**DEPOSIT OF ITEMS.** You may make deposits to Your Account using any method available from Us, including deposits in person, by mail or electronic means. Such deposits must identify the account to be credited and if You fail to do so in a manner acceptable to Us, You agree and understand that We may at Our sole discretion, return the deposit to You or deposit it to an account held by You of Our choosing. We have the right to refuse to accept any Check or instrument for deposit at Our sole discretion. If You deposit an item and it is returned unpaid, We will debit Your Account for the amount of the item and charge You a Returned Check Fee. You will be liable to Us for the amount of any item You deposit which is returned unpaid, and in addition, will be responsible for any of Our costs and expenses incurred in the collection of such returned item from You, including reasonable attorneys' fees. Subject to Our Funds Availability Policy, You may not be able to withdraw funds from Your Account until We have received final settlement for any items deposited. If You make a deposit on a Saturday, Sunday, or a holiday, or after Our predetermined cut-off hour on business days, the deposit will be credited to Your Account as of the next business day.

**COLLECTION AND PROCESSING OF ITEMS.** In processing items You have deposited for collection, We are only Your agent and assume no responsibility beyond the exercise of ordinary care. Any item deposited is subject to final settlement in cash or credit. We may use any method We feel is appropriate to collect items, which may include use of a Federal Reserve Bank. We are not responsible for the acts of any third party We use for the collection of items including responsibility for lost items. If We use a local clearinghouse in the collection of items, You authorize Us to do so and to act in accordance with any applicable rules and regulations. We may permit You to withdraw funds from Your Account before final settlement has been made, however, if final settlement is not made, We have the right to charge Your Account or otherwise require You to repay such funds. In processing items presented for payment on Your Account, We will pay such items each business day based solely on the amount of the item presented for payment (with the smallest item paid first, the next largest item will be paid second, so forth and so on), subject to the available funds in that Account. All of which means that the transactions may not be processed in the order in which they occurred and that You could incur multiple fees in a single day should there be insufficient funds to pay all items presented that day.

**OVERDRAFT PROTECTION.** To the extent permitted by law, You authorize Us to transfer funds from other accounts You may have with Us in necessary multiples (or in such increments as We may from time to time determine) to Your Account to cover any overdraft. If You have a line of credit or overdraft privilege with Us, transfers will be made either from Your line of credit up to Your available credit limit and/or from Your primary Savings Account, provided You have enough available funds in that Account, and then We may elect to pay such overdraft, depending upon the preference You have indicated to Us for clearing any overdraft(s). Any overdraft transfers may be subject to a transfer fee. You hold Us harmless from any and all liability which might otherwise exist if a transfer does not occur.

**OVERDRAFTS.** You understand and agree that We may, from time to time, and at Our sole discretion, pay certain items in order to cover an overdraft, and charge You a fee for doing so. You further understand that payment of any overdrafts will be made in an order of Our choosing. You hold Us harmless from any and all liability which might otherwise exist if We do not pay an overdraft. If You would like to opt-out, that is, if You would prefer We not pay any share drafts that would overdraw Your share draft Account, You may opt-out by writing to Us at the address in this Agreement or by calling Us at the telephone number shown in this Agreement and informing Us of Your intention to opt-out.

**EXPENSES.** If We incur any costs or expenses as a result of any attachment, garnishment or levy against Your Account, You will reimburse Us for such costs or expenses or We may charge them to Your Account.

**INACTIVE, DORMANT OR CLOSED ACCOUNTS.** Inactive Accounts may be subject to an Inactive Account Fee. If no activity occurs in Your account within the time period specified by applicable state law, the property in Your account may be subject to transfer to the appropriate state authority ("escheatment"). We have no liability if Your Account becomes dormant and is therefore subject to escheatment in accordance with applicable state law.

For the purpose of this provision, an inactive account shall mean an Account with no withdrawals or deposits within a 12-month period. To the extent permitted by law, any Account that would otherwise meet the definition of inactive or dormant will not be considered as such provided You: (a) have not reached Your 19th birthday; or (b)

have a credit card, IRA Account, loan or Term Share Certificate Account with Us; or (c) maintain another Account with Us that reflects withdrawals or deposits within the same 12-month period.

Accounts with both a zero balance and no activity during the preceding 90-day period will be closed.

**LIEN IMPRESSMENT AND SET-OFF.** You agree that We may impress and enforce a statutory lien upon Your Accounts with Us to the extent You owe Us any money and We may enforce Our right to do so without further notice to You. We have the right to set-off any of Your money or property in Our possession against any amount You owe Us. The right of set-off and Our impressed lien does not extend to any Keogh, IRA or similar tax deferred deposit You may have with Us. If Your Account is owned jointly, Our right of set-off and Our impressed lien extends to any amount owed to Us by any of the joint Owners.

**CREDIT REPORTING NOTICE.** We may report information about Your account to credit bureaus. Late payments, missed payments, or other defaults on Your account may be reflected in Your credit report.

**MINIMUM BALANCE REQUIREMENTS, FEES AND SERVICE CHARGES.** You agree to pay Us any applicable fees or charges, and are responsible for any minimum balance requirements and deposit requirements called for in Our Agreements and Disclosures provided to You when You opened Your Account. In any case and with proper notice to You, fees, charges, balance requirements and deposit requirements may be changed by Us from time to time.

**NOTICE OF RECEIPT OF ACH ITEMS.** Under the operating rules of the National Automated Clearing House Association which are applicable to ACH transactions involving Your account and as permitted by law, We are not required to give You next day notice of receipt of an ACH item, and We will not do so. We will continue to notify You of the receipt of payments in the periodic statements We provide to You.

**PROVISIONAL PAYMENT (ACH ORIGINATION).** Credits given by any Receiving Depository Financial Institution to the receiver with respect to any automated clearing house credit entries subject to Article 4A of the Uniform Commercial Code (UCC-4A), are provisional until the Receiving Depository Financial Institution has received final settlement through a Federal Reserve Bank, or has otherwise received payment as provided in § 4A-403(a) of UCC-4A. If the Receiving Depository Financial Institution does not receive such final settlement or payment, then they shall be entitled to a refund from the receiver of the amount so credited, and We shall not be deemed to have paid the receiver the amount of such entry.

**PROVISIONAL PAYMENT (ACH RECEIPT).** Credit given by Us to You with respect to any automated clearing house credit entry is provisional until We receive final settlement for such entry through a Federal Reserve Bank. If We do not receive final settlement, You are hereby notified and agree that We are entitled to a refund of the amount credited to You in connection with such entry, and the party making payment to You via such entry (i.e., the originator of the entry) shall not be deemed to have paid You the amount of such entry.

**CHOICE OF LAW.** We may accept payments on Your behalf for Your account which have been transmitted through one or more Automated Clearing Houses ("ACH") and which are not subject to the Electronic Fund Transfer Act. Your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of New York as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving Your account.

**SUSPENSION OF SERVICES.** We have the right to suspend the benefit of any Credit Union service at any time for reasonable cause. At Our discretion, We also have the right to pay any Check presented for payment from Your Account after Your Account is closed or suspended and to recover such amount paid from You.

Account services are available to those members in good standing with the Credit Union. We reserve the right to cancel, suspend or otherwise restrict services to a member who is not in good standing, which includes members that have: (a) a delinquent loan; (b) a Share Savings Account balance below the \$5.00 minimum; (c) an unresolved deposited returned Check; (d) any unpaid and uncollected fees; (e) a negative balance on an Account; (f) caused a financial loss to the Credit Union; or (g) been abusive to a Credit Union employee.

**ASSIGNABILITY.** You may not assign or transfer any interest in Your Account.

**AGREEMENTS AND DISCLOSURES.** The Agreements and Disclosures provided to You at the time You opened Your Account and referred to throughout this Agreement contain: (a) a list of fees and charges applicable to Your Account; (b) the dividends and applicable Annual Percentage Yield (APY); (c) how dividends are credited or compounded; and (d) other pertinent information related to Your Account. Your Agreements and Disclosures may be amended by Us from time to time in a manner as prescribed by law.

## ACCOUNT AGREEMENT (continued)

**STOP PAYMENTS.** You may ask Us orally to stop payment on a Check. For any such request to remain valid, however, You must also supply Us with a written request within 14 days after You make any such oral request. Stop payment requests are also subject to the terms and conditions of the Stop Payment Order form related to any such request. Your request must be given to Us in a timely manner so that We have a reasonable opportunity to act on Your request. A written stop payment request is effective for six months. If at the end of six months, You request Us to continue the stop payment order, that request will be treated as a new request. We are not liable if We pay a Check which You have requested Us to stop payment on as long as We act in good faith and exercise ordinary care.

In any event, any damages that We might otherwise be liable for shall not exceed the amount of the involved Check. If We do pay a Check for which You have requested stop payment and as a result any other item is returned unpaid by Us due to nonsufficient funds, We are not liable for any consequences resulting from such action. If Your Account is a joint Account, any Owner of the Account may request a stop payment. Any release of a stop payment order must be made by the person who made the request. If You ask Us to stop payment on a pre-authorized transfer, Your request will be processed under the provisions of Our Electronic Fund Transfer Agreement with You.

You may also ask Us to replace a lost, destroyed or stolen cashier's, teller or certified check and if You do, You agree to execute a declaration of loss and claim for reimbursement form together with any other documentation We may require, such as an affidavit. Regardless of the type of documentation presented to Us, the request must be in a form acceptable to the Credit Union and given to Us in a timely manner so that We have a reasonable opportunity to act on such request. Such declaration of loss and claim for reimbursement will not become effective until the later of: (a) the 90th day after the date of the check (or 90th day following the date of acceptance, in the case of a certified check); or (b) the date We receive the declaration of loss and claim for reimbursement together with any other required documentation.

**SHARE DRAFTS AND OTHER ACCOUNT ACCESS DEVICES.** Any Share Draft or other Account access device which does not meet Our standards for acceptance may be rejected by Us, whether such standards are established by law, regulation or Our own policy.

**POSTDATED, STALE OR OVERDRAFT SHARE DRAFTS.** You understand that postdating a Share Draft will have no effect on whether or not it is honored prior to or after the date of any such Share Draft. A stale Share Draft is any Share Draft received by Us that is dated six months or more prior to the date of receipt. We may pay or refuse to pay any postdated, stale or overdraft Share Draft, or other item presented for payment on Your Account without any liability.

**SHARE DRAFT SAFEKEEPING.** Share Draft Safekeeping is automatic on Your Account and Your cancelled Share Drafts will not be returned to You. You understand that cancelled Share Drafts retained by Us are later destroyed after a reasonable period of time. If You subsequently request a copy of a Share Draft and We are unable to supply it, then We shall not be liable for any damage You may sustain in excess of the face amount of the involved Share Draft.

**PERIODIC STATEMENTS.** You will be provided with a periodic statement showing activity on Your Account. If You believe any statement reflects discrepancies, You must notify Us of such discrepancies within 60 days from the date We mailed the statement to You. If the discrepancy noted is the result of an electronic fund transfer, then the provisions of Our Electronic Fund Transfer Agreement with You will control resolution of the matter.

**AMENDMENTS.** This Agreement may be amended by Us at any time, in which case We will provide You with a notice of amendment as required by law or regulation.

**ORGANIZATIONAL, PARTNERSHIP OR CORPORATION ACCOUNTS.** If Your Account is an organizational, partnership or corporate account, You will supply Us with a separate authorization informing Us of the authorized signers for the Account and provide any other related documents if We request You to do so. We require that all partners, owners or organizational members be individually eligible for membership.

**NOTIFICATION OF ADDRESS CHANGE.** You will notify Us promptly in writing with Your signature if You move or otherwise have a change of address. In the event We are unable to locate You, You agree to pay all fees associated with maintaining an invalid address in Our records and any costs and locator fees incurred in Our locating efforts.

**WAIVERS.** You agree and understand that Our failure or delay to exercise any right, remedy, power, or privilege available to Us pursuant to this Agreement shall not affect or disallow Our future exercise of that right, remedy, power or privilege.

**ELECTRONIC COMMUNICATIONS.** By applying for membership in the Credit Union, You authorize Us to send You, from time to time, and to the extent permitted by

applicable law, electronic communications regarding the status of any share, share draft, and/or term Account(s) You maintain with Us. You also authorize Us to send You electronic communications regarding any other accounts You may maintain with Us from time to time including, but not limited to, loan accounts, credit line accounts, and credit card accounts. These electronic communications are sometimes referred to as "transactional or relationship messages."

You authorize Us to contact You using any wireless, cellular, mobile or other telephone number You have provided to Us on Your membership application, and at any wireless, cellular, mobile or other telephone number You may furnish to Us or We may obtain for You in the future. We may contact You using any electronic means We choose, which may include but is not limited to, voice messages, text messages and other similar electronic methods of communication. If You have furnished Us with any e-mail address(es), You understand and agree that We may send You e-mail messages regarding Your Account(s) with Us from time to time. If You have or subsequently enter into any separate consent to receive electronic documentation form, any communications covered by such disclosure and consent shall be subject to the terms and conditions set forth in that disclosure and consent.

You understand that the nature of electronic communications is such that anyone with access to Your wireless, cellular, mobile or other telephonic device or e-mail may be able to read or listen to such transactional or relationship messages from Us, and You agree that any person or party sending or leaving such messages shall have no liability for any consequences resulting from the interception of such messages by any other party. Without limitation, You also agree that You are responsible to pay all costs that You may incur as a result of any contact method We choose including, but not limited to, charges for telecommunications, wireless and/or internet charges.

**GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Nebraska, except to the extent that federal law controls.

**ARBITRATION AND WAIVER OF CLASS ACTION RELIEF.** In the event of any controversy or claim arising out of or relating to these Agreements and Disclosures, or the breach thereof, and any other agreement, account, product, or service You have with the Credit Union, whether now or in the past (except for any credit subject to the Military Lending Act, or a consumer credit transaction secured by Your dwelling, including a home equity line of credit secured by Your principal dwelling), We may, at Our option, pursue Our remedies by filing a legal action to recover any amounts owed under these Agreements and Disclosures, or We may initiate arbitration proceedings.

In the event of any controversy or claim arising out of or relating to these Agreements and Disclosures, or the breach thereof, and any other agreement, account, product, or service You have with the Credit Union, whether now or in the past, You shall, at Your option, pursue Your remedies by filing a small claims court action to recover any amounts owed under these Agreements and Disclosures, or You may initiate binding arbitration proceedings.

If any party elects arbitration as a means to resolve any such controversy or claim, such arbitration shall be administered by the American Arbitration Association in accordance with its Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Claims shall be heard by a single arbitrator. The arbitration shall be governed by the laws of the state in which Our principal office is located, and arbitration shall take place in the area in which Our principal office is located. Time is of the essence for any arbitration described above. Arbitration hearings shall take place within 90 days of the request for arbitration, and awards shall be rendered within 60 days of the conclusion of the arbitration proceedings. Arbitrator(s) shall agree to these limits prior to accepting appointment. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrator(s) shall award to the prevailing party, if any, as determined by the arbitrators, all of their costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

**YOU HEREBY WAIVE YOUR RIGHT TO ASSERT ANY CLAIMS AS PART OF A CLASS ACTION AND ACKNOWLEDGE THAT NO CLASS ACTION, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY, MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED. YOU HEREBY WAIVE YOUR RIGHT TO A JURY TRIAL FOR THE RESOLUTION OF ANY AND ALL DISPUTES.**

## ACCOUNT DISCLOSURES

THE FOLLOWING DISCLOSURES CONTAIN IMPORTANT INFORMATION AND THE TERMS AND CONDITIONS OF ANY ACCOUNT OR ACCOUNTS THAT YOU MAY HAVE WITH US, AND ARE PROVIDED AS REQUIRED BY THE TRUTH-IN-SAVINGS ACT. WHEREVER USED, "APY" MEANS ANNUAL PERCENTAGE YIELD.

### SPECIFIC TERM APPLICABLE TO YOUR SHARE SAVINGS ACCOUNT

**Tiered Variable Rate Information.** This Account is subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to the separate page titled "Account Disclosure Rate Supplement" which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** The minimum balance required to open this Account is \$5.00.

### SPECIFIC TERMS APPLICABLE TO YOUR HEALTH SAVINGS/CHECKING ACCOUNT

**Tiered Variable Rate Information.** This Account is subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to the separate page titled "Account Disclosure Rate Supplement" which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** The minimum balance required to open this Account is \$20.00.

**Transaction Limitations.** Health Savings Accounts (HSAs) are also subject to limitations and/or penalties imposed by the Internal Revenue Service. Please see Your HSA Agreement or Your tax advisor for additional information.

### SPECIFIC TERMS APPLICABLE TO YOUR HIGH YIELD CHECKING ACCOUNT

**Tiered Variable Rate Information.** This Account is subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to the separate page titled "Account Disclosure Rate Supplement" which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** The minimum balance required to open this Account is \$25.00.

**Transaction Limitations.** No transaction limitations apply to this Account.

**Additional Information.** In order to keep Your Account open and earn dividends at the disclosed rate, during each qualifying period You must: (a) have at least 12 Debit Card transactions totaling at least \$120.00 post and clear per qualification cycle; (b) maintain direct deposit; and (c) consent to receive Your periodic statements electronically. Each qualifying period will begin five calendar days prior to the first day of the current dividend period, and end on the last day of the current dividend period.

### SPECIFIC TERMS APPLICABLE TO YOUR HIGH YIELD PLUS CHECKING ACCOUNT

**Tiered Variable Rate Information.** This Account is subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to the separate page titled "Account Disclosure Rate Supplement" which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** The minimum balance required to open this Account is \$25.00.

**Transaction Limitations.** No transaction limitations apply to this Account.

**Additional Information.** In order to keep Your Account open and earn dividends at the disclosed rate, during each qualifying period You must: (a) have at least 12 Debit Card transactions totaling at least \$120.00 post and clear per qualification cycle; (b) maintain direct deposit; and (c) consent to receive Your periodic statements electronically. Each qualifying period will begin five calendar days prior to the first day of the current dividend period, and end on the last day of the current dividend period.

### SPECIFIC TERMS APPLICABLE TO YOUR VALUE PLUS CHECKING ACCOUNT

**Tiered Variable Rate Information.** This Account is subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to the separate page titled "Account Disclosure Rate Supplement" which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** The minimum balance required to open this Account is \$25.00.

**Transaction Limitations.** No transaction limitations apply to this Account.

### SPECIFIC TERMS APPLICABLE TO YOUR WORKERS COMPENSATION MEDICARE SET-ASIDE ARRANGEMENT CHECKING ACCOUNT

**Tiered Variable Rate Information.** This Account is subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to the separate page titled "Account Disclosure Rate Supplement" which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** The minimum balance required to open this Account is \$25.00. You must maintain a minimum average daily balance of \$300.00 in Your Account to obtain the disclosed Annual Percentage Yield and to avoid a fee.

**Transaction Limitations.** No transaction limitations apply to this Account.

### SPECIFIC TERMS APPLICABLE TO YOUR PRESTIGE CHECKING ACCOUNT

**Tiered Variable Rate Information.** This Account is subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to the separate page titled "Account Disclosure Rate Supplement" which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** The minimum balance required to open this Account is \$50.00. You must maintain a minimum average daily balance of \$300.00 in Your Account to obtain the disclosed Annual Percentage Yield and to avoid a fee.

**Transaction Limitations.** No transaction limitations apply to this Account.

### SPECIFIC TERMS APPLICABLE TO YOUR VALUE CHECKING ACCOUNT

**Dividend Rate Information.** No dividends are paid on this Account.

**Minimum Balance Requirements.** The minimum balance required to open this Account is \$25.00.

**Transaction Limitations.** No transaction limitations apply to this Account.

### SPECIFIC TERMS APPLICABLE TO YOUR MONEY MARKET ACCOUNT

**Tiered Variable Rate Information.** This Account is subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to the separate page titled "Account Disclosure Rate Supplement" which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** The minimum balance required to open this Account is \$2,500.00. You must maintain a minimum average daily balance of \$2,500.00 in Your Account each day to obtain the disclosed Annual Percentage Yield.

### SPECIFIC TERMS APPLICABLE TO YOUR PREMIER MONEY MARKET ACCOUNT

**Tiered Variable Rate Information.** This Account is subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to the separate page titled "Account Disclosure Rate Supplement" which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** The minimum balance required to open this Account is \$25,000.00. You must maintain a minimum average daily balance of \$25,000.00 in Your Account each day to obtain the disclosed Annual Percentage Yield and to avoid a fee.

**Additional Information.** In order to keep Your Account open, You must have a checking account with the Credit Union and have at least one direct deposit post to that account per month. If You fail to maintain these requirements, Your Account will be closed and the funds in Your Account will be transferred to a Money Market Account subject to the terms and conditions of such account.

### SPECIFIC TERMS APPLICABLE TO YOUR PRIME MONEY MARKET ACCOUNT

**Variable Rate Information.** This Account is subject to a Variable Rate. For the current dividend rate and corresponding APY, refer to the accompanying Account Disclosure Rate Supplement which We have included with and made a part of this Disclosure.

## ACCOUNT DISCLOSURES (continued)

**Minimum Balance Requirements.** In order to earn the disclosed APY, You must: (i) maintain an average daily balance at least equal to \$20,000.00; and (ii) make at least one direct deposit transaction equal to \$500.00 each month.

### SPECIFIC TERMS APPLICABLE TO YOUR BABY BUNDLE TERM SHARE CERTIFICATE (12/24 MONTH) ACCOUNT

**Fixed Rate Information.** This Account is subject to a Fixed Rate. For the dividend rate and corresponding APY, refer to the separate page titled "Account Disclosure Rate Supplement" which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** For the minimum balance required to open this Account, refer to the separate page titled "Account Disclosure Rate Supplement."

You must maintain a minimum daily balance equal to the minimum balance required to open Your Account each day to obtain the disclosed Annual Percentage Yield and to keep Your Account open.

**Transaction Limitations.** Once Your Account is established, You may not make withdrawals of principal from Your Account prior to the Maturity date, and each subsequent deposit must be in \$25.00 increments.

**Maturity Date.** Your Account will mature after the term indicated on the separate page titled "Account Disclosure Rate Supplement."

**Early Withdrawal Provisions.** We will impose a penalty if You withdraw any of the principal funds before the maturity date. For Accounts with a term to maturity of 12 months, the penalty imposed will equal 90 days of dividends. For Accounts with a term to maturity of 24 months, the penalty imposed will equal 180 days of dividends. If a withdrawal reduces Your balance below the minimum required to keep your Account open (resulting in closure of Your Account), an additional penalty will be assessed in an amount equal to the sum of the \$25.00 administrative fee plus the bonus that was paid when Your Account was established.

**Renewal Policies.** Your Account will renew automatically upon maturity and You will have a seven-calendar-day grace period immediately following the maturity of Your Account during which You may make withdrawals from Your Account without penalty.

**Additional Information.** You will be paid a bonus equal to the amount of Your initial deposit, subject to a maximum of \$25.00 for 12-month Accounts and \$50.00 for 24-month Accounts. Such amount will be deposited to Your Account as principal and will earn dividends at the disclosed rate, subject to the Early Withdrawal Provisions set forth herein.

### SPECIFIC TERMS APPLICABLE TO YOUR VACATION CLUB SHARE CERTIFICATE ACCOUNT

**Variable Rate Information.** This Account is subject to a Variable Rate. For the dividend rate and corresponding APY, refer to the separate page titled "Account Disclosure Rate Supplement" which We have included with and made a part of this Disclosure.

**Transaction Limitations.** Once Your Account is established, You may not make withdrawals from Your Account prior to the Maturity Date.

**Maturity Date.** Your Account will mature on May 1st of each year at which time Your balance will be transferred according to the instructions You provide Us.

**Early Withdrawal Provisions.** We will impose a penalty if You withdraw any of the funds before the maturity date. The penalty imposed will equal the sum of the \$25.00 administrative fee plus all dividends accrued, and Your Account will be closed.

**Renewal Policies.** Your Account will renew automatically upon maturity. There is no grace period following the maturity of Your Account during which You may make withdrawals from Your Account without penalty.

### SPECIFIC TERMS APPLICABLE TO YOUR HOLIDAY CLUB SHARE CERTIFICATE ACCOUNT

**Variable Rate Information.** This Account is subject to a Variable Rate. For the dividend rate and corresponding APY, refer to the separate page titled "Account Disclosure Rate Supplement" which We have included with and made a part of this Disclosure.

**Transaction Limitations.** Once Your Account is established, You may not make withdrawals from Your Account prior to the Maturity Date.

**Maturity Date.** Your Account will mature on November 1st of each year, at which time Your balance will be transferred according to the instructions You provide Us.

**Early Withdrawal Provisions.** We will impose a penalty if You withdraw any of the funds before the maturity date. The penalty imposed will equal the sum of the \$25.00 administrative fee plus all dividends accrued, and Your Account will be closed.

**Renewal Policies.** Your Account will renew automatically upon maturity. There is no grace period following the maturity of Your Account during which You may make withdrawals from Your Account without penalty.

### SPECIFIC TERMS APPLICABLE TO YOUR REGULAR CERTIFICATE (1 MONTH) ACCOUNTS

**Fixed Rate Information.** These Accounts are subject to a Fixed Rate. For the dividend rate and corresponding APY, refer to the separate page titled "Account Disclosure Rate Supplement" which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** For the minimum balance required to open this Account, refer to the separate page titled "Account Disclosure Rate Supplement." You must maintain a minimum daily balance equal to the minimum balance required to open Your Account each day to obtain the disclosed Annual Percentage Yield and to keep Your Account open.

**Transaction Limitations.** Once Your Account is established, You may not make additional deposits into or withdrawals of principal from Your Account prior to the Maturity Date.

**Maturity Date.** Your Account will mature after the term indicated on the separate page titled "Account Disclosure Rate Supplement."

**Early Withdrawal Provisions.** We will impose a penalty if You withdraw any of the principal funds before the maturity date. The penalty imposed will equal the sum of the \$25.00 administrative fee plus 90 days of dividends on the amount withdrawn.

**Renewal Policies.** Your Account will renew automatically upon maturity and You will have a seven-calendar-day grace period immediately following the maturity of Your Account during which You may make withdrawals from Your Account without penalty.

### SPECIFIC TERMS APPLICABLE TO YOUR REGULAR SHARE CERTIFICATE (3/6/12 MONTH) ACCOUNTS

**Tiered Fixed Rate Information.** These Accounts are subject to a Tiered Fixed Rate. For the dividend rate and corresponding APY, refer to the separate page titled "Account Disclosure Rate Supplement" which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** For the minimum balance required to open this Account, refer to the separate page titled "Account Disclosure Rate Supplement." You must maintain a minimum daily balance equal to the minimum balance required to open Your Account each day to obtain the disclosed Annual Percentage Yield and to keep Your Account open.

**Transaction Limitations.** Once Your Account is established, You may not make additional deposits into or withdrawals of principal from Your Account prior to the Maturity Date.

**Maturity Date.** Your Account will mature after the term indicated on the separate page titled "Account Disclosure Rate Supplement."

**Early Withdrawal Provisions.** We will impose a penalty if You withdraw any of the principal funds before the maturity date. The penalty imposed will equal the sum of the \$25.00 administrative fee plus 90 days of dividends on the amount withdrawn.

**Renewal Policies.** Your Account will renew automatically upon maturity and You will have a seven-calendar-day grace period immediately following the maturity of Your Account during which You may make withdrawals from Your Account without penalty.

### SPECIFIC TERMS APPLICABLE TO YOUR BUMP UP SHARE CERTIFICATE (36 MONTH) ACCOUNTS

**Tiered Fixed Rate Information.** These Accounts are subject to a Tiered Fixed Rate. For the dividend rate and corresponding APY, refer to the separate page titled "Account Disclosure Rate Supplement."

**Minimum Balance Requirements.** For the minimum balance required to open this Account, refer to the separate page titled "Account Disclosure Rate Supplement." You must maintain a minimum daily balance equal to the minimum balance required to open Your Account each day to obtain the disclosed Annual Percentage Yield and to keep Your Account open.

## ACCOUNT DISCLOSURES (continued)

**Transaction Limitations.** Once Your Account is established, You may not make additional deposits into or withdrawals of principal from Your Account prior to the Maturity Date.

**Maturity Date.** Your Account will mature after the term indicated on the separate page titled "Account Disclosure Rate Supplement."

**Early Withdrawal Provisions.** We will impose a penalty if You withdraw any of the principal funds before the maturity date. The penalty imposed will equal the sum of the \$25.00 administrative fee plus 180 days of dividends on the amount withdrawn.

**Renewal Policies.** Your Account will renew automatically upon maturity and You will have a seven-calendar-day grace period immediately following the maturity of Your Account during which You may make withdrawals from Your Account without penalty.

**Additional Information.** Once Your Account is established, You may instruct Us to increase Your dividend rate to the rate equal to the then-current rate paid by the Credit Union on Bump Up Share Certificate (36 Month) Accounts. You may elect to increase Your dividend rate no more than two times during the term of Your Account.

### SPECIFIC TERMS APPLICABLE TO YOUR PREMIUM SHARE CERTIFICATE (18/24/30/36/48/60 MONTH) ACCOUNTS

**Tiered Fixed Rate Information.** These Accounts are subject to a Tiered Fixed Rate. For the dividend rate and corresponding APY, refer to the separate page titled "Account Disclosure Rate Supplement" which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** For the minimum balance required to open this Account, refer to the separate page titled "Account Disclosure Rate Supplement." You must maintain a minimum daily balance equal to the minimum balance required to open Your Account each day to obtain the disclosed Annual Percentage Yield and to keep Your Account open.

**Transaction Limitations.** Once Your Account is established, You may not make additional deposits into or withdrawals of principal from Your Account prior to the Maturity Date.

**Maturity Date.** Your Account will mature after the term indicated on the separate page titled "Account Disclosure Rate Supplement."

**Early Withdrawal Provisions.** We will impose a penalty if You withdraw any of the principal funds before the maturity date. The penalty imposed will equal the sum of the \$25.00 administrative fee plus 180 days of dividends on the amount withdrawn.

**Renewal Policies.** Your Account will renew automatically upon maturity and You will have a seven-calendar-day grace period immediately following the maturity of Your Account during which You may make withdrawals from Your Account without penalty.

### SPECIFIC TERMS APPLICABLE TO YOUR SHARE IRA MONEY MARKET ACCOUNT

**Tiered Variable Rate Information.** This Account is subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to the separate page titled "Account Disclosure Rate Supplement" which We have included with and made a part of this Disclosure.

**Transaction Limitations.** Individual Retirement Accounts are also subject to limitations and/or penalties imposed by the Internal Revenue Service. Please see Your IRA Agreement or Your tax advisor for additional information.

### SPECIFIC TERMS APPLICABLE TO YOUR IRA SHARE CERTIFICATE (12/18/24/30/36/48/60) MONTH ACCOUNT

**Tiered Fixed Rate Information.** This Account is subject to a Tiered Fixed Rate. For the dividend rate and corresponding APY, refer to the separate page titled "Account Disclosure Rate Supplement" which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** For the minimum balance required to open this Account, refer to the separate page titled "Account Disclosure Rate Supplement." You must maintain a minimum daily balance equal to the minimum balance required to open Your Account each day to obtain the disclosed Annual Percentage Yield and to keep Your Account open.

**Transaction Limitations.** Once Your Account is established, You may not make additional deposits into or withdrawals of principal from Your Account prior to the

Maturity Date. Individual Retirement Accounts are also subject to limitations and/or penalties imposed by the Internal Revenue Service. Please see Your IRA Agreement or Your tax advisor for additional information.

**Maturity Date.** Your Account will mature after the term indicated on the separate page titled "Account Disclosure Rate Supplement."

**Early Withdrawal Provisions.** We will impose a penalty if You withdraw any of the principal funds before the maturity date. The penalty imposed will equal the sum of the \$25.00 administrative fee plus an amount equal to the total number of days' dividends accrued, not to exceed 180 days of dividends.

**Renewal Policies.** Your Account will renew automatically upon maturity. You will have a seven-calendar-day grace period immediately following the maturity of Your Account during which You may make withdrawals from Your Account without penalty.

### SPECIFIC TERMS APPLICABLE TO YOUR IRA BUMP UP SHARE CERTIFICATE (36 MONTH) ACCOUNTS

**Tiered Fixed Rate Information.** These Accounts are subject to a Tiered Fixed Rate. For the dividend rate and corresponding APY, refer to the separate page titled "Account Disclosure Rate Supplement" which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** For the minimum balance required to open this Account, refer to the separate page titled "Account Disclosure Rate Supplement." You must maintain a minimum daily balance equal to the minimum balance required to open Your Account each day to obtain the disclosed Annual Percentage Yield and to keep Your Account open.

**Transaction Limitations.** Once Your Account is established, You may not make additional deposits into or withdrawals of principal from Your Account prior to the Maturity Date. Individual Retirement Accounts are also subject to limitations and/or penalties imposed by the Internal Revenue Service. Please see Your IRA Agreement or Your tax advisor for additional information.

**Maturity Date.** Your Account will mature after the term indicated on the separate page titled "Account Disclosure Rate Supplement."

**Early Withdrawal Provisions.** We will impose a penalty if You withdraw any of the principal funds before the maturity date. The penalty imposed will equal the sum of the \$25.00 administrative fee plus 180 days of dividends on the amount withdrawn.

**Renewal Policies.** Your Account will renew automatically upon maturity and You will have a seven-calendar-day grace period immediately following the maturity of Your Account during which You may make withdrawals from Your Account without penalty.

**Additional Information.** Once Your Account is established, You may instruct Us to increase Your dividend rate to the rate equal to the then-current rate paid by the Credit Union on IRA Bump Up Share Certificate (36 Month) Accounts. You may elect to increase Your dividend rate no more than two times during the term of Your Account.

### GENERAL TERMS APPLICABLE TO ALL ACCOUNTS

**Member in Good Standing.** The Account services described in this brochure are available to those members in good standing with the Credit Union. We reserve the right to suspend services to a member who is not in good standing, which includes members who have:

- a delinquent loan.
- a share savings balance below the \$5.00 minimum.
- an unresolved deposited returned check.
- unpaid and uncollected credit union fees.
- a negative balance on an account.
- caused a financial loss to the Credit Union.
- been abusive to a Credit Union employee.

**Minimum Balance Requirements.** To be a member and maintain Accounts with Us You must purchase one share in the Credit Union. The par value of a share in this Credit Union is \$5.00. If the balance in Your Account drops below one share (\$5.00) for a period of one month or more, We may, at Our option, close Your Account.

**Nonsufficient Funds Returns.** Any Check or pre-authorized transfer, or transaction made through the use of Your ATM or debit Card, or other electronic means, as is applicable (including any in-person transaction), that is presented to Us for payment on Your Account when Your Account lacks sufficient collected funds to pay any such item may, at Our option, be returned for nonsufficient funds or We may honor any such item and charge You a fee for doing so.

## ACCOUNT DISCLOSURES (continued)

**Overdraft Balance Calculation.** When processing transactions that debit or credit Your Account, We start each Business Day with Your final Account balance from the preceding Business Day. The final balance takes into account all of the debit and credit transactions that were settled that Business Day pursuant to Our Funds Availability Policy, as well as any other debits or credits to Your Account that were finally settled that day, as described above in the "Deposit of Items" and "Collection and Processing of Items" sections of the Account Agreement. This starting balance at the beginning of a Business Day (the preceding Business Day's final balance) is sometimes referred to as Your "actual balance."

As credits and debits to Your Account are received by Us, We add them to and subtract them from Your actual balance. Examples of credits include, but are not limited to, electronic direct deposits, check deposits that have been fully and finally collected, ACH credits that have settled that day, and cash deposits made to one of Our tellers. Examples of debits include, but are not limited to, checks drawn on Your Account that are presented to Us for payment, electronic fund transfer (EFT) debit transactions (such as preauthorized payments and settled EFT debits), memo-posted EFT debits (EFT debits that We have authorized but which have not been settled), and Credit Union fees and charges. The result of this calculation at any given point in time is called Your "available balance."

For the purpose of determining whether an overdraft has occurred, We use Your available balance. First, We add all of the settled credit transactions to the beginning actual balance. Then, We subtract all of the debit transactions that settled that day. We also subtract all of the pending debit transactions. This determines the available balance for overdraft purposes. Each debit transaction that We process when Your Account has a negative available balance is an overdraft, subject to an overdraft charge.

Subject to applicable law, You are responsible for paying any overdraft fees and charges assessed in connection with Our payment of an overdraft, as well as any NSF fees charged to Your Account when We dishonor and return an item for nonsufficient funds. It is Your responsibility to know Your Account balance, and if You have any questions You should contact a Credit Union representative.

**Variable Rate Information.** Except for Prime Money Market Accounts, the dividend rate and APY may change each dividend period based on the determination of the Credit Union's Board of Directors.

For Prime Money Market Accounts, the dividend rate and APY may change on the 1st day of each calendar month, based on the Wall Street Journal (WSJ) Prime Rate in effect on the last day of the preceding calendar month. For each dividend period that You meet the minimum balance requirements, You will earn dividends at a rate equal to the highest Prime Rate in effect on the last day of the preceding calendar month

minus three and three-quarter percentage points (3.75%), subject to a minimum of three tenths of one percentage point (0.30%).

**Nature of Dividends.** Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

**Withdrawal of Dividends Prior to Maturity.** For Share Certificate Accounts, the Annual Percentage Yield assumes that interest remains on deposit until maturity. A withdrawal will reduce earnings.

**Additional Transaction Limitations.** For all Accounts (except Share Draft Checking Accounts) during any statement period, You may not make more than six withdrawals from or transfers to another Credit Union Account of Yours or to a third party by means of a pre-authorized or automatic transfer or telephonic order or instruction, or by check, draft, debit card, if applicable, or similar order to a third party. If You exceed these limitations, Your Account may be subject to closure by the Credit Union.

The Credit Union reserves the right to require a member intending to make a withdrawal to give written notice of such intent not less than seven days and up to 60 days before any such withdrawal.

**Compounding and Crediting.** For all dividend-bearing Accounts, dividends will be earned daily for each day on which Your balance exceeds the minimum balance requirement for Your Account. For more information on the dividend period, compounding frequency and the crediting frequency refer to the accompanying "Account Disclosure Rate Supplement" which We have included with and made a part of this Disclosure.

**Balance Computation Method.** For all dividend-bearing Accounts, dividends are calculated by the average daily balance method which applies a daily periodic rate to the average daily balance for the average daily balance calculation period. The average daily balance is determined by adding the full amount of the principal in Your Account for each day of the period and dividing that figure by the number of days in the period.

**Accrual on Noncash Deposits.** For dividend-bearing Accounts, dividends will begin to accrue on the business day that You place noncash items (e.g. checks) into Your Account.

**Fees and Charges.** Any fees and charges applicable to Your Account are disclosed separately in the "Schedule of Fees and Charges" provided in conjunction with these Agreements and Disclosures.

## ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE

**THIS IS YOUR ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE. IT INCLUDES NECESSARY FEDERAL STATEMENTS AS REQUIRED BY THE ELECTRONIC FUND TRANSFER ACT (15 U.S.C. SECTION 1693 ET SEQ) AND REGULATION E AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR ATM AND DEBIT CARD, OUR AUDIO RESPONSE SYSTEM ("C.U. BY PHONE") AND PERSONAL COMPUTER ACCOUNT ACCESS SYSTEM ("C.U. AT HOME ONLINE") EACH WITH THEIR CORRESPONDING PERSONAL IDENTIFICATION NUMBER (PIN) OR ACCESS CODE AND ANY CHECKS YOU AUTHORIZE TO BE PROCESSED ELECTRONICALLY ("E-CHECK").**

**ATM CARD, DEBIT CARD, C.U. BY PHONE, C.U. AT HOME ONLINE AND E-CHECK AGREEMENT.** This Agreement applies to any electronic fund transfer made to or from Your Account(s) by You or by any user who has access to Your Account with actual, apparent or implied authority for use of Your Account. Electronic fund transfers to and from Your Account can be made through the use of, but may not be limited to the following: (a) Your Card in Automated Teller Machines (ATMs) or at any place that it is honored including those transactions made through the use of the appropriate PIN in conjunction with Your Card; (b) Our C.U. By Phone Audio Response System; (c) Our C.U. At Home Online Personal Computer Account Access System; and (d) any check which You authorize the payee to process electronically. An electronic fund transfer is any transfer of funds which is performed through the use of Your Card, E-Check, Our C.U. By Phone Audio Response System, Our C.U. At Home Online Personal Computer Account Access System or other electronic device. You understand that Your Card and any Personal Identification Numbers (PINs) or Access Codes are issued by Us and are not transferable.

The use of Your Card, PIN and/or any other Account access device is subject to the following terms. You agree: (a) to abide by Our rules and regulations as amended related to the use of Your Card, PIN and/or other Account access device; (b) that We may follow all instructions given to machines; (c) not to use Your Card for illegal transactions including, but not limited to, advances made for the purpose of gambling and/or wagering where such practices are in violation of applicable state and/or federal law; (d) that You may make ATM withdrawals from Your Share Draft Checking Account, Share Savings Account and/or Your Line of Credit that You may have with Us up to a maximum daily amount (share, line of credit and share draft combined) of \$500.00, provided You have enough money in Your Accounts. You may also make Point of Sale ("POS") withdrawals from Your Share Draft Account with Your Card up to a maximum daily amount of \$2,500.00, provided You have enough money or available credit in Your Account(s); and (e) that each withdrawal by You or by any authorized user of Your Card or PIN may be

charged to Your Share or Share Draft Account, as appropriate, and will be treated as though it were a share withdrawal except that: (1) We may charge withdrawals to Your Share Account in any order We determine; and (2) We cannot honor stop payment requests on ATM Card, Debit Card and POS withdrawals.

We may, but are under no obligation to do so, process an Electronic Fund Transfer that exceeds the balance in Your Share and/or Share Draft Account. In the event that any such transfer occurs, You agree to immediately pay Us the overdrawn amount and to the extent permitted by law, any associated fees and charges.

Health Savings Accounts (HSAs) are a form of trust account under federal law (Internal Revenue Code, 26 U.S.C. § 223(d)). Although your Health Savings/Checking Account is a transaction account into which and from which funds may be transferred electronically, it is not an "account" for purposes of the Electronic Fund Transfers Act and Regulation E (12 C.F.R. 1005.2(b)(3)), and is therefore not subject to the limitations and liability protections that apply to other accounts under Regulation E.

**JOINT ACCOUNTS.** If this is a joint Account, You agree to be jointly and severally liable, under the terms of this Agreement. You understand that any Account access device that is requested and approved will be mailed only to the primary accountholder at the address that We have for You on file. We may refuse to follow any instructions which run counter to this provision.

**DELAYED FUNDS AVAILABILITY NOTICE.** Subject to Our Delayed Funds Availability Policy, deposits made at Cobalt Credit Union locations may not be posted to Your Account until they are received and verified by Us. All deposited items are removed from machines each business day. We are not responsible for delays in deposit posting due to improper identification on the deposit envelope. See Our Funds Availability Policy Disclosure for Our policy regarding the availability of Your deposits.



## ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE (continued)

### ISSUANCE OF PERSONAL IDENTIFICATION NUMBERS AND ACCESS CODES.

You will be issued separate Personal Identification Numbers (PINs) to be used in conjunction with ATM and Debit Card transactions and separate Access Codes to be used in conjunction with C.U. By Phone and C.U. At Home Online transactions. Your use of Your PIN or Access Code is Your authorization to Us to withdraw funds from Your Share Account or Your Share Draft Account to cover such transactions.

### TYPES AND LIMITATIONS OF SERVICES

**ATM CARD AND DEBIT CARD TRANSACTIONS.** You may use Your Card in conjunction with Your PIN in ATMs and/or such other machines or facilities as We may designate to: (a) make deposits to Your Share or Share Draft Account(s); (b) withdraw cash from Your Share or Share Draft Account(s); (c) transfer funds between Your Share and Share Draft Accounts; and (d) learn the balances in Your deposit Accounts that You have with Us. You may also use Your Card to make Point of Sale (POS) withdrawals from Your Share Draft Account and to purchase goods and services at any location where the Card is accepted. If You do use Your Card for such transactions, You authorize Us to withdraw funds up to the available balance of Your Account(s) to cover any such transactions, provided You have available funds.

**C.U. BY PHONE TRANSACTIONS.** You may use C.U. By Phone in conjunction with Your Access Code to make the following types of transactions on designated accounts: (a) telephone transfers of funds between Your Share and Share Draft Accounts; (b) payments on Your loan Accounts that You may have with Us; (c) inquiries on Account balances and loan data; (d) withdrawals from deposit Accounts; (e) make inquiries on share/deposit transactions; (f) miscellaneous inquiries on Credit Union services that affect Your Account; (g) make inquiries on loan Accounts that You may have with Us; (h) obtain information about payroll deduction or direct deposit transactions; and (i) make inquiries on ATM Card and Debit Card transactions. C.U. By Phone operates 24 hours every day. If You attempt to use the system and are told that "the system is not available," please call back later when service is restored.

**C.U. AT HOME ONLINE TRANSACTIONS.** You may use C.U. At Home Online in conjunction with Your Access Code and a personal computer for the following services: (a) transfer funds between Your Share, Share Draft and Share Draft Money Market Accounts; (b) make payments on Your loan Accounts; (c) inquiries on Account balances, Account transactions and loan data; (d) withdrawals from deposit Accounts; (e) transactions on shares/deposits; (f) miscellaneous inquiries on Credit Union services that affect Your Account; and (g) make advances from Your Line of Credit that You may have with Us.

You may also use the C.U. At Home Online system to enroll in the Text Banking service. Once enrolled You may use the Text Banking service and any cellular phone that We may designate to: (i) transfer funds between Credit Union Accounts within the same ownership designation; (ii) balance inquiries on Credit Union Accounts within the same ownership designation; (iii) transaction inquiries on Credit Union Accounts within the same ownership designation; and (iv) miscellaneous inquiries concerning financial institution information (e.g. website address, phone number, etc.).

If You have requested any pre-authorized payments by an Electronic Fund Transfer and subsequently, if at any time there are no such transactions for 90 days, You will be required to contact the credit union and furnish all necessary information to reinstate such payments.

**E-CHECK TRANSACTIONS.** You may authorize a merchant or other payee to make a one-time electronic payment from Your checking Account using information from Your check ("E-Check") to: (a) pay for purchases; or (b) pay bills.

**ATM CARD FOREIGN TRANSACTIONS.** ATM and Point of Sale (POS) transactions made in foreign countries and foreign currencies will be transacted in U.S. Dollars. The conversion rate to dollars will be at: (i) the wholesale market rate; or (ii) the government-mandated rate, whichever is applicable, in effect one day prior to the processing date, increased by one percent.

**OWNERSHIP OF ACCESS DEVICES.** Your Card and/or any other Account access device will remain Our property and any such Card or other Account access device We may issue may be cancelled or its use restricted by Us at any time without notice, except as may be required by applicable law. You agree to surrender any such Card and/or access device and to discontinue its use immediately upon Our request. You will be required to return any Account access device(s) to Us immediately upon the closing of Your Account.

**NOTIFICATION OF PRE-AUTHORIZED DEPOSITS.** If You have arranged to have direct deposits made to Your Account at least once every 60 days (from Your employer, the Federal Government or other payor), You can call Us at (402) 292-8000 to find out whether or not the deposit has been made.

**RIGHT TO STOP PRE-AUTHORIZED PAYMENTS.** If You want to stop any pre-authorized payments, call Us at (402) 292-8000 or write Us at the address shown in

this Agreement in time for Us to receive Your stop payment request three business days or more before the payment is scheduled to be made. If You call, We may also require You to put Your request in writing and get it to Us within 14 days after You call. To be sure that a third party does not bill You again for the "stopped" payment or to cancel the entire pre-authorized payment arrangement, contact the third party.

To ensure that recurring preauthorized charges established and authorized by You are not interrupted in the event that Your Card or other Access Device is reissued, We may, but are under no obligation to do so, enroll Your account in automatic account information update services that communicate new Card/Access Device information to the service providers with whom You have established preauthorized recurring charges, the purpose of which is to ensure charges You authorize continue without interruption.

**OUR LIABILITY FOR FAILURE TO STOP PAYMENT.** If You order Us to place a stop payment on one of Your pre-authorized payments three business days or more before the transfer is scheduled, and We do not do so, We will be liable for losses or damages, to the extent provided by law.

**TRANSACTION SLIPS.** You can get a receipt at the time You make any transaction to or from Your Account (except for C.U. By Phone, C.U. At Home Online, telephonic and mail-in transactions, and certain small-value transactions). When an electronic transfer has been made during any given month, You will receive a monthly statement to reflect all electronic fund transfers to or from Your Account during that statement period. In any case, You will receive a statement at least quarterly.

**FEES.** We may assess reasonable charges against Your Account for transactions performed at electronic terminals. If so, We will specify any charges for these or other types of electronic transactions, including automatic transfers, on an accompanying pricing document. We will explain the charges to You when You open Your Account. You will be provided with a fee schedule, C.U. By Phone and C.U. At Home Online information after Your Account is established. Additional fee schedules are available at any of Our office locations. When You use an ATM not owned by Us, You may be charged a fee by the ATM operator, or any network used, and You may be charged a fee for a balance inquiry even if You do not complete a fund transfer.

**LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS.** If We do not properly complete a transaction to or from Your Account according to this Agreement, We will be liable for Your losses or damages. However, We will not be liable if: (a) Your Account does not contain enough money to make the transaction through no fault of Ours; (b) the ATM where You are making the transaction does not have enough cash; (c) the terminal was not working properly and You knew about the breakdown when You started the transaction; (d) circumstances beyond Our control prevent the transaction; (e) Your Card is retrieved or retained by an ATM; or (f) Your Card or PIN has been reported lost or stolen and We have blocked the Account.

**LIABILITY FOR UNAUTHORIZED USE.** The following applies to electronic funds transfers that debit a consumer's Account, and does not apply to non-consumer and/or commercial Accounts. Telephone Us AT ONCE at (402) 292-8000 if You believe Your Card, PIN or Access Code have been lost or stolen, or if You believe that an electronic fund transfer has been made without Your permission using information from Your check. Telephoning is the best way of keeping Your possible losses down. You could lose all of the money in Your Account (plus Your maximum overdraft line of credit, if applicable).

If You tell Us within two business days after You learn of the loss or theft of Your Card or PIN, You can lose no more than \$50.00 if someone uses Your Card or PIN without Your permission.

If You do NOT tell Us within two business days after You learn of the loss or theft of Your Card or PIN and We can prove that We could have stopped someone from using Your Card or PIN without Your permission if You had told Us, You could lose as much as \$500.00.

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

If a good reason (such as a long trip or hospital stay) kept You from telling Us, We will extend the time periods.

**Exception:** You will have no liability for unauthorized use for Your Debit Card as long as You report the loss or theft of Your Debit Card within two business days. **This exception does not apply to: (a) transactions that originate at an ATM; or (b) transactions that originate from Your gross negligence; or (c) transactions that originate from Your fraudulent use of Your Debit Card; or (d) transactions processed through non-MasterCard networks without cardholder PIN validation.**



## ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE (continued)

**IN CASE OF ERRORS OR IF YOU HAVE QUESTIONS ABOUT ELECTRONIC TRANSFERS.** The following applies to electronic funds transfers that debit a consumer's Account, and does not apply to non-consumer Accounts. Call Us at (402) 292-8000 or write Us at the address shown in this Agreement as soon as You can, if You think Your statement or receipt is wrong or if You need more information about a transaction listed on the statement or receipt. We must hear from You no later than 60 days after We send You the first statement on which the problem or error appeared.

- (1) Tell Us Your name and Account number.
- (2) Describe the error or the transfer You are unsure about, and explain as clearly as You can why You believe it is an error or why You need more information.
- (3) Tell Us the dollar amount of the suspected error.

If You tell Us orally, We may require that You send Us Your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after We hear from You and will correct any error promptly. If We need more time, however, We may take up to 45 days to investigate Your complaint or question. If We decide to do this, We will credit Your Account within 10 business days for the amount You think is in error, so that You will have the use of the money during the time it takes Us to complete Our investigation. If We ask You to put Your complaint or question in writing and We do not receive it within 10 business days, We may not credit Your Account. We will tell You the results within three business days after completing Our investigation. If We decide that there was no error, We will send You a written explanation.

You may ask for copies of the documents that We used in Our investigation. If We have credited Your Account with funds while investigating an error, We will charge Your Account for those funds if We conclude no error has occurred. In this provision, all references to 10 business days will be 20 business days if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made and all references to 45 business days will be 90 business days if Your notice of error involves an electronic fund transfer that: (a) was not initiated within a state; (b) resulted from point-of-sale debit card transaction; or (c) if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made.

**FOREIGN TRANSACTIONS (EXCEPT ATM CARD).** For transactions initiated in foreign currencies, the exchange rate between the transaction currency and the

billing currency (U.S. dollars) will be: (a) a rate selected by MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MasterCard itself receives; or (b) the government-mandated rate in effect for the applicable central processing date. In each instance You will be charged 8/10ths of 1.00% calculated on the final settlement amount for transactions that are initiated in foreign countries, and if Your transaction is also initiated in a foreign currency You will be charged an additional 2/10ths of 1.00% calculated on the final converted settlement amount.

**UNAUTHORIZED TRANSFERS.** To report a lost or stolen Card, PIN, Access Code or any combination thereof, You will call Us during regular business hours at (402) 292-8000 and after hours, on weekends and holidays at (800) 554-8969. You may also write to Us to report the loss of a Card, PIN, Access Code or any combination thereof, at the address shown in this Agreement, You should also call the number or write to the address listed above if You believe a transfer has been made using the information from Your check without Your permission.

**DISCLOSURE OF ACCOUNT INFORMATION.** We may disclose information to third parties about Your Account or transfers You make: (1) when it is necessary to complete an electronic transaction; or (2) in order to verify the existence and conditions of Your Account for a third party such as a credit bureau or merchant; or (3) in order to comply with a government agency or court order, or any legal process; or (4) if You give Us written permission.

**TERMINATION.** We may terminate Your right to use Your Card, PIN or Access Code or cancel this Agreement at any time upon written notice. You may request termination of these services in writing.

**CHANGE IN TERMS.** We may change the terms and charges for the services shown in this Agreement and may amend this Agreement from time to time.

**BUSINESS DAYS.** Every day is a business day except Saturdays, Sundays and holidays.

**GOVERNING LAW.** This Agreement is controlled and governed by the laws of the State of Nebraska except to the extent that such laws are inconsistent with controlling federal law.

## FUNDS AVAILABILITY POLICY DISCLOSURE

**THIS DISCLOSURE DESCRIBES YOUR ABILITY TO WITHDRAW FUNDS FROM TRANSACTION ACCOUNTS AT COBALT CREDIT UNION. YOU SHOULD ALSO REFER TO THE SECTION OF THESE AGREEMENTS AND DISCLOSURES THAT DESCRIBES THE DETAILS OF YOUR SPECIFIC ACCOUNT TYPE FOR ADDITIONAL INFORMATION.**

**General Policy.** Our general policy is to make funds from Your deposits available to You on the 1st business day after We receive Your deposit. Electronic direct deposits will be available on the same day of deposit. Once they are available, You can withdraw the funds and We will use the funds to pay checks that You have written. For determining the availability of Your deposits, every day is a business day, except Saturdays, Sundays and holidays. If You make a deposit on a business day that We are open, We will consider that day to be the day of Your deposit. However, if You make a deposit after closing or on a day that We are not open, We will consider the deposit made on the next business day We are open.

**Longer Delays May Apply.** We may delay Your ability to withdraw funds deposited by check into Your Account an additional number of days for the following reasons:

- a. We believe a check You deposit will not be paid.
- b. You deposit checks totaling more than \$5,525.00 on any one day.
- c. You deposit a check that has been returned unpaid.
- d. You have overdrawn Your Account repeatedly in the last six months.
- e. There is an emergency, such as failure of communications or computer equipment.

We will notify You if We delay Your ability to withdraw funds for any of these reasons, and We will tell You when the funds will be available. They will generally be available no later than the 7th business day after the day of deposit. In any case, We reserve the right to refuse an item for deposit or encashment.

**ATM Deposits.** For deposits made at Automated Teller Machines (ATMs) owned and operated by the Credit Union, deposits will become available for withdrawal on the 2nd business day following the day of deposit. We do not accept deposits at machines not owned and operated by Us. All ATMs that We own or operate are identified as Our machines.

**Location of Check Endorsements.** Federal law requires all check endorsements to be in the first 1-1/2 inches of the trailing edge of the back of the check. The trailing edge is opposite the left side of the face of the check, the side of the check just behind Our address. You will be responsible for any costs incurred by Us due to delays in returning checks deposited into Your Account that do not comply with the endorsement standards.

**Special Rules for New Accounts.** If You are a new member, the following special rules will apply during the first 30 calendar days Your Account is open. Funds from electronic direct deposits to Your Account will be available on the day We receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525.00 of a day's total deposits of cashier's, certified, teller's, and federal, state, and local government checks will be available on the next business day after the day of Your deposit if the deposit meets certain conditions. For example, the checks must be payable to You. The excess over \$5,525.00 will not be available until the 2nd business day after the day of Your deposit. Funds from all other check deposits will be available no later than the 9th business day of Your deposit. Further delays may apply.

**Dividend Payment Policy.** See the Account Disclosures section in these Agreements and Disclosures for Our policy on the payment of dividends.

## SUBSTITUTE SHARE DRAFTS AND YOUR RIGHTS

**THIS IS YOUR SUBSTITUTE SHARE DRAFT POLICY DISCLOSURE AND INSTRUCTIONS. IT CONTAINS IMPORTANT INFORMATION CONCERNING OUR SUBSTITUTE SHARE DRAFT POLICY AND NECESSARY DISCLOSURES AS REQUIRED BY THE CHECK CLEARING FOR THE 21ST CENTURY ACT (12 CFR 229 ET SEQ) AND SPECIAL INSTRUCTIONS REGARDING YOUR RIGHT TO FILE FOR AN EXPEDITED REFUND. PLEASE BE CERTAIN TO READ THESE AGREEMENTS AND DISCLOSURES CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.**

## SUBSTITUTE SHARE DRAFTS AND YOUR RIGHTS (continued)

### What is a substitute share draft?

To make share draft processing faster, federal law permits banks to replace original share drafts with "substitute share drafts." These share drafts are similar in size to original share drafts with a slightly reduced image of the front and back of the original share draft. The front of a substitute share draft 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 share draft as proof of payment just like the original share draft.

Some or all of the share drafts that You receive back from Us may be substitute share drafts. This notice describes rights You have when You receive substitute share drafts from Us. The rights in this notice do not apply to original share drafts 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 share drafts?

In certain cases, federal law provides a special procedure that allows You to request a refund for losses You suffer if a substitute share draft is posted to Your Account (for example, if You think that We withdrew the wrong amount from Your Account or that We withdrew money from Your Account more than once for the same share draft). The losses You may attempt to recover under this procedure may include the amount that was withdrawn from Your Account and fees that were charged as a result of the withdrawal (for example, bounced share draft fees).

The amount of Your refund under this procedure is limited to the amount of Your loss or the amount of the substitute share draft, whichever is less. You also are entitled to dividends on the amount of Your refund if Your Account is a dividend-bearing Account. If Your loss exceeds the amount of the substitute share draft, You may be able to recover additional amounts under other law.

If You use this procedure, You may receive up to \$2,500.00 of Your refund (plus dividends if Your Account earns dividends) within 10 business days after We received Your claim and the remainder of Your refund (plus dividends if Your Account earns dividends) not later than 45 calendar days after We received Your claim.

We may reverse the refund (including any dividends on the refund) if We later are able to demonstrate that the substitute share draft was correctly posted to Your Account.

### How do I make a claim for a refund?

If You believe that You have suffered a loss relating to a substitute share draft that You received and that was posted to Your Account, please contact Us by telephone at the number shown herein, or write to Us at the address shown herein, or e-mail Us at the e-mail address shown herein. You must contact Us within 40 calendar days of the date that We mailed (or otherwise delivered by a means to which You agreed) the substitute share draft in question or the Account statement showing that the substitute share draft was posted to Your Account, whichever is later. We will extend this time period if You were not able to make a timely claim because of extraordinary circumstances.

Your claim must include-

- A description of why You have suffered a loss (for example, You think the amount withdrawn was incorrect);
- An estimate of the amount of Your loss;
- An explanation of why the substitute share draft You received is insufficient to confirm that You suffered a loss; and
- A copy of the substitute share draft and/or the following information to help Us identify the substitute share draft: (identifying information, for example the share draft number, the name of the person to whom You wrote the share draft, the amount of the share draft).

## WIRE TRANSFER AGREEMENT

**THESE ARE THE TERMS AND CONDITIONS WHENEVER YOU REQUEST A WIRE TRANSFER OF FUNDS FROM YOUR ACCOUNT(S) WITH US BASED UPON YOUR ORAL OR WRITTEN REQUEST. WE WILL PROVIDE WIRE TRANSFER SERVICES AS A MEANS TO INITIATE DOMESTIC AND INTERNATIONAL TRANSFERS FOR YOU, SUBJECT TO THE TERMS OF THIS AGREEMENT, WHICH YOU AGREED TO BY SIGNING YOUR APPLICATION FOR MEMBERSHIP WITH US AT THE TIME THAT YOUR ACCOUNT WAS ESTABLISHED.**

This Wire Transfer Agreement applies to wire transfers that are not "Remittance Transfers" as defined in the Electronic Fund Transfer Act (15 U.S.C. 1693o-1) and Regulation E, Subpart B (12 CFR 1005.30 *et seq.*).

We are authorized to charge Your Account for the payment of wire transfer requests. If more than one Account(s) is designated, We may charge any of the designated Accounts unless You give Us specific written directions otherwise.

Your transfer requests may involve the transfer of funds from any of Your designated Accounts with Us to another account You have with Us, to any other financial institution, or to a third party or account of a third party maintained with Us or any other financial institution. There are no restrictions or limitations on the amounts which may be ordered or requested, or on the location or address of the beneficiary of a transfer unless You give Us written instructions to the contrary.

The party(ies) named in Your application for membership are the Authorized Persons who may issue payment orders to Us for the initiation of wire transfers or to receive telephone calls from Us, in accordance with this Agreement, for the purpose of confirming payment orders for the initiation of wire transfers which have been transmitted to Us under this Agreement for any Account designated in Your application for membership. For confirmation purposes, We may call any party designated in Your application for membership. If more than one Authorized Person is named, any one of them may issue payment orders on any designated Account.

Wire transfer requests must be given to Us in compliance with Our cut-off hours as established from time to time by Us. We are not responsible for the accuracy of a routing number which You supply verbally and which is contained in Your wire transfer request. Wire transfer requests received by Us after Our cut-off hours may be treated as if received on the following business day.

We have no obligation to accept or execute any wire transfer request. We will provide You telephonic notice of rejection. If We are unable to reach You by telephone, We may at Our option give You notice of rejection in writing.

If We accept a wire transfer request consistent with this Agreement, You agree that any such transfer requests which We receive are effective as Your transfer request, whether or not authorized.

You will have no right to cancel or amend a payment order to initiate a wire transfer after We receive it. We will make a reasonable effort to act on a cancellation or amendment of a payment order made by You prior to the time that We execute such payment order, but We have no liability if Your cancellation or amendment is ineffective.

You agree to re-execute this Agreement or to execute a new agreement if changes are necessary. Your Application for membership designates any Account which may be charged in relation to wire transfer requests. All parties which You have authorized to issue wire transfer requests or to receive telephonic confirmations from Us are identified in Your Application for membership. All modifications or additions to Your Application for membership must be in writing.

You agree to pay Us the amount of any transfer request which We transmit pursuant to this Agreement when We execute a payment order to carry out Your wire transfer request. You will not make any wire transfer request which would cause You to exceed the available balance in the Account designated to pay the transfer request. If a payment order is executed which creates an overdraft, with or without Our prior consent, You agree to pay Us the overdraft amount and any overdraft fee immediately upon Our demand. We have the right to set-off the amount of any overdraft against the balance in any of Your accounts with Us and We may exercise any rights We have under any agreements which grant Us security for the payment of Your liabilities or obligations to Us.

You understand and agree that the payment of a wire transfer request may be made by Us or any other financial institution used to carry out the transfer request on the basis of an identifying or account number which You have provided for a beneficiary, even if the number identifies a person different from Your intended beneficiary. You also understand and agree that We or any other financial institution used to carry out a transfer request, may rely on the identifying number of the intermediary or beneficiary's financial institution which You have provided as the proper identification of the intermediary or beneficiary's financial institution, even if the number identifies a financial institution different from the one You intended to identify. We or any other financial institution are not responsible for determining whether any identifying or account numbers You have provided to initiate a wire transfer are accurate. You will be liable to Us for the amount of any transfer request even if payment of the transfer request is made to a person different from the named beneficiary based upon the beneficiary's identifying or account number provided by You or payment of the transfer request is made to a financial institution different from the one identified by name based on the identifying number which You have provided to Us.

You agree to examine any statement or confirmation which We send You and to notify Us within 30 days after the mailing date on any statement or confirmation, of any discrepancy or error. If You fail to notify Us of any discrepancy or error within the required time period, You agree that We are not liable to pay interest or reimburse You for any discrepancy or error in relation to a transfer request described in such statement or confirmation.

## WIRE TRANSFER AGREEMENT (continued)

You and the Credit Union agree that the following specified security procedures represent a commercially reasonable method of providing security against unauthorized payment orders: (a) Only individuals named in Your application for membership shall issue wire transfer requests to Us; and (b) We reserve the right to telephonically contact any individual named in Your application for membership for the purpose of confirming a transfer request, regardless of amount, although We have no obligation to do so. If We cannot obtain a confirmation satisfactory to Us, then We reserve the right to refuse to honor any wire transfer request.

We have no responsibility to verify the identity of any party identifying themselves as an individual authorized to receive a telephonic confirmation of any wire transfer request, other than to verify that the name given by such party corresponds to a party named in Your application for membership. If, for any reason, We are not satisfied that a wire transfer request was issued by an authorized party or confirmed by an authorized party, We may refuse to execute the transfer request. If We do so, We shall not incur any liability of any nature. You agree to prevent disclosure, other than on a need-to-know basis, of any of the aspects of the security procedures which You have agreed to with Us. You will notify Us immediately if You believe the confidentiality of the security procedures has been compromised and You shall act to prevent the security procedures from being further compromised.

We have no liability of any nature for delays or mistakes, provided We act in good faith and with reasonable care. We are not responsible for delays or mistakes caused by other parties through whom We transmit funds whether such other parties were selected by You or Us. We are not required to make a wire transfer on the day a wire transfer request is received, unless the wire transfer request is received within a reasonable time before any cut-off hour We have established. We will generally use the funds transfer system, but We may use any means and routes that We, in Our sole discretion, consider suitable for the transmission of funds.

You agree that We have no liability and are not responsible for any delay or failure to transfer any amount specified in any wire transfer request because of rules, regulations, or policies of the Federal Reserve Board which limits, in the aggregate,

the amount We can transfer from time to time during any business day, provided, however, that We will promptly notify You of any such failure or delay and will effectuate the transfer as soon as is reasonably possible.

We shall have no liability whatsoever for any special, consequential, punitive, or indirect loss or damage suffered by You in connection with services offered by Us which are subject to this Agreement, regardless of whether We know or should have known such damages might be incurred. We have no responsibility for any attorneys' fees that You might incur.

We may terminate this Agreement at any time by giving written or oral notice to You. Unless We terminate this Agreement, the Agreement shall remain in effect until We receive written notice of termination from You and have been afforded a reasonable opportunity to act on Your termination notice. You may not assign this Agreement to any other party.

This Agreement is governed by the provisions of Regulation J, 12 CFR Part 210, Subpart B, including the Appendices, to the extent that any wire transfer request is carried out. Terms which are not defined in this Agreement shall have the same meaning as defined in the Uniform Commercial Code Article 4A. This Agreement is also subject to all applicable Operating Circulars of the Federal Reserve Bank in the district in which We are located and any other applicable provisions of federal or state law. To the extent that Regulation J does not apply to this Agreement, this Agreement shall be governed by the laws of the state in which We are chartered.

We may amend this Agreement, from time to time, by sending You a copy of any amendment at least 30 days prior to its effective date. This Agreement may also be amended by a writing signed by You and Us. No representation or statement not expressly contained in this Agreement or in any amendment shall be binding upon You or Us.

If any provision of this Agreement is prohibited by applicable law, such prohibition shall apply only to that provision and all other provisions of the Agreement shall remain in full force and effect.

**WHAT DOES COBALT CREDIT UNION  
DO WITH YOUR PERSONAL INFORMATION?**

**FACTS**

<b>Why?</b>	Financial companies choose how they share Your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires Us to tell You how We collect, share, and protect Your personal information. Please read this notice carefully to understand what We do.	
<b>What?</b>	The types of personal information We collect and share depend on the product or service You have with Us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number and income</li> <li>• account balances and payment history</li> <li>• credit history and credit scores</li> </ul>	
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, We list the reasons financial companies can share their customers' personal information, the reasons Cobalt Credit Union chooses to share; and whether You can limit this sharing.	
<b>Reasons We can share Your personal information</b>	<b>Does the Credit Union share?</b>	<b>Can You limit this sharing?</b>
<b>For Our everyday business purposes</b> - such as to process Your transactions, maintain Your account(s), respond to court orders and legal investigations, or report to credit bureaus	<b>YES</b>	<b>NO</b>
<b>For Our marketing purposes</b> - to offer Our products and services to You	<b>YES</b>	<b>NO</b>
<b>For joint marketing with other financial companies</b>	<b>YES</b>	<b>YES</b>
<b>For Our affiliates' everyday business purposes</b> - information about Your transactions and experiences	<b>NO</b>	<b>WE DON'T SHARE</b>
<b>For Our affiliates' everyday business purposes</b> - information about Your creditworthiness	<b>NO</b>	<b>WE DON'T SHARE</b>
<b>For Our affiliates to market to You</b>	<b>NO</b>	<b>WE DON'T SHARE</b>
<b>For non-affiliates to market to You</b>	<b>NO</b>	<b>WE DON'T SHARE</b>
<b>To limit Our sharing</b>	<ul style="list-style-type: none"> <li>• Call (800) 228-0392</li> </ul> Please note:  If You are a <i>new</i> member, We can begin sharing Your information 30 days from the date We sent this notice. When You are <i>no longer</i> Our member, We continue to share Your information as described in this notice.  However, You can contact Us at any time to limit Our sharing.	
<b>Questions?</b>	Call (800) 228-0392	

What We do	
<b>How does Cobalt Credit Union protect my personal information?</b>	To protect Your personal information from unauthorized access and use, We use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does Cobalt Credit Union collect my personal information?</b>	<p>We collect Your personal information, for example, when You</p> <ul style="list-style-type: none"> <li>• open an account or deposit money</li> <li>• pay Your bills or apply for a loan</li> <li>• use Your credit or debit card</li> </ul> <p>We also collect Your personal information from others, such as credit bureaus, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives You the right to limit only</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes - information about Your creditworthiness</li> <li>• affiliates from using Your information to market You</li> <li>• sharing for non-affiliates to market You</li> </ul> <p>State laws and individual companies may give You additional rights to limit sharing.</p>
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on Your account.

Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and non-financial companies.</p> <p><i>Cobalt Credit Union has no affiliates.</i></p>
<b>Non-Affiliates</b>	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <p><i>Cobalt Credit Union doesn't share with non-affiliates so they can market to You.</i></p>
<b>Joint Marketing</b>	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to You.</p> <p><i>Our joint marketing partners include financial service providers and insurance companies.</i></p>

# CREDIT LINE ACCOUNT AGREEMENT AND DISCLOSURE

THIS IS YOUR CREDIT LINE ACCOUNT AGREEMENT AND IT INCLUDES NECESSARY FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENTS, AGREEMENTS, AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF ANY ACCOUNT ACCESS DEVICE. PLEASE BE CERTAIN TO READ THIS AGREEMENT CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.

Interest Rate and Interest Charges	
Annual Percentage Rate (APR) For Cash Advances	Line of Credit: <b>15.00%</b>
Paying Interest	You will be charged interest from the transaction date.

Fees	
<b>Transaction Fees</b> <ul style="list-style-type: none"> <li>Overdraft Transfer</li> </ul>	<b>\$5.00</b>
<b>Penalty Fees</b> <ul style="list-style-type: none"> <li>Late Charge</li> <li>Returned Payment</li> </ul>	<b>5.00%</b> of the payment due ( <b>\$5.00</b> minimum, <b>\$30.00</b> maximum) <b>\$25.00</b>

**How We Will Calculate Your Balance:** We use a method called "daily balance." See Your Account Agreement for details.

**Billing Rights:** Information on Your rights to dispute transactions and how to exercise those rights is provided in Your Account Agreement.

In this Agreement, the references to "We," "Us," "Our" and "Credit Union" mean COBALT CREDIT UNION (a federally chartered credit union). The words "You" and "Your" mean each person accepting this Agreement. If this is a joint Account, read singular pronouns in the plural. "Convenience Checks" mean the special Account access devices that We may provide for Your use from time to time.

You, as the Borrower, under a Credit Line Account ("Account"), understand that the following Federal Disclosure Statement and the terms and conditions found herein constitute Our Agreement with You. You may request advances on Your Account through a variety of means which could include (but may not be limited to) telephonic requests, advance request forms, vouchers, checks, charge slips, Convenience Checks, Check Cards, ATM Cards, wire transfers, direct transfers and/or wire transfers to specific payees identified by You, direct transfers to Your share/share draft or other Credit Union account and the like. Regardless of the means by which any advance is made, You promise to pay Us all amounts charged to Your Account by You or by any user who has access to Your Account, with actual, apparent or implied authority for use of Your Account, including Finance Charges and other fees or charges described herein.

**FEATURE CATEGORY.** Your Account is comprised of the Feature Category titled Line of Credit.

Feature Category	Daily Periodic Rate	ANNUAL PERCENTAGE RATE
Line of Credit	0.041096%	15.00%

**ADVANCES.** Whenever You request a transaction, We may require You to prove Your identity. Advances made on Your Account will be processed according to the instructions You give Us (such as by wire transfer, direct transfer to Your Credit Union account or by other such means) and You authorize Us to do this, or We may draw a draft or check made payable to You and mail it to You. When the amount advanced appears on a subsequent statement, that will be conclusive evidence of Your advance request unless You notify Us that You disagree with any such item appearing on Your periodic statement according to the provision of this Agreement titled "Your Billing Rights: Keep This Document For Future Use." You understand that whether or not any specific secured advance request is approved may be determined by how much equity You have or will have in the shares, certificates and/or Collateral offered as security.

**SECURITY.** As permitted by law, to secure all transactions under this Agreement in either joint or individual Accounts, We have the right to impress and enforce a statutory lien against Your shares on deposit with Us (other than those deposits established under a governmental approved tax deferral plan such as an IRA or Keogh account), and any dividends due or to become due to You from Us to the

extent that You owe on any unpaid balance on Your Account and We may enforce Our right to do so without further notice to You. Additionally, You agree that We may set-off any mutual indebtedness.

**OTHER SECURITY.** Collateral (other than household goods or any dwelling) given as security for any other loan You may have with Us will secure all amounts You owe Us now and in the future if that status is reflected in the "Truth-In-Lending Disclosure" in any particular Agreement evidencing such debt.

**CONSENSUAL LIEN ON SHARES.** If You have been issued an ATM Card or Check Card, You grant and consent to a lien on Your shares with Us (except for IRA and Keogh accounts) and any dividends due or to become due to You from Us to the extent You owe on any unpaid Line of Credit balance created through the use of Your ATM Card or Check Card.

**LINE OF CREDIT LIMITS.** You will be notified of the Credit Limit for which You are approved. Unless You are in default, any Credit Limits established for You will generally be self-replenishing as You make payments.

## CREDIT LINE ACCOUNT AGREEMENT AND DISCLOSURE (continued)

You will keep Your unpaid balance within Your Credit Limit set by Us, and You will pay any amount over Your Credit Limit on Our demand whether or not We authorize the advances which caused You to exceed Your Credit Limit. Even if Your unpaid balance is less than Your Credit Limit, You will have no credit available during any time that any aspect of Your Account is in default.

**JOINT ACCOUNTS.** Each Borrower will be responsible, jointly and severally, for the repayment of any amounts owed. If any Account access device, such as a Personal Identification Number (PIN) is requested and approved, You understand that any such Account access device(s) will be mailed only to the primary Borrower at the address that We have on file for You. We may refuse to follow any instructions which run counter to this provision.

**MINIMUM MONTHLY PAYMENTS (PAYMENT SCHEDULE).** Though You need only pay the Minimum Monthly Payments, You understand that You have the right to repay at any time without penalty. You also understand that You will only be charged periodic Finance Charges to the date You repay Your entire balance. You may make larger payments without penalty. Any partial payment or prepayment will not delay Your next scheduled payment. All payments to Us must be in lawful money of the United States. All payments will be applied first to any Late Charges owing, then to the Finance Charge due, then to the outstanding principal balance.

Any unpaid portion of the Finance Charge will be paid by subsequent payments and will not be added to Your principal balance. You understand that any delay in the repayment of Your unpaid balance will increase Your periodic Finance Charges and any acceleration in the repayment of Your unpaid balance will decrease Your periodic Finance Charges.

Your Minimum Monthly Payments will be established and fixed at the time of each credit advance at an amount equal to \$15.00 per \$500.00, or fraction thereof, of Your then outstanding balance, unless Your outstanding balance is less than \$15.00, in which case Your Minimum Monthly Payment will equal Your outstanding balance.

You may, by separate agreement, authorize Us to charge Your payment directly to Your share or share draft account.

**LATE CHARGE.** If Your payment is 15 or more days late, You will be charged the greater of 5.00% of the payment due or \$5.00, subject to a maximum of \$30.00.

**OTHER FEES AND CHARGES.** You will be charged the following fees associated with the use of Your Account: (a) \$25.00 for any check (or other negotiable instrument used for payment) which is returned unpaid; and (b) \$5.00 each time We advance funds from Your Account for the express purpose of clearing an overdraft on Your checking account.

**FINANCE CHARGES.** A Finance Charge will be assessed on any unpaid principal balance of Your Account for the period such balance is outstanding. Balances change each time advances are made, payments are made or credits given under any Feature Category. The Finance Charge begins to accrue on the date of each advance and there is no grace period.

**HOW TO DETERMINE THE FINANCE CHARGE.** The Finance Charge is determined by multiplying Your unpaid balance at the close of each day in the billing cycle being accounted for by the applicable Daily Periodic Rate. The unpaid balance is the balance each day after payments, credits, and unpaid Finance Charges to that balance have been subtracted and any new advances, insurance premiums or other costs and charges have been added to Your unpaid balance. These daily Finance Charges are then added together and the sum is the amount of the Finance Charge owed.

**OVERDRAFT PROTECTION.** We may transfer funds in multiples of \$100.00 (or in such increments as We may from time to time determine) to Your share draft account by an advance on Your Line of Credit Feature Category, subject to this provision, to clear any overdraft on Your share draft account. Whether or not such transfers occur will be controlled by this Agreement. In any event, You hold Us harmless for any and all liability which might otherwise arise if the transfer does not occur. Overdraft protection automatically ceases if this Agreement is ever cancelled or terminated or Your Account is in default.

**PERIODIC STATEMENTS.** On a regular basis, You will receive a statement showing all transactions on Your Account including amounts paid and borrowed since Your last statement. We will mail You a statement each month in which there is a debit or credit balance or when a Finance Charge is imposed. We need not send You a statement if We feel Your Account is uncollectible or if We have started collection proceedings against You because You defaulted. EACH STATEMENT IS DEEMED TO BE A CORRECT STATEMENT OF ACCOUNT UNLESS YOU ESTABLISH A BILLING ERROR PURSUANT TO THE FEDERAL TRUTH-IN-LENDING ACT.

**OUR RESPONSIBILITIES TO HONOR CONVENIENCE CHECKS.** We are under no obligation to honor Your Convenience Checks if: (1) by paying a Convenience Check, You would exceed Your Credit Limit; (2) Your Cards or Convenience Checks have been reported lost or stolen; (3) Your Account has been cancelled or has expired. If a postdated Convenience Check is paid and, as a result, any other Convenience Check is returned unpaid, We are not responsible for any resulting loss or liability.

**DEFAULT.** You will be in default if: (a) You do not make any payment or perform any obligation under this Agreement, or any other agreement that You may have with Us; or (b) You should die, become involved in any insolvency, receivership or custodial proceeding brought by or against You; or (c) You have made a false or misleading statement in Your credit application and/or in Your representations to Us while You owe money on Your Account; or (d) A judgment or tax lien should be filed against You or any attachment or garnishment should be issued against any of Your property or rights, specifically including anyone starting an action or proceeding to seize any of Your funds on deposit with Us; and/or (e) We should, in good faith, believe Your ability to repay Your indebtedness hereunder is or soon will be impaired, time being of the very essence.

Upon any occurrence of default and after providing You notice of Your right, if any, to cure the default and You fail to cure the default in the time provided in the Notice, We may, to the extent permitted by law, cancel Your rights under this Agreement, require the return of all access devices and declare the entire balance of every Feature Category of Your Account immediately due and payable, without prior notice or demand.

**COLLECTION COSTS.** In the event collection efforts are required to obtain payment on this Account, to the extent permitted by law, You agree to pay all court costs, private process server fees, investigation fees or other costs incurred in collection and reasonable attorneys' fees incurred in the course of collecting any amounts owed under this Agreement or in the recovery of any Collateral.

**ENFORCEMENT.** We do not lose Our rights under this or any related agreement if We delay enforcing them. We can accept late payments, partial payments or any other payments, even if they are marked "paid in full" without losing any of Our rights under this Agreement. If any provision of this or any related agreement is determined to be unenforceable or invalid, all other provisions remain in full force and effect.

**NOTIFICATION OF ADDRESS CHANGE.** You will notify Us promptly if You move or otherwise have a change of address.

**CHANGE IN TERMS.** We may change the terms of this Agreement by mailing or delivering to You written notice of the changes as prescribed by the Federal Truth-In-Lending Act. To the extent permitted by law, the right to change the terms of this Agreement includes, but is not limited to, the right to change the periodic rate applicable to Your unpaid balance and/or future advances.

**DEBT PROTECTION.** Debt Protection is not required for any extension of credit under this Agreement. However, You may purchase any Debt Protection available through Us and have the costs added to Your outstanding balance. If You elect to do so, You will be given the necessary disclosures and documents separately.

**INTEGRATED DOCUMENTS.** Any separate sheet of paper labeled "Additional Disclosure - Federal Truth-In-Lending Act," which is delivered together with this Agreement or at a later date becomes an integrated part of this Agreement And Disclosure.

**CONSENT TO AGREEMENT.** You acknowledge receipt of a copy of this Agreement. By signing the application; or by using Your Account or any Account access device; or by authorizing another to use Your Account, You agree to and accept its terms.

**UPDATING AND DISCLOSING FINANCIAL INFORMATION.** You will provide facts to update information contained in Your original Account application or other financial information related to You, at Our request. You also agree that We may, from time to time, as We deem necessary, make inquiries pertaining to Your employment, credit standing and financial responsibility in accordance with applicable laws and regulations. You further agree that We may give information about the status and payment history of Your Account to consumer credit reporting agencies, a prospective employer or insurer, or a state or federal licensing agency having any apparent legitimate business need for such information.

**TERMINATION.** Either You or We may cancel Your Account at any time, whether or not You are in default. You will, in any case, remain liable to pay any unpaid balances according to the terms of Your Account.

**NO ORAL AGREEMENTS.** A credit agreement must be in writing to be enforceable under Nebraska law. To protect you and us from any misunderstandings or



## CREDIT LINE ACCOUNT AGREEMENT AND DISCLOSURE (continued)

disappointments, any contract, promise, undertaking, or offer to forebear repayment of money or to make any other financial accommodation in connection with this loan of money or grant or extension of credit, or any amendment of, cancellation of, waiver of, or substitution for any or all of the terms or provisions of any instrument or document executed in connection with this loan of money or grant or extension of credit, must be in writing to be effective.

**GOVERNING LAW.** This Agreement is controlled and governed by the laws of the State of Nebraska except to the extent that such laws are inconsistent with controlling federal law.

### **Your Billing Rights: Keep This Document for Future Use**

**This notice tells You about Your rights and Our responsibilities under the Fair Credit Billing Act.**

### **What To Do If You Find A Mistake On Your Statement**

If You think there is an error on Your statement, write to Us at Our address shown in this Agreement. In Your letter, give Us the following information:

- **Account information:** Your name and Account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If You think there is an error on Your bill, describe what You believe is wrong and why You believe it is a mistake.

You must contact Us:

- Within 60 days after the error appeared on Your statement.
- At least three business days before an automated payment is scheduled, if You want to stop payment on the amount You think is wrong.

You must notify Us of any potential errors in writing. You may call Us, but if You do We are not required to investigate any potential errors and You may have to pay the amount in question.

### **What Will Happen After We Receive Your Letter**

**When We receive Your letter, We must do two things:**

- 1) Within 30 days of receiving Your letter, We must tell You that We received Your letter. We will also tell You if We have already corrected the error.
- 2) Within 90 days of receiving Your letter, We must either correct the error or explain to You why We believe the bill is correct.

**While We investigate whether or not there has been an error:**

- We cannot try to collect the amount in question, or report You as delinquent on that amount.
- The charge in question may remain on Your statement, and We may continue to charge You interest on that amount.
- While You do not have to pay the amount in question, You are responsible for the remainder of Your balance.
- We can apply any unpaid amount against Your Credit Limit.

**After We finish Our investigation, one of two things will happen:**

- If We made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If We do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send You a statement of the amount You owe and the date payment is due. We may then report You as delinquent if You do not pay the amount We think You owe.

If You receive Our explanation but still believe Your bill is wrong, You must write to Us within 10 days telling Us that You still refuse to pay. If You do so, We cannot report You as delinquent without also reporting that You are questioning Your bill. We must tell You the name of anyone to whom We reported You as delinquent, and We must let those organizations know when the matter has been settled between Us. If We do not follow all of the rules above, You do not have to pay the first \$50.00 of the amount You question even if Your bill is correct.

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# CONSENT TO RECEIVE ELECTRONIC DOCUMENTATION

**THIS IS YOUR CONSENT TO RECEIVE ELECTRONIC DOCUMENTATION AND CONTAINS IMPORTANT INFORMATION CONCERNING THE RECEIPT OF DOCUMENTATION ELECTRONICALLY. PLEASE BE CERTAIN TO READ THIS CONSENT CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.**

As permitted by law, You hereby authorize Us to electronically provide any and all documentation (agreements, disclosures, notices, statements, and the like) related to Our various products and services that You may from time to time request and/or use. The electronic transmission of such documentation may be conducted in a variety of means such as: (a) an electronic message ("e-mail") sent to You at the e-mail address specified by You (and/or any other address specified by You); (b) Your active retrieval via the Internet by any Internet access means from a specific Internet location (identified by Us in an e-mail message sent to You by the Credit Union); and/or (c) any other means of electronically providing such documentation. You understand and agree that Your consent will remain in effect until and unless withdrawn by You either in an electronic message sent by You to Us or by written request for withdrawal of Your consent sent by You to the Credit Union. Your withdrawal of consent to receive documentation in this manner will take effect within a reasonable time period following the receipt of Your request. This authorization does not affect Your right to receive such documentation on paper or in a non-electronic form and You may at any time request that any electronically provided documentation be provided in a paper or non-electronic form. You agree to immediately provide Us updated contact information in the event that Your e-mail address (or any other means You have provided Us to contact You) becomes

unusable or inaccurate for any reason. A description of the current means used to provide electronic documentation along with current hardware and software requirements to receive such documentation is provided to You below. You will be provided updated information in the event that We change these methods and/or hardware/software requirements.

To receive electronic records, You understand that the use of a device such as a personal computer ("PC") or an internet enabled mobile computing device (e.g. smartphone or tablet) that has a graphical user interface, or "browser," capable of accessing and viewing electronic communications reasonably expected to reside on and transmit within the Internet will be required. Additionally, various software, such as that which can view an electronic file in a portable document file ("pdf") format may be required to view certain electronic communications. Our system is currently designed to operate using World Wide Web technologies and protocols which are adaptable to a wide variety of end user systems. More specifically, Our system uses SSL encryption and requires a browser with an appropriate Root CA Security Certificate and uses 40-128 bit encryption, depending upon the specific browser being used to access the system. Some browsers may require an update to their security certificate to properly access the system.

## COBALT CREDIT UNION

### CORPORATE HEADQUARTERS

7148 Towne Center Parkway  
Papillion, NE 68046-2125

**Website:** <http://www.cobaltcu.com>

**E-Mail Address:** [memberservice@cobaltcu.com](mailto:memberservice@cobaltcu.com)

### Phone Numbers:

402-292-8000 • 800-228-0392



## Account Disclosure Rate

Effective 10/26/22

7148 Towne Center Parkway  
Papillion, NE 68046  
(402) 292-8000

This supplement is incorporated into, becomes a part of, and should be attached to the Agreements and Disclosures.

	DIVIDEND RATE	ANNUAL PERCENTAGE YIELD	DIVIDEND PERIOD	COMPOUNDING PERIOD	CREDITING PERIOD
<b>Share Savings (2)(3)</b>					
\$ 0 - 1,999.99	0.05%	0.05%	Quarterly	Quarterly	Quarterly
\$2,000.00 - 24,999.99	0.05%	0.05%	Quarterly	Quarterly	Quarterly
\$25,000.00 and greater	0.05%	0.05%	Quarterly	Quarterly	Quarterly
<b>Health Savings Account (2)</b>					
\$0 and greater	0.25%	0.25%	Monthly	Monthly	Monthly
<b>Workers Compensation Medicare Set-Aside Account (2) (3)</b>					
\$ 0 - 299.99	0.00%	0.00%	Monthly	Monthly	Monthly
\$300.00 and greater	0.05%	0.05%	Monthly	Monthly	Monthly
<b>Value Plus Checking Account (2) (3)</b>					
\$ 0 - 499.99	0.00%	0.00%	Monthly	Monthly	Monthly
\$500.00 and greater	0.05%	0.05%	Monthly	Monthly	Monthly
<b>Prestige Checking (2) (3)</b>					
\$ 0 - 299.99	0.00%	0.00%	Monthly	Monthly	Monthly
\$300.00 and greater	0.05%	0.05%	Monthly	Monthly	Monthly
<b>High Yield Checking Account (2) (3) (5) (6) (7)</b>					
\$ 0 - 10,000.00	1.49%	1.50%	Monthly	Monthly	Monthly
\$10,000.01 and greater	0.05%	0.05%	Monthly	Monthly	Monthly
Accts. not meeting qualifications	0.05%	0.05%	Monthly	Monthly	Monthly
<b>High Yield Plus Checking Accounts (2) (3) (5) (6) (7)</b>					
\$ 0 - 10,000.00	1.74%	1.75%	Monthly	Monthly	Monthly
\$10,000.01 and greater	0.05%	0.05%	Monthly	Monthly	Monthly
Accts. not meeting qualifications	0.05%	0.05%	Monthly	Monthly	Monthly
<b>Sharedraft Personal and IRA Money Market Account (2) (3)</b>					
\$0.01 - 2,499.99	0.00%	0.00%	Monthly	Monthly	Monthly
\$2,500.00 - 24,999.99	0.10%	0.10%	Monthly	Monthly	Monthly
\$25,000.00 - 49,999.99	0.15%	0.15%	Monthly	Monthly	Monthly
\$50,000.00 - 99,999.99	0.20%	0.20%	Monthly	Monthly	Monthly
\$100,000.00 and greater	0.25%	0.25%	Monthly	Monthly	Monthly
<b>Sharedraft Personal Premier Money Market Account (2) (3)</b>					
\$0.00 - 25,000.00	0.00%	0.00%	Monthly	Monthly	Monthly
\$25,000.01 - 100,000.00	0.45%	0.45%	Monthly	Monthly	Monthly
\$100,000.01 - 250,000.00	0.65%	0.65%	Monthly	Monthly	Monthly
\$250,000.01 and greater	0.90%	0.90%	Monthly	Monthly	Monthly
<b>Sharedraft Personal Prime Money Market Account (8)</b>					
Prime Money Market Account	2.47%	2.50%	Monthly	Monthly	Monthly
Accts. not meeting qualifications	0.10%	0.10%	Monthly	Monthly	Monthly
<b>Club Accounts (2)</b>					
Vacation Club Account	0.25%	0.25%	Annually	Annually	Annually
Holiday Club Account	0.25%	0.25%	Annually	Annually	Annually
<b>Baby Bundle Certificates (1)</b>					
12 Month \$25.00 & Greater	3.59%	3.65%	Monthly	Monthly	Monthly
24 Month \$50.00 and greater	2.96%	3.00%	Monthly	Monthly	Monthly
<b>Term Share Certificates (1) (4)</b>					
1 Month \$25,000.00 and greater	0.15%	0.15%	Monthly	Monthly	Monthly
3 Month \$1,000.00 - 99,999.99	0.75%	0.75%	Quarterly	Quarterly	Quarterly
\$100,000.00 and greater	0.85%	0.85%	Quarterly	Quarterly	Quarterly
6 Month \$1,000.00 - 99,999.99	1.54%	1.55%	Quarterly	Quarterly	Quarterly
\$100,000.00 and greater	1.64%	1.65%	Quarterly	Quarterly	Quarterly
<b>Term Share and IRA Certificates (1) (4)</b>					
12 Month \$1,000.00 - 99,999.99	3.60%	3.65%	Quarterly	Quarterly	Quarterly
\$100,000.00 and greater	3.65%	3.70%	Quarterly	Quarterly	Quarterly
18 Month \$1,000.00 - 99,999.99	3.70%	3.75%	Quarterly	Quarterly	Quarterly
\$100,000.00 and greater	3.75%	3.80%	Quarterly	Quarterly	Quarterly
24 Month \$1,000.00 - 99,999.99	2.97%	3.00%	Quarterly	Quarterly	Quarterly
\$100,000.00 and greater	3.06%	3.10%	Quarterly	Quarterly	Quarterly
30 Month \$1,000.00 - 99,999.99	3.16%	3.20%	Quarterly	Quarterly	Quarterly
\$100,000.00 and greater	3.26%	3.30%	Quarterly	Quarterly	Quarterly
36 Month \$1,000.00 - 99,999.99	3.26%	3.30%	Quarterly	Quarterly	Quarterly
\$100,000.00 and greater	3.36%	3.40%	Quarterly	Quarterly	Quarterly
48 Month \$1000.00 - 99,999.99	3.31%	3.35%	Quarterly	Quarterly	Quarterly
\$100,000.00 and greater	3.41%	3.45%	Quarterly	Quarterly	Quarterly
60 Month \$1000.00 - 99,999.99	3.36%	3.40%	Quarterly	Quarterly	Quarterly
\$100,000.00 and greater	3.41%	3.45%	Quarterly	Quarterly	Quarterly
<b>PROMOTIONAL PRODUCTS: Bump Up Share and Bump Up IRA Certificate (1) (4)</b>					
36 Month \$1,000.00 - 99,999.99	3.26%	3.30%	Quarterly	Quarterly	Quarterly
\$100,000.00 and greater	3.36%	3.40%	Quarterly	Quarterly	Quarterly

- (1) For the purposes of this disclosure, this is a rate and APY that was offered within the most recent 7 calendar days. The Dividend Rate(s) and Annual Percentage Yield(s) shown herein are current as of the effective date. For more current rates, please call (402) 292-8000.
- (2) For the purposes of this disclosure, this is a rate and APY as of the last dividend declaration date. These Dividend Rate(s) and Annual Percentage Yield(s) shown herein may change every dividend period as determined by Our Board of Directors.
- (3) Only the deposited funds that comprise each tier earn the rate for that tier.
- (4) All deposited funds earn the rate for the tier that corresponds to the amount of the initial deposit.
- (5) In order to receive dividends at the disclosed rate, during each qualifying period You must: (a) have at least 12 Debit Card transactions totaling at least \$120.00 post and cleared per qualification cycle; and (b) maintain direct deposit; and (c) consent to receive Your periodic statements electronically. For the High Yield & High Yield Plus Accounts: if you fail to meet the eligibility requirements, you will earn 0.05% APY.
- (6) Each member is restricted to only one High Yield Checking Account. The Social Security Number will be the source to identify the account ownership.
- (7) You will not be paid any accrued but uncredited dividends at the time You close Your account.
- (8) For the purposes of this disclosure, this is a rate and APY as of the last dividend declaration date. This Dividend Rate and Annual Percentage Yield shown is based on the Wall Street Journal (WSJ) Prime rate minus 3.75% with a 0.30% floor rate. Should the WSJ Prime rate change, this Dividend Rate and Annual Percentage Yield will be adjusted the following business day. If you fail to meet the eligibility requirements, you will earn 0.10% APY.



## Schedule of Fees and Charges for Consumer Accounts

Effective November 2022

### GENERAL

Account Audit Fee (per hour).....	\$25.00
Account History Fee (up to 30 days).....	\$5.00
ACH Origination Fee (Outgoing Debit).....	\$15.00
Bad Address Fee.....	\$5.00
Cashier's Check Fee (each).....	\$5.00
Collection/Cash Letter Item Fee.....	\$25.00
Domestic Bag Locked.....	\$15.00
Domestic Bag Non-Locking.....	\$5.00
Early Account Closure (<90 days).....	\$25.00
External Transfer Withdrawal Fee.....	\$2.00
Fax Fee	
Outgoing (first page).....	\$5.00
Each Additional Page.....	\$1.00
Incoming Each Page.....	\$1.00
Foreign Money Purchase.....	\$15.50
Garnishment Fee.....	\$100.00
Inactive Account Fee.....	\$10.00
Money Order Fee (each).....	\$3.00
Non-Member ONUS Check Cashing Fee (per item)....	\$5.00
NSF Fee.....	\$35.00
Overdraft Service Charge (per occurrence).....	\$35.00
Overdraft Transfer Fee	
(pulled from transferring account).....	\$5.00
Paper Statement Mailed.....	\$5.00
Phone Inquiry Fee.....	\$2.00
Photocopy Fee (per page).....	\$0.20
Returned Check Fee	
(funds available Deposit item).....	\$25.00
Skip Payment Fee.....	\$50.00
Statement Print Service Charge.....	\$5.00
Stop Payment Fee (initial or renewal).....	\$35.00
Uncollected Funds Charge.....	\$35.00
Wire In Charge.....	\$15.00
Wire Out Charge	
Domestic.....	\$25.00
International.....	\$40.00

### MEMBERSHIP SHARE SAVINGS ACCOUNT

Over Counter Fee Over 3.....	\$1.00
Excess Withdrawal Item Over 6.....	\$5.00

### ATM/DEBIT CARD FEES AND CHARGES

COBALTCU (Proprietary) ATM Machines.....	FREE
All other ATM's (Non-Proprietary/Foreign)	
(two free monthly per tax owner).....	\$3.00
Card Replacement Fee.....	\$5.00
Rush Delivery of Embossed Card.....	\$50.00

### CHECKING ACCOUNTS - GENERAL

Check Printing Fee.....	Varies
Check Photocopy Fee.....	\$2.00
Check Photocopy Fee (Faxed).....	\$4.00

### HIGH YIELD PLUS CHECKING ACCOUNT

Monthly Account Maintenance Fee.....	\$6.00
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### VALUE PLUS CHECKING ACCOUNT

Monthly Account Maintenance Fee.....	\$6.00
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### WORKERS COMPENSATION MEDICARE

#### SET-A-SIDE ARRANGEMENT CHECKING

#### ACCOUNT

Maintenance Service Charge.....	\$3.00
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### PRESTIGE CHECKING ACCOUNT

Maintenance Service Charge.....	\$3.00
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### MONEY MARKET

Excess Withdrawal Item Fee Over 6.....	\$5.00
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### PREMIER MONEY MARKET

Monthly Service Charge if balance is below	
\$25,000.00.....	\$10.00
Excess Withdrawal Item Fee Over 6.....	\$5.00

### PRIME MONEY MARKET

Excess Withdrawal Item Fee Over 6.....	\$5.00
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### SAFE DEPOSIT BOX FEE (annual)

3X5.....	\$25.00
5X5.....	\$30.00
3X10.....	\$35.00
5X10.....	\$45.00
10X10.....	\$70.00
Key Replacement Fee.....	\$10.00
Depth of boxes.....	22 inches
Box Drilling Fee.....	Cost incurred plus 10%

The fees appearing in this schedule are accurate and effective for accounts as of the effective date indicated on the fee schedule.

If you have any questions, or require current fee information on your accounts, please call the Credit Union at (402) 292-8000.