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Tinker Federal Credit Union

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TERMS AND CONDITIONS OF YOUR ACCOUNT

These are the "Terms and Conditions of Your Account" with Tinker Federal Credit Union ("TFCU," "Credit Union," or "us") and are effective when you open your account and first transact on your account. TFCU reserves the right to change, modify, or amend these Terms and Conditions of Your Account ("Terms") at any time upon notice to you. For any change in these Terms, such change, modification, or amendment will be effective thirty (30) calendar days after we send notice to you by mail (including email), posting on our website, posting on our online banking website, or other notice, alert, communications, or posting option that we deem reasonable, and which is available to you electronically or otherwise. We may designate and communicate the effective date. Your continued use of your account, the services offered by TFCU, and your continuance to transact on your account following any notice of any change in Terms will be considered as your acceptance and your agreement to any change, modification, or amendment in Terms. Your TFCU account(s), including products and services, shall be controlled and governed by these Terms. Other agreements and disclosures may be provided to you from time to time as part of TFCU's ongoing services and your options for services and such other agreements and disclosures are binding upon you and incorporated by reference into these Terms. In the event of any conflict between these Terms and other terms for services or disclosures, these Terms shall control.

As used in these Terms, the words "TFCU," "we," "our," and "us" mean the Credit Union and the words "you" and "your" means you as the account owner(s) and all other account owners, holders, or authorized persons on the account (*including any joint account owners or listed account signers*), and anyone else with the authority to deposit, withdraw, transact, make payments, sign for, or exercise control over the funds in the account(s). The headings in these Terms are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed, so the singular includes the plural and the plural includes the singular. You should read these Terms carefully to know your and our rights and obligations and you should retain a copy of these Terms for future reference.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account or is included as a joint owner on an account. What this means for you: when you open an account with us, we will ask for your legal name, physical street address, social security number (or other valid identifying identification number or tax identification number ("TIN")), date of birth, verification of identity through valid identification, and other information that will allow us to clearly identify you and validate your identity. We may ask to see your state-issued unexpired driver's license or other acceptable photo identification and/or government issued or government recognized identification or documents to verify your identity. We may also use consumer reporting agencies and other various services to access databases to help authenticate your identity.

AS PART OF THESE TERMS, YOU CONSENT TO ALLOW US TO REQUEST AND WE MAY OBTAIN A CONSUMER REPORT, CREDIT REPORT, EMPLOYMENT HISTORY REPORT, OR OTHER SIMILAR BACKGROUND REPORT FROM ONE OR MORE CONSUMER REPORTING AGENCIES FOR THE PURPOSE OF VERIFYING YOUR IDENTITY AND YOUR INFORMATION IN CONNECTION WITH OPENING AN ACCOUNT IN YOUR NAME, CONSIDERING AN APPLICATION FOR A LOAN, AND/OR DETERMINING YOUR ELIGIBILITY FOR OTHER PRODUCTS OR SERVICES OFFERED BY US. FURTHERMORE, YOU CONSENT TO US REFERENCING AND USING THE CONSUMER REPORTS, THE CREDIT REPORT, AND ANY OTHER REPORTS WE OBTAIN FOR PURPOSES OF US OFFERING OR PROMOTING PRODUCTS AND SERVICES TO YOU FOR A LIMITED TIME-PERIOD BASED ON YOUR IDENTITY AND INFORMATION. For more information on use of consumer and other reports see the section titled 'CREDIT AND EMPLOYMENT HISTORY CHECKS AND VERIFICATION' in these Terms.

By opening an account, a share certificate, a safe deposit box, or by selecting other TFCU services and products (i) you agree to these Terms by your acknowledgement, use or continued use of your account, acceptance, or otherwise and (ii) agree to (by signing or other acceptance) any other applicable terms, conditions, agreements, and disclosures regarding the account, products, and services, whether electronically or otherwise (including online acceptance). You acknowledge and agree to be bound by these Terms and any and all other applicable terms, conditions, disclosures, and agreements governing the TFCU products and services. In addition to these Terms, you acknowledge and agree that you have received (in person, by mail, or otherwise), or have access to the applicable fee schedule (through online Credit Union availability, which may be communicated to you from time to time) governing your account(s) and our services ("Fee Schedule").

TELEPHONE CONSUMER PROTECTION ACT/CONSENT TO CONTACT - By applying for, signing up for, accepting for use, and/or using the Credit Union products and services (including the opening of any accounts, applying for a loan, accepting and using the Credit Union services, products, and other offerings of the Credit Union), which includes

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the associated disclosures, consents, schedules, terms, and other documentation, you are agreeing to and consenting to allow the Credit Union from time to time to make telephone calls, send text messages, and/or send electronic mail ("email") to you. By providing a telephone number (including a mobile telephone number) and/or email address, you consent to receiving calls, text messages, and emails from us or from our third-party service providers for any purpose related to your use of the services, products, or in relation to your account. You further consent to and authorize TFCU and its third party providers to send you or provide you with electronic communications, notices, updates, and alerts (e.g., calls, texts, online alerts, and/or emails) regarding the services, products, payment services, verification, updates, amendments, modifications, or changes to these Terms or other terms and conditions, replacement agreement(s) (or terms), transaction receipts, and/or disclosures, which are required to be provided to you orally or in writing (collectively "Electronic Communications"). You agree to receive any Electronic Communications provided to you in good faith and you agree not to avoid or attempt to avoid receiving any such Electronic Communications. You are deemed to have received any Electronic Communications provided to you when it is sent and made available to you at your last provided email or contact information in our system. By providing us with a telephone number (including a mobile telephone number) you consent to receiving auto-dialed and pre-recorded messages and calls at the number(s) provided by you for service-related issues, promotions, and collection purposes. For example, we may contact you in connection with authenticating or processing your identity for a transaction that you have requested through our system. We may contact you and ask you to authenticate and validate certain information, but the information will be limited to verify your identity (i.e., last four digits of your social security number, date of birth, or other authentication questions). We will not contact you and request you to provide sensitive personal information through email. You agree that we may provide notices to you by sending them to you through an in-product message or alert within the system, emailing them to an email address that you have provided, sending them via text message to any mobile number you provided, or by mailing them to any postal or physical address that you have provided and to which is last on file with us. You are required and responsible for periodically updating your contact information with us, so that you do not miss our Electronic Communications or other notices, emails, calls, messages, or alerts. Authorized users of the TFCU system may receive certain notices as text messages on their mobile device and by accepting these Terms, you consent to such notifications. All notices by email, phone, mobile device, mail, or other digital or electronic communication or method shall be deemed received by you no later than twenty-four (24) hours after they are sent, messaged, and/or posted, except for notice by mail, which shall be deemed received by you no later than five (5) business days after it is mailed. It is your sole responsibility to ensure that your contact information is accurate and you are responsible for updating your contact information with the Credit Union if it changes. You understand and agree that you are responsible for any Electronic Communication data and messaging charges, fees, or expenses and for paying any and all rates, fees, or charges that your mobile carrier may charge for data usage or other fees which the carrier may apply for you receiving and sending calls, texts, or emails. In the event your mobile device is lost or stolen, you must promptly update your information and your profile in our system to help combat fraud and continue to receive uninterrupted communications from us. You will need to make the appropriate changes to disable the use of the lost or stolen device, and reactivate your new device, as necessary. You agree to promptly notify us of any theft or loss of your personal device which may compromise your personal financial information, applications, or otherwise with the Credit Union.

Your consent to receive communications from us through your mobile telephone device under this section remains valid until specifically revoked in writing by you in the form we may reasonably request to document your revocation of consent. As part of these Terms, you agree and expressly consent to the Credit Union, its affiliates, divisions, service organizations, and third party providers contacting you by phone, text, email, message, alert, or other means for purposes of (i) administering your account and transactions on your account; (ii) collecting on any amounts you owe us on any account (including without limitation, negative balances, missed payments, or delinquent loans and credit cards); (iii) offering marketing or advertising opportunities to provide you information on additional and promotional financial products and services offered through TFCU or one of its affiliates, divisions, service organizations, or partner service providers; (iv) providing alleged, potential, or actual fraud, security breach, risks, or identity theft alerts and/or messages to you; (v) providing alerts and communication for low available balances, amounts due, scheduled payments, updates in terms, conditions, or disclosures, and other matters related to your account(s), loans, and services that you have with TFCU (if selected); and/or (vi) notifying you of pending or settled transactions on your account (based on your service selections and options). The consent provided as part of these Terms is in addition to other authorizations and consents that you provide or have agreed to as part of your accounts, loans, credit cards, and services with TFCU. For any TFCU partnered service providers who may contact you on the Credit Union's behalf, the partnered service providers will properly identify themselves when making contact with you as a third-party service provider to TFCU.

YOU ARE NOT REQUIRED TO CONSENT TO RECEIVE PRE-RECORDED CALLS, AUTOMATIC DIALER CALLS, OR TO RECEIVE PHONE CALLS OR TEXTS AND YOU HAVE THE OPTION TO 'OPT-OUT' OF SUCH CONSENT AT ANY TIME BY PROVIDING WRITTEN NOTICE OF YOUR REQUEST TO REMOVE ELECTRONIC TELEPHONE COMMUNICATION CONSENT. Your consent to electronic telephone communication is not required to open an account with the Credit Union or to apply for a loan with the Credit Union and you may 'opt-out' of your consent to receive calls and texts on your mobile telephone device by contacting the Credit Union at any time by one of the methods or options below

and requesting to “**opt-out of the electronic telephone communication**” and designating your desired contact options for updates and notifications, and completing necessary documentation reasonably requested by the Credit Union. In addition to updating or changing your contact information (i.e., phone numbers, address, email address, etc.), if you later opt-back into receive electronic telephone communications by call, text, pre-recorded message, auto-dialer, or otherwise through acceptance of additional terms of services or products, then the last in time option will control and you are required to ‘opt-out’ again, if you so decide pursuant to this section.

IF YOU WANT TO “OPT-OUT OF THE ELECTRONIC TELEPHONE COMMUNICATION” (i.e., you no longer want to receive calls and texts on your mobile telephone device) YOU MAY CONTACT US AT ANY TIME AT ONE OF THE FOLLOWING OPTIONS AND (i) CLEARLY IDENTIFY YOURSELF WITH THE NAME ASSOCIATED WITH YOUR TFCU ACCOUNT, (ii) PROVIDE YOUR ACCOUNT INFORMATION AND NUMBER, (iii) IDENTIFY THE DATE OF YOUR REQUEST, AND (iv) CLEARLY INDICATE THAT YOU WANT TO “OPT-OUT OF ELECTRONIC TELEPHONE COMMUNICATIONS.”

1. Mail us at – Tinker Federal Credit Union, Attention Member Service Center-Operations – “Electronic Telephone Communication Opt-Out”, P.O. Box 45750, Tinker AFB, Oklahoma 73145;
2. Email us at - memberservices@tinkerfcu.org;
3. Call our Member Service Center at (405) 732-0324 or 1-800-456-4828; or
4. Visit a TFCU branch location.

We may request you put your selection to ‘opt-out’ of promotions and marketing by use of your credit bureau report in writing.

ENTIRE AGREEMENT - These Terms, along with any other documents, agreements, disclosures, schedules, conditions, and terms, that we send, present, or give to you pertaining to your account(s), products, loans, or services are considered legally binding upon you and are considered contractual documents which establish the rules, terms, and conditions governing, regulating, and controlling your account(s), products, loans, and the services with us. You are asked to read these Terms carefully for your understanding of your rights and obligations and you should retain a copy of these Terms for future reference.

The products and services offered through TFCU, its affiliates, divisions, service organizations, and partnered providers are offered to individuals who can form legally binding contracts under applicable federal and state laws of the branch in which your account is located (including but not limited to case law, codes, and other applicable laws under common law or otherwise), rules, regulations, ordinances, and statutes (“Applicable Law”) and have the authority to authorize transactions, payments, deposits, and withdrawals made using checking, savings, debit cards, and other source funds or accounts held at a United States (U.S.) depository institution(s). If your account is opened online, the laws of the state of Oklahoma will apply. By using the TFCU system and services you represent and warrant that you have full and complete authority and understanding to engage and be bound by these Terms and other applicable disclosures. If you are under the legal age of majority, the Credit Union (in its sole discretion) may request a guarantor or other legally authorized guardian to verify your information or to be added to the account. In the event you default or breach on any of these Terms, you agree to indemnify and hold us, our affiliates, our divisions, our service organizations, and any partnered third party providers harmless for any and all costs, fees, damages, and expenses (including reasonable and allowable attorney fees and court costs), resulting from your use or an authorized user's use of the TFCU services, or the transactions on the account in violation of these Terms or Applicable Laws.

As part of account opening, we will ask you to sign an account agreement (and/or provide a sample signature for verification purposes and/or other proof of acceptance and verification). You agree to these Terms (as may be modified, amended, or updated from time to time) and your use of or any continued use of the account, services, or products offered by the Credit Union demonstrates your acceptance to these Terms, regardless of any modification, change, update, or amendment. You will receive, have access to, or may request a separate Fee Schedule, which may change or be updated from time to time by the Credit Union. The Fee Schedule discloses the fees, charges, and costs for certain products and services offered by the Credit Union. If you have any questions regarding these Terms, the Fee Schedule, Credit Union rates, or any other documentation, disclosures, or agreements we present to you as applicable to your accounts, products, or services, or want to request a copy of the current information, please contact us (i) at Tinker Federal Credit Union, Attention: Member Service Center - Operations, P.O. Box 45750, Tinker AFB, Oklahoma 73145, (ii) by email at memberservices@tinkerfcu.org, (iii) by calling our Member Service Center at (405) 732-0324 or 1-800-456-4828, or (iv) by visiting a TFCU branch location and communicate your question or request in detail so that we may best assist you.

These Terms are subject to Applicable Laws (*as defined above*), including, but not limited to, the operating letters of the Federal Reserve Bank(s), the National Credit Union Administration (“NCUA”), payment processing system rules of the National Automated Clearing House Association (“NACHA”) (except to the extent that these Terms can and may vary from such rules, guidelines, or laws), and applicable consumer rights and privacy laws, rules, and regulations, which the Credit Union is required to comply (collectively included in Applicable Laws). Since the body of state and federal law that governs our relationship with you is too large and complex to be reproduced here, the foregoing sentence is only a sampling

of applicable rules, regulations, statutes, guidelines, and laws, which are collectively referred to in these Terms as Applicable Laws and the intent under these Terms is to:

- (1) Summarize a few of the laws, regulations, statutes, and rules that apply to common transactions;
- (2) Establish rules to cover transactions on account(s) or events, which Applicable Laws do not or may not regulate;
- (3) Communicate guidelines and rules for certain account transactions or events, which Applicable Laws may regulate, but permit financial institutions to vary by agreement; and
- (4) Provide you with the terms of your account and applicable disclosures.

If any provision of these Terms are found to be unenforceable, all of the remaining terms, provisions, and conditions continue in full force and effect without modification. We may permit or authorize select variations, exemptions, or waivers from our standard Terms and agreement, but we must agree to any such variation in writing or document such on our system and such will be in our sole discretion. Nothing in these Terms is intended to vary our duty to act in good faith and with ordinary care as required by Applicable Law.

BYLAWS - The Credit Union bylaws, which may be amended or modified from time to time, establish the basic rules about our Credit Union, its membership, and operations, which affect your account and membership. You may obtain a copy of the bylaws upon request. Our right to require you to give us notice of your intention to withdraw funds from your account is described in the bylaws. Dividends are based on current and available earnings of the Credit Union after providing for required or federally mandated and legally obligated reserves and withholdings.

YOUR LIABILITY - Each of you (as listed and/or authorized on the account(s)) agrees for yourself (and the person(s), organization, or association you represent) to these Terms and the applicable disclosures, schedules, terms, statements, policies, and agreements provided by the Credit Union, which govern your account, products, and services. You authorize us to withhold and/or set-off amounts from any of your account(s), which are due to the Credit Union and authorize us to deduct applicable fees and charges, with or without notice to you, directly from the account(s) as accrued and owed. You agree to pay and be responsible for any additional reasonable charges for services you may request or receive from time to time, which are not covered by these Terms. You are responsible for all fees and charges that may be assessed or charged by third parties in connection with your use of our products and services. Each account owner and account user agrees to be jointly and severally (i.e., individually) liable for any and all account shortages resulting from transaction presentments, fees, charges, expenses, not enough funds, or overdrafts, whether caused by you, transactions on your account, or another with access to your account(s). This liability is due immediately and can be deducted directly from any of your TFCU accounts. You have no right to defer payment or your obligation of this liability, and you are responsible and remain liable at all times, regardless of whether you signed the item or benefited from the charge, expense, fee, shortage, transaction, or overdraft. You will be liable for any costs and expenses, including reasonable attorneys' fees and court costs, to the extent permitted by Applicable Law, whether incurred as a result of collection or in any other dispute involving your account(s), loan, or other product or service.

CREDIT UNION LIABILITY - If we do not properly complete a transaction according to these Terms or other applicable terms, schedules, conditions, or disclosures communicated or available to you, then we will be liable for your actual losses or damages, provided that our liability will not exceed the amount of the transaction presented for payment, except as otherwise provided by Applicable Law. We will not be liable to you, the association or organization you represent, anyone else on the account, or otherwise, if: (1) the account does not contain enough money in the account for the transaction, as determined by us and our practices; (2) circumstances beyond our control exists, which prevents the transaction from processing, posting, or settling (i.e., third party processors, communication interruptions, or other processing delay); (3) your loss is caused by your, another user's, or another financial institution's negligence, error, or mishandling of the items or funds; and/or (4) the account funds are subject to any legal process, hold, proceeding, or other claim. In no event, shall we be liable to you or anyone else for any special, punitive, indirect, incidental, lost revenue, lost opportunity, or consequential damages, assessments, or demands, regardless of the cause of action, claim, proceeding, or allegation. Our liability applies only to events, which are proximately caused by our wrongful dishonor of the transaction presented. We will exercise ordinary care in processing, posting, and settlement of transactions on your account and in accordance with these Terms, our disclosures, and Applicable Laws. It is your responsibility to regularly review and monitor all of your transactions presented, posted, and settled to your account, including all transactions, deposits, and withdrawals on your account and verify the accuracy of such transactions, deposits, and withdrawals in a timely manner. You should verify the accuracy of your deposit receipts, transfer, withdraws, and payment transactions to make certain the transaction presented for processing (including, but not limited to withdraws, payments, checks, electronic transactions, debit card transactions, card transactions, and other actions on your account) and ensure that such transactions and activity on your account is processed, posted, and settled correctly for the amount presented and/or that deposits are credited to the proper account as directed by you or someone authorized on your account. If you fail to advise us of any error, the transaction and/or deposit will be deemed to have been correctly processed, posted, and settled on the account and/or deposited in the account, as directed and it will be deemed that we exercised ordinary care in processing, posting, and settling the transaction and/or making the deposit on your account. If you do not notify us in a timely manner, we will not have any responsibility or liability to you or anyone else should you determine later the transaction or deposit in your opinion was

not processed, posted, or settled correctly or the deposit was not made into the proper account. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account, and these Terms. We have no obligation to verify the accuracy or legitimacy of transactions, deposits, withdrawals, transfers, or amounts. These Terms are controlling over any conflicts that may arise with respect to your accounts with us.

DEPOSITS AND COLLECTION ITEMS - As part of accepting your deposit, we may require your account number or other identifying personal or account information to be placed on the instrument, check, draft, or other negotiable document (collectively "item") that we accept for deposit. We may give only provisional credit until collection of the funds is settled and final for any items we accept for deposit (including items drawn "on us"). (See "Your Ability to Withdraw Funds" disclosure for more information on the availability of your deposits.) Settlement of any item becomes final when we post, process, and settle without dispute, regardless of the form of indorsement or lack of indorsement on the item and even though we may have provided you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, falsified, fraudulent, or returned and we shall have no liability for the negligence of others or for any loss in transit of any item. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. If final payment is not received or an item is later returned (due to fraud, missing or incorrect indorsement, encoding error, failure to settle, dispute, or other issue), we may place a hold on the amount and chargeback to your account the amount of such item(s), ACH transfer(s), cashed item(s), or any item(s) deposited, and impose a return item charge on your account. Any collection fees (including, but not limited to legal costs or fees) we incur may also be charged to your account. We reserve the right to refuse or return any item or funds transfer. We are not responsible for any transactions or funds received electronically, by mail, digitally, or from an outside depository, until we receive and actually record (or settle) them. We will treat and record all transactions received or presented at the time of presentment as part of our applicable processing on a business day we are open for business, and if received (or presented) on a day we are not open for business, the next business day that we are open for business. Original items will not be returned. We reserve the right to chargeback (reverse the amount of the deposit) to your account the amount of any item deposited to your account or cashed for you, which was initially approved or paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit, or other problem which in our judgment justifies reversal of credit. We have no obligation to (i) verify or authenticate the accuracy or correctness of any deposit made into your account, or (ii) hold any funds until final verification or settlement or otherwise. We reserve the right to reject deposits that appear suspicious or fail to meet the requirements of these Terms, including indorsement requirements. If any item is returned to us for any reason or at any time, you authorize us to charge that item back to your account and refund the amount of the item to the payor financial institution and you waive any requirement that we give you notice of the return. In the case of a deposit made electronically or digitally into your account, the item must contain the required indorsement pursuant to Applicable Law, these Terms, and our disclosures. If we receive a request by an originating financial institution to cancel, amend, or recall the deposit for any reason or at any time, you authorize us to charge the amount of that deposit back to your account and refund the amount of the deposit to the originating financial institution. We reserve the right to pursue our rights of set-off and/or collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any deadline limits. At our option, we may take any item presented for collection or off-set purposes, rather than for deposit if you owe a debt. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we receive for credit or collection to your account, unless required by federal Regulation CC or other law. If we accept a third-party check for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or physically indorse in our presence, at our option and in our discretion.

REMOTE DEPOSIT - TFCU account owners (both primary and joint owners) may make deposits of checks or on-us share drafts to their account using TFCU's applicable remote (mobile) deposit service. TFCU provides an online banking platform and system for your convenience. Deposits can be made to share/savings/checking accounts in accordance with these Terms and the additional terms and conditions that go along with the mobile, online, and remote deposit service terms, conditions, disclosures, and agreement. You must have and be enrolled in the mobile banking app or online services on a capable device with Internet access and photographic capability in order to make a remote deposit, and you must accept the applicable separate terms, conditions, disclosures, and agreement for mobile / online services. Once you have selected to receive the mobile / online services and accepted the applicable terms and disclosures, you can then make deposits using the service(s). You must include the required indorsement for the item (i.e., any remote deposit identifier) to be accepted on deposit to your account. You may receive full or partial credit for the deposits after submitting the deposit online pursuant to our applicable disclosures and practices. If there is any partial availability of the funds made, then the remaining funds will be placed on hold, until the item clears and the funds have been verified and settled. At the time of your mobile or online deposit, you will be alerted as to the funds being immediately available to you and/or that the deposited funds may be placed on a temporary hold. We may, in our sole discretion, make all or part of the funds immediately available for use without incurring any liability to you or any third party, subject to our rights under these Terms.

WITHDRAWALS - Unless clearly indicated and instructed otherwise at the account opening or within the account records held at TFCU, any account owners or authorized users or signers, acting alone or otherwise, who signed to open the

account or who is granted authority on the account on behalf of an account owner or authorized under Applicable Law, may transact and make withdrawals on the account. All account owners and persons authorized by the account owners or by Applicable Law to transact on the account, acting independently, jointly, or upon consent, may withdraw, transfer, or remove all or any part of the account balance and funds in the account at any time without limitation or liability to the Credit Union. Until the Credit Union receives written notice to the contrary, any person authorized to transact on the account, granted access to the account funds, or otherwise authorized by you or Applicable Law, may indorse any item payable to you or any other account owner and based on the request and instructions may deposit, transfer, withdraw, or authorize any other transaction to the account and we may rely on the authority and instructions presented. We recommend that you take necessary security and protective precautions for any large cash withdrawals; we may ask you to sign a confirmation of receipt for certain large cash withdrawals. You are responsible for monitoring and verifying all withdrawals on your account and promptly communicating any disputes to us or others regarding the transaction. Our bylaws further describe our rights to require you to give us notice of your intention to withdraw funds from your account.

CHECKS AND WITHDRAWAL RULES - If you do not purchase your checks from us, you must be certain that we approve the check blanks you purchase to ensure that we can process them. We may refuse any withdrawal or transfer request, which you attempt on check forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request, which is greater in number than the frequency permitted by our disclosures and/or in accordance with Applicable Law, or which is for an amount greater or less than any withdrawal or transfer limitations, including but not limited to when there are not enough available funds in your account to cover or pay transactions. We may place certain restrictions, limitations, or a hold on the account, if you exceed limitations on the account pursuant to these Terms and applicable disclosures, fail to pay amounts owed to us, fraud has occurred on the account, and/or until your identity is verified or re-verified, as applicable. Even if we honor a nonconforming request, we are not required to do so at any later time or in any similar circumstance. If you violate any transaction limitations, in our discretion, we may restrict, convert, limit, and/or close your account or discontinue certain services, based on applicable limitations or disclosures, and/or reclassify your account. If we reclassify your account to a transactional account or otherwise, your account may be subject to applicable and additional fees and earning rules of the new account classification. You will be responsible for any fees, costs, or expenses as a result of the transactions on your account or any re-classification of your account. If we are presented with an item drawn against your account that would be or is considered a "substitute check," as defined by Applicable Law and these Terms, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item. For purposes of clarification, a "substitute check" is an electronic image or replacement document of the front and back of an original physical check, which is considered a negotiable item for purposes of transacting on your account. You agree that we may honor all substitute checks presented for transacting on your account, without liability to us, if we exercise ordinary care in the handling and processing of such substitute check and you will be responsible for any fees associated with such presentments.

You should refer to our funds availability disclosures and/or ask a Credit Union service representative for information on when funds deposited will be available for withdrawal or transfer. An item may be returned after the funds from the deposit of that item are made available for withdrawal or transfer (regardless of whether all or part of the funds were made available). In the situation in the foregoing sentence, we will reverse the credit of the item in accordance with these Terms. We may determine the amount of the funds available to you in your account for the purpose of deciding whether to return an item for insufficient funds (i.e., not enough available funds) at any time between the time we receive the item (i.e., when the item is first presented to us) and when we return the item or send a notice of return in lieu of the item return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are enough funds for withdrawal or transfer. We may refuse to allow withdrawals or transfers in some situations. For example, withdrawals or transfers may be restricted if: (1) a dispute between the account owners or authorized persons on the account arises (unless a court has issued a court order to allow us to honor the withdrawal and/or transfer); (2) a legal garnishment, levy, attachment, hold, or other legal action is served upon us to which we are required to comply; (3) the account secures an obligation or debt owed to us; (4) required documentation, verification, or information has not been presented; (5) you fail to repay a loan or other debt obligation to us on time and when due or are considered in default on any loan or other payment owed to the Credit Union, to which we may exercise our right to set-off from your account and other rights available to us under Applicable Law and these Terms or other agreements; or (6) as otherwise provided by Applicable Law. We may restrict transactions, withdrawals, or transfers at credit union service centers (i.e., shared branching centers – CO-OP Shared Branches), during the first thirty (30) days (or other designated period we may communicate to you) that your account is open and at any and all other times we deem appropriate or necessary.

MULTIPLE SIGNATURES, ELECTRONIC CHECK CONVERSION, AND SIMILAR TRANSACTIONS – An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfer Act. In these types of transactions, the check, substitute check, or similar item is either removed from circulation (truncated) or given back to you. As a result, the Credit Union has no opportunity to review the check to examine the authenticity of the item or the signatures on the item. You agree that, as to these or any items as to which we have no opportunity to review or examine, you waive any requirement of multiple signatures and that

we shall not be liable for processing, posting, or settling any such items, regardless of any instructions on the item or the account. Our ability to identify or recall certain information related to electronic check conversions may be limited.

TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These Terms apply to your account and all persons named and/or authorized on your account, such as joint owners, authorized signers, authorized users, beneficiaries (to the extent their rights apply), or otherwise, regardless of the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts without any liability to us. We make no representations or warranties as to the appropriateness or effect of the ownership and beneficiary designations, except as the account ownership determines to whom we pay the account funds and who may transact on the account. At our discretion and pursuant to our practices and Applicable Law, we may request identification, verification, and contact information of any and all persons related to or listed in connection with your account, including beneficiaries.

INDIVIDUAL ACCOUNT - An individual account is owned by one person who meets the eligibility requirements for Credit Union membership. Individual accounts will be set up in accordance with the reasonably acceptable instructions of the individual primary member and as allowed by Applicable Law, these Terms, and Credit Union policies. Only the individual primary member named on the applicable account is authorized to transact or provide instructions on the account, unless a court order or other legally sufficient documentation is validly provided and accepted in the Credit Union's sole determination.

JOINT ACCOUNT WITH RIGHTS OF SURVIVORSHIP - A joint account is owned by two or more persons with the primary owner of the account being a person who meets the eligibility requirements for Credit Union membership. A joint account is set up with rights of survivorship to the surviving joint owner(s). This means when one owner dies all sums in the account will pass to the surviving owner(s). The surviving owner's interest is subject to the Credit Union's statutory lien and rights of set-off for the deceased owner's obligations and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it. If two or more of the owners survive, each will own the balance in the account as joint owners of the account with rights of survivorship. Upon the passing of the primary member and primary account holder (owner), if the surviving joint owners want to retain and maintain the account at the Credit Union, then the joint owners must agree for one of the surviving joint owners to be designated as the new primary member and account owner, subject to meeting the eligibility requirements of the Credit Union for membership. Any joint owner is authorized to instruct us independently of the other, regarding transactions and other account matters (with some limitations as provided in these Terms and our disclosures), and to independently transact business on the account, including the withdrawal or transfer of funds without the consent or knowledge of the other joint owners. By following the instructions of one account owner or authorized person on the account, the Credit Union shall have no liability to any of the other joint owners or authorized persons on the account. Notwithstanding this section, the Credit Union has the right (but not the obligation) to verify with the primary member named on the account any instructions provided and applicable legal rights and actions taken by any joint account owner(s) in accordance with these Terms (see the "Primary Member" section of these Terms for more information).

PAYABLE-ON-DEATH ACCOUNT (POD) - A payable on death ("POD") account designation is an instruction to us from the primary account owner to designate a POD beneficiary upon the death of the last listed account owner. The POD designation means that all account funds belong to and remain the ownership of the account owner(s) during their lifetimes and when the last account owner dies, the funds in the account are payable to any named POD beneficiary(ies) in accordance with the account instructions and Applicable Law. Prior to the death of the owner(s) of the account, the POD beneficiaries shall have no right to or interest in the account and shall not be authorized to obtain information on the account, transact on the account, to withdraw or transfer any funds from the account, or to sign any drafts or items on the account.

Any account owner designating POD beneficiaries will be asked to provide the name, contact mailing address, date of birth, phone number, other contact information (including other contact numbers and email address), and social security number for each POD beneficiary designated. Failure to provide such information may delay distribution to POD beneficiaries and if the Credit Union does not have up-to-date contact information for the designated POD beneficiaries upon death of the last account owner, then the Credit Union is not liable for any failure to distribute funds to POD

beneficiaries and may follow Applicable Law in closing the account for unclaimed funds. All account owners will be deemed to agree upon the designation of named POD beneficiaries.

The authorized member(s) creating a POD account type reserves the right to: (1) change the designated POD beneficiaries, (2) change account types, and (3) withdraw all or part of the deposit at any time, subject to these Terms, Applicable Law, and Credit Union disclosures and practices. Distribution to the applicable named account POD beneficiaries may be made by the Credit Union (upon POD verification and at the same or different times) without liability to other POD beneficiaries, provided the Credit Union makes the distribution in accordance with the account designation, these Terms, and Applicable Law. A beneficiary does not have the authority to request to keep funds otherwise distributable to that beneficiary in the account of the deceased member. From time to time, the Credit Union may adopt procedures addressing the timing and processing of distributions due to POD beneficiaries. The Credit Union, in its discretion, may make a payment due to a minor in care of their parent or legal guardian, or request that the payment be made to an UTMA account or guardianship account.

In Oklahoma, funds in accounts designated as POD prior to January 1, 2008 will be distributed upon the death of an individual owner or upon the death of all joint owners to the POD beneficiaries named on the account by the account owner(s) as of the last date of death; however, if a POD beneficiary is not then living at the time of the last owner(s) death, then for POD beneficiary(ies) named prior to January 1, 2008, the account interest for the deceased POD beneficiary will lapse and the equal proportionate interest will go to the remaining living POD beneficiary(ies). If there is no surviving POD beneficiary (and no contingent POD beneficiary), the deceased POD beneficiary's share shall lapse, and the interest reverts to the last account owner's estate.

Funds in accounts designated as POD after January 1, 2008, will be distributed upon the death of an individual owner or upon the death of all joint owners, to the POD beneficiary(ies) named on the account by the account owner(s) as of the last date of death, in accordance with the provisions of Section 2025 of Title 6 of the Oklahoma Statutes. Additional information about the statutory provisions will be provided upon request.

In Oklahoma, in every case, the funds first will be set-off pursuant to these Terms, distributed to any secured party with a valid security interest in the account and subject to the account owner's debts, and, if any funds remain after such secured interest or debt payment distribution, the remaining funds will be distributed according to these Terms and Applicable Law.

In Texas, in every case, the funds first will be set-off pursuant and subject to the account owner's debts pursuant to these Terms and Applicable Law. and, if any funds remain after such secured interest or debt payment distribution, the remaining funds will be distributed according to these Terms and Applicable Law.

ACCOUNTS FOR MINORS - For any account established in the name of a minor, we may require a non-minor joint account owner on the account, who has reached the age of majority under Applicable Laws and who shall be jointly and severally liable to us for any returned items, overdrafts, withdrawals, transfers, transactions, payments, debts, or unpaid charges or amounts on such account made by any owner (including the minor) on the account. Subject to Applicable Law, we may accept funds from and pay funds directly to the minor without regard to his or her minority. Unless a guardian or parent is a named joint owner on the account, the guardian or parent shall not have any account access rights. We have no duty to monitor the account or inquire about the use or purpose of any transaction on any account established in the name of a minor. Minor accounts and the funds held in such minor accounts will be subject to any legal action taken by any other party against the minor or against any other person named on the account, including the guardian or parent and we reserve all rights granted under these Terms and Applicable Law. The Credit Union may limit or restrict certain products or services (including online services) from minors at the Credit Union's discretion.

UTMA ACCOUNTS - Under the Uniform Transfers to Minors Act (UTMA), the funds are owned by the minor named with the UTMA account and the UTMA account funds are reserved until the minor reaches the age of majority or as otherwise provided when the account is set up pursuant to Applicable Law or court order. The UTMA account information and funds may be accessed only by the custodian (or court appointed guardian). The Credit Union shall have no duty, obligation, or agreement whatsoever to monitor or ensure that the acts of the custodian (or appointed guardian) are for the minor's benefit.

The Credit Union shall have no responsibility to monitor the minor's age or the eligibility requirements for an UTMA account, even though our records may include the minor's date of birth. It is the custodian's responsibility to properly distribute the funds in the UTMA account, upon the minor's death or attainment of the age of majority, in accordance with applicable instructions and Applicable Law. If the custodian (or appointed guardian) dies or changes and we receive notification of such, we may suspend the UTMA account funds and place a hold on the UTMA account until we receive written instructions from any person authorized by Applicable Law to withdraw or transfer funds (i.e., successor custodian or appointed guardian), or a court order authorizing a transfer and/or withdrawal. For UTMA accounts, the minor's social security number (or tax identification number) is used for the IRS mandated backup withholding certification and reporting.

In Texas, UNIFORM SINGLE-PARTY OR MULTIPLE-PARTY ACCOUNT SELECTION FORM NOTICE - The type of account you select may determine how property passes on your death. Your will may not control the disposition of funds held in some of the following accounts. You may choose to designate one or more convenience signers on an account,

even if the account is not a convenience account. A designated convenience signer may make transactions on your behalf during your lifetime, but does not own the account during your lifetime. The designated convenience signer owns the account on your death only if the convenience signer is also designated as a P.O.D. payee or trust account beneficiary.

In Texas, SINGLE-PARTY ACCOUNT WITHOUT "P.O.D." (PAYABLE ON DEATH) DESIGNATION - The party to the account owns the account. On the death of the party, ownership of the account passes as a part of the party's estate under the party's will or by intestacy.

In Texas, SINGLE-PARTY ACCOUNT WITH "P.O.D." (PAYABLE ON DEATH) DESIGNATION - The party to the account owns the account. On the death of the party, ownership of the account passes to the P.O.D. beneficiaries of the account. The account is not a part of the party's estate.

In Texas, 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 financial institution may pay any sum in the account to a party at any time. On the death of a party, the party's ownership of the account passes as a part of the party's estate under the party's will or by intestacy.

In Texas, 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 financial institution may pay any sum in the account to a party at any time. On the death of a party, the party's ownership of the account passes to the surviving parties.

In Texas, MULTIPLE-PARTY ACCOUNT WITH RIGHT OF SURVIVORSHIP AND "P.O.D." (PAYABLE ON DEATH) DESIGNATION - The parties to the account own the account in proportion to the parties' net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of the last surviving party, the ownership of the account passes to the P.O.D. beneficiaries.

In Texas, CONVENIENCE ACCOUNT - The parties to the account own the account. One or more convenience signers to the account may make account transactions for a party. A convenience signer does not own the account. On the death of the last surviving party, ownership of the account passes as a part of the last surviving party's estate under the last surviving party's will or by intestacy. The financial institution may pay funds in the account to a convenience signer before the financial institution receives notice of the death of the last surviving party. The payment to a convenience signer does not affect the parties' ownership of the account.

In Texas, TRUST ACCOUNT - The parties named as trustees to the account own the account in proportion to the parties' net contributions to the account. A trustee may withdraw funds from the account. A beneficiary may not withdraw funds from the account before all trustees are deceased. On the death of the last surviving trustee, the ownership of the account passes to the beneficiary. The trust account is not a part of a trustee's estate and does not pass under the trustee's will or by intestacy, unless the trustee survives all of the beneficiaries and all other trustees.

COURT ORDERED ACCOUNTS - For court-ordered accounts, the court order is required to clearly direct us how the account should be set up and what limitations and restrictions, if any, are to be on the account, including, but not limited to, restricted access, transactions, withdrawals, or transfers. A certified or filed copy of the court order is required to be submitted to us for opening and administering the account in accordance with the written and clear instructions of the court order. If a court order is unclear as to account set-up, access, withdrawal rights or limitations, or other account information, the Credit Union may request and require additional clarification in its reasonable discretion. The Credit Union shall not be liable for following court-ordered instructions or for any transactions made on the account not specifically restricted by the court.

If the court order requires the Credit Union to set up a court-ordered minor account, the court-ordered account will be set up for the benefit of the minor and transactions on the account will be limited to the received court-ordered instructions. Disbursement of funds from the account are subject to the minor reaching the age of majority under Applicable Law and/or the court-ordered instructions.

ACCOUNT FOR A TRUST - To open a trust account at the Credit Union, you are required to submit a memorandum, certification or affidavit of trust, if available, and/or complete or provide other paperwork regarding the trust prior to opening the account, including but not limited to that which indicates the correct legal name of the trust, the date of establishment and effective date of the trust, the grantors, the trustees, the successor trustees, the names of the beneficiaries of the trust, and the taxpayer identification number to be used for the trust. The trustees and grantors will need to provide required identification for regulatory purposes and to qualify the applicable person(s) for membership with the Credit Union. We require a completed share account agreement and trust account authorization agreement for all trust accounts. We will establish accounts for trusts pursuant to the information contained in the agreements, authorizations, and/or other documentation received from the person setting up the account for the trust.

The funds in the trust account(s) belong to and are owned by the applicable trust and are managed by the designated trustee(s). Under no circumstances will we act as a trustee on the account for the trust. We have no obligation or responsibility, whatsoever, to the trust, trustee(s), grantor(s), beneficiaries, or any other persons for or regarding any action or omission of the Trustee(s) or with respect to any use of funds in the trust account(s).

The grantor(s) and trustee(s) agree to notify us in writing if a change of trustee occurs or for any other material changes

to the trust that affect the documentation and/or information provided. All co-trustees are required to have the authority to act independently of any other trustees for the benefit of the trust. The Credit Union may reject any account for a trust, when the trustee has not established their authority to act independently from any other trustees named for the trust. We may rely upon the directions of any trustee, until a written notice of a change in trustee or revocation of the revocable trust is received. An updated share account agreement is required for any change in trustee or the taxpayer identification number, and we may also request that a new trust account authorization agreement be completed.

Upon our request, you agree to provide additional information, verification, or documentation at any time on the trust, grantors, trustees, and beneficiaries of the trust, including but not limited to qualification for membership, authorization, powers, and trust changes. The Credit Union reserves the right to restrict or deny any transactions on trust accounts and request additional verification and information regarding the authority to make the transaction at any time. All grantors and trustees agree to indemnify and hold the Credit Union and its affiliates harmless from any liability, claim, damage, demand, cause of action, or loss arising out of any acts (authorized or unauthorized), of any trustee (including present, former, or successive trustees), and for any acts or omissions of any trustee (i.e., present, former, and successive trustees included), which the Credit Union relies upon, regardless of any later notice of revocation of the trust, change in trustee, or change in trust powers.

As determined under the Credit Union's policies, disclosures, and bylaws, the establishment of a minimum balance of a five dollar (\$5) membership share may be required by the qualified individual member(s). Grantors, trustees, and/or beneficiaries under accounts for a trust may be required to qualify for membership. Membership and share account requirements may be determined by account type. Voting privileges are granted to primary members. Not all trustees, grantors, or beneficiaries will have the same rights. Upon the death of the grantors of the trust, the Credit Union may restrict transactions on the trust until required information, verification, documentation, and identification is provided to the Credit Union for applicable trustees, successor trustees, and/or beneficiaries, in accordance with the Credit Union bylaws, these Terms and Applicable Law.

FIDUCIARY ACCOUNTS - Accounts may be opened by a person acting in a fiduciary capacity for another person, subject to membership eligibility and qualifications, and account requirements and these Terms. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another person. The Credit Union shall have no liability or any responsibility for the actions of a fiduciary, including the misuse, embezzlement, transfer, or withdrawal of funds from the account. This account may be opened and maintained by a person or persons named or appointed as a fiduciary, including but not limited to, a trustee (including for a Medicaid income pension trust), attorney-in-fact, representative payee, or other legal representative as evidenced under a written agreement or other written documentation, or as an executor, administrator, guardian or conservator under applicable court orders. We reserve the right to request and require documented evidence of the authority of the person or persons to act as fiduciary (or successor fiduciary), to verify that the person (or persons) opening or maintaining the account is the designated fiduciary, what their powers and authority are and in what capacity the fiduciary may act on the account, and what the provisions for succession are and any unusual provisions that impact the transactions and authority on the account.

The Credit Union is not acting in a fiduciary capacity and has no fiduciary duty in connection with any fiduciary account, appointment or court ordered process, nor does the Credit Union undertake any obligation to monitor or enforce the terms of any documentation pertaining to the fiduciary relationship or appointment. The Credit Union shall not be responsible or liable for any act of a trustee, agent, executor, administrator, or other representative on an account acting as a fiduciary, individually (or jointly).

The Credit Union may hold, restrict, or limit transactions on any fiduciary account, until all required information, verification, documentation, and identification is provided to the Credit Union as requested, and in accordance with the Credit Union bylaws, these Terms and Applicable Law.

ACCOUNTS FOR ORGANIZATIONS, ASSOCIATIONS AND SIMILAR GROUPS OF MEMBERS - No earnings in the form of interest, dividends, or credits will be paid on accounts for organizations, associations, clubs and similar groups (Organizational Accounts). To open an Organizational Account, you represent and warrant to us that you have all required authority to open and conduct business and transact on the named Organizational Account. We may require the governing body of the organization opening the account to give us a separate written authorization identifying and verifying for us who is authorized to act on the organization's behalf. We will honor the written authorization, until we actually receive written notice of a change from the governing body of the organization and have sufficient time (at least two (2) business days) to process the request and notice. All members of the organization must qualify for membership or be members of the Credit Union, and all the signers on the account must be eligible or qualify for membership of the Credit Union. The organization and authorized owners, users, and signers of the Organizational Account represent and warrant to us that they are authorized to enter into these Terms and other applicable agreements, terms, and disclosures with the Credit Union for purposes of opening the account and transacting on the account. Organizational Accounts shall be considered as non-business/non-commercial accounts.

BUSINESS ACCOUNTS - The Credit Union may require owners of business accounts to accept and agree to additional terms and conditions in addition to or instead of these Terms. The Credit Union requires that all beneficial owners (as

defined by Applicable Law) clearly identify themselves in accordance with these Terms, other applicable terms and conditions, and Applicable Law. Business accounts and their account owners and authorized signers are required to qualify and be eligible for membership in accordance with the Credit Union's bylaws and terms and conditions, which will be provided and/or communicated at the time of account opening or upon request.

SPECIAL ACCOUNT INSTRUCTIONS - You may request that we facilitate certain special account arrangements; however, any such special account arrangements is within the sole discretion of the Credit Union. The Credit Union cannot give legal advice and is unable to counsel you as to which account arrangement most appropriately meets the specific requirements of your needs (including any organization, trust, estate, court order, or any other specialized or fiduciary account). We may offer suggestions, but it should not be considered as legal or financial advice and you should consult with your own legal counsel and/or accountant for any questions on which account and services best meet your needs and requirements. We reserve the right at any time to reject and refuse to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, demands, causes of actions, costs, penalties, or damages, whether directly or indirectly (collectively "**Claims**"). In the event we follow your instructions, you agree to indemnify and hold the Credit Union (including its affiliates, divisions, service organizations, and partnered third parties) harmless from and against any and all Claims, and we may require you to post a bond or provide guarantees or other requested protection for the Credit Union's benefit in order for us to follow such instructions. Any account changes requested by you, or any account owner, such as adding or closing an account or service, must be evidenced in writing and accepted by us. Any change in ownership on an account requires these Terms to be reaffirmed, accepted, or signed by all of the identified owners of the account.

PRIMARY MEMBER - The primary member is the member whose name appears first on the account documentation and whose signature appears first on the account signature card and agreement. The primary member is the person whose employment, organizational affiliation, or familial status qualifies him/her for membership with TFCU. Only the primary member may add or remove other joint owners on his/her account and raise disputes in connection with the account. The primary owner may remove a joint owner or authorized signer from an account with or without notice to the joint owner or authorized signer at any time, subject to Applicable Law and Credit Union requirements, disclosures, and these Terms. The Credit Union may deny a request to add or remove a joint owner if there is a legal action, hold, or other proceeding pending on the account or involving the account. The primary owner shall be fully liable and responsible for all actions and consequences of their request for changes to the account. Any removal of a joint owner shall not affect transactions, pending or otherwise, made on the account prior to any such removal of a joint owner. In addition, only the primary member will have voting privileges as described in our bylaws. If the primary member deceases, the remaining joint owner(s) of the account must be a member or qualify for membership independently in order to maintain the account with the Credit Union. Only primary members of the Credit Union are entitled to vote on or participate in matters of the Credit Union. The primary member, joint owners, and authorized representatives designated on the account are responsible for monitoring and reviewing all transactions on the account, including all transactions made by any authorized persons or representatives (including any power of attorney of an account owner) and for promptly notifying the Credit Union of any questionable transactions or activity on the account.

In Oklahoma, AUTHORIZED SIGNER - We may allow, from time to time, at our discretion, the designation of one or more authorized signers on an account. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by depositing or withdrawing funds from the account. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf. The authorized signer's authority to transact and make changes to the account may be limited at the Credit Union's discretion.

The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

AGENCY DESIGNATION ON AN ACCOUNT - An agency designation on an account is an instruction to us from the primary member, that the account owner authorizes another person to make transactions as agent on the accounts designated, e.g., authorized signer on the account, power of attorney over the account (see applicable sections of these Terms for additional information). An agent has no ownership or membership interest in the account(s) and does not have any Credit Union voting rights. The agent may take such actions regarding the account, including withdrawals, transfers, closing the account, deposits to the account, signing and indorsing items, and other transactions and acts the agent may be granted by the Credit Union or the primary owner of the account in writing and per instruction to and acceptance by the Credit Union.

All actions and transactions on the account made by the agent shall be considered as authorized by the owner(s) of the account and the Credit Union shall have no liability whatsoever for the acts or omissions by an agent on any account. If the owner of the account suspects any unauthorized activity on the account by the agent, the account owner must notify

us promptly and instruct the Credit Union on limiting or halting the agent's actions and/or authority, provided that the Credit Union must be given sufficient time to process the request (not less than two (2) business days). The Credit Union may request all instructions in writing and the owner agrees to comply with such request; failure to provide requests or instructions in writing may delay the instruction implementation. The member is responsible for monitoring and reviewing all transactions on his/her accounts, including all transactions made by an agent. The primary member is fully liable for the appointment, acts, and omissions of any agent (including any power of attorney, authorized signer or other authorization under Applicable Law).

POWER OF ATTORNEY - You may wish to appoint an attorney in fact or agent to take certain actions and conduct transactions on your behalf. This agent authorization may be accomplished by you authorizing, in writing, certain authority granted to your attorney in fact or agent (Agent), through a legally valid power of attorney. The document setting forth the powers of your agent must be signed by you and acknowledged before a notary, and otherwise be in compliance with Applicable Law. The Credit Union may reasonably rely on the presented power of attorney signed by you as evidence of your agent authorization and we may rely on such power of attorney or other authority you grant to your Agent, until we receive actual notice of revocation of such authority in writing and are given a reasonable amount of time to process the revocation. Our acceptance of a power of attorney does not limit or terminate any rights, responsibilities or obligations you have regarding your account, and does not limit our right to communicate with you regarding your account.

Notwithstanding the immediately above sentences, we have no duty, obligation, or agreement whatsoever to monitor or ensure that the acts of the agent are for your benefit. All powers of attorney will be subject to our review, and we may refuse to honor any power of attorney or other document executed by you that does not comply with Applicable Law, these Terms and our policies. Further, we reserve the right to reject a power of attorney at any time, regardless of any prior acceptance. We may further limit or restrict certain actions of an Agent pursuant to the provisions of the Power of Attorney, Applicable Law, these Terms, and our policies. We may require the attorney in fact or agent to complete or provide additional documentation as requested.

Upon our acceptance of an Agent authority designation, we may continue to honor any and all transactions of the Agent and all transactions will be deemed valid as though authorized by you until: (a) we have received written notice and have actual knowledge of the termination of the Agent's authority or the death of an owner (with a copy of the death certificate, if so requested), and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of following instructions given by an agent or actions taken by the agent acting under a power of attorney signed by you and presented for us for use on your account.

DEATH OR INCOMPETENCE - You agree to promptly notify us if any person with a right to transact on your account or otherwise transfer and/or withdraw funds from your account(s) dies or is adjudicated and/or determined to be incompetent or incapacitated to transact transactions on the account. We may continue to honor all checks, items, transactions, and instructions on an account until: (a) we are provided written notice of the death or adjudication of incompetence or incapacity of a person on the account, and (b) we have had a reasonable opportunity to act on and verify the actual knowledge received. You agree that even after receipt of notice of death, incompetence, or incapacity, we may pay, process, or certify checks and items drawn on or before the date of death or adjudication of incompetence or incapacity for up to ten (10) business days after actual notice of such death or adjudication of incompetence or capacity, or such longer period as may be provided by Applicable Law, unless ordered to stop payment by someone claiming and having a valid and legal interest in the account. At our discretion, we may also freeze, refuse, hold, and/or reverse deposits and transactions and take other appropriate actions, when we become aware of the death, incompetence, or incapacity of an owner, joint owner, or an authorized agent without liability to you or any third party, until we receive the requested information and updates on the account. Decedent account funds will be payable and distributed in accordance with these Terms and Applicable Law. A beneficiary or a joint owner do not have the authority to request to keep funds otherwise distributable to them in the account of the deceased member. From time to time, the Credit Union may adopt procedures addressing the timing and processing of distributions to POD beneficiaries and account changes for joint owners.

In Oklahoma, STOP PAYMENTS - This section covers stopping payment of items, such as checks, drafts, and other items for payment, including any non-recurring single or recurring transaction automated clearing house ("ACH") payments. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, official checks, cashier checks, teller checks, or otherwise may be established by Applicable Law or by our disclosures and agreements, which have been made available to you or which you may request. Fees for stop payments can be reviewed on our Fee Schedule.

Subject to Applicable Law and the limitations in these Terms, we may accept a request to stop payment on any item or draft from any owner on the account, regardless of signature or initiating party; however, we may require you to authorize your request in writing at any time. For any stop-payment order, you must request such in the manner required by these Terms, our procedures, disclosures, and Applicable Law and with enough notice for us to process the request (generally three (3) business days). Stop payments cannot be fulfilled when the item (or draft) has already processed, settled, and/or paid. Stop payments may not be fulfilled on items which may not be reversed (i.e., wires) or which are considered guaranteed funds (i.e., official checks), except as allowed by Applicable Law and after meeting certain conditions. We must

receive the stop payment request in time to give us a reasonable opportunity to act on it before our stop payment cutoff time or as provided by Applicable Law. When you make your stop-payment request, we will tell you what information is required to process the stop payment, which shall include at a minimum, the payee name, the date of the item, the amount of the item, the item number (if applicable), the reason for the stop payment, and other information we require. This information must be exact since stop-payment requests are handled electronically through automated systems. If your information is not exact, or you give us incorrect or incomplete information, your request will not be effective, and we shall not be responsible for any failure to stop payment. If the stop-payment request is not received in time for us to act upon the order, our liability to you and other parties may be limited. If we re-credit your account after making a payment over a valid and timely stop-payment order, you agree, upon any request, to provide a signed statement describing the dispute with the payee, to assign to us, and transfer to us all of your rights against the payee, or other holders of the item or draft, and to assist us in any dispute process or legal action. You remain liable for the payment of any valid transactions that you initiated or are paid or found to be due and owing by you or on your account. Stop payments on certain checks and other items are effective for six (6) months from the date of the initial request, unless otherwise designated or stated herein. We may request stop payment orders in writing at any time. If you fail to provide us a written statement for the stop payment in the allotted time, then the stop payment may not be honored. Generally, (except for certain consumer recurring ACH stop payments), your stop payment request will lapse six (6) months from the prior request date, unless you effectively renew your stop payment request with us prior to the end of the six-month period; such stop payment request will continue for another six (6) month period upon renewal and we may ask you to put your renewal request in writing to be effective. For a consumer ACH item (draft), stop payments may be a one-time (non-recurring) single request or a recurring stop payment request. If you make a one-time ACH stop payment request, we will attempt to stop payment on the item once when presented and then the stop payment will expire. For a consumer recurring ACH stop payment request, we will attempt to continue to stop payment on the recurring ACH item (draft) when presented or represented, provided you have provided accurate information and the ACH item is not presented or represented in a different manner which we can no longer identify as the item for which a stop payment request is pending until you provide us with written notice to revoke the stop payment request. Consumer recurring ACH items with a stop payment request do not expire and are not subject to the six-month renewal requirement; such consumer recurring ACH items previously authorized by you are considered revoked upon your stop payment request and you make a revocation of authority for the debt as part of the stop payment request. (Please note: non-consumer (business accounts) stop payment requests (including recurring ACH stop payments) are limited to a six (6) month stop payment request and must be renewed to remain effective.)

We are not obligated to notify you when a stop-payment request and/or order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order. If you fail to renew a stop-payment and the item subject to the stop payment is re-presented and is paid from your account, we have no liability for such payment. Although payment of an item may be stopped, you remain liable on items drawn on your account, regardless of whether a stop-payment request is submitted and regardless of whether you are the holder of the item. If you request a stop payment (orally or in writing) on an item, you must give us at least three (3) business days' prior notice of the scheduled transfer date for any stop payments for preauthorized transfers on account to allow the Credit Union time to place a stop payment. If you request the stop payment orally, we may request it be in writing up to fourteen (14) days following the stop payment request. You agree that you may incur liability, damages, or expenses because of the stop payment orders. As part of the stop payment, you assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment request. For a stop-payment to be effective, the item must not have been presented and cleared and your request must be received in a prompt manner with accurate information in time for us to take action pursuant to these Terms and Applicable Law. Additional limitations on our obligation to stop payment are subject to and provided by Applicable Law (e.g., if the item was paid for in cash, the item is certified / official as guaranteed funds, or as otherwise limited by Applicable Law, then no stop payment can be applied).

In Texas, STOP PAYMENTS - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law; it must be made in a dated, authenticated record that describes the item with certainty. (Generally, a "record" is information that is stored in such a way that it can be retrieved and can be heard or read and understood – you can ask us what type of stop-payment records you can give us.) We must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because the most effective way for us to execute a stop-payment order is by using an automated process, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not. Your stop-payment order is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the

six-month period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

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

STOP PAYMENT LIMITATIONS - Stop payment requests should not be used to dispute an electronic transaction. You may not stop payment on any official check, certified check, teller check, cashier's check, or any other check, item, draft, wire, order, or payment issued or guaranteed by us or another party. If you suspect fraud on any official check, certified check, teller check, cashier's check, or any other guaranteed check, item, draft, wire, or payment, or such has been lost, destroyed, or stolen prior to presentment to another party and meets the Applicable Law requirements (as determined by us), you should contact us immediately to report the suspected fraud. ACH and other electronic item transactions may not be stopped if the item or transaction has already processed or is presented (or re-presented) differently than the information provided by the stop payment request instructions to us. Just because you notify us, we may not be able to issue a stop payment. You may contact us (i) at Tinker Federal Credit Union, Attention: Member Service Center-Operations, P.O. Box 45750, Tinker AFB, Oklahoma 73145, (ii) by emailing us at memberservices@tinkerfcu.org, (iii) by calling our Member Service Center at (405) 732-0324 or 1-800-456-4828, or (iv) by visiting a TFCU branch location.

TELEPHONE TRANSFERS AND PAYMENTS - Telephone transfer requests occur when you instruct us over the telephone to transfer funds from one account to another account. Generally, telephone transfer of funds occurs between two accounts held by the Credit Union; however, we may offer services (subject to additional disclosures) that allow telephone transfers between one account with the Credit Union and another account held by a third party. Both accounts of the transfer must generally be held with us, unless we have specifically provided an available service to you, and you have accepted the terms of such service to make account transfers from accounts held with TFCU to another account held at another financial institution. Unless otherwise arranged or permitted, a telephone transfer may be made by the same person(s) and under the same conditions generally applicable to withdrawals and transfers made in writing. Unless a different limitation is disclosed in writing, we may restrict the number of withdrawals, transfers, and certain transactions from a share/savings account (including Command Fund and Premium Plus accounts, and other savings or money market accounts). For certain accounts, as regulated by Applicable Law and pursuant to these Terms, you may be restricted on the number of transfers and/or withdrawals you may make on your select accounts without incurring a fee or other imposed restrictions.

AMENDMENTS AND TERMINATION OF MEMBERSHIP - We may change any terms, conditions, or provisions of these Terms and our disclosures at any time upon notice, alert, or posting on our website, online services portal, or by written notice to you as outlined in these Terms or applicable other terms or disclosures. For the various services and products made available to you through the Credit Union, other agreements, terms, policies, disclosures, and rules may apply, which govern use and changes, and which may be made separately available to you, including but not limited to terms and changes in interest rates, dividends, fees, services, products, terms of use, electronic consents, funds availability, truth-in-savings disclosures, or in another document, which we make available to you. We reserve the right to limit or restrict the services connected to your account (in whole or in part) or to close your account at any time, with or without notice to you, subject to Applicable Laws and our rights, if you (i) default on any monetary obligation to us, (ii) abuse your rights or any of the services we provide, (iii) engage in any illicit or illegal activity using your account or the money in your account, (iv) fail to follow our security requirements for the protection of you and others as part of our postings, policies, and procedures, or (v) provide false or misleading information to us. Items presented for payment after an account is restricted (or closed, if applicable), may be dishonored, limited, or otherwise restricted in accordance with the action we are authorized to take under these Terms. The Credit Union, its affiliates, divisions, service organization, and third-party providers shall have no liability to you or anyone else with respect to such dishonor, chargeback, or return or fees assessed for such dishonor, chargeback, or return, regardless of the number of times an item may be presented. When you convert or close your account, you are responsible for leaving enough money in the account to cover any outstanding items presented for payment from the account and applicable fees. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account restriction (or closure) becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we are authorized to immediately place a hold on the account, freeze funds, or refuse transactions presented on your account and deny any transactions or requests on your account. Following any change to your account terms or these Terms, any continued use of your account, shall be deemed as your consent and agreement to the modified, amended, or otherwise new term(s). You may terminate your membership and/or close your account at any time by giving us written notice and in accordance with our applicable

bylaws, these Terms, and Applicable Laws, but you remain liable for the payment of any items presented on your account following any such account change or closure. In accordance with these Terms, you may be expelled as a member or your services denied, restricted, or limited (in whole or in part), for any reason allowed by Applicable Law, these Terms, and/or our applicable governing rules, disclosures, and bylaws. Such action may be taken by us if you commit or allow others to commit illegal activity or fraud on the account or against the Credit Union, if you cause a loss to us, or you fail to follow applicable rules and policies or are abusive to any of our employees. Any material misrepresentation or false information provided by you on any membership application or documentation, loan application or documentation, or financial information is grounds for default and termination of membership.

NOTICES - Any notice you give us is effective only when we receive it through one of the designated contact channels and provided to us according to the specific delivery instructions provided in these Terms under the applicable sections depending on the type of notice given and/or purpose of the notice. We must receive notice in time to have a reasonable opportunity to act on it (when no time is designated at least two (2) business days). If the notice is regarding a check or other item, you must give us enough reasonable information (at our discretion) to be able to identify the check or item, including the correct check or item number, amount of the item, date of the item, and payee. Any notice we give you is effective (i) when deposited in the United States mail, (ii) the next business day when sent by overnight courier, or (iii) upon posting to our applicable online website or online portal or delivery when posted or sent electronically, (unless we notify you as part of the notice of a different effective date) and all with proper postage prepaid and addressed to your last known mailing address we have on file with your account or by sending to your last known email address provided. You are responsible for updating your account and contact information, including your address, phone number, change in name(s), and/or email address so that you can receive notices. We have no liability to you or anyone else for notice(s) not received because of inaccurate information on your account. If we send mail to your last known contact information and it is undelivered or returned, we have no responsibility to try and find your updated contact information; however, we may use online and/or third party services to update member contact information if we have a "bad address" notated with your account and we can use and/or accept any auto-updated or forwarded contact for you in our discretion, but we have no obligation to do so. Any notice to one account owner shall be considered notice to all account owners.

In Oklahoma, STATEMENTS AND ERRORS - You must examine all statements, items, receipts, deposits, transactions, withdrawals, drafts, fees, charges, set-offs, and images for each account with "reasonable promptness" (i.e., no more than thirty (30) days following when your statement was first available to you). If you discover (or reasonably should have discovered) any unauthorized transactions, activity, errors, withdraws, deposits, or signatures (forgery or alterations), you agree that you must promptly notify us of any such discrepancies, errors, encoding errors, mistakes, or unauthorized activity (collectively "**Errors**") with sufficient detail to the relevant facts for us to investigate your claim. The time period to report Errors shall not exceed sixty (60) days from the date of your statement or when it was first made available to you. Failure to examine your statement, and the items, deposits, withdrawals, transfers, and transactions posted, processed, and settled on your account, identify Errors, and report the Errors to us within the 60-day period, precludes you from asserting a claim (or any other liability) against us or any of our affiliates, divisions, providers, or processors, for any Errors later identified. You will bear any loss, expense, or liability as a result of your failure to review your statements, items, and transactions and report such Errors within the prescribed time. This 60-day limitation is without regard to whether we used ordinary care and is in addition to the other limitations contained in these Terms.

For share draft/checking accounts, you understand and agree that your original draft, item, or check, when paid, becomes the property of TFCU and will not be returned to you. Copies may be retained by us and made available upon your request. You understand and agree that statements are made available to you on the date they are mailed to you, electronically delivered, or made available to you through our online banking portal. You also understand and agree that drafts and items, or copies thereof, are made available to you on the date the statement is mailed to you, even if the drafts or items do not accompany the statement. If you fail to receive a periodic statement, you agree to notify us within fourteen (14) days of the time you regularly receive a statement or when statements are generally made available, and we will either mail another copy of your statement or make it available electronically or online.

In Texas, STATEMENTS - Your duty to report unauthorized signatures (including forgeries and counterfeit checks) and alterations on checks and other items - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures (including forgeries and counterfeit checks) or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures or alterations in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary

care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Your duty to report other errors or problems - In addition to your duty to review your statements for unauthorized signatures and alterations, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

Errors relating to electronic fund transfers or substitute checks - For information on errors relating to electronic fund transfers (e.g., online, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

Duty to notify if statement not received - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft. Absent a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this agreement.

ERRORS RELATING TO ELECTRONIC FUND TRANSFERS OR SUBSTITUTE CHECKS - For information on Errors relating to electronic fund transfers (e.g., mobile, online, computer, debit card, ATM/ITM transactions, or other electronic transactions), refer to our electronic fund transfers disclosure and the sections on consumer liability and Error resolution. For information on Errors relating to a substitute check you received, refer to other sections of these Terms and your disclosure "Substitute Checks and Your Rights."

ELECTRONIC STATEMENTS - Electronic statements will be made available to you following you being notified or alerted via an email or other message alert that your statement is available online and such notice will direct you to a site we maintain or cause to be maintained where you may access, review, print, or otherwise copy/download your periodic statements using procedures that we authorize. Emails from us will be sent to the email address on file and as provided to us by an account owner.

ACCOUNT TRANSFER - Account ownership and authority to act on an account may not be transferred or assigned without notice, completion of applicable paperwork, and our prior acknowledgement. Any ownership or authority granted on an account, requires the transferee to agree to and accept these Terms and all other applicable disclosures, terms, and conditions for Credit Union products and services used.

DIRECT DEPOSITS - You are responsible for setting up and authorizing any direct deposit into your account with applicable third parties and ensuring accurate information for such deposits. If we are required for any reason to reimburse the federal or state government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal or state government, as applicable, from the account or from any other account you have with us, without prior notice and at any time, except as specifically prohibited by Applicable Law. We may also pursue any other legal remedy to recover the amount of our liability, whether in equity (i.e., injunctive relief) or at law (i.e., legal proceeding, collection, set-off, or otherwise). Direct deposits may be rejected or returned by the Credit Union to the sender if the deposited item or instructions do not match your account information, owner name, or other data is inaccurate or such acceptance is contrary to Applicable Law. The Credit Union shall not be liable for any rejection or return of an item or for any failure to reject or return an item.

In Oklahoma, RIGHT TO REPAYMENT OF INDEBTEDNESS/RIGHT OF SET-OFF - You agree that we may (without prior notice and when permitted by Applicable Law) charge against and deduct from your account any amount due and payable for a debt that any person listed on the account may owe us now or in the future, including loan debt, fees, delinquencies, defaults, or other debits and expenses. If the account is owned by one or more persons, all parties on the account authorize us and agree that we may set-off against any funds or amounts owed from any of your accounts for amounts owed to us now or in the future. If your debt is a result of or arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note or other agreement, which may include principal, interest, and fees. This amount may include any portion of the balance for which we have properly accelerated the due date.

In addition to the rights set forth in these Terms, we also have rights under a "statutory lien." A "lien" on property is a creditor's right to obtain ownership of the property in the event a debtor defaults on a debt. A "statutory lien" is one created by federal or state statute. If federal or state law provides us with a statutory lien right, we are authorized to apply, without prior notice, your shares and dividends to any debt you owe us, in accordance with the statutory lien and Applicable Law. Statutory lien rights may not apply to an account if: (a) it is an Individual Retirement Account ("IRA") or similar tax-deferred account protected by Applicable Law, or (b) the debt is created by a consumer credit transaction under a credit card plan, unless otherwise agreed to in writing (and this does not affect our rights under any consensual security interest), or (c) the

debtor's right of withdrawal arises only in a representative capacity (e.g., representative payee), or (d) set-off is prohibited by overriding Applicable Law, including the Military Lending Act and its implementing regulations for active military members. We will not be liable for the dishonor or non-payment of any check, item, or draft when the dishonor or non-payment occurs because we charge and deduct an amount you owe us from your account. You agree to indemnify and hold us, our employees, representatives, affiliates, divisions, service organizations, and service providers harmless from any Claims (*as defined in the Special Account Instructions section*), allegation, proceeding, or cause of action arising as a result of our exercise of our right to repayment, set-off, or other right under these Terms or Applicable Law.

In Texas, RIGHT TO REPAYMENT OF INDEBTEDNESS - You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

In addition to these contract rights, we may also have rights under a "statutory lien." A "lien" on property is a creditor's right to obtain ownership of the property in the event a debtor defaults on a debt. A "statutory lien" is one created by federal or state statute. If federal or state law provides us with a statutory lien, then we are authorized to apply, without prior notice, your shares and dividends to any debt you owe us, in accord with the statutory lien.

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

RESTRICTIVE LEGENDS OR INDORSEMENTS - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements, or other special instructions on each check or every item. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement. For this reason, we are not required to honor any restrictive legend or indorsement, or other special instruction placed on checks you write, unless we have individually agreed in writing to the specific restriction or instruction. We shall not have any liability nor are we responsible for any losses, claims, damages, demands, fees, penalties, or expenses that result from your placement of these restrictions, limiting indorsements, or instructions on your checks or other items and any failure to process and settle the check or item in accordance with the non-binding restriction, limited indorsement, or instruction accompanying or on any check or item.

PLEDGES - Unless we agree otherwise in writing, funds on deposit in a share draft/checking account may not be pledged as collateral to or for the benefit of any other person, entity, or third party for any debt, loan, or any other purpose outside of the Credit Union and without the Credit Union's written limited consent and specific agreement.

CHECK PROCESSING - We process items electronically through automated systems, by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed, and indorsed, or to determine if it contains any information or instruction other than what is encoded in magnetic strip / ink line. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practices, even though we do not inspect each item. Since we do not inspect each item, if you write a check to multiple payees we may not be able to properly pay the check regardless of the number of indorsements. If you notify us and we consent and accept the notice in writing to apply special processing instructions, we must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any false, misleading, or inaccurate information or for an unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders and is considered a reasonable means and exercise of ordinary care of processing items.

CHECK CASHING - If applicable and in our sole discretion, we may cash checks or other instruments for non-members; however, we reserve the right and may charge a fee for anyone that does not have an account with us who is cashing a check, draft, or other item or instrument, whether written on your account or otherwise. We may also require reasonable identification and verification of the presenter to cash such a check, draft, items, or other instrument. We will decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint, pursuant to our applicable procedures at the time of presentment.

CREDIT AND EMPLOYMENT HISTORY CHECKS AND VERIFICATION - As part of your account agreement with us and

these Terms, you authorize us and agree that we may verify your (and all other persons listed as owners or authorized users of the account), credit, consumer, and employment history through necessary means, including requesting or the preparation of a credit report or consumer report by a credit reporting agency or other authorized third party as a permissible business purpose. Through your agreement with these Terms, you further authorize us to conduct such credit, consumer, and employment history check verification, including the requesting and pulling of credit, consumer, and other reports on you and all other persons listed as owners or authorized users on the account.

As part of this Agreement, you further grant us the right to use such reports for a limited period to promote other products and services to you that will compliment your relationship with us. **IF YOU DO NOT WANT US TO USE YOUR CREDIT REPORT FOR PURPOSES OF PROMOTING AND MARKETING PRODUCTS AND SERVICES TO YOU, THEN YOU MAY OPT-OUT OF SUCH USE OF YOUR CREDIT REPORT. TO 'OPT-OUT' OF THE USE OF YOUR CREDIT REPORT FOR THE PROMOTION OF OTHER PRODUCTS AND SERVICES YOU MAY CONTACT US AT ANY TIME AT ONE OF THE FOLLOWING OPTIONS AND (i) CLEARLY IDENTIFY YOURSELF WITH THE NAME ASSOCIATED WITH YOUR TFCU ACCOUNT, (ii) PROVIDE YOUR ACCOUNT INFORMATION AND NUMBER, (iii) IDENTIFY THE DATE OF YOUR REQUEST, AND (iv) CLEARLY INDICATE THAT YOU WANT TO 'OPT-OUT' OF USE OF YOUR CREDIT REPORT FOR THE PROMOTION AND MARKETING BY TFCU OF OTHER PRODUCTS AND SERVICES. FOR PURPOSES OF COMMUNICATING YOUR 'OPT-OUT' OPTION, PLEASE NOTIFY US BY ONE OF THE FOLLOWING METHODS.**

1. Mail us at – Tinker Federal Credit Union, Attention: Member Service Center – “CBR Promotional Opt-Out” P.O. Box 45750, Tinker AFB, Oklahoma 73145;
2. Email us at - memberservices@tinkerfcu.org;
3. Call our Member Service Center at:
(405) 732-0324 or 1-800-456-4828; or
4. Visit a TFCU branch location.

We may request you put your selection to 'opt-out' of promotions and marketing by use of your credit bureau report in writing.

SECURITY OF YOUR ACCOUNT - It is your responsibility to protect all of your account numbers, passwords, member IDs, personal identification numbers (“PIN”), passcodes, social security number (“SSN”), security questions, authentication techniques, and access to your account and personal information. You also are responsible for protecting any and all electronic access devices, cards, and equipment (e.g., mobile devices, computers, debit card, or other account access capable device or item) that may provide access to or for your account(s). You should not discuss, compare, or share private, personal, or sensitive information about your account, account number(s), or other secure information with anyone, unless you are willing to give them full use of your money. Personal account information and account numbers can be used by thieves to issue an electronic debit, make withdrawals or transfers on your account, or to encode your account number on false demand drafts, which looks like and functions like an authorized check. If you share, furnish, or allow access to your account information or allow others access to your accounts through your devices, any transactions made by others will be considered authority granted by you to another person (a family member or coworker, for example). If any such persons exceed their authority, you are liable for the transactions, unless you have notified us in writing, and we have acknowledged receipt of such notification in writing and we have sufficient time to make changes to your account so that transfers by that person are no longer authorized. Your personal information and account number and information can also be used to electronically remove money from your account, and payments can be made from your account. You must also take precautions in safeguarding your account information, account cards, and blank checks. If you believe your checks, account information, or account card(s) have been misplaced, lost, or stolen, you must notify us immediately. As between you and us, if you are negligent in safeguarding your account information, account number, checks, or account cards, you will bear the loss to the extent provided by Applicable Law, including the Electronic Fund Transfer Act (Regulation E). You agree to use and implement reasonable security procedures as recommended by the financial industry or as we may recommend from time to time to safeguard your accounts and to help identify and limit fraud or other unauthorized transactions on, to, or against your account. If you fail to implement reasonable and recommended security precautions, potential fraudulent and/or unauthorized transactions may occur on your account. If we recommend industry reasonable security procedures and you reject such, then you agree that you are responsible for any payment, transaction, transfer, or withdrawal on any of your accounts, whether authorized or not, that we accept in compliance with any alternative security procedure selected by you. You remain responsible for securing your accounts, personal information, account information, checks, and cards, and for reviewing and monitoring your account each statement cycle and notifying us of any disputes, errors, or unauthorized transactions not made by you.

Access devices: If you furnish your access device and grant actual authority to make transfers to someone who then exceeds that authority, you will be liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Please review the additional information you have received or will receive regarding transfers by access device.

Blank checks: You must also take precaution in safeguarding your blank checks. Notify us at once if you think your blank checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself, or share the loss with us if we failed to use ordinary care which substantially contributes to the loss.

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

MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS - In addition to the consent you provide in the Telephone Consumer Protection Act ("TCPA") section of these Terms, you understand and agree that we may monitor or record phone calls for security reasons and maintain a record of such conversations to ensure that you receive courteous and efficient service. You consent in advance to any such recording and we shall not be required to remind you of our recording before each phone conversation. To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging, or email. By agreeing to these Terms, including the TCPA paragraph, you hereby consent to us contacting you by telephone, text, and/or email at the numbers and email addresses you provide to us with your accounts, or may subsequently provide to us. This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile service, other common carrier service, or any other service for which you may be charged for the call or data usage. The consent in these Terms extends to you authorizing us to contact you through the use of voice, voice mail, and/or text messaging, including the use of prerecorded or artificial voice messages and an automated dialing device. **You may change or remove any of the telephone numbers and/or email addresses or remove your consent to be contacted through your mobile device telephone number at any time using any of the following reasonable means to notify us: (i) at Tinker Federal Credit Union, Attention: Member Service Center – Operations, P.O. Box 45750, Tinker AFB, Oklahoma 73145, (ii) by emailing us at memberservices@tinkerfcu.org, (iii) calling our Member Service Center at (405) 732-0324 or 1-800-456-4828, or (iv) by visiting a TFCU branch.** We may ask you put your request in writing to be effective.

CLAIM OF LOSS - The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday/one-time consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure generally titled, "Electronic Fund Transfers." For other transactions or claims, if you request and/or file a claim for a credit or refund because of a forgery, alteration, stolen identification, fraud, or any other unauthorized transfer or withdrawal, you agree to cooperate with us in the investigation of the loss, including completing and signing an affidavit containing applicable reasonable information as we require concerning your account, the transaction, and the circumstances surrounding the loss. As applicable, you will notify law enforcement authorities of any criminal act by a third party related to the claim of lost, missing, or stolen checks or unauthorized withdrawals in order for your loss to be recorded and in support of the investigation into your loss. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss and to work with local law enforcement authority on the loss. You agree to provide only accurate and factual information known to you. Except for our negligence, we will not be liable for the loss or any costs related to such loss. In any circumstances where we are found to have been negligent, we will only be responsible for actual and sustainable damages and under no circumstances shall we be liable for any incidental, special, indirect, punitive, or consequential damages, including loss of profits, revenue, or opportunity, or for any attorneys' fees or court costs incurred by you. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. If any, our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals) - We may impose early withdrawal penalties on a withdrawal from a term share account (i.e., share certificate), even if you do not initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our set-off against funds in the account or as a result of an attachment or other legal process. We reserve the option to close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your separately provided notice of penalty for early withdrawal for additional information.

RESOLVING ACCOUNT DISPUTES - We may place an administrative hold on the funds in your account (e.g., refuse any payments or disallow any withdrawal or transfer of the funds), if your account becomes subject to a dispute or claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of Applicable Law. The hold may be placed for such period of time as we believe reasonably necessary to allow an action, investigation, or legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable to you or to anyone else, for any items that are dishonored or for losses you may incur as a consequence of placing a hold on funds in your account for the reasons stated immediately above.

In Oklahoma, ACH AND WIRE TRANSFERS - These Terms are subject to Article 4A of the Uniform Commercial Code ("UCC") – 'Fund Transfers' as adopted by the state of Oklahoma. If you send or receive a wire transfer at TFCU, Fedwire may be used. (Fedwire is a real-time gross settlement funds transfer system operated by the United States Federal Reserve Banks that enables financial institutions to electronically transfer funds between participants). Regulation J (12 CFR Part 210, Subpart B) is the Applicable Law covering all Fedwire transactions and it establishes the core guidelines for the processing payments using Fedwire funds. If you originate a funds transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution, or a beneficiary, then we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person, or account other than the one named or intended. You agree to be bound by the national automated clearing house association ("NACHA") rules. These rules provide that payments made to you or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or as provided in UCC Article 4A-403(a). If we do not receive payment, then we are entitled to a refund from you in the amount credited to your account and we can chargeback such amount to your account or set-off the amount from another account of yours, and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit. You will continue to receive notices of receipt of wire transfers and ACH items in the periodic account statements, which we provide. **The deadline for sending a wire transfer is 3:00 p.m. on a business day the Credit Union is open for business. The deadline for receiving a wire transfer is 4:00 p.m. on a business day the Credit Union is open for business.** Any transfer or payment sent or received after these respective times will be sent or posted to your account the following business day the Credit Union is open for business. Business days for these transfers do not include: Saturdays, Sundays, or U.S. legally observed public holidays. In the event of an error on our part in sending or receiving a wire transfer or ACH transfer, we will be obligated to pay you the normal dividend rate paid on the account from which the transfer should have occurred, or the account to which the funds should have been deposited. We may accept, on your behalf, payments to your account which have been transmitted through one or more ACHs 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 Oklahoma. **If you receive or transfer funds by Fedwire or ACH at Tinker Federal Credit Union, doing so constitutes acceptance of these Terms.**

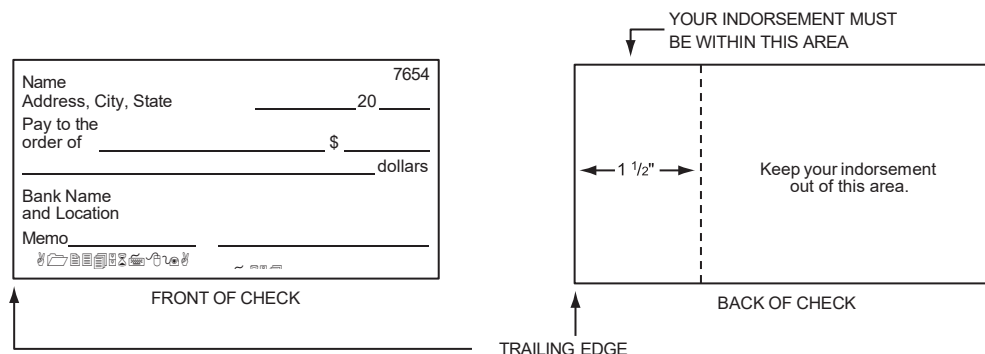
In Texas, FUNDS TRANSFERS - Unless otherwise required by applicable law, such as Regulation J or the operating circulars of the Board of Governors of the Federal Reserve System, this agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association and other funds-transfer system rules, as applicable. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH or other funds-transfer systems. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

FACSIMILE OR ELECTRONIC SIGNATURES - Except to the extent you have made advance written arrangements with us or have otherwise agreed to such in writing with us, we have no obligation to honor facsimile or electronic signatures on your checks or other negotiable items or orders. If we do agree to honor items containing facsimile or electronic signatures, you authorize us, at any time, to charge you for all checks, drafts, or other items, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile or electronic signature(s) may have been affixed. You must notify us at once if you suspect that your facsimile or electronic signature is being or has been misused.

STALE-DATED AND POST-DATED CHECKS - A post-dated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a post-dated check (or item) even though payment was made before the date of the check, unless we have received written notice of the post-dating in time to have a reasonable opportunity to act and stop the payment of the item. Such decision to act and stop payment will be in our sole discretion and we have no obligation to act to stop any such post-dated payment. We are not obligated to, but may at our option, pay a check without regard to its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described in these Terms. Items are processed electronically through automated systems and any written notice to us, regardless of form, will not be effective, unless specifically acknowledged by us with sufficient and reasonable time to act and process. Any stop payment notice or request without the proper information, including the item number, the payee, the amount of the item, account, and/or the date of the item will not be considered effective notice. Under no circumstances shall we be liable for any failure to honor your notice or transaction

request once the transaction is in process and/or settled. The Credit Union shall have no liability with respect to stale-dated or post-dated checks that may be presented for deposit, cashing, or other transaction.

INDORSEMENTS - We may accept for deposit any item payable to you or to your order or account, even if they are not indorsed by you. We may give cash back to any one of the account owners or authorized account representatives. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine. To ensure that your check, items, or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g., additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment. As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge.



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You further agree to indorse any remotely deposited items in the manner we require pursuant to our remote deposit terms and disclosures. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because of your indorsement, another indorsement, or information you have printed on the back of the check obscures our indorsement or any lack of indorsement.

BACKUP WITHHOLDING/TIN CERTIFICATION - The United States of America federal tax law requires us to report interest payments we make to you over a certain amount, and to include your social security number ("SSN") or taxpayer identification number ("TIN") on the interest-income report. Interest includes dividends, interest, and bonus payments for purposes of this rule. Therefore, we require you to provide us with your SSN or TIN and verification of that it is correct. The TIN can be your social security number or an employer identification number ("EIN") as issued by the U.S. government. The Credit Union will notify you of the type of TIN required based on the type of the account and the Credit Union reserves the right to refuse to open an account without a properly government assigned TIN.

In some circumstances, Applicable Law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your account if you verify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income. If you do not have a TIN, we may defer backup withholding if you certify that you do not have a TIN but have applied for one. However, we must begin backup withholding, if you do not supply us with a certified TIN within sixty (60) days of the request or opening of your account. If you do not have a TIN because you are a foreign person (either an individual who is a nonresident alien or a foreign organization) you must certify your foreign status and provide to us requested verification. If you are an exempt payee (receiver of interest payments), you do not need to certify your TIN, but you will have to certify your exempt status and supply us with your TIN. The most common exempt payees are not-for-profit or charitable organizations, exempt from tax under applicable 26 U.S. Code Section 501(a) as a non-profit organization and/or Section 501(c)(3) as a charitable organization, and an individual retirement plan or a custodial account under 26 U.S. Code Section 403(b)(7). We may refuse to open or set-up your account if you fail to supply us with a valid and appropriate EIN, TIN, or SSN or other requested information. Your account may be further subject to other legal requirements and holds, such as state taxes, garnishments, subpoenas, levies, or other legal matters as provided herein.

LEGAL ACTIONS AFFECTING YOUR ACCOUNT - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action as required by Applicable Law. However, nothing in this agreement shall be construed as a waiver of any rights you may have under Applicable Law with regards to such legal action. In addition to or prior to compliance with a legal action, we reserve the right to freeze the assets (or place a hold on the funds) in the account and not allow any payments, withdrawals, or transfers out of the account, until a final court

determination regarding the legal action is rendered. We may do these things even if the legal action involves less than all individuals and or persons on the account, including authorized signers. In these cases, we shall not have any liability to you or any others, if there is not enough money to pay your items because we have withdrawn or transferred funds from your account or in any way resulting from restricted access to your funds, in accordance with the legal action or our rights and obligations. You agree that you shall be liable for and reimburse us for any fees, costs, or expenses we may incur in responding to or commencing any legal action (including, without limitation, reasonable attorneys' fees or court costs) to resolve the legal action on your account. The applicable Fee Schedule, which is provided to you as part of your account opening or upon request of our ongoing account relationship, specifies additional fees that we may charge for certain legal actions. Any dispute between you and us arising out of these Terms and/or your account(s) shall be handled in accordance with the "Arbitration of Claims and Disputes" section of these Terms.

UNLAWFUL INTERNET GAMBLING AND OTHER ILLICIT ACTIVITY NOTICE - Restricted transactions as defined in Federal Reserve Regulation GG (12 CFR § 233) are prohibited from being processed through your account or your relationship with us. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling. Any other federal or state illicit, illegal, or legally restricted activity on your account is also prohibited.

ADDRESS OR NAME CHANGES - You are responsible for notifying us of any changes on your account, including changes in your contact name, address, telephone number, email address, or any other personal information. Unless we agree otherwise, changes to your account must be made in writing by the primary member and under limited circumstances with the Credit Union's consent, by a joint account holder or under a validly designated power of attorney for the primary member. Informing us of a change on your account on a check reorder form or orally telling a member service representative, teller, or other Credit Union employee is not sufficient notice to implement any changes in your contact information. However, we may use such information to contact you to follow-up and request you to verify changes in your contact information. We will attempt to communicate with you only by use of the most recent address and contact information you have provided to us and which is in our system. Any name changes may require the execution and signing of new account documents and agreements by all account owners, upon our request, and we reserve the right to request and receive legal evidence documenting the name change. You agree that any notice given to the primary member or any other joint owner on the account at the last address provided by you and shown in our records shall be considered valid notice to all account owners and authorized signers. The Credit Union reserves the right to charge a service fee if we have to attempt to locate you and track down a valid address or other contact information. You must keep your contact information updated with us and we shall have no liability for any failure on your part to keep your contact information updated with the Credit Union.

MEMBERSHIP ELIGIBILITY - You may be or become eligible to join the Credit Union as a member and open an account, if you meet our membership qualifications and requirements. Only qualified members can open an account with the Credit Union. As a member, you will be required to purchase (or gifted to receive) and maintain at least one (1) share ("membership share") as set forth in our Credit Union bylaws (i.e., \$5.00 in primary share savings account), which may be subject to change from time to time. As part of your membership eligibility, account opening, and ongoing account verification, we may and you authorize us to pull a credit report, consumer report, employment history, and/or obtain other reports and information from time to time from third parties, including consumer or credit reporting agencies for verification purposes pursuant to these Terms. If you are eligible for membership, then your immediate direct family members may also be eligible for membership; however, some restrictions apply and membership is not guaranteed based solely on family status. Joint owners on an account, as offered and provided for by us, may or may not be members of the Credit Union. Joint owners are required to qualify on their own as a member within the field of membership to open and/or maintain a separate account from the primary member. Any joint owner who is not considered a qualified primary member cannot vote or hold office, unless the joint owner is within the field of membership of the Credit Union and is independently a qualified primary member in accordance with membership eligibility.

NCUA INSURANCE - Funds in your account(s) with us are insured by the National Credit Union Administration (NCUA) and backed by the full faith and credit of the United States. The amount of insurance coverage you have depends on the number of accounts you have with us that are of different "ownership." An individual account is one unique form of "ownership"; a joint account, a pay-on-death account, and a self-directed qualified retirement account (e.g., an IRA) are examples of some of the others. Share insurance for a person's self-directed qualified retirement account is up to \$250,000. (An IRA is a self-directed qualified retirement account as is any account where the owner decides where and how to invest the balance.) Funds are insured to \$250,000 per depositor for the total of funds combined in all of your other insured accounts with us. If you want a more detailed explanation or additional information, you may ask us or contact the NCUA. You can also visit the NCUA website at www.ncua.gov and click on the Share Insurance link. The link includes detailed contact information as well as a share insurance estimator.

ACCOUNT UTILIZATION OR ACTIVITY - You agree that you will not use your account or any service for any illicit, unauthorized, or illegal purpose, including in violation of Applicable Law or the Credit Union's Terms, disclosures, and

bylaws or attempt to circumvent our Terms, policies, or procedures in violation with these Terms, our disclosures, or Applicable Law. You understand that certain account related activity may be legally permissible under state law; however, such same activity may not be federally legally permissible or recognized under applicable federal law. The Credit Union will apply the applicable federal law as a federally chartered credit union, as determined by the Credit Union, regardless of any legality under various state laws. You, and all other account owners and authorized signers, agree to indemnify and hold us and our affiliates, subsidiaries, divisions, and all of our respective directors, agents, officers, employees, volunteers, representatives, and service providers harmless from and against any loss, demand, claim, cause of action, or liability, including reasonable attorney's fees and court costs, arising as a result of your (and/or anyone else authorized on the account) illicit, unauthorized, or illegal use of or activity on the account or of your membership. You will provide truthful and honest information when you open your account and agree to keep your account information updated. You further agree to use your account only for the purpose you have disclosed to us and as allowed by our bylaws and disclosures, these Terms, and Applicable Law. If we are unable to verify the information you provide as part of your account opening or at any time following account opening (i.e., identity, employment, deposit source, and other personal information) and you fail to provide us with verifiable information, we may take steps to restrict or close your account in accordance with the Credit Union disclosures, these Terms, and Applicable Law.

ERRORS AND ADJUSTMENTS - We agree and you authorize us to correct errors or mistakes made in crediting and debiting any account by making the appropriate adjustment to your account balance in accordance with these Terms. You agree to repay promptly any amount credited to your account in error, by mistake, or otherwise, and you authorize us to initiate a debit transfer to the account to obtain payment of any erroneous credit. The Credit Union shall not be liable for errors and mistakes you fail to identify within sixty (60) days of your receipt of account statement.

PAYMENT OF DIVIDENDS - If an account earns dividends, we are prohibited by Applicable Law from guaranteeing the payment of dividends or that dividends we do pay will be at the prospective rate. We must base our dividend payments to you upon the money we actually earn and that is available for distribution at the end of a dividend period.

CONFLICTING DEMANDS AND DISPUTES - Nothing in this Agreement shall be deemed to require us and we shall not be required to (but we can without liability) make payment from an account to an account owner, or to any trustee, fiduciary, or payable on death ("POD") account beneficiary or payee, or any other person claiming an interest in any funds deposited in the account or honor transaction requests, if:

- (a) we have knowledge of, or otherwise believe there may be a dispute between the depositors, owners, beneficiaries, trustees, fiduciaries, payees, or other persons concerning the account including, without limit, their respective rights of ownership to or authority to act with respect to the funds contained in or proposed to be withdrawn or previously withdrawn from the account; or
- (b) in the event we are otherwise uncertain as to who is entitled to the funds, pursuant to a contract of deposit, or otherwise receive information, documentation, or instructions, which we determine, in our discretion, to be unclear, vague, or conflicting.

In any such case, we may, at our option and without liability, place a hold on the funds in the applicable account(s) and interplead the funds in an action before a court having jurisdiction and by notifying, in writing, all account owners, beneficiaries, payees, or other persons claiming an interest in the account of either our uncertainty as to who is entitled to the distributions or the existence of any dispute. We may also, without liability, refuse to disburse any funds contained in the account to or on the instruction of any account owner, POD account beneficiary, personal representative, account member heir, or payee thereof, and/or other persons claiming an interest therein, return items presented against the account marked "Refer to Maker" or similar notation until such time as, at our option:

1. All such account owners, beneficiaries, payees, trustees, fiduciaries, heirs, and/or other persons claiming an interest in the account have consented, in writing, to a requested and agreed upon payment and amount;
2. The payment is authorized or directed by a court of proper jurisdiction;
3. Where all the parties to the account that previously notified us of the dispute, such parties withdraw their notice or dispute and agree upon set-up and/or distribution in writing;
4. Where the dispute involves a deceased account holder, the successor of the deceased account holder agrees in writing to the distribution (if permitted by state law); or
5. We receive proof satisfactory to us, in our sole discretion that the dispute has been resolved, or other satisfactory documentation or assurances are received by us.

Notwithstanding anything to the contrary in these Terms, we may, at our sole option and without liability to us, pay or permit withdrawal or transfer of any funds on deposit in an account to an account owner, and/or agent of an account owner, and/or trustee or POD account beneficiary or payee, and/or other person claiming an interest therein, even when we have actual knowledge of the existence of the dispute, if the payee agrees to execute and provide to us an agreement in an approved format and security acceptable to us indemnifying and holding us (including our affiliates, subsidiaries, and the respective directors, officers, volunteers, employees, and representatives) harmless, from any and all liability, loss, damage, costs, demands, causes of action, claims, and expenses, for and on account of the payment of the adverse claim

or the dishonor of the check or item, or other order of the person in whose name the account stands on the books of the Credit Union. In no event shall we be liable for any delay or refusal to follow instructions, which occur as a result of a dispute over the authority or control of your account.

UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) FEES -

Generally - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdrawn account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

Determining your available balance - We use the “available balance” method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your “available” balance may not be the same as your account’s “actual” balance. This means an overdraft or an NSF transaction could occur regardless of your account’s actual balance.

Your account’s actual balance (sometimes called the ledger balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the ledger balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money “available” in your account to make payments. In other words, the available balance takes debit card and other transactions that have been authorized, but not yet settled, and adds or subtracts them from the actual balance. In addition, when calculating your available balance, any “holds” placed on deposits that have not yet cleared are also subtracted from the actual balance. For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled “A temporary debit authorization hold affects your account balance.”

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

Nonsufficient funds (NSF) fees: If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money available in your account, and we decide not to pay the item or transaction, you agree that we can charge you an NSF fee for returning the payment. You agree that we may charge you an NSF fee each time a payment is presented if the amount of money available in your account is not sufficient to cover the payment. Returned items may be presented for payment by the payee or their financial institution multiple times, which may result in multiple returned item NSF fees. If our processing system charges you for representations on the same item, please contact us for a refund. The NSF fee does not apply to Everyday Spending Accounts.

Payment types: Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. A debit card transaction might be authorized by use of a PIN, a signature, a contactless card (tap) or a chip. An example of an ACH transaction is a preauthorized payment you have set up on a recurring basis. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account. For information about how and when we process these different payment types, see the “Payment order of items” subsection below.

Balance information: Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online, accessing your account information by phone, or coming into one of our branches.

Funds availability: Knowing when funds you deposit will be made available for withdrawal is another important concept

that can help you avoid being assessed fees or charges. Please see our funds availability disclosure (generally titled, "Your Ability to Withdraw Funds") for information on when different types of deposits will be made available for withdrawal. For an account to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

A temporary debit authorization hold affects your account balance: On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more or less than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. When the temporary hold ends, the held funds are released. If your account is overdrawn after the held funds are released to your account's available balance and the transaction is posted to the account, an overdraft fee may be assessed. Additionally, if one or more intervening transactions are presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy, which may result in one or more overdraft or NSF fees. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase. We also check your available balance both at the time the merchant's authorization request is received and again when the transaction settles and posts to your account. If the transaction settles and posts to your account at a time when the available balance is insufficient to pay the transaction without causing an overdraft (i.e., posting the transaction results in an available balance of less than \$0), we may charge you a fee for overdrawing your account, even though the available balance in your account was sufficient to cover the transaction at the time it was authorized.

Payment order of items: The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items.

Note that items may not be processed in the order they are received.

Our policy is to process credits to your account when we receive them however, in some cases when you deposit a check, the full amount of the deposit may not be available to you at the time of deposit. Please refer to the Funds Availability Policy Disclosure for details regarding the timing and availability of funds from deposits.

We process check payments when we receive the data files from the Federal Reserve based on the lowest dollar amount checks to highest dollar amount checks.

We process ACH payments when they are received in the ACH file with debit ACH items paid from the lowest to highest amount. Multiple ACH files are received in a business day.

We process point of sale (POS) and signature card transactions in the order they are received; however, depending on the type of transaction and the merchant, some transactions are not presented for payment immediately and may take a couple of days to post to your account.

We process Online Banking Bill Payments on the day the bill is scheduled for payment.

We process wire payments in the order they are received and accepted, on the day they are initiated. The deadline for sending a wire transfer is 3:00 p.m. CST, and receiving a wire transfer is 4:00 p.m. CST, on a business day the Credit Union is open for business. Any payment sent or received after these respective times will be posted on the following business day the Credit Union is open for business.

We process phone transfers and online transfers in the order they are received.

If one or more checks, items, or transactions are presented without sufficient funds in your account to pay it, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy, which may result in one or more overdraft or NSF fees. We will not charge you a fee for paying an overdraft of an ATM or one-time (sometimes referred to as "everyday") debit card transaction if this is a consumer account and you have not opted-in to that service. The amounts of the overdraft and NSF fees are disclosed elsewhere, as are your rights to opt in to overdraft services for ATM and one-time debit card transactions, if applicable. We encourage you to make careful records and practice good account

management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

OVERDRAFT PROTECTION OPTIONS - You have the option to receive overdraft protection on your TFCU accounts. Overdraft protection allows the Credit Union to advance funds and/or transfer funds on your behalf from one of your other accounts held with the Credit Union to cover deficits on another account held at the Credit Union. The Credit Union has multiple overdraft protection options for you to choose. Your options may include overdraft transfers and overdraft coverage based on your account standing and account eligibility. With overdraft protection you authorize the Credit Union to pay transactions on your account even if such payment causes the account to be overdrawn. In other words, overdraft protection and overdraft transfer authorizes the Credit Union to transfer funds from another positive balance account you hold with the Credit Union to cover your transactions and applicable fees, which may otherwise overdraft your account or create a negative balance in your account. Overdraft protection can be selected or removed from your account at any time, subject to the Credit Union's disclosures and policies, and further subject to your account being in "good standing" with the Credit Union, as described in these Terms. The Credit Union may require that you have a positive available balance in your account for at least thirty (30) calendar days to qualify or continue to have overdraft protection services on your account. If on any day, your account does not have enough available money to cover transactions, drafts, fees, or other items posted to your account, those amounts will be handled in accordance with these Terms and our overdraft terms, disclosures, policies, and procedures. When you "overdraw" your account that means that you have exceeded the amount of money or funds available for withdrawal or transfer from your account. As part of the overdraft protection plan, transactions may be paid and processed by the Credit Union, regardless of the amount of funds in your account, which might otherwise create a negative available balance in your account. (See "Understanding and Avoiding Overdraft and Nonsufficient Funds (NSF) Fees" in these Terms for additional information on the balance in your account.) If your account does not have enough money to cover your transactions and/or items negotiated against your account at any time between presentment of the transaction or item and the Credit Union posting the transaction or item to your account, then the Credit Union may provide overdraft coverage protection to you by paying the transaction against your account, (per your option selection), which may otherwise result in a negative available balance in your account, and potentially assess you a fee for the overdraft coverage.

Transactions that can result in an overdraft of your account, include: (i) the payment of checks, electronic fund transfer(s) ("EFT"), telephone-initiated transfers, automated teller machine ("ATM") and interactive teller machine ("ITM") transfers or withdrawals, teller withdrawals, online transactions, bill payments, recurring debits against your account, other items, or other transfer and/or withdrawal transfers and requests authorized on your account; (ii) the return or chargeback (unpaid and/or unsettled) of items deposited into your account; (iii) the assessment of authorized service fees and/or charges on your account in accordance with our Fee Schedule and these Terms; (iv) overdraft transfers (as part of the nightly transfer to cover negative balances on your accounts); and/or (v) the deposit of items, which are subject to a hold (pursuant to these Terms, our disclosures, or Applicable Law) and/or are treated as not yet immediately available funds in accordance with our funds availability disclosures entitled "Your Ability to Withdraw Funds." It's important to understand that we are not required to notify you if your account does not have enough available money in it to cover drafts, checks, withdrawals, transfers, unpaid deposits, chargebacks, fees, or other posted items or transactions. We have no obligation to notify you prior to paying any overdraft and assessing a fee to your account or prior to us returning or charging back any item for your failure to have enough available money in your account to cover all of your transactions and returned items. Whether the item and/or transaction is paid (pursuant to overdraft protection), returned, or charged back to your account, such will be subject to a service fee and/or charge as set forth in the Credit Union Fee Schedule. Except as otherwise agreed to by us in writing, by covering one or any overdraft item, we do not agree to cover additional or future overdrafts and, at our option, may discontinue covering overdrafts on your account, at any time with or without notice to you. If we pay a draft or item that would otherwise overdraw your account and apply a fee against your account, you agree to repay the overdrawn amount of the item and any applicable fee immediately, but no more than thirty (30) days from the overdraft and fee assessment. You agree that we may pursue available collection remedies and efforts, in accordance with Applicable Law, including any right of set-off against other accounts you hold with the Credit Union for any negative balances, your unpaid amounts, or fees assessed on your account. Please refer to our "Understanding Your Overdraft Options" brochure for a comparison of the overdraft options we offer.

At the time of opening your account, the Credit Union reserves the right to auto-enroll you in overdraft protection (except for overdraft transactions that you must opt-in); however, you have the right to remove overdraft protection from your account(s) at any time by notifying the Credit Union. Overdraft protection extends only to limited transactions, your account limit, applicable shares/account types, and certain overdraft protection options may require your consent. The Credit Union reserves the right to suspend overdraft protection on your account and refuse to pay any overdrafts or transfer funds to cover overdrafts at any time for any reason.

OVERDRAFT TRANSFERS - As an overdraft protection option, the Credit Union offers overdraft transfers. Pursuant to your option and our approval of overdraft transfers, we agree to honor share drafts, automated clearing house ("ACH") payments, and/or other debit items and transactions from your account when such transactions and amounts are drawn

on an account that does not have enough available money in it to cover the transactions / items and transfer funds from another positive balance account you have with the Credit Union. In honoring and paying the transaction on your behalf we will transfer money from one of your sub-accounts (i.e., another Credit Union account in your name), a home equity line of credit loan, a line of credit loan, or other share account which your name appears, regardless of any other joint owner, subject to Applicable Law and Credit Union limitations. The transfer of money from one account to another account to cover your transactions will be as directed by you or as required or allowed by our overdraft protection terms and disclosures. Overdraft transfers work as follows: if any of the owners or authorized actors or signors on the account perform a transaction (such as writing a check, setting up auto-payments, ACH, negotiating an item, or using a debit card), which would result in the account being overdrawn, and the account has overdraft transfer protection, then such transaction shall be deemed to be a request to us to transfer money from a positive balance account to the negative available balance account in your name, subject to these Terms. By having overdraft transfer protection on your account(s), you give us ongoing and continuing authorization to transfer money from your positive balance accounts to your negative available balance accounts, subject to share requirements and our disclosures and policies to cover your transactions. Your option to remove overdraft transfer protection from your account does not go into effect until you notify us of your desire to remove overdraft transfer protection from your account and you allow us sufficient time to process your request. Overdraft transfers will be performed as follows:

- For automated clearing house ("ACH") debits and account transaction presentments, such transfer coverage will be processed in increments of fifty dollars (\$50.00) (or the transaction amount available for transfer if you have less than \$50.00 in your account).
- For ATM/ITM withdrawals, transfers, and MoneyPlus™ Visa® debit card transactions, such transfer coverage will be processed in increments of fifty dollars (\$50.00) (or the transaction amount available for transfer if you have less than \$50.00 in your account).
- For over-the-counter share drafts/checks and other items and transactions, such will be processed in the amount needed to pay and cover the transaction and transferred from another account, or in increments of fifty dollars (\$50.00), if the money is being transferred from an available line of credit you have with the Credit Union (or the transaction amount available for transfer if you have less than \$50.00 in your account or available line of credit).

If none of the share account owners or authorized actors or signors are eligible to receive the transfers or advances in coverage, or do not have enough available credit with the Credit Union or enough money available in an account to honor and cover such transaction, the Credit Union may dishonor and refuse to pay the transaction in the Credit Union's sole discretion and without liability to the Credit Union. At the Credit Union's sole option, the Credit Union may treat the transaction as if the account did not have an overdraft transfer agreement from an open-end loan or share / savings account feature associated with it or the Credit Union may pay the transaction and deduct and/or offset the amount of the resulting overdraft against any funds available in any account of any of the account owners or signors, including accounts which the account owner and/or signor(s) own jointly with any other person. Overdraft transfers may be subject to your acceptance of additional agreement terms and you selecting which accounts and/or lines of credit to have money transferred from to cover transactions from another account. Pursuant to Applicable Law, certain accounts may be subject to a limited number of withdrawals, transfers, or other types of transactions per a period of time. If you request overdraft transfer on an open-end loan, all overdraft terms will be subject to the terms and conditions of the applicable overdraft transfer agreement and disclosures with the Credit Union. You are required to repay all money borrowed, including all applicable late charges, finance charges, and fees assessed to advanced funds and/or unpaid amounts, and in accordance with the agreement and disclosure terms. The overdraft transfer plan and agreement can help you avoid excessive overdrafts and returned items by paying items that may otherwise incur other fees and charges. For a better understanding of the Credit Union's fees and charges for the various services, please refer to the Credit Union's Fee Schedule.

Revoking Overdraft Transfers: The Credit Union reserves the right and option to terminate overdraft transfer services (including any agreement) with you at any time with or without prior notice to you. The account owner may terminate the overdraft transfer plan for linked accounts (including open-end loans) by contacting the Credit Union at any one of our branch locations or by calling our Member Service Center at 405-732-0324 or 1-800-456-4828. Cancellation of the overdraft transfer services will be effective after the date the Credit Union is notified and has a reasonable amount of time to process the termination request. Regardless of any termination or cancellation of the overdraft transfer privilege, the Credit Union may continue applicable nightly transfer sweeps on your accounts as described in these Terms.

NIGHTLY TRANSFER SWEEPS - Regardless of your option to have overdraft transfer privileges on your account, if on a nightly basis, your account has a negative balance, due to overdrafts, fees, charges, returns, charge-offs, chargebacks, or other items or transactions, you authorize the Credit Union to sweep (transfer) available funds from any of your account(s) with us (excluding individual retirement accounts ("IRAs") and share certificate accounts) to cover, in whole or in part, the amount of the negative balance in any one or more of your other account(s). Such nightly transfers will be made even if your other positive balance accounts/sub-accounts do not have enough available money to cover the entire negative balance in your account. We will attempt not to transfer available funds beyond the required minimum balance(s)

of your other accounts. You understand and agree that we have the right under these Terms to transfer and offset available funds to any of your negative balance account(s) from any of your other account(s) with us (excluding IRAs and share certificates) to cover overdrafts and negative balances, including account(s) upon which you are a joint owner, up to the amount of your negative available balance.

OVERDRAFT COVERAGE - Your option to use the Credit Union's overdraft coverage program allows you to authorize the Credit Union to pay a transaction on your account, even if it causes the account to become overdrawn and/or cause a negative available balance. Overdraft coverage provides you an added layer of safety, in addition to any pre-authorized overdraft transfer plan or other overdraft protection you have agreed to with us. Should you accidentally write checks, negotiate any items, make withdrawals, transfer funds to another account, or perform an ATM/ITM transaction or MoneyPlus™ Visa® debit card withdrawal, transfer, or purchase transaction for more than the available amount of money you have in your account, and/or overdraft transfer accounts (i.e., line of credit, share / savings, or Command Fund/Premium Plus accounts), overdraft coverage is authorization from you to allow us to pay the item on your behalf up to your personalized overdraft coverage limit and collect from you applicable amounts, fees, and assessments. **Your pre-authorized overdraft transfers, if any (see the sections on "Overdraft Transfers" and "Nightly Transfer Sweeps") will be exhausted before overdraft coverage will be invoked to pay any of these transactions.**

If you overdraw your account, we may pay each item up to an account overdraft coverage limit, which is generally as follows:

- New accounts, except for Everyday Spending Accounts, will be given a limit of \$100.00.
- Heritage Club Checking Accounts, Click Checking Accounts, and Classic Checking Accounts open one hundred and eighty (180) days or more in good standing will receive a personalized overdraft coverage limit which will be determined based on your account history and deposit activity, at which time you will be notified of the limit. We limit the overdraft coverage program to one account per member. Your personalized limit could be adjusted, and you will be notified in the event of any changes.
- Overdraft coverage is not available on Everyday Spending Accounts.

*The foregoing limits are also subject to the Credit Union's aggregate limitations.

Agreeing to have overdraft coverage on your account(s) and authorizing us to pay items on your behalf may help you reduce some fees and charges, which may otherwise be imposed by third parties. The Credit Union will charge to your account an overdraft coverage fee of \$20.00 on each and every overdraft item and/or overdraft transaction presented and that you incur and paid by us within the overdraft coverage limit. The Credit Union may, at its option, waive overdraft coverage fees if the overdraft causes your account to be overdrawn \$5.00 or less. There is a \$120.00 daily limit on the total overdraft coverage fees we may charge you per all overdrafts presented and incurred by you daily and paid by us for your account(s). The overdraft coverage limit (based on your account status and your personalized limits) includes the item amount paid and the fees we may charge per each overdraft item presented to the Credit Union for payment. For example:

- If you overdraw your account by \$250.00 in a *single* transaction, we may pay the transaction, charge you a \$20.00 fee, and count \$270.00 (\$250.00 + \$20.00) against your applicable overdraft coverage limit; or
- If you overdraw your account by \$250.00 in a series of five transactions, we may pay each of the five transactions (regardless of presentment type) and charge you a \$20.00 fee for each of the five transactions in the series of overdrafts (e.g., 5 x \$20.00 = \$100.00), and count \$350.00 (\$250.00 + \$100.00) against your applicable overdraft coverage limit.

It is important for you to know how much money you have in your account (both the actual and available balance – see the "Understanding and Avoiding Overdraft and Nonsufficient Funds (NSF) Fees" section) and to closely monitor your account to avoid overdraft fees, non-sufficient available fund fees, and other fees and charges. The Credit Union reserves the right to suspend and/or permanently remove your overdraft coverage services and privileges at any time for any reason. If we return an item because there is not enough available money in your account and the amount is outside of your applicable overdraft coverage limit, then you may incur an insufficient (or non-sufficient) funds ("NSF") fee. This NSF fee occurs when there is not enough available money (or non-sufficient available funds for use) in your account to pay and cover the transaction and (i) overdraft protection options are not available, (ii) overdraft protection (overdraft transfer or overdraft coverage) is not selected by you, or (iii) when you have exceeded your applicable overdraft coverage limit. If we pay an item when there is not enough available money in your account to cover your transaction, a per-item fee of \$20.00 (beginning with a negative balance of \$5.01, up to the daily limit of \$120) may be charged to your account as an overdraft coverage item fee, as set forth in the Credit Union Fee Schedule. Please see the section entitled "Understanding and Avoiding Overdraft and Nonsufficient Funds (NSF) Fees" for details as to how transactions are posted and the order in which the transactions are posted. We have no obligation to pay any item(s) presented for payment or to pay any transactions, if the account does not contain enough available money to cover the amount of each of the items and/or transactions presented for payment on your account (regardless of how presented, negotiated, or re-presented). At our sole discretion and in accordance with Applicable Law, we may pay the overdraft items, if the following conditions are true:

- If you maintain all of your TFCU accounts (including any loan accounts) with the Credit Union in good standing, defined as (a) making deposits sufficient (i.e., enough available money) to cover all transactions (regardless of how presented or if represented), (b) bringing the account to a positive available balance and keeping the account with a positive available balance for at least one (1) full overnight business day (night) processing, and at least once every thirty (30) calendar days (or statement cycle), (c) paying debts, fees, charges, and payments (as applicable) when due, and (d) having no legal orders or proceedings outstanding or holds on your account; and
- For ATM and one-time MoneyPlus™ Visa® debit card transactions against your share draft / checking account, such items will be paid and transactions covered, only if you have “opted in” to the overdraft coverage and payment of these types of transactions (see “Opt-in Overdraft Rights for ATM and MoneyPlus™ Visa® debit card” below).

We may notify you for transactions paid on your behalf and/or for any fees charged to your account for the payment of all items and transactions, including overdraft and NSF transactions or for any returned items, by any reasonable means, including electronically, account alerts, email, and/or text notices (subject to applicable consent for you to receive notices from us in an electronic format). We may pay items and transactions presented on your account, which may cause the amount of available funds in your account to go to a negative balance (subject to these Terms). Account owners are responsible for making sure there is enough available money in applicable accounts to cover each and every item and transactions presented for payment on the account, including fees, charges, and other assessments against the account, which includes making a deposit to the account which is sufficient enough to cover each and every item, transaction, and assessment. The overdraft coverage plan is considered a privilege and the Credit Union reserves the right to refuse to pay any overdrafts and charge a fee, with or without notification to you regardless of the status of your account.

If we pay an overdraft transaction on any of your accounts, with more than one (1) owner listed on the account agreement, all account owners are jointly and severally liable for each overdraft, plus all applicable fees and charges. Collection steps will be taken on accounts whose negative available balances exceed thirty (30) calendar days. You are liable to us to repay the Credit Union for all overdrafts, transactions, and return items and fees incurred on your account, regardless of whom or how the overdrafts, transactions, or return occurred. Failure to pay and/or reimburse the Credit Union will result in us transferring or offsetting funds from any of the account owners positive balance accounts against the negative available balance account(s) and/or pursuing collection actions against owners of the account, to which the account owners will be responsible for all such collection expenses and costs incurred by the Credit Union. We have the right to take all necessary actions on your accounts to limit, restrict, convert, suspend, and/or close your account, with or without notice to you, for excessive overdrafts, fee assessments, illicit activity, and/or non-sufficient available funds (i.e., not enough available funds in your account to cover each and every item and transaction presented) activity on your account. We also have the right to report such excessive negative activity, missed payments, and other negative available balance issues on your account to applicable consumer reporting agencies in accordance with applicable policies, procedures, disclosures, these Terms, and Applicable Law and without any liability to you or any other persons or parties.

Overdraft coverage is a non-contractual courtesy that is available to accounts in good standing for personal use. We may terminate or suspend the overdraft coverage service at any time with or without prior notice to you. In no event will any suspension, revocation, or termination of the overdraft protection services relieve you of your obligation to repay any negative account balance, overdraft fees, NSF fees, collection costs, and/or attorneys' fees, if any, pursuant to these Terms and Applicable Law. We may delay enforcing any of our rights under these Terms or the overdraft coverage services without giving up or waiving any such right to later enforce such right.

We retain the right to refuse to pay any overdraft item at any time, even though we may have previously paid such similar overdraft items. Notwithstanding anything to the contrary, we have no obligation to inform you before paying an overdraft item on your behalf, when you do not have enough available money (i.e., available balance) in your account, or before returning and charging back an item to your account and charging you a fee. The amount and charges associated with all overdraft items presented to the Credit Union for payment, including applicable fees, are due and payable on demand. You are required to immediately deposit enough money in your account(s) to cover your transactions and items presented for payment on your account, including overdraft items and related fees (e.g., NSF fees, overdraft fees, etc.). (Your account must have a positive available balance at least every thirty (30) days within your applicable statement cycle to avoid account restrictions or loss of services.) The Credit Union reserves the right to offset any amounts due the Credit Union from any related, linked, or jointly owned accounts, in accordance with the Credit Union policies, procedures, disclosures, these Terms, and Applicable Law.

Revoking Overdraft Coverage: You may revoke overdraft coverage services at any time by (i) writing to us at Tinker Federal Credit Union Attention: Member Service Center – Operations “Overdraft Coverage Revocation,” P.O. Box 45750, Tinker AFB, Oklahoma 73145, (ii) calling our Member Service Center at (405) 732-0324 or 1-800-456-4828, or (iii) visiting us at a Credit Union branch location and authorizing your request in writing. We may request your revocation request be put in writing. You may cancel overdraft coverage entirely, which means no transaction that overdraws your share draft / checking account will be paid. However, once the overdraft coverage service is removed, if an item is presented for payment or a transaction presented, and there are not enough available funds in your account, the item will be returned

to the payee or transaction denied, and the Credit Union NSF per-item fee (for each item or transaction presented and not paid due to non-sufficient available funds - per our Fee Schedule) will be charged to your account.

OPT-IN OVERDRAFT RIGHTS FOR ATM AND MONEYPLUS™ VISA® DEBIT CARD - U.S. federal regulations require that you make a conscious decision about opting in for overdraft coverage for two specific types of transactions on your share draft/checking account; such transactions are ATM withdrawals/transfers and one-time MoneyPlus™ Visa® debit card transactions. When you obtain an ATM card or MoneyPlus™ Visa debit card, we will ask you if you want to “opt in” to overdraft coverage protection for these types of transactions. If you opt in, we may pay these types of transactions in accordance with the overdraft protection (including overdraft transfer and overdraft coverage) provisions stated in these Terms. If you do not opt in, your ATM withdrawals/transfers and MoneyPlus™ Visa debit card transactions will be declined when you do not have enough available money (i.e., sufficient available funds) in your account to cover the requested or presented transaction. If you opt in for overdraft coverage, we may pay the overdraft withdrawal, transaction, or item, rather than decline the transaction(s), and we will charge an overdraft coverage fee in accordance with the Credit Union Fee Schedule for each and every transaction we pay on your behalf, up to the limitations in these Terms. You understand and agree that your written consent is required for us to provide you with overdraft coverage for your ATM card and MoneyPlus™ Visa debit card transactions. Your decision to opt in for the overdraft coverage services does not guarantee that we will always pay every transaction when you do not have enough money in your account to cover your transactions. We encourage you to record and track all of your transactions closely to confirm that you have enough available money in your account and any linked accounts to cover all of your ATM card or MoneyPlus™ Visa debit card transactions. You have the right to revoke your previous opt-in of overdraft coverage authorization for us to pay your ATM card and MoneyPlus™ Visa debit card transactions at any time by providing us with your instruction at any one of our Credit Union branches, by calling our Member Service Center at 405-732-0324 or 1-800-456-4828, or by writing to us at Tinker Federal Credit Union Attention: Member Service Center – Operations “Overdraft Coverage Revocation,” P.O. Box 45750, Tinker AFB, Oklahoma 73145.

SUB-ACCOUNTS - The Credit Union primary share account may have additional transactional and non-transactional share accounts (and other accounts and products) under the primary share account. The accounts that fall under the primary share account may be referred to as “sub-accounts” and may consist of a checking, money market, savings, or other types of accounts offered by the Credit Union (i.e., share draft account, Command Fund account, share certificates, etc.). Generally, certain savings related type accounts hold funds not routinely needed to pay debits or conduct transactions on a daily or other frequently needed basis. Under Applicable Law there may be restrictions on withdrawals and transfers from such non-transactional type accounts. Transactional related accounts are made to handle your day to day consumer and transaction needs. As part of our services, we may periodically transfer funds between these sub- accounts to cover your transactions based upon the services you select and our rights. Sub-accounts may be dividend bearing and some may be non-dividend bearing. The Credit Union has an obligation to report interest / dividend earnings on your applicable accounts. Your primary share account and sub-account deposited funds are federally insured by the National Credit Union Administration (“NCUA”). How your Credit Union accounts are structured as a primary account or as a sub-account will not affect your actual (ledger) balance, your available balance, or the dividend you may earn on individual product types. The structure of accounts is how credit unions report accounts and balances as part of an aggregate total to the Federal Reserve Bank of Kansas City (“FRB”). It is the type of account (i.e., checking, savings, money market, command fund, share certificate, etc.) that determines your dividend eligibility.

ACCOUNT ACCESS - Your acknowledgement and acceptance of these Terms authorizes your account and account access. We will not be liable for refusing to honor any item, transaction, or instruction if we believe that any authorization is not genuine or has the appearance of being fraudulent. If you have authorized the use of a facsimile or electronic signature on checks, drafts, or other transactions, we may honor any such check, draft, item, or transaction that appears to bear your authorized signature or authority, even if it is made by an unauthorized person. You will be allowed to transact items on your account pursuant to these Terms; however, we may return as unpaid any item drawn on a form not acceptable to us without incurring any liability and you are responsible for any loss incurred by us in handling such an item. Your account usage and access must comply with these Terms and Applicable Law and you are responsible for all transactions and items presented on your account, unless you promptly notify us of a disputed item or any suspected fraud on your account.

UNSIGNED SHARE DRAFTS/CHECKS/ITEMS - You acknowledge and agree that we shall not be liable for any loss, demands, or costs as a result of making payment on an unsigned check, item, preauthorized debit, or other debit which appears to be valid, unless the instrument(s) is promptly reported to us as disputed, lost, or stolen and we are given sufficient time to process such notification. If the item has processed and settled we may not be able to recover the item or amount and we will have no liability to you for any such item or loss.

LOST OR STOLEN SHARE DRAFTS/CHECKS/CARDS - It is your responsibility to safeguard your account information, blank checks, ATM cards and MoneyPlus™ Visa® debit cards, and other personal information or account information and to promptly report any misplaced, stolen, or lost checks, cards, or other personally identifiable information on your account. To report any such loss, please promptly visit and notify any Credit Union branch office or call our Member Service Center

at (405) 732-0324 or 1-800-456-4828 immediately. We will attempt to place a stop payment on all outstanding or pending items, lock down your account, or otherwise close your account or disable your cards and open a new account for you or re-issue a new card to you, upon your authorization. Our ability to help lock down your account, issue stop payments, and take other actions to mitigate damages depends on your promptness to notify us and provide all relevant information reasonably necessary.

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

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

VERIFICATION OF FUNDS - You acknowledge and agree that we are authorized to verify the availability of funds in your accounts, when contacted by payees or endorers of items you have issued on your account.

ELECTRONIC SERVICES - You may obtain electronic account information and services through (i) our audio response Command Center, accessible through a touch tone telephone; (ii) our online Internet banking system and/or mobile banking platform and application; and/or (iii) other electronic, on-demand systems we may make available from time to time, upon your agreement to other terms, disclosures, and conditions for use of such systems. The Command Center services may be accessed by using your account number and your Credit Union personal identification number ("PIN"). The online Internet banking or mobile banking platform services may be accessed by using your account number and/or user name selected by you, your password, and other authentication or security requirements. By agreeing to these Terms and other disclosures and agreements, you authorize us to permit access to your account through certain devices to you and individuals you designate. You understand that you are responsible for the safekeeping and maintaining the confidentiality of your account information, user names, passwords, PIN, and other authentication and security questions or access information. Your security credentials are confidential to you and you should not share your account information, credentials, or other confidential information with any unauthorized persons. Your security credentials (i.e., passwords, PIN, user ids, and security information) are not transferable and you will be fully responsible for any access whatsoever to your account using your assigned user name, password, PIN, security questions, authentication, or other security information and you further agree that any transactions on or against your account conducted by a person to whom you have shared your security information with or who accesses your account, using your security credentials (e.g., user id, PIN, password, card, or personal information), will be considered an authorized transaction by you, to which you are fully responsible. For additional information on your responsibility, review the Credit Union's Electronic Fund Transfer - "Your Rights and Responsibilities" disclosure. Electronic access to your accounts and information online or otherwise, may be revoked, changed, suspended, or discontinued at any time at the Credit Union's discretion, with or without notice to you. We may deny access in the event of any suspected fraud on your account and we shall not incur any liability for such denial of access. We further reserve the right to implement, modify, or make changes to any fees or charges for use of the online electronic services and/or inquiries with advance notice to you pursuant to these Terms, other applicable terms or disclosures, and Applicable Law.

You understand that transactions are posted to your account(s) at the time they are made or presented, unless they are made after the Credit Union's close of business, on a Sunday, or on a holiday, in which case they may not appear on your account until the next business day that the Credit Union is open for business. Our electronic services are generally available twenty-four (24) hours a day, seven (7) days a week, with the exception of those times when emergency or scheduled system maintenance is being done, or when we are experiencing equipment, system, provider, or telecommunications failures or interruptions of service by payment networks, service providers, or an exception applies as specifically stated in the "Liability For Failure To Make Transfers" Section of the Electronic Fund Transfer - "Your Rights and Responsibilities" disclosure, which has been made available to you or available upon request. As part of your agreement with the Credit Union you will receive or be provided access to the Electronic Fund Transfer disclosures and disclosure terms are incorporated into these Terms by reference. You understand the total dollar amount of transactions via the electronic systems and services are subject to all limits set by us, sufficient verified funds (i.e., enough money as settled to the account), and other requirements to process your transaction in accordance with your instructions and these

Terms. The Credit Union shall not be liable or responsible to you or any third parties for any failure, delay, or other disruption to timely process any item and/or transaction based on suspected fraud, system down-time, scheduled maintenance, equipment failures, provider interruptions, communication or connectivity failures, or other causes outside of the control of the Credit Union.

MONEYPLUS™ VISA® DEBIT CARDS/ATM CARDS - Depending on whether you are at an automated teller machine ("ATM") or an interactive teller machine ("ITM") owned and proprietary to TFCU, or an ATM or ITM that is operated by a third party and non-proprietary to TFCU the functionality of the machine may vary. Generally, ATM cards can be used to make cash withdrawals, transfers, balance inquiries, deposits (ATM/ITM deposits are accepted only at ATMs or ITMs within the state of Oklahoma), and other allowable transactions at an ATM or ITM and using your personal identifiable number ("PIN"). MoneyPlus™ Visa® debit cards are used the same as an ATM card, as described above, or as a debit card transaction to pay for goods and services by presenting the card and signing a receipt, authorizing the transaction or other point of sale transaction. In addition, you have the flexibility of conducting a debit transaction (card and PIN) for purchases and to receive cash back from participating merchants. By accepting an ATM card or MoneyPlus™ Visa debit card from us, you acknowledge receipt of the Electronic Fund Transfer – "Your Rights and Responsibilities" disclosure and all of the terms of the said disclosure statement are incorporated herein by reference. You also agree to the following stipulations:

- You must be eligible and agree to be bound by these Terms to maintain a checking / share draft account with us to receive an ATM card or MoneyPlus™ Visa debit card.
- Single ownership accounts will receive one ATM card or MoneyPlus™ Visa debit card; joint accounts can each receive an ATM card or MoneyPlus™ Visa debit card in the name of each joint account holder, if requested.

Each person receiving an ATM card or MoneyPlus™ Visa debit card is responsible for all transactions made using the ATM card or MoneyPlus™ Visa debit card assigned and protecting such ATM card or MoneyPlus™ Visa debit card from unauthorized use. If the ATM card or MoneyPlus™ Visa debit card holder allows another person to use their card, they remain responsible and liable for any and all transactions, including applicable fees and charges. If you make a purchase and your transaction settles through a merchant (including a non-U.S. website) operating outside of the continental United States, then your account may be charged with the applicable currency conversion rate (i.e., the foreign exchange rate to convert foreign currency to U.S. dollars for purposes of the transaction) and an international service assessment fee as part of the transaction as described on the Credit Union Fee Schedule. You are responsible for knowing the merchants and the location of the merchants from which you make purchases and transactions. You are responsible for keeping your contact information updated for purposes of and use of your ATM card or MoneyPlus™ Visa debit card. By having and using your MoneyPlus™ Visa debit card you understand and agree to Visa account updater and Visa automatic billing updater services, which automatically updates your information based on your card transactions and card information to avoid disruptions in your transactions and payments.

INACTIVE ACCOUNTS - If the balance of your primary account (or any of your other accounts or sub-accounts with us) falls below the applicable minimum balance requirements or the balance is and remains negative, and you have not made a deposit or had any transactions on the account(s) for a period of six (6) consecutive months or more, then we may charge-off, collapse all negative and inactive accounts into the one primary share account, and close all of your accounts (including the primary share account and any other sub-accounts under the primary share account with the same account number identifier). Applicable inactivity fees may be assessed and cause your account balance to go to zero or even negative. In other words, if your accounts remain inactive or we charge-off your accounts, then we can classify your account as inactive and close them. In addition to the foregoing information, if you have not made a deposit to your account or have not had any transactions on your account for six (6) consecutive months or more, then we can assess a monthly service fee/charge for such inactivity, as set forth in the Fee Schedule. If your account remains inactive and fees continue to assess, which takes your account balance to zero or negative, then we reserve the right to charge-off and close your account for inactivity without any liability on our part. The foregoing rights of the Credit Union to charge-off, collapse all your underlying or sub-accounts into the primary share account, and close your accounts (including your primary share account), for inactivity is in addition to our right to restrict any or all of the account services at any time for inactivity, abuse of services provided, collection of debts and amounts owed to us, or as otherwise provided in these Terms or Applicable Law. Regardless of any charge-off, inactivity, and closure of your account, the Credit Union still has the right to use reasonable efforts to collect for all debts and amounts due to the Credit Union, including the right to report non-payment to applicable credit or consumer reporting agencies. If an account is closed, then no further transactions will be allowed to be processed or settled on the account.

DORMANT ACCOUNTS/UNCLAIMED PROPERTY - In addition to the Credit Union's inactive account rights, the Credit Union may take the following action. Accounts with no activity for a long period of time will be reviewed periodically. If you have an available balance in your share/savings account(s) and you have not caused or made any transactions over an extended period of time of more than two (2) years (730 days or more), during which time we have been unable to contact you by regular mail (or otherwise pursuant to our notice rights and policies), we will cease trying to contact you and may classify your account as a dormant account. To the extent allowed by Applicable Law, if an account is deemed dormant

and the account assets are determined to be abandoned under the laws of the state then the Credit Union may follow the Applicable Law escheatment process and turn the funds over to the applicable state agency or other Applicable Laws (including other state escheatment laws, as applicable in the Credit Union's discretion). As part of the process of classifying an account as dormant, we reserve the right to transfer the account funds to an account payable and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other reasonable contact with you within a period specified by Applicable Law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with Applicable Laws. Once the funds in the dormant account have been turned over to the state, we have no further liability whatsoever to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency and follow Applicable Law procedures.

CHOICE OF LAW - Except as described in the arbitration section of these Terms, any and all claims, disputes, proceedings, and allegations excluded from arbitration and arising from your account relationship and these Terms, (including but not limited to self-help remedies, small claims, preserved provisional remedies, and other excluded or preserved claims and disputes) will be governed by the laws and statutes of the State of Oklahoma, without reference to Oklahoma's conflict of law provisions. If Oklahoma law and federal law are inconsistent, federal law will govern.

CLASS ACTION WAIVER - No member or accountholder may maintain or pursue against the Credit Union a class action, class-wide arbitration, or private attorney general action. Nor shall any class action, class-wide arbitration, or private attorney general action be pursued by a member against the Credit Union 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.

PLEASE READ THE INFORMATION BELOW CAREFULLY: IT WILL IMPACT HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED IN RECOGNITION OF THE FACT THAT THE CREDIT UNION IS OWNED BY YOU AND OTHER MEMBERS.

BINDING ARBITRATION OF CLAIMS AND DISPUTES

RESOLUTION OF DISPUTES BY ARBITRATION - THIS SECTION CONTAINS IMPORTANT INFORMATION REGARDING YOUR ACCOUNTS AND ALL RELATED SERVICES. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES MAY BE MORE LIMITED THAN RULES APPLICABLE IN COURT.

Agreement to Arbitrate Disputes: Either You or We may choose, without the other's consent, to require that any and all disputes between Us arising out of, affecting, or relating in any way to Your Deposit Accounts or the products or services related to Your Deposit Accounts or any aspect of Your relationship with Us be resolved through binding arbitration, except for those disputes specifically excluded below.

No Class Action or Joinder of Parties: YOU ACKNOWLEDGE THAT YOU AND WE AGREE THAT NO CLASS ACTION, CLASS-WIDE ARBITRATION, OR PRIVATE ATTORNEY GENERAL ACTION 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.

Disputes Covered by Arbitration: YOU ACKNOWLEDGE THAT IN ARBITRATION, THERE WILL BE NO RIGHT TO A JURY TRIAL. Unless otherwise provided herein, any claim or dispute relating to or arising out of Your Deposit Accounts or the services related to Your Deposit Accounts or our relationship will be subject to arbitration, regardless of whether that dispute or the facts underlying or giving rise to that dispute arose before or after Your receipt of this notice. Disputes include claims made as part of a class action, private attorney general, or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. Disputes also include claims relating to this arbitration agreement's enforceability, validity, scope, or interpretation. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration agreement in the broadest way the law will allow it to be enforced.

All disputes are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. Disputes include any unresolved claims concerning any services related in any way to Your Deposit Accounts. Disputes include not only claims made directly by You, but also made by anyone connected with You or claiming through You, such as a joint account holder, account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Disputes include not only claims that relate directly to the Credit Union, but also to its parent, affiliates, successors, assignees, employees, and agents, and claims for which We may be directly or indirectly liable, even if We are not correctly named at the time the claim is made. Disputes include claims based on any theory of law, contract, statute, regulation, tort (including fraud or any intentional tort), or any other

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legal or equitable grounds and include claims asserted as counterclaims, crossclaims, third-party claims, interpleaders, or otherwise; and claims made independently or with other claims. If a party initiates a proceeding in court regarding a claim or dispute which is included or provided for under this arbitration agreement, the other party may elect to proceed in arbitration pursuant to this arbitration agreement.

Disputes Excluded from Arbitration: Disputes filed by You or by Us individually in a small claims court are not subject to arbitration so long as the dispute remains in such court and advances only an individual (non-class, non-representative) claim for relief. However, if a matter in small claims court is removed, transferred, or appealed to a non-small claims court, that claim shall be subject to this arbitration agreement. Claims or disputes arising from your status as a borrower under any loan agreement with the Credit Union are also excluded from this particular arbitration agreement but shall remain subject to any other applicable arbitration provision contained in any other agreement governing or applicable to such loan or indebtedness.

Right to Resort to Provisional Remedies Preserved: Nothing herein shall be deemed to limit or constrain Our right to resort to self-help remedies, such as the right of set-off or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien rights We may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that You or We may elect to arbitrate any dispute related to such provisional remedies.

Mediation Requirement Prior to Filing a Claim in Arbitration: Prior to either party filing a claim in arbitration and as a necessary condition precedent before bringing a claim in arbitration, You or We must first send a written demand by US Mail to the other party at Our street address set forth below or at Your last street address or email address on record. The demand should briefly describe the nature of the claim or dispute, and set forth the relief the claimant desires, including the amount of any monetary damages sought, if any.

For a minimum of 60 days before any claim may be filed in arbitration, the parties must then attempt in good faith to use their best efforts to resolve the dispute. The 60 day time period may be extended by the mutual agreement of the parties. During this time period, both parties agree to toll any applicable statute of limitations. Under no circumstances may either party make a claim in arbitration against the other party prior to the completion of the pre-arbitration time period.

Within the first 30 days of the pre-arbitration time period, the parties or their counsel must make a good faith effort to confer at least once by phone, in person, or by videoconference at a mutually convenient date and time to discuss the claim and its potential resolution.

If You or We fail to follow the procedures set forth above requiring mediation prior to bringing a claim in arbitration, then the responding party may bring a claim in the same arbitration proceeding against the other party for breach of this provision.

Commencing an Arbitration: The arbitration must be either conducted by a neutral arbitrator selected by agreement of the parties, or filed at JAMS, at the contact information below or as it may subsequently be amended, and follow its rules and procedures for initiating and pursuing an arbitration, specifically including the JAMS Mass Arbitration Procedures and Guidelines, in effect on the date the arbitration claim is filed.

JAMS

1-800-352-5267 (toll-free) www.jamsadr.com

If We initiate the arbitration, We will notify You in writing at Your last known street or email address on file. You may obtain a copy of the arbitration rules and additional information about initiating an arbitration by contacting JAMS.

If You initiate the arbitration, You must notify Us in writing at:

Tinker Federal Credit Union,

Attention: Legal Department

P.O Box 45750, Tinker AFB, OK 73145

The arbitration shall be conducted in the same city as the U.S. District Court closest to Your home address unless the parties mutually agree to a different location in writing.

Administration of Arbitration: The arbitration shall be decided by a single, neutral arbitrator. The arbitrator will be either a lawyer with at least ten years' experience or a retired or former judge selected in accordance with the rules of the arbitration forum. The arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules and Procedures and, as applicable, Mass Arbitration Procedures and Guidelines in effect on the date the arbitration claim is filed or such other rules as to which the parties may agree. If there is a conflict between a particular provision of the JAMS Rules and this arbitration agreement, this arbitration agreement will control only to the extent of the inconsistency.

If JAMS is unable to or unwilling to handle the claim for any reason, then the matter shall be arbitrated by a single neutral arbitrator selected by agreement of the parties or, if the parties cannot agree, selected by a court on the petition of either party in accordance with the Federal Arbitration Act. The neutral arbitrator selected by the parties or the court shall apply the Federal Rules of Evidence and the Federal Rules of Civil Procedure concerning discovery, except that the class action

waiver contained herein is specifically enforceable notwithstanding any Federal Rules of Civil Procedure to the contrary. You understand and agree that the applicable rules and procedures in arbitration may limit the discovery available to You or Us. The arbitrator must take reasonable steps to protect customer account information and other confidential information if requested to do so by You or by Us. The arbitrator shall decide the dispute in accordance with applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, will honor claims of privilege recognized at law, and will be empowered to award only those damages or other relief provided for under applicable law. The arbitrator will not have the power to award relief to, or against, any person who is not a party to the arbitration other than, as allowed by law, a joint account holder or any entity in privity with either party as to the claim at issue. An award in arbitration shall determine the rights and obligations between the named parties or those in direct privity with the named parties only, and only in respect of the claims in arbitration, and shall not have any bearing on the rights and obligations of any other person other than those identified in the foregoing sentence, or on the resolution of any other dispute. You or We may choose to have a hearing and be represented by counsel. The decision rendered by the arbitrator shall be in writing. At Your or Our request, the arbitrator shall issue a written, reasoned decision following applicable law, and relief granted must be relief that could be granted by a court under applicable law. Judgment on the arbitration award may be entered by any court of competent jurisdiction.

Costs: If You initiate a claim for arbitration, You understand that You will be required to pay an initial filing fee in accordance with the rules of the arbitration forum or neutral. However, We will pay any other filing, administration, and arbitrator fees as imposed by the arbitration forum. Each party shall bear the fees or expense of their respective attorneys, experts, witnesses, and other expenses, regardless of who prevails, but a party may recover costs and expenses from another party if the arbitrator, applying applicable statutory law or contract terms, so determines. The arbitrator shall have no authority to award either party any attorney's fees absent any right to such fees pursuant to an applicable contract or statute.

The arbitrator's award shall be final and binding unless a party appeals it in writing to the arbitration forum within fifteen days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. The appeal must request a new arbitration before a panel of three neutral arbitrators selected in accordance with the rules of the same arbitration forum. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same manner as allocated before a single arbitrator. An award by the panel is final and binding on the parties after fifteen days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. A final and binding award is subject to judicial intervention or review only to the extent allowed under the Federal Arbitration Act or other applicable law. A party may seek to have a final and binding award entered as a judgment in any court having jurisdiction.

Governing Law: You and We agree that our relationship includes transactions involving interstate commerce and that this arbitration agreement is governed by, and enforceable under, the Federal Arbitration Act in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the nature or origin of the claim. To the extent state law is applicable, the laws of the State of Oklahoma shall apply.

Severability, Survival: This arbitration agreement shall survive (a) termination of, or changes to Your Deposit Accounts or any related services; (b) the bankruptcy of any party; and, (c) the transfer or assignment of Your Deposit Accounts or any related services. If the Class Action Waiver in this specific arbitration agreement is found to be unenforceable for any reason, then the remainder of this arbitration agreement shall also be unenforceable. If any provision in this arbitration agreement, other than the Class Action Waiver, is found to be unenforceable, then all other remaining provisions, of this agreement shall remain fully enforceable and effective. Notwithstanding anything in this arbitration agreement to the contrary, any amendment, abrogation or termination of this arbitration agreement by application of statute, or by administrative action or other operation of law, shall not apply to the claims that arise out of, affect or relate to conduct that occurred prior to the effective date of such amendment, abrogation or termination.

Right to Reject this Arbitration Agreement: You have the right to opt out of this agreement to arbitrate if You opt out within 30 days after You have opened or joined Your first Account with Us, either as a member or as a joint account holder. However, if We sent or offered You this or any version of an agreement to arbitrate for the first time after Your first Account was opened, You must opt out within 30 days after We sent our notice and the agreement. To opt-out, send Us written notice as follows: (i) Your written notice must include Your name, as listed on Your Account, Your Account Number, and a statement that You reject this agreement to arbitrate, and, (ii) You must send Your written notice to Us at the following address: Tinker Federal Credit Union, Attention: Arbitration Opt-Out P.O. Box 45750, Tinker AFB, Oklahoma 73145.

EFFECTIVE DATE OF THESE TERMS - These Terms are effective upon acceptance and/or receipt by you, but in any case no later than thirty (30) days of us providing you access to these Terms or us sending a notice of change in Terms to you, or as we may otherwise communicate to you in writing. Your continued use of your accounts, our products, and our services or the processing of any transactions on your account(s) constitutes your acceptance of these Terms and any change in the Terms and Conditions of Your Account.