



CHANGE IN TERMS - Effective July 31, 2025

Effective July 31, 2025 we are retiring the My Reward Savings account and migrating all accounts to Secondary Savings accounts. Please see below for an itemized list of changes. The entirety of our terms and conditions can be found by visiting www.MetroCU.org or by visiting your local branch. You are not required to take any action to adopt these new terms and conditions; your continued membership as of July 31, 2025, constitutes acceptance of these terms and conditions.

Should you have any questions, please do not hesitate to contact us at 877.MY.METRO (696.3876) or visit MetroCU.org.

My Reward Savings – change to Secondary Savings		
<i>Fee or Account Term</i>	<i>My Reward Savings</i>	<i>Secondary Savings</i>
Monthly Maintenance Fee	\$0.00	\$0.00
Minimum Balance Required	\$0.00	\$0.00
Rates	Variable	Variable

Features like premium rates on Membership Savings are offered as part of Metro Checking, our newest account offering. Should you wish to explore Metro Checking in order to take advantage of those features or get information on current rates, you may contact us via our digital branch at www.MetroCU.org, submit a secure message after logging into iBanking, visit a local branch, or call 877.MY.METRO (696.3876) to speak with an agent.

**Eligibility criteria for Metro Checking accountholders:*

Provided you meet three of the following criteria each month you may be eligible for a higher rate on your Membership Savings Account as outlined in our Rates. Qualifying transactions must post and clear by the last business day of the month.

- eCommunications opt in*
- Direct Deposit of at least \$500.00 per month into your Metro Checking Account*
- Debt Card Purchases at least 5 time per month (each transaction must be for \$1.00 or more)*
- Active Metro loan (includes credit card or student loan)*
- Average monthly balance greater than \$5,000.00 in your Metro Checking Account*

MEMBERSHIP ACCOUNT AGREEMENT

DEFINITIONS. Throughout this Agreement, these terms have the following meaning:

- "You," "your," "account owner," and "party" refer to the depositor named on the account.
- "We," "our," and "us" refer to the financial institution.
- "Accounts" refers to any and all financial accounts that you hold or are a party to, including but not limited to deposit accounts and loan accounts.
- The acronym "NOW" means Negotiable Order of Withdrawal.
- "Item" or "items," as defined by Article 4 of the Uniform Commercial Code (UCC), means an instrument or a promise or order to pay money handled by a financial institution for collection or payment. The term includes a check but does not include a payment order governed by Article 4A of the UCC or a credit or debit card slip. The term includes a "check" or "checks." The terms "check" and "checks" represent share drafts or checks.
- "Debit transactions," "debit," or "debits" refer to funds that are taken out of your account. Common types of debits may include: checks or drafts that you have written, ACH payments, wire transfers, PIN-based debit card transactions, and signature-based debit card transactions.
- "Credit transactions," "credit," or "credits" refer to deposits of funds into your account. Common types of credits include: cash deposits, direct deposits, check deposits, and ACH and wire transfers made payable to you. Credits are generally added to your account and are made available to you in accordance with our funds availability schedule.

DEAR CREDIT UNION MEMBER:

If you sign your membership application or continue to have an account with us, you agree to these terms and conditions, our bylaws and any amendments thereto. Your account is also governed by applicable laws, as well as other documents applicable to your account, including the Truth in Savings Account Disclosure, Privacy Policy, Funds Availability Policy and/or Electronic Fund Transfer (Agreement and) Disclosure ("Disclosures"), which are incorporated by reference.

1. Membership Eligibility. To join the credit union, you must meet the membership requirements, which may include the purchase and maintenance of the minimum required share(s) (\$5.00) (hereinafter membership share), as set forth in our bylaws.

2. Authorization to Obtain Information. You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit and consumer reporting agencies, to verify your eligibility for the account, products and services you request and for other accounts, products, or services we may offer you or for which you may qualify.

3. Funds Deposited. Deposits may be made in person, by mail, or in another form and manner as agreed by us in our sole discretion. We are not responsible for transactions initiated by mail until we actually record them. We may refuse to accept particular share drafts/checks or other items as a credit to your account at our discretion. Any cash deposited will be credited to your account in accordance with this Agreement. Any other item that you deposit will be handled by us in accordance with our usual collection practices. If any item you deposit is returned unpaid, we will debit your account and adjust any dividends earned. You will, in any event, be liable to us for the amount of any share draft/check or other item you deposit to your account that is returned unpaid, plus our costs and expenses associated with the collection of all or part of such amount from you, including reasonable attorney fees. You understand you may not be able to withdraw funds until we have received final settlement for any item deposited. Any funds deposited on Saturdays, Sundays, Holidays, or after our cut-off hour on business days, will be credited to your account at the beginning of the next business day. Funds deposited may be subject to a service charge. Funds shall be handled in accordance with our Disclosures, which will control the banking day funds are deemed received by us and when they will be available for withdrawal.

4. Collection of Items Deposited. In receiving items for credit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse.

If we permit you to withdraw funds from your account before final settlement has been made for any item deposited, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any item deposited at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of items deposited or for any damages resulting from any of those actions.

5. Balance Requirements, Fees, Liability and Service Charges. You agree you are responsible for any fees, charges, balance, or balance/share requirements as stated in the Disclosures. We reserve the right to impose a service charge for cashing share drafts/checks or other items drawn on your account if the person cashing the share draft/check or other item is not a member of this credit union. This Agreement also includes your promise to be jointly and severally liable for any account deficit resulting from charges or overdrafts, together with any costs we incur to collect the deficit, including our collection costs and reasonable attorney fees, as allowed under governing law. You agree that at our option we may suspend your membership rights, except for the member's right to vote and maintain a share account, if you violate any of the terms of this Agreement.

6. Special Account Instructions. You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or provide us with other protection. We may require that account changes requested by any account owner, such as adding or closing an account or service, be evidenced by a signed document that evidences a change to an account and accepted by us. You and any surviving owner or beneficiary agree to indemnify and hold us harmless from any claim or liability asserted against us as a result of the disposition of funds in reliance on this Agreement and any account designations of yours.

7. Lien Impressments. We may at any time (without prior notice, except as prohibited by law) impress and enforce a lien on any part of your accounts by applying the funds in this account against any debt owed to us now or in the future, by any of you having the right of withdrawal. This right does not apply to this account if: (a) it is an IRA or a tax-deferred retirement account; (b) the debtor's right of withdrawal arises only in a representative capacity; or (c) any other restrictions are imposed by state or federal law. In addition, you grant to us a security interest in your deposit accounts to secure any debt you may owe us in any non-consumer transaction.

8. Claims. In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other order of court or other legal process ("Claim(s)"), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third-party(ies) any amount on deposit in your account(s) as set forth in and required by such Claim(s). If the account(s) is/are held jointly, we may place the hold, remove from the account(s) and/or remit the amounts from the account(s) arising from any Claim(s) relating to any one or more of the account holders. In addition, we may charge against your account(s) any fee authorized by law in connection with the Claim(s) or as otherwise set forth in the Disclosures. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

9. Pledges. Each owner of this account may pledge some or all of the funds in the account for any purpose to which we agree, unless we receive written notice from you of a different intention. Any pledge of this account must first be satisfied before the rights of any joint account survivor, payable on death beneficiary, or trust account beneficiary becomes effective. For example, if one joint tenant pledges the funds evidenced by this Agreement for a debt (i.e. uses it to secure debt) and then dies, (1) the surviving joint tenant's rights in this account do not take effect until the debt has been satisfied, and (2) the debt may be satisfied with the funds in this account.

10. Expenses. Any expenses arising from attachment, garnishment or levy of your account will be your responsibility. This obligation includes disputes between yourself and us involving the account and situations where we become involved in disputes between you and an authorized signer, another joint owner, or a third-party claiming an interest in the account. It also includes situations where you, an authorized signer, another joint owner, or a third-party takes action with respect to the account that causes us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute.

11. Financial Exploitation. As permitted by law, we may act or decline to act to prevent, stop, or mitigate financial exploitation of an adult. For example, we may (1) delay, decline, or place a hold on a transaction or disbursement involving the adult; (2) approve or deny other requests or modifications to the account, such as a transfer of funds, change in ownership, or change in beneficiaries; or (3) notify a third party of the financial exploitation.

We offer the option to name a trusted contact who may be notified in the event of suspected financial exploitation.

We will not be liable for the actions we take on the account if we acted in good faith and exercised reasonable care. For purposes of this section, "adult" means vulnerable adult, elder adult, senior adult, eligible adult, or other person as defined by applicable law.

12. Dormant/Inactive Accounts. You understand that if your account is dormant or inactive, you may be charged the fee specified in the Disclosures. You agree that we are relieved of all responsibility if your account balance is escheated in accordance with state law.

13. Individual Account. The named party in an individual account owns the account and may withdraw all or some of the account. On the death of the party, ownership passes as part of the party's estate.

14. Joint Accounts. If this is a joint account, we are authorized to recognize any of the signatures on the Membership Application in the payment of funds or the transaction of any business for this account. All shares are the property of the person(s) indicated on the account and we may release all or any part of the amount in the account to honor share drafts/checks, orders, or other items or withdrawals or requests from any person named on this account. Any person named on the account is liable for the amount of any overdraft fees regardless of whether he or she signed the item or benefited from the proceeds of the item. Upon receiving written notice from any person named on the account, we may freeze the account. The account may be frozen until we receive written notice, signed by all parties named in the account, as to the disposition of funds. We may use the funds to satisfy a debt or judgment of any person named on this account if ordered to do so by a court of law. The right or authority of the credit union under this paragraph shall not be changed or terminated by said owners, or any of them except by written notice to us which shall not affect transactions made before the notice becomes effective.

Joint accounts have the right of survivorship. On the death of one party to a joint account, all sums in the account on the death vest in and belong to the surviving party(ies) as his or her separate property and estate.

15. In Trust For Account. If the account is designated as an In Trust For account, you may change the named beneficiary at any time by written direction to us. Upon your death, or if there are two or more trustees, upon the death of the last trustee, the amount then on deposit together with the dividends may be paid to the beneficiary or to the beneficiary's legal representative. We will not release any funds, however, until all legal documents have been delivered to us. We will not be liable for any payments or withdrawals made in accordance with state law.

16. Custodial and Fiduciary Accounts. A fiduciary or custodial account is subject to applicable law as adopted by the state in which the account is opened. The documents that authorize the custodianship may be required for the account. An account opened under the Uniform Transfers to Minors Act must be opened in the name of a custodian "as custodian for (name of minor) under the Uniform Transfers to Minors Act". There may be only one custodian and one minor as beneficiary for each minor account.

17. Account For Minors. We may require any account established by a minor to be a joint account with an owner who has reached the age of majority under state law and who is jointly and severally liable to us for any returned item, overdraft, or unpaid amount on such account and for any related fees and charges. We may pay funds directly to the minor regardless of their age. Unless a parent or guardian is an account owner, the parent or guardian will not have access to the account. We have no duty to inquire about the use or purpose of any transaction except as required by applicable law. We may not change the account status when the minor reaches the age of majority unless the change is authorized in writing by all account owners.

18. Authorized Signer (Agent) Designation. Your named agent may make account transactions for you but has no ownership or rights at death unless named as an In Trust For beneficiary. If you have designated that the agent shall continue to have power after your disability or incapacity, the agent's authority survives your disability or incapacity. The agent may act for a disabled or incapacitated party until the authority of the agent is terminated. If you have noted that the agent shall not have power after your disability or incapacity, the agent's authority terminates upon your disability or incapacity. If you failed to

specify whether or not the agent's authority survives or instead terminates upon your disability or incapacity, the authority will be presumed to survive your disability or incapacity. Death of the sole party or last surviving party terminates the authority of the agent. We may continue to rely on the agency designation to the extent permitted by law, until we have proper notice of an event of termination and have had a reasonable period of time to act upon it.

19. Power of Attorney. If you wish to name another person to act as your attorney-in-fact or agent in connection with your account, we must approve the form of appointment if the credit union's Power of Attorney form is not used.

20. Direct Deposits. We may offer direct deposit services, including preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. If your account is overdrawn, you authorize us to deduct the amount of the overdraft from any deposit, including deposits of government payments or benefits. If we are required to reimburse the U.S. government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

21. Share Drafts/Checks. All negotiable paper ("share drafts/checks") presented to us must be in a format that can be processed and/or photographed. We may refuse to accept any share draft/check that does not meet this requirement. All endorsements placed on the reverse side on any share draft/check which you deposit to your account, must be placed so that they are on the left side of the share draft/check when looking at it from the front and must be placed so they do not go beyond an area located 1-1/2 inches from the left edge of the share draft/check when looking at it from the front. We may refuse to accept any share draft/check that does not meet this requirement, and if we do accept it, you will be completely responsible for any loss incurred by us which is premised on an endorsement not meeting this requirement, including reasonable attorney fees.

22. Electronic Share Drafts/Electronic Checks and Electronically-Created Items. Pursuant to Regulation CC, electronic share drafts/checks may be treated the same as paper share drafts/checks for share draft/check collection and processing purposes. See the Substitute Checks section for more information.

Electronically-created items ("ECI") are check-like items created in electronic form that never existed in paper form. For example, you set up automatic bill payments with us to pay your utility bill. From your account information, we create an ECI that is sent to your utility company for payment. An ECI cannot be used to create a substitute check since it never existed in paper form.

23. Non-Sufficient Funds and Overdrafts. If your account lacks sufficient funds to pay a debit transaction or item presented for payment as determined by your available account balance, we may (1) return the debit or item or (2) pay the debit or item at our discretion.

Available Balance. We use an available balance method to determine if there are sufficient funds in your account to pay a debit transaction or item and to assess non-sufficient funds and overdraft fees.

How We Decide to Pay a Debit or Item. The available balance reflects deposits and transactions that have been posted to your account and transactions that have not posted to your account, including the following: share drafts/checks you have written, if applicable; deposit holds; and holds on debit card transactions that have been authorized but not yet posted (i.e., preauthorization holds). These pending transactions and holds reduce your available balance. For example, you have \$100 in your account and a pending transaction of \$30. Your available balance is \$70 because the pending \$30 transaction reduces your available account balance.

How We Assess Fees. If there are insufficient funds to pay a debit transaction or item based on your available balance, we may either: 1) return the debit or item or 2) pay the debit or item at our discretion. We may charge you fees if we pay the debit or item on your behalf.

Pursuant to Nacha Operating Rules and Guidelines and other applicable laws, a debit or item may be presented for payment more than one time.

Overdrafts. If we pay the debit or item on your behalf, you will be responsible for the overdrawn balance, and we may charge you overdraft fees. As discussed above, subsequent pending transactions and holds impact your available balance, which may cause your account to become overdrawn and subject to overdraft fees. For example, you have \$100 in your account. You use your debit card at a gas station and a preauthorization hold of \$60 is placed on your account because the amount of the transaction is not known at the time of authorization even though your gas was only \$50. The authorization hold reduces your available account balance to \$40. You then spend \$50 on groceries. If we pay this debit on your behalf, you will be responsible for paying the overdrawn balance, and we may charge you overdraft fees.

Transactions are handled according to the following processing order policy: ATM and Point-of-Sale (POS) transactions are processed in real time as they occur. ACH (Automated Clearing House) transactions are processed in two steps: credits are applied first, followed by debits in the order they are presented to the credit union for processing. Checks are processed based on the order in which they are received, from the smallest to the largest dollar amount.

The order in which these transactions are processed is important. If your account does not have sufficient funds to cover the debits and credits in the order they are processed, we may charge you overdraft fees if we choose to pay a debit on your behalf. If applicable, overdrafts may be covered by our standard overdraft practice (Courtesy Pay/ODP) that comes with your account or an overdraft protection plan, such as a link to an account or a line of credit. As part of our offered standard overdraft practice, we do not authorize and pay overdrafts on ATM or everyday debit card transactions unless you request us to do so. Please refer to the Standard Overdraft Practices and Opt-In Notices for more information about overdrafts and our standard overdraft policies (Courtesy Pay Plus), if applicable, and refer to your Truth In Savings disclosure for more information about our overdraft privilege policy.

24. Processing Order. We will process debit and credit transactions in accordance with our processing order policy.

25. Stop Payments.

Stop Payments on Checks. If you request us to stop payment on a share draft/check you have written, you will give written or other confirmation as allowed by us within 14 days of making the request. If you fail to confirm an oral stop payment request within the 14 days, unless our policy provides otherwise, we reserve the right to cancel the request. Your stop payment request must describe the share draft/check or account with reasonable certainty and we must receive the request in a time and way that gives us a reasonable opportunity to act on it. A stop payment on a share draft/check you have written will remain in effect until the earlier of 1) six months or other time period not less than six months as specified in the Stop Payment Order, or 2) until we receive written revocation of the stop payment. If the

share draft/check on which a Stop Payment Order has been placed has not yet cleared or been returned to you by the payee, you may renew the Stop Payment Order for an additional six months by providing a request to us in a record or writing within the time period the Stop Payment Order is in effect. Our acceptance of a stop payment request does not constitute a representation by us that the share draft/check has not already been paid or that we have had a reasonable opportunity to act on the request. We may accept a stop payment request on lost or stolen share drafts/checks, whether a single share draft/check or series, unless our policy requires we open a new account for you to ensure your security. Written communication includes communication by electronic record.

Stop Payments on ACH Debits. A Stop Payment Order may be placed on either a one-time debit transfer or on a multiple debit entry transfer. If you request a Stop Payment Order on an Electronic Check Conversion or other one-time debit transfer, we must receive the request, orally or in a record or writing, in a period of time that provides us a reasonable opportunity to act on it prior to acting on the debit entry, otherwise the Stop Payment Order shall be of no effect. If you requested a stop payment on a multiple or future debit entry transfer, we must receive the Stop Payment Order, orally or in a record or writing, at least three business days before a scheduled debit entry. Requests to stop all future payments on an ACH debit transfer may require additional documentation to be supplied to us. Oral stop payment orders are binding on us for 14 calendar days only, unless our policy provides otherwise, and must be confirmed by you in a record or writing within that period. A Stop Payment Order on an ACH debit will remain in effect until the earlier of 1) your withdrawal of the Stop Payment Order, or 2) the return of the debit entry, or, where a Stop Payment Order is applied to more than one debit entry under a specific authorization involving a specific payee (Originator), the return of all such debits. When a stop is placed on a multiple or future debit entry transfer, we may require your confirmation in a record or writing stating that you have canceled your authorization for the transfer with the payee (a Stop Payment Order does not revoke authorization). Written communication includes communication by electronic record.

The Stop Payment Order shall be governed by the provisions of Article 4A of the Uniform Commercial Code as adopted by the state in which the account is opened, the Electronic Fund Transfer Act (Regulation E), NACHA Operating Rules, and any applicable state law. You may be charged a fee every time you request a Stop Payment Order and for each Stop Payment Order renewal you make. You understand that we may accept the stop payment request from any of the joint owners of the account regardless of who signed the share draft/check or authorized the transfer. A release of the Stop Payment Order may be made only by the person who initiated the stop payment request.

26. Remote Deposit Capture. Remote deposit capture ("RDC") allows you to make deposits to your account from remote locations by electronically transmitting digital images of your original paper checks, which are drawn on or payable through United States financial institutions in United States dollars to us. We may then use the digital image to create an electronic check or substitute check for collection. If you use our RDC services, if applicable, we may require you to endorse the back of the paper check to indicate that it has been remotely deposited. For example, "for mobile deposit only."

27. Preauthorized Checks or Drafts. You should guard information about your account (such as your routing number and your account number) as carefully as you would guard blank checks. If you voluntarily give such information about your account to a party which is seeking to sell you goods or services, without physically delivering a check to it, any debit to or withdrawal from your account it initiates will be deemed authorized by you.

28. Stale or Postdated Share Drafts/Checks. If you can write share drafts/checks on your account, you agree not to postdate any share draft/check drawn on the account. We may pay any postdated share draft/check unless you have given us written notice of the postdating describing the share draft/check with reasonable certainty. The notice is effective for 6 months and must be received at such time and manner as to afford us a reasonable opportunity to act on it. We are not liable to you for paying any stale or postdated share draft/check, and you agree to reimburse us for any loss we might suffer as long as we acted in good faith or exercised ordinary care. Any damages that you incur and which we may be liable for are limited to actual damages not to exceed the amount of the share draft/check.

29. Verifying Funds Availability for Share Draft/Check. You authorize us to release funds availability information about your account to individuals or merchants who represent to us that they have received a share draft/check or other item from you.

30. Share Draft/Check Safekeeping. If you can write share drafts/checks on your account and utilize a share draft/check safekeeping or any other system offered by us for the retention of your share drafts/checks, you understand that the canceled share drafts/checks will be retained by us and destroyed after a reasonable time period or as required by law. At your request, we will provide without charge up to 25 canceled instruments or legible copies of the fronts and backs thereof per calendar year. Additional copies may be subject to a fee, as indicated in the Schedule of Fees or Disclosures. If for any reason we cannot provide you with a copy of a share draft/check, our liability will be limited to the lesser of the face amount of the share draft/check or the actual damages sustained by you.

31. Remotely Created Checks. A remotely created check, as defined in Regulation CC, means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn. By having a deposit account with us, you certify that all remotely created checks deposited to your account(s) will be expressly and verifiably authorized by the payor. And we reserve the rights to refuse for deposit any such remotely created check if we have any reason to believe that the item is fraudulent in any manner, and to obtain from you the payor's express, verifiable authorization for any such check.

32. Substitute Checks. To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These checks are similar in size to original share draft/checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original share draft/check. Some or all of the share drafts/checks that you receive back from us may be substitute check(s). An electronic check can be used to create a substitute check since the electronic image and electronic information was derived from its paper form.

33. Statements. If your account is a Checking, Money Market, or Savings account, we will provide you with a periodic statement showing the account activity. The last address you supply us in writing will be deemed the proper address for mailing this statement to you. The account holder who receives the statement is the agent for his/her co-account holder(s) for purposes of receiving the statement and items. You must exercise reasonable care in reviewing your statement and reasonable promptness in notifying us of any discrepancies, such as alterations or forged or unauthorized signatures, even if by the same wrongdoer. You must notify us within 30 days after we mail or otherwise make the statement available to you

of any discrepancies, except for transfers governed by the Wire Transfer Agreement. If you fail to notify us with reasonable promptness, you will have no claim against us to the extent permitted by law. Additionally, you agree that we will not be liable for discrepancies reported to us after 60 days we mail or otherwise make the statement or items available to you, even if we failed to exercise reasonable care. However, if the discrepancy is the result of an electronic fund transfer, the provisions of our Disclosures will control its resolution. If you do not receive a statement from us because you have failed to claim it or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address.

34. Electronic Statements and Notices. You may have the option to have statements and notices regarding this account provided to you in an electronic form, including to a designated e-mail address, through an online banking portal, or other electronic method, upon your authorization. The authorization may be withdrawn at any time to return to a mailed paper form by providing written notice to us at the address provided. The fees for receiving in either form, and for receiving paper copies, are described in your Disclosures. In order to receive your account information in an electronic form, the receiving system may have to meet specific requirements. We will keep you informed of any change to the minimum hardware or software requirements.

35. ACH and Wire Transfers. This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted by the state in which the account is opened. If you send or receive a wire transfer, you agree that Fedwire® Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire® Funds Service. When you originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary 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. If you are a party to an Automated Clearing House ("ACH") entry, you agree that we may transmit an entry through the ACH, and you agree to be bound by the Nacha Operating Rules and Guidelines, the rules of any local ACH, and the rules of any other systems through which the entry is made.

Provisional Payment. Credit we give you is provisional until we receive final settlement for that entry. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

Notice of Receipt. We will not provide you with notice of our receipt of the order, unless we are so requested by the transfer originator in the order. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

Choice of Law. We may accept on your behalf payments to your account which have been transmitted, that are not subject to the Electronic Fund Transfer Act, and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state where we are located.

International ACH Transactions. If your transaction originates from a financial agency that is outside of the territorial jurisdiction of the United States, it may be subject to additional review for compliance with the rules of the Office of Foreign Assets Control (OFAC). If additional review is required, the International ACH transaction will not be available to you until it passes final verification.

36. Real-Time Payments. You may send and receive certain payments or payment-related messages through a real-time payments system, such as The Clearing House's Real Time Payment (RTP®) network or the Federal Reserve's FedNow® Service. Real-time payments, or instant payments, allow you to have immediate availability of these funds twenty-four (24) hours a day, seven (7) days a week, and fifty-two (52) weeks a year. These payments may be subject to transaction limits (e.g., \$500,000) and settlement is final and irrevocable. Real-time payments are intended for domestic payments only. Payments sent or received by a person outside of the United States are prohibited. Transfers using a real-time payments system are subject to the applicable operating or governing rules of the real-time payments system used, as well as the Uniform Commercial Code 4A in effect in the state in which we are located, the Electronic Fund Transfer Act (Regulation E), and the rules of OFAC.

37. Facsimile Signatures. Your signature on the Membership Application form is your authorized signature. You authorize us, at any time, to charge you for all checks, drafts, orders, or other items for the payment of money, that are drawn on us regardless of by whom or by what means your signature (including facsimile signature(s)) may have been affixed so long as they resemble the signature specimen in our files, if available. For withdrawal and for other purposes relating to any account you have with us, we are authorized to recognize your signature; and we will not be liable to you for refusing to honor signed instruments or instructions if we believe in good faith that one or more of the signatures appearing on the instrument or instruction is not genuine.

If your items are signed using any facsimile signature or non-manual form of signature, you acknowledge that it is solely for your benefit and convenience. You agree that no facsimile signature you have authorized us to honor may be considered a forgery or an unauthorized signature, and that every authorized facsimile signature shall be effective as the signatory's own original, manual signature. You accept sole responsibility for maintaining security over any device affixing the signature as such signature will be effective regardless of whether the person affixing it was authorized to do so. Your authorization notwithstanding, we are not obligated to accept or pay any items bearing facsimile signatures.

Further, most share drafts/checks, drafts, orders, or other items are processed automatically, i.e., without individual review of each item. Therefore, unless we agree in a separate writing, in our sole discretion, upon your request and due to unique circumstances to conduct individual review of share drafts/checks or other items for more than one signer, you agree that we are acting within common and reasonable banking practices by automatically processing these items. You agree to indemnify, defend, and hold us harmless from and against all loss, costs, damage, liability, and other injury (including reasonable attorney fees) that you or we may suffer or incur as a result of this practice.

38. Restrictive Legends. We are not required to honor any restrictive legend on share drafts/checks you write unless we have agreed to the restriction in a writing signed by an officer of the credit union. Examples of restrictive legends are "two signatures required", "must be presented within 90 days" or "not valid for more than \$1,000.00."

39. Notices. You are responsible for notifying us of any address or name changes, the death of a member or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the account. Notice sent by you to us is not effective until we have received it and have a reasonable opportunity to act on it.

Written notice sent by us to you is effective when mailed to the last address supplied.

40. Termination of Membership; Limitation of Services. You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all of your accounts. You may be expelled from membership for any reason allowed by applicable law. We may restrict account access and services without notice to you when your account is being misused; you have demonstrated conduct which is abusive in nature; as outlined in any policy we have adopted regarding restricting services; or as otherwise permitted by law.

41. Liability. If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if, for example: (1) your account contains an insufficient available balance for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We are not responsible for share drafts/checks that are paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearing house rules, and general financial institution practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict regarding what you and our employees say or write will be resolved by reference to this Agreement.

42. Taxpayer Identification Number and Backup Withholding. You must provide a taxpayer identification number (hereinafter TIN) with your account with us. If you fail to provide your TIN within a reasonable time, we may suspend opening your account or close your account and return the balance to you, less any applicable service fees. We may withhold taxes from dividend/interest earned on your account as required by federal or state law or regulations. Your failure to furnish a correct TIN or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service a percentage of dividends/interest and certain other payments.

43. Certified Beneficial Owner Information. If you are obligated to certify beneficial owner information at the time the account is opened, you are responsible for notifying us of any changes to the certified beneficial ownership information that was provided to us. Notice should be made to us as soon as practical upon a change to the beneficial ownership information in a form and manner acceptable to us.

44. Unlawful Internet Gambling. Restricted transactions are prohibited from being processed through your account with us as required by the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG. A restricted transaction is a transaction or transmittal involving any credit, funds, instrument, or proceeds in connection with the participation of another person in unlawful Internet gambling. You will notify us if your business practices regarding Internet gambling change in the future.

45. Telephone and Electronic Communication. You agree that we may call or send text messages to you at the telephone numbers that you provide to us, including a cell phone number, which may result in charges to you, for informational purposes regarding your account(s) with us. These calls and text messages may be made from an automatic telephone dialing system (i.e., an autodialer) or from an artificial or prerecorded voice message system. Additionally, you agree that we may send electronic communication to you at the email addresses you provide to us. You may contact us at any time if you no longer want to receive these communications from us. You also agree that we may monitor and record telephone and electronic communications that affect your account(s) with us to the extent permitted by law. We need not provide further notice to you or receive additional approval.

46. Consent to Contact Agreement.

In this Consent to Contact (this "Agreement"), "we," "us," and "our" refer to Metro Credit Union. "You" or "your" refer to each person who signs this Agreement.

By executing this Agreement, you authorize Metro Credit Union and its third-party service providers, including debt collectors, to contact you at any telephone number you provide in connection with your account, including wireless numbers. Contact methods may include calls, text messages, or voicemail transmissions using an automatic telephone dialing system or an artificial or prerecorded voice.

This consent is specific to Metro Credit Union and is being provided voluntarily. Your consent is not a condition of membership or receipt of services.

You may revoke this consent at any time by written notice to 200 Revere Beach Pkwy, Chelsea, MA 02150, by email to optout@metroCU.org, by phone at (877) 696-3876, in person, or by any other reasonable means.

You represent that you are the subscriber or customary user of the telephone number(s) provided and have the authority to give this consent. You agree to notify us of any changes to your contact information.

We may also contact you without prior consent for urgent matters such as suspected fraud, data breaches, or identity theft, in accordance with applicable law. These messages will not contain marketing or debt collection content and will be limited in frequency and duration.

47. Scanned Identification. If you open an account or obtain a product or service from us, we may record your personal information from a scan or a copy of your driver's license or other personal identification card, or we may receive an image or make a copy of your driver's license or other personal identification card. We may store or retain this information to the extent permitted by law.

48. Closing Account. We may close the account at any time, with or without cause, after sending you notice if advance notice is required by law. If applicable, a notice may be sent to you that specifies when the account will be closed. We have the authority to pay an otherwise properly payable item at our discretion, which is presented after the closing of your account. Such termination will not release you from any fees or other obligations incurred before the termination. We will send a share draft/check for the balance in our possession to which you are entitled.

49. Amendments and Alterations. Except as prohibited by law, we may amend this Agreement by adding, removing, or changing terms at any time. We will notify you of amendments as required by applicable law. Your continued use of the account evidences your agreement to any amendments. Notices will be sent to the most recent address shown on the account records. Only one notice will be given in the case of joint account holders.

50. Severability. If a court for any reason holds a provision of this Agreement to be unenforceable, the rest remains fully enforceable. All headings are intended for reference only and are not to be construed as part of the Agreement.

51. Enforcement. You are liable to us for any losses, costs, or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs, or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions.

52. Transfers and Assignments. We may assign or transfer any or all of our interest in this account. You cannot assign or transfer any interest in your account unless we agree in writing.

53. Effective Applicable Laws and Regulations. You understand that this Agreement is governed by the laws of the state where this account is opened except to the extent that federal law is controlling. Changes in these laws and regulations may modify the terms and conditions of your account(s). We do not have to notify you of these changes, unless required to do so by law. If any of the terms of this Agreement come into conflict with the applicable law and are declared to be invalid or unenforceable, those terms will be nullified to the extent that they are inconsistent with the law and the applicable law will govern. However, this shall not affect the validity of the remaining provisions.

54. Binding Arbitration and Class Action Waiver

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 elect, without the other's consent, to require that any dispute between us concerning Your Accounts and the services related to your Accounts be resolved by 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, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY, MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED. Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction), whether or not the claim may have been assigned.

Disputes Covered by Arbitration.

YOU ACKNOWLEDGE THAT IN ARBITRATION THERE WILL BE NO RIGHT TO A JURY TRIAL. Any claim or dispute relating to or arising out of Your 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 the enforceability, validity, scope or interpretation of any of these arbitration provisions. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration provision 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 relating to Your 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 its parent, affiliates, successors, assignees, employees, and agents, and claims for which We may be directly or indirectly liable, even if We are not properly 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 legal or equitable ground, and include claims asserted as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and claims made independently or with other claims. If party initiates a proceeding in court regarding a claim or dispute which is included under this Resolution of Disputes by Arbitration provision, the other party may elect to proceed in arbitration pursuant to this Resolution of Disputes by Arbitration provision.

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 disputes remain in such court and advance 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 Resolution of Disputes by Arbitration provision. Claims or disputes arising from your status as a borrower under any loan agreement with the Credit Union are also excluded from this Resolution of Disputes by Arbitration provision.

Commencing an Arbitration.

The arbitration must be filed with one of the following neutral arbitration forums and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association ("AAA") or JAMS. If You initiate the arbitration, You must notify Us in writing at: Metro Credit Union, 200 Revere Beach Parkway Chelsea MA 02150

If We initiate the arbitration, We will notify You in writing at Your last known address on file. You may obtain a copy of the arbitration rules for these forums, as well as additional information about initiating an arbitration by contacting these arbitration forums:

American Arbitration Association
1-800-778-7879 (toll-free)
www.adr.org

The arbitration shall be conducted in the same city as the U.S. District Court closest to Your home address, unless the parties 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. For AAA, the arbitration will be conducted in accordance with the AAA Consumer Due Process Protocol in concert with the AAA Consumer Arbitration Rules in effect on the date the arbitration is filed. For JAMS, the arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules & Procedures in effect on the date the arbitration is filed. If there is a conflict between a particular provision of the AAA or JAMS Rules and this arbitration provision and/or this agreement, this arbitration provision and this agreement will control. If JAMS or the AAA is unable or unwilling to handle the claim for any reason, then the matter shall be arbitrated by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA). The neutral arbitrator selected by the parties or the court shall apply the Federal Rules of Evidence and the Federal Rules of Procedure concerning discovery, except that the above class action waiver is specifically enforceable notwithstanding any Federal Rule of 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 will 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 any 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. An award in arbitration shall determine the rights and obligations between 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, 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.

The party initiating the arbitration shall pay the initial filing fee. If You file the arbitration and an award is rendered in Your favor, We will reimburse You for Your filing fee. If there is a hearing, We will pay the fees and costs of the arbitration for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, We will advance or reimburse filing and other fees if the arbitrator rules that You cannot afford to pay them or finds other good cause for requiring Us to do so, or if you ask us in writing and we determine there is good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but a party may recover any or all costs and expenses from another party if the arbitrator, applying applicable law, so determines.

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 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.

Arbitration Award.

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 a 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 these arbitration provisions are governed by, and enforceable under, the Federal Arbitration Act. To the extent state law is applicable, the laws of the State of Massachusetts shall apply.

Severability, Survival.

These arbitration provisions shall survive (a) termination or changes to Your accounts or any related services; (b) the bankruptcy of any party; and (c) the transfer or assignment of your Accounts or any related services. If any portion of this Resolution of Disputes by Arbitration provision is deemed invalid or unenforceable, the remainder of this Resolution of Disputes by Arbitration provision shall remain in force. No portion of this Resolution of Disputes by Arbitration provision may be amended, severed, or waived absent a written agreement between You and Us.

Right to Reject this Resolution of Disputes by Arbitration provision.

YOU MAY CHOOSE TO REJECT THIS RESOLUTION OF DISPUTES BY ARBITRATION PROVISION BY SENDING US WRITTEN NOTICE AS DESCRIBED BELOW:

Agreement to the Resolution of Disputes by Arbitration provision:

1. If you agree to be bound by the above Resolution of Disputes by Arbitration provision, then no action is needed on your part.
2. If you take no action, then effective immediately your Accounts will be bound by this Resolution of Disputes by Arbitration provision.

Rejection of the Resolution of Disputes by Arbitration provision:

1. If you do not agree to be bound by this Resolution of Disputes by Arbitration provision, you must send us written notice that you reject the Resolution of Disputes by Arbitration provision within 30 days of first receiving this notice, or if you first become a member after this provision was initially adopted on May 29, 2021 within 30 days of become a member or opening your first account of any type with Us, and including the following information:

a. Your written notice must include: your name, as listed on your account, your account number, and a statement that you reject the Resolution of Disputes by Arbitration provision, and;

b. You must send Your written notice to Us at the following address: Metro Credit Union, 200 Revere Beach Parkway Chelsea MA 02150.

55. Agreement / Governing Law. No member or accountholder may file, request, 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 filed, requested, maintained, or 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.

56. Permitted Time For Filing A Lawsuit Or Requesting Arbitration. You must file any lawsuit or request arbitration against us within one year after the cause of action arises, unless federal or state law or an applicable agreement provides for a shorter time. This one-year limit is in addition to any time limits on notice as a condition of making a claim. For purposes of a lawsuit or arbitration concerning a fee or charge assessed to Your account, the cause of action will be deemed to have arisen or accrued on the date the first such fee or charge being complained of was assessed regardless of whether you had actual or constructive knowledge of any such cause of action, and You expressly waive any application of or reliance on any theory or doctrine of a continuing violation or breach or any other doctrine which might otherwise serve to toll or delay the beginning of the one-year limitation period. For any and all causes of action arising or accruing before the date this paragraph first became effective, June 8, 2021, You must still file any lawsuit or request arbitration against Us within one year after June 8, 2021, and You acknowledge and agree that one year is a reasonable period of time to discover any such cause of action and bring suit or request arbitration, and you expressly waive any reliance on any vested or unvested rights You may have had under any other, longer statute of limitation.

57. Account Disclosure. At the time you opened your account, you received Disclosures which provided a schedule of all fees and charges applicable to the account, the dividend rate and applicable Annual Percentage Yield, minimum balance requirements and other pertinent information related to the account. This information found in the disclosure may change from time to time. If such a change would adversely affect your account, we will provide you with written notice 30 days prior to the change. However, you will not receive a notice if the only change is a decrease in the dividend rate on a variable rate account.

58. Our Waiver of Rights. You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under this Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege.

59. Your Waiver of Notice. By signing the signature card/Account Information form, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your deposit account to the extent permitted by law. For example, if a check that you deposited is dishonored and returned to us, we are not required to notify you of the dishonor.

60. Death or Incompetency. Neither your death nor a legal adjudication of incompetence revokes our authority to accept, pay, or collect items until we know of the fact of death or of an adjudication of incompetence and have a reasonable opportunity to act on it. To the extent permitted by law, even with knowledge, we may for 10 days after the date of death, pay checks drawn on or before the date of death unless ordered to stop payment by a person claiming an interest in the account.

61. Payment of Interest or Dividends. For interest bearing accounts, if we have indicated above that this account pays interest instead of dividends, then interest will be calculated and paid in accordance with the Disclosures provided to you at the time you opened the account. If we have indicated above that this account pays dividends, then by law we are prohibited from guaranteeing the payment of dividends or that the dividends we do pay are at the contracted 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.

ACCOUNT SPECIFIC PROVISIONS. In addition to the General Rules, the following rules apply to specific types of accounts:

SAVINGS SHARE ACCOUNTS AND MONEY MARKET ACCOUNTS

Withdrawals. We reserve the right to require you to notify us of your intentions to withdraw shares or to withdraw funds from the account as explained in the Disclosures.

Transaction Limitations. Your account may be subject to other transaction limitations. Please refer to the Disclosures to understand which, if any, apply to your account.

SHARE CERTIFICATE ACCOUNTS

Account Terms. The Certificate bears dividends at the rate and basis as set forth on the Certificate. The terms of the Certificate, such as the dividends rate(s), Annual Percentage Yield ("APY"), length of term period, renewability, and date of maturity are specified on the Certificate and in the Disclosures provided to you at the time of account opening.

Dividends will not be compounded unless noted and will be paid to you at the frequency and in the method noted. If interest compounds during the term of the Certificate and may be withdrawn prior to maturity, the withdrawal of interest prior to maturity will affect the APY.

Withdrawal Prior To Maturity. You have contracted to keep the account funds on deposit from the issue date until the maturity date. We may accept a request by you for withdrawal of some or all of the account funds prior to the maturity date at our discretion or as otherwise described in the Disclosures.

Additional Deposits During The Term. No additional deposits will be allowed to this account during its term unless otherwise described in the Disclosures.

Early Withdrawal Penalty. Unless provided otherwise in the Disclosures, we will assess an early withdrawal penalty on any withdrawal, either partial or in whole, that we allow you to make from your account prior to the account's maturity date. The method for determining that penalty is described in the Disclosures.

Renewal. Automatic Renewal Certificates will renew automatically on the stated maturity date of its term. Such renewal will be for a time period equal or similar to the original term and subject to these terms and conditions. Dividends for that renewal term will be paid at the dividends rate then in effect at this financial institution for similar accounts. If you close the Certificate within the grace period following the maturity date, we will not charge an early withdrawal penalty for that withdrawal. The grace period following a maturity date is described in the Disclosures.