

Important Notice

This packet contains important information, restrictions and regulations that govern your accounts at Credit Union of Denver. Please read through this packet, as it will explain your responsibilities and ours in maintaining your accounts. Contact us if you have any questions at 303-234-1700 or 1-800-279-3288.

Please retain this booklet for your records.

Important Notice to New Credit Union Members!

For the first thirty (30) days after opening a new account the following restrictions may apply...

- New members may not use the CU Service Centers
- ATM deposits will have extended holds

In most cases these restrictions will be released on the 31st day from the open date on the account.

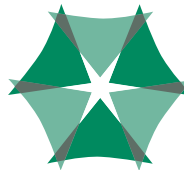
In the first 30 days, you may complete your monetary transactions at any of our main branches. After 30 days, you may utilize any of the conveniently located CU Service Centers, or nationwide outlets for your financial needs.

For locations of Credit Union of Denver, CU Services Centers, and no fee ATMs in Colorado, visit www.cudenver.com



**credit union
OF DENVER**

SMART. LIKE YOU.



Remember ... once a member, always a member!

Welcome to Credit Union of Denver

Credit Union of Denver is committed to being a leader in:

- Providing quality financial service
- Exceeding members' expectations
- Achieving a loyal relationship with members and staff

Credit Union of Denver was established in 1931 by federal employees. Our charter, the third credit union charter issued in the State of Colorado, has been amended over the years to include a variety of government agencies, local businesses, and family members. Unlike other financial institutions, a Credit Union is a "not for profit" financial cooperative, owned entirely by its members. Profits are returned to our membership in the form of higher dividends, lower loan rates, and minimal fees.

As a Prime Shares depositor, you immediately take on the status of a member-owner. All natural-person members 18 years of age or older and in good standing may annually vote for the individuals who oversee and direct the operations of the Credit Union.

We offer a wide variety of financial services in order to meet the needs of our diverse membership. This booklet will outline the products and services in addition to the policies and regulations governing your membership account. We look forward to providing you with excellence in our financial products and level of service.

Please retain this booklet for your records.

Membership Qualifications - Eligibility to open an account at Credit Union of Denver occurs in many different ways:

- *Employer/Association* - Your employer/association may offer membership as a benefit. It is a simple process at no cost or obligation to them.
- *Family* - Any immediate family member.
- *School* - Students of selected high schools and colleges.
- *Jefferson County* - All persons who reside or work in Jefferson County, Colorado
- *John Lynch Foundation* – All persons who donate \$5.00 or more to the John Lynch Foundation

Insured Funds - Members' deposits are federally insured up to at least \$250,000 per ownership of account by the National Credit Union Share Insurance Fund, an agency of the federal government; one of the strongest deposit insurance funds in the nation. Your funds are safe, sound and secure. You may also obtain additional insurance information at www.ncua.gov or 703-518-6300.



For current rates, terms, and additional information, please refer to the Investment Rates and Fee Schedule, Loan Rates or contact a Credit Union representative at 303-234-1700 or 1-800-279-3288 or visit www.cudenver.com

HOW TO CONTACT US

Address:

Main Branch / Corporate Office
9305 West Alameda Avenue
Lakewood, Colorado 80226-9420

Tivoli Student Union Center
900 Auraria Parkway, Room 263
Denver, Colorado 80204

Denver Federal Center
Bldg. 67, Room 100
Lakewood, Colorado 80225

General Information:	303-234-1700 or 1-800-279-3288
FAX:	303-238-3157 or 303 239-1108
Account Services, Card Services or Investment Information:	303-239-1150 or 1-800-279-3288
Loan Account Information:	303-239-1150 or 1-800-279-3288
Loan Application: 24 hours a day, 7 days a week	303-202-5659 or 1-800-280-0234 or www.cudenver.com
Mortgages - 1st	303-239-1150
Mortgages - 2nd & HELOC:	303-202-5642 or 1-800-489-7852 or www.cudenver.com
Lost/Stolen MasterCard®:	Notify us immediately at 1-800-449-7728
Lost/Stolen ATM/Debit Card:	303-239-1150 or 1-888-918-7746
Reorder Checks:	1-800-355-8123 or www.cudenver.com
Call-24:	303-231-9014 or 1-800-951-9014
On-line Banking:	Sign Up or Reset PIN - 303-239-1150, 1-800-279-3288 or access through web site at www.cudenver.com
E-Mail:	Contact Us at www.cudenver.com
Web site:	www.cudenver.com
TDD:	303-275-0239
Routing Number:	307 075 259

List of Services

Deposit Accounts

- Savings (*Share Account*)
- Certificates of Deposits (Share Certificates) – various terms, rates, and minimum deposits
- Liquid Asset Account
- Account for Members' Living Trust
- Checking (*Share Draft Account*) – Interest Bearing and No Minimum Balance accounts
- Money Market Accounts
- Individual Retirement Accounts (*IRAs*) – Traditional, Roth; Daily Deposit and Certificate accts
- Coverdell Education Savings Accounts - (*ESAs*); Daily Deposit and Certificate accounts
- Business Accounts
- Holiday Accounts

Loans

- Auto Loans
- Mortgages (*1st, 1st Place, 2nd, HELOC, Reverse*)
- Personal Loans
- SBA Business Loans
- Secured by Savings or Certificate of Deposit (Share Certificate)
- Credit Cards (*Platinum and Secured*)
- Overdraft Line of Credit
- Recreational Vehicles
- Secured Loans

Other Services

- ATMs
- Banking On-Line
- Business Electronic Payment Processing
- Coin Counting (Alameda Branch)
- CU Rewards™
- Drive-Up Tellers (Alameda Branch including Sat.)
- Financial Counseling
- Lobby Tellers (Alameda, 67, Tivoli)
- Mechanical Breakdown Auto Insurance
- Night Depository
- Notary Service
- Payroll Deduction
- Safe Deposit Boxes (Alameda Branch)
- Telecommunications Device for the Deaf (TDD)
- Travelers Checks
- 24 Hour Lending
- Wire Transfers
- Bank by Mail
- Bill Pay On-Line
- Call-24
- Credit Life and Disability Loan Insurance
- Direct Deposit
- eStatements
- Insurance Options
- MasterCard® & Visa® Cash Advances
- Money Orders
- Outlet/Shared Service Centers (Alameda, Tivoli)
- Photocopies
- Signature Guarantees (Medallion)
- Teller Checks
- TTM Accounts (Transfer to Minor Accounts)
- U. S. Savings Bonds
- Western Union

**IMPORTANT! PLEASE READ AND RETAIN THIS BOOKLET
AS IT DISCLOSES THE FOLLOWING AGREEMENTS.**

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Membership and Account Agreement

In this Membership and Account Agreement we will explain your rights and responsibilities and also those of Credit Union of Denver regarding your account(s). For additional information, you should refer to Credit Union of Denver's Investment Rates and Fee Schedule, all of which are available at your request.

In this Agreement, we will refer to the words "you" and "yours" as meaning anyone who signs an application for membership, and the words "our", "we", "us", or "Credit Union" as meaning Credit Union of Denver. The word "account" means any one or more savings or other accounts you have with the Credit Union. The words "share account" mean savings account, and the words "share draft account" mean checking account.

Your application for membership and account will be governed by the Credit Union of Denver's bylaws and policies, applicable Federal and State laws and regulations and this agreement, any account receipt, the Truth-in-Savings Investment Rates and Fee Schedule, Funds Availability Act Disclosure (Regulation CC), Monetary Control Act (Regulation D), Electronic Funds Transfer (Regulation E), Wire Transfers (Regulation J), Application for Membership and Account Agreement, and amendments thereto of Credit Union of Denver. All account suffixes require the same ownership as designated on your application for membership. By signing your Application for Membership, all owners agree to the terms and conditions of the account and of this Membership and Account Agreement as established by Credit Union of Denver. The terms and conditions of your account and the terms of this Agreement may change from time to time and you will be held liable for transaction requests using agreed-upon procedures. As required by law, Credit Union of Denver will notify you of changes in fees, terms or rates which adversely affect you. We reserve the right to waive any term in this agreement. The waiver of any term shall not affect the right of the Credit Union to enforce any right in the future.

U.S. Patriot Act

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

What this means for you:

When we open an account we will ask for your:

- Name
- Physical Home Address
- Identification Number (SS #)
- Drivers License or Other Government Issued Identifying Documents
- Occupation
- Phone Number
- Date of Birth
- Fingerprint
- Any Other Information That Will Allow us to Identify You

Membership Eligibility

Credit Union of Denver Membership is a Privilege. It is not a Right. The Credit Union has no obligation to open a membership account or to extend any services to any particular person. Simply being qualified to apply for membership (i.e., being within the Field of Membership of the Credit Union) does not obligate the Credit Union to allow any person(s) to become a member when it is in the best interests of the Credit Union to deny membership. This applies to new applicants as well as to any persons whose membership is terminated for any reason who reapplies for membership at a later time. As stated in Article III of Credit Union of Denver's bylaws, "an initial deposit and minimal balance are required to open and maintain a Prime Savings Account." A minimum balance in the Prime Savings Account must be maintained to obtain or continue other services; access, loans, deposit products, transaction services, etc. Any portion of this amount, if withdrawn, may cause your membership to be automatically revoked. To be eligible to apply for membership you must be an individual or qualified legal entity that falls within the credit union's field of membership eligibility. To verify your eligibility for any accounts, services, or loan products, now and in the future, or to assist us in enforcing our rights under any agreement that you may have with us, you authorize us to make inquiry to determine your employment history and to obtain information concerning any accounts with other institutions and your credit history, including consumer credit reports. If you request a non-natural person ac-

count such as a business account, trust account or estate account, you authorize us to make such employment, credit and financial institution inquiries (including the acquisition of consumer credit reports) as we deem necessary on all individuals signing on the account in any capacity to determine the employment history, financial institution history and credit history of all such parties. You agree that this authority applies to any account, account-related service, loans or other financial products you request or which we may offer or make available to you. Credit report information pulled in connection with any authorized request for any service or accounts with the Credit Union may be used to assess and/or offer other Credit Union services and/or products. By signing the Credit Union's Membership application you certify that you are within the Credit Union's field of membership. In the event that the Credit Union at any time determines that you are not legally eligible for membership, or you fail to provide such information upon request as is necessary for the Credit Union to ascertain your continued eligibility for membership, or you fail to provide such information or documentation to the Credit Union as is required by law, or you fail to maintain the required membership deposit in your membership account, the Credit Union reserves the right to close your Credit Union account(s) upon notice to you. Certain types of accounts, such as IRA accounts, may be exempt from the minimum deposit requirement.

Individual Account

A single party account is an account owned by one member, including any individual, partnership, or other organization qualified for Credit Union membership. If the account owner dies, the account interest passes, subject to applicable law, to the designated Payable on Death (POD) beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death. If there is no Payable on Death beneficiary listed on the account, the account interest shall pass to the decedent's estate, subject to our rights as noted above. All sub-accounts under the primary account will be owned by the primary member.

Joint Ownership Account

An account owned by two or more persons is a multiple party account (hereinafter referred to as a "joint ownership account" or "joint account"). Joint ownership accounts will require the same ownership on all account suffixes as subscribed on the Application for Membership. We recognize any of the signatures subscribed on the Application for Membership for the payment of funds or the transaction of any business on this account. Credit Union of Denver may treat funds as having been contributed entirely by any one of the owners for purposes of offset or to enforce any claims or liens against the assets of an owner or funds in a Joint Ownership Account. Each owner agrees to be responsible for all items and fees charged against the account and agrees to repay us for any overdraft against the account or for the amount of any returned item.

Rights of Survivorship. A joint account includes rights of survivorship. This means when one owner dies, all sums in the account will pass to the surviving owner(s). In the event that the account is an individual account, or upon the death of the last joint account owner, the interest of the deceased owner will pass to the decedent's estate unless a payable on death beneficiary (POD) has been properly designated or unless we are required to remit the interest of deceased owner to someone else by law. Unless otherwise stated on the Application for Membership, or unless otherwise required by law or the terms of this Agreement, a joint account owned by individuals is an account with rights of survivorship, and the interest of a deceased owner will pass to the surviving owner(s). A surviving owner's interest on an account is subject to the Credit Union's contractual and/or statutory lien 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. The rights of a joint owner will always supersede the rights of any designated payable on death beneficiaries.

Control of Joint Account. Any single account owner acting alone is authorized and deemed to act for all other account owner(s) and any individual owner may instruct us regarding transactions and other account matters pertaining to any subaccount connected to the account, including loans connected to the account. Each owner guarantees the signature(s) of all other owner(s). Except as otherwise set forth herein, any single account owner may individually withdraw any or all funds, stop payment on items, request and utilize ATM and Debit Card(s), order checks, contract for overdraft protection, sign-up for and engage in on-line or signatureless transactions, transfer or pledge to us all or any part of the savings on deposit, or engage in any other activity concerning the account without the consent of the other joint account owner(s). In each such case, the act of any single account owner is binding upon all of the other joint account owners. We have no duty to notify any other owner(s) about any transactions. We reserve the right to require written consent of any or all of the account owners, for any transaction(s) which we deem unusual, or for any change to, termination or closure of a joint account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend all account activity and freeze all funds on deposit or terminate the account and require a court order or written consent from all owners to act.

Joint Account Owner Liability. Each individual account owner individually guarantees absolutely and unconditionally the prompt payment when due and performance when required of all obligations of the other joint account owner(s) under this Membership and Account Agreement. If a deposited item in a joint account is returned unpaid, an account is overdrawn, or if we do not receive final payment on a transaction, or if any loss is at any time sustained as a result of any of your account transactions, the owners, jointly and severally, are liable to us for the amount of the returned item, overdraft, loss, or unpaid amount and any account charges or fees, regardless of which owner initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of any joint owner or all funds in the joint account regardless of who contributed them. We may issue ATM or Debit Cards or devices to any account owner who requests them. All account owners are jointly and severally liable for all account activity related to such transaction devices regardless of which owner(s) holds the Card(s) and regardless of which owner initiated or benefited from the Card transaction(s).

Change of Ownership. If you wish to add a joint owner to your account at any time, we reserve the right to require you to amend the Membership and Services Application to reflect the new joint owner(s) and provide us with such information and documentation regarding the new joint owner(s) as we may request, including but not limited to (a) the new joint owner(s) personal and taxpayer information, (b) the new joint owner(s) signature, and (c) a copy of a valid government issued identification deemed acceptable to the Credit Union. You understand and agree that all such new account owners shall be subject to Credit Union membership eligibility inquiries to determine such persons' employment history, credit history and to obtain information concerning any accounts with other institutions, including the acquisition of consumer credit reports. You agree to obtain any necessary authorization for such inquiries from such proposed new joint owners, and you agree to indemnify and hold the Credit Union harmless from and against any loss, cost or damage sustained by the Credit Union related to the making of such inquiries. The Credit Union reserves the right to refuse to allow an individual to be added as a new joint owner to your account, and the Credit Union may require that an existing joint owner be removed from your account without prior notice for any reason deemed necessary by the Credit Union for the protection of the Credit Union or any member of the Credit Union.

POD Accounts (Payable on Death)

A "Payable on Death" (POD) account designation is an instruction to the Credit Union that an account so designated is payable to the owner or owners during their lifetimes, and when the last account owner dies, it becomes payable to any named and surviving POD beneficiary/payee(s) unless otherwise required by law or the terms of this Agreement. Accounts payable to more than one surviving beneficiary/payee become owned jointly by such beneficiaries/payees without rights of survivorship unless otherwise required by law or the terms of this Agreement. Any POD or trust beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs), which are governed by a separate beneficiaries/payee designation. We are not obligated to notify any beneficiary/payees of the existence of any account or the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law.

Business Accounts

Subject to certain restrictions and credit union approval, a lawfully created and operating business may establish one or more accounts at the Credit Union under certain established criteria. Accounts held in the name of a business, organization, or association are subject to all of the conditions and terms contained in this Membership Booklet for natural person accounts, and the following additional rules. The Credit Union reserves the right to require or request at any time any documentation deemed necessary by the Credit Union to (a) verify the legal existence or good standing of the business, or (b) verify the nature, specific business activities and transactional account activities of any account holder. Failure to promptly provide such requested information, or falsifying any submitted information, shall be grounds for immediate closure of all accounts held by such account holder. Additionally, the Credit Union reserves the right to refuse to open a new business account, or close an existing account, for any reason deemed necessary by the Credit Union in its sole and absolute discretion. Only the persons or entities who have been designated to serve as representatives of the business or authorized Business Card users may transact business on a business account. Any named representative of the business acting alone may act for the business and may instruct us regarding transactions and any other account matters. Each representative of the business guarantees the signature(s) of all other representatives of the business. Any single representative of the business may individually withdraw any or all funds on deposit, stop payment on items, order checks, or engage in any other activity concerning the business account without the consent of the other named representatives. In each such case, the act of any single business representative is binding upon the business and all of the other business representatives. We have no duty to notify any other representative of the business about any transactions. The stated limitations on your liability to the Credit Union set forth herein do not apply in the case of business or other non-personal accounts. Under no circumstances will we be liable for any special or consequential damages involving such accounts. No POD beneficiary designation or other designation shall apply to a business account. You agree to notify the Credit Union of any change in this representative authority of your agent. The Credit Union may rely on the writ-

ten authorization in the Application for Membership until such time as we are informed of changes in writing and have had a reasonable time to act upon such notice. We may require that third-party checks payable to a business may not be cashed, but must be deposited to a business account. A majority of the ownership interest of any business applying for membership must be eligible for membership at the Credit Union. **A business member does not have voting rights.**

Due to Bank Secrecy Act / Anti-Money Laundering (BSA/AML) regulations, the Credit Union will not open accounts for businesses currently engaged in, or planning to engage in Money Service Businesses. Money Service Businesses include the U.S. Postal Service along with five distinct types of financial service providers. The financial service providers are as follows: (1) dealers or exchanges; (2) check cashers; (3) issuers of Traveler's Cheques, Money Orders or Stored Value Cards; (4) sellers or redeemers of Traveler's Cheques, Money Orders or Stored Value Cards; and (5) money transmitters.

Under the Unlawful Internet Gambling Act, Title VIII, Chapter 52 of Title 31, United States Code, it is our responsibility to advise you that banking activities connected with unlawful internet gambling is not permitted at the Credit Union. Also, the Credit Union does not offer services to any business involved in the aspect of the Marijuana Dispensary Business. As such, no business account or personal account at the Credit Union of Denver is allowed now, or in the future, to engage in financial transactions if the source of the funds is through internet gambling or the Marijuana Dispensary Business.

Multiple Savings Accounts (Share)

Members may open additional savings accounts in addition to the original Prime Savings account when different ownership or additional savings or checking accounts are needed. Multiple accounts are not subject to new account restrictions if the member has maintained a transaction account in good standing with us for at least 30 days. All suffixes must have the same ownership as the Multiple Savings Account savings suffix 00, and must have a minimum balance of \$5.00 in the savings suffix. There is no limit on the number of accounts that may be held by a member although each member will have only one vote, even though they may have multiple accounts.

Coverdell Education Savings Account (ESA)

The ESA program is NOT for retirement, its sole purpose is to pay for education costs. These costs can be for public, private or parochial, elementary, secondary or post-secondary expenses. ESAs are funded with after tax dollars with all earnings tax exempt when used for education related expenses such as tuition & fees, books, supplies & equipment, and computer technology or equipment used for education. The Grantor/Depositor, which does not have to be the parent, is responsible for opening the account, making the first deposit and setting up the Designated Beneficiary (child for whom the ESA is being established) and the Responsible Individual (parent or guardian of the child) who controls the account. Contributions may be made by persons other than the Grantor/Depositor up to the allowed maximum per year. Please see the Credit Union of Denver's IRA Specialist for more details.

Individual Retirement Accounts (Traditional and Roth)

An IRA is an Individual Retirement Account. Credit Union of Denver offers two types of IRA's: Traditional IRA and Roth IRA. The purpose of both is to help the owner save for retirement. IRA's are always held individually. Any qualified individual who is a member of the Credit Union of Denver may open an Individual Retirement Account. The Credit Union offers Daily Deposit and Certificate of Deposit IRA's. An IRA cannot be held jointly. For income tax purposes, it will be the member's responsibility to determine and report the deductible and non-deductible contributions as well as the taxable and non-taxable portion of distributions occurring each year. In addition, members are responsible for monitoring their own IRA contributions to ensure that excess contributions are not made during any taxable year. Should excess contributions exist, it is the member's responsibility to advise the Credit Union of action to be taken. Monies deposited in an IRA with the Credit Union are subject to all state and federal regulations as they apply (See Investment Rates and Fee Schedule). Upon the death of the IRA owner, the beneficiary(s) may elect extended payment options which will require credit union membership.

Trust Accounts

The following rules govern trust accounts:

a.) A lawfully created trust may establish an account at the Credit Union under certain criteria. A lawfully created trust is a trust which has been lawfully created in the United States pursuant to a written trust agreement executed by the Grantor/Settlor in which persons or entities have been designated to serve as Trustee(s) and administer the Trust by exercising the powers and authority described in the trust agreement. If the trust is designated as revocable, all of the Settlor(s)/ Grantor(s) of the trust must be current members of the Credit Union. If the trust is revocable and some of the Settlor(s)/ Grantor(s) are not members of the Credit Union, the trust cannot be established at the Credit Union. If the trust is designated as irrevocable, either all of the Settlor(s)/ Grantor(s) of the trust or all of the trust beneficiaries must be current members of the Credit Union. If the trust is irrevocable and either all of the Settlor(s)/Grantor(s) or all of the beneficiaries are not members of the Credit Union, the trust cannot be established at the Credit Union.

b.) The Credit Union does not have a trust department. Therefore, the Credit Union cannot act as a Trustee of any shares held in a trust account, nor is the Credit Union obligated to perform any administrative duties specific to a trust. You understand and agree that the Credit Union is not bound by and may ignore any specific provisions of a trust which impose any duties, restrictions or other obligations upon the Credit Union, regardless of whether the Credit Union has received a copy of the trust. The Credit Union reserves the right to close any trust account at any time without prior notice by remitting the funds on deposit to the last known trustees.

c.) Any individual trustee may act for the trust and may instruct us regarding transactions and any other account matters. Each trustee guarantees the signature(s) of all other trustee(s). Any single trustee may individually withdraw any or all funds, stop payment on items, order checks, or engage in any other activity concerning the account without the consent of the other trustee(s). In each such case, the act of any single trustee is binding upon the trust and all of the other trustee(s). We have no duty to notify any other trustee(s) about any transactions. Cross-member account transfers may be made in person on trust accounts.

d.) There is no overdraft line of credit allowed on a trust account, and Debit/ATM cards are not available. A living trust may not lease a safe deposit box, and Prime Time benefits do not apply to trust accounts. Cross account transfers are also not permitted on Living Trust Accounts. **Trust accounts are not entitled to voting rights.**

NCUA Share Insurance: Share insurance for trust accounts is dependent upon the status of the beneficiaries, and is normally \$250,000 for each beneficiary. Further details on Share Insurance for trust accounts is available at www.ncua.gov, or in the NCUA Share insurance booklet available in our lobby.

Transfer to Minor Account

Transfer to Minors Accounts are administered in accordance with the Colorado Uniform Transfer to Minor Act under Colorado Statutes, Title II Article 50 11-50-101, et seq CRS. A Transfer to Minor Account (TTM) is created as an individual account by a member who is the custodian. Funds are deposited as an irrevocable gift to a minor. The owner and beneficiary of the account is the minor for whom the gift is made. The custodian of the account has control and possession of the account for the exclusive benefit of the minor. The custodian, except in the case of a court order which dictates otherwise or pursuant to applicable law, is the only party entitled to make withdrawals from, or to close the account. The custodian may make any transactions on the account without inquiry from Credit Union of Denver. If the custodian should die or become disabled, or otherwise incapacitated, Credit Union of Denver may place an administrative hold on the account until instructions are received from any person who is legally authorized to withdraw funds or a court order is received which authorizes the withdrawal. Upon the minor's 21st birthday, the custodian will be notified to transfer funds to the minor's personal account or withdraw the funds, and close the account. This type of account is not eligible for a checking account, overdraft line of credit, loans, or safe deposit box rental. **A Transfer to Minor Account does not have voting rights.**

Accounts for Minors

Credit Union of Denver requires that minor accounts be Joint Ownership Accounts with an owner who has reached the legal age of majority under state law. This joint owner of legal age shall be jointly and severally liable to the Credit Union and agrees to be responsible for all items and fees charged against the account and to repay us for any overdraft against the account for the amount of any returned item on this account. Credit Union of Denver may make payments of funds directly to the minor without regard to his or her minority. The minor's parent or guardian shall not have any right to access this account unless the parent or guardian is an owner on this account.

Youth Accounts

Credit Union of Denver requires that minor accounts be Joint Ownership Accounts with an owner who has reached the legal age of majority under Colorado law. This joint owner of legal age shall be jointly and severally liable to the Credit Union and agrees to be responsible for all items and fees charged against the account and to repay us for any overdraft against the account for the amount of any returned item on this account. Credit Union of Denver may make payments of funds directly to the minor without regard to his or her minority. The minor's parent or guardian shall not have any right to access this account unless the parent or guardian is an owner on this account.

Additional Account Information

Name on Account. The name on your account must EXACTLY match your name as it appears on the identification that you provide Credit Union of Denver. The only exception to this is if our system will not allow your entire name to be entered due to its length. If this occurs Credit Union of Denver staff will retain the right to input your name on our system at our discretion.

Address On Account. Due to government regulations Credit Union of Denver must obtain a physical address to retain for our records; however, we will accept a P.O. Box for purposes of receipt of credit union mailings.

Identification. Credit Union of Denver will require valid Identification to open an account. A copy of the identification provided will be retained for our records. After opening your account we may require an updated copy of your identification at any time. If a request for an updated form of identification is made and not received in a timely fashion, we may place restrictions upon your accounts until one is received.

Signature Card. Upon account opening and for any account changes a signature card must be completed in a form to be determined by the credit union. An account cannot be made, nor can any changes be honored until an accurate, complete signature card is received, signed by all parties along with any documentation Credit Union of Denver may request. At any time after an account is opened Credit Union of Denver may request that an updated signature card be completed. If an updated signature card is requested and not provided by you in a timely fashion, we may place restrictions upon your accounts until one is received.

Signature Cards may be audited once completed. If the result of an audit determines we need additional information, documentation or that a new signature card be generated, Credit Union of Denver may place restrictions on your account if such additional information, documentation or replacement card is not received in a timely fashion. If we determine that any information that you provided to us is inaccurate or false, we may close your account without further notice to you,

Power of Attorney. The Credit Union may allow a third person acting as your attorney-in-fact to make transactions regarding your account(s), pursuant to a Power of Attorney, but you agree that the Credit Union has no obligation to do so. You agree that we may at our discretion refuse to honor any Power of Attorney presented to us for any reason permitted by law. You also agree that we may rely upon a submitted Power of Attorney and that we have no obligation to verify the scope, authenticity, and validity of any Power of Attorney presented to us. If we accept the Power of Attorney, the Credit Union has no duty to inquire as to the use or purpose of any transaction(s) by your attorney-in-fact, and may restrict or refuse account access, withdrawals and transfers. Additionally, you agree that the Credit Union has no obligation to determine the duration of any Power of Attorney or the qualifications of the named attorney-in-fact. It is the sole responsibility of the account owner(s) to notify the Credit Union to remove POA access to an account once an accepted Power of Attorney is no longer necessary or appropriate. Further, you agree that we may request (a) an Agent's Certification under penalty of perjury in a form deemed acceptable to the Credit Union of any factual matter concerning the Principal, the Agent, or the Power of Attorney; (b) an English translation of the Power of Attorney if the Power of Attorney is not legible or contains, in whole or in part, language other than English; and/or (c) an opinion of counsel selected by the Credit Union as to any matter of law concerning the Power of Attorney. You agree to reimburse the Credit Union for all costs and expenses, including attorneys' fees, we incur to obtain such legal opinion or otherwise handle or process any Power of Attorney that you submit to the Credit Union, and you agree to indemnify us for any loss or other expense we incur from our acceptance and reliance upon your Power of Attorney.

Death of Owner. Credit Union of Denver may honor withdrawals, deposits, transfers, etc. on your account until notification of death has been received by us. Upon notification, the Credit Union may continue to pay checks and recognize transfers and other payments authorized by the deceased account owner for a period of ten (10) days after the date of death, unless other instructions have been received by the Credit Union from any party who claims an interest in the account. Should any party claim funds in your account after your death, that party may be requested to indemnify Credit Union of Denver in a form deemed acceptable by the credit union for any losses which result from honoring that claim. Any heirs, successors, or legal representatives of any account owner shall be bound by this agreement.

Substitute Checks. To make check processing faster, federal law (Check 21) permits financial institutions to replace original checks with "Substitute Checks". These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute checks. In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was incorrectly withdrawn from your account and fees that were charged as a result of the incorrect withdrawal (for example, NSF check fees). The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law. If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we receive your claim and the remainder of your refund (plus interest if your account earns interest) not

later than 45 calendar days after your claim is received. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include 1) a description of why you have suffered a loss, 2) an estimate of the amount of your loss, 3) an explanation of why the substitute check you received is insufficient to confirm that you suffered a loss, and 4) a copy of the substitute check or information to help us identify it.

Postdated Checks. If you write a postdated check, we have the right to pay the check upon presentation without regard to the date on the check and to charge your account. Or, we can return the check unpaid. In either case, Credit Union of Denver shall have no liability to you or any other party for any loss, cost, damage or inconvenience resulting from our handling of any post-dated check.

Stale-dated Checks. We may pay or return a check at our option which is more than six months old. In either case, Credit Union of Denver may do this without giving you prior notice and Credit Union of Denver shall have no liability to you or any other party for any loss, cost, damage or inconvenience resulting from our handling of any stale-dated check.

Stop Payment. You may request a stop payment order on any check, including postdated checks, you or any account owner draw upon any savings, checking, or loan account. You may also request a stop payment on a series of checks which are lost or stolen. You may request a stop payment by telephone, mail, online banking, or in person. Stop payment requests can only be honored if you notify Credit Union of Denver in sufficient time to allow us to avoid processing your check. Your stop payment request must include the exact name of the payee, date of the check, check number, exact amount of the check and your account number. Stop payment requests for lost/stolen checks will not have expiration dates. Stop payment release forms will need to be signed for lost/stolen checks to be honored. Credit Union of Denver will not be responsible for failing to stop payment on any check if you should give the Credit Union incorrect or incomplete information. Verbal requests are effective for fourteen (14) calendar days and may expire unless a signed stop payment request has been received by the credit union. Written stop payment orders are effective for six (6) calendar months. There is a charge for each stop payment request. Please refer to the Investment Rates and Fee Schedule for fees associated with this transaction. In addition, you agree to pay any other expenses or costs we incur as a result of your stop payment request. We will not be liable if we pay a check by mistake (unless we fail to exercise ordinary care under the circumstances and follow normal operating procedures). If we re-credit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer all of your rights against the payee or other holders of the check to the Credit Union, and to assist us in any legal action. You agree to indemnify and hold the Credit Union harmless and reimburse Credit Union of Denver for all costs, including attorneys' fees, claims or damages related to the Credit Union refusing payment of an item, including claims made by any multiple party account owner, endorsee, or payee in failing to stop payment of an item as a result of you providing incorrect or incomplete information. The Credit Union has no obligation to honor a stop payment request pertaining to a certified or Credit Union issued item. However, under certain conditions the Credit Union may effectuate such a request. Such conditions may include but are not limited to: a) your purchasing a lost instrument bond or acceptable indemnity agreement; b) your executing and providing to the Credit Union a declaration of loss form satisfactory to the Credit Union; and c) your providing such other assurances to the Credit Union as the Credit Union may request. In the event that the Credit Union accepts a stop payment request on a certified or Credit Union issued item, that stop payment is subject to being lifted at the Credit Union's discretion and to waiting such period of time as the Credit Union may require before reissuing or re-crediting the funds.

Authorized Signature. Credit Union of Denver must have your authorized signature on an Application for Membership in order to access any of your accounts. If for any reason Credit Union of Denver believes a signature on any item is not genuine, we will not be held liable for not honoring any such item. The Credit Union is authorized to recognize your signature or any pre-authorized facsimile signature even if the facsimile was made by an unauthorized person.

Accessibility. Credit Union of Denver authorizes you to make withdrawals or transfers from your account using options allowed by us. Should the Credit Union choose to accept or return as unpaid any withdrawal or transfer request not on a form authorized by Credit Union of Denver, you will be responsible for any loss incurred by the Credit Union. We may restrict any transactions on your account in the event that we have a reasonable reason to do so in our sole and absolute discretion.

ACH & Wire Transfers. Credits and debits may be made to or from your account through Automated Clearing House (ACH) transfer or wire transfer. The National Automated Clearing House Association governs ACH transactions. If wire transfers are cleared through the Federal Reserve Bank, they are governed by Federal Reserve Regulation J. Credit Union of Denver is not

required to notify you when funds are received, however the transaction will be reflected on your Account Statement. Before processing a wire transfer, the Credit Union requires that the funds be designated to the recipient, corresponding financial institution and by account or identifying number. Credit Union of Denver and other financial institutions may rely on the identifying account numbers which you have provided, even if the numbers identify a different recipient or institution. (Please refer to the Regulation J disclosure found later in this booklet.)

Signature Verification. Upon presentation of a check, it is not necessary that the Credit Union consider any information other than the amount of the item, the signature of the maker and the magnetic encoding. This is recognized as ordinary care in paying an item. Credit Union of Denver does not provide sight examination of items.

Investment Rates and Fees. Credit Union of Denver provides an Investment Rates and Fee Schedule which outlines rates, fees and minimum balance requirements that may affect your accounts. The Investment Rates and Fee Schedule may be changed by the Credit Union at any time. Credit Union of Denver will notify you of specific changes that are required by law.

Withdrawal Restrictions. Sufficient funds or overdraft protection must be available in order to allow withdrawals. Items presented for payment from an account which has non-sufficient funds will be charged a fee as noted in the Investment Rates and Fee Schedule. Credit Union of Denver will notify you as required by law of any changes.

Additional withdrawal restrictions may apply in other cases such as: (1) a dispute between the owners (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; (5) you fail to repay a Credit Union loan on time; or (6) we receive notice that you have engaged in illegal account activity or account activity that the credit union reasonably believes may cause a loss to the Credit Union. We reserve the right to require members to give notice in writing of any intended withdrawals from any account of not less than seven (7) days and up to sixty (60) days in accordance with applicable law before such withdrawal except for the funds in the Checking Account. If such action is taken, Credit Union of Denver may notify you. Members may be required to give written notice to the Credit Union intent to withdraw all or part of any funds in any account in accordance with Credit Union of Denver bylaws.

Transfer Limitations. Please refer to the Regulation D disclosure found later in this booklet.

Checking Restrictions. All checks should be written in black or blue ink. We will not accept responsibility for errors resulting from checks ordered from any source other than the Credit Union's check printing vendor. You, the member, are responsible for all costs resulting from such errors. If you pay for something with a check, you may authorize your check orally or in writing to be converted to an electronic funds transfer. The merchant will debit your account by using the routing, account and serial number of your check to initiate the transfer whether the check is blank, partially or fully completed and signed. Your account will also be debited for return check fees that you authorize. This Electronic Check Conversion is subject to terms of our Electronic Funds Transfer Agreement. You authorize this conversion by completing the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or also by signing a written authorization. You authorize us to honor any electronic check conversion from your checking account just the same as a regular written check. You remain responsible for notifying us of any unauthorized electronic check transfer shown on your statement. The Credit Union is under no obligation to pay a check that exceeds the fully paid and collected balance in the account. However, if any account owner writes a check that would exceed such balance and result in their checking account being overdrawn, the Credit Union may treat such balance and result to the Credit Union for an advance (in multiples predetermined by the Credit Union) from the savings or loan account identified below sufficient to permit the Credit Union to pay such check and credit the loan advance to this account if specified. The primary member is responsible for all checking account overdrafts initiated by the joint owner. The prime savings will be set up as the initial overdraft source to the checking account until a subsequent change is initiated by the member. It is the member owner's responsibility to verify that the overdraft protection is set up correctly on the account. Order of overdraft is predetermined and pre-authorized upon opening of account or subsequent change. Credit Union of Denver is not obligated to notify you should a check be returned uncollected for non-sufficient funds. Non-sufficient funds could be a result of check, ATM or Debit Card or holds resulting from notification of a deposited/cashed item being returned not paid. Your account may be charged for the amount of any returned deposit item. For items for which there are non-sufficient funds in your account, we may return the item or pay it and charge you a fee. Please refer to the Investment Rates and Fee Schedule.

If none of the owners are eligible to receive a loan advance as provided above, the Credit Union may pay such check and transfer funds to the checking account in multiples predetermined by Credit Union of Denver, from any other account suffix from which the owner is then eligible to withdraw funds. Please refer to the Investment Rates and Fee Schedule for a list of current fees.

The Credit Union may pay a check on whatever day it is presented for payment, notwithstanding the date (or any other limita-

tion on the time of payment) appearing on the check. When paid, checks become the property of the Credit Union and will not be returned either with the periodic statement of this account or otherwise. Except for negligence, the Credit Union is not liable for any action it takes regarding the payment or nonpayment of a check. Any objection regarding any item shown on a periodic statement of a checking account is waived unless made in writing to the Credit Union before the end of 60 days after the statement is mailed. Checking accounts are subject to the Credit Union's right to require advance notice of withdrawals as provided in its bylaws. The Credit Union will not be liable for account information provided by you to a third party vendor for the purpose of creating a check and will honor that check under the same guidelines as regular checks. (See Electronic Funds Transfer, Regulation "E" Disclosure). Checking accounts are also subject to such other terms, conditions and service charges as the Credit Union may establish from time to time.

In paying one or more overdraft(s), Credit Union of Denver does not commit to pay future overdrafts and may discontinue to pay overdrafts without notice. If your account is charged a fee by the Credit Union that would overdraw your account, you are responsible for paying both the overdrawn amount and any applicable fees immediately.

The Membership and Account Agreement will govern transfers from the Account to pay for a check. Credit Union of Denver's Credit Agreement will govern transfers from a loan to pay a check.

Overdraft Privilege Service. The credit union offers an Overdraft Privilege Program which, at the credit union's discretion, will provide payment of checks, authorized Debit Card transactions or ACH transactions from the checking account, when all available funds from all specified overdraft sources have been depleted. Members are eligible for and are automatically enrolled in this program so long as they are 18 years of age and older; have an active checking account that has been opened at least ninety (90) days (Business and Trust Accounts are not eligible); are in good standing, with no Credit Union of Denver loans past due and have not caused the credit union to incur a loss. Overdrafts that result from using an Automated Teller Machine (ATM) or a transaction with a teller will not qualify for Overdraft Privilege. The credit union may clear through checks, ACH and authorized Debit Card transactions when there are no funds available. The items will NOT be returned to the original payee, but a PAID NSF fee may be applied per item (please refer to the Investment Rates and Fee Schedule as the PAID NSF fee and the NSF fee are the same). A fee will be charged for each Overdraft Privilege transaction and items will be paid in the order they are received, which may cause more than one overdraft fee per day, depending on the number of checks presented on, and other withdrawals made from your account. The Overdraft Privilege program may pay items up to a total of \$500 which includes the fees assessed. If you do not wish to have Overdraft Privilege, you must notify us in writing that you do not wish to have this service.

Endorsements. The space indicated on the back of a check which is between the top edge and 1 1/2 inches from the top edge is where endorsements must be placed. Checks with endorsements outside of the space may not be accepted by Credit Union of Denver. You will be liable for any loss incurred by Credit Union of Denver due to, or caused by, any endorsements or other markings you or any previous endorser has made on the check which may cause any delay or error in processing the item for payment. Credit Union of Denver is authorized to recognize any of the signatures subscribed on a check, transfer, or other item for deposit into any of your accounts, if they are made payable to, or to the order of, any one or more owners on the account whether or not they are signed by all payees. Credit Union of Denver reserves the right to obtain or request any missing endorsements should we deem it necessary. Should any item presented for payment require an endorsement as stated on the back of the check, Credit Union of Denver may require the endorsement as exactly stated on the item. Items presented for payment in person must be endorsed with the signature of the payee named on the front of the check.

Third Party Checks. A third party check is a check that is made payable to one or more individuals, who then negotiate that check to another party prior to presentment for payment. Credit Union of Denver may refuse to accept any third party check for payment or deposit, unless the payees to whom the check was made payable are present at the time the check is presented for payment or deposit and are able to provide satisfactory proof to the Credit Union (in the credit union's sole and absolute discretion) that (a) the check(s) have been legally negotiated to the party presenting the check for payment or deposit, (b) all required endorsers have properly endorsed and provided proper identification, and (c) that the check has not been altered and is not subject to any claims or defenses to payment. Should we choose to accept a third party item, a valid Government Issued ID of the original payee will be required on all third party US Treasury checks presented at the teller line, drive-up, night depository, ATM or by mail. Credit Union of Denver may also require a valid Government Issued ID of the original payees on other items at our discretion. There will be a five-day hold on all third party checks over \$200.00.

If any payee or party on a third party check is known to have caused a loss to Credit Union of Denver, Credit Union of Denver retains the right to refuse to accept the item for negotiation.

Collection of Items. Credit Union of Denver reserves the right to send any item for collection. If an item presented is drawn on a foreign bank, or we doubt collectability of an item, the credit union reserves the right to accept the item for collection rather than deposit and will not credit your account until the funds have been collected. Deposits made to any facility which is not

staffed [Automated Teller Machine (ATM)], or any deposits made through the mail are not the responsibility of Credit Union of Denver until the Credit Union receives them. Credit Union of Denver acts only as your agent, assuming no responsibility beyond practice of ordinary care while handling any collections or deposits. We will not be liable for loss in transit or for any negligence of any correspondent. Each correspondent is responsible for and will only be liable for their own negligence.

Final Payment. All items or Automated Clearing House (ACH) transfers which are to be credited to your account are provisional and are dependent upon Credit Union of Denver's receipt of final payment. Credit Union of Denver reserves the right to refuse any item or ACH funds transfer. We reserve the right to charge your account for any such item and to charge a fee as stated in the Investment Rates and Fee Schedule. Credit Union of Denver may charge you for any fee incurred by us relating to the collection of any item.

Returned Deposit Items. Should any items deposited or cashed by you be returned to us unpaid, we reserve the right to charge your account whether or not said funds have been made available for your use, or whether or not the funds are remaining in the account. If the funds are no longer available your account will be overdrawn by the amount of the returned item, along with the amount of any fee. Please refer to the Investment Rates and Fee Schedule for a list of current fees. In addition the non-payment of an item may result in either temporary or permanent restrictions being placed on your account.

Right of Offset. Should your account go negative, or should you owe Credit Union of Denver money for any reason, at any time, Credit Union of Denver has the right to collect funds from any credit union account on which you are a co-owner or signer, without providing advance notice to you. Until any past-due monies owing to the credit union are paid in full, Credit Union of Denver is under no obligation to provide any services to you. Reinstatement of services after settlement of any debts owing to the credit union shall be within the sole and absolute discretion of the credit union. In the event of your death, the credit union shall have the right to hold all funds on deposit until satisfactory arrangements are made for payment of any outstanding indebtedness that you may owe to the credit union.

Direct Deposit. Credit Union of Denver may offer pre-authorized deposits including direct deposit, direct allocations and internal authorizations of transfer. Each direct deposit must be authorized by utilizing a separate authorized allocation or internal authorization of transfer. Credit Union of Denver reserves the right to request at least 30 days prior notice to initiate. Any direct deposit you fail to cancel when filing bankruptcy authorizes your employer and Credit Union of Denver to follow through with any pre-authorization we have on file at the Credit Union. Should the U.S. Government or any other governmental entity, for any reason, require the Credit Union to reimburse it for any benefit payment deposited into your account, Credit Union of Denver may deduct, unless prohibited by law, the amount to be returned from any of your accounts. The Credit Union is not liable for any costs or loss incurred by you if funds are not received. The Member is responsible for funds when the Credit Union receives a Reclamation request.

Crediting of Deposits. If a deposited item is returned unpaid, we have the right, not the obligation, to present the item for payment a second time, or more, although we are not required to do so. When presenting an item a second time, or more, for payment, we will not be liable for any consequences which may result. We also will not be responsible for any consequences if we do not present the item for payment a second time. Presentation two or more times may lengthen the period when the funds will be unavailable. Each time the item is returned unpaid, a return item fee may be imposed (Please refer to the Fee Schedule for a list of current fees). We will not pay interest on account deposits that are reversed because an item is returned unpaid.

Deposits made after business hours, on Credit Union holidays, and on days that are not business days will be credited to your account on the following business day. Additionally, if the form of a particular deposit is concerning to us, or requires further evaluation in our judgment, we may defer the decision to accept the item until the close of business the next business day in our sole and absolute discretion. Night deposits are processed on the day they are removed. Funds drawn on an institution located outside the United States will be sent for collection and credited to your account when we receive final payment. Funds received may include fees charged by the financial institution the funds are drawn on, as well as Credit Union of Denver. Please refer to the Fee Schedule.

Credit Union Liability. You agree to give Credit Union of Denver the right to rely solely on the terms of the Agreement and on the type of the account in accepting payments of funds deposited to that account. Any conflict between any written form and any verbal representation by you or Credit Union employees shall be resolved by reference to this Agreement and any other applicable written form. In the event that a conflict or ambiguity arises between the terms of your signature card, your historical account documentation, your transaction documentation and any other documentation that we may receive or have in our possession related to you or your account(s), you agree that the Credit Union shall have the right to interpret such documentation or information in the manner deemed the most logical and appropriate by the Credit Union under the circumstances, and that the decision and interpretation of the Credit Union in that regard shall be final and binding upon you and all third parties, and shall not be subject to review or contestation. Should the Credit Union not complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, unless applicable law provides

otherwise. We will not be liable if: (1) your account contains insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; (4) your account is subject to legal process or other claim; or (5) your account does not meet our membership requirements as set forth in this Agreement. We also reserve the right to deny liability related to any transaction when we determine that your own actions or omissions to act substantially contributed to the incurrence of the claim or loss. We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft and we shall have no liability for refusing payment. We will not be liable for consequential damages, except liability for wrongful dishonor. 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 banking 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 Account Agreement.

Liens and Security Interests. By applying for membership at the Credit Union you unconditionally grant the Credit Union a consensual security interest in all of your funds at any time on deposit with the Credit Union to secure all amounts that you may now or in the future owe to the Credit Union. If you or any person named as a joint account holder with you owe us money as a borrower, guarantor, endorser, account holder or otherwise, we may use the funds on deposit in any of the accounts in which you have an ownership interest to pay all or any portion of any debt or other amount which you or any joint account holder owe to us. This right of offset will not apply to loan obligations secured by your residence, or where prohibited by law. We may apply the funds on deposit to your obligations in any order deemed appropriate by us, including offset of funds on deposit prior to maturing, without further notice to you. If we choose not to enforce our security interest in your funds on deposit on a particular occasion, we do not waive our right to enforce the security interest later. All accounts are non-assignable and non-transferable to third parties.

Legal Process. If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest. Any collateral pledged by you at any time as security for any of your loan obligations to us (excluding real estate loans) shall also serve as collateral to secure payment of any and all other liabilities or obligations which you now or in the future may owe to us until we agree in writing to release our security interest on such loan collateral. This cross-collateral right of the Credit Union shall also extend to any and all additions, accessions, attachments, improvements, accessories, repairs, replacements or substitutions to such pledged collateral. If we receive a garnishment or levy on any of your accounts, you agree that the Credit Union may offset any amount subject to garnishment or levy against any indebtedness that you may now or hereafter owe to the Credit Union. Additionally, you agree that the Credit Union may assess your account a reasonable fee not to exceed \$50 to compensate the Credit Union for the cost of processing the garnishment or levy.

Tax Payer Identification Numbers and Backup Withholding. Your failure to furnish a correct Taxpayer Identification Number (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 and certain other payments. If (a) you fail to provide your TIN to us, (b) we find that the TIN you provided is incorrect, or we suspect the TIN you provided to us is incorrect and you fail to provide us with satisfactory documentation verifying your TIN within fifteen (15) days of our written request, the Credit Union may suspend all activity on your account or close your account, whichever is applicable or deemed appropriate by the Credit Union.

Account Renumber. Account renumbering may be required for any account that has been compromised in the opinion of the credit union or that was otherwise reported to be involved in a fraudulent or potentially fraudulent transaction in order to minimize the risk of loss to all parties. Your failure to fully cooperate with the requested re-numbering of any account will be grounds for immediate closure of the account.

Fraud. Members are required to report fraudulent activity on their account no later than 60 days after the statement has been mailed. Credit Union of Denver requires that a police report be filed and that any individuals known or suspected to be involved in any reported fraudulent activity be listed as suspects in the police report. Credit Union of Denver also requires that a hard copy of the police report be provided by the member claiming fraudulent activity prior to the commencement of any internal investigation. In addition, Credit Union of Denver requires that any and all applicable Affidavits and Dispute Forms be completed correctly prior to a determination being made about whether or not any lost funds from claimed fraudulent activity can be reimbursed to the member. The Credit Union is not required to credit funds back to an account as a result of claimed fraudulent activity until all required documents are received and our own internal investigation has been completed, and a determination is made that the claim of fraudulent activity is legitimate. The Credit Union may, but is not required to, provide provisional account credit while our internal investigation is ongoing as a member courtesy. In the event that provisional credit it provided and a claim of fraudulent activity is later denied or deemed unsubstantiated, any provisional credit will be reversed.

Members Who Cause the Credit Union any Loss. The Credit Union shall not extend any credit or services to any member, joint owner or user who has caused the Credit Union to incur a loss that has not been repaid, unless it is in the best interests of the Credit Union to do otherwise.

Suspension / Denial of Services. We may terminate your account at any time without notice to you for reasonable cause. We may require you to close your account and/or your services may be involuntarily restricted or denied if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection source; (6) there has been any misrepresentation or any other abuse of any of your accounts; (7) your account is declared inactive; (8) you have failed to participate in the Credit Union by making a share deposit or loan advance for six months or more; (9) you have caused a loss to the Credit Union; (10) you threaten the safety of any staff person or member (11) you engage in behavior perceived by the Credit Union to be abusive, damaging or demeaning to any Credit Union staff person or member; (12) you have falsified any information submitted to the Credit Union or failed to promptly provide such documentation or information as is reasonably requested by the credit union to verify your account; or (13) the Credit Union reasonably deems it necessary to prevent a loss to us, or (14) you engage in conduct determined by the Board of Directors to be detrimental to the interests of the Credit Union. You may terminate any single party account by giving written notice to us. We reserve the right to require the written consent of all owners to terminate a joint account. We are not responsible for payment of any check, withdrawal, or other item after your account is terminated. However, if we pay an item after account termination, you agree to reimburse us for the amount of the item plus any handling charges. Credit Union of Denver is not responsible for any payment of any kind in regard to your account after you have closed it, including any check, withdrawal or other item. If the Credit Union does pay an item after the account has been closed, you agree to reimburse the amount to Credit Union of Denver within a reasonable period of time.

Termination of Membership. You may terminate your membership by giving us notice. You may be denied services or expelled for any reason allowed by applicable law, including but not limited to (a) violating the terms of this or any other Agreement that you have with the Credit Union, (b) causing a loss to the Credit Union, or (c) for any of the reasons specified in this Agreement or allowed by the credit union bylaws or applicable law.

Address Changes/Name Changes. Credit Union of Denver is required to send information to you only by mail to the most recent address that you have provided. It is your responsibility to notify us in writing of any change of address or change in your name, and include all account numbers which you wish to have your address and name changed on. In order to change the name on your account appropriate documentation will be required and such change cannot be completed until a new signature card is completed and signed. Credit Union of Denver will not be responsible if you neglect to instruct us to change your address or name on any particular account. Credit Union of Denver may charge you a fee for services and costs incurred if we make attempts to locate you, unless prohibited by law. Please refer to the Investment Rates & Fee Schedule.

Agency Designation. An agency designation is when an account owner has authorized a person other than themselves to make transactions on the accounts designated, as agent for the account owner. Credit Union of Denver may allow or refuse to allow an agency designation in its sole and absolute discretion. In the event that an agency designation is permitted, the Credit Union does not need to inquire of the use or purpose of any transaction by any agent. **An agent has no rights to vote in the Credit Union, and has no ownership interest in the account.**

Credit Reporting. For so long as you maintain an account at Credit Union of Denver, you authorize the Credit Union to periodically obtain a credit bureau report as deemed necessary by the Credit Union to open the account, for purpose of assisting with collection, extension or review, or for any other purpose deemed appropriate by the Credit Union. We retain the right to report negative account activity to credit reporting and check verifying agencies. If a negative response is received, the credit union maintains the right to close the account. You may request the credit union to supply you with the name and address of the credit reporting or check verification agency which is used by us to collect information for your accounts.

Under the Fair and Accurate Credit Transactions Act (FACTA) if you discover an item reported to the Credit Reporting Agency (CRA) by Credit Union of Denver that is reported in error you must promptly contact us in writing to notify us of the dispute. Please mail any correspondence regarding the alleged error to the address on your statement and include the specific information that is being disputed, explain the basis for your dispute, and include all supporting documentation required by Credit Union of Denver to substantiate the basis for the dispute.

Inactive Accounts. If your account falls below the minimum required balance, and/or you have not made a withdrawal from, deposit to, transfer, payment, or advance involving your account for more than one year (12 months) as specified in the Truth and Savings Terms and Conditions Disclosure, we may classify your account as an inactive account. Unless prohibited by applicable law, we may charge a fee for continuing to process your inactive account as set forth in the Fee Schedule. If we impose a fee, we will notify you at your last known address. You authorize us to transfer funds from another account of yours to cover any fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an accounts 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 sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. If your account is classified as inactive, or is declared abandoned, we may close your account and return the funds on deposit to your address of record. The posting of dividends to an account is not considered member-generated activity by the State of Colorado Escheat law. Funds in abandoned accounts will be reported and remitted in accordance with applicable State law. Once funds have been turned over to the state, we have no further liability to you for such funds. If you choose to reclaim such funds, you must apply to the appropriate state agency. Once funds have been turned over to the State of Colorado, Credit Union of Denver has no further liability to you for these funds.

Severability. Should any part of this Agreement be deemed by a court as being unenforceable for any reason, the balance of this Agreement shall continue to be enforceable and valid.

Statements. (a.) Contents. If we provide a periodic statement for your account, you will receive a periodic statement from us through the mail, or access to your periodic electronic statements when they are made available for your review describing transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for a joint account. If a statement is returned to us by the U.S. Postal Service, we reserve the right to hold further statements until you provide us with a good address. You understand and agree that, when paid, original checks become the property of the Credit Union and will not be returned to you. Copies may be retained by the Credit Union and may be made available upon your request. You understand and agree that paper statements are made available to you on the date they are mailed to you. You also understand and agree that checks or copies thereof are made available as soon as possible. The Credit Union may impose a fee for any copies requested as set forth in the Fee Schedule.

(b.) eStatements. When you agree to accept your periodic account statements online through online banking you will be responsible to access your Account eStatements, eNotices and Tax Statements (collectively "eDocuments") when they are made available for your review. By your consent to receive eDocuments you are telling the Credit Union that you have printing capability or the capability to store a copy of all periodic statements and notices electronically for your records. We will suspend mailing your statements when you consent to receiving statements online. In order to receive your periodic statements in paper form through the mail, you must withdraw your consent to receive online statements by contacting the Credit Union. A monthly fee may be assessed to your account if you choose to receive paper statements in the mail as outlined in our Fee Schedule. A fee for ordering a copy of your statement will be applied as outlined in our Fee Schedule.

(c.) Examination. You are responsible for examining each statement and reporting any irregularities to us. We will not be responsible for any forged, altered, unsigned or unauthorized items drawn on your account if: (1) you fail to notify us within sixty (60) days of the mailing date of the earliest statement regarding any forgery, alteration or unauthorized signature on any item described in the statement; or (2) any items are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.

(d.) Notice to Credit Union. You agree that the Credit Union's retention of checks does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes. We will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notification of any errors. 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

Third Party Transactions. We will not disclose any information to third parties in regard to your accounts, your balances, or any transactions made with the exception of: a) when it is necessary to complete the transaction; b) when it is in compliance with the law, government agency or court orders; c) when the third party needs to verify the existence or condition of your account when it is lawful to do so; or d) when you give us written permission; e) to business partners when deemed necessary to provide competitive products and services to our members.

Credit Union's Right to Investigate. It is agreed that it is critical to the Credit Union and its members that the Credit Union have full rights to investigate all transactions, methods and means of making transactions to protect its members and the Credit Union. Therefore, it is agreed that upon notification of any claim of error, unauthorized transaction(s) or other notification related to or arising from any transaction(s), methods or means of making transactions the Credit Union shall have full rights of investigation to extend to all persons, means and methods of making transactions. It is expressly agreed that this shall specifically include the right to inspect and scan a member's or user's access device(s); and to report the Credit Union's findings of such investigation to all owners and/or users. Additionally, in the event that the Credit Union has formed a reasonable belief that you and/or your account may in any manner be at risk as a result of possible financial abuse, neglect, exploitation, or abandonment, the Credit Union shall have the right to contact and make disclosure of the suspected at risk activity to any appropriate state, county or local law enforcement or adult protective services agency, and you agree to indemnify and hold the Credit Union harmless from any liability related to such contact and/or disclosure.

Prior Consent for Release of Financial Information Form. The Prior Consent To Release Financial Information form was developed to implement § 6-21-103, C.R.S., which requires financial institutions to offer eligible account holders the option to voluntarily sign a prior consent form to be placed in an account holder's file. All account holders have the option to voluntarily sign a prior consent form for placement in the account holder's file or record maintained by the Credit Union. By signing a prior consent form, an account holder waives the confidentiality limitations related to his or her financial records maintained at the Credit Union for the limited purpose of allowing the Credit Union to alert or notify the county department and a local law enforcement agency of known or suspected financial exploitation of the account holder and provide the county department and local law enforcement access to the account holder's records to investigate known or suspected financial exploitation of the account holder. A prior consent form executed pursuant to this section is effective until the Credit Union receives written notice of revocation and survives any disability of the account holder that occurs after the execution of the prior consent form. In the absence of actual knowledge of a judicial determination of incapacity, the Credit Union may assume that any account holder that executes a prior consent form has the legal capacity to perform the act. Nothing in this section or in a signed prior consent form creates a legal duty or obligates the Credit Union in any manner to report known or suspected financial exploitation of an account holder.

Written Notice. Any written notice Credit Union of Denver gives to you is effective on the date it is mailed. By notification of one account owner, it is considered that all owners of the account have been notified. Any written notice you give to Credit Union of Denver is effective on the date that it actually arrives at one of our Credit Union of Denver offices.

Change in Terms. We may amend (add to, delete from, or change) the terms of this Agreement at any time by sending a notice to any of you at the address or e-mail address shown in our records, by posting a notice or an amended Agreement on our Web Site, or by delivering it to you. You may choose not to accept the change by closing your account(s) or terminating this Agreement and your use of the Service. If you continue to utilize or maintain your account after the effective date of the amendment, you have agreed to the new terms.

Recording Conversations. You understand and agree that for our mutual protection we may record any of our telephone conversations with you.

Audit Cooperation. Upon request, you agree to provide the Credit Union auditor or the Credit Union examiner with reasonable cooperation to verify any of your account or loan balances, or specific account transactions.

Enforcement. You are liable to us for any loss, cost or expense we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, 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. To assist us in enforcing our rights under this Agreement now or in the future, you hereby authorize us to make inquiry to determine your employment history and to obtain information concerning any accounts with other institutions and your credit history, including consumer credit reports. If you ask us to follow instructions that we believe might expose us to claims, suits, losses, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require a bond or other protections that we deem necessary, including but not limited to an Indemnification Agreement containing such terms and conditions as we deem appropriate under the circumstances.

This Agreement is governed by the Bylaws of Credit Union of Denver, federal laws and regulations, and laws and regulations of the State of Colorado, and the National Association of Clearing House Association (NACHA) rules as amended from time to time. You agree that any legal action, as permitted by applicable law, regarding this Agreement, shall be brought in Jefferson County, Colorado.

<p>Negative Information Notice. We may report information about your loan and deposit accounts to credit bureaus. Late payments missed payments or other defaults on your account may be reflected in your credit report.</p>

Account Disclosures

Prime Savings/Share Account With or Without Life Savings Insurance

Account Structure. Variable rate, minimum balance required. The Prime Savings Account without life savings insurance has only one dividend rate and annual percentage yield. The Prime Savings Account with life savings insurance is a two tiered account where dividends are paid only on the portion of the daily balance that falls within the first or second tier. The annual percentage yield for the second tier will range from the lower to the higher percentage, depending on the balance in the account. The first tier has only one annual percentage yield. Please refer to the Investment Rates and Fee Schedule.

Compounding and Crediting. Dividends will be calculated daily, compounded and credited monthly. The dividend period begins the first calendar day of the month and ends on the last calendar day of the month. An Initial Deposit and Minimum Balance of \$5.00 is required to open and maintain a Prime Savings Account. Any portion of this amount, if withdrawn, may revoke your membership.

Rates and Fees. Please refer to the Investment Rates and Fee Schedule.

The Dividend Rate and Annual Percentage Yield. These are prospective rates and yields that the Credit Union anticipates paying for the dividend period. Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period. The Credit Union will use the daily balance method to compute dividends. Accrual of dividends will begin on cash and non-cash deposits on the business day you deposit them to your account. Accrued dividends will be credited to the account upon account closure.

Account Limitations. There are limitations on the number of certain types of transfers that you are allowed to make from certain savings type accounts per month. These are considered Regulation D transactions. Please refer to the **Regulation “D”** disclosure found later in this booklet. This account may be used as an overdraft protection source. Only the primary member may close the prime savings account.

Holiday Accounts

Account Structure: Fixed rate. The interest rate and annual percentage yield will remain in effect through October 31 of each year. The Holiday Club account will maintain the same ownership as indicated for the prime savings account.

Compounding and Crediting: The Credit Union will use the daily balance method to compute interest. Interest is calculated daily and paid at maturity. Funds will be disbursed on October 31, of each year, and available for withdrawal on November 1 and transferred only to the Prime Savings Account.

Initial Deposit: \$5.00 is required to open your account.

Rates and Fees: Please refer to the Investment Rates and Fee Schedule.

Renewal: This account will automatically renew as of November 1 of each year. There is no grace period following October 31.

Penalties: If the account is closed prior to the October 31 disbursement date, a penalty equal to the accrued but not yet credited interest, up to the date of closing of the account, will be assessed.

Accrual of Interest: Interest will begin on cash and non-cash deposits on the business day you deposit them to your account.

Account Limitations: Maximum balance total of \$5,000.00. Any funds other than interest exceeding \$5,000.00 will be transferred monthly to the Prime Savings Account. No partial withdrawals are permitted. No withdrawals are allowed for the first seven (7) days the account is open. Any early withdrawal of all or a portion of the funds in the account after these first seven (7) days the account is open and prior to October 31, of each year, will result in the account being closed at the time of the withdrawal, and loss of interest.

Checking Account (Share Draft)

Standard Disclosure Information:

- Applicant(s) must clear check reporting agency. The Credit Union also retains the right to obtain a Credit Bureau Report on each applicant.
- Statements are provided monthly.
- Original checks are imaged and are not returned with statements. Copies of the checks are retained and made available with applicable fee(s) for up to seven years. (See Investment Rates and Fee Schedule)

- Authorized overdraft sources are Prime Savings Account or Money Market Account and Line-of-Credit Loan.
- Debit Cards are available to qualified members to allow them access to their account via an Automated Teller Machine (ATM). Debit Cards must be surrendered upon closure of an account. Costs incurred by the Credit Union to recover, cancel, or revoke cards will be passed on to the member.
- Debit Cards may be used for purchases where MasterCard® is accepted.
- The Credit Union retains the right to close the account if three (3) returned items for Non-Sufficient Funds are received within 90 days or there is no activity for two (2) consecutive months and the account balance is less than \$100.00.
- The Credit Union and the payable through institution do not examine signatures or dates on checks prior to payment. Each member is responsible for the return detection of unauthorized or forged checks and the practice of postdating checks.
- Member's responsibility for check verification will be as follows:
 - Review monthly statements and verify all debit and credit transactions are processed correctly.
 - Notice of negative account status will be mailed to members. Verification of checks and debit transactions should be made upon receipt of these notices.
- Checks drawn against closed or nonexistent accounts will be returned unpaid when presented.

No Minimum Balance Checking Accounts (Share Draft)

Account Structure: No minimum balance is required to maintain the account.

Initial Deposit: No initial deposit or minimum balance is required to open an account.

Rates and Fees: Please refer to the Investment Rates and Fee Schedule for fees.

Interest: Interest is not paid on this account.

Checking with Interest Accounts (Share Draft)

Account Structure: Variable rate, minimum balance required.

Compounding and Crediting: The Credit Union will use the daily balance method to compute interest. Interest will be calculated daily, compounded and credited monthly. The interest period is monthly.

Initial Deposit: An initial minimum balance of \$1,000.00 is required to open and maintain a Checking Account with Interest.

Rates and Fees: Please refer to the Investment Rates and Fee Schedule.

Interest: Interest is paid on the entire balance provided the minimum amount of \$1,000.00 is maintained daily on the account. Accrual of interest will begin on cash and non-cash deposits on the business day you deposit them to your account. Accrued interest will be credited to the account upon account closure.

Account Limitations: A minimum daily balance of \$1,000.00 must be maintained in your account each day to obtain the disclosed annual percentage yield. If the daily balance should drop below \$1,000.00 at any time during the month, the account will be charged a fee (as disclosed on the Fee Schedule) for that month, and the account will not accrue interest for those days where the balance is below \$1,000.00.

Transfer to Minor Savings Accounts (Share)

Account Structure: Variable rate, minimum balance required.

Compounding and Crediting: The Credit Union will use the daily balance method to compute interest. Interest will be calculated daily, compounded and credited monthly. The interest period is monthly.

Initial Deposit: Initial deposit of \$5.00 is required to open and maintain a Transfer to Minors Account.

Rates and Fees: Please refer to the Investment Rates and Fee Schedule.

Interest: Accrual of interest will begin on cash and non-cash deposits on the business day you deposit them to your account. Accrued interest will be credited to the account upon account closure.

Account Limitations: Transfer to Minors Accounts are in accordance with Colorado Uniform Transfer to Minor Act under Colorado Statutes, Title II Article 50 11-50-101, et. seq CRS. There are limitations on the number of certain types of transfers that you are allowed to transfer from Prime Savings, Special Savings and Money Market Accounts per month. These are considered Regulation "D" transactions. Please refer to the Regulation "D" disclosure found later in this booklet. This account may not be used as an overdraft protection source.

Special Savings Accounts (Share)

Account Structure: Variable rate.

Compounding and Crediting: The Credit Union will use the daily balance method to compute interest. Interest will be calculated daily, compounded and credited monthly. The interest period is monthly.

Initial Deposit: An initial deposit of \$5.00 is required to open a Special Savings Account.

Rates and Fees: Please refer to the Investment Rates and Fee Schedule.

Accrual of Interest: Accrual of interest will begin on cash and non-cash deposits on the business day you deposit them to your account. Accrued interest will be credited to the account upon closure.

Account Limitations: There are limitations on the number of certain types of transfers that you are allowed to make from Special Savings Accounts per month. These are considered Regulation “D” transactions. Please refer to the Regulation “D” disclosure found later in this booklet. This account may not be used as an overdraft source.

Secured Card Savings Accounts (Share)

Account Structure: Variable rate

Compounding and Crediting: The credit union will use the daily balance method to compute interest. Interest will be calculated daily, compounded and credited monthly. The interest period is monthly.

Initial Deposit: \$100.00 is required to open a Secured Card Savings Account.

Rates and Fees: Please refer to the Investment Rates and Fee Schedule.

Accrual of Interest: Interest will begin on cash and non-cash deposits on the business day you deposit them to your account. Accrued Interest will be credited to the account upon account closure.

Account Limitations: There are no withdrawals allowed. This account may not be used as an overdraft protection source.

Social Security Beneficiary/Representative Payee Savings Accounts (Share)

Account Structure: Variable rate, minimum balance required.

Compounding and Crediting: The Credit Union will use the daily balance method to compute interest. Interest will be calculated daily, compounded and credited monthly. The interest period is monthly.

Initial Deposit: Initial deposit of \$5.00 is required to open and maintain a Social Security Beneficiary/Representative Savings Account.

Rates and Fees: Please refer to the Investment Rates and Fee Schedule.

Interest: Accrual of interest will begin on cash and non-cash deposits on the business day you deposit them to your account. Accrued interest will be credited to the account upon account closure.

Account Limitations: Social Security Beneficiary/Representative Savings Accounts are set up specifically for Social Security distributions for one beneficiary and administered by one representative payee as determined by the Social Security Administration. Funds can only be accessed by the Representative Payee. There are limitations on the number of certain types of transfers that you are allowed to transfer from Prime Savings and Money Market Accounts per month. These are considered Regulation D transactions. Please refer to the Regulation D disclosure found later in this booklet. **This type of account cannot be transacted on through the Shared Branching Network.**

Social Security Beneficiary/Representative Payee Checking Account (Share Draft)

Standard Disclosure Information:

- Beneficiary and Representative Payee must clear check reporting agency. The Credit Union also retains the right to obtain a Credit Bureau Report on the Beneficiary and Representative Payee.
- Representative Payee must be a member of the Credit Union of Denver.
- Statements provided monthly.
- Original checks are imaged and are not returned with statements. Copies of the checks may be obtained with applicable fee(s). See Investment Rates and Fee Schedule.
- Authorized overdraft sources are Prime Savings Account or Money Market Account. Account is not eligible for Line-of-Credit Loan.
- A Debit Card is available to the Representative Payee to allow access to the account via an Automated Teller Machine (ATM). The Debit Card must be surrendered upon closure of an account. Costs incurred by

the Credit Union to recover, cancel, or revoke cards will be passed on to the member.

- Debit Cards may be used for purchases where MasterCard is accepted.
- The Credit Union retains the right to close the account if three (3) returned items for Non-Sufficient Funds are received within 90 days or there is no activity for two (2) consecutive months and the account balance is less than \$100.00
- The Credit Union and the payable through institution do not examine signatures or dates on checks prior to payment. Each member is responsible for the return detection of unauthorized or forged checks and the practice of postdating checks.
- Member's responsibility for check verification will be as follows:
 - Review monthly statements and verify all debit and credit transactions are processed correctly.
 - Notice of negative account status will be mailed to members. Verification of checks should be made upon receipt of these notices.
- Checks drawn against closed or nonexistent accounts will be returned unpaid when presented.

Social Security Beneficiary/Representative Payee Money Market and Social Security Beneficiary/Representative Certificates of Deposit (Share Certificates)

Account Structure: Money Market and Certificate of Deposit disclosures are located under their specific heading in this book.

Money Market Accounts

Account Structure: Variable rate. This is a four tiered account where interest is paid on the entire portion of the daily balance that falls within the first, second, third, and fourth tier, as applicable. If your daily balance is less than \$2,500.00 (provided you maintain a minimum daily balance of \$1,000.00), the interest rate on the entire balance will be as disclosed for tier one (1). If your daily balance is \$2,500.00 or more but less than \$10,000.00, the interest rate on the entire balance in your account will be as disclosed for tier two (2). If your daily balance is \$10,000 or more but less than \$45,000, the interest rate on the entire balance in your account will be disclosed as tier three (3). Balances of \$45,000 and above will be disclosed as tier four (4). The Money Market account will maintain the same ownership and POD as indicated for the Prime Savings account.

Compounding and Crediting: The Credit Union will use the daily balance method to compute interest. Interest will be calculated daily, compounded and credited monthly. The interest period is monthly.

Rates and Fees: Please refer to the Investment Rates and Fee Schedule.

Accrual of Interest: The accrual of interest will begin on cash and non-cash deposits on the business day you deposit them to your account. Accrued interest will be credited to the account upon account closure.

Account Limitations: There are limitations on the number of certain types of transfers that you are allowed to make from Money Market Accounts per month. These are considered Regulation "D" transactions. Please refer to the Regulation "D" disclosure found later in this booklet. This account may be used as an overdraft protection source. A minimum daily balance of \$1,000.00 must be maintained in your account each day to obtain the disclosed annual percentage yield. If the balance should drop below \$1,000.00 at any time during the month, the account will not accrue interest for those days where the balance is below \$1,000.00.

Liquid Asset Accounts

Account Structure: Variable rate. This is a three tiered account where interest is paid on the entire portion of the daily balance that falls within the first, second or third tier as applicable. If the daily balance is less than \$45,000.00 (provided you maintain a minimum daily balance of \$25,000.00), the interest rate on the entire balance will be as disclosed for tier one (1). If the daily balance is \$45,000.00 or more, but less than \$100,000.00, the interest rate on the entire balance in your account will be as disclosed for tier two (2). If the daily balance is \$100,000 and above, the interest rate on the entire balance in your account will be as disclosed for tier three (3). The Liquid Asset Account will maintain the same ownership as indicated for the Prime Savings Account.

Compounding and Crediting: The credit union will use the daily balance method to compute interest. Interest will be calculated daily, compounded and credited monthly. The interest period is monthly.

Initial Deposit: An initial deposit and minimum balance of \$25,000.00 is required to open a Liquid Asset Account.

Rates and Fees: A fee may be assessed if the balance falls below the \$25,000.00 minimum or if the account is closed within 30 days from opening. Please refer to the Investment Rates and Fee Schedule.

Accrual of Interest: Accrual of interest will begin on cash and non-cash deposits on the business day you deposit them to your account as long as the minimum balance requirements are met.

Accrued Interest: Accrued interest will be credited to the account upon account closure.

Account Limitations: There are limitations on the number of certain types of transfers that you are allowed to make from the Liquid Asset Account per month. These are considered Regulation “D” transactions. Please refer to the Regulation “D” disclosure found later in this booklet. Also, a fee will be imposed for more than one (1) withdrawal or transfer per month. Please refer to the Investment Rates and Fee Schedule for fees associated with this account. This account may not be used as an overdraft protection source. A minimum daily balance of \$25,000.00 must be maintained in your account each day to obtain the disclosed annual percentage yield. If the balance should drop below \$25,000.00 at any time during the month, the account will be charged a fee (as disclosed on the Investment Rates and Fee Schedule) for that month and the account will not accrue interest for those days where the balance is below \$25,000.00.

High Yield Money Market Accounts

Account Structure: Variable rate. This is a two tiered account where interest is only paid on the entire portion above \$10,000.00 in the first or second tier as applicable. If your daily balance is \$10,000.00 but less than \$45,000.00 (provided you maintain a minimum daily balance of \$10,000.00), the interest rate on the entire balance will be as disclosed for tier one (1). Balances of \$45,000.00 and above (provided you maintain a minimum daily balance of \$45,000.00) will be disclosed as tier two (2). The High Yield Money Market Account will maintain the same ownership and POD as indicated for the Prime Savings Account.

Compounding and Crediting: The credit union will use the daily balance method to compute interest. Interest will be calculated daily, compounded and credited monthly. The interest period is monthly.

Initial Deposit: An initial deposit of \$10,000.00 is required to open a High Yield Money Market Account.

Rates and Fees: Accrual of Interest will begin on cash and non-cash deposits on the business day you deposit them to your account as long as the minimum balance requirements are met. Accrued Interest will be credited to the account upon account closure. Please refer to the Investment Rates and Fee Schedule.

Account Limitations: There are limitations on the number of certain types of transfers that you are allowed to make from the High Yield Money Market Account per month. These are considered Regulation “D” transactions. Please refer to the Regulation “D” disclosure found later in this booklet. Please refer to the Investment Rates and Fee Schedule for fees associated with this account. This account may not be used as an overdraft protection source. A minimum daily balance of \$10,000.00 must be maintained in your account each day to obtain the disclosed annual percentage yield. If the balance should drop below \$10,000.00 at any time during the month, the account will be charged a fee (as disclosed on the Investment Rates and Fee Schedule) for that month and the account will not accrue interest for those days where the balance is below \$10,000.00.

Term Certificates of Deposit (Share Certificates)

Account Structure: Fixed rate. Minimum balance required. The interest rate and annual percentage yield will remain in effect for the term of the certificate.

Compounding and Crediting: The Credit Union will use the daily balance method to compute interest. Interest will be calculated daily, compounded and credited monthly. The interest period is monthly. Members may elect that interest paid may be transferred to their Prime Savings Account without penalty. The annual percentage yield assumes that interest will remain in the account until maturity. A withdrawal of interest will reduce earnings. At time of maturity when the grace period has passed, interest becomes principal and is not available for withdrawal.

Initial Deposit and Minimum Balance: An initial deposit and minimum balance is required to open and maintain a Certificate of Deposit Account. Certificates are available in varying amounts, rates and terms. Please refer to the Investment Rates and Fee Schedule for current terms of certificates offered along with interest rates, annual percentage yield and fees associated with these accounts.

Rates and Fees: Please refer to the Investment Rates and Fee Schedule.

Penalties: A substantial penalty is imposed for failure to comply with the terms and conditions of the certificate. If certificate funds other than interest are withdrawn before maturity date, there will be a forfeiture of interest based on the original term of the certificate: 1) one year or less - 31 days interest or \$20.00, whichever is greater. 2) Over one year but less than 5 years - 90 days interest or \$20.00, whichever is greater. 3) Five years or more - 180 days interest or \$20.00, whichever is greater.

Interest paid during the grace period is determined by the Asset/Liability Committee. Beginning at grace period, the inter-

est rate paid will be the rate published on that date. Accrual of interest will begin on cash and non-cash (checks) deposits on the business day you deposit them to your account. Accrued interest will be credited to the account upon account closure.

Account Limitations: Certificates of Deposit are not transferable except on the books of the Credit Union. No additions are allowed during the term of the certificate. Withdrawals may be made at maturity or within the grace period (10 calendar days following maturity) without being charged a penalty. The Starter Certificate does allow deposits during the term of the certificate. The Starter Certificate allows a maximum balance of \$5,000.00 and any excess funds other than interest will be transferred monthly to the Prime Savings Account.

Maturity: Members will be notified at least ten (10) days prior to maturity on certificate accounts. Renewable certificates will automatically renew at the specified term and at the prevailing rate. Non-renewable Certificate Accounts will be transferred to Prime Savings Accounts automatically at maturity. Please refer to your certificate receipt for the specific maturity date and renewability.

Individual Retirement Account (IRAs)/Coverdell Education Savings Account (ESAs) Daily Deposit IRA/ESA

Account Structure: Variable rate. Minimum balance required. This is a tiered account. Please refer to the Investment Rates and Fee Schedule for current interest rates and annual percentage yields.

Compounding and Crediting: The Credit Union will use the daily balance method to compute interest. Interest will be calculated daily, compounded and credited monthly. The interest period is monthly.

Initial Deposit and Minimum Balance: An initial deposit and minimum balance of \$100.00 is required to open and maintain a Daily Deposit IRA or ESA. Please refer to the Investment Rates and Fee Schedule for current interest rates, annual percentage yields and fees associated with the account.

Accrual of Interest: Accrual of interest will begin on cash and non-cash deposits on the business day you deposit them to your account. Accrued interest will be credited to the account upon account closure.

Penalties: A fee may be assessed when closing the account.

Account Limitations: IRAs and ESAs are subject to limitations in accordance with the Internal Revenue

Service Rules and Regulations: Members over seventy and one half (70 ½) years of age may make withdrawals or close their IRA Certificate without penalty during the term of the certificate.

IRA/ESA Certificates of Deposit (Share Certificates)

Account Structure: Fixed rate. Minimum balance required. The interest rate and annual percentage yield will remain in effect for the term of the account. Please refer to the Investment Rates and Fee Schedule for current interest rates and annual percentage yields.

Compounding and Crediting: The Credit Union will use the daily balance method to compute interest. Interest will be calculated daily, compounded and credited quarterly. The interest period is quarterly.

Initial Deposit and Minimum Balance: An initial deposit and minimum balance of \$1,000.00 is required to open an IRA or ESA Certificate. Please refer to the Investment Rates and Fee Schedule for IRA and ESA Certificates offered along with current interest rates and annual percentage yield and fees associated with the account.

Penalties: Please see Certificates of Deposit for penalties imposed for failure to comply with the terms and conditions of the certificate. A fee may be assessed when closing the account.

Account Limitations: Individual Retirement Accounts (IRAs) and Coverdell Education Savings Accounts (ESAs) are subject to the same limitations as all other certificates of deposit, except starter certificates, in accordance with the Internal Revenue Service Rules and Regulations.

Maturity: Members will be notified at least ten (10) days prior to maturity on IRA or ESA Certificate Accounts. Renewable IRA or ESA Certificates will automatically renew at the specified term and at the prevailing rate. Please refer to your certificate receipt for specific maturity date and renewability of the account.

Business Savings Account (Share)

Account Structure: Variable rate, minimum balance required.

Compounding and Crediting: Dividends will be calculated daily, compounded and credited monthly. The dividend period begins the first calendar day of the month and ends on the last calendar day of the month.

Initial Deposit and Minimum Balance: An initial deposit and balance of \$5.00 is required to open and maintain a Business Savings Account.

Rates and Fees: Please refer to the Investment Rates and Fee Schedule.

Accrual of Interest: Accrual of interest will begin on cash and non-cash deposits on the business day you deposit them to your account. Accrued Interest will be credited to the account upon account closure.

Account Limitations: There are limitations on the number of certain types of transfers that you are allowed to make from a Business Savings Account per month. These are considered Regulation D transactions. Please refer to the Regulation D disclosure found later in this booklet. This account may be used as an overdraft protection source.

Business Checking Account (Share Draft)

Standard Disclosure Information:

- Applicant(s) must clear checks reporting agency. The Credit Union retains the right to obtain a Credit Bureau Report on each applicant.
- Statements are provided monthly.
- Original checks are imaged and are not returned with statements. Copies of checks may be obtained with applicable fee(s).
- Overdraft protection is available from Business Savings or Business Money Market.
- The Credit Union retains the right to close the account if there are three (3) items returned for non-sufficient funds within 90 days or there is no activity for 2 consecutive months and the account balance is less than \$100.
- The Credit Union and the payable through institution do not examine signatures or dates on checks prior to payment. Each member is responsible for the detection of unauthorized or forged checks and the practice of postdating checks.
- Member's responsibility for check verification will be to review monthly statements and verify all check numbers processed.
- Checks drawn against a closed or nonexistent account will be returned unpaid when presented.
- Checking accounts are assessed a monthly service charge. Please refer to the Investment Rates & Fee Schedule.
- No minimum balance is required to open checking account.
- Interest is not paid on this account.
- We may not allow third party checks payable to a business to be cashed, and may require third party checks to be deposited into a business account.

Initial Deposit: No initial deposit or minimum balance is required.

Rates and Fees: Please refer to the Investment Rates and Fee Schedule.

ACH Entries for Corporations

Incoming corporate ACH transactions received by the credit union as wholesale credit entries are governed by UCC Article 4A, which includes the following disclosures:

- The entry may be transmitted through the ACH system.
- The rights and obligations of the Receiver concerning the entry shall be governed by and construed in accordance with the laws of the State of New York unless the Receiver and the Receiving Depository Financial Institution (RDFI) have agreed that the laws of another jurisdiction shall govern their rights and obligations.
- Credit given by the RDFI to the Receiver for the entry is provisional until the RDFI has received final settlement through a Federal Reserve Bank.
- If the RDFI does not receive such payment for the entry, the RDFI is entitled to a refund from the Receiver in the amount of the credit entry to the Receiver.
- The RDFI will not provide the Receiver with notice that the RDFI has received the entry unless the RDFI has agreed to do so.

Business Money Market and Business Certificates of Deposit (Share Certificates)

Account Structure: Money Market and Certificates of Deposit disclosures are located under their specific heading in this book

Electronic Funds Transfer, Regulation “E” Disclosure

Business Days: For disclosure purposes, every day is a business day except Saturdays, Sundays and federal holidays.

Fees: Please refer to our current Investment Rates and Fee Schedule for fees and costs for Electronic Funds Transfer services.

Consumer Liability:

1. Debit/ATM Card:

You are responsible for all purchases and cash advances made to your MasterCard®. If you give your Card to another party, you are responsible for all transactions made by that party, even if the amounts exceed what you have authorized. You must notify the Credit Union AT ONCE if you believe that your MasterCard® Card or your PIN has been lost or stolen. Telephoning is the best way of preventing further unauthorized usage. Contact us at 1-800-449-7728. There is no liability to the cardholder for any unauthorized transactions resulting from the loss, theft or other unauthorized use of the Card, whether the Card is used in person, over the internet or via a telephone transaction. In the event of an unauthorized transaction, the Credit Union will provisionally recredit your account for the amount in question within ten (10) business days of such notification. The Credit Union will require that you submit your report of unauthorized use of your MasterCard®. The Credit Union may also require that you file a police report. You agree to fully cooperate with the Credit Union, the police, the FBI and any other entity investigating any claim of unauthorized card usage. This zero liability policy does not apply to commercial cards, ATM transactions or to PIN transactions not processed by MasterCard®. The zero liability policy does not apply to disputed charges. Disputes are transactions between the cardholder and the merchant that are not due to fraud i.e. theft or loss.

You may not use the Card for any illegal or unlawful transactions and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness.

You agree to surrender your Card upon demand.

2. Electronic Check Conversion/Electronic Returned Check Fees:

If you pay for something with a check, you may authorize your check orally or in writing to be converted to an electronic funds transfer. The merchant will debit your account by using the routing, account and serial number of your check to initiate the transfer whether the check is blank, partially or fully completed and signed. This Electronic Check Conversion is subject to the terms of our Electronic Funds Transfer Agreement. You authorize this conversion by completing the transaction after being told (orally or by a notice posted or sent to you) or by signing a written authorization that the transfer may be processed electronically. You authorize us to honor any electronic check conversion from your checking account just the same as a regular written check. You remain responsible for notifying us of any unauthorized electronic check transfer shown on your statement. The credit union will not be liable for account information provided by you to a third party vendor for the purpose of creating a check and will honor that check under the same guidelines as regular checks. Your account will also be debited for electronic returned check fees that you have authorized.

3. Audio Response System, Home Banking and Other EFT Transactions:

Tell us at once if you believe your Debit/ATM Card (Card) or Personal Identification Number (PIN) has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days, you can lose no more than \$50 if someone used your Card or PIN without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card or PIN, and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.

If your periodic statement shows an unauthorized transfer, please notify us at once. To have zero liability, you must notify the credit union within sixty (60) days after the periodic statement was sent to you. If we do not receive notification within the sixty (60) days, you may face unlimited liability for all unauthorized transfers made after the sixty (60) day period and before notice is given to the credit union. An extension can be made under special circumstances.

If you permit someone to use your Card or have access to your PIN, and that person uses your Card or PIN, we will treat this as though you have authorized the person to use your Card or PIN. You must then give us written notice revoking the person's authority to use your Card or PIN, and this notice will only be effective as to transactions made after midnight on the next business day following the business day on which we received the written notice. You will be liable for fraudulent use of your Card or PIN on your account in any situation where we can demonstrate that you acted alone or with others in an attempt to defraud us.

If you believe your card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, immediately call:

Debit Card call: 800-449-7728
ATM Card call: 303-234-1700 or 800-279-3288
Credit Union of Denver
9305 W. Alameda Ave.
Lakewood, CO 80226-9420

Right to Stop Payment and Procedure For Doing So: If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

- Call us at (303) 234-1700 or (800) 279-3288. Or, write us at PO Box 261420, Lakewood, CO 80226-9420, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may require you to put your request in writing and get it to us within fourteen (14) days after you call. We will charge you a fee as disclosed on the Investment Rates and Fee Schedule for each stop payment order given. You are required to notify (in writing) the company you initiated the transfer through to cancel the payment.
- Notice of Varying Amounts - If these regular payments vary in amounts, the person you are going to pay will tell you ten (10) days before each payment when it will be and how much it will be. You may choose instead to get the notice only when the payment would differ by more than a certain dollar amount or would fall outside certain limits that you set. We will not verify the amount of the pre-authorized payments coming through.

Electronic Fund Transfer Services:

1. Debit Card/ATM:

Debit card transactions are electronically initiated transfers of money through the debit card services described below. By signing an application or Account Card for debit card services, signing our Card or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the debit card services offered.

You may use your Debit Card or ATM Card and Personal Identification Number (PIN) in Automated Teller Machines (ATM) of the Credit Union, ATM Networks, and such other machines or facilities as the Credit Union may designate. Funds to cover your Debit Card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount and there is no overdraft protection designated or available, we may not pay the amount and may terminate all services under this Agreement.

Types of Available Transfers and Limits on Transfers for Debit Card Debit/ATM:

- Withdraw cash from your checking or savings account.
- Make deposits to your checking and savings account.
- Transfer funds between your checking and savings account.
- Pay for purchases at places that have agreed to accept the Debit Card (POS).
- Transactions at Automated Teller Machines (ATMs) may vary from machine to machine.
- Cash Advances at any financial institution that accepts MasterCard®.
- Order goods or services by mail or telephone from places that accept the Debit Card.

Limits on Withdrawal and Card Usage. On an individual account basis, the following limits apply:

- Total withdrawals from an ATM using your Debit Card or ATM Card may not exceed current balance or maximum of \$410 per day. Each ATM may have its own limits.
- When you have authorized a charge or transaction for a purchase using the Debit Card from a participating merchant, and MasterCard® International has accepted it, your account will be held for the amount of purchase for 48 hours OR until the actual charge posts to your account. This hold will affect the available funds in your account.
- Total purchases using your Debit Card may not exceed your combined available balances in checking, overdraft line of credit and savings or money market, fifteen (15) transactions a day, or maximum amount of \$3,000 per purchase.
- When purchasing on-line, you may be required to establish a password to validate your transaction.
- You may make deposits or transfer funds between accounts using designated ATMs.
- We have the right to refuse to allow any cash withdrawals if funds on deposit in your account are insufficient, have not been collected, or are subject to a specific hold placed by us under applicable law.

Right To Receive Documentation Of Transfers:

- Terminal Transfers - A receipt will be offered at the time you make a transfer to or from your account using Automated Teller Machines or point-of-sale terminals.
- Periodic Statements - Statements will be provided monthly.
- Pre-authorized Credits - The person or company making the deposit will tell you every time they send us the money. You can call us at (303) 234-1700 or (800)279-3288 to find out whether or not the deposit has been made.
- No receipts will be mailed for on-line transactions.

ATM Surcharge - If you use an ATM that is not operated by us, you may be charged a fee by us and by the ATM operator and by the national, regional or local network used in processing the transaction, (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction.

2. Call-24 Services (Audio Response):

Types of Available Transfers, and Limits on Transfers for Call-24 Services.

- Make withdrawals from checking, savings and money market accounts. A check payable to the primary member will be mailed on the business day following the request for withdrawal to the Member's address of record.
- Transfer funds between checking, savings or money market accounts.
- Transfer funds from Overdraft Line of Credit to the savings or checking account.
- Obtain account balances, loan payment amounts and due dates.
- Obtain current investment rates.
- Obtain information about the last dividends paid to your account
- Obtain information about payroll deduction or direct deposit posted to the account.
- Obtain tax information, including total interest paid and dividends.
- Obtain information on checks cleared, Debit Card and ATM transactions.

3. cud online (On-line Banking) Disclosures:

Please read this disclosure carefully and keep it for future reference. This disclosure and agreement contains your rights and obligations for Online Banking, and how it is regulated, controlled, or impacted by several different government regulations. Online banking and Bill Pay services are electronic funds transfers (EFTs) that are electronically initiated transactions involving your deposit accounts. This defines the disclosures and terms that apply to your use of our cudonline banking product.

By submitting the authorization for the cudonline service, or by accepting or using the Access Code to make any online banking transactions, you agree to be bound by these terms and conditions. Credit Union of Denver's cudonline service allows you to make transfers, inquiries, and loan advances on your credit union accounts. In addition, to transact business, you will need a Personal Identification Number (PIN) which is your password/security code. Bill Pay, an additional feature, is available for FREE if you sign up to receive eStatements, or for a small fee without eStatements. (Please refer to Credit Union of Denver's current Investment Rate and Fee Schedule.) This feature allows you to pay bills from your share draft (checking) account.

From time to time, some or all of the cudonline banking service features may not be available due to system maintenance. Please refer to www.cudenver.com for regular maintenance times and dates.

The types of transactions cudonline is capable of handling are indicated below. Some of these transactions may not apply to your account.

At the present time, you may use online banking services to:

- Obtain various account information related to any of your share or loan accounts including current balances, dividends posted, loan interest and payoff balance, due dates and scheduled loan payment amounts;
- Obtain 90 day account history information;
- Transfer funds from your Line of Credit Overdraft Loan (suffix 60);
- Transfer funds from your share draft (checking), prime share (savings), secondary savings, or money market accounts to make your loan payments;
- Transfer funds from your account to another account (cross account transfer) at the Credit Union of Denver by prior written approval of the credit union;
- View copies of cleared checks;
- Sign up for and access to eStatements (electronic statements);
- Receive account Alerts;
- Export account history and information into Quicken;
- Obtain tax information, including interest paid and dividends earned for year to date and for the previous year;
- Obtain selected dividend and interest rates;

- Access your C•U•D MasterCard balance and history;
- Edit or update your member information/profile;
- Other enhancements, transactions, inquiries or calculations, that may be made available on the cudonline system from time to time.

YOU MAY NOT perform cudonline transactions on the following types of transactions with cudonline accounts:

- Transfer funds from your Home Equity Line of Credit
- Make IRA Contributions
- Withdraw or transfer from your Certificate of Deposit or IRA Certificate Account Funds
- Withdraw money from your Holiday account
- Pay your Credit Union of Denver 1st Mortgage
- Pay your Credit Union of Denver Student Loans
- Perform other transactions with other vendors who supply service to Credit Union of Denver

Alerts

With cudonline Alerts, you can ask us to send you automated messages about your account to either your email address or to your mobile device. Each Alert becomes effective after you setup and activate it in the Alerts menu.

You can manage the types of your Alerts, and you can suspend or stop any Alert at any time. We reserve the right to change the types of Alerts available or terminate Alert service at any time without notice to you. Please be aware that you must be aware Alerts are not encrypted, so anyone with access to your e-mail will be able to view your Alerts and their contents. Depending upon which Alerts you select, they may include information such as your account balance, payment due date, or other account-related information.

Alerts are normally processed daily at the end of each business day, and they are not real-time. Alert information may also be subject to other time lags and/or delays. We do not guarantee the delivery, timeliness nor accuracy of any Alert, whether within or outside our control. In requesting Alerts, you agree that the Alert service is a courtesy to you, and as such we will not be liable for any delays, failure to deliver, or misdirected delivery of any Alert; any errors in Alert contents; or any actions you or anyone else may take or not take in reliance on an Alert.

Alerts are sent to the email address you specify. If you change your email address, you are responsible for informing us of the change.

ID Check®

All cudonline users are required to set up the ID CHECK security feature. ID CHECK provides added security to help prevent fraud when you access your Credit Union account(s) online. You will be able to select a series of challenge questions and answers to validate your identity as well as change these questions and answers at any time in cudonline. Your answers to these challenge questions are encrypted to provide additional security. You and your joint account owners/spouse will need to set up the questions together so either of you can answer if prompted. In order to ensure the safety of your account information, please refer to the cudonline User Precautions listed in this disclosure.

Limitations

You agree to the following limitations when you use the described cudonline privileges.

Information concerning your accounts may only be obtained through a computer and modem, workstation setup, or similar devices that meet certain specifications to access the Internet.

We may set up a “lock out” feature which may deny access if there are too many invalid PIN tries or other irregular transactions on the account.

Business and Processing Days

Our Business Days are Monday through Friday, excluding federal holidays. The Processing Day cut-off time is 6:00 p.m. Mountain time, after which transactions will reflect an effective date of the next Processing Day. Similarly, transactions that you initiate on a non-Processing Day (Sunday or federal holidays) are effective dated the next Processing Day. Cudonline is generally available 24 hours per day, seven days per week, 365 days per year. However, cudonline may be interrupted without notice due to circumstances beyond our control and for a short periods each week for data processing and/or periodically for servicing or updates.

Limits on Transfers and Transactions

1. *Regulation D Transaction Limit on Share, Savings and Money Market Accounts.* During any calendar month, you may not make more than six (6) transfers from any share account, savings account or money market account to your other Credit Union of Denver accounts or to a third party by means of a cudonline transfer or other preauthorized electronic funds transfer, automatic transfer, overdraft protection transfer, telephone order or instruction, request transmitted via facsimile or transfer initiated through the Credit Union’s automated telephone response service. This limitation does not apply to transactions conducted at ATMs, in person or by mail. Internal transfers to make payments to your Credit Union of Denver loan accounts and requests for withdrawals by check made payable to you are also excluded from this limitation. Federal law provides that if you continually violate these limits, the Credit Union may be obligated to close your account.

2. *Limits to Available Balance.* You may not exceed the Available Balance in your account on the day that the transfer is made.

The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account balance below the required amount or otherwise require the Credit Union to increase its required reserve on the account. Overdraft protection is not automatically triggered to cover “insufficient funds” transactions. We reserve the right to limit the frequency and dollar amount of any transaction at any time for security reasons.

Statements

From the date of your first cudonline transaction, you will receive a monthly statement that reflects the activity on your account, including your cudonline transactions. If you do not have any electronic funds transfers you may only receive a statement once each quarter. No other receipts will be mailed.

Security Codes

Initially when you sign up for cudonline access, you will use your Call24 Personal Identification Number (PIN) as your PIN. Once validated by the system, you will choose a new PIN to access cudonline. It should remain confidential and should not be written near your computer or disclosed to a third party. You agree not to make your PIN available to anyone not authorized to sign on your accounts. Remember that anyone who has the PIN may use that access to change the PIN on the account. ! If you authorize anyone to use your PIN, that authority shall continue until you specifically revoke such authority by changing the PIN. If you fail to maintain the security of any PIN and the credit union suffers a loss, we may terminate any or all of the services under this agreement as well as any other credit union deposit or loan service you may have.

You may authorize the JOINT OWNERS of your account to access Credit Union of Denver’s cudonline system by disclosing your PIN to them. You understand and agree that the PIN grants them access to all share, money market, and loan sub-accounts on your account and you agree to be responsible for all transactions initiated by anyone to whom you disclosed your PIN. In addition to your liability for any indebtedness created through the use of cudonline privileges, the credit union may at its sole option hold a user of the cudonline system, if other than you, liable for any indebtedness charged to your account(s) through the use of the cudonline system. The obligation of two or more parties will be joint and several. All signers on the account will be equally responsible for any such charges.

Information About “Cookies”

To provide better service and a more complete and effective website, we use “cookies” as part of our interaction with your browser. A “cookie” is a short piece of data, not code, which is sent from our web server to your web browser when you visit our cudonline site. This “cookie” is stored on your machine, but is not an executable program.

Equipment Requirements

You will need a personal computer, a modem, a web browser with 128 bit encryption and access to the Internet (World Wide Web). You are responsible for the installation, maintenance and operation of your home computer, modem and software. We will not be responsible for any errors or failures involving any telephone service, Internet service, software installation or malfunctions of your home computer and related equipment.

Consumers Liability For Unauthorized Transfers; Advisability of Prompt Reporting and Telephone Number and Address for Notification

Tell us at once if you believe your cudonline PIN has been lost or stolen, that someone has transferred or may transfer money from your account without your permission, that your account has been compromised in some fashion, or that any other unauthorized electronic fund transfer has been or may be made. You agree to immediately call or write:

Credit Union of Denver
PO Box 261420
Lakewood, CO 80226-9420
303.234.1700 or 800.279.3288

Telephoning is the quickest and best way of keeping your possible losses down. If you believe your cudonline PIN has been lost or stolen and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your PIN without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your PIN, and we can establish we could have stopped someone from using your PIN without your permission if you had told us, you could lose as much as \$500.00.

If your monthly statement from us shows transfers or transactions you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may be liable for the entire amount of the transactions if we can establish we could have stopped someone from taking the money if you had told us in time. If a good reason, such as a long trip or hospital stay, kept you from telling us, we may extend the time period.

When you contact us to report an unauthorized transaction, you will be required to tell us your name and account number, describe the error or the transfer you are unsure about, explain as clearly as you can why you believe it is an error or why you need more information, and tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and we will correct any confirmed error promptly. However, we may take up to

forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally re-credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the funds during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive your written statement it within ten (10) business days, we may not re-credit your account. We will tell you the results of our investigation within three (3) business days after we finish our investigation.

Financial Institution's Liability For Failure to Make Transfers

If we do not complete a transfer to or from your account on time and in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, there are some exceptions. By way of example, we will not be liable if for instance:

- Through no fault of the Credit Union, you do not have enough money in your account or sufficient collected funds to make the transfer;
- You used the wrong access code or you have not properly followed any applicable computer, internet access, or our user instructions for making transfer and bill payment transactions.
- The system was not working properly, and you knew about the breakdown before you started the transfer;
- The system is unavailable due to system maintenance;
- Circumstances beyond the control of the Credit Union (such as fire, flood, computer or telephone system malfunction) prevent the transfer despite reasonable precautions we have taken;
- The transfer would violate another agreement between you and the Credit Union;
- Your account is "frozen" because of a court order or your PIN has been reported lost or stolen;
- The transfer would cause your line of credit overdraft loan or other loan to exceed the approved limit or if you are delinquent on any loan payments;
- Your monthly transfer limits under Reg D have been reached. (See our limitations on transfers in the Membership Booklet online at cudenver.com).
- You have not given us complete, correct and current instructions so the Credit Union can process a transfer or bill payment.
- The error was caused by a system beyond our control, such as your Internet Service Provider.
- You do not authorize a bill payment soon enough for your payment to be made and properly credited by the payee by the time it is due.
- We make a timely bill payment but the payee nevertheless does not credit your payment promptly after receipt; or.
- There are other reasons exceptions preventing us from processing your transaction as you instructed.
- There are other reasons as established by us from time to time.

Third Party Transactions

We will not disclose any information to third parties in regard to your accounts, your balances, or any transactions made with the exception of: a) when it is necessary to complete the transaction; b) when it is in compliance with applicable law, government agency or court orders; c) when the third party needs to verify the existence or condition of your account when it is lawful to do so; d) when you give us written permission or; e) to business partners when deemed necessary to provide competitive products and services to our members.

Change of Terms

The Rules and Regulations governing the operating procedures may be revised or amended by the credit union at any time and every effort will be made to notify the membership before such change.

Subject to any notice required by law, we reserve the right to change any of the terms of the electronic funds transfer services described in this disclosure and/or terminate your right to use cudonline at any time, for any reason. Prior notice may not be given if an immediate change is necessary to (a) protect the security of your account, (b) prevent loss to the Credit Union, or (c) protect the electronic funds transfer systems. Use of the service is subject to existing regulations and any future changes in those regulations.

Applicable Law

This agreement shall be construed and interpreted in accordance with the laws of the state of Colorado, except to the extent that federal law applies. It is also governed by the bylaws of the credit union, and local clearing house rules as amended from time to time.

Termination of Electronic Funds Transfer Services (EFT)

You may terminate this agreement or any EFT service under this agreement at any time by notifying the credit union in writing and ceasing to use your PIN and the cudonline system. The credit union may also terminate this Agreement at any time without prior notice by notifying you orally or in writing. We may also program our computer not to accept your PIN for any EFT service. Whether you or the credit union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any EFTs made prior to termination.

Enforcement

In the event that we are required to bring legal action to enforce this Agreement or collect overdrawn funds on accounts accessed under this agreement, we shall be entitled, subject to applicable law, to payment by you or our reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. If there is a lawsuit, you agree that it may be filed and heard in the county and state in which the credit union is located.

Access to the cudonline service is subject to credit union approval, and the online service subject to withdrawal, suspension or termination by the credit union at any time, without prior notice to you. By your use of the cudonline service you are acknowledging your agreement to the terms and conditions set forth in this Disclosure, and agree to indemnify and hold the credit union harmless from any and all loss, cost, expense or damage stemming from your use or misuse of the cudonline service, and any harmful computer code introduced by you into any credit union systems.

cudonline User Precautions. As with all financial transactions, please exercise discretion when using cudonline. The following suggestions may be helpful:

- Compare your records with the account statements you receive.
- Carefully read account information displayed on-screen and compare it with your records and account statements.
- Protect the secrecy of your Password. Do not tell anyone your Password. Do not write your Password where it can be discovered. For example, do not keep a note of your Password in your wallet or purse, or on or near your computer.
- Prevent others from seeing you enter your Password by using your body to shield their view.
- Protect your computer by installing antivirus software of your choice. Keep your antivirus software up to date.

If your Password is compromised, promptly notify us. You should consult the electronic funds transfer disclosures for additional information about what to do if your computer or Password is lost, stolen, or misappropriated.

Contact Information:

Credit Union of Denver

PO Box 261420

Lakewood, CO 80226-9420

303.234.1700 or 800.279.3288

Business Days: Monday through Friday, Excluding Federal Holidays

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST.

4. Credit Union of Denver's BILL PAYMENT Agreement and Disclosures

Bill Payment Service

This Disclosure and Agreement comprises the Electronic disclosure of the Bill Payment Agreement with Credit Union of Denver. You may use Credit Union of Denver's bill paying service, known as "Bill Pay", to direct Credit Union of Denver to make payments from your Checking Account to the payees you choose in accordance with the provisions of this agreement. The terms and conditions of this Agreement are in addition to the Account Agreements, disclosures and other documents in effect from time to time governing your Account. In the event of a conflict between the terms and conditions of this Agreement and the terms or your other Account Agreements with the Credit Union, the terms and conditions of this Agreement will govern.

Definitions

As used in this Agreement, the following terms are defined. "You" or "your" means the person who accepts and agrees to the Bill Payment Agreement or is otherwise authorized to use the Service. "Payee" means anyone you designate to pay and the Credit Union accepts as a payee. "Credit Union" means Credit Union of Denver. "The Service" means the Bill Pay service.

Use of a Third-Party Bill Pay Service-Provider

FIS (Fidelity Information Services) is the third-party bill pay service provider that Credit Union of Denver has contracted with to provide Bill Pay service to its members. FIS will be processing bill payments utilizing the FIS Payment Manager system. Credit Union of Denver, at its sole discretion, reserves the right to change online Bill Pay Service providers, or cancel this service at any time, without prior notice to you.

Funding Account

You must designate your Checking Account as the account from which payments you authorize will be deducted. The Checking Account must be current and active with no restrictions. You will be given the ability to set up merchants, institutions or individuals to whom you would like to schedule payments. Payments outside of the United States are prohibited. We reserve the right to deny the designation of or make payment to any particular merchant, institution or other categories of payees.

Prohibited Payments

The following payment types are prohibited through the Service.

- Payments in other than US dollars.
- Payments to Payees outside the United States or its possessions/territories as detailed in the Payee Limitations

section of this Agreement.

- Payments to third parties for transactions that may in the sole and absolute judgment of the Credit Union be illegal.
- Payments to anyone deemed to present a risk to the Credit Union.

Exception Payments

Tax payments (such as state, local, or federal), time sensitive payments, or court ordered payments (such as alimony, child or spousal support), should not be scheduled through the Service. In no event shall the Service be liable for any claims of damages resulting from your scheduling of these types of payments. The Service has no obligation to research or resolve any claim resulting from an exception payment.

Payee Limitations

The Service reserves the right to refuse to pay any person or entity to whom you may direct a payment. The Service is obligated to notify you promptly if it decides to refuse to pay a person or entity designated by you. This notification is not required if you attempt to pay tax, court related payments or payments outside the United States its possessions/territories (American Samoa, Guam, Marshall islands, Micronesia, N. Mariana Islands, Palau, Puerto Rico and the Virgin Islands), which are prohibited under this Agreement.

Bill Pay Transactions

You authorize us to process bill payments from your Checking Account. You may use the Bill Pay service to initiate two different types of payment transactions:

- “One-Time” payments are payments that are not reoccurring.
- “Recurring” payments are payments that are reoccurring on a fixed interval and fixed amount. You have an option in online banking to set Automatic Payments to continue for a specific number of payments.
- The payments can be cancelled or changed through online banking prior to our cut-off time currently 12:00 a.m. Mountain Standard Time (MST).

Payment Methods

The Bill Pay Service will select the method in which to remit funds on your behalf to your payees. Payment will be made to your Payee either electronically via the Automated Clearing House (ACH) or by check. The method of payment depends upon the processing method that can be accommodated by the Payee.

How To Set Up Payees/Payments

When you sign onto the Bill Pay system you will establish your list of payees by selecting the Pay Someone New field, under the Make Payments screen. At a minimum, you will need the account numbers for each bill you want to set up and the nine-digit zip code where the payments are to be remitted (nine digit ensures better accuracy that the payments will get where they need to go). Since FIS has relationships with so many payees, there will most likely be a large number of payees where you only have to provide this information. The next screen will appear, showing the remittance address on file and telling you typically how long it takes for the payments to arrive. Verify the remittance information matches your statement then click “Go to Make Payments”, add in an amount and a date. If the payee does not accept electronic payments, the service will generate a paper check for payment.

If your payee is not on the FIS list, you will need to fill in all required fields;

- Account Number (if they have one)
- Remittance Address (address, city, state, nine-digit zip code)
- Phone (optional – but if there is a problem with the payment, FIS will use the number to contact the payee)

The Credit Union reserves the right to refuse the designation of any payee for any reason and without prior notice to you. The Credit Union is not responsible if a Bill Payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a payee. Additional detailed instructions can be obtained in the Bill Pay Facts & Tips section on cudonline.

Delivery Time

Delivery time is set by the bill payment method. Electronic payments take a minimum of three (3) business days for processing. Paper checks take a minimum of five (5) business days for mail delivery and processing. The Credit Union & FIS cannot guarantee the time that any payment will be actually be received by a payee or credited to your account by the vendor and will not be liable for any service fee, late charge, or finance charge. You must allow sufficient time for payees to process your payment after it is received. Please allow at least a five (5) day lead-time prior to your payment due date. It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time.

FOR RECURRING PAYMENT REQUESTS, IF YOU DESIGNATE A PROCESSING DATE OF THE 28TH THROUGH

THE 31ST OF A MONTH, THE PAYMENT WILL BE PROCESSED ON THE DATES YOU HAVE DESIGNATED, UNLESS SUCH DATE FALLS ON A NON-BUSINESS DAY RESULTING IN YOUR PAYMENT BEING PROCESSED ON THE NEXT BUSINESS DAY.

Processing Payments

The Credit Union will process payments on business days (generally Monday through Friday, except holidays) you designate the bill to be processed, provided the payment request is received prior to the cut-off time set by the Credit Union, which is currently 12:00 a.m. MST. Bill payment requests received after the business day cut-off time or at any time on a non-business day will be processed on the next business day. If you do not allow sufficient time, you assume full responsibility for any late payments, finance charges or service fees that may be imposed as a result of your failure to transmit a timely Bill Pay authorization. The Credit Union reserves its right to change the cut-off time upon reasonable notice to you.

By scheduling a payment through Bill Pay, you authorize the Credit Union to debit your Checking Account and remit funds on your behalf. You certify that your Checking Account is an account from which you are authorized to make payments and any payment you make will be debited from this account. You also authorize the credit of any returned payments by using the Bill Pay Service. The service will use its best efforts to make all of your payments properly.

Liability

Credit Union of Denver or the third party servicer will incur no liability if the Bill Pay Service is unable to complete any payments initiated because of any of the following:

- You have not provided the Bill Pay Service with the correct payment account information, or the correct name, address, phone number, or account information for the payee upon initiation of the payment; and/or
- If, through no fault of the Service, your Checking Account does not contain sufficient funds to complete the transaction or the transactions would exceed the credit limit of your overdraft account; and/or
- The payee mishandles or delays a payment sent by the service; and/or
- Circumstances beyond the control of the Bill Pay Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Bill Pay Service has taken reasonable precautions to avoid those circumstances; and/or
- The payment-processing center is not working properly and you know or have been advised by the Bill Pay Service about the malfunction before you execute the transaction; and/or
- A legal order prohibits withdrawals from your account;
- Your account is closed or has been frozen; and/or
- Any other reason that through no fault of the Credit Union of the Bill Pay Service a payment is unable to be completed as requested by you.

You agree to have available collected funds on deposit in the checking account in amounts sufficient to pay for all Bill Payments requested, as well as, any other payment obligations you have to the Credit Union. The Credit Union reserves the right, without liability, to reject or reverse a Bill Payment if you fail to comply with this requirement or any other terms of this agreement. If you do not have sufficient funds in the Account and the Credit Union has not exercised its right to reverse or reject a Bill Payment, you agree to pay for such payment obligations on demand. You further agree the Credit Union, at its option, may charge any of your accounts with the Credit Union to cover such payment obligations.

Cancelling or Changing Payments

Bill payment transfers you schedule and initiate under the bill payment option of our online banking product are not considered pre-authorized electronic funds transfers under the Electronic Funds Transfer Act. You may stop any bill payment transfer you schedule through the Bill Pay service at any time prior to the cut-off time, currently 12:00 a.m. (MST) on the business day the bill payment is going to be initiated.

Stop Payments: If a Bill Pay transaction that is paid by check has not been received by the payee after the date the payment was due to arrive and be posted, you may call the Credit Union to request that the payment be researched. Payments may be stopped beginning ten (10) Business days after the date the payment was issued. You may request that the check payment be stopped and reissued to the payee or stopped and no new payment issued. If you call, the Credit Union may require you to confirm your stop payment request in writing within fourteen (14) days after the call.

Returned Payments

In using the Bill Pay Service, you understand that the payee and/or the United States Postal Service may return payments for various reasons, such as, but not limited to: invalid address; invalid payee account number; the payee is unable to locate account; or the payee account is paid in full. The Credit Union will use its best efforts to research and correct the returned payment, or void the payment and credit your Checking Account. In the event of such action, you may receive notification from the Credit Union.

Security of Password and Access Code

To access the Bill Pay service you will need to register and login to cudonline online banking service (using the User ID and Password associated with this service) and then click on the Bill Pay link. You are solely responsible for controlling the safekeeping of and access to, your password. You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you permit other persons to use the service or your password or other means

to access your account, you are responsible for any transactions they authorize. If you want to terminate another person's authority, or if you believe that your password has been lost or stolen, you must notify Credit Union of Denver at once by calling 303.234.1700 or 1.800.279.3288 and arrange to change your password.

Unauthorized Transactions

You should notify us immediately if you believe anyone has improperly obtained your password or if you suspect any fraudulent activity in your account(s). If your password has been compromised and you tell us within two (2) business days of discovering the loss or misappropriation, you can lose no more than \$50. If you do not tell us within the two (2) business day period, you could lose as much as \$500 if we could have stopped the use of your accounts had we received notice in a timely manner. You should contact us as soon as you identify any errors or discrepancies in your statement or transaction record, or if you need any information about a transaction listed on the statement or transaction record. We must hear from you no later than sixty (60) days after we have sent the first statement on which the problem or error appeared (If you notify us verbally, we may require that you send us your complaint or question in writing or electronically within ten (10) business days). If you fail to notify us within the sixty (60) day period, you may not be able to recover any of the money you lost.

When you report a problem or discrepancy, please:

- Tell us your name and account number
- Describe in detail the error or the transaction you are unsure about, and explain why you believe it is in error or what additional information you need;
- Tell us the dollar amount of any suspected error;
- For a bill payment, tell us the number of the account used to pay the bill, the applicable payee name and account number, the date the payment was sent, the payment amount and the bill pay confirmation number.

Write to: **Credit Union of Denver**
PO Box 261420
Lakewood, CO 80226-9420
303.234.1700 or 1.800.279.3288

Overdraft Protection for Bill Pay

Whenever your checking account balance is insufficient to make payments to your payee, we will advance funds from your overdraft sources to your checking account to clear these items. We will advance whatever amount is possible in increments established by the Credit Union. We reserve the right to process all incoming debit items in any order and at any time we determine. We have no obligation to advance or transfer funds if at the time of a needed advance or transfer:

- You have reached your monthly limit of six (6) Reg D withdrawals on the savings or money market account designated as your overdraft source.
- You have reached your Overdraft Line-of-Credit Loan limit and there are insufficient funds available in your overdraft sources;
- Your Overdraft Line-of-Credit has been closed;
- You are in default of your Overdraft Line-of-Credit Loan as governed by your Loan Agreement or if you are in default on any other obligation at the Credit Union;
- Your checking account has been closed; and/or
- We determine in our sole and absolute discretion that the advance or transfer is unlikely to be repaid by you or presents a risk of loss to the Credit Union.

You agree to pay us all funds advanced from your Overdraft Line-of-Credit Loan under this agreement and your Loan Agreement in file, plus any FINANCE CHARGE imposed thereon and such service charges and fees as we may impose from time to time to clear or return debit items presented to us for payment from your account. Please see your Overdraft Line-of-Credit Loan documents or other loan agreements, with us, for disclosures and other terms and conditions governing such agreements.

Fees

The Bill Pay Service is free if you are signed up for eStatements. If you are not an eStatement subscriber, the fees are as follows: \$ 5.00 per month for up to 15 bills, .40 each bill after 15. If applicable, the fee will be taken out with your first bill payment of the month.

The Credit Union reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred.

Some Bill Payments are processed by Electronic Fund Transfers (EFT). Please see the Electronic Fund Transfers Disclosure Statement available in the Membership Book located at <https://www.cudenver.com/> under Resources & Education which discloses important information concerning your rights and obligations.

Please refer to the fee schedule at https://www.cudenver.com under Resources & Education, for other applicable fees.

Termination and Changes in Terms

The Credit Union reserves the right to terminate this Agreement or the Bill Pay service, or to change the charges, fees or other terms described in this Agreement at any time. When changes are made, we will notify you by: 1) electronic mail; 2) physical

mail at the address shown in our records; and/or 3) update of our web site, or as otherwise permitted by law.

You may terminate this Agreement by written notice to the Credit Union. The Credit Union is not responsible for any fixed payment made before the Credit Union has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by the Credit Union on your behalf.

Responsibility

You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment. The Credit Union is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment. The Credit Union is not liable for any failure to make a Bill Payment if you fail to promptly notify the Credit Union after you learn that you have not received credit from a payee for a Bill Payment. The Credit Union is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Credit Union's agent. The Credit Union shall also have no liability to you for loss caused by data transmission failures or interruptions. In any event, the Credit Union will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service. The Credit Union is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the Credit Union's reasonable control.

Electronic Mail (e-mail)

Sending e-mail is a good way to communicate with the Credit Union regarding your accounts or the Online Banking Services. However, because your e-mail is actually sent via your own software and computer system it is not secure. Because of this, you should not include confidential information, such as account numbers and balances in any e-mail to the Credit Union, sent outside of the secure e-mail through the online banking system, or through www.cudenver.com. In addition, an e-mail cannot be used to initiate online banking transactions. All such transactions must be initiated using the appropriate functions within the Online Banking site. The Credit Union will not be liable for any errors, omissions, claims, or problems of any kind involving your e-mail.

Disclosure of Information

It is the Credit Union's general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

- Where it is necessary for completing transactions;
- Where it is necessary for activating additional services you authorize;
- In order to verify the existence and condition of your account to a third party, such as a credit bureau or Payee;
- To a consumer reporting agency for research purposes or to report the facts concerning a failed or returned transaction;
- In order to comply with a governmental agency or court orders;
- If you give us your written permission;
- In accordance with Credit Union of Denver's privacy policy; and/or
- As is otherwise provided by law.

Links to other Sites

Information that the Credit Union publishes on the website may contain links to other sites and third parties may establish links to the Credit Unions site. The Credit Union makes no representations about any other web site that you may access to, from or through this site. Unless expressly stated in writing, the Credit Union does not endorse the products or services offered by any company or person linked to this site nor is the Credit Union responsible for any software or the content of any information published on the site of any third party. You should take precautions when downloading files from sites to protect your computer software and data from viruses and other destructive programs.

Virus Protection

The Credit Union is not responsible for any electronic virus or other system difficulties or interruptions that you may encounter using Online Banking Services. We encourage you to routinely scan your computer using reliable virus protection product to detect and remove viruses. If undetected and unrepaired, a virus can corrupt and destroy your programs, files and hardware.

Damages and Warranties

In addition to the terms previously disclosed, the Credit Union is not responsible for any losses, errors, injuries, expenses, claims, attorneys fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, Losses) caused by Online Banking or the use of the Online Banking Services or in any way arising out of the installation, use or maintenance of your personal computer hardware or software, including any software provided by Institution or one of its suppliers. In addition, the Credit Union disclaims any responsibility or liability for any electronic virus(es) you may encounter after installation of such software or use of Online Banking or the Online Banking Services. Without limiting the foregoing, neither the Credit Union nor its suppliers shall be liable for any: (i) failure to perform or any losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of

God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the Internet, communication lines, postal system or ACH network. The Credit Union and its suppliers provide Online Banking and the Online Banking Services from their own sites and they make no representation or warranty that any information, material or functions included in Online Banking or the Online Banking Services are appropriate for use by you in your jurisdiction. If you choose to use Online Banking and/or the Online Banking Services, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither the Credit Union nor its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of Online Banking, the Online Banking Services, or contained in any third party sites linked to or from the Credit Unions website. THE CREDIT UNION MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE ACCURACY, FUNCTIONALITY OR PERFORMANCE OF ONLINE BANKING, ONLINE BANKING SERVICES, BILL PAY SERVICES, OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. THE CREDIT UNION DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE OPERATION.

Indemnification

By your use of the Bill Pay Service, you agree to indemnify, defend and hold harmless the Credit Union and its officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any losses, costs, damages or liability arising out of: (i) your negligence; (ii) your failure to comply with applicable law; (iii) your failure to comply with the terms of this Agreement; (iv) the acts of anyone acting under your instructions; or (v) the acts of any third party over whom the Credit Union has no control.

Additional Remedies

Due to the likelihood of irreparable injury, the Credit Union shall be entitled to an injunction prohibiting any breach of this Agreement by member.

Applicable Rules, Laws, and Regulations

You submit to the jurisdiction of, and this Agreement shall be governed by the laws of, the State of Colorado, U.S.A., as well as the federal laws of the U.S.A. Venue for any action arising out of this Agreement shall be in a state court of competent jurisdiction covering Colorado, U.S.A. The prevailing party in any such action shall be entitled to the recovery of its reasonable attorney's fees, costs, and expenses.

Assignment

The Credit Union may assign its rights and/or delegate all or a portion of its duties under this Agreement to a third party.

Integration

This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations concerning such subject matter are canceled in their entirety. Notwithstanding the foregoing, this Agreement is in addition to any other agreements between you and the Credit Union.

Severability

If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between you and the Credit Union, this Agreement will control.

Waiver

The Credit Union shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of its rights under this Agreement. No waiver by the Credit Union of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

Force Majeure

Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond that party's control. Either party may terminate this Agreement immediately on written notice if the other party is prevented from performing its obligations under this Agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.

Construction

This Agreement shall be construed equally against the parties regardless of who is more responsible for its preparation. If there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law.

5. Credit Union of Denver eStatement Disclosures:

Electronic Delivery of Statements and Notices: By submitting your request for eStatements electronically, you consent and agree that Credit Union of Denver (“Credit Union”) may provide certain disclosures and notices to you in electronic form, in lieu of paper form.

Scope of Consent for electronic delivery of statements: Your consent to receive electronic statements covers the periodic statements you are provided in connection with your share and loan accounts (except credit cards) with the Credit Union. Your consent also covers all disclosures that are required or may be provided on or with your account and/or loan statements, including, but not limited, to the Billing Rights Statement required by the Truth in Lending Act and the Error Resolution Notice required by the Electronic Fund Transfer Act. You understand that the Credit Union will discontinue mailing printed loan and share account statements to your address of record. All future statements will be maintained on a website which you access to obtain, review, print, and copy/download your periodic statements. You may access your statement via cudonline using the procedures we authorize.

Scope of Consent for electronic delivery of notices: Your consent to receive electronic notices covers any notice or other type of communication provided to you pursuant to the terms of this Agreement. These notices will be sent via e-mail to the last known e-mail address provided by you. You agree to notify us promptly of any change of your e-mail address.

Credit Union of Denver eStatement Procedures: On the first business day of each month your statement (not all accounts generate monthly statements) will be available for viewing, printing, or downloading. To view your eStatement, visit cudonline.com and log into your cudonline account. After signing in, click on the “Online Services” button in the navigation bar and in the drop down menu select eStatements. A list of your available statements, a link to important disclosures and a link to your eStatement Terms and Conditions will appear.

Duty to Review Periodic Statements: You must promptly access/review your eStatement and any accompanying items and notify us in writing within sixty (60) days of the first transmittal of a periodic statement of any error, unauthorized transaction, or other irregularity. The 60 days begins on the date your statement became available. If reported orally, we require written confirmation within ten (10) days. If you allow someone else to access your statement, you are still fully responsible to review the statement for any errors, unauthorized transactions, or other irregularities. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the E-mail Date regardless of when you receive and/or open the eStatement.

Change of E-mail address: You agree to notify us immediately of any change in your e-mail address. Notice must be in writing to the Credit Union, by fax to 303-239-1108 or by updating your information online on the My Account page in the eStatement link of online banking.

Security: Although your online statement is secure, you understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your eStatement for each of your Credit Union accounts as soon as you access it. You agree to protect the confidentiality of your account and account number, and your personal identification information, as well as your driver’s license number and social security number. You understand that personal identification information by itself or together with information related to your account, may allow unauthorized access to your account. Data transferred via eStatement is not encrypted. You acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Internet, or e-mail transmitted to and from us, will not be monitored or read by others.

Password Security: For security reasons, we require that you log-in to cudonline to access your eStatements. If you incorrectly enter your cudonline password three times you will be prevented from access. Should this happen, contact us at 303-239-1150 or toll-free at 1-800-279-3288 for us to unlock your account. Your log-in password is confidential information that should be known only by you. The Credit Union will not, for any reason, ask for your log in password. If anyone contacts you and requests this information, contact us immediately. You are responsible for keeping your log-in password confidential.

Change in Terms: We may change any term of this Agreement at any time. If you do not wish to accept the change, you may terminate this Agreement by withdrawing your consent to receive statements and notices electronically.

Right to Withdraw Consent: You have the right to withdraw your consent to have your statements provided in an electronic form by going to the Account Maintenance section of eStatements and checking the box to unenroll from the electronic delivery of your statement. Or you may call us at 303-239-1150 or 1-800-279-3288 to verbally request a withdrawal from eStatements. We must receive your withdrawal of consent not less than three days before the date statements are processed for a statement period for you to receive a paper statement for that statement period. You will receive paper statements for subsequent statement periods. Requests for paper copies of a statement can be made by e-mailing webmaster@cudenver.com, or by calling 303-239-1150. There may be a fee for statement copies. Please refer to the Fees Schedule.

Disclaimer of Warranty and Limitation of Liability: We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the eStatements provided to you under this Agreement. We do not and cannot warrant that eStatements will operate without error, or that eStatements will be available at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of eStatements, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory.

Joint Accounts: If your share account is joint with another person, one of you may consent to receive disclosures electronically and that person's election to receive eStatements shall apply to both of you. We will then send the notice regarding the availability of your eStatements to the email address provided in lieu of providing a paper statement.

Our Right to Terminate: You agree that we can terminate our eStatements service and revert to printed mailed statements for any reason at any time. Communications between Credit Union and You: Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

- Email: You can contact us by e-mail at: webmaster@cudenver.com or through [cudonline](#) e-mail
- Telephone: You can contact us by telephone at: (303) 239-1150 or 1-800-279-3288
- Postal Mail: You can write to us at: Post Office Box 26140, Lakewood, CO 80226
- Office: For a listing of our offices please call us at the number above or visit www.cudenver.com for a complete listing.

Hardware and Software Requirements: To access your eStatements you will need a personal computer that has the capability of running software that can access the Internet and that can send and receive electronic mail. For accessing the Internet we recommend that you use either Netscape Navigator 4.7 or higher or Microsoft® Internet Explorer 5.0 or higher. If you are reading this agreement online, you have the necessary hardware and software to access your eStatements. To open and view an eStatement or any other document sent by the Credit Union your computer system must be equipped with Adobe Acrobat software version 4.0 or higher. You may download Adobe Acrobat for free at www.adobe.com or by clicking on the link provided on the eStatement Sign On page. For maximum performance, we recommend that you use Microsoft® Internet Explorer 7.0 or higher. To retain a copy of your statements, you will need a printer attached to your computer capable of printing Web pages. To save your statements on your computer you can use the "Save" feature of your Internet software to save the pages to your hard drive or to some other media, such as a floppy disk.

Additional Terms and Conditions of Your Electronic Statement Agreement: The terms and conditions of your Membership and Account Agreement for each of your Credit Union accounts as well as your other agreements with the Credit Union such as loans continue to apply notwithstanding anything to the contrary in this Agreement.

Regulation “CC” Funds Availability

Under normal circumstances, Credit Union of Denver policy is to make funds from your deposits available to you on the same business day we receive your deposit. At that time, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. However, Credit Union of Denver reserves the right to adjust this general policy on a case-by-case basis to address unusual or extraordinary circumstances that might arise with respect to any particular deposit item.

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

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

If you make a deposit using our night depository after 6:30 a.m. on a business day or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Longer Delays May Apply. In some cases, we will not make all of the funds that you deposit by check available to you on the same business day of your deposit. The length of delay is counted in business days from the date of your deposit.

Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$200.00 of your deposits will be available on the first business day after the date of your deposit.

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

If you will need the funds from a deposit right away, you should ask us when the funds would be available. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- Your account has been opened for less than thirty (30) days.
- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000.00 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of communications or computer equipment.
- Other circumstances exist which cause the credit union to reasonably believe that a longer hold period is necessary in order to avoid loss to the credit union.

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

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

ATM/Service Center Deposits: If you make a deposit at an ATM or Service Center, \$200.00 of your deposit will be immediately available. An additional \$200.00 will be available for withdrawal at the start of business on the first business day following the business day of deposit. In most cases, deposits made at ATMs and Service Centers will be available for withdrawal no later than the second business day following the business day on which the deposit was made.

Special Rules for New Accounts: If you are a new member, the following special rules apply during the first thirty (30) days your account is open. Service Center/outlet access will not be available for the first 30 days.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers and the first \$5,000.00 of a day's total deposits of U.S. Treasury, cashier's, certified, teller's, travelers, and federal, state, and local government checks will be available on the same business day if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000.00 will be available no later than the ninth (9) business day after the day of your deposit.

If your deposit of these checks is not made in person to one of our employees, the first \$5,000.00 will not be available until the fifth (5) business day after the day of your deposit.

Funds from all other check deposits will be available no later than the ninth (9) business day after the day of your deposit.

Foreign Checks: Checks drawn on financial institutions located outside the U.S. (foreign checks) are exempt from the policies outlined in this disclosure. The availability of funds for deposit of foreign checks will be delayed for the time it takes to collect the funds from the financial institution it was drawn on.

Regulation “D” Disclosure

What is Regulation “D” (Reg D)?

Reg “D” is part of the Monetary Control Act which imposes Federal Reserve requirements on depository institutions that maintain transaction accounts.

How does Reg D affect you?

Reg “D” limits the number of certain types of transfers per member account each month. You are allowed to make a total of six (6) aggregated transfers from Prime Savings Accounts, Secondary Savings Accounts, Money Market Accounts and/or Liquid Asset Accounts.

The following are considered Reg “D” transactions:

- Transfers from Prime Savings, Secondary Savings, Money Market and Liquid Asset Accounts via telephone lines, including Call-24 and On-line Banking.
- Transfers from your Prime Savings or Money Market Account that occur due to an overdraft in your checking account.
- Pre-authorized transfers to a third party cannot exceed six (6) aggregated transfers (savings) during any calendar month or statement cycle. This includes, but is not limited to health clubs, investment funds, insurance, etc.

Should you exceed the Reg D limits per member account in a calendar month, the Credit Union will return any item presented for payment as Non-Sufficient Funds and the appropriate fees will be applied.

The following transactions are not considered Reg D transactions (refer to individual disclosures for other restrictions):

- Check withdrawals via telephone lines, Call-24 or On-line Banking that are payable and mailed to you.
- ATM withdrawals or transfers.
- Transfers or withdrawals made in person at the teller line, by mail or messenger.
- Transfers for the purpose of repaying loans and associated expenses at the Credit Union.
- Access of your Overdraft Line-of-Credit as overdraft protection or by transfer.
- Pre-authorized payroll transactions.

Regulation “G” Unlawful Internet Gambling Disclosure

Important Account Notice Regarding an Update to the Federal Reserve Regulation GG - Unlawful Internet Gambling Enforcement Act of 2006

INTERNET GAMBLING TRANSACTIONS

You may not use your Credit Union account in connection with any business of placing, receiving or otherwise knowingly transmitting bets or wagers by any means which involves the use, at least in part, of the Internet, or for any other transaction which is prohibited by Federal Reserve Regulation GG - Unlawful Internet Gambling Enforcement Act of 2006.

This notice serves as your disclosure under the regulation, although customers receiving their statements through Internet Banking may receive additional periodic disclosures on this topic.

Regulation “J” Funds / Wire Transfer Information

Wire Transfer Agreement: The following rules shall apply to all wire transfer services provided by Credit Union of Denver. The words “I”, “us”, “we”, or “our” shall apply to and mean “Credit Union of Denver”. The words “you” and “your” shall apply to and mean the member who has requested or utilized the wire transfer services stated herein.

Acceptance of Payment Orders: In general, we will accept payment orders only if you have signed an “Outgoing Wire Transfer Form”, have a sufficient withdrawable balance on deposit in the appropriate account to execute the payment order, and produce valid identification. Once you have signed a “Telephone Wire Authorization”, we will accept telephonic payment orders from you, provided our security procedures are followed.

Security Procedures: Once you have signed a “Telephone Wire Authorization” and provided us with a pre-designated and agreed upon password, we will accept payment orders from you via telephone, provided you have a sufficient withdrawable balance on deposit in the appropriate account to execute the payment order, and you provide the information above to us when you call to make a payment order. You will be liable for any payment order or communication amending or canceling a payment order, whether or not authorized, that is issued in your name and accepted by the credit union in compliance with the agreed-upon security procedure.

Impossibility of Performance: The credit union will not be liable for failure to comply with the terms of an outgoing wire transfer form caused by legal constraint, interruption or failure of transmission and/or communications facilities, war, emergency, labor

dispute, act of nature, or circumstances beyond the control of the credit union.

Indemnification: You indemnify the credit union, its agents and employees against any loss, liability, or expense (including attorney's fees) resulting from or arising out of any claim of any person in connection with any matters except where applicable law precludes your notification.

Notification: You will not be provided with separate notification each time we receive a wire transfer into your account. We will provide you with notification of incoming wire transfers as part of your periodic statement. In the event we accept payments to your account through one or more Automated Clearing Houses ("ACH"), the operating rules of the Automated Clearing House Association ("NACHA") will be applicable to ACH transactions involving your account. These rules do not require that we provide you with notification of the receipt of these items as part of your periodic statement. You must notify us in writing of any unauthorized or erroneous payment order within thirty (30) days from the date you first received notification from the credit union either that the order was accepted or your account was debited with respect to the order. Should you fail to promptly notify us of any unauthorized or erroneous payment order as discussed above, we will not be liable to you for any subsequent similar occurrence that we could have prevented had we received such notice.

Choice of Law: We may accept, on your behalf, payments to your account that have been submitted by Fedwire and that are not subject to the Electronic Funds Transfer Act ("Regulation E"). Your rights and obligations with respect to such transfers shall be governed and construed in accordance with Regulation J, Subpart B-Funds Transfers Through Fedwire, and the applicable Federal Reserve Bank Operating Circular. Whenever an ACH is used as part of a transaction that does not involve Fedwire, the rules of that ACH will govern that part of the transaction. Where none of the above-stated rules apply, the transactions contemplated shall be governed by the laws of the State of Colorado, including Article 4A of the Colorado Uniform Commercial Code.

Cut-off Time for Funds Transfers: Unless otherwise provided by the Credit Union in a separate schedule concerning specific types of funds transfers, the cutoff time for receipt and processing of payment orders shall be 12:00 pm on each funds transfer business day. The same cutoff time shall be applicable to communications canceling or amending a wire instruction.

Account Limitations: It is the policy of Credit Union of Denver to accept funds transfers from your savings, money market or checking accounts; however, with respect to savings or money market accounts, we will allow you to make no more than six withdrawals or transfers to another credit union account that you own, or to third parties, by means of a pre-authorized or automatic transfer, or telephonic order or instruction, or similar order, per month. Your account may be subject to closure if you exceed these limits.

Fees: We will charge you a fee (please refer to the Investment Rates and Fee Schedule) for each payment order you give us. Credit Union of Denver makes no warranties with respect to fees charged by other financial institutions with respect to your payment orders.

Provisional Credit: Credit given by us to you with respect to an ACH entry is provisional until we receive final settlement for the credit entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified that we are entitled to a refund of the amount credited to you in connection with the credit entry. Moreover, you are hereby notified that the party making payment to you (the originator) shall not be deemed to have paid you the amount of the credit entry.

Your Liability for Incorrect Information: If you give us a payment order that identifies a beneficiary (the person to whom you are wiring funds) by name and account number or some other identifying number (such as a Social Security, Taxpayer I.D. or driver's license number), we may pay the beneficiary on the basis of the number provided to us by you and consider that number to be proper identification. This will be true even if the number provided to us identifies a person different from the named beneficiary, unless otherwise provided by law or regulation.

If you give us a payment order that identifies the beneficiary's financial institution in the funds transfer by name and Routing and Transit ("R/T") or other identifying number, we, as well as the receiving financial institution, may rely on the number provided to us by you as the proper identification. This will be true even if the number provided identifies a financial institution that is different from the named financial institution, unless otherwise provided by law or regulation.

Limitation of Liability: If we are ever obligated by law to pay interest on the amount of a transfer, you will be paid interest on a daily basis equal to the current dividend rate that is otherwise applicable to the account from which the funds transfer should have occurred. In the event we are ever liable to you for damages due to a transfer, your damages will be limited to actual damages only. We will not be responsible for incidental or consequential damages, court costs or attorney fees, unless otherwise provided by law or regulation. If you make a payment order which instructs us to wire funds to foreign countries, we assume no liability as to the length of time necessary to complete such a transfer, provided we have acted in good faith, with ordinary care, and in compliance with applicable law.

Billing Rights -- Keep This Notice for Future Use

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notification of Error: If you think your statement is wrong, or if you need more information about a transaction on your statement, write us on a separate sheet at the address listed on your statement. Do not write billing error on your statement, bill or check sent with the bill. We must hear from you no later than 60 days after we have sent you the first statement on which the error or problem appeared.

You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay a credit card account automatically from your savings account or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is schedule to occur.

Your Rights And Our Responsibilities: We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the statement was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to send statements to you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your statement that are not in question.

If we find that we made a mistake on your statement, you will not have to pay any finance charges related to the questioned amount. If the mistake was not ours, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date due. If you fail to pay the amount you owe on or before the due date, we may report you as delinquent. However, if our explanation does not satisfy you, you may write us within ten (10) days advising us of your refusal to pay. During that time, if we receive a credit inquiry, we will report that there is a question concerning your statement, and will notify you of the name of the inquiring party. When the matter is settled, we will inform the forementioned party as to the settlement.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your statement was correct.

Special Rule For Credit Card Purchases: If you have a problem with the quality of property or services that you purchased with a Credit Union of Denver Platinum or Secured MasterCard®, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- The purchase price must have been more than \$50.00.

These limitations do not apply if we own or operate the merchant or if we mailed you the advertisement for the property or services.



FACTS

WHAT DOES CREDIT UNION OF DENVER DO WITH YOUR PERSONAL INFORMATION?

Why? Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What? The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Account balances and payment history
- Credit history and credit score

When you are *no longer* our member, we continue to share your information as described in this notice.

How? All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members’ personal information; the reasons Credit Union of Denver chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does C•U•D Share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	YES	NO
For our marketing purposes - to offer our products and services to you	YES	NO
For joint marketing with other financial companies	NO	We don't share
For our affiliates’ everyday business purposes - information about your transactions and experiences	NO	We don't share
For our affiliates’ everyday business purposes - information about your creditworthiness	NO	We don't share
For our affiliates to market to you	NO	We don't share
For nonaffiliates to market to you	NO	We don't share

Questions? Call 303.239.1150 or 1.800.279.3288, or visit www.cudenver.com

What we do

<p>How does Credit Union of Denver protect my personal information?</p>	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p>
<p>How does Credit Union of Denver collect my personal information?</p>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Open an account • Apply for a loan <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<p>Why can't I limit all sharing?</p>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using our information to market to you • Sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. (See below for more on your rights under state law.)</p>

Definitions

<p>Affiliates</p>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Our affiliate is CU Access
<p>Nonaffiliates</p>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Nonaffiliates we share with include government entities in response to subpoenas and other legal processes, credit bureaus, auditors, companies providing servicing, processing, accounting, or similar types of functions, companies originating loans or loan applications, and insurance companies
<p>Joint Marketing</p>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p>

Other Important Information

Prior Consent for Release of Financial Information Form. The *Prior Consent to Release Financial Information* form was developed to implement § 6-21-103, C.R.S., which requires financial institutions to offer eligible account holders the option to voluntarily sign a prior consent form to be placed in an account holder's file. All account holders have the option to voluntarily sign a prior consent form for placement in the account holder's file or record maintained by the Credit Union. By signing a prior consent form, an account holder waives the confidentiality limitations related to his or her financial records maintained at the Credit Union for the limited purpose of allowing the Credit Union to alert or notify the county department and a local law enforcement agency of known or suspected financial exploitation of the account holder and provide the county department and local law enforcement access to the account holder's records to investigate known or suspected financial exploitation of the account holder. A prior consent form executed pursuant to this section is effective until the Credit Union receives written notice of revocation and survives any disability of the account holder that occurs after the execution of the prior consent form. In the absence of actual knowledge of a judicial determination of incapacity, the Credit Union may assume that any account holder that executes a prior consent form has the legal capacity to perform the act. Nothing in this section or in a signed prior consent form creates a legal duty or obligates the Credit Union in any manner to report known or suspected financial exploitation of an account holder.