Membership and Account Agreement

This Membership and Account Agreement is accurate for December 1, 2025 and is subject to change at any time.

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GENERAL OVERVIEW

The purpose of this booklet, the disclosures herein, and other disclosures provided to you is to inform you of the rules which govern your account(s) with Four Points Federal Credit Union. Continued use of your account(s) with the credit union after receipt of this booklet and all other disclosures provided means that you agree to these disclosures in whole and assume all rights and responsibilities predicated herein and otherwise provided to you.

For the purpose of the disclosures in this booklet and otherwise provided, the terms “we”, “us”, “our”, and “credit union” hereby refer to Four Points Federal Credit Union. The terms “you”, “your”, “owner(s)”, “account owners(s)”, “joint owner(s)”, and “member(s)” refer to you and/or any and all parties with a vested interest in the disclosures herein.

Much of our relationship with members is regulated by state and federal law. This includes laws regulating the methods of transferring property upon death and the rights of surviving spouses and dependents. The body of law is too large and complex to reproduce here. As such, this booklet is not all inclusive to all laws and circumstances that may affect you, your account, your transactions, or your rights and responsibilities. If you have questions about such laws, you are advised to consult your attorney.

This booklet summarizes the rules related to savings and checking accounts. In addition, this booklet provides instructions for common transactions, explains rules for certain events or circumstances which the law does not regulate; and establishes rules for certain transactions which the law may regulate, but permits variation by agreement. This booklet also explains the rights and responsibilities of you as the member and of Four Points Federal Credit Union.

If any portion of the disclosures in this booklet or otherwise provided to you is held by a court to be invalid or unenforceable for any reason, the remainder of the disclosures shall not be invalid and will continue in full force and effect. Any waiver to any terms of any agreement or disclosure by the credit union for any reason will not alter or invalidate any portion of such disclosures nor will it be considered normal practice.

This booklet and all disclosures provided to you are governed by the bylaws of the credit union and the laws and regulations of the Federal Government and State of Nebraska, as amended from time to time. To the extent permitted by applicable law, you agree that any legal action regarding any disclosures provided to you by the credit union be brought in Douglas County, Nebraska.

At any time, you may request a copy of this booklet, any updates or addendums, or any other disclosures which may pertain to your account(s).

FEDERAL IDENTIFICATION REQUIREMENTS

Important Information about Procedures for Opening a New Account and Identification Requirements: To help the government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. (Section 326 of the USA Patriot Act)

What this means for you: When you open an account, we have the right obtain a credit report on you and ask your name, address, date of birth, and other information that will allow us to identify you. We will ask to see an unexpired government issued picture identification card (driver's license, ID, passport) or other identifying documents. In some cases, identification will be requested for current members if original documentation was not obtained with the opening of the account. In all cases, protection of our members' identity and confidentiality is our pledge to you. We will copy items used in verifying your identity. Information contained within these documents will not be shared or disclosed to non-affiliated parties as written in our **Privacy Policy**.

ACCOUNT AGREEMENT

This section explains many of the different types of accounts and circumstances affecting them. In addition, it explains the rights and responsibilities relating to membership and owning an account with Four Points.

MEMBERSHIP: In order to become a member of the credit union, an individual or entity must be eligible within the credit union's authorized field of membership. Contact the credit union for more information regarding eligibility. In order to join, a savings account must be opened and maintained in accordance with this agreement and the Truth in Savings and Fee Schedule.

SINGLE PARTY ACCOUNTS: A single party account is one owned by individual or entity eligible for credit union membership. In the case of death of the single party owner, the account will pass to the estate or Payable on Death (POD) beneficiary or beneficiaries, subject to other provisions of this agreement.

MULTIPLE PARTY ACCOUNTS: A multiple party account is owned by two or more people. Unless otherwise specified in written account documents, all multiple party accounts with the credit union are with Rights of Survivorship, meaning that upon the death of any owner, that person's interest in the account passes to the surviving owners.

Any owner of a multiple party account is authorized to act for the other owners and the credit union may accept orders and instructions regarding the account from any account owner. This means that any joint owner may transact any business on the account individually, including but not limited to deposits, withdrawals, transfers, stop payments, closing account, and pledges of funds in the account.

The credit union has no duty to inform any other account owners of any activity by another account owner; however, the credit union reserves the right to require written approval of all owners for a change of ownership or termination of a multiple party account. If the credit union receives notice of a dispute among owners or receives inconsistent instructions, the credit union may suspend account activity until such dispute is resolved either by a court or a written agreement among all account owners.

If any item deposited in a multiple party account is returned unpaid or an account is overdrawn, all owners are jointly liable to the credit union for payment. If any account owner is indebted to the credit union, the credit union may enforce its rights against any or all funds in the account regardless of who contributed those funds.

POD/TRUST ACCOUNTS: A Payable on Death (POD) account or trust account designation instructs the credit union that an account is payable to the owner or owners during their lifetimes, and upon the death of the last owner, payable to any named and surviving POD or trust beneficiary designated on the account card. Accounts payable to more than one surviving beneficiary are owned jointly by such beneficiaries. Any POD or trust beneficiary designation shall not apply to Individual Retirement Accounts (IRAs), which are governed by a separate beneficiary designation. The credit union has no duty to notify any beneficiary of the existence of any account or of the beneficiary's interest in any account except as otherwise provided by law.

MINOR ACCOUNTS: On any account established for a minor, the credit union reserves the right to require the account to be a multiple party account with an adult of legal age in the State of Nebraska as a joint owner. Payments from the account may be made directly to the minor, and the credit union has no duty to inquire of the use or purpose of any transactions of the minor. Unless a guardian or parent is a joint owner, the minor’s guardian or parent does not have any rights to the account.

UNIFORM TRANSFERS/GIFTS TO MINORS: The credit union does not offer, open, or maintain these types of accounts.

AGENT DESIGNATION: Any agent designation is an instruction to the credit union that the account owner has authorized in writing another person to make transactions as an agent for the account owner. An agent has no

ownership interest in the account. The credit union has no duty to inquire of the use or purpose of any transaction by the authorized agent.

DEPOSIT REQUIREMENTS: Funds may only be deposited in a manner approved by the credit union. The credit union is authorized, at its discretion, to accept transfers, checks, and other items of deposit into any of your accounts if they are made payable to, or to the order of, any one or more owners of the account, whether or not they are endorsed by all payees. The credit union is authorized to supply missing endorsements of any owners if the credit union so chooses. If any deposited item requires endorsement as set forth on the back of the item, the credit union may require such endorsement. Endorsements must be in a space on the back of the check within 1.5 inches of the top edge. The credit union may accept items with endorsements outside this space; however, any variation in placement of endorsements may cause a delay or error in processing and you will be responsible for any loss by the credit union due to such delay or error.

In handling items for deposit or collection, the credit union only acts as your agent and assumes no responsibility beyond the exercise of ordinary care. The credit union is not liable for the negligence of any correspondent or for loss of funds in transit.

All deposits, including wires and ACH (Automated Clearing House) transfers, credited to your account are provisional and subject to credit union receipt of final payment. If final payment is not received, the credit union reserves the right to charge your account for the amount of such items. If the credit union incurs any fee to collect any item, that fee may be charged to your account. The credit union reserves the right to refuse or to return any funds transfer item. The credit union has the right to charge back to your account all previously deposited items that are returned unpaid regardless of whether the amount of the item has been made available for your use.

The credit union may offer direct deposit options allowing you to preauthorize deposits or transfers to your account. You must authorize any direct deposits to your account by a separate authorization form. If applicable, you must notify the credit union at least thirty (30) days prior to any change or cancellation of a direct deposit. In the case of a bankruptcy, if you fail to cancel any direct deposit authorization, you instruct your employer and the credit union to make and apply direct deposits in accordance with your authorization on file with the credit union. If the credit union is required to reimburse the U.S. Government for any payment directly deposited to your account for any reason, you agree that the credit union may deduct the amount returned from any of your accounts, unless prohibited by law.

All deposits are subject to the **Availability of Deposited Funds** section in this Booklet.

ACCOUNT ACCESS: In order for you to access any account, the credit union must have an authorized signature of yours on an account card. The credit union is authorized to recognize your signature but will not be liable for refusing to honor any item or instruction if it believes in good faith that the signature on such items or instruction is not genuine. If you give your account number to a third party, you authorize us to honor transactions initiated by the third party even though you did not specifically authorize a particular transaction.

The credit union may disregard information on any check other than the signature of the drawer, amount of the item, and any magnetically encoded information. You agree the credit union does not fail to exercise ordinary care in paying any items solely because its procedures do not provide for sight examination of items.

CREDIT UNION LIABILITY: If the credit union does not properly complete a transaction according to this agreement, the credit union will be liable for your losses or damages not to exceed the amount of the transaction (except as otherwise provided by law). The credit union is not liable if: (a) through no fault of the credit union your account does not contain enough money to make a transaction; (b) circumstances beyond the credit union's control prevent the transaction; (c) your loss is caused by your negligence or the negligence of another financial institution; or (d) the money in your account is subject to legal process or other claim.

The credit union will not be liable for consequential damages, except liability for wrongful dishonor. The credit union's action will constitute the exercise of ordinary care if such actions or non-actions are consistent with applicable law and regulations. You grant the credit union the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this agreement. Any conflict between oral representations by you or credit union employees and any written form will be resolved by reference to this agreement and applicable written form.

The credit union is not responsible for documents, deposits, or any other item sent by mail or third party transit until it is received by the credit union. The credit union is not responsible for lost, stolen, misdirected, or delayed mail service.

LIEN AND SECURITY INTEREST: To the extent you owe the credit union money as a borrower, guarantor, endorser, or otherwise, the credit union has a lien on any or all of the funds in any account in which you have an ownership interest, regardless of who contributed the funds, unless prohibited by law. The credit union may apply these funds in any order to pay off your indebtedness. If the credit union chooses not to enforce its lien, the credit union does not waive its right to enforce the lien at a later time. You grant the credit union a security interest in your accounts and agree the credit union may use the funds from your accounts to pay any debt or amount now or hereafter owed the credit union except for obligations secured by your residence, unless prohibited by law.

LEGAL PROCESS: If any legal action, such as a levy, garnishment or attachment, is brought against your account, the credit union may refuse to pay out any money from your account until the dispute is resolved or may pay out funds according to the terms of the levy. If the credit union incurs any expenses or attorney fees, such expenses may be charged against your account without prior notice, unless prohibited by law. Any legal process against your account is subject to the credit union's lien and security interest.

NOTIFICATIONS: It is your responsibility to notify the credit union of a name or address change. The credit union is required to attempt to communicate with you only at the most recent address you have provided.

Any written notice from you is effective when actually received by the credit union. Any written notice the credit union gives you is effective when it is deposited in the U.S. Mail postage paid and addressed to you at your statement mailing address. Notice to one account owner is considered notice to all owners of a multiple party account.

IRS REQUIREMENTS: If your account is or becomes subject to backup withholding, the credit union is required by law to withhold and pay to the Internal Revenue Service (IRS) a required percentage of payments of interest and certain other payments. Your failure to provide a correct social security number or other taxpayer identification number or meet other applicable requirements of the IRS may result in backup withholding. If you fail to provide your taxpayer identification number, the credit union may suspend the opening of your account.

STATEMENTS: You will receive a periodic statement of your account. When a periodic statement is provided, you agree that only one statement is necessary for multiple party accounts. For checking accounts, you understand that, when paid, your original check becomes property of the credit union and may not be returned to you, but copies will be retained by a payable through institution and made available at your request for a limited period of time as determined by the Credit Union. Statements are considered to have been made available to you on the date they are mailed or made available online for you if you have opted out of receiving paper statements.

You are responsible for examining each statement and reporting any irregularities to the credit union. The credit union will not be responsible for any forged, altered or unauthorized items drawn on your account if: (a) you fail to notify the credit union within thirty-three (33) days of the mailing date of the earliest statement regarding any forgery, alteration or unauthorized signature; or (b) any items are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature.

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 the credit union of any errors. Your statement will be considered correct for all purposes and the credit union will not be liable for any payment made or charged to your account unless you notify the credit union in writing within the above time limit.

DORMANT ACCOUNTS: A dormant account is any savings account that has no activity other than the posting of dividends or assessment of fees for a period of 12 months or more. If your account becomes dormant it may be subject to a dormant account fee. Refer to Truth in Savings and Fee Schedule for information.

ACCOUNTS UNDER BYLAW REQUIREMENT: If your account falls below the minimum balance required under the bylaws of the credit union, and you do not have an active loan account, the credit union will notify you at your address of record and request that your account is brought to the minimum balance. If you do not respond to this request within 30 days, the credit union may cancel your membership and close your account for being out of compliance with Four Points bylaws. Should your membership be cancelled, and your account closed, the balance will be paid to you by check and mailed to your address of record. If the credit union is not able to notify you at your address of record, your account is deemed to be abandoned and subject to the “Unclaimed Property” provision.

UNCLAIMED PROPERTY: If your account is dormant for a period of five years, if you have not made positive contact with the credit union concerning your accounts, or if we are not able to notify you at your address of record your account is considered abandoned and subject to the Nebraska unclaimed property law. Funds in abandoned accounts will be reported and remitted to the State of Nebraska. Once funds have been turned over to the state, the credit union has no further liability to you for such funds and you must make any claim to the State of Nebraska. A fee may be charged for this service as outlined in the Truth in Savings and Fee Schedule.

SPECIAL INSTRUCTIONS: You may request the credit union to facilitate certain trust, will, or court-ordered account arrangements. However, because the credit union does not give legal advice, it cannot counsel you as to which account arrangement most appropriately meets your specific needs. If you ask the credit union to follow any instructions that it believes may expose it to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, the credit union may refuse to follow your instructions. The credit union may require that account changes requested by you, or any account owner, be evidenced in writing.

LIMITATION OF SERVICES: The credit union may terminate your account at any time without notice, or may require you to close your account and apply for a new account if: (a) there is a change in the owners or authorized signers; (b) there has been a forgery or fraud reported or committed involving your account; (c) there is a dispute as to the ownership of funds in the account; (d) any checks are lost or stolen; (e) there are excessive returned unpaid items not covered by an overdraft protection plan; (f) there has been any misrepresentation or any other abuse of any of your accounts; or (g) the credit union deems it necessary to prevent a loss to the credit union.

You may terminate any single-party account at any time by notifying the credit union. The credit union reserves the right to require (but may not require) the consent of all multiple party account owners for termination of a multiple party account. The credit union is not responsible for payment of any check, withdrawal, or other item after your account is terminated; however, if the credit union pays an item after termination, you agree to reimburse the credit union for the payment.

MEMBERSHIP TERMINATION: You may terminate your membership at any time within the terms of this agreement regarding account withdrawals and closings. You may be denied services or be expelled from credit union membership for any reason permitted by law or the bylaws of the credit union, including causing a loss to the credit union. You will be advised of any appeal rights in connection with termination of membership.

ACCOUNT OWNER DEATH: The credit union may continue to honor all transfers, withdrawals, deposits and other transactions on an account until it is notified of the death of the account owner. Once the credit union is notified of an owner's death, it may pay checks or honor other payments or transfer orders authorized by the

deceased owner for a period of ten (10) days unless the credit union receives instructions from any person with an interest in the account to stop payment on the checks or other items. You agree that the credit union can require that anyone who claims funds in an account after the death of the owner indemnify the credit union for any loss resulting from honoring that claim. This agreement is binding upon any heirs or legal representatives of any account owner.

ENFORCEMENT: You agree to be liable to the credit union for any loss, cost or expense that it incurs as a result of your failure to follow this agreement. You authorize the credit union to deduct any such loss, costs or expenses from your account without prior notice. In the event the credit union brings a legal action to enforce the agreement or collect any amount due under this agreement, it shall be entitled, subject to applicable law, to payment of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

NOTICE OF NEGATIVE INFORMATION: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected on your credit report. The credit union reserves the right to charge off any account with a deficient balance if it believes that the deficiency may not be collected in a reasonable amount of time. The credit union reserves the right to report any uncollected deficiency to the credit bureaus.

SEVERABILITY: In the event that any portion of this agreement is held by a court to be invalid or unenforceable for any reason, the remainder of this agreement shall not be invalid and will continue in full force and effect.

GOVERNING LAW: This agreement is governed by the bylaws of the credit union, federal laws and regulations, and laws and regulations of the State of Nebraska, as amended from time to time. To the extent permitted by applicable law, you agree that any legal action regarding this agreement shall be brought in Douglas County, Nebraska.

OTHER AGREEMENTS AND DISCLOSURES: Truth-In-Savings disclosures are provided in the Truth in Savings and Fee Schedule, which is provided to members opening new accounts with the credit union or upon request. This disclosure provides specific information concerning minimum balances, compounding of interest, crediting of dividend interest, the nature of credit union dividends, transaction limits, and the schedule of credit union fees. Time Certificate disclosures are provided at the time a member establishes a time certificate account.

CHECKING ACCOUNT AGREEMENT

The Checking Account (also sometimes referred to as a share draft account) Agreement describes specific rules which apply to checking accounts. Checking accounts held with the credit union are subject to the requirements, terms, and conditions as contained in this agreement and established by the credit union.

DIVIDENDS: The credit union retains the right to change and/or eliminate dividends on checking accounts at any time. Current rates are published in the Truth in Savings and Fee Schedule.

FEES: Any and all fees that may be assessed to your accounts are explained and disclosed in the Truth in Savings and Fee Schedule. You will be provided with a copy of this disclosure upon account opening or at your request.

PAID OR CANCELLED CHECKS: Paid and/or cancelled checks processed by the credit union are destroyed; however, an image of the check maybe available online via Online Banking. You can also request a copy of your check by contacting the credit union, however a fee may apply.

OVERDRAFT PROTECTION: The member may elect, by separate agreement, to establish overdraft protection by authorizing the credit union, in the event of an overdraft, to transfer funds from another share (savings, checking, etc.) account or from a line of credit established for this purpose.

RIGHT TO CLOSE: If the credit union determines that checking account privileges are being abused (i.e. excessive overdraft transactions) it reserves the right to close the account and/or cancel the member's check writing privileges on the account. The credit union also reserves the right to recover any monies owed it by the member for overdrafts or unpaid fees and charges, including reasonable attorney fees and other charges incurred on the part of the credit union to collect these funds.

TRANSFER OF FUNDS: The member may transfer funds to the checking account from a separate account by telephone request, or such transfers may be made automatically to pay overdrafts if the member establishes a separate agreement or service within online banking for overdraft protection.

NON-SUFFICIENT FUNDS (NSF) / OVERDRAFT FEES:

1. **Assessment of Fees**
   We may assess Non-Sufficient Funds (NSF) or Overdraft (OD) fees if your account does not have enough funds to cover a transaction. NSF and OD fees are assessed based on the available balance in your account at the time the transaction is processed, not the ledger balance. The available balance may be impacted by pending transactions, holds, or authorizations not yet finalized.

2. **Available Balance**
   NSF and OD fees are determined based on your account's available balance at the time a transaction is processed. Please note that the available balance may not always reflect pending transactions, such as authorized checks, card transactions, or transfers that have not yet been posted. For example, a check you have written may not be presented for payment immediately, which could lead to insufficient funds when it is later processed.

3. **Maximum Fees Per Transaction**
   The maximum number of NSF or OD fees that may be assessed in connection with a single transaction is **one (1)**. Even if a transaction is re-presented for payment, only one fee will be charged for that transaction.

4. **Daily Maximum Fees**
   The maximum number of NSF or OD fees that may be assessed in a single day, per share draft account, is **five (5)**.

5. **Re-presentment of Transactions**
   We do not charge multiple fees on the same represented item. If a transaction is re-presented after an initial NSF or OD fee has been assessed, no additional fees will be charged for that transaction, regardless of how many times it is presented for payment.

6. **Posting Order and Overdraft Timing**
   The order in which transactions are processed can affect the availability of funds in your account and whether NSF or OD fees will be charged. We process transactions based on our internal procedures, which may change from time to time based on regulatory requirements, technology, and industry standards.

   Please be aware that funds from deposits may not be available immediately, particularly if they are subject to a hold.

7. **Your Responsibilities**
   You are responsible for maintaining sufficient funds in your account to cover all transactions, including checks, card transactions, transfers, and fees. It is your responsibility to ensure your account has enough funds to cover any transactions that you authorize or that are presented to us.

Be aware that checks, card transactions, and transfers can post and be paid quickly, and deposits made at the last minute may not cover these transactions in time.

OTHER CONDITIONS: The following conditions apply to checking accounts:

• Only approved checks and other methods approved by the credit union may be used to withdraw funds from the checking account.

• The credit union may pay a check on whatever day it is presented for payment, notwithstanding the date or any limitation on time of payment appearing on the check.

• The credit union is under no obligation to pay a check which exceeds the balance in the checking account unless pre-authorization to transfer from a line of credit or other deposit / share account is on file.

• Except for negligence, the credit union is not liable for any action it takes regarding the payment or nonpayment of a check.

• All non-cash payments received in the checking account will be credited subject to final payment.

• Funds deposited in a checking account may not be available for immediate withdrawal. Please refer to the **Availability of Deposited Funds** section of this booklet for more information.

• If an account is owned by more than one prson, this agreement is subject to the additional terms and conditions of any joint account agreement that applies to an account in joint names.

• The use of checking accounts is subject to such other terms, conditions and requirements as may be established by the credit union from time to time.

ADDITIONAL CHECKING ACCOUNT BENEFITS:

Premier Checking. Dividends may be earned on the Premier Checking Account if certain account criteria are met each month. Members must; 1) Self-enroll through online or mobile banking for e-statements and maintain that statement delivery election; 2) Setup and maintain automatic electronic deposit(s) (ACH) originating outside of Four Points FCU, of $500 or more each month into the account; 3) Make qualifying point of sale purchases with a Four Points issued debit card at least fifteen (15) times per month. All qualifying actions and activities, including the debit card transaction settlements, must occur by 5 pm central time on the last calendar day of the month.

ADDITIONAL TERMS AND CONDITIONS: The owners of the checking account authorize the credit union to recognize any of the signatures as designated on the membership application in the payment of funds, or the transaction of any business for this account. The joint owners of the account agree with each other and with the credit union that all sums now paid into an account, or heretofore or hereafter paid into an account by any or all of said joint owners to their credit as such joint owners with all accumulations thereon, are and shall be owned by them jointly, with the right of survivorship and be subject to the withdrawal or receipt of any of them, and payment to any of them or the survivor or survivors and shall be valid and discharge the credit union from any liability for such payment. The right or authority of the credit union under this agreement shall not be changed or terminated by said owners, or any of them except by written notice to the credit union, which shall not affect transactions theretofore made.

DEBIT/ATM CARD AGREEMENT

This Agreement sets forth the terms and conditions for the use of your Debit/ATM Card (herein referred to as "card") and Personal Identification Number (herein referred to as "PIN"). By using your card, you agree to the terms and conditions of this Agreement.

DEBIT/ATM CARD: The card is the property of Credit Union. We reserve the right to suspend or terminate usage rights given to you at any time, and the card must be surrendered to us upon request. You agree that the card issued to you may be impounded automatically by the Credit Union at any time in the branch office or at an ATM. You agree that any card issued to you will not be shared with any other person, that you are the only authorized user of the card, and that you will not divulge, give, or make available to any other person, including Credit Union employees, your PIN either directly or indirectly at any time.

PERSONAL IDENTIFICATION NUMBER (PIN): You may select your own PIN to be used with your card for transactions. You agree not to write your PIN on your card and not to carry your PIN with you at the same time as you carry your card. You agree to use your best efforts to protect your PIN from being compromised.

AUTHORIZATION: We will consider any transaction made at any ATM with your Debit/ATM Card and your PIN as having been made or authorized by you. If the account to which the card relates is a joint account, all transactions will be binding on all parties to the account.

WITHDRAWAL: You will be assigned a daily withdrawal and transaction limit. You agree that you will not use your Debit/ATM Card to withdrawal amounts of money in excess of your balance(s) or the daily limit. In the event that you do withdraw amounts of money in excess of your balance(s) in your account(s), your hereby agree to authorize the Credit Union to debit any available balance in any of your accounts, with the exception of an IRA account, to thereby cover your unauthorized withdrawal.

RECEIPTS: Cash withdrawals made with your card shall be evidenced by a receipt created electronically at the time of the withdrawal and you agree that any such cash withdrawal shall constitute a valid charge against your account.

DEPOSITS: If there is a discrepancy between the amount found at an automated terminal in your deposit envelope and the amount you state as being the amount found in the deposit, we will credit you with the amount found in the deposit envelope. Recent deposits may not be available for withdrawal through an automated terminal until verification has been completed.

CANCELLATION: You have the right to cancel your card and PIN at any time upon giving us notice of such intention and by surrendering your card.

CREDIT INFORMATION: You authorize the Credit Union to obtain such credit information relating to you as we deem necessary in order to carry out the terms of this Debit/ATM Card Agreement.

AMENDMENT: You acknowledge and agree that this Debit/ATM Card Agreement is subject to change at any time by the Credit Union, with or without notice to you.

SERVICE FEES: By application for and/or use of the card, you shall be subject to fees in accordance with Truth in Savings and Fee Schedule adopted by the Credit Union, as amended from time to time. Fees will not be refunded due to cancellation or other reasons. Such fees include, without limitation: charges for NSF transactions, card replacement, fees for the number of transactions, (if applicable), and fees to expedite a replacement card. You hereby authorize the Credit Union to debit any of your accounts, with the exception of IRA accounts, to cover any or all of such fees and charges.

DISCLOSURE STATEMENT: This agreement incorporates by reference the terms and conditions of the **Electronic Fund Transfer** set forth in this booklet. Per the Visa Network rules and regulations, Visa check cards may not be used for any illegal transactions.

RELATED ACCOUNTS: This Agreement will be subject to any agreements, rules, and regulations covering the account(s) to which your card relates.

ELECTRONIC FUNDS TRANSFERS (EFT)

This disclosure is provided to members according to the provisions of the Federal Electronic Fund Transfer Act. The word “card” refers to the Debit/ATM Card issued to you. The word “terminals” refers to automated teller machines and point of sale terminals. Please read this disclosure statement in its entirety.

SUMMARY OF YOUR LIABILITY FOR UNAUTHORIZED ELECTRONIC FUNDS TRANSFERS: 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, call us immediately or if after business hours, call 1-800-453-4270. Failing to contact us regarding lost or stolen cards or unauthorized transferred may increase your liability for loss.

Your liability for unauthorized VISA debit transactions with the card is zero if reported immediately (does not apply to ATM transactions, PIN transactions not processed by Visa, or certain commercial card transactions). Failure to notify the credit union immediately will void this statement of zero liability.

If you fail to notify us immediately of a lost or stolen card or an unauthorized transaction the statement of zero liability is void; however, if you inform us within 2 business days of the loss, theft, or unauthorized transaction, you can lose no more than $50. If you do not inform us within 2 business days after the loss or theft of your card you will be liable for up to $500 of unauthorized charges. After 60 days there is no limit of liability. If a good reason (such as a long trip or hospital stay) kept you from telling us, at our discretion, we may extend the time periods for reporting.

If you report unauthorized transactions within the limit of liability, provisional credit amounts will be provided on a provisional basis until the conclusion of an investigation.

In any situation, if it is determined that you were grossly negligent in handling your account or card, committed fraud or attempted to defraud through the use or misuse of your account or card, or did not comply with the terms and conditions specified in this agreement or the Debit/ATM Card Agreement, the limits of liability may not apply and any provisional credit provided to your during the course of investigation may be withheld, delayed, limited, or rescinded.

OUR ELECTRONIC FUND TRANSFER SERVICES: You may use your card to make the following electronic fund transfers:

• Inquire balances or cash withdrawal from your checking or savings account at ATMs

• Pay for purchases at participating merchant locations

• Authorize online purchases through merchant websites (Some of these services may not be available at all terminals)

LIMITATIONS ON ELECTRONIC FUNDS TRANSFERS: You may withdrawal up to $500 in cash from ATMs daily. You may use your card for transactions in amounts not to exceed the balance in your account or $2,500, whichever is less, for daily non-ATM transactions at participating financial institutions and merchants. These limits may be changed on your account at the credit union’s discretion at any time. For security reasons, there are limits on the number of transfers you can make using your card. Please be aware that many merchants may

place holds on your account for funds in excess of the purchase. These funds will expire once the purchase posts to your account (up to 3 business days); however, until such time you may not have access to held funds. We will not be responsible for any charges, fees, or circumstances resulting from any hold.

SUMMARY OF YOUR RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS: You will receive a monthly account statement if there are any electronic fund transfers during that month, otherwise you will receive a statement at least quarterly.

SUMMARY OF OUR LIABILITY TO YOU FOR FAILURE TO MAKE OR STOP CERTAIN TRANSFERS: If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance:

• If, through no fault of ours, you do not have enough money in your account to make the transfer

• If the transfer would go over the credit limit on your overdraft line

• If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken

• If the ATM where you are making the transfer does not have enough cash

• If the terminal was not working properly and you knew about the breakdown when you started the transfer

• There may be other exceptions stated in our agreement with you

CONFIDENTIALITY: We will disclose information to third parties about your account or the transfers you make:

• Where it is necessary for completing transfer

• In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant

• In order to comply with government agency or court orders or subpoenas, or laws and regulations

• If you give us your written permission

CHARGES FOR ELECTRONIC FUND TRANSFERS: If you use an ATM not owned by us or visit a POS merchant, you may be charged a fee by the acquirer. Check the Truth in Savings and Fee Schedule for any fees the credit union may charge.

STOP PAYMENTS: If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within 14 days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made. A stop payment request may apply to a single transfer, multiple transfers, or all future transfers as directed by you, and will remain in effect unless you withdraw your request or all transfers subject to the request have been returned.

OTHER TERMS AND CONDITIONS: The exchange rate for transactions in a foreign currency will be a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government mandated rate in effect for the applicable central processing date plus the 1% International Transaction Fee. Your account(s) may also be governed by other terms and conditions previously set by us. If any of those terms and conditions, conflict with the terms and conditions of this disclosure statement, this disclosure statement will prevail.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS: If you think your statement or receipt is wrong or if you need more information about a transfer listed on your statement or receipt, contact us immediately. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. We will need the following information if you contact us in writing:

• Your name and account number

• A description of the error or the transfer you are unsure about

• An explanation as to why you believe it is an error or why you need more information

• The dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or questions in writing and we do not receive it within 10 business days, we may not credit your account for the error.

ACH & WIRE TRANSFER AGREEMENT

The purpose of this Agreement is to disclose and describe the rules which specifically apply to the electronic transfer of funds by means of wire transfers and Automated Clearing House (ACH) transactions. In particular, you need to understand your liability. The credit union will rely on instructions and information provided by you to make such transfers. If incorrect information is provided, you are liable for any loss of funds or costs associated with correcting errors.

This notice applies to funds transfers as defined in Article 4a of the Uniform Commercial Code, and Subpart B of Regulation J of the Board of Governors of the Federal Reserve System.

The credit union may establish or change cut-off times for the receipt and processing of funds transfer requests, amendments, or cancellations. Unless other times are announced for the various types of funds transfers, the cut-off time will be at 3:00 p.m. Central Time Zone on each weekday that the credit union is open for regular business. Payment orders, cancellations, or amendments received after the cut-off time may be treated as having been received on the next following funds transfer business day and processed accordingly.

The credit union may charge your account for the amount of any funds transfer initiated by you or any person authorized by you as a joint tenant or other authorized party with the right of access to the account from which the funds transfer is to be made.

WIRE TRANSFERS: If you send or receive a wire transfer, Fedwire may be used. Regulation J is the law covering all Fedwire transactions. This means that your rights and liabilities in a wire transfer involving Fedwire will be governed by Federal Reserve Regulation J.

If you give the credit union a wire request which identifies the beneficiary (recipient of funds) by both name and identifying account number, payment may be made by the beneficiary's bank on the basis of the identifying account number, even if that number identifies a person different than the named beneficiary. This means that you will be responsible to the credit union if the funds transfer is completed on the basis of an incorrect identifying account number you provided. If you give the credit union a payment order which identifies an intermediary or beneficiary's bank by both name and identifying number, a receiving bank my rely on that number as the proper identification, even if it identifies a different institution other than the named bank. This means that you will be

responsible for any loss or expenses incurred by a receiving bank which executes or attempts to execute the payment order in reliance on the identifying number you provided.

In providing wire transfer instructions to the credit union, you will provide the name of a bank and its routing number. You will also provide the name of the person to receive the funds and that person's account number. The transfer will be made on the basis of the routing and account numbers. If these numbers are incorrect, they may result in funds being transferred to another bank or another person. If this should happen because of incorrect information you provided, you will be liable for the misdirected funds.

AUTOMATED CLEARING HOUSE (ACH): The credit union may give you credit for Automated Clearing House (ACH) payments before it receives final settlement (posting date or settlement date) of the funds transfer. This feature is not optional and is agreed to implicitly as part of your membership agreement and maintaining an account with Four Points. Any such credit is provisional until the credit union receives final settlement of the payment. This provisional credit may affect the official date the transaction posts to your account and is recorded on your account statement as part of your official account record and may affect dividend calculations and tax related reporting. You are hereby notified that if the credit union does not receive such final settlement, that it is entitled to a refund from you of the amount credited to you in connection with that ACH entry. This means that the credit union may provide you with access to ACH funds before the credit union actually receives the money. However, if the credit union does not receive the money, then it may reverse the entry on your account, and you would be liable to repay the credit union.

ACH transactions are governed by operating rules of the National Automated Clearing House Association. In accordance with these rules, the credit union will not provide you with next day notice of receipt of ACH credit transfers to your account. You will continue to receive notice of receipt of ACH items in the periodic account statements which we provide.

If the credit union becomes obligated under Article 4a of the Uniform Commercial Code to pay interest to you in regard to any misdirected funds, the rate of interest to be paid shall be equal to the dividend rate, on a daily basis, applicable to the account at the credit union to which the funds transfer should have been made or from which the funds transfer was made. The rights and obligations of the Receiver concerning the Entry are governed by and construed in accordance with the laws of the State of Nebraska. Four Points will not provide the receiver with notice of receipt of the Entry unless it has agreed to do so.

ELECTRONIC CHECK CONVERSION: The Credit Union allows electronic check transactions to post to your checking account. You may use information included on your check to initiate a one-time (non-recurring) electronic fund transfer from your account. If you have any questions in regard to this notice, please contact the credit union.

AVAILABILITY OF DEPOSITED FUNDS

The Availability of Deposited Funds disclosure describes credit union policy in regard to when deposited funds are available for withdrawal.

This disclosure of policy applies to transaction accounts. Transaction accounts, in general, are accounts which permit payments to third persons and telephone and pre-authorized transfers to other accounts which accountholders have with Four Points Federal Credit Union. Checking accounts are the most common transaction accounts. No other accounts currently offered by the credit union are defined as transaction accounts.

The credit union’s policy is to normally make funds from member deposits available on the first business day after the deposit is received. At that time, funds will normally be available for withdrawal and to pay checks that have been written on the transaction account. However, the credit union reserves the right, at its sole discretion,

to delay the availability of funds on an individual deposit basis as described in this document and in compliance with current applicable regulations.

Depositors are reminded that even after the credit union has made funds available to depositors, and these funds have been withdrawn, the depositor is still responsible for checks which have been deposited and which are returned to the credit union as unpaid and for any other problems involving the deposit.

For determining the availability of funds deposited, every day is a business day except Sundays, Federal holidays, and other closed holidays observed by the credit union. If deposits are made before the end of the business day that the credit union is open, whether received in person, by payroll deduction, or by mail, the credit union will consider that day to be the day of deposit. If a deposit is made afterwards, or on a day the credit union is not open, the deposit will be considered as having been made on the next business day the credit union is open.

In some cases the credit union, at its sole option, may not make all of the funds that have been deposited available on the day of deposit. If the credit union is not going to make all of the funds from the deposit available on the day of deposit, you will normally be told of the delay at the time the deposit is made, if made in person. You will also be told when the funds will be available. If the deposit is not made directly in person to an employee of the credit union, or if a decision is made to delay availability of funds after you have left the credit union premises, the credit union will provide a notice by phone, mail, or electronic communication. If funds from a deposit will be needed for withdrawal on an immediate basis, you should ask when funds will be available.

In addition, funds deposited by check may, at the sole option of the credit union, be delayed for a longer period under the following circumstances:

• It is believed, for any reason, that a check deposited may not be paid.

• Deposited checks total more than $6,725 in any one day.

• The check is a re-deposited check that has been previously returned unpaid.

• You have overdrawn the account repeatedly during the past six months.

• There is an emergency, such as a failure of communications or computer equipment.

• New accounts.

The credit union will notify depositors if it is decided to delay the ability to withdraw deposited funds for any of these reasons, and the depositor will be told when the funds will be available.

IMPORTANT NOTICE: Items drawn on an institution located outside of the United States may be handled on a collection basis only. Amounts will be credited to your account when the credit union receives final payment. You waive any notice of nonpayment, dishonor, or protest regarding any items received for credit to your account or for collection. If there are questions in regard to this notice, please contact the credit union.

UNLAWFUL INTERNET GAMBLING STATEMENT

Unlawful Internet Gambling is prohibited in conjunction with any membership account and all payment systems relating to accounts such as but not limited to automated clearing house transactions (ACH), card systems, check collection systems, money transmitting business, and wire transfer systems. The credit union will block transactions that are deemed unlawful internet gambling and will not be liable to any party when:

• Preventing or prohibiting the acceptance of its products and services in connection with a restricted transaction

• Refuses to honor a transaction when the transaction is a restricted transaction

• The credit union reasonably believes the transaction to be restricted, or the credit union is a participant in a designated payment system and block or otherwise prevents the transaction in reliance on the policies and procedures of the designated payment system in an effort to comply with Regulation GG.

CONTACT INFORMATION

E-mail

contact@fourpointsfcu.org

Phone numbers

- Local: (402) 431-5180 or Toll-Free: (800) 323-2786
- Member Services Fax: (402) 431-5186
- Debit Card Lost or Stolen: -1-833-933-1681
- Debit Card Activation: 1-866-206-9217
- Debit Card PIN Change: 1-866-206-9217
- Credit Card Lost or Stolen: 1-800-228-4129
- Credit Card Statement Questions: 1-800-228-4129

Hours

Lobby:

L Street: Monday – Friday, 11:00AM – 3:00PM central time.

West Center: Monday – Friday, 8:30AM – 5:00PM central time.

Phone and Electronic Contact: Monday – Friday, 8:30AM – 5:00PM central time.

Addresses

Mailing Address: PO Box 541030 Omaha, NE 68154

Headquarters Physical Address: 12240 L Street, STE 105, Omaha, NE 68137