



959 W. 8th St.
Cincinnati, OH 45203-1203
Phone: (513) 381-2677
Fax: (513) 381-3010

Membership and Account Agreement
Funds Availability Policy Disclosure
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MEMBERSHIP AND ACCOUNT AGREEMENT

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This Agreement covers your rights and responsibilities concerning your accounts and the rights and responsibilities of Cincinnati Ohio Police Federal Credit Union (Credit Union). In this Agreement, the words "you," "your," and "yours" mean anyone who signs an Account Card, Account Change Card, Member Services Request, or any other account opening document (Account Card), or for whom membership and/or service requests are approved through the Credit Union's online application and authentication process. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share or deposit accounts you have with the Credit Union.

Your account type(s) and ownership features are designated by you on your Account Card or through the Credit Union's online application and authentication process. By signing an Account Card or authenticating your request, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any Account Card, Funds Availability Policy Disclosure, Truth-in-Savings Disclosure, Electronic Fund Transfers Agreement and Disclosure, Privacy Disclosure, or Account Receipt accompanying this Agreement, the Credit Union Bylaws or Code of Regulations (Bylaws), Credit Union policies, and any amendments, including additions, deletions, or other changes, made to these documents from time to time that collectively govern your membership, accounts and services.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT - To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, if applicable, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

1. MEMBERSHIP ELIGIBILITY - To join the Credit Union, you must meet the membership requirements, which may include the purchase and maintenance of the minimum required share(s) (hereinafter membership share), paying a membership fee, or other requirement(s) as set forth in the Credit Union's bylaws. You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit and consumer reporting agencies, to verify your eligibility for the accounts, products and services you request and for other accounts, products, or services we may offer you or for which you may qualify.

2. INDIVIDUAL ACCOUNTS - An individual account is an account owned by one member who has qualified for credit union membership. If the account owner dies, the interest passes, subject to applicable law, to the account owner's estate or Payable on Death (POD) beneficiary/payee or trust 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, any security interest or pledge granted by the account owner, and our statutory lien rights.

3. JOINT ACCOUNTS - A joint account is an account owned by two or more persons.
a. Rights of Survivorship. All joint accounts include rights of survivorship. This means that when one owner dies, all sums in the account will pass to the surviving owner(s). A

surviving owner's interest is subject to the Credit Union's 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.

b. Control of Joint Accounts. Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature or authenticated request of any other owner(s). Any owner may withdraw or transfer funds, pledge to us all or any part of the shares, or stop payment on items without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners in order to act.

c. Joint Account Owner Liability. If an item deposited in a joint account is returned unpaid, a joint account is overdrawn, or if we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for any returned item, overdraft, or unpaid amount and for any related fees and charges, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of the indebted owner, including all funds in the joint account, regardless of who contributed the funds.

4. POD/TRUST ACCOUNT DESIGNATIONS - A Payable on Death (POD) account or trust account designation is an instruction to the Credit Union that an individual or joint account so designated is payable to the owner(s) during his, her, or their lifetimes and, when the last account owner dies, is payable to all surviving POD or trust beneficiaries/payees. Unless state law provides for different ownership or as permitted and documented by us, the beneficiaries/payees will own the funds jointly in equal shares without rights of survivorship when there is more than one surviving beneficiary/payee. Any POD or trust beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs). We are not obligated to notify any beneficiary/payee of the existence of any account nor the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law. This paragraph does not apply to an account held on behalf of or in the name of a trust.

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

6. UNIFORM TRANSFERS TO MINORS ACCOUNT - A Uniform Transfers to Minors Account (UTMA) is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The minor to whom the gift is made is the beneficiary of the custodial property in the account. The custodian has possession and control of the account for the exclusive right and benefit of the minor and, barring a court order otherwise, is the only party authorized to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction except as required by applicable law. If the custodian dies, we may suspend the account until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawals. The account will terminate and be distributed in accordance with applicable law.

7. AGENCY DESIGNATION ON AN ACCOUNT - An agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or credit union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent except as required by applicable law.

8. DEPOSIT OF FUNDS REQUIREMENTS - Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with the requirements set forth in the Truth-in-Savings Disclosure. Deposits made by mail, at night depositories, or at unstaffed facilities are not our responsibility until we receive them. We reserve the right to refuse or to return any deposit.

a. Endorsements. We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft, or item that is payable to two or more persons is ambiguous as to whether it is payable to either or

both, we may process the check, draft, or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement, we may require endorsement as set forth on the item. Endorsements must be made on the back of the check or draft within 1½ inches of the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility. If we offer a remote deposit capture service and you have been approved to use the service to make deposits to your account, you agree that, prior to transmitting check or draft images, you will restrictively endorse each original check or draft in accordance with any other agreement with us that governs this service.

b. Collection of Items. We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the loss of an item in transit or the negligence of any correspondent. Each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any midnight deadline limits.

c. Restrictive Legends. Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include "two signatures required," "void after 60 days," and "not valid over \$500.00." We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restriction or limitation.

d. Final Payment. All checks, drafts, automated clearing house (ACH) transfers or other items credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items and impose a returned item fee on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or fund transfer.

e. Direct Deposits. We may offer direct deposit services, including preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits or preauthorized transfers by completing a separate authorization document or process. You must notify us if you wish to cancel or change a direct deposit or preauthorized transfer. Any cancellation or change will become effective once we receive notice from you and have a reasonable period of time to act on your request. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

f. Crediting of Deposits. Deposits will be credited to your account on the day we consider them received as stated in our Funds Availability Policy Disclosure.

9. ACCOUNT ACCESS

a. Authorized Signature. Your signature on the Account Card, or authentication and approval of your account, authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any check or draft that appears to bear your facsimile signature, even if it was made by an unauthorized person. You authorize us to honor transactions initiated by a third person to whom you have given your account information, even if you do not authorize a particular transaction.

b. Access Options. You may access your account(s) in any manner we permit including, for example, in person at one of our branch offices, at an ATM or point-of-sale device, or by mail, telephone, automatic transfer, internet access or mobile application. We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any losses, expenses or fees we incur as a result of handling such a check or draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We may refuse to honor a power of attorney if our refusal is conducted in accordance with applicable state law.

c. Credit Union Examination. We may disregard any information on any check or draft other than the signature of the drawer, the amount of the item, and any magnetic encoding. You agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

10. FUNDS TRANSFERS - Funds transfers we permit that are subject to Article 4A of the Uniform Commercial Code (UCC), such as wire transfers, will be subject to such provisions of the UCC as enacted by the state where the main office of the Credit Union is located, except as otherwise provided in this Agreement. ACH transfers are subject to Nacha Operating Rules. We may execute certain requests for funds transfers by Fedwire which are subject to the Federal Reserve Board's Regulation J.

a. Authorization for Transfers/Debiting of Accounts. You may make or order funds transfers to or from your account. We will debit your account for the amount of a funds transfer from your account and will charge your account for any fees related to the transfer.

b. Right to Refuse to Make Transfers/Limitation of Liability. Unless we agree otherwise in writing, we reserve the right to refuse to execute any payment order to transfer funds to or from your account. We are not obligated to execute any payment order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available balance in your account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control including mechanical, electronic or equipment failure. In addition, we will not be liable for consequential, special, punitive or indirect loss or damage you may incur in connection with funds transfers to or from your account.

c. No Notice Required. We will not provide you with notice when funds transfers are credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received.

d. Interest Payments. If we fail to properly execute a payment order and such action results in a delay in payment to you, we will pay you dividends or interest, whichever applies to your account, for the period of delay as required by applicable law. You agree that the dividend or interest rate paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period.

e. Provisional Credit for ACH Transactions. We may provisionally credit your account for an ACH transfer before we receive final settlement. If we do not receive final settlement, we may reverse the provisional credit or require you to refund us the amount provisionally credited to your account, and the party originating the transfer will not be considered to have paid you.

f. Payment Order Processing and Cut-off Times. Payment orders we accept will be executed within a reasonable time of receipt. Unless we have agreed otherwise in writing, a payment order may not necessarily be executed on the date it is received or on a particular date you specify. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments. Funds transfers, payment orders, cancellations, and amendments received after a cut-off time may be treated as having been received on the next funds transfer business day. Information about any cut-off times is available upon request. From time to time, we may need to temporarily suspend processing of a transaction for greater scrutiny or verification in accordance with applicable law. This action may affect settlement or availability of the transaction.

g. Identifying Information. If your payment order identifies the recipient and any financial institution by name and account or other identifying number, the Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or other identifying number, even if the number identifies a different person or financial institution.

h. Amendments and Cancellations of Payment Orders. Any account owner may amend or cancel a payment order regardless of whether that person initiated the order. We may refuse requests to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order.

i. Security Procedures. We may require you to follow a security procedure to execute, amend or cancel a payment order so that we may verify the authenticity of the order, amendment or cancellation. You agree that the security procedure established by separate agreement between you and the Credit Union is commercially reasonable. If you refuse to follow a commercially reasonable security procedure that we offer, you agree to be bound by any payment order, whether authorized or not, that is issued in your name and accepted by us in good faith in accordance with the security procedure you choose.

j. Duty to Report Unauthorized or Erroneous Funds Transfers. You must exercise ordinary care to identify and report unauthorized or erroneous funds transfers on your account. You agree that you will review your account(s) and periodic statement(s). You

further agree you will notify us of any unauthorized or erroneous transfers within the time frames described in the "Statements" section of this Agreement.

k. Recording Telephone Requests. You agree that we may record payment order, amendment and cancellation requests as permitted by applicable law.

l. Remittance Transfers. A "remittance transfer" is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. If we act as a remittance transfer provider and conduct a remittance transfer(s) on your behalf, the transaction(s) will be governed by 12 C.F.R. part 1005, subpart B - Requirements for remittance transfers. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

11. ACCOUNT RATES AND FEES - We pay account earnings and assess fees against your account as set forth in the Truth-in-Savings Disclosure and Schedule of Fees and Charges. We may change the Truth-in-Savings Disclosure or Schedule of Fees and Charges at any time and will notify you as required by law.

12. TRANSACTION LIMITATIONS

a. Withdrawal Restrictions. We will pay checks or drafts, permit withdrawals, and make transfers from the available balance in your account. The availability of funds in your account may be delayed as described in our Funds Availability Policy Disclosure. We may also pay checks or drafts, permit withdrawals, and make transfers when you have an insufficient available balance in your account if you have established an overdraft protection plan or, if you do not have such a plan with us, in accordance with our overdraft payment policy.

We may refuse to allow a withdrawal in some situations and will advise you accordingly if, for example: (1) there is a dispute between account 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 deem it necessary for any other reason allowed by applicable law. We may require you to give written notice of 7 to 60 days before any intended withdrawals.

b. Transfer Limitations. We may limit the dollar amount or the number of transfers from your account. Please consult your Truth-in-Savings Disclosure or your Electronic Fund Transfers Agreement and Disclosure.

13. CERTIFICATE ACCOUNTS - Any term share, share certificate, time deposit or certificate of deposit account (certificate account), whichever we offer as allowed by applicable federal or state law, is subject to the terms of this Agreement, the Truth-in-Savings Disclosure, the Account Receipt for each account, and any other documents we provide for the account, the terms of which are incorporated herein by reference.

14. OVERDRAFTS

a. Payment of Overdrafts. If, on any day, the available balance in your share or deposit account is not sufficient to pay the full amount of a check, draft, transaction, or other item, plus any applicable fee, that is posted to your account, we may return the item or pay it, as described below. The Credit Union's determination of an insufficient available account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the account required. We do not have to notify you if your account does not have a sufficient available balance in order to pay an item. Your account may be subject to a fee for each item regardless of whether we pay or return the item.

If we offer standard overdraft services, this service allows us to authorize payment for the following types of transactions regardless of whether your share or deposit account has sufficient funds: (1) share drafts/checks and other transactions made using your checking account, except as otherwise described below; (2) automatic bill payments; (3) and ACH transactions. For ATM and one-time debit card transactions, you must affirmatively consent to such coverage. Without your consent, the Credit Union may not authorize and pay an ATM or one-time debit card transaction that will result in insufficient funds in your account. If you have established a service linking your share or deposit account with other individual or joint accounts, you authorize us to transfer funds from another account of yours to cover an insufficient item, including transfers from a share or deposit account, an overdraft line-of-credit account, or other account you so designate. Services and fees for these transactions are shown in the document the Credit Union uses to capture your affirmative consent and the Schedule of Fees and Charges.

Except as otherwise agreed in writing, if we exercise our right to use our discretion to pay such items that result in an insufficiency of funds in your account, we do not agree to pay them in the future and may discontinue coverage at any time without notice. If we pay these items or impose a fee that results in insufficient funds in your account, you agree to pay the insufficient amount, including the fee assessed by us, in accordance with our standard overdraft services or any other service you may have authorized with

us or, if you do not have such protections with us, in accordance with any overdraft payment policy we have, as applicable.

b. How Transactions are Posted to Your Account. Basically, there are two types of transactions that affect your account: credits (deposits of money into your account) and debits (payments out of your account). It is important to understand how each is applied to your account so that you know how much money you have and how much is available to you at any given time. This section explains generally how and when we post transactions to your account.

Credits. Deposits are generally added to your account when we receive them. However, in some cases when you deposit a check, the full amount of the deposit may not be available to you at the time of deposit. Please refer to the Funds Availability Policy Disclosure for details regarding the timing and availability of funds from deposits.

Debits. There are several types of debit transactions. Common debit transactions are generally described below. Keep in mind that there are many ways transactions are presented for payment by merchants, and we are not necessarily in control of when transactions are received.

- Checks. When you write a check, it is processed through the Federal Reserve system. We receive data files of cashed checks from the Federal Reserve each day. The checks drawn on your account are compiled from these data files and paid each day. We process the payments from lowest denomination to highest.

- ACH Payments. We receive data files every day from the Federal Reserve with Automated Clearing House (ACH) transactions. These include, for example, automatic bill payments you have authorized. ACH transactions for your account are posted throughout the day in order of receipt.

- PIN-Based Debit Card Purchase Transactions. These are purchase transactions using your debit card for which a merchant may require you to enter your personal identification number (PIN) at the time of sale. They are processed through a PIN debit network. These transactions are similar to ATM withdrawal transactions because the money is usually deducted from your account immediately at the time of the transaction. However, depending on the merchant, a PIN-based transaction may not be immediately presented for payment.

- Signature-Based Debit Card Purchase Transactions. These are purchase transactions using your debit card that are processed through a signature-based network. Rather than entering a PIN, you typically sign for the purchase; however, merchants may not require your signature for certain transactions. Merchants may seek authorization for these types of transactions. The authorization request places a hold on funds in your account when the authorization is completed. This is referred to as an "authorization hold". An authorization hold will reduce your available balance by the amount authorized but will not affect your actual balance. The transaction is subsequently processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after the transaction, depending on the merchant and its payment processor. These payment requests are received in real time throughout the day and are posted to your account when they are received.

The amount of an authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when you present your card for payment. For example, if you use your debit card at a restaurant, a hold will be placed in an amount equal to the bill presented to you; but when the transaction posts, it will include any tip that you may have added to the bill. The amount of an authorization hold may also differ from the final transaction amount when you present your debit card for payment at gas stations, hotels and certain other retail establishments. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.

For debit card transactions involving merchant authorization holds, there may be a delay between the hold being applied and the transaction posting to your account. During the delay, intervening transactions may impact the available balance in your account. If your available balance is insufficient to cover the amount of the merchant's authorization request, we will decline the request. If your available balance is sufficient to cover the merchant's authorization request, the request will be approved, and an authorization hold in the amount of the request will be placed on your account. When the hold ends, the held funds will be released and added back to your available balance. The merchant will process the transaction and submit it to us for payment. If your account is overdrawn after any held funds are added back to your account's available balance and the transaction settles and is posted to your account (i.e., posting the transaction results in an available balance of less than \$0), we will not charge you a fee for overdrawing your account since the available balance in your account was sufficient to cover the transaction at the time it was authorized.

The following example illustrates how this works:

Assume your actual and available balances are both \$40, and you use your debit card at a restaurant to pay your bill totaling \$30. If the restaurant requests authorization in the amount of \$30, an authorization hold is placed on \$30 in your account. Your

available balance is only \$10, but the actual balance remains \$40. Before the restaurant charge is sent to us for payment, a check that you wrote for \$40 is presented for payment. Because your available balance is only \$10 due to the \$30 authorization hold, your account will be overdrawn by \$30 when the check transaction is posted to your account even though your actual balance is \$40. In this example, if we pay the \$40 check in accordance with our standard overdraft services, we will charge you a fee for overdrawing your account as disclosed in the Schedule of Fees and Charges. The fee will also be deducted from your account, further increasing the overdrawn amount. In addition, when the restaurant charge is finally submitted to us for payment, we will release the authorization hold and pay the transaction amount to the restaurant. The transaction amount may be \$30 or a different amount (for example, if you added a tip). Even though the amount of the restaurant charge exceeds your available balance at the time the charge is settled (i.e., at the time the merchant or its financial institution requests payment or the transaction posts to your account), we will not charge you a fee for overdrawing your account since you had a sufficient available balance in your account at the time the restaurant charge was authorized and approved.

This is a general description of certain types of transactions. These practices may change, and we reserve the right to pay items in any order we choose as permitted by law.

c. Understanding Your Account Balance. Your checking account has two kinds of balances: the actual balance and the available balance. Your actual balance reflects the full amount of all deposits to your account as well as payment transactions that have been posted to your account. It does not reflect checks you have written and are still outstanding or transactions that have been authorized but are still pending. Your periodic statement reflects your actual balance. Your available balance is the amount of money in your account that is available for you to use. Your available balance is your actual balance less: (1) holds placed on deposits; (2) holds on debit card or other transactions that have been authorized but are not yet posted; and (3) any other holds, such as holds related to pledges of account funds and minimum balance requirements or to comply with court orders. We use your available balance to determine whether there are sufficient funds in your account to pay items, including checks and drafts, as well as ACH, debit card and other electronic transactions. Because holds and pending transactions reduce your available balance, they may cause you to overdraw your account and incur overdraft fees. Since your periodic statement reflects your actual balance, it may not include information about holds and pending transactions. However, overdraft fees you incur as a result of holds and pending transactions will be reflected on your periodic statement because fees do impact your actual balance.

The following example illustrates the differences between these two balances. Assume your actual balance is \$50 and your available balance is also \$50. You then go to the gas station, and you use your debit card to buy gas for \$20. When that happens, the gas station (i.e., the merchant) requests us to guarantee or authorize the payment. In that case, we will reduce your available balance by the amount of the authorization hold, which is \$20. Your actual balance would still be \$50 because this transaction has not yet posted to your account (i.e., the transaction has not been completed), but your available balance would be \$30 because you have a commitment to pay the merchant \$20. When the merchant submits its request for payment (which could be several days later), your actual balance will be reduced by the amount of the posted transaction (in this example, \$20). At that time, both your actual and available balance are \$30 assuming no other transactions have posted to your account.

You may check your actual and available balances online at www.copfcu.com, at an ATM, by visiting a credit union branch or by calling us at 800810-0221.

15. POSTDATED AND STALEDATED CHECKS OR DRAFTS - You agree not to issue any check or draft that is payable on a future date (postdated). If you do draw or issue a check or draft that is postdated and we pay it before that date, you agree that we shall have no liability to you for such payment. You agree not to deposit checks, drafts, or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account that is presented more than six months past its date; however, if the check or draft is paid against your account, we will have no liability for such payment.

16. STOP PAYMENT ORDERS

a. Stop Payment Order Request. Any owner may request a stop payment order on a check or draft drawn on the owner's account. To be binding, the order must accurately describe the check or draft, including the exact account number, check or draft number, and amount of the check or draft. This exact information is necessary for the Credit Union to identify the check or draft. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it. If we recredit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or other holders of the check or draft, and to assist us in any legal action. Fees for stop payment orders are set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges.

b. Duration of Order. You may make an oral stop payment order which will lapse within 14 calendar days unless you confirm it in writing, or in a record if allowed by applicable law, within that time. A written stop payment order is effective for six months and may be renewed for additional sixmonth periods by submitting a renewal request in writing, or in a record if allowed by applicable law, before the stop payment order then in effect expires. We do not have to notify you when a stop payment order expires.

c. Liability. Although payment of a check or draft may be stopped, you may remain liable to any holder of the check or draft, including us. You have the burden of establishing the fact and amount of loss resulting from the payment of a check or draft contrary to a binding stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees and all damages or claims related to our refusal to pay a check or draft, as well as claims of any joint account owner or of any payee or endorsee for failing to stop payment of a check or draft as a result of incorrect information provided by you.

d. Items Subject to Other Rules. For cashier's checks, teller's checks, or certified checks that have been lost, destroyed, or stolen, refer to provisions elsewhere in this Agreement which describe the claims process for recovering the amount of such a check. For preauthorized debit transactions, which are governed by Regulation E, refer to the Electronic Fund Transfers Agreement and Disclosure for rules regarding stop payments on such transactions.

17. LOST, DESTROYED, OR STOLEN CASHIER'S CHECKS, TELLER'S CHECKS, OR CERTIFIED CHECKS - Generally, you cannot place a stop payment on a cashier's check, teller's check, or certified check that has been lost, destroyed, or stolen because the law treats these types of checks differently than ordinary checks. However, you may be able to assert a claim for the amount of the check. Article 3 of the UCC as adopted by the state in which we are located controls your and our rights and obligations with respect to these types of checks. Please contact us regarding the specific procedures for submitting a claim for a lost, destroyed, or stolen cashier's check, teller's check, or certified check.

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

19. CHECKS OR DRAFTS PRESENTED FOR PAYMENT IN PERSON - 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. If we agree to cash a check or draft that is presented for payment in person, we may require the presenter to pay a fee. Any applicable check or draft cashing fees are stated in the Schedule of Fees and Charges.

20. REMOTELY CREATED CHECKS OR DRAFTS - For purposes of this paragraph, "account" means a transaction account, credit account, or any other account on which checks or drafts may be drawn. A remotely created check or draft is a check or draft created by someone other than the person on whose account the check or draft is drawn. A remotely created check or draft is generally created by a third-party payee as authorized by the owner of the account on which the check or draft is drawn. Authorization is usually made over the telephone or through online communication. The owner of the account does not sign a remotely created check or draft. In place of the owner's signature, the remotely created check or draft usually bears a statement that the owner authorized the check or draft or bears the owner's printed or typed name. If you authorize a third party to draw a remotely created check or draft against your account, you may not later revoke or change your authorization. It is your responsibility to resolve any authorization issues directly with the third party. We are not required to credit your account and may charge against your account any remotely created check or draft for which the third party has proof of your authorization.

21. PLEDGE, RIGHT OF OFFSET AND STATUTORY LIEN - Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the

future. If you pledge a specific dollar amount in your account(s) for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. You agree we have the right to offset funds in any of your accounts against the obligation owed to us. Federal or state law (depending upon whether we have a federal or state charter) gives us a lien on all shares and dividends and all deposits and interest, if any, in accounts you have with us now and in the future. Except as limited by federal or state law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you.

Your pledge and our statutory lien rights will allow us to apply the funds in your account(s) to what you owe when you are in default, except as limited by federal or state law. If we do not apply or offset the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply or offset the funds in your account(s) to the amount you owe us at a later time. The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under federal or state law if given as security. By not enforcing our right to apply or offset funds in your account(s) to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

22. 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, as permitted by law. 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.

23. ACCOUNT INFORMATION - Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure complies with the law or a government agency or court order; or (4) you give us written permission.

24. NOTICES

a. Name or Address Changes. You are responsible for notifying us of any name or address change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We may require all name and address changes to be provided in writing. If we attempt to locate you, we may impose a service fee as set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges.

b. Notice of Amendments. Except as prohibited by applicable law, we may amend this Agreement by adding, removing, or changing terms at any time. We will notify you, in a manner we deem appropriate under the circumstances, of any changes in terms, rates or fees as required by law. We reserve the right to waive any terms of this Agreement. Any such waiver shall not affect our right to future enforcement.

c. Effect of Notice. Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is provided electronically or is deposited in the U.S. mail, postage prepaid and addressed to you at your statement mailing address, and will be effective whether or not received by you. Notice to any account owner is considered notice to all account owners.

d. Electronic Notices. If you have agreed to receive notices electronically, we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.

e. e-Statements. In an effort to provide **added security** for our membership and to be **environmentally responsible**, Cincinnati Police Federal Credit Union's standard statement delivery option is now through electronic statements or e-Statements.

e-Statements are accessed through our secure Online Banking system. You must have an e-mail address to sign up for and receive e-Statements.

If you opt to receive paper statements through the mail, you may be charged a monthly service fee for the paper statements. Please see the Schedule of Fees for details.

25. TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING - You agree that we may withhold taxes from any dividends or interest earned on your account as required by federal, state or local law or regulations. 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, interest, and certain other payments. If you fail to provide your TIN within a reasonable time, we may suspend

opening your account or close your account and return the balance to you, less any applicable service fees.

26. STATEMENTS

a. Contents. If we provide a periodic statement for your account, you will receive a periodic statement that shows the 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 joint accounts. For share draft or checking accounts, you understand and agree that your original check or draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies of the check or draft may be retained by us or by payable-through financial institutions and may be made available upon your request. You understand and agree that statements are made available to you on the date they are mailed to you or, if you have requested, on the date they are made available to you electronically. You also understand and agree that checks, drafts, or copies thereof are made available to you on the date the statement is mailed to you or is provided to you electronically, even if the checks or drafts do not accompany the statement.

b. Examination. You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report any irregularities such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies that are reflected on your statement within 33 days of the date we sent or otherwise provided the statement to you, we will not be responsible for your loss. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of facsimile signature equipment.

Unauthorized electronic fund transfers governed by Regulation E are subject to different reporting periods. Please refer to the Electronic Fund Transfers Agreement and Disclosure for reporting requirements pertaining to electronic fund transfers.

c. Notice to Credit Union. You agree that the Credit Union's retention of checks or drafts 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, and 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 notifying us of any errors. If you fail to receive a periodic statement, you agree to notify us within 14 days of the time you regularly receive a statement.

d. Address. If we mail you a statement, we will send it to the last known address shown in our records. If you have requested to receive your statement electronically, we will send the statement or notice of statement availability to the last email address shown in our records.

27. INACTIVE ACCOUNTS - As allowed by applicable law, we may classify your account as inactive or dormant and assess a fee if you have not made any transactions in your account over a specified period of time. The period of inactivity, the fee for servicing an inactive or dormant account, and the minimum balance required to avoid the service fee, if any, are set forth in our Schedule of Fees and Charges. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable or reserve account 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 then be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with 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.

28. SPECIAL ACCOUNT INSTRUCTIONS - You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. We may require that account changes requested by you, or any account owner, such as adding or closing an account or service, be evidenced by a signed Account Change Card, Member Services Request, or other document which evidences a change to an account and accepted by us.

29. TERMINATION OF ACCOUNT - We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if, for example: (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 or drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by

an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; (7) we reasonably deem it necessary to prevent a loss to us; or (8) as otherwise permitted by law. You may terminate an individual account by giving written notice. We reserve the right to require the consent of all owners to terminate a joint account. We are not responsible for payment of any check, draft, withdrawal, transaction, or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us.

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

31. DEATH OR INCOMPETENCE - We may honor all transfer orders, withdrawals, deposits, and other transactions on an account until we know of a member's death or adjudication of incompetence. Even with such knowledge, we may continue to pay checks or drafts drawn on the deceased member's account for a period of ten days after the member's death unless we receive instructions from any person claiming an interest in the account to stop payment on the checks or drafts. To the extent permitted by law, we may require anyone claiming funds from a deceased owner's account to indemnify us for any losses we sustain if we honor that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.

32. UNLAWFUL INTERNET GAMBLING AND OTHER ILLEGAL ACTIVITIES - You agree that you are not engaged in unlawful internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful internet gambling or other illegal activities.

33. SEVERABILITY - If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

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

35. GOVERNING LAW - This Agreement is governed by the following, as amended from time to time: the Credit Union's bylaws; local clearing house and other payment system rules; federal laws and regulations, including applicable principles of contract law; and the laws and regulations of the state of Ohio. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located.

36. CLASS ACTION WAIVER - No member or accountholder may maintain or pursue against the Credit Union a class action, class-wide arbitration, or private attorney general action. Nor shall any class action, class-wide arbitration, or private attorney general action be pursued by a member against the Credit Union in any arbitration or in any court proceedings, regardless of when the claim or cause of action arose or accrued, or when the allegations or facts underlying the claim or cause of action occurred.

37. NEGATIVE INFORMATION NOTICE - We may report information about your loan, share, or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

38. MONITORING AND RECORDING COMMUNICATIONS - We may monitor and record communications between you and us, including telephone conversations, electronic messages, electronic records, or other data transmissions that affect your accounts or other products and services. Except as otherwise prohibited by applicable law, you agree we may monitor and record such communications without your approval or further notice to you.

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

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

40. CONSENT TO CONTACT - By signing or otherwise authenticating an Account Card, you agree we and/or our third-party providers, including debt collectors, may contact you by telephone call, text message, or voicemail transmission at any telephone number associated with your account, including wireless telephone numbers (i.e., cell phone numbers) which could result in charges to you, in order to service your account or collect any amounts owed to us, excluding any contacts for advertising and telemarketing purposes as prescribed by law. You further agree methods of contact may include use of pre-recorded or artificial voice messages, and/or use of an automatic dialing device. You may withdraw the consent to be contacted on your wireless telephone number(s) at any time by providing written notice to us at 959 W. 8th Street Cincinnati OH 45203, via phone at 513-381-2677 or by any other reasonable means. If you have provided a wireless telephone number(s) on or in connection with any account, you represent and agree you are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and have the authority to give this consent. Furthermore, you agree to notify us of any change to the wireless telephone number(s) which you have provided to us.

In order to help mitigate harm to you and your account, we may contact you on any telephone number associated with your account, including a wireless telephone number (i.e., cell phone number), to deliver to you any messages related to suspected or actual fraudulent activity on your account, data security breaches or identity theft following a data breach, money transfers or any other exigent messages permitted by applicable law. These contacts will not contain any telemarketing, cross-marketing, solicitation, advertising, or debt collection message of any kind. If we contact you via text message for the purpose of delivering informational alerts and quality of service surveys, they will be concise and limited in frequency as required by law. You also have the option to opt in to receive marketing text messages. You will have an opportunity to opt-out of such communications at the time of delivery. Please reference the Text SMS Messaging Terms & Conditions Policy.

41. Binding Arbitration and Class Action Waiver

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

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

Agreement to Arbitrate Disputes. Either you or we may elect, without the other's consent, to require that any and all disputes between us arising out of, affecting or relating in any way to your accounts, the products or services related to your accounts or any aspect of your relationship with us be resolved through binding arbitration, except for those disputes specifically excluded below.

No Class Action or Joinder of Parties. YOU ACKNOWLEDGE THAT YOU AND WE AGREE THAT NO CLASS ACTION, CLASS-WIDE ARBITRATION, OR PRIVATE ATTORNEY GENERAL ACTION, MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED.

Disputes Covered by Arbitration. YOU ACKNOWLEDGE THAT IN ARBITRATION THERE WILL BE NO RIGHT TO A JURY TRIAL. Unless otherwise provided herein, any claim or dispute relating to or arising out of your accounts or the services related to your accounts or our relationship will be subject to arbitration, regardless of whether that dispute or the facts underlying or giving rise to that dispute arose before or after your receipt of this notice. Disputes include claims made as part of a class action, private attorney general or other representative action, it being expressly understood

and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis and the arbitrator may award relief only on an individual (non-class, nonrepresentative) basis. Disputes also include claims relating to this arbitration agreement's enforceability, validity, scope or interpretation. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration agreement provision in the broadest way the law will allow it to be enforced.

All disputes are subject to arbitration, no matter what legal theory they are based on, or what remedy (damages, or injunctive or declaratory relief) they seek. Disputes include any unresolved claims concerning any services related in any way to your accounts. Disputes include not only claims made directly by you, but also made by anyone connected with you or claiming through you, such as a joint account holder, account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Disputes include not only claims that relate directly to the Credit Union, but also to its parent, affiliates, successors, assignees, employees, and agents, and claims for which we may be directly or indirectly liable, even if we are not properly named at the time the claim is made. Disputes include claims based on any theory of law, contract, statute, regulation, tort (including fraud or any intentional tort), or any other legal or equitable grounds, and include claims asserted as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and claims made independently or with other claims. If a party initiates a proceeding in court regarding a claim or dispute which is included under this Resolution of Disputes by Arbitration provision, the other party may elect to proceed in arbitration pursuant to this arbitration agreement.

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

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

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

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

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

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

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

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

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

If you initiate the arbitration, you must notify us in writing at:

Cincinnati Ohio Police Federal Credit Union
959 W. 8th Street
Cincinnati, OH 45203-1203

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

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

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

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

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

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

Governing Law. You and we agree that our relationship includes transactions involving interstate commerce and that this arbitration agreement is governed by, and

enforceable under, the Federal Arbitration Act in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the nature or origin of the claim. To the extent state law is applicable, the laws of the State of Ohio shall apply.

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

Right to Reject this Arbitration Agreement. You have the right to opt out of this agreement to arbitrate if you opt out within 30 days after you have opened or joined your first account with us, either as a member or as a joint accountholder. However, if we sent or offered you this or any version of an agreement to arbitrate for the first time after your first account was opened, you must opt out within 30 days after we sent our notice and the agreement. To opt-out, send us written notice as follows: (i) your written notice must include your name, as listed on your account, your account number, and a statement that you reject this agreement to arbitrate; and (ii) you must send your written notice to us at the following address:

Cincinnati Ohio Police Federal Credit Union, 959 W. 8th Street, Cincinnati, OH 45203-1203.

FUNDS AVAILABILITY POLICY DISCLOSURE

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This disclosure describes your ability to withdraw funds at Cincinnati Ohio Police Federal Credit Union. It only applies to the availability of funds in your transaction accounts (e.g., checking accounts). We reserve the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those outlined in this disclosure. Please ask us if you have a question about which accounts are affected by our availability policy.

For purposes of this disclosure, the terms "you" or "your" mean the member, and the terms "our," "we," or "us" mean Cincinnati Ohio Police Federal Credit Union. The term "check" means check or share draft, as applicable.

1. YOUR ABILITY TO WITHDRAW FUNDS – Our policy is to make funds from your cash and check deposits available to you on the same business day that we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash, and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays.

If you make a deposit before 2:00 p.m. 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 our cutoff hour or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

2. 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 that we receive your deposit. Depending on the type of check you deposit, funds may not be available until the second business day after the day of your deposit. The first \$275.00 of your deposits, however, may be available on the first business day after the day of your deposit. If 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 you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will send you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$6,725.00 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

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

3. HOLDS ON OTHER FUNDS FOR CHECK CASHING – 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.

4. HOLDS ON OTHER FUNDS IN ANOTHER ACCOUNT – If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

5. DEPOSITS AT NONPROPRIETARY AUTOMATED TELLER MACHINES (ATMs) – Funds from any deposits (cash or checks) made at ATMs we do not own or operate will not be available until the fifth business day after the day of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE

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This Electronic Fund Transfers Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by Cincinnati Ohio Police Federal Credit Union ("Credit Union"). In this Agreement, the words "you," "your," and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one (1) or more savings and checking accounts you have with the Credit Union. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application or account card for EFT services, signing your 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 EFT services offered. Furthermore, electronic fund transfers that meet the definition of remittance transfers are governed by 12 C.F.R. part 1005, subpart B—Requirements for remittance transfers, and consequently, terms of this agreement may vary for those types of transactions. A "remittance transfer" is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

1. EFT SERVICES — If approved, you may conduct any one (1) or more of the EFT services offered by the Credit Union.

a. Mastercard ATM Card. If approved, you may use your card and personal identification number (PIN) in automated teller machines (ATMs) of the Credit Union, Pulse, Cirrus®, and Jeannie networks, and such other machines or facilities as the Credit Union may designate. For ATM transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for ATM overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

At the present time, you may use your card to:

- Make deposits to your savings and checking accounts.
- Withdraw funds from your savings and checking accounts.
- Transfer funds from your savings and checking accounts.
- Obtain balance information for your savings and checking accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at POS terminals that carry Pulse, Cirrus®, and Jeannie network logo(s).

The following limitations on MasterMoney ATM Card transactions may apply:

- There is no limit on the number of cash withdrawals you may make in any one (1) day.
- You may withdraw up to a maximum of \$1,000.00 in any one (1) day, if there are sufficient funds in your account.
- There is no limit on the number of POS transactions you may make in any one (1) day.

- You may purchase up to a maximum of \$1,500.00 from POS terminals per day, if there are sufficient funds in your account.
- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- You may transfer up to the available balance in your accounts at the time of the transfer. - See Section 2 for transfer limitations that may apply to these transactions.

Because of the servicing schedule and processing time required in ATM operations, there may be a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal.

b. Mastercard Debit Card. If approved, you may use your Mastercard® card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of online gambling transaction. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your checking account. For ATM and one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your card and personal identification number (PIN) in ATMs of the Credit Union, Pulse and Cirrus networks, and such other machines or facilities as the Credit Union may designate.

At the present time, you may also use your card to:

- Make deposits to your savings and checking accounts.
- Withdraw funds from your savings and checking accounts.
- Transfer funds from your savings and checking accounts.
- Obtain balance information for your savings and checking accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Mastercard.
- Order goods or services online or by mail or telephone from places that accept Mastercard.

The following limitations on MasterMoney Debit Card transactions may apply:

- There is no limit to the number of cash withdrawals you may make in any one (1) day from an ATM machine.
- You may withdraw up to a maximum of \$1,000.00 in any one (1) day from an ATM machine, if there are sufficient funds in your account.
- There is no limit on the number of POS transactions you may make in any one (1) day.
- You may purchase up to a maximum of \$1,500.00 from POS terminals per day, if there are sufficient funds in your account.
- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

Card Information Updates and Authorizations. If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card.

Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us.

c. HSA Debit Card. If you will be using your Mastercard® debit card to access a Health Savings Account (HSA), portions of this Agreement governed by Regulation E will not apply. A HSA account is defined by the IRS as a trust account, and therefore is not covered under Regulation E. But portions of this Agreement, such as Mastercard zero liability provisions for unauthorized use for example, do apply. Funds to cover your card purchases will be deducted from your checking account. You may use your card and personal identification number (PIN) in ATMs of the Credit Union, Pulse and Cirrus networks, and such other machines or facilities as the Credit Union may designate.

At the present time, you may also use your card to:

- Withdraw funds from your HSA checking accounts.
- Obtain balance information for your HSA checking accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Mastercard.
- Order goods or services online or by mail or telephone from places that accept Mastercard.

The following limitations on HSA Debit Card transactions may apply:

- There is no limit to the number of cash withdrawals you may make in any one (1) day from an ATM machine.
- You may withdraw up to a maximum of \$1,000.00 in any one (1) day from an ATM machine, if there are sufficient funds in your account.
- There is no limit on the number of POS transactions you may make in any one (1) day.
- You may purchase up to a maximum of \$2,000.00 from POS terminals per day, if there are sufficient funds in your account.
- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- See Section 2 for transfer limitations that may apply to these transactions.

Card Information Updates and Authorizations. If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card.

Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us.

d. Audio Response. If we approve Audio Response for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts. At the present time, you may use Audio Response to:

- Transfer funds from your savings, checking, and money market accounts.
- Make loan payments from your savings, checking, and money market accounts.
- Determine if a particular item has cleared.
- Verify the last date and amount of your payroll deposit.

Your accounts can be accessed under Audio Response via a touch-tone telephone only. Audio Response service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing.

The following limitations on Audio Response transactions may apply:

- There is no limit to the number of inquiries, transfers or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each telephone call.

e. Preauthorized EFTs.

- **Direct Deposit.** Upon instruction of (i) your employer, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your savings, checking, and/or money market account.
- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your savings and/or checking account.
- See Section 2 for transfer limitations that may apply to these transactions.
- **Stop Payment Rights.** 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.
- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

f. Electronic Check Conversion/Electronic Returned Check Fees. If you pay for purchases or bills with a check or draft, you may authorize your check or draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic fund transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

g. Online Banking. If Online Banking is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use Online Banking to:

- Withdraw funds from your savings, checking, and money market accounts.
- Transfer funds from your savings, checking, and money market accounts.
- Obtain balance information for your savings, checking, loan, and money market accounts.
- Make loan payments from your savings, checking, and money market accounts.
- Determine if a particular item has cleared.
- Verify the last date and amount of your payroll deposit.
- View transaction history on your savings, checking, money market, and loan accounts.

Your accounts can be accessed under Online Banking via personal computer. Online Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Online Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

h. Mobile Banking. If Mobile Banking is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use Mobile Banking to:

- Deposit checks to your savings and checking accounts.
- Withdraw funds from your savings, checking, and money market accounts.
- Transfer funds from your savings, checking, and money market accounts.
- Obtain balance information for your savings, checking, and money market accounts.

- Make loan payments from your savings, checking, and money market accounts.
- Determine if a particular item has cleared.
- Verify the last date and amount of your payroll deposit.

Your accounts can be accessed under Mobile Banking via mobile device or other approved access device(s). Mobile Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Mobile Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

i. Bill Pay. We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete.

We will withdraw the designated funds from your checking account for bill payment transfer by the designated cutoff time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you schedule for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

The following limitations on Bill Pay transactions may apply:

- There is no limit on the number of bill payments per day.
- The maximum amount of bill payments each day is determined on a case-by-case basis.

2. TRANSFER LIMITATIONS — For all savings accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic, or Internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed.

3. CONDITIONS OF EFT SERVICES —

a. Ownership of Cards. Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person.

b. Honoring the Card. Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

c. Foreign Transactions.

Mastercard. Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate used to convert foreign currency transactions to U.S. dollars is based on rates observed in the wholesale market or government-mandated rates, where applicable. The currency conversion rate Mastercard uses for a particular transaction is the rate for the applicable currency on the date the transaction occurs. However, in limited situations, particularly where transaction submissions to Mastercard for processing are delayed, the currency conversion rate Mastercard uses may be the rate for the applicable currency on the date the transaction is processed.

A fee of up to 1.00% will be charged on all foreign transactions. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States. All fees are calculated based on the transaction amount after it is converted to U.S. dollars and are charged except where excluded. Transactions completed by merchants outside of the United States are considered foreign transactions, regardless of whether you are located inside or outside the United States at the time of the transaction.

d. Security of Access Code. You may use one (1) or more access codes with your electronic fund transfers. The access codes issued to you are for your security purposes. Any access codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access

codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

e. Joint Accounts. If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any savings and checking or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

4. FEES AND CHARGES — We assess certain fees and charges for EFT services. For a current listing of all applicable fees and charges, see our current Schedule of Fees and Charges that was provided to you at the time you applied for or requested these EFT services. From time to time, the fees and charges may be changed, and we will notify you as required by applicable law.

Additionally, if you use an ATM not operated by us, you may be charged a fee(s) by the ATM operator and by any international, 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 funds transfer). The ATM fee(s), or surcharge(s), will be debited from your account if you elect to complete the transaction and/or continue with the balance inquiry.

You understand and agree that we and/or the ATM operator may charge you multiple fees for multiple transactions during the same ATM session (for example, fees for both a balance inquiry and a cash withdrawal).

5. MEMBER LIABILITY — You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, TELL US AT ONCE if you believe your card and/or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your permission, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line-of-credit).

You are not liable for an unauthorized Mastercard debit card transaction if you can demonstrate that you have exercised reasonable care in protecting your card or access code from loss or theft and, upon discovering the loss or theft, you promptly report the loss or theft to us.

For all other EFT transactions involving access devices, your liability for unauthorized transactions is determined as follows. If you tell us within two (2) business days after you learn of the loss or theft of your card or access code, you can lose no more than \$50.00 if someone used your card or access code 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 access code and we can prove that we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make including those made by card, access code or other means, TELL US AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

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

(513) 381-2677
(833)933-1681 (lost/stolen)

or write to:

Cincinnati Ohio Police Federal Credit Union
959 West Eighth Street
Cincinnati, OH 45203
Fax: (513)381-3010

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

6. RIGHT TO RECEIVE DOCUMENTATION —

a. Periodic Statements. Transfers and withdrawals made through any ATM or POS terminal, debit card transactions, HSA debit card transactions, audio response transactions, preauthorized EFTs, online/PC transactions, mobile access device transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

b. Terminal Receipt. You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.

c. Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling (513) 381-2677. This does not apply to transactions occurring outside the United States.

7. ACCOUNT INFORMATION DISCLOSURE — We will disclose information to third parties about your account or the transfers you make: -

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- If your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with government agency or court orders; or - If you give us your written permission.

8. BUSINESS DAYS — Our business days are Monday through Saturday, excluding holidays.

9. CREDIT UNION LIABILITY FOR FAILURE TO MAKE 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 may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is an insufficient available balance in your account to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.
- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response, online/PC, or mobile banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the Credit Union.

10. NOTICES — All notices from us will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. Written notice you provide in accordance with your responsibility to report unauthorized transactions to us will be considered given at the time you mail the notice or deliver it for transmission to us by any other usual means. All other notices from you will be effective when

received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which EFT services are offered and will provide notice to you in accordance with applicable law. Use of EFT services is subject to existing regulations governing your Credit Union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of ATMs and night deposit facilities:

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- Close the entry door of any ATM facility equipped with a door.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number (PIN) or access code on your ATM card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.

11. BILLING ERRORS — In case of errors or questions about electronic fund transfers from your savings and checking accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appears. Call us at:

(513) 381-2677 or 1-800-810-0221 (toll free)

or write to:

Cincinnati Ohio Police Federal Credit Union
959 West Eighth Street
Cincinnati, OH 45203
Fax: (513)381-3010

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about and explain, as clearly as you can, why you believe it is an error or why you need more information
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error has occurred within ten (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 ten (10)** business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do receive it within ten (10) business days, we may not credit your account.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

*If you give notice of an error occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to investigate the error.

**If you give notice of an error occurring within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we may take up to 90 days instead of 45 days to investigate the error. Additionally, for errors occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to credit your account.

12. TERMINATION OF EFT SERVICES — You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card or access code 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 electronic transactions made prior to termination.

13. GOVERNING LAW — This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Ohio, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

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

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Digital Banking and Bill Pay Disclosures

Rev. 11/16/2015

1. The **It's Me 247** online banking system (hereinafter called the SYSTEM), is provided as a service of the **Cincinnati Ohio Police Federal Credit Union** (the "CREDIT UNION") and permits access to your account information and, upon request, allows account transactions to be conducted. By accessing the SYSTEM, you are verifying that you are the account holder or you have full legal authority granted by the account holder to obtain information and conduct transactions. Reference to "computer" in this Agreement shall mean any electronic and/or digital device that provides web browser capabilities, including personal computer, laptop, personal digital assistant, and mobile and/or smartphone compatible with the SYSTEM.

2. The CREDIT UNION has provided an Account Number and initial password which are required in order to permit access through the SYSTEM. The first time you login to Online Banking, you will be required to change this initial password. You authorize the CREDIT UNION to follow any instructions entered through the online banking SYSTEM using your password. You agree that you are responsible to make sure that the Account Number and password are maintained in a secure manner and not disclosed to any person who is not authorized to obtain account information or conduct transactions on your account.

3. If you use any method of storing the Account Number and password on your computer, you agree that you are solely responsible for any access obtained to account information or any transactions conducted on any account. If you have reason to believe that the Account Number or password have been disclosed to or obtained by any unauthorized person, you agree to immediately notify the CREDIT UNION.

4. When connected to or using the SYSTEM, you agree to ensure that no unauthorized persons have access to your computer. If you fail to maintain direct control and supervision over your computer or otherwise fail to ensure that no unauthorized persons have access to your computer when connected to or using the SYSTEM, you agree that any use of the SYSTEM utilizing your password is not unauthorized use, and the CREDIT UNION and any other companies or entities involved in the design, development or operation of the SYSTEM are not responsible for any loss, expense, injury, cost or damage resulting from any access obtained to account information or any transactions conducted on any account, to the extent permitted by law.

5. The CREDIT UNION may provide documents which are delivered to you electronically. These electronic documents are accessible when you login to the online banking SYSTEM. You agree to receive these documents, and any disclosures to which you are entitled under Federal Reserve Board Regulations B(Equal Credit Opportunity Act), E(Electronic Fund Transfers Act), M(Consumer Leasing Act), Z(Truth in Lending Act), and CC(E Expedited Funds Availability Act); the National Credit Union Administration Truth in Savings Regulation, the Fair Credit Reporting Act, and any other applicable

state or federal regulation or statute, including but not necessarily limited to your monthly credit union account statement, electronically, through your access to this system.

6. You understand and acknowledge that you presently have the right to receive such disclosures in paper form, and that you may revoke the authorization given in Section 5 at any time by providing the Credit Union with written notice of such revocation, at which time you will again be entitled to receive such disclosures in paper form. Whether you send such notice of revocation by paper or electronic means, the effective date of your revocation will be no more than 30 days from the day such notice is acknowledged as received by the credit union.

7. The technical requirements to assure that you have the ability to access and retain your eStatements and other electronic disclosures are described in this section. You must have Internet access and a valid email account and address. You must request access to the online banking SYSTEM through the CREDIT UNION. Your computer must have installed browser software which utilizes appropriate security protections. If you fail to use current, supported browser software, the CREDIT UNION and any other entities involved in the design, development or operation of the SYSTEM are not responsible for any loss, expense, injury, cost or damage resulting from any access obtained to account information or any transaction conducted on any account. For E - Statements and other electronic documents, you must have access to a printer or the ability to download information in order to keep copies of electronic documents for your records.

8. You understand and agree that you must notify the credit union if your email address changes by providing the CREDIT UNION with written or electronic notice of any such change in address, and that the effective date of this new email address will be no more than 30 days from the day such notice is acknowledged as received by the credit union. You hereby hold the CREDIT UNION harmless in the event that you have not received any required statement or other notice as a result of your failure to notify the credit union of a change in your email address.

9. You understand and agree that even though you have agreed to receive disclosures electronically, you may contact the CREDIT UNION by email or telephone to request that the CREDIT UNION send a paper copy of a disclosure that has already been sent electronically, and that the CREDIT UNION may charge a fee for that service, which fee will be separately disclosed. You agree that such fee can be deducted by the CREDIT UNION from any account you own at the CREDIT UNION.

10. By accepting this Agreement, you acknowledge that you have read the terms of this Agreement and that you agree to be bound by these terms. When you enroll in the eStatement service, you consent to receive your periodic account statements and other disclosures electronically. If your CREDIT UNION account is owned jointly with another person(s), any one of you may consent to receive E-Statements and electronic disclosures, including eNotices. Further, you understand that by accepting this Agreement, the current date will be logged as part of your account records and the SYSTEM services will be activated for your account.

THE FOLLOWING SECTIONS ONLY APPLY TO USERS OF THE PAYVERIS BILL PAY SYSTEM.

Bill Pay Terms & Conditions **Service Definitions.**

- "Service" means the Bill Pay Service offered by the CREDIT UNION, through our designated service provider.
- "Service Provider" means companies that we have engaged to render some or all of the Service to you on our behalf.
- "Agreement" means these Terms and Conditions of the CREDIT UNION Bill Pay Service.
- "Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills (E-Bills), as the case may be.
- "Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).
- "Payment Account" is the checking account from which bill payments will be debited.
- "Billing Account" is the checking account from which all Service fees will be automatically debited.
- "Business Day" is every Monday through Friday, Eastern Time, excluding Federal Reserve holidays.
- "Scheduled Payment Date" is the day you want your Biller to receive your bill payment and the next day will be the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day, in which case it will be considered to be the previous Business Day.

- "Due Date" is the date reflected on your Biller statement for which the payment is due. It is not the late date or grace period.
- "Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

Hardware and Software Requirements. To access and retain copies of your online statements and to utilize the Payveris Bill Pay System and to receive other related notices, you must have Internet access with a compatible browser. You may also need Adobe Reader. You are solely responsible to obtain such hardware and software.

Changes to Hardware or Software Requirements. If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain your electronic records, we will give you notice of our revised hardware and software requirements. Continuing to use our online and electronic bill paying services after receiving notice of the change is reaffirmation of your consent to use electronic records and to transact electronically.

Transfer Limitations. There is no limit on the number of transfers from your savings account or your MMSA if they are made in person, by Automatic Teller, or by mail, or if they are made to make monthly payments on the CREDIT UNION loans, to have funds mailed directly to you, or as a distribution of your Direct Deposit.

Federal regulations limit the number of certain types of transfers and/or withdrawals you can make from your savings account and your MMSA to six per calendar month. The types of transfers that are limited are those requested by fax, telephone, internet, and pre-authorized transfers.

Enhancements / Modifications to Service. The terms and conditions of these services are subject to change without notification to you, unless prior notification is required by law. CREDIT UNION reserves the right to revoke or refuse Account Access or Mobile Banking services.

We may cancel your Account Access services at any time with or without written notice to you. For example (and not excluding other examples), if you do not provide us with your current mailing address and email address, we may cancel your services until you provide us with your current addresses.

Your Liability for Unauthorized Transfers.

Liability Disclosure. By applying for Account Access, you agree to accept responsibility for protecting the integrity of your Password, Password Reset Question and Answer, and Challenge Questions and Answers. In order to help prevent unauthorized transactions and/or account access, you also agree to ensure the security of the personal computer (PC) you own and/or use to access the CREDIT UNION Account Access service. By securing the PC you own and/or use, we specifically mean installing antivirus software, a firewall, and spyware detection software on your PC, and keeping this security software current, or verifying that the above security software has been installed and is current. You also agree that the CREDIT UNION may revoke Account Access if unauthorized account access occurs as a result of your negligence in safeguarding the Password, Password Reset Question and Answer, and Challenge Questions and Answers, or as a result of your negligence in ensuring the security of the personal computer you own and/or use to access the Account Access service, as described above. Further, you agree that, if the CREDIT UNION is notified that you have included the credit union in the filing of a petition of bankruptcy, the CREDIT UNION may revoke or refuse Account Access service. Granting access to your account via the Internet to a non-signer on the applicable account(s) will make you financially liable for all unauthorized access, losses, or misuse of the account until reported to the CREDIT UNION.

Notify us AT ONCE if you believe your account has been accessed without your authority. The best way to minimize your possible loss is to telephone, although you may advise us in person or in writing. If you do not notify us, you could lose all the money in your account (plus your maximum line of credit amount). If you tell us within two (2) business days of learning of unauthorized access, you can lose no more than \$50 if someone accesses your account without your permission. If you do NOT tell us within two (2) business days of learning of the unauthorized access, and we can prove that we could have prevented it if you had provided us proper notification, you could lose as much as \$500.

If your statement shows any electronic fund transfer you did not make or authorize, advise us at once. If you do not tell us within sixty (60) days after the statement was delivered to you of any unauthorized or fraudulent use of your account, you may be liable for money lost after the sixty (60) days.

If a good reason (such as a long trip or a hospital stay) prevents you from notifying us, we may extend time periods.

Documentation of Transactions

Periodic Statements. You will receive a monthly account statement for each month in which you initiate electronic transactions via Payveris Bill Pay Service, unless you choose to suppress your statement. At a minimum, you will receive a quarterly savings

account statement. Additionally, you can view all of your savings and checking transaction activity through Account Access.

Transaction Fees. The CREDIT UNION does not charge for transfers initiated via Account Access, viewing account information via the Internet, or the companion Bill Pay services. CREDIT UNION reserves the right to charge for Account Access or Bill Pay. You will be given at least 21 days advance notice before the CREDIT UNION implements any new fees for Account Access or Bill Pay.

Liability for Failure to Make Transfers. If the CREDIT UNION does 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 sufficient funds in your account or available credit in your CLOC to make the transfer; if the funds in your account are subject to legal process, such as garnishment or attachment; if the account is subject to a pledge or security agreement; or if, despite reasonable precautions that we have taken, circumstances beyond our control (such as fire, power failure, flood, or failure of paying agency to deliver direct deposit payment data) prevent the transfer.

Account Information Disclosure. We will disclose information to third parties about your account or the transactions you make:

- If we return checks on your account drawn on non-sufficient funds or if we are unable to complete an electronic transfer because of non-sufficient funds.
- When it is necessary for completing transfers.
- In order to verify the existence or conditions of your account for a third party, such as a credit bureau or merchant.
- In order to comply with government agency or court orders.
- If you give us your written permission.
- In accordance with our privacy policy.

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 transaction listed on the statement or receipt, contact us as soon as possible.

- We must hear from you no later than sixty (60) days after the FIRST statement on which the problem or error appeared.
- Tell us your name and account number.
- Describe the error or the transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.
- If you tell us orally, we may require that you send your complaint or question in writing within ten (10) business days. We will notify you of the results of our investigation within ten (10) business days (twenty [20] business days for new accounts) of hearing from you, and we will correct any error promptly. If we need more time, 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 credit your account within ten (10) business days (twenty [20] business days for new accounts) 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. A provisional credit is a temporary credit adjustment made to your account during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may remove the provisional credit from your account. Please note that contacting us by telephone will not preserve your rights. If it is determined that there was no error, we will send you a written explanation within three (3) business days of completing our investigation, and any provisional credits will be reversed. If you do not have sufficient funds in your account to cover the amount of the provisional credit, the account will be overdrawn, and you will be responsible for payment. You may ask for copies of the documents that we used in our investigation.

Important Information About Becoming an Authorized User. To help 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, including joint owners. When you open an account or become an authorized user, we will ask you for your name, address, date of birth, and other information that will allow us to identify you.

Use of the Bill Pay Service Provider. CREDIT UNION offers the Bill Pay service through our designated third-party service provider. The service provider will be processing bill payments and answering questions directly related to such member-initiated bill payments. Accordingly, the term "Customer Care" represents the customer service provided by the service provider to the CREDIT UNION Bill Pay subscribers on the CREDIT UNION behalf. CREDIT UNION, at its sole discretion, reserves the right to change Bill Pay service providers.

Charges or Fees. Charges for the Bill Pay service, other transactions and optional services (e.g., non-sufficient funds or stop payment fees) are specified in CREDIT UNION's Schedule of Fees & Charges, which can be found on the CREDIT UNION website.

You agree to pay such fees and charges, and authorize the Service to charge your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any fees associated with your share or loan accounts will continue to apply. You are responsible for any and all telephone access fees or Internet service fees that may be assessed by your telephone utility and/or Internet Service Provider.

Failed or Returned Transactions. In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are non-sufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
4. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and
5. The Service is authorized to report the facts concerning the return to any consumer credit reporting agency.

In these cases, you agree that a non-sufficient funds (NSF) fee will be charged in accordance with the CREDIT UNION' Schedule of Fees & Charges, which can be found on the the CREDIT UNION website (www.cuanswers.com). Further, you also agree that a NSF fee may be charged to your account even if the payment is not returned but is paid and overdraws your Payment Account.

By enrolling for and using the Service, you agree that the CREDIT UNION has the right to collect funds from all of your share accounts, as well as the available balance on your line of credit accounts (e.g., CLOC or credit card accounts) to recover funds for all payments that have been requested to be paid by you and your authorized user. This includes accounts on which you are the primary member-owner, as well as accounts on which you are the joint owner.

Bill Payment Scheduling. The earliest possible Scheduled Payment Date for each Biller (typically five [5] or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments, select a Scheduled Payment Date that allows adequate time for delivery prior to any late date or grace period.

Prohibited Payments. The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

Payments to persons or entities located in prohibited territories (including any territory outside of the United States); Payments that violate any law, statute, ordinance or regulation; Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise or sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; Payments related to gambling, gaming and/or any activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; Payments relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money - laundering or terrorist financing; (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges or check cashing, or (6) provide credit repair or debt settlement

services; Tax payments and court ordered payments including but not limited to Alimony and Child Support.

In no event shall we or our independent contractors or other third parties to whom we assign or delegate rights or responsibilities be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, mis-posted or misdirected prohibited payments will be your sole responsibility and not ours. We encourage you to provide notice to us by the methods described in above of any violations of this section or the Agreement generally.

Payment Authorization and Payment Remittance. By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability, and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your CLOC account. Per federal regulation, pre-authorized telephone, Internet, or automatic transfers from savings to cover checking overdrafts cannot exceed six (6) in number per calendar month;
2. The payment processing center is not working properly, and you know or have been advised by the Service about the malfunction before you execute the transaction.
3. You have not provide the Service with the correct Payment Account Information, or the correct name, address, phone number, or account information for the Biller; and/or
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction, and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller that does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, directing to the proper Biller any previously misdirected transactions, and, if applicable, any late payment-related charges.

Payment Methods. The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

Payment Cancellation Requests. You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment, it cannot be canceled or edited. Therefore, a stop payment request must be submitted.

Stop Payment Requests. The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Bill Pay Customer Care, offered through our Service Provider. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. Please refer to the CREDIT UNION' Schedule of Fees & Charges, which can be found on the CREDIT UNION website (cuanswers.com).

Electronic Bill (E-Bill) Delivery and Presentment. This feature is for the presentment of electronic bills (E-Bills) only, and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

- **Information provided to the Biller** – The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers, and email addresses with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to Biller your email address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for the purposes of the Biller informing you about Service and/or bill information.
- **Activation** – Upon activation of the electronic bill feature, the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated, it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
- **Authorization to obtain bill data** – Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your username and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
- **Notification** – The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification with the Service, the Service may send an email notification to the email address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically log in to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
- **Cancellation of electronic bill notification** – The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account, and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
- **Non-delivery of electronic bill(s)** – You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
- **Accuracy and dispute of electronic bill** – The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

Password and Security. You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorized using the Services. 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 believe that your password or other means to access your account has been lost or stolen, or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once.

Your Liability for Unauthorized Transfers. If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, tell us at once. If you do not tell us within sixty (60) days after the statement was delivered to you of any unauthorized or fraudulent use of your account, you may be liable for money lost after the sixty (60) days. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

Errors and Questions. In case of errors or questions about your transactions, you should notify us as soon as possible.

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty(60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

- Tell us your name and Service account number;
- Describe the error or the transaction in question and explain as clearly as possible 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 verbally, we may require that you send your complaint in writing within ten(10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five(45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

Disclosure of Account Information to Third Parties. It is our 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;
- In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
- To a consumer reporting agency for research purposes only;
- In order to comply with a governmental agency or court orders;
- If you give us your written permission; or
- In accordance with the CREDIT UNION'S privacy policy.

Alterations and Amendments. This Agreement, applicable fees, and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as a part of this Service, you agree to receive all legally required notifications via electronic means.

Address or Banking Changes. It is your sole responsibility to ensure that your contact information with the CREDIT UNION' is current and accurate. This includes, but is not limited to, name, address, phone numbers, and email addresses. Changes can be made within the service using the "Update My Personal Profile" feature or by contacting the CREDIT UNION Credit Union. Any changes in your Payment Account should also be made in accordance with the procedures outlined within Service online features. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

Service Termination or Suspension. CREDIT UNION or the Service may terminate or suspend Bill Pay Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement. Any payment(s) the Service has already processed before the termination or suspension date will be completed by the Service. All Scheduled Payments (including, recurring payments) will not be processed once the Service is terminated or suspended.

Biller Limitation. The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

Returned Payments. In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Biller, or

void the payment and credit your Payment Account. You may receive notification from the Service.

Information Authorization. Your enrollment in the Service may not be fulfilled if the service cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s) and/or Billing Account, the Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

Disputes. In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Bill Pay Customer Care says and the terms of this Agreement, the terms of this Agreement will prevail.

Assignment. You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate some of its rights and responsibilities under this Agreement to independent contractors or other third parties.

No Waiver. The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Captions. The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

Electronic Disclosures. "Disclosures" means terms, conditions, and other information required to be communicated to you by law.

CREDIT UNION and the Service will provide your Bill Pay Terms and Conditions Agreement electronically. This Agreement will remain available online for you to print. The CREDIT UNION will also provide notices of changes to this Agreement and other related disclosures, if required by law, electronically through the Service's e-messaging system, or U.S. mail to your the CREDIT UNION' address of record. In addition, the CREDIT UNION' will provide changes to the terms of this Electronic Disclosures Agreement and other related disclosures electronically.

Hardware and Software Requirements. To access and retain copies of your online statements and to utilize the Payveris Bill Pay Service and to receive other related notices, you must have Internet access with a compatible browser. You may also need Adobe Reader. You are solely responsible to obtain such hardware and software.

EXCLUSION OF WARRANTIES. THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

LIMITATION OF LIABILITY. THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH

WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS, OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS, OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS, OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 37 AND 38 ABOVE WITHIN TWO(2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS, AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

COMPLETE AGREEMENT, SEVERABILITY, CAPTIONS AND SURVIVAL. You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Services and the portion of the Site through which the Services are offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. The Sections regarding Exclusions of Warranties and Limitation of Liability, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

Mobile Wallet Disclosures

Mobile Wallet Terms and Conditions. These Terms and Conditions (the "Terms") apply when you choose to add a COPFCU Visa Platinum Rewards credit card or COPFCU MasterCard debit card to a Mobile Wallet Service. In these Terms, "you", "your", "their", and "my" refer to the cardholder of the credit or debit card, and "we," "us," "our," and "COPFCU" refers to the issuer of your card(s). By selecting the check box entitled "I have read, and I understand and agree to the COPFCU Mobile Wallet Service Terms and Conditions," you agree to all terms, conditions, and notices contained or referenced in these Terms and you are providing your express consent.

What is a Mobile Wallet Service? A Mobile Wallet Service ("Wallet") allows you to add your COPFCU cards to an application using your Mobile Device. Your COPFCU card number is replaced with a digital number or token. Once added, you understand that you may use your Mobile Device to make payments only where the Wallet is accepted. COPFCU is not a provider of the Wallet and we are not responsible for any failure or inability to perform a transaction using the Wallet. We are only responsible for supplying information securely to the Wallet provider to allow usage of the COPFCU card in the Wallet.

Eligibility. Active COPFCU card accounts that are in good standing are eligible to be added to a Wallet. If your COPFCU card or any underlying COPFCU account becomes delinquent, is in a negative status or is otherwise maintained in an unsafe manner as determined by COPFCU in its sole discretion, your COPFCU card may be removed by COPFCU from the Wallet for continued use.

Relationship to Other Agreements. You agree that when you add your COPFCU card to a Wallet service, your COPFCU card and account will remain subject to the terms and conditions of all existing agreements with COPFCU. You acknowledge that certain message and data rates may apply from your wireless service providers and/or wireless carriers which might impact your use of the Wallet. For example, your mobile service carrier or provider may impose data usage or text charges for your use of or interaction with the Wallet, including downloading the software, receiving or sending text messages, or other use of your mobile device when using the software or other products and services provided by the Wallet. You expressly agree that you are responsible for all such fees, limitations, and restrictions and that we may contact you via your mobile device for any purpose concerning your accounts at COPFCU, including account servicing and collection purposes.

Account Ownership/Accurate Information. You represent that you are the legal owner of the account and other financial information which may be accessed via the Wallet. You represent and agree that all information you provide in connection with the Wallet is accurate, current, and complete, and that you have the right to provide such information to us for the purpose of operating the Wallet. You agree not to misrepresent your identity or your account information.

Measures to maintain your privacy and security. Once you have added your COPFCU card to a Wallet service, COPFCU is responsible for securely transmitting your information to your Wallet service provider. Your information is only sent through secure channels. You agree that we may share your information with the Wallet provider, a payment network, and others in order to provide the services you have requested, to make information available to you about your COPFCU card transactions, and to improve our ability to offer these services. We do not control the privacy and security of your information that may be held by the Wallet provider and that is governed by the privacy policy given to you by the Wallet provider. You agree not to leave your Mobile Device unattended while logged into the Wallet and to log off immediately at the completion of each access by you. You agree not to provide your password or other access information to any other person. If you believe that someone may have unauthorized access to your Mobile Device, you agree to immediately cancel your access to the Wallet associated with the Mobile Device. You agree to provide us with immediate notice in the event you suspect fraud or any unauthorized access to any of your accounts. You agree to comply with all applicable laws, rules and regulations in connection with your COPFCU card.

You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using the Wallet.

We may in some cases make individually identifying information available only in the following circumstances: where ordered by a court or other legal body or where it is lawfully permitted or required; where we have agreed to provide information under contracts to vendors and partners to make products and services available to our members; or where the member has requested or consents to the disclosure of information. In those cases where we disclose information to outside vendors, we require that they use it for no purposes other than providing previously specified services to our members.

Changes in these Terms and Conditions. Except as otherwise required by law, COPFCU may in its sole discretion change these terms, and modify or cancel the eligibility to use your COPFCU card with a Wallet service at any time, without notice. You cannot change these terms but you can terminate them by removing your COPFCU card(s) from the Wallet. COPFCU reserves the right to refuse any transaction for any reason.

Exclusion of Warranties; Limitation of Liability; Indemnification. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF A MOBILE WALLET SERVICE IS AT YOUR SOLE RISK. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WALLET IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND COPFCU IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, WHETHER DUE TO ANY COMPUTER VIRUS OR OTHERWISE. COPFCU MAKES NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION OR DATA THAT YOU OBTAIN THROUGH THE USE OF A WALLET.

eNotice, eStatement & eDisclosures

The following information explains your rights under the Electronic Signatures in Global and National Commerce Act ("E-SIGN"). Please read this notice carefully before requesting our eNotice, eStatement or eDisclosure service. Cincinnati Police Federal Credit Union's eNotice, eStatement and eDisclosure services are offered free of charge to our PC Access members. If you have any questions, please email us at info@copfcu.com or call (513)381-2677 or 1(800)810-0221.

eNotices. You consent to receive information electronically through Cincinnati Police FCU's eNotice service. You may choose to receive any or all of the items listed below in an electronic format. Once you have selected to receive an item electronically, you will no longer receive that item via postal mail service.

- Insufficient Funds Notices (for any draft or ACH item)
- Courtesy Pay Notices
- Loan Delinquency Notices
- Certificate Notices (for renewal, redemption and maturity)
- High or Low Balance Notification
- ACH Debit, ACH Deposit and Payroll Deposit Notification

eStatements. You consent to receive your periodic statement of account electronically. The credit union will notify you by email when your statement is available for viewing or printing through PC Access. By agreeing to receive your statements electronically, you also authorize the credit union to discontinue sending your statements via postal mail service.

You have the right to withdraw your consent to receive eStatements or eNotices at any time. To do so, you may change your preferences through Online Banking by selecting Email Options from the Maintenance menu or by contacting the credit union by email at info@copfcu.com or by calling (513)381-2677 or 1(800)810-0221.

You may change the email address used for the receipt of eNotices or eStatements at any time. You may do so by selecting Email Options from the Maintenance menu in Online Banking.

You have the right to have any item, sent to you electronically, re-sent in paper format. If you would like to receive a paper copy of any electronic notice you have received, you must contact the credit union within 5 business days of the notice effective date. Contact may be made by calling (513)381-2677 or 1(800)810-0221 or by emailing us at info@copfcu.com.

You can access your periodic statement of account through Online Banking by selecting the Statement Delivery option. The preferred browser for Online Banking is Microsoft Internet Explorer version 6.0 or higher. Statements can be viewed using Adobe Reader version 7.0 or higher. If you do not have Adobe Reader, you may download it for free from the same Statement Delivery page in Online Banking. Statements retrieved through Online Banking may be viewed, printed or downloaded as desired. Please note, for best results, a broadband connection is recommended.

eDisclosures. As permitted by law, you hereby authorize Cincinnati Police FCU to electronically provide any and all documentation (agreements, disclosures, notices, statements, and the like) related to our various products and services that you may from time to time request and/or use. The electronic transmission of such documentation may be conducted in a variety of means such as (a) an electronic message ("e-mail") sent to you at the e-mail address specified by you (and/or any other address specified by you); (b) your active retrieval via the internet by any internet access means from a specific internet location (identified by us in an e-mail message sent to you by the Credit Union); and/or (c) any other means of electronically providing such documentation.

You understand and agree that your consent will remain in effect until and unless withdrawn by you either in an electronic message sent by you to us or by written request for withdrawal of your consent sent by you to the Credit Union. Your withdrawal of consent to receive documentation in this manner will take effect within a reasonable time period following the receipt of your request.

This authorization does not affect your right to receive such documentation on paper or in a non-electronic form and you may at any time request that any electronically provided documentation be provided in a paper or nonelectronic form. You agree to immediately provide us updated contact information in the event that your e-mail address (or any other means you have provided us to contact you) becomes unusable or inaccurate for any reason.

A description of the current means used to provide electronic documentation along with current hardware and software requirements to receive such documentation is provided to you separately. You will be provided updated information in the event that we change these methods and/or hardware/software requirements.

To receive electronic records, you understand that the use of a device such as a personal computer ("PC") or personal digital assistant ("PDA") that has a graphical user interface, or "browser", capable of accessing and viewing electronic communications reasonably expected to reside on and transmit within the internet will be required. Additionally, various software such as those which can view an electronic file in a portable document file (PDF) format, may be required to view certain electronic

communications. Our system is currently designed to operate using world wide web technologies and protocols which are adaptable to a wide variety of end user systems. More specifically, our system uses SSL encryption and requires a browser with an appropriate Root CA Security Certificate and uses 128 bit encryption. Some browsers may require an update to their security certificate to properly access the system.

For questions or assistance with eNotices, eStatements or eDisclosures, please contact us at (513)381-2677 or (800)810-0221.

Text (SMS) Messaging Terms & Conditions

IMPORTANT! PLEASE READ THESE TERMS AND CONDITIONS FOR INFORMATIONAL AND OFFERS TEXTS. YOU AGREE TO ABIDE BY AND BE BOUND TO THESE INFORMATIONAL AND OFFERS TEXT MESSAGING TERMS AND CONDITIONS.

Your use of the Text (SMS) Messaging program(s) constitutes your agreement and consent to receive marketing or non-marketing text messages, as applicable, from Cincinnati Ohio Police Federal Credit Union (COPFCU) and others texting on its behalf, including receiving text messages made from an automatic telephone dialing system ("autodialer"), at the telephone number(s) you provide.

In this Text (SMS) Messaging Terms and Conditions, the words "you," "your," and "yours" mean any individual accessing online banking. The words "we," "us," "our" and "Credit Union" mean COPFCU.

The terms of other agreements with the Credit Union may also apply to your use of any Credit Union text message service. At a minimum, the terms of the COPFCU Membership, Account and Account Services Agreement apply to your use of the Credit Union's text message services. In addition, consent is not a condition of any purchase, product, or service. You may opt-out of these communications at any time.

We may send any Credit Union Text (SMS) Message, either directly, or via a third-party agent or authorized service provider, through your communication service provider in order to deliver it to you. You agree that your communication services provider is acting as your agent in this capacity.

We will not send you offers/marketing messages through the Credit Union's Text (SMS) Messaging service unless you separately affirmatively opt-in to receiving such messages, as further discussed below.

By providing your consent, you are agreeing to the following Terms and Conditions:

Program Description. The Credit Union and its service providers may use an autodialer to deliver text messages to you. The Credit Union's text messages are intended to provide informational, transaction, or marketing information regarding our products and services.

You consent to receive text messages from our automated dialing system. If you provided consent in writing or sent a return text "Y" or "Yes," the text messages may contain special offers or promote Credit Union products.

You own or are authorized to provide the telephone number that you used to opt-in. Your consent to receive these automated text messages is not a condition to receiving any Credit Union product or service.

You agree the Credit Union may use an electronic record to document your consent. To request a free paper or email copy of the opt-in, or to update our records with your contact information, please call (800) 810-0221. To view and retain an electronic copy of these Terms and Conditions and/or confirmation of your opt-in, you will need:

(i) a device (such as a computer or mobile phone) with internet access, and (ii) either a printer or storage space on such device. For an email copy, you will need an email account that you can access from your mobile device, along with a browser or other software that can display the emails. These Terms and Conditions will apply if you withdraw the consent mentioned above or opt-out of the Credit Union text message service.

The Credit Union Text (SMS) Messaging is provided for your convenience and does not replace your monthly account statement(s), which are the official record of your accounts. This service may not be encrypted and at some point, may include personal or confidential information about you, such as your account activity or status. You agree to protect your communications device that receives information through this service and not to let any unauthorized person have access to the information we provide to you through this service.

Message Frequency. The number of Informational Text messages you receive will vary depending on which Credit Union Text Messaging programs you sign up to receive and the frequency of the messages sent by those programs.

If you have opted in to receive Offers Text messages, no more than two (2) text messages will be sent per month.

Fees. We do not charge or impose a fee of any kind for your access to or use of text (SMS) messaging. However, you are responsible for any and all charges, including, but not limited to, fees otherwise applicable to your account(s) and fees associated with text messaging imposed by your communications service provider. Standard message and data rates may apply to each text sent or received (please contact your mobile communication service provider for pricing plans).

How to Opt-In for Informational Text Messaging program(s): New memberships opened on/after March 17, 2023 are automatically opted in for Informational, Transactional and Account-related Text Messages per the COPFCU Membership and Account Agreement. Memberships opened prior to 3/17/2023 must affirmatively opt-in to receive these messages. Examples of Informational text messages include:

- Notification of suspected fraud
- Branch closures due to inclement weather, power outages, etc.
- Service outages for Online Banking, Mobile Banking, Phone Systems, etc.
- Short quality of service surveys for new accounts, products or services opened
- Loan payment reminders and debt collection
- Fulfilling service requests made by you on your accounts/services

How to Opt-In for Offers/Marketing Text Messaging program(s): Members wishing to receive offers/marketing texts must affirmatively opt-in using the Credit Union's Offers/Marketing Opt-In communications and/or selecting this option at Membership Opening.

How to Opt-Out: You may revoke your consent to receive Informational and Offers text messages at any time by (1) replying STOP to any text you receive, 2) texting STOP to 513.951.6760 for Special Offer Texts, 3) texting STOP to 513.763.1602 for Informational Texts, 4) emailing us at info@copfcu.com or 5) calling 513.381.2677 or 1-800-810-0221 or (6) writing to us at COPFCU, ATTN: Marketing, 959 W. 8th Street, Cincinnati, OH 45203. If you have consented to more than one text messaging program, your opt-out request may generate either a confirmation text or a texted request to clarify the Credit Union Text (SMS) Messaging program to which it applies. To complete your opt-out, please provide the requested clarification. Revoking your consent to receive Informational and/or Offers automated text messages from the Credit Union does not also revoke any consent you provided to receive automated text messages related to a specific transaction or service request (for example, a loan application or new account request). For all further help or information send a return text with "HELP."

To stop receiving text messages from both Informational and Offers Credit Union Text Messaging programs, text "STOPALL" to any number from which text messages are being sent. You acknowledge that you will receive one (1) final message from the Credit Union confirming your opt-out of all Credit Union Text Messaging programs. Following the confirmation message, you will no longer receive additional text messages associated with any program.

Please note that you will not be opted out of Online/Mobile Banking alerts set up by you; fraud alerts regarding debit or credit card activity; debit/credit card transaction alerts set up by you; identity and credit monitoring alerts set up by you; or any other alert set up by you. You must turn off any text alerts that you have set up in the specific system in which you enrolled for the alerts.

Your Mobile Telephone Number. You agree to provide a valid phone number for this service so that we may send you certain information about your applicable account. We determine in our sole discretion what information we make available through this service.

You represent that you are the owner of record for the mobile telephone number(s) you designated as your cell phone on your Credit Union membership. You are responsible for notifying us immediately if you change your mobile telephone number. You may notify us of a number change by contacting the Member Service Center at 1.800.810.0221.

You agree to indemnify, defend, and hold us harmless from and against any and all claims, losses, liability, costs, and expenses (including reasonable attorneys' fees) arising from your provision of a phone number that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement.

Access or Delivery to Mobile Network is Not Guaranteed. It is your responsibility to determine if your mobile carrier supports Text Messaging and if your mobile device is capable of receiving text messages. Your receipt of our text messages is subject to the terms and conditions of your agreement(s) with your mobile carrier.

Delivery and receipt of account information through the Credit Union's Text (SMS) Messaging may be delayed or impacted by factor(s) pertaining to your phone carrier or other parties. We will not be liable for losses or damages caused in whole or in part by your actions or omissions that result in any disclosure of account information to third parties. Also, nothing about the Credit Union's Text (SMS) Messaging creates any new or different liability for us beyond what is already applicable under your existing account agreements.

The Credit Union is not responsible for the use of Text Messaging service while driving. Safe driving is your responsibility, and you should not use this text messaging service while driving.

Supported carriers may change from time to time. Current supported carriers include Verizon, T Mobile, AT&T, Boost, Spectrum Wireless, etc. This list is not exhaustive and is not updated regularly and may change without notice.

The Credit Union makes no warranty regarding availability or reliability of text message services, and we shall have no liability related to any delay or failure in delivery or receipt of text messages. The Credit Union and supported carriers are not liable for delayed or undelivered messages.

Support/Help. To request more information, text "HELP" to the appropriate Credit Union Telephone Number for the Text Messaging program about which you have questions. You may also receive help by contacting the Member Service Center at 1.800.810.0221.

Eligibility. To receive Credit Union text messages, you must be a resident of the United States and 18 years of age or older. We reserve the right to require you to prove that you are at least 18 years of age. We do not intend to or knowingly collect information from individuals under thirteen (13) years of age. We request that such individuals do not provide personal information through our digital interfaces, including Text (SMS) Messaging.

Changes to Terms & Conditions. The Credit Union may revise, modify, or amend these Text (SMS) Messaging Terms and Conditions at any time, without notice, except as required by law. Any revision, modification, or amendment shall be effective when it is posted to our website at <https://copfcu.com>. You agree to review these Text Messaging Terms and Conditions periodically to ensure that you are aware of any changes. Your continued use of a Credit Union text messaging service after the Terms and Conditions have changed shall constitute your acceptance of those changes.

Termination of Text Messaging. We may suspend or terminate your receipt of Credit Union text messages if we believe you breach these Text Messaging Terms and Conditions or your Membership Agreement. Your receipt of Credit Union text messages is also subject to termination should your mobile telephone service terminate or lapse. We reserve the right to modify or discontinue all or any part of our text messages, with or without notice.

We may cancel, restrict the use of or interrupt your free subscription to any and all Credit Union text messaging services or terminate any and all Credit Union text messaging services at any time, without notice to you.

Security. Text messages to the Credit Union numbers are not encrypted. **PLEASE DO NOT SEND US SENSITIVE OR NON-PUBLIC PERSONAL INFORMATION TO THE CREDIT UNION IN A TEXT MESSAGE. NO REPRESENTATIVE OF THE CREDIT UNION WILL EVER ASK YOU TO DO THIS. IF YOU RECEIVE A TEXT MESSAGE PURPORTED TO BE FROM THE CREDIT UNION THAT REQUESTS YOU SEND A TEXT WITH SENSITIVE OR NON-PUBLIC PERSONAL INFORMATION, PLEASE DO NOT RESPOND TO IT.** Instead, you must notify us immediately by telephone at 1.800.810.0221.

We may send you text messages containing HTTPS links to exchange sensitive or non-public information online to a copfcu.com website. These links will open a copfcu.com website in your phone's mobile browser with a "lock" icon to denote the encrypted HTTPS connection. **ALWAYS VERIFY THE SPELLING OF COPFCU.COM BEFORE YOU OPEN ANY LINK TO OUR WEBSITE.**

Privacy. The Credit Union values your privacy. To review our Privacy Notice and Disclosure, please visit the [Online Privacy and Security](#) page of our website. [Copfcu.com](https://copfcu.com) provides information to members about their accounts and services with COPFCU.

FACTS: What does Cincinnati Ohio Police Federal Credit Union (COPFCU) 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.
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What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> - Social Security number and account balances - Checking account information and credit scores - Payment history and transaction or loss history <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
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How?	All financial companies need to share members' 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 Cincinnati Ohio Police Federal Credit Union (COPFCU) chooses to share; and whether you can limit sharing.
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Reasons we can share your personal information	Does COPFCU Share?	Can you limit this sharing?
For our everyday business purpose – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or to 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	Yes	No
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 nonaffiliates to market to you	No	We don't share.

Questions?	Call 1-800-810-0221 or 513-381-2677 or visit www.copfcu.com
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What we do	
How does COPFCU protect my personal information?	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.
How does COPFCU collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> - Open an account or pay your bills - Apply for a loan or use your credit or debit card - Give us your contact information <p>We also collect your personal information from others such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> - Sharing for affiliates' everyday business purpose – information about your creditworthiness - affiliates from using your information to market to you - sharing for nonaffiliates to market to you <p>State law and individual companies may give you additional rights to limit sharing.</p>

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. - <i>COPFCU has no affiliates.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. - <i>Nonaffiliates we share with can include government agencies, plastic card processors (credit/debit/ATM), financial statement publishers or printers, mailhouse, consumer reporting agencies, data processors, and check/share draft printers. We do not share information with nonaffiliates so they can market to you.</i>
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. - <i>Our joint marketing partners include insurance companies and credit card companies.</i>

CHILDREN'S ONLINE PRIVACY PROTECTION ACT

Supplement to COPFCU Privacy Policy

Cincinnati Ohio Police Federal Credit Union (COPFCU) is committed to safeguarding information about our members and visitors to our website. This includes information

that we may receive from children. This statement explains our collection, use and security of personal information received from a child, as is required and relating to The Children's Privacy Protection Act (COPPA). This act was passed to give parents/guardians increased control over what information is collected from children online and how such information is used. The law applies to websites and services which knowingly collect information from children under the age of 13.

COPFCU Website & Email. COPFCU's website and online services are not directed to children under the age of 13. As such, COPFCU will not knowingly collect, use or distribute personal information from children under the age of 13 without prior verifiable consent from a parent/guardian. If we determine that we have inadvertently gathered personal information from a user under the age of 13 without the consent of their parent/guardian, we will promptly delete any and all personal information from our records. Further, this information will not be shared with third parties.

Should COPFCU receive an email from a child under the age of 13, COPFCU may elect to respond to the child's inquiry and/or contact the parent/guardian to respond. COPFCU will use reasonable procedures to ensure we are dealing with the child's parent/guardian before we provide access to the child's specific information. Once the response has been provided, the email from the child will be deleted.

We do not require child members of COPFCU to disclose more information than is reasonably necessary to participate in Kid's Club contests, games or other activities, or as a condition of participation.

Sharing of Information. COPFCU only shares personal information with third party vendors who are tasked with maintaining the child member's account (transaction processing provider and statement provider) and promoting the Kid's Club activities, events and rewards (email provider). All information we have for child members has been provided with consent of the parent/guardian. At any time, the parent/guardian may revoke his/her consent for the child to receive emails for Kid's Club contests, games or other activities.

Parental Consent. We do not collect, use or disclose personally identifiable information from a child without obtaining prior parental consent. At this time, we do not seek to collect personally identifiable information from children under the age of 13. Should that policy change, we will notify the parents/guardians, post the fact that information is being collected, obtain consent from parents in compliance with COPPA, and inform parents about procedures available to review and/or prevent the information from being collected.

If you have any questions or concerns about COPFCU's Children's Online Privacy Protection Policy, you may write, call or email us at:

COPFCU
959 W. 8th Street
Cincinnati, OH 45203
1-800-810-0221
info@copfcu.com

For additional information on COPPA protections, you can also visit the Federal Trade Commission's website at www.ftc.gov.

BIOMETRIC INFORMATION PRIVACY POLICY AND CONSENT

Scope and Overview. This policy outlines how Cincinnati Ohio Police Federal Credit Union (COPFCU), its vendors, and/or the licensor of the COPFCU consumer verification software processes biometric data collected from you for identity verification and fraud prevention purposes.

Biometric Data Defined. As used in this policy, biometric data includes "biometric identifiers" and "biometric information." "Biometric identifier" means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry. As the term is used in this policy, the selfie photograph you upload to the software for use in the biometric algorithm is considered a "biometric identifier."

"Biometric information" means any information, regardless of how it is captured, converted, stored, or shared, based on an individual's biometric identifier used to identify an individual.

Disclosure and Authorization Policy. To the extent that COPFCU, its vendors, and/or the licensor of COPFCU's consumer verification software collect, capture, or otherwise obtain biometric data relating to a consumer, COPFCU must first:

- Inform each consumer that COPFCU, its vendors, and/or the licensor of COPFCU's consumer verification software are collecting, capturing, or otherwise obtaining the consumer's biometric data, and that COPFCU is providing such

biometric data to its vendors and the licensor of COPFCU's consumer verification software;

- Inform the consumer of the specific purpose and length of time for which the consumer's biometric data is being collected, stored, and used; and
- Receive consent by the consumer authorizing COPFCU, its vendors, and/or COPFCU's consumer verification software to collect, store, and use the consumer's biometric data for the specific purposes disclosed by COPFCU, and for COPFCU to provide such biometric data to its vendors and the licensor of COPFCU's consumer verification software.

COPFCU, its vendors, and/or the licensor of COPFCU's consumer verification software will not sell, lease, trade, or otherwise profit from consumers' biometric data; provided, however, that COPFCU's vendors and the licensor of COPFCU's consumer verification software may be paid for products or services used by COPFCU that utilize such biometric data. This policy is intended to comply with all federal, state, and local laws.

Purpose for the Collection of Biometric Data. COPFCU, its vendors, and/or the licensor of COPFCU's consumer verification software collect, store, and use biometric data solely for identity verification and fraud prevention purposes.

Disclosure. COPFCU will not disclose or disseminate any biometric data to anyone other than its vendors and the licensor of COPFCU's consumer verification software providing products and services using biometric data without/unless:

- First obtaining consumer consent to such disclosure or dissemination;
- The disclosed data completes a financial transaction requested or authorized by the consumer;
- Disclosure is required by law or ordinance; or
- Disclosure is required pursuant to a valid warrant or subpoena issued by a court of competent jurisdiction.

Security. COPFCU shall use a commercially reasonable standard of care to store, transmit and protect from disclosure any biometric data collected. Such storage, transmission, and protection from disclosure shall be performed in a manner that is the same as or more protective than the manner in which COPFCU stores, transmits and protects from disclosure other confidential and sensitive information, including personal information that can be used to uniquely identify an individual or an individual's account or property, such as genetic markers, genetic testing information, account numbers, PINs, driver's license numbers and social security numbers.

Retention. COPFCU shall retain consumer biometric data only until, and shall request that its vendors and the licensor of COPFCU's consumer verification software permanently destroy such data when, the first of the following occurs:

- The initial purpose for collecting or obtaining such biometric data has been satisfied, such as verification of consumer identity;
- Request of consumer to destroy the biometric data; or
- Within 30 days of consumer's provisioning of biometric data.

Contact Information. If you have any questions about our use, storage, or security of your biometric data you can contact us at: Info@copfcu.com.

BIOMETRIC INFORMATION CONSUMER CONSENT. As outlined in the "Biometric Information Privacy Policy," I understand and consent to the collection, use, retention, storage, and/or disclosure or re-disclosure of data or images from biometric verification technology by COPFCU, its vendors, and/or the licensor of COPFCU's consumer verification software. I acknowledge that I have been given a copy of the Policy, or that the Policy has been made accessible to me, and I have had an opportunity to review it and request any additional information concerning COPFCU's procedures and safeguards for collecting, maintaining, using, disclosing, sharing, storing, and/or destroying this data.

COURTESY PAY

Have you ever...

- Forgotten to account for a payment, withdrawal or other purchase from your checking account?
- Had your spouse make payments you didn't know about or had to guess at what transactions they'd made?
- Had a transaction denied at checkout?
- Experienced the embarrassment and expense of returned payments?

Unanticipated expenses and unforeseen problems can leave you with too little cash in your checking account. Having a payment returned due to insufficient funds can be a costly, inconvenient and embarrassing experience.

At COPFCU, we do not encourage overdrafts. As always, we encourage you to manage your finances responsibly. However, we want to save you from the additional fees and possible damage to your credit history that might result if a payment is returned.

That's why we provide Courtesy Pay for our members.

What is Courtesy Pay? Courtesy Pay is an overdraft service that requires no action on your part. You don't have to sign anything. Your Courtesy Pay limit will be automatically assigned.

How does Courtesy Pay work? We are not obligated to pay any item presented for payment if your account does not have sufficient funds; however, as long as you maintain your account in "good standing," we may approve your overdraft items within your current available Courtesy Pay limit as a non-contractual courtesy.

For Courtesy Pay consideration, your account is in "good standing" if you:

- (1) make sufficient deposits to bring your account to a positive end-of-day balance at least once every 30 calendar days (including the payment of all credit union fees and charges);
- (2) avoid excessive overdrafts suggesting the use of Courtesy Pay as a continuing line of credit;
- (3) are not currently dormant;
- (4) are not currently delinquent on any loan or credit card with us;
- (5) and there are no legal orders, levies or liens against your account.

As a courtesy to members, if an item is paid that brings your checking account to a balance of -\$0.01 to -\$4.99, no Courtesy Pay fee will be charged. For items paid that bring your account to a balance of -\$5.00 or less, please note that the amount of the overdraft plus the credit union's paid item Courtesy Pay fee for each paid item will be deducted from the Courtesy Pay limit. If the item is returned, the returned item NSF fee will be deducted from your account. No interest will be charged on the overdraft balance. Refer to COPFCU's Fee Schedule for current fees.

How do I know when I use the overdraft Limit? You will receive an overdraft notice via email, through online banking or in the mail each time items are paid. The notice will show the check number (if applicable), amount and the paid item Courtesy Pay fee. You will need to subtract the total fees when balancing your checkbook.

What is my Courtesy Pay limit? If I have 2 checking accounts, can I get Courtesy Pay on both?

Locate your account type below and make note of the corresponding limit. Courtesy Pay is limited to one checking account even if you have multiple checking accounts with COPFCU.

Secure + Interest Checking - \$500	50+ Interest Checking - \$500
Secure Checking - \$500	Simply Checking - \$500
HSA Checking – Not available	

What if I go beyond my Courtesy Pay Limit? Overdrafts above and beyond your established Courtesy Pay limit may result in checks or other items being returned unpaid to the payee. The returned item NSF Fee will be charged per item and assessed to your account. An insufficient funds notice will be sent via email, through online banking or in the mail to notify you of items paid and/or returned.

How quickly must I repay my Courtesy Pay? You should make every attempt to bring your account to a positive end-of-day balance as soon as possible, and must do so within 30 calendar days. If you are not able to do so, you will receive a letter from COPFCU informing you that your Courtesy Pay limit has been suspended and additional items will be returned.

What does my Courtesy Pay cost? There is no additional cost associated with Courtesy Pay unless you use it. You will be charged our paid item Courtesy Pay Fee for each overdrawn item created by check, debit card, or other electronic means paid under the limit and resulting in an account balance of -\$5.00 or less. For example, 3 paid items in one day will result in 3 paid item Courtesy Pay fees (assuming the first paid item results in balance of -\$5.00 or less). To help you manage your account, the total fees you have paid for items (both paid and returned) during the current month and for the year-to-date will be reflected on your monthly checking account statement.

What are some of the ways I can access my Courtesy Pay limit? Will my limit be reflected in the balance I receive?

The chart below shows the different ways you can access your Courtesy Pay limit and indicates whether this limit will be reflected in the balance provided.

Access Point	Is my \$500 ODP limit available?	Does the balance given reflect my ODP limit?
Teller	No	No
Check	Yes	N/A
Debit Card Purchase	Yes, if you elect this.	N/A
ATM Withdrawal	No	No
ACH Auto Debit	Yes	N/A
Bank-by-Phone	No	No
Online/Mobile Banking	No	No

How soon can I use my Courtesy Pay? If you are a new account-holder age 18+ with one of the eligible checking accounts, you may be able to use the Courtesy Pay service 30-60 days after the account is opened (the exact timing depends on the date your account was opened), as long as your account does not have a negative balance on the 1st of the month following account-opening and you are in "good standing" as defined herein.

What are some other ways I can cover overdrafts at COPFCU? The best way to avoid overdrafts and fees is to keep track of your account balance by reconciling your checking account regularly (subtracting all outstanding items from your current available balance) and managing your finances responsibly. However, if a mistake occurs, COPFCU offers additional ways to cover overdrafts in addition to Courtesy Pay.

Ways to Cover Overdrafts at COPFCU	Associated Fees
Good account management	\$0
Transfers made by you in Online Banking, Mobile Banking or Bank-by-Phone systems	\$0
Automated system transfer from Savings, Money Market, etc., to cover an overdraft	See Fee Schedule
Courtesy Pay	See Fee Schedule

What if I don't want to have Courtesy Pay on my checking account? If you would like to have this service removed from your account, please call us.

COURTESY PAY POLICY

An insufficient balance can result from several events, such as (1) the payment of checks, electronic funds transfers or other withdrawal requests; (2) payments authorized by you; (3) the return of unpaid items deposited by you; (4) credit union service fees; or (5) the deposit of items which, according to the credit union's Funds Availability Policy, are treated as not yet available or finally paid. We are not obligated to pay any item presented for payment if your account does not contain sufficient funds.

As long as you maintain your account in "good standing," we may approve your overdraft items within your current available Courtesy Pay limit as a non-contractual courtesy. For Courtesy Pay consideration, your account is in "good standing" if you (1) make sufficient deposits to bring your account to a positive end-of-day balance at least once every 30 calendar days (including the payment of all credit union fees and charges); (2) avoid excessive overdrafts suggesting the use of Courtesy Pay as a continuing line of credit; (3) are not currently dormant; (4) are not currently delinquent on any loan or credit card with us; and (5) there are no legal orders, levies or liens against your account.

In the normal course of business, we generally pay electronic transactions first and then checks in the order in which they are presented. We reserve the right to change the order of payment without notice to you if we suspect fraud or possible illegal activity affecting your account. Also, please be aware that the order of item payment may create multiple overdraft items during a single banking day for which you will be charged our paid item Courtesy Pay fee for each overdraft item. Refer to COPFCU's Fee Schedule for current fees.

You may opt out of the Courtesy Pay privilege at any time, but you are responsible for any overdrawn balances at the time of opting out. Normally, we will not approve an overdraft for you in excess of the predetermined amount assigned to your account type. So as not to exceed your limit, please note that the amount of the overdraft plus the credit union's paid item Courtesy Pay fee for each paid item will be deducted from your Courtesy Pay limit.

We may refuse to pay an overdraft item at any time even though we may have previously paid overdrafts for you. For example, we typically do not pay overdraft items if your account is not in good standing as defined above, or if based upon our review of your account management, we determine that you have too many overdrafts or are using Courtesy Pay as a regular line of credit. You will be charged a returned item NSF fee for each item.

You will be notified by email, through online banking or by mail of any non-sufficient items paid or returned that you may have; however, we have no obligation to notify you before we pay or return any item. The amount of any overdraft including our paid item Courtesy Pay fee and/or returned item NSF fee that you owe us shall be due and payable upon demand, but if no demand is made, no later than 30 calendar days after the creation of the overdraft. If there is an overdraft on an account with more than one owner on the signature card, each owner and agent, if applicable, shall be jointly and severally liable for all overdrafts inclusive of fees.

Courtesy Pay should not be viewed as an encouragement to overdraw your account. To avoid fees, we encourage you to keep track of your account balance by entering all items in your check register, reconciling your checkbook regularly, and managing your finances responsibly. Your account information is available to you 24 hours a day, 7 days a week by using any of our free services such as Online Banking, Mobile Banking and Bank-by-Phone. If you would like to have this service removed from your account, please call (513)381-2677 or (800)810-0221.

Please note that your Courtesy Pay limit may be available for covering overdrafts created at the Teller window or through a POS transaction, but will not be available for covering overdrafts provided at the ATM, through Online Banking, or our Bank-by-Phone system. The limit will not be included in the balance provided during an inquiry.

LIMITATIONS: Courtesy Pay is a non-contractual courtesy that is available to individually/jointly owned accounts in good standing for personal or household use. Cincinnati Police Federal Credit Union reserves the right to limit participation to one account per household and to suspend, revoke, or discontinue this service without prior notice.

TRUTH-IN-SAVINGS DISCLOSURE

Effective June 1, 2025

This information is current as of the date noted above and is subject to change without notice.

SHARE SAVINGS

Minimum Balance requirements - You must deposit \$5 to open this account. A minimum daily balance of \$50.00 is required in order to earn the stated APY for the dividend period. If the minimum daily balance is not met, you will not earn the stated Annual Percentage Yield.

Rate Information - See separate Deposit Rates below. Your dividend rate and annual percentage yield may change at any time determined by our Board of Directors. Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period.

Balance Computation Method - We use the daily balance method to calculate dividends on your account. This method applies a daily periodic rate to the collected principal in the account each day.

Compounding and Crediting - The Dividend Period is the period of time at the end of which an account earns dividend credit. Dividends on your account will be compounded monthly and credited to your account monthly. The Dividend Period begins on the first calendar day of the period and ends on the last calendar day of the period. If you close your share account before dividends are credited, you will not receive accrued dividends.

Accrual of Dividends on Deposits Other than Cash - Dividends will begin to accrue on non-cash deposits (e.g. checks) on the business day you make the deposit to your account.

Transaction Limitations This account is limited to no more than six (6) preauthorized, automatic, or telephone transfers may be made from these accounts to another account of yours or to a third party in any month, and no more than three (3) of these six (6) transfers may be by check, draft, or debit card to a third party. If you exceed these limitations, your account may be subject to a fee or be closed.

MONEY MARKET SAVINGS

Minimum Balance Requirements - You must deposit \$2,000.00 to open this account. A minimum daily balance of \$50.00 is required in order to earn the stated APY for the dividend period. If the minimum daily balance is not met, you will not earn the stated Annual Percentage Yield.

Rate Information - See separate Deposit Rates below. If the balance falls below \$2000.00 your dividend rate will be the same as our Regular Share Account. See separate Deposit Rate sheet. Your dividend rate and annual percentage yield may change at any time determined by our Board of Directors. The dividends and Annual Percentage yields are the prospective rates and yields that the Credit Union anticipates paying for the applicable dividend period. Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period.

Balance Computation Method - We use the daily balance method to calculate dividends on your account. This method applies a daily periodic rate to the collected principal in the account each day.

Compounding and Crediting - The Dividend Period is the period of time at the end of which an account earns dividend credit. Dividends on your account will be compounded monthly and credited to your account monthly. The Dividend Period begins on the first calendar day of the period and ends on the last calendar day of the period. If you close your money market account before dividends are credited, you will not receive accrued dividends.

Accrual of Dividends on Deposits Other than Cash - Dividends will begin to accrue on non-cash deposits (e.g. checks) on the business day you make the deposit to your account.

Transaction Limitations This account is limited to no more than six (6) preauthorized, automatic, or telephone transfers may be made from these accounts to another account of yours or to a third party in any month, and no more than three (3) of these six (6) transfers may be by check, draft, or debit card to a third party. If you exceed these limitations, your account may be subject to a fee or be closed.

CERTIFICATES

Minimum Balance Requirements - You must deposit \$1,000.00 to open this account. You must maintain a minimum balance of \$1,000.00 in your account every day to obtain the annual percentage yield.

Rate Information - See separate Deposit Rates below. The annual percentage yield assumes dividends remain on deposit until maturity. Any payment of dividends to you prior to maturity will reduce your earnings. Dividends for your account will be compounded monthly. Dividends will be paid/credited monthly. Dividends will begin to accrue on non-cash deposits (e.g. checks) on the business day you make the deposit to your account.

Balance Computation Method - We use the daily balance method to calculate the dividend on your account. This method applies a daily periodic rate to the principal in the account each day.

Transaction Limitations - After the account is opened, you may not make deposits or withdrawals from the account until the maturity date.

Early Withdrawal Penalty - If you withdraw any principal before the maturity date, your account will be assessed a penalty that is equal to all dividends that could have been earned during a period equal to one half of the term. If the penalty to be applied exceeds the amount of dividends earned at the time of withdrawal, then the portion of the penalty in excess of the dividend earned shall be deducted from the principal amount in determining the redemption value.

Renewal Policy - The account will automatically renew for the amount then on deposit and for the same term and at the Cincinnati Police Federal Credit Union's prevailing dividend rate for such type of deposit and term. You have a grace period of ten (10) calendar days after the maturity date to withdraw the funds without being charged a penalty. If you choose to withdraw the funds during the original or any subsequent grace period, no dividend will be paid during the respective grace period.

Y12 CERTIFICATES

Minimum Balance Requirements - You must deposit \$250.00 to open this account. You must maintain a minimum balance of \$250.00 in your account every day to obtain the annual percentage yield. One account per member with a maximum of \$1,000.00. Member must be under the age of 15 years old to qualify.

Rate Information - See separate Deposit Rates below. Dividends for your account will be compounded monthly. Dividends will be paid/credited monthly to the Primary Savings Account. Dividends will begin to accrue on non-cash deposits (e.g. checks) on the business day you make the deposit to your account.

Balance Computation Method - We use the daily balance method to calculate the dividend on your account. This method applies a daily periodic rate to the principal in the account each day.

Transaction Limitations - After the account is opened, you may not make deposits or withdrawals from the account until the maturity date.

Early Withdrawal Penalty - If you withdraw any principal before the maturity date, your account will be assessed a penalty that is equal to all dividends that could have been earned during a period equal to one half of the term. If the penalty to be applied exceeds the amount of dividends earned at the time of withdrawal, then the portion of the penalty in excess of the dividend earned shall be deducted from the principal amount in determining the redemption value.

Renewal Policy - At Maturity the balance of the account will automatically transfer to the primary share account.

CHECKING

SIMPLY CHECKING

Minimum Balance Requirements - You must deposit \$25.00 to open this account. There is no minimum balance requirement for this account.

Rate Information - This is a non-dividend bearing account.

50+ INTEREST CHECKING

General Requirements - At least one signer on the account must be age 50 or older.

Minimum Balance Requirements - You must deposit \$25.00 to open this account. There is no minimum balance requirement for this account.

Rate Information - See separate Deposit Rates below. The Annual Percentage Yield is a percentage that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. Your dividend rate and annual percentage yield may change at any time determined by our Board of Directors. The dividends and Annual Percentage Yields are the prospective rates and yields that the Credit Union anticipates paying for the applicable dividend period. Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period.

Balance Computation Method - We use the daily balance method to calculate dividends on your account. This method applies a daily periodic rate to the collected principal in the account each day.

Compounding and Crediting - The Dividend Period is the period of time at the end of which an account earns dividend credit. Dividends on your account will be compounded monthly and credited to your account monthly. The Dividend Period begins on the first calendar day of the period and ends on the last calendar day of the period. If you close your 50+ Interest Checking account before dividends are credited, you will not receive accrued dividends.

Accrual of Dividends on Deposits Other than Cash - Dividends will begin to accrue on non-cash deposits (e.g. checks) on the business day you make the deposit to your account.

SECURE + INTEREST CHECKING

Minimum Balance Requirements - You must deposit \$25.00 to open this account. You must maintain a minimum balance of \$1,500.00 in your account every day to obtain the annual percentage yield. A minimum daily balance of \$5,000.00 is required to avoid a monthly service charge.

Rate Information - See separate Deposit Rates below. The Annual Percentage Yield is a percentage that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. Your dividend rate and Annual Percentage Yield may change at any time determined by our Board of Directors. The dividends and Annual Percentage Yields are the prospective rates and yields that the Credit Union anticipates paying for the applicable dividend period. Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period.

Balance Computation Method - We use the daily balance method to calculate dividends on your account. This method applies a daily periodic rate to the collected principal in the account each day.

Compounding and Crediting - The Dividend Period is the period of time at the end of which an account earns dividend credit. Dividends on your account will be compounded monthly and credited to your account monthly. The Dividend Period begins on the first calendar day of the period and ends on the last calendar day of the period. If you close your Secure Plus Interest Checking account before dividends are credited, you will not receive accrued dividends.

Accrual of Dividends on Deposits Other than Cash - Dividends will begin to accrue on non-cash deposits (e.g. checks) on the business day you make the deposit to your account.

Service Charges - See separate fee schedule for monthly service charge.

SECURE CHECKING

Minimum Balance Requirements - You must deposit \$25.00 to open this account. There is no minimum balance requirement for this account.

Rate Information - This is a non-dividend bearing account.

Service Charges - See separate fee schedule for monthly service charge.

SECOND CHANCE CHECKING

Minimum Balance Requirements - You must deposit \$25.00 to open this account. There is no minimum balance requirement for this account.

Rate Information - This is a non-dividend bearing account.

Service Charges - See separate fee schedule for monthly service charge.

SIMPLY BUSINESS CHECKING

Minimum Balance Requirements - You must deposit \$25.00 to open this account. There is no minimum balance requirement for this account.

Rate Information - This is a non-dividend bearing account.

Transaction Limitations - This account includes 1,000 free transactions (debits and credits).

ELITE BUSINESS INTEREST CHECKING

Minimum Balance Requirements - You must deposit \$25.00 to open this account. A minimum daily balance of \$5,000.00 is required to avoid a monthly service charge.

Rate Information - See separate Deposit Rates below. The Annual Percentage Yield is a percentage that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. Your dividend rate and Annual Percentage Yield may change at any time determined by our Board of Directors. The dividends and Annual Percentage Yields are the prospective rates and yields that the Credit Union anticipates paying for the applicable dividend

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

Balance Computation Method - We use the daily balance method to calculate dividends on your account. This method applies a daily periodic rate to the collected principal in the account each day.

Compounding and Crediting - The Dividend Period is the period of time at the end of which an account earns dividend credit. Dividends on your account will be compounded monthly and credited to your account monthly. The Dividend Period begins on the first calendar day of the period and ends on the last calendar day of the period. If you close your Elite Business Interest Checking account before dividends are credited, you will not receive accrued dividends.

Accrual of Dividends on Deposits Other than Cash - Dividends will begin to accrue on non-cash deposits (e.g. checks) on the business day you make the deposit to your account.

Service Charges - See separate fee schedule for monthly service charge.

HSA CHECKING

Minimum Balance Requirements - You must deposit \$25.00 to open this account. A minimum daily balance of \$50.00 is required in order to earn the stated APY for the dividend period. If the minimum daily balance is not met, you will not earn the stated Annual Percentage Yield.

Rate Information - See separate Deposit Rates below. The Annual Percentage Yield is a percentage that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. Your dividend rate and annual percentage yield may change at any time determined by our Board of Directors. The dividends and Annual Percentage Yields are the prospective rates and yields that the Credit Union anticipates paying for the applicable dividend period. Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period.

Balance Computation Method - We use the daily balance method to calculate dividends on your account. This method applies a daily periodic rate to the collected principal in the account each day.

Compounding and Crediting - The Dividend Period is the period of time at the end of which an account earns dividend credit. Dividends on your account will be compounded monthly and credited to your account monthly. The Dividend Period begins on the first calendar day of the period and ends on the last calendar day of the period. If you close your HSA Checking account before dividends are credited, you will not receive accrued dividends.

Accrual of Dividends on Deposits Other than Cash - Dividends will begin to accrue on non-cash deposits (e.g. checks) on the business day you make the deposit to your account.

IRA SHARES

Rate Information - See separate Deposit Rates below. The Annual Percentage Yield is a percentage that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. Your dividend rate and annual percentage yield may change at any time determined by our Board of Directors. The dividends and Annual Percentage Yields are the prospective rates and yields that the Credit Union anticipates paying for the applicable dividend period. Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period.

Balance Computation Method - We use the daily balance method to calculate dividends on your account. This method applies a periodic rate to the average daily balance in the account for the period.

Compounding and Crediting - The Dividend Period is the period of time at the end of which an account earns dividend credit. Dividends on your account will be compounded monthly and credited to your account monthly. The Dividend Period begins on the first calendar day of the period and ends on the last calendar day of the period. If you close your IRA Share account before dividends are credited, you will not receive accrued dividends.

Accrual of Dividends on Deposits Other than Cash - Dividends will begin to accrue on non-cash deposits (e.g. checks) on the business day you make the deposit to your account.

Transaction Limitations - This account is limited to no more than six (6) preauthorized, automatic, or telephone transfers may be made from these accounts to another account of yours or to a third party in any month, and no more than three (3) of these six (6) transfers may be by check, draft, or debit card to a third party. If you exceed these limitations, your account may be subject to a fee or be closed.

DEPOSIT RATES

Effective June 1, 2025

Share & IRA Savings Rates

Account	APY	Rate
Share Savings	0.05%	0.05%
IRA Savings	0.10%	0.10%

Money Market Rates*

Balance	APY	Rate
\$2,000 - \$9,999.99	1.95%	1.93%
\$10,000 - \$24,999.99	2.00%	1.98%
\$25,000 - \$49,999.99	2.05%	2.03%
\$50,000 - \$99,999.99	2.10%	2.08%
\$100,000+	2.15%	2.13%

*Rates bonuses up to 0.25% are available through the Rewards Plus program.

Certificate Rates – Share, IRA and HSA Certificates*

Term	Min. Deposit	APY	Rate
3 Month	\$1,000	3.00%	2.960%
6 Month	\$1,000	3.50%	3.445%
9 Month	\$1,000	3.50%	3.445%
1 Year	\$1,000	3.70%	3.638%
18 Month	\$1,000	3.70%	3.638%
2 Year	\$1,000	3.50%	3.445%
30 Month	\$1,000	3.50%	3.445%
3 Year	\$1,000	3.50%	3.445%
4 Year	\$1,000	3.50%	3.445%
5 Year	\$1,000	3.50%	3.445%
Y-12 Youth	\$250	5.00%	4.888%

*Rates bonuses up to 0.25% are available through the Rewards Plus program.

Checking Rates

Account	APY	Rate
50+ Interest Checking	0.05%	0.05%
Secure + Interest		
Balance: \$0 - \$1,499.99	0.05%	0.05%
Balance: \$1,500+	0.15%	0.15%

Business Checking Rates

Account	APY	Rate
Elite Business Interest Checking		
Balance: \$0 - \$4,999.99	0.05%	0.05%
Balance: \$5,000+	0.15%	0.15%

HSA Checking Rates

Balance	APY	Rate
\$50 - \$499.99	0.05%	0.05%
\$500 - \$2,49.99	0.05%	0.05%
\$2,500 - \$9,999.99	0.10%	0.10%
\$10,000+	0.15%	0.15%

FEE SCHEDULE

Effective April 1, 2025

Personal Checking Accounts

Secure + Interest Checking	\$11.95 per month Waived with daily balance of \$5,000
Secure Checking	\$6.95 per month
Second Chance Checking	\$9.95 per month
50+ Interest Checking	Free
Simply Checking	Free
Courtesy Pay / Overdraft / NSF Fee*	\$27 ea.
Stop Payment Fee	\$10 ea.
Check Copy Printed	\$2 ea.
Check Cashing Fee – Simply/Basic	\$1 ea.
Check Cashing Fee - Nonmember	\$10 ea.

ATM / Debit Cards

Card Replacement Fee	\$15 ea.
Foreign Transaction Fee	1% of the transaction
Emergency Replacement Fee	\$40
ATM Withdrawals	
- Basic Rewards Plus Status	6 Free ATM transactions per month then \$1.50 ea.
- Silver Rewards Plus Status	8 Free ATM transactions per month then \$1.50 ea.
- Gold Rewards Plus Status	10 Free ATM transactions per month then \$1.50 ea.
- Platinum Rewards Plus Status	15 Free ATM transactions per month then \$1.50 ea.

Certificate / IRA Fees

Certificate Early Withdrawal Penalty	1/2 the interest CD would have earned
IRA Premature Distribution Fee	10% penalty plus reportable to IRS

Misc Service Fees

Account Closing Fee	Within 90-days of opening \$15
Account Reconciliation / Research	\$20 flat fee plus \$20 per hour
Automated Transfer Fee	\$2 ea.
Deposited Item Returned Fee	\$10 ea.
Member Deposited Item Returned Fee	\$27 ea.
Inactive/Dormant (after 12 months)	\$10 ea.
Bad Address Fee	\$3 per month
Statements	Free
Statement Reprint	\$3.50 ea.
Money Orders	\$5
Cashier's Checks	\$5
Notary Fee for Nonmembers	\$5
Misc. Requested Copies	\$1 per page

Wire Fees

Domestic Outgoing Wire	\$25 ea.
Domestic Incoming wire	\$20 ea.
International Outgoing Wire	\$50 ea.
International Incoming Wire	\$20 ea.

Business Accounts

Simply Business Checking	Free
Elite Business Interest Checking	\$10 per month Waived with daily balance of \$5,000+

Visa Credit Cards

Annual Fee	None
Balance Transfer Fee	3% of the transfer (\$5 minimum)
Card Replacement Fee	\$15 ea.
Card Replacement Fee - Emergency	\$40 ea.
Cash Advance Fee	\$5 ea.
Foreign Transaction Fee	1% of the transaction
Late Payment	\$30
Returned Payment	\$25

Loans

Application Fees:	
- Home Equity	\$300
- Unsecured	\$30
- Quick Loan	\$50
- Secured Loan	\$125
First Mortgage Fees	Call for current schedule.
Late Payment	\$30
Returned Payment	\$25
Overdraft Line of Credit Annual Fee	\$25
Subordination Fee	\$150
Home Equity Refinance Fee	\$150 if currently at COPFCU






Welcome to Secure Checking!

Benefits Service Disclosure

Please review this document for information about some of the features of **Secure Checking**, including complete details regarding access to all the benefits¹.

- **IDPROTECT® – Identity Theft Monitoring and Resolution Service¹** for you and your joint account owner includes:
 - **Single Bureau Credit File Monitoring*** – Daily credit file monitoring and automated alerts of key changes to your Equifax credit report.
 - **Identity Monitoring*** – Monitoring of more than 1,000 databases and public records to identify suspicious activity, including credit header information, phone records, United States Postal Service records, and more. A risk rating is generated with each monthly scan and if your scan reflects a high-risk score, you will be notified.
 - **Credit Report*** – Ability to request a single bureau report every six months or upon opening an identity theft resolution case.
 - **Credit Score^{2*}** – Ability to request a single bureau score every month.
 - **Credit Score Simulator^{2*}** – Use the Score Simulator to see how different actions, such as increasing card limits, or paying off a loan, will impact your VantageScore.
 - **Credit Score Tracker** – Receive valuable insight into your credit score^{2,3}
 - **Up to \$10,000 Identity Theft Expense Reimbursement Coverage⁴** – To cover expenses associated with restoring your identity.
 - **Fully Managed Identity Theft Resolution Services** – Access to a dedicated fraud specialist assigned to manage your case until your identity is restored.
 - **Debit and Credit Card Registration*** – Register your credit, debit and ATM cards and have peace of mind knowing you can call one toll-free number to cancel and request replacement cards should your cards become lost or stolen.
 - **Dark Web Monitoring*** – Monitor your personal information on the dark web and receive alerts when your personal information is exposed.
 - **High Risk Transactions Monitoring*** – Receive alerts if your identity is used for account management changes or other high risk transactions.
- **Cell Phone Protection⁴** – Receive up to \$600 of replacement or repair costs if your cell phone is stolen or damaged, in the U.S. and abroad. \$50 deductible applies. Up to two claims and maximum of \$1,000 per eligible account, per twelve-month period. Covers up to four phones on a cell phone bill. **Need to file a claim? Call 1-866-210-0361**
- **Debit Advantage® – Buyer's Protection⁴ and Extended Warranty⁴** – *(Item(s) must be purchased entirely with this account for coverage.) Need to file a claim? Call 1-866-210-0361*

Accessing Your Benefits!

-  Within five (5) days of account opening, the primary account holder will receive an email from Support@ClubChecking.com confirming activation of the credit file monitoring service provided with Secure Checking account along with instructions on how to go online to [complete registration](#) and access all the benefits and features of Secure Checking account. Joint Account Holder(s) see reverse for instructions on how to access to benefits.
-  Once registration is complete, accessing your benefits will be easy – online at copfcu.ClubChecking.com or with the Club Checking Mobile App! Mobile app instructions will be available online.
-  Call the Benefits Service Center at 1-866-210-0361 for questions related to any of the benefits and services listed above.

Thank you for allowing us to serve your financial needs. We appreciate your trust in us. If you have any questions regarding your Secure Checking account or the benefits listed above, please contact COPFCU at 513-381-2677 or 1-800-810-0221.

Please refer to the Terms & Conditions of Secure Checking account on the next page for complete details regarding activation and access to the benefits and services, including important disclosures.

TERMS AND CONDITIONS:

¹ **Eligibility:** Benefits are available to personal checking account owner(s), and their joint account owners subject to the terms and conditions for the applicable Benefits. Some Benefits require authentication, registration and/or activation. Benefits are not available to a “signer” on the account who is not an account owner or to businesses, clubs, trusts, organizations and/or churches and their members, or schools and their employees/students.

Access to Benefits:

Primary Account Holder: Within five (5) days of account opening date, you will receive an email from Support@ClubChecking.com confirming activation of the credit file monitoring features along with instructions on how to go online and complete registration and access all the benefits and features. To receive notifications regarding your benefits, an active and unique email address must be on file.

Joint Account Holder(s): Go to copfcu.clubchecking.com using Access Code [REDACTED] to register and access benefits.

Features:

• IDProtect® - Identity Theft Monitoring and Resolution Service¹:

Monitoring Services:

- **Credit File Monitoring** – Daily credit file monitoring and automated alerts of key changes to your Equifax credit report.

ACTIVATION: (Primary Account Holder) Credit file monitoring will be turned on for Primary Account Holder only within five (5) days of account opening, provided Primary Account Holder is 18 years of age or older and information has been verified by the Credit Reporting Agency (CRA). If credit file monitoring has been activated, credit alerts will be sent to the email address provided at the time of account opening. **A unique email address must be on file to receive alerts.** Primary Account Holder will need to go online and complete registration and to view credit alert details. Mobile credit alerts may be activated at that time. **Mobile fees may apply. If you do not want Credit File Monitoring activated, please contact the Benefits Service Center at 1-866-210-0361. Credit File Monitoring will not be turned on for Joint Account Holder(s). Joint Account Holder(s) will go to copfcu.clubchecking.com using Access Code [REDACTED] to register and activate monitoring.**

WRITTEN INSTRUCTIONS/DISCLOSURE: Under the FACT Act amendments to the Fair Credit Reporting Act, you are entitled to one free annual credit report from each of the three major credit reporting companies in a 12-month period. You authorize the administrator of this Program (Econocheck; “ECC”) and Equifax (“CRA”), to use your personal information to activate the Credit File Monitoring (“CFM”) services. You understand that in accordance with the Fair Credit Reporting Act, you are authorizing and providing “written instructions” under the Fair Credit Reporting Act to ECC and CRA (and each of their affiliates), to obtain your credit information from your personal credit file maintained by one or more of three nationwide credit reporting agencies and you hereby authorize ECC and CRA (and each of their affiliates) to access your personal credit information in order to (i) confirm your identity and (ii) provide your credit data and the CFM services (credit report, credit score, credit file monitoring) to you related to your use and enjoyment of the service.

- **Identity Monitoring*** – Monitoring of more than 1,000 databases and public records to identify suspicious activity, including credit header information, phone records, United States Postal Service records, and more. A Risk Score rating is generated with your initial scan and if your scan reflects a high-risk score, you will be notified.
ACTIVATION: Registration is required to activate this benefit and a phone number must be on file to receive notice of elevated Risk Score. You will need to go online to activate and view your Risk Score.
- **Credit Report*** – Ability to request a single bureau report every six months or upon opening an identity theft resolution case.
- **Credit Score²*** – Ability to request a single bureau score every month.
- **Credit Score Simulator^{2,*}** – Use the Score Simulator to see how different actions, such as increasing card limits, or paying off a loan, will impact your VantageScore.
- **Credit Score Tracker** – Receive valuable insight into your credit score^{2,3}
- **Up to \$10,000 Identity Theft Expense Reimbursement Coverage⁴** – To cover expenses associated with restoring your identity.
- **Fully Managed Identity Theft Resolution Services** – Access to a dedicated fraud specialist assigned to manage your case until your identity is restored.
- **Debit and Credit Card Registration*** – Register your credit, debit and ATM cards and have peace of mind knowing you can call one toll-free number to cancel and request replacement cards should your cards become lost or stolen.
- **Dark Web Monitoring*** – Monitor your personal information on the dark web and receive alerts when your personal information is exposed.
- **High Risk Transactions Monitoring*** – Receive alerts if your identity is used for account management changes or other high risk transactions.
- **Cell Phone Protection⁴** – Receive up to \$600 of replacement or repair costs if your cell phone is stolen or damaged, in the U.S. and abroad. \$50 deductible applies. Up to two claims and maximum of \$1,000 per twelve month period. Covers up to four phones on a cell phone telephone bill. **Need to file a claim? Call 1-866-210-0361**
- **Debit Advantage®** – Buyer’s Protection⁴ and Extended Warranty⁴ (Item(s) must be purchased entirely with your Secure Checking account.) **Need to file a claim? Call 1-866-210-0361.**

* Registration/activation required

² You will have access to your credit report and score provided your information has been verified by the CRA. Credit score is a VantageScore 3.0 based on Equifax data. Third parties may use a different type of credit score to assess your creditworthiness. Once you have activated credit file monitoring, you may request your credit score. Once you have done so, you will have access to your score on a monthly basis.

³ Credit Score Tracker: Once credit file monitoring has been activated and you have requested your first credit score, you may request a new credit score each month to be plotted on your Credit Score Tracker graph. Monthly email notifications will be sent to let you know when your new score is available.

⁴ Special Program Notes: The descriptions herein are summaries only and do not include all terms, conditions and exclusions of the Benefits described. Please refer to the actual Guide to Benefit and/or insurance documents for complete details of coverage and exclusions. Coverage is provided through the company named in the Guide to Benefit or on the certificate of insurance. Guide to Benefit and insurance documents can be found online at copfcu.clubchecking.com or through the Club Checking mobile app. **Insurance Products are not insured by the NCUA or any Federal Government Agency; not a deposit or guaranteed by the credit union or any credit union affiliate.**






Welcome to Secure Plus Checking!

Benefits Service Disclosure

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- **IDPROTECT® – Identity Theft Monitoring and Resolution Service¹** for you and your joint account owner includes:
 - **Single Bureau Credit File Monitoring*** – Daily credit file monitoring and automated alerts of key changes to your Equifax credit report.
 - **Identity Monitoring*** – Monitoring of more than 1,000 databases and public records to identify suspicious activity, including credit header information, phone records, United States Postal Service records, and more. A risk rating is generated with each monthly scan and if your scan reflects a high-risk score, you will be notified.
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- **Cell Phone Protection⁴** – Receive up to \$600 of replacement or repair costs if your cell phone is stolen or damaged, in the U.S. and abroad. \$50 deductible applies. Up to two claims and maximum of \$1,000 per eligible account, per twelve-month period. Covers up to four phones on a cell phone bill. **Need to file a claim? Call 1-866-210-0361**
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Accessing Your Benefits!

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-  Once registration is complete, accessing your benefits will be easy – online at copfcu.ClubChecking.com or with the Club Checking Mobile App! Mobile app instructions will be available online.
-  Call the Benefits Service Center at 1-866-210-0361 for questions related to any of the benefits and services listed above.

Thank you for allowing us to serve your financial needs. We appreciate your trust in us. If you have any questions regarding your Secure Plus Checking account or the benefits listed above, please contact COPFCU at 513-381-2677 or 1-800-810-0221.

Please refer to the Terms & Conditions of Secure Plus Checking account on the next page for complete details regarding activation and access to the benefits and services, including important disclosures.

TERMS AND CONDITIONS:

¹ **Eligibility:** Benefits are available to personal checking account owner(s), and their joint account owners subject to the terms and conditions for the applicable Benefits. Some Benefits require authentication, registration and/or activation. Benefits are not available to a “signer” on the account who is not an account owner or to businesses, clubs, trusts, organizations and/or churches and their members, or schools and their employees/students.

Access to Benefits:

Primary Account Holder: Within five (5) days of account opening date, you will receive an email from Support@ClubChecking.com confirming activation of the credit file monitoring features along with instructions on how to go online and complete registration and access all the benefits and features. To receive notifications regarding your benefits, an active and unique email address must be on file.

Joint Account Holder(s): Go to copfcu.clubchecking.com using Access Code [REDACTED] to register and access benefits.

Features:

• IDProtect® - Identity Theft Monitoring and Resolution Service¹:

Monitoring Services:

- **Credit File Monitoring** – Daily credit file monitoring and automated alerts of key changes to your Equifax credit report.

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- **Identity Monitoring*** – Monitoring of more than 1,000 databases and public records to identify suspicious activity, including credit header information, phone records, United States Postal Service records, and more. A Risk Score rating is generated with your initial scan and if your scan reflects a high-risk score, you will be notified.
ACTIVATION: Registration is required to activate this benefit and a phone number must be on file to receive notice of elevated Risk Score. You will need to go online to activate and view your Risk Score.
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- **Cell Phone Protection⁴** – Receive up to \$600 of replacement or repair costs if your cell phone is stolen or damaged, in the U.S. and abroad. \$50 deductible applies. Up to two claims and maximum of \$1,000 per twelve month period. Covers up to four phones on a cell phone telephone bill. **Need to file a claim? Call 1-866-210-0361**
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³ Credit Score Tracker: Once credit file monitoring has been activated and you have requested your first credit score, you may request a new credit score each month to be plotted on your Credit Score Tracker graph. Monthly email notifications will be sent to let you know when your new score is available.

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