

MEMBERSHIP AGREEMENT AND DISCLOSURES

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Online Banking Agreement and Disclosure

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MEMBERSHIP AND ACCOUNT AGREEMENT

This Agreement covers your rights and responsibilities concerning your accounts and the rights and responsibilities of Vantage West 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.

ARBITRATION, CLASS ACTION WAIVER, AND JURY TRIAL WAIVER – THIS ACCOUNT AGREEMENT CONTAINS AN ARBITRATION CLAUSE, A CLASS ACTION WAIVER, AND A JURY TRIAL WAIVER. IT IS IMPORTANT THAT YOU READ THOSE CLAUSES CAREFULLY BEFORE CONSENTING TO THIS ACCOUNT AGREEMENT. They are in Section 35 and 39 of this Account Agreement.

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. Unless otherwise stated on the Account Card or documented through the Credit Union's online application and authentication process, a joint account includes 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 - We may require any account established by a minor to be a joint account with an owner who has reached the age of majority under state law and who shall be 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 without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. 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 clearinghouse (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, such as wire transfers, will be subject to such provisions of the Uniform Commercial Code 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 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 Fee Schedule. We may change the Truth-in-Savings Disclosure or Fee Schedule 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. We may charge a fee each time an item is submitted or resubmitted for payment; therefore, you may be assessed more than one fee as a result of a returned item and resubmission(s) of the returned item. You understand and agree a transaction you authorized (including, but not limited to, a

check or electronic funds transfer) may be presented or submitted to us multiple times and you could be charged multiple fees if we return or reject the transaction multiple times.

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, recurring debit card transactions, and other transactions made using your checking account, except as otherwise described below; (2) automatic bill payments; (3) and ACH transactions or other electronic 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 Fee Schedule.

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 in check number order.
- **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 (thus reducing your actual balance and your available balance) 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. These transactions include online purchases and other transactions where you are not asked to enter your PIN at the time of the transaction. 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. This may also be the case where 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. The transaction will be subsequently processed by the merchant and submitted to us for payment. If the transaction settles and posts to your account at a time when the available balance is insufficient to pay the transaction without causing an overdraft (i.e., posting the transaction results in an available balance of less than \$0), we 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 Fee Schedule. 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 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. Pending transactions and holds placed on your account may reduce your available balance and may cause your account to become overdrawn regardless of your actual balance. In such cases, subsequent posting of the pending transactions may further overdraw your account and be subject to additional fees. You should assume that any item which would overdraw your account based on your available balance may create an overdraft. You may check your available balance online at vantagewest.org, at an ATM, by visiting a credit union branch or by calling us at 1-800-888-7882.

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 any check or draft drawn on the owner's account. The request to stop payment may be made by telephone, internet access service, PhoneBank, by mail, or in person. 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.

Stop payment orders for preauthorized debit transactions from your account are governed by Regulation E. Please refer to the Electronic Fund Transfers Agreement and Disclosure for rules regarding stop payments on preauthorized debit transactions.

b. Duration of Order. Verbal stop payment orders for checks or drafts, placed over the telephone, will lapse within 14 calendar days unless confirmed in writing within that time. Written stop payment orders for checks or drafts are effective for six (6) months; with the understanding and agreement that stop payment orders placed by internet access services or PhoneBank will be considered to be "written stop payment orders" under this Agreement and applicable law, just as though they bore your signature when requested. If you want your stop payment order to be valid thereafter, you must renew a stop payment order before the expiration of this six (6) month period. Each renewal is treated as a new stop payment order. We are not required to notify you when a stop payment order expires.

c. Liability. Fees for stop payment orders are set forth in the Truth-in-Savings Disclosure or Fee Schedule. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You have the burden of establishing the fact and amount of loss resulting from the payment of an item 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 an item, as well as claims of any joint account owner or of any payee or endorsee for failing to stop payment of an item as a result of incorrect information provided by you.

17. 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, clearinghouse 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.

18. 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. You agree we have the right to require the presenter to provide appropriate identification as a condition of cashing a check or draft drawn on your account. Further, if the presenter is a nonmember, you agree we have the right to charge the nonmember, as a condition of cashing the check or draft, a nonmember check cashing fee. You understand and agree that a nonmember seeking to cash a check drawn on your account retains the ability to deposit the check with their own financial institution which would result in your check being presented to us through normal check processing channels.

19. 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.

20. 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.

21. 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.

22. 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; (4) explained in our Privacy Policy; or (5) you give us written permission.

23. NOTICES

a. Name or Address Changes. You are responsible for notifying us of any name or address change (including change of email address). 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 Fee Schedule.

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.

24. 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.

25. 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 e-mail address shown in our records.

26. 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 Fee Schedule. 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.

27. 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.

28. TERMINATION OF ACCOUNT - We may terminate your account at any time without notice to you. In addition, under the following circumstances we may terminate your account 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. GOVERNING LAW - This Agreement is governed by the following, as amended from time to time: the Credit Union's bylaws; local clearinghouse and other payment system rules; federal laws and regulations, including applicable principles of contract law; and the laws and regulations of the state of Arizona. 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.

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

36. 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.

37. 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.

38. 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 PO Box 15115 Tucson, AZ 85708, by email to info@vantagewest.org, via phone at (800) 888-7882 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. The contacts will be concise and limited in frequency as required by law. You will have an opportunity to opt-out of such communications at the time of delivery.

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

Agreement to Arbitrate Disputes.

Either you or we may elect, without the other's consent, to require that any dispute between us concerning your accounts and the services related to your accounts be resolved by binding arbitration, except for those disputes specifically excluded below.

No Class Action or Joinder of Parties.

YOU ACKNOWLEDGE THAT YOU AND WE AGREE THAT NO CLASS ACTION, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY, MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED. Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction), whether or not the claim may have been assigned.

Disputes Covered by Arbitration.

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

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

Disputes Excluded from Arbitration.

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

Commencing an Arbitration.

The arbitration must be filed with one of the following neutral arbitration forums and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association ("AAA") or JAMS. If you initiate the arbitration, you must notify us in writing at: P.O. Box 15115, Tucson, AZ 85708.

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

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

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

The arbitration shall be conducted in the same city as the U.S. District Court closest to the branch your account was opened unless the parties agree to a different location in writing.

Administration of Arbitration.

The arbitration shall be decided by a single, neutral arbitrator. The arbitrator will be either a lawyer with at least ten years' experience or a retired or former judge selected in accordance with the rules of the arbitration forum. For AAA, the arbitration will be conducted in accordance with the AAA Consumer Due Process Protocol in concert with the AAA Consumer Arbitration Rules in effect on the date the arbitration is filed. For JAMS, the arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules & Procedures in effect on the date the arbitration is filed. If there is a conflict between a particular provision of the AAA or JAMS Rules and this arbitration provision and/or this agreement, this arbitration provision and this agreement will control. If JAMS or the AAA is unable or unwilling to handle the claim for any reason, then the matter shall be arbitrated by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA). The neutral arbitrator selected by the parties or the court shall apply the Federal Rules of Evidence and the Federal Rules of Procedure concerning discovery, except that the above class action waiver is specifically enforceable notwithstanding any Federal Rule of Procedure to the contrary.

You understand and agree that the applicable rules and procedures in arbitration may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect customer account information and other confidential information if requested to do so by you or by us. The arbitrator shall decide the dispute in accordance with applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, will honor claims of privilege recognized at law, and will be empowered to award any damages or other relief provided for under applicable law. The arbitrator will not have the power to award relief to, or against, any person who is not a party to the arbitration. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute. You or we may choose to have a hearing and be represented by counsel. The

decision rendered by the arbitrator shall be in writing. At your or our request, the arbitrator shall issue a written, reasoned decision following applicable law and relief granted must be relief that could be granted by a court under applicable law. Judgment on the arbitration award may be entered by any court of competent jurisdiction.

Costs.

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

Right to Resort to Provisional Remedies Preserved.

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

Arbitration Award.

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

Governing Law.

You and we agree that our relationship includes transactions involving interstate commerce and that this arbitration provision is governed by, and enforceable under, the Federal Arbitration Act. To the extent state law is applicable, the laws of the State of Arizona shall apply.

Severability, Survival.

This arbitration provision shall survive (a) termination or changes to your accounts or any related services; (b) the bankruptcy of any party; and (c) the transfer or assignment of your accounts or any related services. If any portion of this arbitration provision is deemed invalid or unenforceable, the remainder of this arbitration provision shall remain in force. No portion of this arbitration provision may be amended, severed, or waived absent a written agreement between you and us.

Applicability.

This arbitration provision shall not apply where applicable law provides cannot be subject to arbitration, such as a covered transaction under the Military Lending Act if you are on active duty military service or a spouse or dependent of a person who is on active duty military service, a claim relating to rights under the Servicemembers Civil Relief Act, or a dispute arising from a consumer credit transaction secured by a dwelling, like a mortgage or HELOC.

Right to Reject this Arbitration Provision.

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

Agreement to this arbitration provision:

1. If you agree to be bound this arbitration provision, then no action is needed on your part.
2. If you take no action, then effective immediately your accounts will be bound by this arbitration provision.

Rejection of this arbitration provision:

1. If you do not agree to be bound by this arbitration provision, you must send us notice via U.S. Mail or e-mail that you reject this arbitration provision within 30 days of becoming a new member, in accordance with the following instructions:
 - a. Your notice must include: your name, as listed on your account, your account number, and a statement that you reject this arbitration provision, and;
 - b. You must send your written notice to us at the following address or e-mail address: P.O. Box 15115, Tucson, AZ 85708 or VWCUArbitrationOptOutNotice@vantagewest.org

FUNDS AVAILABILITY POLICY DISCLOSURE

This Disclosure describes your ability to withdraw funds at Vantage West Credit Union. It only applies to the availability of funds in transaction accounts. The Credit Union reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed in this policy. Please ask us if you have a question about which accounts are affected by this policy.

1. GENERAL POLICY — 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 close of business 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 the close of business or on a business day we are not open, we will consider that the deposit was made on the next business day we are open.

2. RESERVATION OF RIGHT TO HOLD — 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. Funds may not be available until the second business day after the day of your deposit. However, the first \$225.00 of your deposit will 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 mail you the notice (or electronic deliver the notice if you have agreed to electronic notices) by the next business 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.

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

4. LONGER DELAYS MAY APPLY — We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525.00 on any one (1) day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of communications or computer equipment.

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.

5. SPECIAL RULES FOR NEW ACCOUNTS — If you are a new member, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the same business day that we receive your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525.00 will be available on the seventh business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525.00 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the seventh business day after the day of your deposit.

6. DEPOSITS AT AUTOMATED TELLER MACHINES (ATMs) - We may delay the availability of funds from deposits at ATMs as follows:

Proprietary ATMs – Funds from deposits (checks or drafts) made at an ATM that we own or operate will be available by the second business day after the date of your deposit. However, the first \$225.00 of the deposit and funds from U.S. Treasury checks that are deposited to the account of the named payee will be available on the first business day following the day we receive your deposit. All ATMs that we own or operate are identified as our machines.

Non-Proprietary ATMs – Funds from any deposits (cash or checks or drafts) made at an ATM that we do not own or operate will not be available until the fifth business day after the date of your deposit.

7. FOREIGN CHECKS — Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this Disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institution upon which it is drawn.

8. NIGHT DEPOSITORY RECEPTACLES - The Night Depository Receptacles are opened and deposits removed every business day which we are open. Not all branches have the same business hours. Therefore, Night Depository Receptacles deposits made after the time specified on the drop box or depository will not be considered received until the next business day.

9. MOBILE CHECK DEPOSITS - The availability of funds from check images deposited to your account using a mobile device are not governed by this disclosure. Please refer to the Mobile Deposit Service Agreement and Disclosure for funds availability of check images deposited using a mobile device.

ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE

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 Vantage West 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, checking, and Premium Share 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. ATM Card. If approved, you may use your card and personal identification number (PIN) in automated teller machines (ATMs) of the Credit Union, STAR and PLUS® 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 Fee Schedule.

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

- Make deposits to your savings, checking, and Premium Share accounts.
- Withdraw funds from your savings, checking, and Premium Share accounts.
- Transfer funds from your savings, checking, and Premium Share accounts.
- Obtain balance information for your savings, checking, Premium Share, Visa, and Line of Credit accounts.
- Make loan payments from your savings, checking, and Premium Share 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 STAR and PLUS network logo(s).
- Make payments to your Line of Credit, Visa and loan accounts.

The following limitations on 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 \$1,500.00 in any one (1) day, if there are sufficient available 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 \$3,000.00 from POS terminals per day, if there are sufficient available funds in your account.
- Accounts established less than 90 day may purchase up to a maximum of \$2,000.00 from POS terminals per day, if there are sufficient available 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. Visa Checking Card/Debit Card. If approved, you may use your Visa® card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of 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 Fee Schedule.

For other types of transactions, if the available 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, STAR and PLUS 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, checking, and Premium Share accounts.
- Withdraw funds from your savings, checking, and Premium Share accounts.
- Transfer funds from your savings, checking, and Premium Share accounts.
- Obtain balance information for your savings, checking, Premium Share, Visa, and Line of Credit accounts.
- Make loan payments from your savings, checking, and Premium Share accounts.
- Access your Line of Credit, Visa and Loan accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Visa.
- Order goods or services online or by mail or telephone from places that accept Visa.
- Make loan payments to your Line of Credit, Visa and loan accounts.

The following limitations on Visa Checking Card/Debit Card transactions may apply:

- There is no limit on the number of Visa Checking Card/Debit Card purchases you make per day.
- Purchase amounts are limited to the amount in your account.
- You may purchase products or services online up to a maximum of \$10,000.00 per day, if there are sufficient available funds in your account.
- 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 \$1,500.00 in any one (1) day from an ATM machine, if there are sufficient available funds in your account.
- You may purchase up to a maximum of \$3,000.00 from POS terminals per day, if there are sufficient available funds in your account.
- Accounts established less than 90 days may purchase products or services online up to a maximum of \$2,000.00 per day, if there are sufficient available funds in your account.
- Accounts established less than 90 days may purchase up to a maximum of \$2,000.00 from POS terminals per day, if there are sufficient available 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. PhoneBank. If we approve PhoneBank 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 PhoneBank to:

- 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 loan payments from your savings and checking accounts.
- Access your Line of Credit, Visa Line of Credit and Home Equity Line of Credit account.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on savings, checking, and Premium Share accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Obtain loan balance, payment amount, due date, loan payoffs, and available credit.
- Make loan payments to your Line of Credit, Visa and loan accounts.

Your accounts can be accessed under PhoneBank via a touch-tone telephone only. PhoneBank 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 PhoneBank 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 available 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. 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.

d. 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 Premium Share 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.

e. 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.

f. 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 Premium Share accounts.
- Transfer funds from your savings, checking, and Premium Share accounts.
- Obtain balance information for your savings, checking, loan, certificate, Premium Share, Visa, and Line of Credit accounts.
- Make loan payments from your savings, checking, and Premium Share accounts.
- Access your Line of Credit, Visa Line of Credit and Home Equity Line of Credit accounts.
- Determine if a particular item has cleared or is pending.
- Verify dates and amounts of deposits and withdrawals.
- Make bill payments to preauthorized creditors.
- Obtain copies of cleared checks.
- Obtain transaction history information.
- P2P transfer, see separate terms and conditions.

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 available 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.

g. 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:

- Make check deposits to your savings, checking, and Premium Share accounts.
- Transfer funds from your savings, checking, and Premium Share accounts.
- Obtain balance information for your savings, checking, loan, certificate, Premium Share, Visa, and Line of Credit accounts.
- Make loan payments from your savings, checking, and Premium Share accounts.
- Access your Line of Credit, Visa Line of Credit, and Home Equity Line of Credit accounts.
- Determine if a particular item has cleared or is pending.
- Verify dates and amounts of deposits and withdrawals.
- Make bill payments to preauthorized creditors.
- Obtain copies of cleared checks.
- Obtain transaction history information.
- P2P transfer, see separate terms and conditions.

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 available funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. 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.

h. Bill Payment. The Bill Payment Service permits you to use your personal computer or mobile device to direct payments from your designated online Bill Payment Account to third parties you wish to pay. All payments you make will be deducted from the checking account that you designate as your Bill Payment Account for the Bill Payment Service. To avoid a fee funds must be available (collected funds) in your Bill Payment Account on the scheduled payment date. If the funds are not available, the scheduled payment will be posted to the designated account. This may draw your account negative and a fee may be charged. If the date you schedule a payment to be initiated falls on a non-business day (Saturday, Sunday or holiday), funds must be available in your Bill Payment Account the following business day (e.g. Monday).

After funds are withdrawn from your Bill Payment Account to make a payment, we may make the payment either by transferring funds electronically to the payee or by mailing the payee a check. We cannot guarantee the time that any payment will be credited to your account by the vendor.

The following limitations on Bill Payment transactions may apply:

- There is no limit on the number of bill payments per day.
- The maximum amount of bill payments each day is \$5,000.00 single item and \$7,500.00 daily, if there are sufficient available funds in your account.

2. TRANSFER LIMITATIONS — None.

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.

Visa. Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable transaction date, which rate may vary from the rate Visa itself receives, or the rate mandated by the government or governing body in effect for the applicable transaction date. The exchange rate used on the transaction date may differ from the rate that would have been used on the processing date or cardholder statement posting date.

A fee of 1.00% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all multiple currency foreign transactions, including purchases, cash withdrawals and credits to your account. A fee of 1.00% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all single currency foreign transactions, including purchases, cash withdrawals and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates. 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, checking, and Premium Share 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 Fee Schedule 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 (referred to as a foreign ATM), 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). You further understand that foreign ATMs refers to ATMs that are not owned and operated by us.

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.

TELL US AT ONCE if you believe your card 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 authority, 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). If a transaction was made with your card or card number without your permission and was a Visa transaction, you will have no liability for the transaction, unless you were fraudulent or negligent in the handling of your account or card.

For all other EFT transactions involving your card or access code, including if you were negligent in the handling of your account or card, your liability for an unauthorized transaction 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 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:

(520) 298-7882
(800) 888-7882 (Outside of Tucson)

or write to:

Vantage West Credit Union
PO Box 15115
Tucson, AZ 85708

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, 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 (520) 298-7882 or (800) 888-7882 (Outside of Tucson). 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);
- In accordance with our Privacy Policy;

- 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 Friday, 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, the available balance in your account is insufficient 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 your card is damaged or blocked.
- 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, checking, and Premium Share 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:

(520) 298-7882
(800) 888-7882 (Outside of Tucson)

or write to:

Vantage West Credit Union
PO Box 15115
Tucson, AZ 85708

- 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 ten (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 not 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.

NOTE: If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit as described above.

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 Arizona, 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.



E-Signature and Electronic Disclosures Agreement

This E-Signature and Electronic Disclosures Agreement applies to all communications, documents, disclosures and electronic signatures related to the products, services and accounts offered or accessible through this application process for all applicants, co-applicants and other individuals listed on any application or form including beneficiaries and authorized users, if applicable.

Agreement to Conduct Transactions by Electronic Means

You agree to conduct the transactions offered through this application process by electronic means and acknowledge that all documents, disclosures, forms and other information related to such transactions will be provided to you through a web-based electronic interface or email. You further agree that all transactions completed through this application process will result in valid and legally binding agreements. You also agree that you have adequate access to a computer with sufficient internet connectivity to conduct these transactions online and access the electronically provided documents. You represent and warrant that the email address provided belongs to you, is valid and accurate, and that you will update your email address with us immediately if it becomes invalid or inaccurate.

Agreement to Use Electronic Signatures

You specifically agree that any electronic signatures that you provide through this account application process are valid and enforceable as your legal signature. You acknowledge that these electronic signatures will legally bind you to the terms and conditions contained in the related documents just as if you had physically signed the same documents with a pen.

Agreement to Receive Disclosures Electronically

You agree to receive all legal and regulatory disclosures and other communications associated with any of the applications or transactions available through this online application process through electronic means including this web-based electronic interface and email. If you do not agree, you will not be able to conduct the anticipated transactions or applications online and should contact the Credit Union regarding alternate options (such as visiting a branch) that would permit you to obtain paper disclosures and communications.

Consent to Contact

If you have provided us your mobile phone number, we have your permission to contact you at this number about your Vantage West Credit Union accounts. Your consent allows us to use text messaging, artificial or pre-recorded voice messages and automatic dialing technology for informational and account service calls but not for telemarketing or sales calls unless you have consented. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us any time to revoke your consent.

Availability of Printed Copies

You may obtain printed copies of any of the agreements, disclosures or other related documents by signing into your account, downloading the documents and printing them from your computer or you can request printed copies by calling 520.298.7882 or 800.888.7882 and speaking to a Member Service Representative.

PRIVACY POLICY

Rev. 11/2024

FACTS

WHAT DOES VANTAGE WEST CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

	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.
	The types of personal information we collect, and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> Social Security number and credit card or other debt Credit history and payment history Transaction history and transaction or loss history
	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 Vantage West Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Vantage West Credit Union share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or to report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	Yes
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 our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

To limit our sharing	<ul style="list-style-type: none"> Call 520-298-7882 or toll-free 800-888-7882 or Mail the form below <p>Please note: If you are a <i>new</i> member, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our member, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>
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	Call 520-298-7882 or toll-free 800-888-7882
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X-----Detach and mail form below. Retain Disclosure above for your records. -----

Mail-in Form			
	Mark any/all you want to limit: <input type="checkbox"/> Do not allow for our marketing purposes.		
	Name		Mail to: Vantage West Credit Union PO Box 15115 Tucson, AZ 85708
	Address		
	City, State Zip		
	Account #		

Who we are

Who is providing this notice?	Vantage West Credit Union
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What we do

How does Vantage West Credit Union 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 Vantage West Credit Union 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 provide employment information • Apply for financing or give us your wage statements • Show us your driver's license <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 purposes – 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>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

Definitions

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Vantage West Credit Union has no affiliates.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Vantage West Credit Union does not share with our nonaffiliates so they can market to you.</i>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Our joint marketing partners include Financial Advisors, Insurance Agencies, Investment Partners, Securities Broker Dealer, and other Financial Service Companies.</i>

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Terms of the Vantage West Credit Union Member Conduct Policy

The purpose of this Policy is to protect both Employees and Members of the Credit Union from abusive and/or disruptive behavior. This Policy addresses unacceptable Member conduct and extends to any Member who seeks services, whether directly or indirectly through the Credit Union.

In the event that any member of Vantage West Credit Union shall engage in any type of unacceptable conduct, the Security and Fraud Officer is hereby authorized to impose sanctions against any member who engages in any type of unacceptable conduct.

If a Member engages in unacceptable conduct, the Security and Fraud Officer and/or designated alternate is authorized to impose any of the following sanctions:

1. Denial of all services other than the right to maintain a dividend bearing Regular Share Account and the right to vote at annual meetings;
2. Denial of services which involve personal contact with Credit Union Employees;
3. Denial of access to Credit Union premises.
4. Expulsion from Membership; or
5. Taking any other action that is not expressly precluded by the Arizona Revised Statutes or Vantage West Credit Union Bylaws.

For purposes of this policy, abusive or disruptive behavior includes but is not limited to the following:

1. Harassment of any kind (e.g., Sexual, Racial, or Ethnic in Nature);
2. Making graphic or degrading comments about an individual or his/her appearance;
3. Making false, vicious, or malicious statements about any Credit Union Employee or the Credit Union and its services, operations, policies, practices, or management;
4. Cursing or other abusive vulgar language directed towards a Credit Union Member or Employee;
5. Bringing or possessing firearms or weapons or any hazardous or dangerous device on Credit Union premises;
6. Possessing, selling, using or being under the influence of an unlawful or unauthorized substance on Credit Union premises;
7. Attempting to coerce or interfere with a Credit Union Employee in the performance of their duties at any time;
8. Conducting or attempting to conduct or engage in any fraudulent, dishonest, or deceptive activity of any kind involving Credit Union Employees or Credit Union services;
9. Any posting, defacing, or removal of notices or signs on Credit Union premises;
10. Appropriating or misappropriating Credit Union funds, property, or other material proprietary to the Credit Union;
11. Deliberately or repeatedly violating security (physical or logical security) procedures or safety rules; or
12. Engaging in any other act which endangers the safety, health, or wellbeing of another person or which is of sufficient magnitude that causes disruption of business at the Credit Union.
13. Causing a loss which includes any action that could result in negative financial or reputational impact to the Credit Union.

This list is not exhaustive and is used only as an example of the types of behavior that may be considered as “abusive” or “disruptive” as defined in this Policy.

What You Need to Know about Standard Overdrafts and Overdraft Fees

An overdraft occurs when the available balance in your account is insufficient to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways:

1. We have standard overdraft practices that come with your account.
2. We also offer separate overdraft protection plans, such as a link to a savings account, a line of credit, or a credit card which may be less expensive than our standard overdraft practices. To learn more, ask us about these plans.

This notice explains our standard overdraft practices.

What are the standard overdraft practices that come with my account?

We do authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number
- Automatic bill payments (set up using ACH), recurring debit card transactions, and similar transactions

We will not authorize and pay overdrafts for the following types of transactions, unless otherwise requested by the Member:

- ATM transactions
- Everyday debit card transactions

We may pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be declined.

What fees will I be charged if Vantage West Credit Union pays my overdraft?

Under our standard overdraft practices:

- We will charge a fee of up to **\$29** each time we pay an overdraft, which is calculated as follows:
 - A fee of \$29.00 per item if the resulting negative available account balance is more than \$29.00.
- There is a limit of 6 fees we can charge you for overdrawing your account per business day.
- The total of the negative balance and discretionary overdraft privilege fees must be paid within 30 days.

What if I want Vantage West Credit Union to authorize and pay overdrafts on my ATM and everyday debit card transactions?

If you also want us to authorize and pay overdrafts on ATM and everyday debit card transactions, please call us at **520.298.7882** or **800.888.7882**, or complete the opt-in form below and either mail it to: **Vantage West Credit Union, P.O. Box 15115, Tucson, AZ 85708-0115** or present it at any branch.

 I do not want Vantage West Credit Union to authorize and pay overdrafts on my ATM and everyday debit card transactions.

I want Vantage West Credit Union to authorize and pay overdrafts on my ATM and everyday debit card transactions.

Printed Name: _____ Signature: _____

Account Number: _____ Suffix: _____ Date: _____

Discretionary Overdraft Privilege Disclosure

It is the policy of Vantage West Credit Union to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards.

The Membership Agreement and Disclosures provided to you at the time you opened your account with us, as amended from time to time, controls the duties, obligations and rights of the member, the joint owners and Vantage West Credit Union with regard to your checking account. The Membership Agreement and Disclosures (and all amendments thereto) and its terms shall control any possible conflict, if any, between any provision of this Discretionary Overdraft Privilege Disclosure and the Membership Agreement and Disclosures. A copy of the Membership Agreement and Disclosures is available to you upon request from any Vantage West branch or through our Member Information Center.

Overdraft Privilege is not a line of credit. However, if you inadvertently overdraw your account, we will have the discretion to pay the overdraft, subject to the limit of your Overdraft Privilege, after first subtracting the amount of the overdraft fee(s). Vantage West Credit Union is not obligated to pay any item presented for payment if the available balance in your account is insufficient to cover a transaction. Any discretionary payment by Vantage West Credit Union of an overdraft item does not obligate Vantage West Credit Union to pay any other overdraft item or to provide prior notice of its decision to refuse to pay such item. Overdrafts may be created by checks, debit card purchases, ATM withdrawals, and automated payments or by other electronic means. Checking accounts that are eligible for Overdraft Privilege are automatically enrolled for checks, recurring debit card transactions, ACH transactions, and other electronic transactions.

Discretionary Overdraft Privilege should not be viewed as an encouragement to overdraw your account. We encourage you to manage your account responsibly to avoid fees.

Overdrafts. An overdraft occurs, and an overdraft fee is charged, when the **available balance** in your account is insufficient to cover transactions you have made, but we pay the transaction(s) on your behalf.

Non-Eligible Account Types. Discretionary Overdraft Privilege is not available to restrictive accounts including, but not limited to, minor, legal status, certain fiduciary and restricted accounts.

Opt In. Overdraft Privilege is a voluntary service and Vantage West Credit Union will not pay overdrafts for ATM or everyday debit card transaction unless you have opted in to the payment of these overdraft types. If you opt in for coverage, you are able to revoke your consent at any time.

Accounts in Good Standing. Pursuant to Vantage West Credit Union's commitment to always provide you with the best level of service, now and in the future, if your account is maintained in good standing, which includes but is not limited to:

- A) Bringing your account balance to a positive balance within a thirty (30) day period;
- B) Not being in default on any loan or other obligation to Vantage West Credit Union; and
- C) Not being subject to any legal or administrative order or levy.

Vantage West Credit Union will have the discretion to pay overdrafts within your Overdraft Privilege limit. Remember, payment by Vantage West Credit Union is a discretionary courtesy and not a right of the member

or an obligation of Vantage West Credit Union. Vantage West Credit Union reserves the right to revoke Overdraft Privileges at any time without prior notification and to deny the payment of any transaction.

Nonsufficient Funds Fees and Represented Transactions. A non-sufficient funds (NSF) fee will be assessed for each returned item (as set forth in our Fee Schedule). If an item is returned multiple times, you will be assessed multiple NSF fees. You may be charged an Overdraft Privilege, Overdraft Protection, or NSF fee, as applicable, each time a transaction is presented for payment and the available balance is insufficient, even if the transaction was previously rejected and a fee was previously charged. For example, a transaction you authorize (such as a check or an ACH debit) may be presented or submitted for payment multiple times and we will determine whether or not the available balance is sufficient to pay the transaction each time it is presented or submitted. This means you could be charged multiple fees (including multiple NSF fees or a combination of multiple NSF fees and an Overdraft Privilege or Overdraft Protection fee) for one transaction that you authorized. It is the merchant (or other individual or entity), not the Credit Union, that determines when and through which payment channel to present or submit a transaction against your account (and whether to re-present or resubmit a transaction that was previously rejected). An Overdraft Privilege Exceeded fee (as set forth in our Fee Schedule) will be assessed each time a card transaction is authorized against available Overdraft Privilege, but there is not enough available Overdraft Privilege to cover the transaction when it posts to the account.

Limits. A daily comprehensive evaluation of your account will determine your Overdraft Privilege limit. Your limit can vary each day and is based on, but not limited to, the following criteria:

- Age of account
- Deposit amounts
- Overdraft activity
- Deposit regularity
- Status of credit union loans
- Open CashPlease loan

Checking Account Balance. Your checking account has two kinds of balances: the “actual” balance and the “available” balance. You can review both balances when you review your account online, at an ATM, by phone, by mobile app, or at a branch. It is important to understand how the two balances work so that you know how much money is in your account at any given time. The actual balance and available balance may differ as the available balance may be reflective of any pending ATM or debit card transactions that have not posted to the account or due to check holds. Transactions will be processed against the available balance in the account at the time of processing and we use the available balance when determining whether a transaction will cause your account to overdraw and for charging overdraft fees.

Your Available Balance is the amount of money in your account that is available to you to use without incurring an overdraft fee. The available balance takes into account things like holds placed on deposits and pending transactions (such as pending debit card purchases) that the Credit Union has authorized but that have not yet posted to your account.

Your Actual Balance is the amount of money that is actually in your account at any given time. It reflects transactions that have “posted” to your account, but it does not include transactions that have been authorized and are pending. While it may seem that the actual balance is the most up-to-date display of the funds that you can spend from your account, this is not always the case. Your account may have purchases, holds, fees, other charges, or deposits made on your account that have not yet posted and, therefore, will not appear in your actual balance.

It is very important to understand that you may still overdraw your account even though the available balance appears to show there are sufficient funds to cover a transaction that you want to make. This is because your available balance may not reflect all your outstanding checks and automatic bill payments that you have authorized (or other outstanding transactions) that have not yet posted to your account.

How Transactions are posted to your account. Transactions will be processed against the available balance in the account at the time of processing. The actual balance and available balance may differ as the available balance may be reflective of any pending ATM or debit card transactions that have not posted to the account or due to check holds. Transactions may not be processed in the order in which they occurred and the order in which transactions are received and processed may impact the total amount of fees incurred. There are many ways transactions are presented for payment by merchants and we are not necessarily in control of when transactions are received. We may receive multiple deposit and withdrawal transactions on your account in many different forms throughout each business day. This means you may be charged more than one fee if we pay multiple transactions when your account is overdrawn. There is a limit of 6 fees per business day that we can charge you for overdrawing your account.

If you overdraw your account. Each item that overdraws your checking account will be charged an Overdraft Privilege Fee as described in the Fee Schedule. There is a limit of 6 fees per business day that we can charge you for overdrawing your account. The total of the discretionary Overdraft Privilege (negative) balance, including any and all non-sufficient funds/overdraft and other fees and charges is due and payable upon demand, and the member and each joint owner will continue to be liable, jointly and severally, for all such amounts, as described in the Membership Agreement and Disclosures with a maximum repayment period of 30 days. Your next deposit will be used to repay the amount of the overdraft and the overdraft fee(s). If the account is not brought current within the allotted time frame, Vantage West Credit Union, at our discretion, can reduce your limit (including to \$0) or revoke the Overdraft Privilege from the account. In addition, failure to pay can also result in checking account closure.

Again, while Vantage West Credit Union will have the discretion to pay overdrafts on accounts in good standing (as described above), any such payment is a discretionary courtesy and not a right of the member or an obligation of Vantage West Credit Union. Vantage West Credit Union may, in its sole and absolute discretion, cease paying overdrafts at any time without prior notice of reason or cause.

Opt Out. You may opt out of the Overdraft Privilege at any time by contacting our Member Information Center at 520.298.7882 or toll free at 800.888.7882. You can also opt out online at www.vantagewest.org.

Other Options. Overdraft Protection is available through automatic overdraft transfers from accounts you designate, such as savings, VISA or a line of credit if the available balance in your checking account is insufficient to cover a transaction. Using Online Banking or our Mobile App to keep tabs on your account can also help you avoid overdrafts.



Program Terms & Conditions

Description of the Program

- a. The rewards program ("Program") is a service provided by Vantage West Credit Union/Bank ("Sponsor") and managed by ampliFI Loyalty Solutions, LLC ("Administrator").
- b. Participation in the Program is exclusive to those who have a current debit/credit card issued by the Sponsor ("Rewards Card"). These individuals are defined as ("Cardholders" or "you").
- c. The Sponsor reserves the right to disqualify any Cardholder from participation in the Program and invalidate all Points for abuse, fraud, or any violation of the Program terms and conditions. The Sponsor may make such a determination in its sole discretion.
- d. Rewards will be based on purchases and calculated as points ("Points") and credited to the Cardholder(s)'s account with Sponsor.
- e. The rewards program is void where prohibited by federal, state, or local law.
- f. The Sponsor and the Administrator are not responsible for typographical errors and/or omissions in any Program document.
- g. The Sponsor and the Administrator reserve the right to change the terms and conditions as well as the Points required for a reward within the rewards Program. At the Sponsor's option, redemption of Points may be restricted, limited, expired or canceled at any time without prior notice.
- h. Eligibility in the program is restricted to individuals who have a statement address within the 50 United States, the District of Columbia or any U.S. Possession or Territory.
- i. The Administrator's Privacy Policy is available at the Program's website on the bottom of each page.
- j. The Sponsor and the Administrator, and their respective directors, officers, and employees, make no representations or warranties, either express or implied, including those of merchantability or fitness for a particular purpose, in connection with the Program. Each Cardholder participating in the Program agrees to indemnify and hold harmless the Sponsor and the Administrator, and their respective directors, officers, and employees, from and against any loss, damage, liability, cost, or expense of any kind (including reasonable attorneys' fees) arising from the Cardholder's use of the Program, any fraud or misuse of the Program, a violation of these Terms and Conditions or applicable law or the rights of any third party.

Earnings Points

- a. Cardholders will earn Points for qualified transactions made at participating merchants using their qualified card.
- b. **Vantage West Debit Card** Reward Points accrue at a rate of (1) point for every \$5.00 in qualifying Net Purchases made with your Vantage West Debit Card. Essential Checking does not qualify for rewards therefore any debit card tied to Essential Checking will not accrue any points.
- c. **Vantage West Connect Credit Card** Reward Points accrue at a rate of one (1) point for every \$2.00 in qualifying Net Purchases made with your Vantage West Connect Credit Card. Vantage West Platinum

Visa does not qualify for rewards therefore any credit card tied to Vantage West Platinum Visa will not accrue any points

d. **Visa Signature Connect Rewards Credit Card and Vantage West Signature Rewards Visa** Accrue points at a rate of one and a half (1.5) points for every \$1.00 in qualifying Net Purchases made. Qualifying Dining, Entertainment and Groceries accrue two (2) points for every \$1.00 in qualifying Net Purchases made with your **Visa Signature Connect Rewards Credit Card and Vantage West Signature Rewards Visa** Merchants excluded from groceries two point accelerator include, but not limited to, Walmart, Target and Meijer. Merchant categories code classification is subject to change.

e. **Vantage West Business Credit Card** Reward Points accrue at a rate of one and a half (1.5) points for every \$1.00 in qualifying Net Purchases made with your Vantage West Business Credit Card

f. Points accumulated for other banking relationships, products or services are determined at the sole discretion of the Sponsor

g. Cash Back and Points: Cash Back Rewards are tracked as points and each \$1.00 in Cash Back Rewards earned is equal to 100 points. You may see "Cash Back" in marketing materials when referring to the rewards you earn. You can use your points to redeem for any available reward options, including cash, gift cards, travel, and products or services made available through the program or directly from third party merchants.

h. Point earnings are based on the net retail purchase transaction volume (i.e., purchases less credits, returns and adjustments) charged to the Rewards Card during each day by the Cardholder. Net purchases are rounded to the nearest dollar and are subject to verification. If a transaction is subject to a billing dispute, the Point value of the transaction may be deducted from the Point total during the dispute period. If the transaction is reinstated, Points will be reinstated.

i. Business debit cards are excluded from the program and not eligible to earn points.

j. In the event of fraud, abuse of program privileges or violation of the Program rules (including any attempt to sell, exchange or transfer Points or the instrument exchangeable for Points), the Sponsor reserves the right to cancel the cardholder's membership in the Program.

k. If more than one card has been issued for the same account, the Points earned from each card will automatically be pooled together into one available Point balance.

l. Points may not be combined with any other loyalty/frequency reward program that is not managed by the program's Sponsor.

m. The Sponsor reserves the right to award bonus Points to selected cardholders for any activity or condition it decides.

n. Points are not the property of the cardholder, and cannot be bought, sold or transferred in any way (including upon death or as part of a domestic relations matter).

o. Points are tracked and redeemable on a first-in, first-out basis. Points will expire on the last day of the month, three (3) years after the date of issuance.

p. Administrator and Sponsor reserve the right to adjust Points where necessary to correct any errors or omissions in processing or posting to your account.

q. The Sponsor and the Administrator shall have no liability for disagreements between Cardholders regarding Points. The Sponsor's decisions regarding Point discrepancies shall be final.

Shop & Earn

a. Cardholders can earn additional Points from participating merchants when using their Rewards card for purchases at participating Shop & Earn merchants, both online, in-store and through affiliate offers.

b. Point earnings will vary based upon the merchant. The number of points earned by the cardholder is different for each merchant and the relevant information (or point conversion value) will be available under each offer on the offers wall.

c. Certain special offers on our partner website might require an additional step of activation by cardholders. Cardholders will be eligible for extra bonus points only when they successfully activate the offers before purchasing them. Failing to activate these types of special offers might not result in earning extra bonus points.

d. Cardholders may provide their email address and opt for future Shop & Earn correspondence and notices electronically. Email is the primary method for contacting Cardholders regarding their participation in the Program. It is the Cardholder's responsibility to update or change the email address on file.

e. Shop & Earn offers are updated periodically. There is no limit to the number of times a Cardholder can earn Points for shopping at a Shop & Earn merchant.

f. Rewards Points will be automatically posted to the account associated with the Eligible Card. The Rewards website will display a summary of activity in the Program. Rewards will be posted to your account typically within up to 90 days of the Qualifying Purchase.

Redeeming Points

a. To redeem Points, visit the Program website or call the customer service department. All contact information is listed at the bottom of these Terms and Conditions.

b. To be eligible to redeem Points, the Cardholder's account(s) must be open (meaning not voluntarily closed, canceled or terminated for any reason) and the Rewards Card cannot have any other status preventing authorizations.

c. Points are deducted from the Cardholder's Point balance as soon as they are redeemed. Redemptions are final and may not be canceled or refunded. Administrator and Sponsor reserve the right to adjust Points where necessary to correct any errors or omissions in processing.

d. Points must be redeemed by the Cardholder but can be used to provide a reward for another person of the Cardholder's choice.

e. All eligible Sponsor Credit and Debit Cards under a single membership number will be linked into one Vantage West Rewards account where the various points accrued will be aggregated for redemption under a single "household." This means that all qualifying transactions that earned points will be visible

to all users on the household, regardless of joint status on any specific share. If you do not want to have your cards linked under a single household, contact us at 1- 800-888-7882, via chat, or through a secure message.

f. The Cardholder agrees to release the Sponsor and Administrator, and their vendors, successors, assigns, and agents from all liability for any injury, accident, loss, claim, expense or damages sustained by the Cardholder, associated with a reward or use of rewards while participating in this Program and in the case of a travel reward, anyone traveling with or without the Cardholder, in connection with the receipt, ownership, or use of any reward. The Administrator and the Sponsor shall not be liable for consequential damages, and the sole extent of liability, if at all, shall not exceed the actual value of the reward.

g. The Cardholder is responsible for determining any tax liability arising from participation in the program. Consult a tax advisor concerning tax consequences.

h. Participating merchants and third party service providers are responsible for the quality and performance of any products or services they provide. The Sponsor and the Administrator are not responsible in any way for the products or services provided by participating merchants and third party service providers.

Travel rewards

The Administrator's travel redemption center is able to take care of all travel arrangements ("Travel Services"). They are a full-service agency that can assist with air rewards, hotel, auto, vacation, cruise reservations and other travel related products.

a. General Terms and Conditions related to Travel:

i. For reward redemptions that are included as part of your transaction, the Point balance on your Program account will be decreased by the number of Points used for this transaction.

ii. Payments by credit card will appear on your monthly card statement as "CL *Trip Charges" or as a charge from the applicable travel provider (each, a "Supplier" and collectively, "Suppliers").

iii. To the extent permitted by applicable law, Travel Services may cancel the booking in the event of suspected fraud or a payment charge is disputed with the payment card company and we cannot resolve the dispute with you. In such event the penalties imposed by the Suppliers for such cancellation, as communicated at the time of booking, up to the full amount of each ticket/reservation, will be applied.

iv. If you receive a receipt from the individual Supplier, the amount we charge you may differ from the amount shown on the individual receipt, but the amount we charge you will be the amount you agreed to pay at the time of the transaction. If the amount shown on the receipt given by the individual Supplier is higher, you will not be required to pay the difference and if the amount is lower you will not receive a refund for the difference, which is retained by Loyalty Travel Agency as compensation for services.

v. Inventory and pricing available from Travel Services are presented in real time and reflect what is available to Travel Services at the time of your search. Inventory and/or pricing may change between obtaining your search results and receiving a confirmation of your booking since we do not hold inventory that you have viewed until you actually make a reservation. Note that not all Suppliers make

their inventory available to Travel Services and some inventory may be available only through the call center.

vi. All bookings made by Travel Services shall comply with all applicable U.S. laws, rules and regulations including, without limitation, sanctions issued by the Office of Foreign Assets Control. Such sanctions may prevent Travel Services from offering travel to specific destinations or individuals. To assist Travel Services with its compliance with laws, rules and regulations, Travel Services may ask you for additional information. Any booking made, or in good faith believed to be made, in violation of U.S. law, will be canceled by Travel Services, in its sole discretion, with no liability to you other than to issue a refund, if permitted by law.

vii. Reservations are subject to the rules of each Supplier on your itinerary; some reservations cannot be canceled. Other reservations may incur program fees and/or Supplier cancellation or change fees. Specific cancellation or change fees for your specific itinerary are communicated at the time of booking. Refunds, if permitted, are made after we receive the refund from the Supplier and may take up to 60 days to process and are subject to the policies of the individual Supplier. All refund requests must be submitted within 30 days of the scheduled travel date (for example, airline departure date, hotel check-in date or car rental pick-up date) and any negotiable documents (for example, airline tickets, redeemable certificates or vouchers) issued must be returned to Travel Services prior to processing any refund.

viii. Please note: The cancellation policy communicated to you at the time of booking may differ from the cancellation policy for reservations made directly with the Supplier and the cancellation policy communicated to you at the time of booking will apply.

b. General Travel Information

i. Approved, government issued photo identification is required at check in and must match the full name on the reservation for travel. Due to the Real ID requirements, your driver's license or ID card may not be accepted for travel after certain dates. For the most current information on the Real ID requirements, please visit: <https://www.dhs.gov/real-id>. If this is an international trip, you will need a Passport and you may need a Visa and you may need to satisfy certain health requirements. Passports usually need to be valid for a specified period of time (such as six months) after your scheduled return date. For foreign entry requirements, go to <http://travel.state.gov> or contact the embassy/consulate of the country to which you are traveling, including layover and stopover destinations, to determine entry documentation and other requirements, such as immunizations that you must satisfy, including return entry into the country from which you departed. It is your responsibility to obtain proper travel identification and satisfy all requirements for each location on your itinerary, including layover and stopover destinations. Carriers cannot board any passenger who fail to carry required documents. Some carriers may require you to show the credit card used as payment for your ticket(s).

ii. Minors under the age of 18 who are traveling with only one parent may be required to have additional documentation. Please contact your airline or the embassy/consulate of the country from which you are departing and the country to which you are traveling for additional information.

iii. Travel Services makes no guarantee of the accessibility of any travel item on your itinerary. It is the sole responsibility of the traveler to keep in mind their own unique needs when booking travel.

iv. Travel Services has no special knowledge regarding unsafe conditions, health hazards, weather hazards, or climate extremes at locations to which you may travel. For information concerning possible dangers at international destinations, Travel Services recommends visiting the Travel Advisory Section of the U.S. State Department website at <https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html/>.

v. For medical information, Travel Services recommends contacting the Centers for Disease Control and Prevention at 800-232-4636. For foreign health requirements and dangers, go to <http://www.cdc.gov/travel>.

vi. Travel reservations are subject to the rules of each Supplier on your itinerary which are provided to you at the time of booking. The information and descriptions given about the Suppliers are believed to be accurate, but Travel Services makes no warranty or representation regarding the information and descriptions.

vii. The passenger's ticket(s), when issued, or the electronic reservation, shall constitute the sole contract between the Supplier and the Cardholder and/or passenger. Travel Services shall have no liability for any actions or omissions of the Supplier.

viii. Travel Services shall have no responsibility for any credit or voucher issued by any Supplier, and any questions or issues you may have with respect to such credit or voucher must be addressed directly with the Supplier.

ix. Special requests made to a Supplier are on a request only basis and cannot be guaranteed. Suppliers reserve the right to charge fees and taxes on any item requested that is not included in the booking description, depending on the service request.

x. Upgrades are not permitted on certain itineraries. Please check with the Supplier directly.

xi. Supplier policies are subject to change at any time without notice, but policy changes regarding cancellation and related fees will not apply to travel previously purchased.

xii. Travel Services is not responsible for any lost or damaged luggage.

xiii. Certain Supplier's (e.g., airline, hotel, car rentals) rate types do not permit the issuance of Points or other currency in their loyalty programs. If a rate is eligible to earn Supplier loyalty currency, the name connected to the Supplier's loyalty program must match the traveler listed on the itinerary or the Supplier may invalidate the booking.

c. Hazardous Materials

i. Federal law forbids the carriage of hazardous materials aboard aircraft in your luggage or on your person. A violation can result in five years' imprisonment and penalties of \$250,000 USD or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and radioactive materials. Examples: Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radio-pharmaceuticals.

ii. There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in your luggage and certain smoking materials carried on your person. For further information contact the airline directly.

d. Baggage Fees

i. Baggage policies and fees, for carry on and checked baggage, vary by Supplier. Some Suppliers charge a fee for the first and/or second standard-sized checked bag. Please check with the Supplier for baggage charges, size limitations, weight and other restrictions. Baggage fees may vary depending on whether the travel is Domestic or International. A list of air carriers and their fees for checked baggage can be found at <http://www.airlinebaggagecosts.com>.

e. Destination Taxes

i. Government imposed departure or entry taxes may not be included in ticket taxes. Passengers should be prepared to pay these taxes in cash, in local currency, on location.

f. Airline Terms and Conditions

i. Airline tickets are NON-REFUNDABLE and NON-CHANGEABLE unless permitted by the terms of the fare and, if permitted, are subject to airline rules, airline penalties up to the full amount of each ticket plus, in the case of a changed ticket, fare difference charges, and may also be subject to Program fees. If the ticket is refundable, there may be cancellation fees to refund the ticket. Note: If there is more than one carrier on your itinerary, airline rules, airline penalties and change fees may apply to EACH airline on your itinerary and each change made.

ii. A small number of air carriers may require Travel Services to confirm flight availability when booking. If there is any issue with availability, a travel representative will contact you within 24 hours to make alternate flight arrangements at no additional cost.

iii. In some situations an airline may issue you a credit "in lieu of" a refund according to the fare rules associated with the individual booking. If a credit is issued by an airline, it is held by the airline in the name of the individual who was the passenger of record on the original reservation. This credit can be used towards the payment for the booking of a new trip under the following conditions:

a. The new reservation is in the name of the same passenger as the canceled booking;

b. The new reservation is on the same airline as the original reservation;

c. All travel associated with the new trip must be completed prior to the date specified by the airline which is determined by the fare rules of the original ticket and the original class of service;

d. You are responsible to pay any exchange fees charged by the airline related to the making of a new reservation as well as any additional charges, fees or fare increase;

e. Credit cannot be applied against an existing reservation.

f. If a refund or a credit is not issued by the Supplier, the canceled reservation will have no value for future use.

iv. Airlines may impose additional costs and fees for baggage, meals, beverages and other services. These costs are your sole responsibility.

v. Unused tickets contain no value if not canceled prior to scheduled departure date/time as specified by the airline's fare rules.

- vi. Tickets cannot be reassigned or transferred to a different passenger or airline.
- vii. Flight schedules are subject to change. Travel Services is not responsible for any schedule change(s) or notifying you of such change(s). Please confirm the scheduled departure time(s) on the airlines' websites at least 48 hours prior to departure for domestic flights and at least 72 hours prior to departure for international flights to learn if your flight schedule changed.
- viii. Failure to use any reservations may result in automatic cancellation of all continuing and return reservations. You must advise your carrier if your travel plans change en route.
- ix. Check with each airline regarding its specific boarding and check-in requirements, it is always best to check-in within 24 hours of the flight. Airline flights may be overbooked, and there is a chance that a seat will not be available on a flight for which you have a confirmed reservation. If this occurs, the airline will make alternative arrangements for you.
- x. Turboprop aircraft may exist on your itinerary. Airlines reserve the right to change aircraft equipment without notice to the booking travel agency or the consumer.
- xi. If a code-share flight exists in your itinerary (a flight where two or more airlines share the same flight), passengers must check in with the operating airline on day of departure.
- xii. All tickets will be issued at the time of booking as e-tickets, unless e-tickets are unavailable due to airline restrictions. All paper tickets will be shipped within 48 hours.
- xiii. If your paper ticket(s) is lost, stolen, or destroyed, contact Travel Services immediately for details on how to process your claim. You may need to purchase a new ticket to travel while you are waiting for any permitted refund or credit. You remain responsible for payment due for the lost, stolen, or destroyed ticket(s) unless a refund or credit is issued by the carrier.
- xiv. Advance seat assignments, if available and allowed by airline, are not guaranteed and could be subject to additional fees. Please inquire with the airline about your boarding pass(es).
- xv. Please go to <http://www.dot.gov/office-policy/aviation-policy/aircraft-disinsection-requirements> to learn about the use of insecticides in certain aircraft.
- xvi. For information regarding airline liability limitations, baggage liability and other regulations by the Montreal Convention, and other regulations, please consult your air carrier.
- xvii. More than 6 tickets booked on the exact same flights for the exact same dates, is not permitted. If we determine that you have booked reservations for more than 6 tickets in separate reservations, those reservations are subject to cancellation and will incur applicable cancellation fees in accordance with the airline's individual fare rules.
- xviii. For flights that are destined for, transit through, or depart Canada, passengers may be entitled to certain standards of treatment and compensation under the Air Passenger Protection Regulations, which can be found at <http://www.gazette.gc.ca/rp-pr/p2/2019/2019-05-29/html/sor-dors150-eng.html>. For more information about your passenger rights please contact your air carrier or visit the Canadian Transportation Agency's website at <https://www.otc-cta.gc.ca/>.

g. Hotel Terms and Conditions

i. Hotel rooms are NON-REFUNDABLE and NON-CHANGEABLE unless permitted by the terms of the room/rate description selected at the time of booking. Check the terms carefully before making a hotel reservation for cancellation or change terms and fees. For rooms that are non-refundable, if you change or cancel your reservation at any time, you will still be charged the full reservation amount of room and tax for the entire stay.

ii. If permitted, cancellations or modifications received at any time may be subject to a program fee in addition to any Supplier fees. Such fees will appear on your monthly card statement as "CL *Trip Charges".

iii. Some properties have a minimum age requirement for check-in. Please check with the hotel prior to booking if a minimum age is not indicated in the hotel description.

iv. More than 9 rooms booked at the same hotel during the same dates, even if all the dates are not identical, is not permitted. If we determine that you have booked reservations for more than 9 rooms in separate reservations, those reservations are subject to cancellation and will incur applicable cancellation fees in accordance with the rate description.

v. Hotel room reservations cannot be transferred or reassigned to another traveler and cannot be resold. If we determine that you have transferred or re-sold a reservation, those reservations are subject to cancellation and will incur applicable cancellation fees in accordance with the rate description.

vi. No shows are non-refundable and will result in a forfeiture of all payments made by you in connection with the reservation, without credit due. If you think you may arrive at a hotel late, please contact the hotel directly to arrange for late arrival, if available. Actual times for "late" vary by hotel.

vii. Early check-out from a hotel is not subject to a refund, unless allowed by the Supplier.

viii. Contact Travel Services via the number listed on your itinerary for all cancellation or change requests. Cancellations or changes handled by the hotel directly may result in additional fees and/or the forfeiture of any refund due.

ix. Government issued photo identification is required at check-in and must match the name on the reservation. Some properties have a minimum age requirement for check-in.

x. Policies for children vary by hotel. Please contact the hotel directly to learn whether child benefits are offered and whether there are child restrictions.

xi. Hotel reservations include room and applicable hotel taxes only. Any additional mandatory hotel charges, such as resort fees, and hotel energy surcharges, are payable directly to the hotel. Additionally, any cleaning fees for violating a no-smoking, no pets or other policy and any charges for incidentals that you incur are not included in your reservation rate and must be paid directly to the hotel. Incidental charges may include but are not limited to parking fees, baby-sitting, room service, telephone fees, internet usage fees, in-room movies, mini-bar charges, and gratuities.

xii. Due to hotel Supplier policies applicable to Travel Services' preferred rates, your name may not be provided to the hotel until 24 hours prior to your arrival. Please contact Travel Services directly for any special requests, such as bed type, smoking preferences or in-room amenities. Special requests are subject to hotel availability.

xiii. The hotel will require a major credit card, in the name of one of the guests, or a cash deposit upon check-in.

xiv. Reservations do not include services not specified in the reservation confirmation.

xv. A reasonable attempt will be made to notify guests of hotel renovation or refurbishment if Travel Services knows of the same; however, Travel Services shall not be liable for any failure to provide such notification or for damages that may result from renovation or refurbishment.

h. Car Rental Terms and Conditions

i. Cancellations or modifications received at any time are subject to the Supplier's cancellation policies and cancellation fees which could be up to the full amount of the reservation and may also be subject to a program fee. Such fee will appear on your monthly card statement as "CL *Trip Charges".

ii. No shows are non-refundable and will result in a total forfeiture of any payments made by you in connection with the reservation, without credit due.

iii. The early return of car rentals is not eligible for a refund, regardless of situation or notification from the car rental company.

iv. Any additional taxes, fees and surcharges are subject to change without notice, may vary by location, and may be charged to the customer at pick-up.

v. Rental rates are based on 24-hour periods and may be subject to additional fees depending on time of return, including but not limited to hourly rental charges, which will be billed directly to you by the car rental company. Certain car rentals may have a minimum rental period. Any rentals less than the required minimum days may be charged the minimum rental period.

vi. Advance purchase car rental rates in the United States include unlimited mileage, taxes and fees. Car rental rates outside of the United States may not include unlimited mileage, taxes and fees and these will be assessed by the car rental location directly. Charges are billed directly by the car rental company and rates are subject to change.

vii. Charges for optional services such as insurance waivers, fuel, additional or underage drivers, and special equipment charges, are not included in your rental and must be paid directly to the car rental company.

viii. Travel Services does not guarantee a specific make, model, or color of vehicle no matter what vehicle is reserved.

ix. Geographic and cross border restrictions may apply.

x. Renters must meet the minimum (and maximum, if applicable) age requirement where the car is being rented, have a valid driver's license, major credit card and some Suppliers require a good driving record. Most rental car companies do not accept debit cards. Some Suppliers charge a surcharge for drivers above or below certain ages, which would be paid to the Supplier at the time of pickup. Suppliers reserve the right to deny car rentals for any reason, including past driving records.

xi. Rentals outside the country in which you reside may require an international driver's license or compliance with other local requirements.

xii. One-way rentals may or may not be permitted. If there are additional fees for one-way rentals, when permitted, these fees will not be included in the cost of the reservation. A reasonable attempt to advise of these fees will be made when this information is available to Travel Services.

xiii. Car rentals may not be available for all locations and destinations.

xiv. Local renters and renters driving out of state/country may be subject to additional restrictions.

xv. Car rental rates do not include Collision Damage Waiver insurance and Theft Protection unless specified. Please contact your insurance company if you are unsure whether to accept rental car company insurance at the counter.

i. Activity Terms And Conditions (Applies when booked via the travel redemption center.)

i. Theater tickets and select sightseeing tours are non-refundable once booked.

ii. All other activities are NON-REFUNDABLE and NON-CHANGEABLE unless permitted by the terms of the description. Check the terms carefully before making a reservation for cancellation terms or change fees. For activities that are non-refundable, if you change or cancel your reservation at any time, you will be charged the full reservation amount.

iii. If permitted, cancellations or modifications received at any time may be subject to a program fee in addition to any Supplier fees. Such fees will appear on your monthly card statement as "CL *Trip Charges".

iv. No shows are non-refundable and will result in forfeiture of all payments made by you in connection with the reservation, without credit due.

v. Supplier reserves the right to change, cancel, or modify the date, length, or any inclusions of the activity booked without notice. You should reconfirm the activity booked at least 72 hours prior to the activity date with the Supplier and mention Viator in the process.

vi. If a paper or e-voucher is required, please remember to bring it with you along with a form of Government-issued photo identification. Otherwise, you may be denied admission to the activity.

j. Cruise And Tour Supplier Terms And Conditions

i. Cruise only packages do not include ground transfers. Not all air/sea packages include ground transfers.

ii. Cruise and tour cancellations received at any time may be subject to a Program fee in addition to applicable Supplier fees.

iii. Travel Services is not liable for any flight or other transportation delays that result in a missed cruise or tour departure. If air or transfers are purchased as part of a specific cruise or tour company package, the cruise or tour operator may provide assistance for missed departures.

iv. Travel Services has no control over air arrangements recommended by cruise or tour Suppliers including flight schedules, airlines selected, or whether your flight will be non-stop. Travel Services can assist you with deviations from the Supplier air/cruise package, but cannot guarantee that the Supplier will honor your request. Some Suppliers will not allow air deviations under any circumstances.

v. It is your responsibility to make sure that deposits and final payments are made by the Supplier due date. Until payments are confirmed by the Supplier, price, cabin/room, and availability are subject to change and cancellation.

vi. No shows are non-refundable and will result in a forfeiture of all payments made by you in connection with the reservation, without credit due.

vii. You may have the option to purchase vacation protection insurance offered through the cruise or tour Supplier. If you decline any such vacation protection insurance, you will assume all risk of recovery of your costs and Travel Services will be unable to assist you. Refunds and coverage are subject to the policies of the individual travel insurance provider.

k. Travel Insurance Terms And Conditions

i. Travel insurance is provided by a third party insurer who has no direct affiliation with Travel Services.

ii. If travel insurance is purchased, you will receive an email confirmation, including your policy number and specific details of your policy, within 24 hours of your purchase. Please review your policy details immediately upon receipt for important coverage information.

iii. Travel Insurance will not cover any cancellation fees or standard penalties if your reservation is canceled because your credit card is declined. Refunds and coverage are subject to the policies of the travel insurance provider.

l. Supplier Taxes and Fees (Applies For Transactions That Are Not Points Redemptions Only)

i. In connection with facilitating your transaction, the price paid by you will include a charge for taxes and fees which varies based on a number of factors including, without limitation, the amount paid to the Supplier, the location of the Supplier and your destination. This charge includes an estimated amount for taxes and other fees owed by the Supplier including, without limitation, sales and use tax, occupancy tax, room tax, excise tax, value-added tax and/or other similar taxes. In certain locations, the tax amount may also include government-imposed service fees or other fees required by law to be collected by the Supplier. The actual amount paid to the Supplier for taxes and fees in connection with your reservation may vary from the amount estimated and included in your charges, but the total amount you pay will not vary from the amount quoted.

ii. Suppliers include applicable taxes in the amount billed to Travel Services and Travel Services collects such amount from you and pays all such taxes directly to the Suppliers. Travel Services is not a co-vendor associated with any Supplier. Taxability, the tax rate and the type of applicable taxes vary by location.

iii. For transactions involving Suppliers located within certain jurisdictions, the charge for taxes and fees includes a tax that Travel Services is required to collect and remit to the applicable jurisdiction on amounts retained as compensation for services.

iv. If you book in a location that charges a Goods and Services Tax or similar tax that is refundable to non-residents, Travel Services is unable to facilitate a rebate of such tax.

m. Liability Disclaimers

i. Travel Services acts only as an agent for the Supplier in regard to travel, and assumes no liability for injury, damage, loss, accident, delay or irregularity which may be caused due to a defect in any vehicle, acts of God, war, riots, or by any company or person involved in conveying the passenger or in carrying out travel arrangements.

ii. Travel Services reserves the right to accept minor adjustments in the passenger's travel itinerary made by the Supplier. In the event of Supplier trip cancellation prior to departure, a full refund will constitute a full settlement of all liability.

iii. Travel Services is not responsible for any changes initiated by the passenger with the Supplier.

iv. TRAVEL SERVICES AND ITS AFFILIATES DO NOT GUARANTEE THE ACCURACY OF, AND DISCLAIM LIABILITY FOR INACCURACIES RELATING TO, THE INFORMATION AND DESCRIPTION OF THE HOTEL, AIR, CRUISE, CAR AND OTHER TRAVEL PRODUCTS DISPLAYED (INCLUDING, WITHOUT LIMITATION, PHOTOGRAPHS, LOGOS/ICONS, PRICES/RATES, LISTS OF HOTEL AMENITIES, AND GENERAL PRODUCT DESCRIPTIONS), WHICH INFORMATION IS PROVIDED BY THE RESPECTIVE SUPPLIERS. HOTEL RATINGS ARE INTENDED AS GENERAL GUIDELINES, AND TRAVEL SERVICES AND ITS AFFILIATES DO NOT GUARANTEE THE ACCURACY OF THE RATINGS.

v. IN INSTANCES WHERE AN INCORRECT (LOWER) PRICE/RATE IS CHARGED, TRAVEL SERVICES WILL USE REASONABLE EFFORTS TO GET SUPPLIERS TO HONOR THE QUOTED RATE. IF THE SUPPLIER WILL NOT HONOR THE RATE, TRAVEL SERVICES WILL CONTACT YOU AND YOU MAY CANCEL THE BOOKING AND RECEIVE A REFUND OF THE AMOUNT PAID, SUBJECT TO SUPPLIER REFUND AND CANCELLATION POLICIES, OR AGREE TO KEEP THE BOOKING AT THE CORRECT RATE (OR OTHER RATE OFFERED BY THE SUPPLIER).

vi. TRAVEL SERVICES, ITS AFFILIATES, AND THE SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION, PRODUCTS, AND SERVICES CONTAINED ON THIS SITE FOR ANY PURPOSE, AND THE INCLUSION OF ANY PRODUCTS OR SERVICES ON THIS SITE DOES NOT CONSTITUTE ANY ENDORSEMENT OR RECOMMENDATION OF SUCH PRODUCTS OR SERVICES BY TRAVEL SERVICES OR ITS AFFILIATES. ALL SUCH INFORMATION, PRODUCTS, AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TRAVEL SERVICES, ITS AFFILIATES, AND THE SUPPLIERS DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, PRODUCTS, AND SERVICES, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

vii. THE SUPPLIERS PROVIDING TRAVEL OR OTHER SERVICES ARE INDEPENDENT CONTRACTORS AND NOT AGENTS OR EMPLOYEES OF TRAVEL SERVICES OR ITS AFFILIATES. TRAVEL SERVICES AND ITS AFFILIATES ARE NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF ANY SUCH SUPPLIERS OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM.

viii. TRAVEL SERVICES AND ITS AFFILIATES HAVE NO LIABILITY AND WILL MAKE NO REFUND IN THE EVENT OF ANY DELAY, CANCELLATION, OVERBOOKING, STRIKE, BANKRUPTCY, FORCE MAJEURE OR OTHER CAUSE BEYOND THEIR DIRECT CONTROL, AND THEY SHALL HAVE NO RESPONSIBILITY FOR ANY ADDITIONAL EXPENSE, OMISSIONS, DELAYS, RE-ROUTING OR ACTS OF ANY GOVERNMENT OR OTHER AUTHORITY. IN NO EVENT SHALL TRAVEL SERVICES, ITS AFFILIATES, AND THE SUPPLIERS BE LIABLE FOR

ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE USE OF THIS SITE OR ANY INFORMATION, PRODUCTS, AND SERVICES OBTAINED THROUGH THIS SITE, OR OTHERWISE ARISING OUT OF THE USE OF THIS SITE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF TRAVEL SERVICES, ITS AFFILIATES, AND/OR THE SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

ix. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

n. Governing Law as it pertains to Travel Redemptions

These Travel Disclosures and any action or proceeding related thereto, whether in contract or tort, at law or in equity, shall be governed by, construed, and enforced in accordance with the laws of the state of New York, USA as they are applied to agreements entered into and to be performed entirely within such state. Any action in connection with any matters related to these travel disclosures, shall be brought only in the state or federal courts located in the state and city of New York and you expressly consent to the jurisdiction of said courts. All disputes which cannot be resolved between the parties shall be resolved individually, without resort to any form of class action.

o. Modification Of Travel Rules

Travel Services reserves the right to change these Travel Rules at any time without notice.

p. Seller Of Travel Registration Numbers

Loyalty Travel Agency LLC, who acts only as an agent for the Suppliers, makes the travel arrangements for you on behalf of Travel Services. State Seller of Travel registration numbers for Loyalty Travel Agency LLC in the states that require registration are: California 2146860-50 (registration as a seller of travel does not constitute approval by California. Loyalty Travel Agency LLC is not a participant in the Travel Consumer Restitution Fund); Florida ST38239; Hawaii TAR-6750, and State of Washington 602 868 200.

Non-travel rewards

Merchandise

a. When necessary, the Administrator may substitute a reward with an updated model of equal or greater value. Cardholders will be notified of any change or cancellation. The Program Administrator reserves the right to replace or remove certain sections within any program literature or website. All rewards are subject to availability.

b. Merchandise rewards may take two to four (2-4) weeks to be shipped from the time of order. Specialty or custom orders may take six to eight (6-8) weeks to be shipped. Multiple rewards may arrive at different times because they may be provided by different vendors. Delivery times may increase during peak holiday periods.

c. No shipments of merchandise can be shipped to PO Box addresses. Products with lithium batteries cannot be shipped to APO/DPO/FPO addresses.

d. Merchandise shippable by UPS or UPS Surepost will be available to all US territories. Items being shipped to Alaska, Hawaii, Puerto Rico, Guam and the US Virgin Islands may have additional freight

charges. Administrator will contact Cardholder to confirm any additional Points that must be redeemed to cover additional freight charges.

e. Merchandise pictured in any Program brochure or website may not necessarily reflect exact colors or models of actual rewards due to printing variations and/or manufacturers' updates. Information is accurate to the very best of Administrator's knowledge. The Sponsor and the Administrator are not responsible for errors or omissions.

f. The number of Points required for reward items are subject to change.

g. Cardholders may exchange merchandise only in the event of merchandise defects or damage in shipment. Some items are delivered by common carrier, where a delivery time is scheduled and someone must be present to accept delivery. When this is the case, the item must be opened in the presence of that carrier and any exceptions, damages, or shortages must be noted on the delivery receipt before a Cardholder signs to accept shipment of merchandise. For those items that are delivered without being scheduled, please inspect the item within 24 hours of delivery and notify the customer service center if you find any exceptions, damages, or shortages.

h. All merchandise is covered by manufacturer's warranties. Any such defect should be handled through the standard manufacturer repair facility as noted with product.

eGift Cards/Gift Codes

a. Points may be redeemed for eGift Cards/gift codes from select merchants. Delivery times may increase during peak holiday periods. Once placed, we cannot cancel or modify your order.

b. eGift Cards/Gift codes cannot be returned and are not redeemable for cash or credit.

c. Protect your eGift Cards/gift codes like cash, they are active and can be used immediately by anyone with access to your code. Lost or stolen eGift Cards/Gift Codes will not be replaced, including codes sent to an incorrect email address. Please confirm the email address for your order before placing.

d. At check out, you will need to supply your email address. To ensure delivery of your eGiftCard confirmation email, please take a moment to add noreply@vcdelivery.com and gc@vcdelivery.com to your Address Book or Safe List. You will receive an email containing a link to your eGiftCard within 72 hours. The email will come with instructions on how to access your eGiftCard and how to redeem at the participating retailer or partner.

e. All other sales and/or use taxes including shipping and handling charges of items purchased using an eGift card or code are the responsibility of the Cardholder and are subject to the merchants' policies in effect at the time of redemption. Purchases in excess of the amount of the eGift cards are at the Cardholder's expense.

f. eGift cards and codes may also be subject to other restrictions imposed by the merchant. eGift cards and codes purchased to provide services are subject to the terms and conditions of the vendor providing the services.

g. Additional terms and conditions may be specified on the eGift card or certificate.

h. If a merchant declares bankruptcy the Sponsor and Administrator are not liable for the underlying funds on the gift card or code.

i. Once the eGift card or code is redeemed and/or used, the eGift card or code is not returnable, exchangeable or replaceable.

j. Each merchant sets a policy in regard to lost or stolen eGift cards or codes. If an eGift card or code is lost or stolen, the Cardholder should report the occurrence to the Administrator immediately. The Administrator reserves the right to decline to replace lost or stolen eGift cards or codes.

k. If eGift cards or codes have been ordered and not received by the Cardholder, the Cardholder must notify the Administrator using the customer service number provided by the Administrator. The Cardholder must notify the Administrator no earlier than thirty (30) days after the expected receipt date and no later than sixty (60) days from the expected ship date. Upon receipt of such notification, the Administrator will investigate. The Administrator with its sole discretion may replace any non-received shipment, in which a full balance remains on an eGift card or code.

l. The Administrator is not responsible if a recipient or Cardholder defaces, damages or otherwise renders unsuitable for redemption an eGift card or code that was received from this reward site.

Charity Choice

a. Support the greater good by choosing a Charity Choice donation eGift certificate.

b. By selecting a Charity Choice redemption, the Cardholder will receive an eGift certificate via email to be redeemed at <https://www.charitygiftcertificates.org/>.

c. With this eGift certificate, the Cardholder may designate the funds for up to three charities of their choice, exclusively from the Administrator's online list of over 250 major charities and many local causes, totaling over 1000 in all. Follow the easy instructions sent with the eGift certificate to donate the funds.

Consumer Cash Back Rewards/ Statement Credits

a. The cash back reward(s) will appear as a credit to their primary Checking or Savings Account. Please note if a Joint owner is redeeming points for cash back, the funds may be deposited to a share they do not have access to as funds will be deposited to the primary Checking or Savings account.

b. Cash back rewards may be redeemed at a minimum of \$25 per redemption.

c. Cash back deposits to Checking or Savings will be posted to your account within 10 business days from the date your order is placed.

d. The Cardholder is responsible for any outstanding balance owed on the account after the credit is applied.

e. Cash back reward(s) cannot be applied toward the payment amount owed on a Cardholder's Reward Card.

Business Cash Back Rewards/ Statement Credits

- a. The cash back reward(s) will appear as a credit to the primary Checking or Savings Account on the Membership. Please note if an Authorized Representative of the business is redeeming points for cash back, the funds may be deposited to a share they do not have access to as funds will be deposited to the primary Checking or Savings account.
- b. Cash back rewards may be redeemed at a minimum of \$25 per redemption.
- c. Cash back deposits to Checking or Savings will be posted to your account within 10 business days from the date your order is placed.
- d. The Cardholder is responsible for any outstanding balance owed on the account after the credit is applied.
- e. Cash back reward(s) cannot be applied toward the payment amount owed on a Cardholder's Reward Card.

Gift Points

- a. A Cardholder can gift Points to another cardholder in the same rewards program by accessing the reward program website. To gift Points the recipient's first name, last name, last six (6) of the card number, billing zip code and email address are required.
- b. Cardholders can enter up to a maximum of 50,000 Points to gift or can opt to gift their entire Point balance if it is less than 50,000 points.
- c. Each point gifting request may take up to three (3) business days to process. Both the Cardholder and receiver will receive an email alerting them of the transaction.
- d. Gifted Points transactions cannot be canceled by the Cardholder.
- e. Gifted Points expire as defined by the financial institution.

Toll-Free Participant Access & Contact Information

- a. For questions, concerns or complaints, please contact the Administrator's customer service center at 866.317.1453. You should expect a resolution to all inquiries within 3 business days. Should a voicemail need to be left, the call will be returned the following business day.
 - i. Customer service specialists are available Monday through Friday from 6 am to 11 pm ET, Weekends from 6 am – 8pm ET.
 - ii. Travel redemption specialists are available Monday through Friday from 9am to 10pm ET, Weekends from 9am to 5pm ET. After hours emergency service is available 24/7 for trips within the next 48 hours.
- b. Both centers will be closed on select holidays which will be published each calendar year.
- c. To contact Vantage West Credit Union call 800-888-7882
- d. To access the Program's website, visit <https://vantagewestrewards.com/>.

Online Banking Agreement and Disclosure

This Online Banking Agreement and Disclosure (“Agreement”) describes your rights and obligations as a user of the Online Banking Service or the Bill Payment Service (“Services”). It also describes the rights and obligations of Vantage West Credit Union (“Credit Union”). **Please read this Agreement carefully.**

By requesting and using one of these Services, you agree to comply with the terms and conditions of this Agreement. Our Online Banking and Bill Payment Services are intended for individuals 18 years of age or older.

1. Definitions & Requirements

The following definitions apply in this Agreement:

- “Authorized Representative” refers to a person with authority (with respect to the account).
- “Bill Payment” or “Bill Payment Platform” is the online service that enables the scheduling, cancelling, or changing of bill payments using a personal computer or mobile device.
- “Bill Payment Account” means your Credit Union checking account which is accessed through the Bill Payment Service.
- “ISP” refers to your Internet Service Provider.
- “Online Banking” is the internet-based service providing access to your Credit Union accounts
- “Online Account” means the Credit Union account from which you will be conducting transactions using a Service. You must have an existing account with us to enable our Online Banking service. An account means any of your account(s) to which we may allow access via the Service under this Agreement. Only a checking account is eligible for online Bill Pay privileges. We may make additional accounts available for Bill Pay from time to time as allowed by law.
- “Password” is the member-generated code selected by you for use during the initial sign on, or the codes you select after the initial sign-on, that established your connection to the Service.
- “Internet Browser” is software used to connect to the internet.
- “PC” or “Mobile Device” means your personal computer, phone, or tablet which enables you, with the Internet browser and Internet Service Provider (ISP), to access your Online Account. You will need a computer, phone, or tablet with a modem and Internet browser that supports SSL with 128-bit encryption. You are solely responsible for the maintenance, installations, and operation of your computer, phone, or tablet. Vantage West Credit Union shall not be responsible for any errors, deletions, or failures that occur as a result of any malfunction of your computer or software.
- You should routinely scan your PC or Mobile Device using a reliable virus detection product. Undetected or unrepaired viruses may corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally

transmit the virus to other computers. Vantage West Credit Union shall not be responsible for any computer virus that affects your computer, phone, tablet, or software while using our Service.

- “Time of day” references are to Arizona Time.
- “User ID” is the Credit Union generated identification code assigned to you for your connection to the Service.
- “We”, “us”, or “the Credit Union” refer to Vantage West Credit Union and any agent, independent contractor, service provider licensor, designee, or assignee Vantage West Credit Union may involve in the provision of Online Banking.
- “You” or “your” refers to the owner of the account or a person with authority with respect to the account.
- In order to provide electronic disclosures, we must maintain a current member e-mail address at all times. It is your sole responsibility to provide us with your correct contact information, including your e-mail address. You should notify Vantage West Credit Union of any changes to your personal contact information.
- “Effective date” means the date in which the service was started.

2. ACCESS TO SERVICES

The Credit Union will provide instructions on how to use the Online Banking and Bill Payment Services. You will gain access to your Accounts Online through the use of your PC or Mobile Device, your ISP, your Password and your User ID. You may access your Accounts Online 24 hours a day, seven (7) days a week. However, availability of the Services may be suspended for brief periods of time for purposes of maintenance, updating, and/or revising the software.

For purposes of transactions, the Credit Union’s business days are Monday through Friday, excluding weekends and holidays recognized by Vantage West Credit Union. Bill Payments are processed on all business days that both the Federal Reserve Bank and the U.S. Postal System are operating and open for business. Transactions which are requested on Saturdays, Sundays, or holidays on which the Credit Union chooses to remain closed, will be processed on the Credit Union’s next business day. The Credit Union’s business day begins at 8:00 AM, Arizona Time.

3. ONLINE BANKING SERVICE

a. Banking Transactions with Online Banking Service

- 1. Account Access.** You may access your personal and business accounts online for a variety of transaction types. Online Banking transactions are not permitted on any Share Certificates and are limited to deposits only for Individual Retirement Accounts and Individual Development Accounts. Transaction history for your online accounts begins accumulating on the date your access to our current Online Banking service is activated. Up to 12 months of transaction detail and history is stored and may be viewed via the Service. **Depending on the**

type of ownership, you (or anyone you have authorized to access your account) may be able to view, access, and conduct transactions on other accounts associated with your Social Security Number and/or Tax Identification Number associated with the Credit Union or if you use Account Aggregation or Budgeting Tools (Section 8). You may need to limit or change access to your accounts. Joint owners need separate log in access (Section 9).

- 2. Transfer of Funds.** In addition to viewing account information, you may use Online Banking to conduct the transfer of funds. You may make withdrawal transfers to make loan payments and you may transfer funds among your checking and saving accounts (as limited by terms of this Agreement.). Please note: If there are not sufficient available funds in the account, we cannot complete this transfer.
- 3. Additional Services.** New services may be introduced for Online Banking from time to time. The Credit Union will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

b. Schedule of Fees

The Credit Union offers the benefits of convenience of the Online Banking Service to you at no additional cost.

c. Statements

You will continue to receive your regular account statement either monthly or quarterly by mail, depending on the type of account, unless you opt-in to receive electronic statements (eStatements).

d. Security & Privacy

- 1. General Privacy and Security.** We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. Financial institutions like ours collect, use, and share data depending on the products and services you have with us. We need to use and share your personal information to provide those services. This may include contact information, which we sync to help you find contacts for optional payment services. It also includes your banking, payment, and transaction information. Please read our [Privacy Policy](#) that more fully describes how we collect and share members' personal information and what limitations may be placed on that collection and use before completing the enrollment process for the Service. Our member [Privacy Policy](#) is available online at <https://vantagewest.org/privacy-policy/>.
- 2. Children's Online Privacy Statement.** The Children's Online Privacy Protection Act (COPPA) 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 directed to, and which knowingly collect information from, children under the age of 13.

The Credit Union is committed to safeguarding information about our members. This includes information that we may receive from children. The Credit Union does not knowingly collect information from children under the age of 13 during the online account opening process. The Credit Union requires a parent or guardian to be listed as joint on all minor accounts, which include children under the age of 13. Verification of identification is required for parent or guardians to ensure information is not collected from children under the age of 13.

Parental Consent: We will not collect, use, or disclose personally identifiable information from a child without obtaining prior parental consent. At this time, we do not collect personally identifiable information. Should that policy change, we will notify parents, 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, you may contact us electronically at info@vantagewest.org or by phone through our call center at 800-888-7882.

For additional information on COPPA protections, you can also visit the Federal Trade Commission's website at: <http://www.ftc.gov/news-events/mediaresources/protectingconsumer-privacy/kids-privacy-coppa>

e. Your Password and Online Account

You are responsible for keeping your password and Online Account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

1. Do not give out your account information, Password, or User ID.
2. Do not leave your PC or Mobile Device unattended while you are in the Credit Union's Online Banking site.
3. Never leave your account information within access or view of others.
4. Do not send privileged account information (account number, Password, etc.) in any public or general e-mail system.
5. Do not allow your Internet browser to store your Online Banking User ID or Password and
6. If you believe your password has been lost or stolen, or if you suspect any fraudulent activity on your account, call the Credit Union immediately at (520) 298-7882 or 1-800 888-7882 outside of Tucson, Arizona between the hours of 8:00 a.m. to 6:00 p.m. Monday through Friday and 9:00 a.m. to 1:00 p.m. on Saturday. Telephoning the Credit Union is the best way of minimizing your losses and liability. If you believe your Password has been lost or stolen, please use the Password change feature within the Online Banking section of the website to change your Password.

See Section 9. Passwords for additional information.

f. Electronic Mail (e-mail)

If you send the Credit Union an e-mail message, the Credit Union will be deemed to have received it on the following business day. You should not rely on e-mail if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur. **NOTE:** E-mail transmissions outside of the Online Banking site are not secure. We advise you not to send us or ask for sensitive information such as account numbers, Password, account information, etc. via any general or public email system. If you wish to contact us electronically, please use the Credit Union's e-mail address of info@vantagewest.org. If one of these methods is used in contacting the Credit Union, simply request that we contact you and provide a telephone number to do so. **You should not supply any account or password information or other information of a confidential nature.**

g. Chat Service

Credit Union has provided you with access to a secure chat messaging service ("Chat Service") within your Online Account. You may contact us at any time via the Chat Service (subject to availability) to discuss questions or concerns that you have about your Account. As part of the chat functionality, you can give the Credit Union agent permission to see your Online Account. The Chat Service is only secure when logging into your Online Account. The Chat Service available through the public website is not secure. **You should not enter sensitive personal information, such as your account numbers or social security number, during an online chat session.**

4. BILL PAYMENT SERVICES – See Bill Payment Agreement and Disclosure

5. ELECTRONIC FUND TRANSFER PROVISIONS FOR CONSUMER

- a. Applicability.** These provisions are only applicable to online electronic fund transfers which credit or debit a consumer's checking, savings or other asset account and are subject to the Consumer Financial Protection Bureau's Regulation E (an "EFT"). These provisions do not apply to business accounts. When applicable, the Credit Union may rely on any exceptions to these provisions which are contained in Regulation E. All terms that are not defined in this Agreement, but which are defined in Regulation E shall have the same meaning when used in this section.
- b. Your Liability.** You are responsible for all EFT transactions you authorize. If you permit someone else to use an EFT service, or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. Tell us at once if you believe someone has used your access code or otherwise accessed your accounts without your authority.
- If you tell us within two (2) business days after you have learned your password was lost or stolen, your liability cannot exceed \$50.00.

- If you do NOT tell us within two (2) business days after you have learned of the loss or theft of your password, and we can prove that we could have stopped someone from using your password without your permission if you had told us, your liability cannot exceed \$500.00.
- You must report an unauthorized EFT transaction which appears on your periodic statement, no later than 60 days of transmittal of the statement, to avoid liability for subsequent transfers. Your liability will not exceed the amount of the unauthorized EFT's that occurred within the 60-day period. You may also be liable for the amounts as described above.
- If the report is made orally, we will require that you send the complaint or question in writing within 10 business days. We will notify you with the results of the investigation within 10 business days and will correct any error promptly. If more time is needed, however, we may take up to 45 days to investigate a complaint or question. If this occurs, we will provisionally credit your account within ten (10) business days, for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or questions are not received in writing within 10 business days, we may not provisionally credit your account until the investigation is complete. If an alleged error involves an electronic fund transfer outside a state or territory or possession of the United States, the applicable time periods for action by us are 20 business days (instead of 10) and 90 calendar days (instead of 45). If we determine that no error occurred, we will send you a written explanation within three (3) business days after the investigation is complete. You may request copies of the documents that were used in the investigation.
- You may notify the Credit Union by telephone, writing, or by e-mail at info@vantagewest.org. Notification by general e-mail to report an unauthorized transaction is not secure and therefore not advised.
- Telephone Numbers and Addresses. In case of errors or questions regarding an Online Banking Service or Bill Payment Service transaction, call (520) 298-7882 or 1-800-888-7882 outside of Tucson, Arizona, or write to us at: Vantage West Credit Union, Attn: Deposit Operations Department, PO Box 15115, Tucson, AZ 85708-0115.
- We must hear from you at the telephone number or address listed above, no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. We will need:
 1. Your name and account number
 2. A description of the error or the transfer in question and an explanation concerning why you believe it is an error or need more information
 3. The dollar amount of the suspected error and date on which it occurred.
- If you verbally provide this information, we may require that you send us your complaint or question in writing within 10 business days.

6. LIABILITY

a. Our Liability.

This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Online Banking or Bill Payment service account. Unless otherwise required by applicable law, we are only responsible for performing the Online Banking and Bill Payment services as delineated in this Agreement. We will be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence.

We will not be liable to you in the following instances:

- If through no fault of the Credit Union, the available balance in your account is insufficient to make the transfer or payment.
- If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer or payment despite reasonable precautions that we have taken.
- If there is a hold on your account, or if access to your account is blocked, in accordance with Credit Union policy.
- If your funds are subject to a legal proceeding or other encumbrance restricting the transfer or payment.
- If your transfer authorization terminated by operation of law.
- If you believe someone has accessed your accounts without your permission and you fail to notify the Credit Union immediately.
- If you have not properly followed the instructions on how to make a transfer included in this Agreement.
- If we have received incomplete or inaccurate information from you or a third party involving the account, transfer or payment.
- If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the Membership and Account Agreement (Consumer and Business), and Account Disclosure or a credit agreement or any other agreement with us, or if we or you terminate this Agreement.
- If the account has been closed at your request or by your own doing.
- If the bill payment or transfer would go over the credit limit on your overdraft line of credit, or if the overdraft line of credit has been closed.
- If your computer, software, telecommunication lines were not working properly or were temporarily unavailable, and this problem should have been apparent to you when you attempted the transfer or bill payment.
- If you had knowledge of or questions about the possible malfunction of our system when you initiated the transaction.
- It can be shown that the merchant or payee received the payment within the normal delivery timeframe and failed to process the payment through no fault of this financial institution and/or our service providers.
- Other applicable laws and/or regulations exempt us from liability.

IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT.

- b. Indemnification.** You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third-party claim, demand, suit, action or other proceeding and any expenses related to an Online Banking or Bill Payment Account.
- c. Third Parties.** We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an Internet browser provider such as Chrome, Firefox, or Microsoft, by an internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Online Banking or Bill Payment Account.
- d. Virus Protection.** The Credit Union is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC or Mobile Device using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

7. GENERAL TERMS & CONDITIONS - ONLINE BANKING SERVICE & BILL PAYMENT SERVICE

- a. Credit Union Agreements.** In addition to this Agreement, you and the Credit Union agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Online Banking Service or the Bill Payment Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee (s) contained in this Agreement. We will automatically deduct the fees related to this Service from your Bill Payment Account each month.
- b. Changes & Modifications.** The Credit Union may modify the terms and conditions applicable to the Services from time to time. Also, if a change in terms or conditions is necessary to maintain or restore the security of our system or your account(s), no advance notice is required. Upon notification of any change in terms, if you do not agree with the change(s), you must notify us in writing or via email to cancel your access to the Service. Your continued use of the affected change in Service constitutes your agreement to the amendment(s). We reserve the right to terminate this Agreement and your use of the Service in whole or in part at any time without prior notice.
- c. Assignment.** We may assign this Agreement to an affiliate of the Credit Union or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent.

- d. Notices.** Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement, may be sent to you electronically. We will only disclose information to third parties about your account or transfers you make under the following circumstances:
- Where it is necessary for the provision of Online Banking and for completing transfers.
 - In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; comply with government or court orders, or other reporting requirements.
 - In accordance with our Privacy Policy.
 - If you give us your permission.
 - To the Credit Union affiliated companies.
 - It is necessary to assist us in the collection of information for internal use.
 - It is necessary for the security purposes of our service providers, our servicing agents, and/or contractors providing our Online Banking and electronic funds transfer Service; or
 - It involves a claim by or against us concerning a deposit to or withdrawal from your account.

8. ACCOUNT AGGREGATION AND BUDGETING TOOLS

In addition to the above Services, the Credit Union offers Budgeting Tools that use Account Aggregation. If you decide to use Account Aggregation with your Services, you acknowledge and agree to the following End User Agreement:

- A. Provide Accurate Information.** You, the end user, agree to provide true, accurate, current and complete information about yourself and your accounts maintained at other web sites, and you agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.
- B. Proprietary Rights.** You are permitted to use content delivered to you through the service only on the service. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any of the service technology, including but not limited to, any Java applets associated with the service.
- C. Content You Provide.** You are licensing to your financial institution and its service providers, including Yodlee, Inc. ("Service Providers"), any information, data, passwords, materials or other content (collectively, "Content") you provide through or to the service. Your financial institution and its Service Providers may use, modify, display, distribute and create new material using such Content to provide the service to you. By submitting Content, you automatically agree, or promise that the owner of such Content has expressly agreed that, without any particular time limit, and without the payment of any fees, your financial institution and its Service Providers may use the Content for the purposes set out above. As between your financial institution and its Service Providers, your financial institution owns your confidential account information.

D. Third Party Accounts. By using the service, you authorize your financial institution and its Service Providers to access third party sites designated by you, on your behalf, to retrieve information requested by you, and to register for accounts requested by you. For all purposes hereof, you hereby grant your financial institution and its Service Providers a limited power of attorney, and you hereby appoint your financial institution and its Service Providers as your true and lawful attorney-in-fact and agent, with full power of substitution and resubstituting, for you and in your name, place and stead, in any and all capacities, to access third party internet sites, servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN YOUR FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS ACCESSES AND RETRIEVES INFORMATION FROM THIRD PARTY SITES, YOUR FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. You agree that third party account providers shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you. You understand and agree that the service is not endorsed or sponsored by any third-party account providers accessible through the service. You acknowledge that through the use of this service, your financial institution shall have access to your account credentials, including, but not limited to login username and passwords.

E. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT

- i. YOUR USE OF THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOUR FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- ii. YOUR FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERRORFREE, THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET

YOUR EXPECTATIONS, OR (V) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED.

- iii. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM YOUR FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS THROUGH OR FROM THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

F. LIMITATION OF LIABILITY. YOU AGREE THAT NEITHER YOUR FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS NOR ANY OF THEIR AFFILIATES, ACCOUNT PROVIDERS OR ANY OF THEIR AFFILIATES WILL BE LIABLE FOR ANY HARMS, WHICH LAWYERS AND COURTS OFTEN CALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF YOUR FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES, (iii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICE; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANYONE ON THE SERVICE; (vi) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD-PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (vii) ANY OTHER MATTER RELATING TO THE SERVICE.

G. Indemnification. You agree to protect and fully compensate your financial institution and its Service Providers and their affiliates from any and all third-party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use of the service, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

You agree that the Service Providers are third party beneficiaries of the above provisions, with all rights to enforce such provisions as if the Service Providers were a party to this Agreement.

9. PASSWORDS

We may at our option change the parameters for the password used to access Online Banking without prior notice to you, and if we do so, you will be required to change your password the next time you access the Online Banking. To prevent unauthorized access to your accounts and to prevent unauthorized use of the Online Banking, you agree to protect and keep confidential your Card number, account number, PIN, User ID, Password, or other means of accessing your accounts via the Online Banking. The loss, theft, or unauthorized use of your Card numbers, account numbers, PINs, User IDs, and Passwords could cause you to lose some or all of the money in your accounts, plus any amount available under your overdraft protection credit line or draws on your credit card account. It could also permit unauthorized persons to gain access to your sensitive personal and account information and to use that information for fraudulent purposes, including identity theft. If you disclose your Card numbers, account numbers, PINs, User IDs, and/or Passwords to any person(s) or entity, you assume all risks and losses associated with such disclosure. If you permit any other person(s) or entity, including any data aggregation service providers, to use the Online Banking or to access or use your Card numbers, account numbers, PINs, User IDs, Passwords, or other means to access your accounts, you are responsible for any transactions and activities performed from your accounts and for any use of your personal and account information by such person(s) or entity. If you believe someone may attempt to use or has used the Online Banking without your permission, or that any other unauthorized use or security breach has occurred, you agree to immediately notify us at (520) 298-7882 or 1-800 888-7882.

You acknowledge and agree that you are personally responsible for your conduct while using Online Banking and agree to indemnify and hold us and our officers, directors, employees and agents harmless from and against any loss, damage, liability, cost or expense of any kind (including, but not limited to, reasonable attorneys' fees) that we may incur in connection with a third party claim or otherwise, in relation to your use of the Online Banking or the use of the Online Banking by anyone using your Card number, account number, PIN, User ID or Password or your violation of this Agreement or the rights of any third party (including, but not limited to, privacy rights). Your obligations under this paragraph shall survive termination of this Agreement.

10. SPECIAL PROVISION FOR BUSINESS MEMBERS

Any User ID or Password we provide to you is provided to you in your capacity as a representative of the business entity registered with the Online Banking only and may not be retained by you after any termination of your relationship with such business entity. If you elect to utilize Cash Management Services, you will be required to agree to the provisions of the Master Cash Management Agreement at the time you sign up for the service. Please contact a Business Banking Representative for additional information.

11. GOVERNING LAW

This Agreement is governed by the laws of the State of Arizona and applicable federal law.

12. LINKS

For your convenience, our website may contain links to other websites. This does not imply any affiliation with, or an endorsement, authorization, sponsorship or promotion of a non-Vantage West Credit Union website or its owner. Vantage West Credit Union accepts no responsibility for the content, products or services provided on linked websites. If you choose to access such non-Vantage West websites, you do so at your own risk, and you should be aware that those websites are governed by their own terms and conditions and privacy policies.

13. Credit Score and Report Authorization

As a feature of your digital banking account, we will provide you with credit score and report. This is a soft pull and will not affect your credit score.

You authorize our partner SavvyMoney, Inc. to continuously obtain your credit report and use the information to verify your identity, provide you with financial education, and invite you to apply for products and services made available by us.

By clicking 'Accept', you are accepting SavvyMoney's [Terms of Service](#) and [Privacy Policy](#). You may revoke this authorization at any time through your credit score profile settings. If you have previously opted out of Credit Central by SavvyMoney, accepting this disclosure will not automatically enroll you again. To self-enroll, please click on Credit Central by SavvyMoney and complete the registration.



California Consumer Privacy Act Disclosure (CCPA Disclosure)

This California Consumer Privacy Act Disclosure is for California Residents only and supplements Vantage West Credit Union's Privacy Policy. This disclosure describes the Personal Information that Vantage West Credit Union ("we," "our," or "us") collects in the course of its business, explains how this information is collected, used, shared, and disclosed, describes rights provided by the California Consumer Privacy Act of 2018 ("CCPA") to California Residents ("consumers" or "you") regarding their Personal Information, and explains how consumers can exercise those rights.

Please note that, as a financial institution, most of the information we collect from you is exempt from disclosure because it is covered by or collected under the Gramm-Leach-Bliley Act, the Fair Credit Reporting Act, or other exemptions provided in the CCPA. The CCPA will not govern all of your interactions with us or the use of your personal information.

What is Personal Information under CCPA

We may collect, use, share or disclose Personal Information. Personal Information is information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with you or your household ("Personal Information"). Personal Information does not include: (1) publicly available information, such as information that is lawfully made available from federal, state, or local records, and (2) de-identified or aggregate consumer information. Under the CCPA, Sensitive Personal Information includes a consumer's social security number, driver's license, financial account or card number, precise geolocation, racial and ethnic characteristics, religious and philosophical beliefs, union membership, contents of mail, email and text messages and genetic and biometric data ("Sensitive Personal Information").

Sharing Personal Information

We disclose your personal information to third party service providers for our business and commercial purposes. When we disclose personal information to service providers, we enter a contract that describes the purpose and requires the recipient to keep that personal information confidential and not to use it for any purpose except performing the contract.

Vantage West Credit Union does not sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate consumer's personal information to another business or third-party for monetary or other valuable consideration.

The criteria used to determine the period of time we will retain each category of Personal Information is driven by our records retention schedule in compliance with the numerous rules, laws and regulations governing financial institutions.

Categories of Personal Information

Vantage West Credit Union may collect, or has collected, the following categories of Personal information from its Members in the preceding 12-months (please note that some categories overlap or may not apply to the financial services you obtained from us).

- **Identifiers** — A real name or alias; home or postal address; signature; home or mobile phone number; bank account number, credit card number, debit card number, employee ID number or other financial information; physical characteristics or description; email address; account name; Social Security number; driver's license number or state identification card number; passport number; or other similar identifiers.
- **Characteristics of a Protected Class** — Age, race, color, citizenship, Military or Veteran status, sex/gender, or disability status.
- **Commercial Information** — Records of personal property, products or services purchased.

- **Biometric Information** — Identifying information, such as fingerprints or data collected for timekeeping or security purposes.
- **Internet or Other Similar Network Activity** — Browsing history, search history, information about a consumer's interaction with a website, application, or digital advertisement.
- **Geolocation Data** — Information used to identify your physical location in relation to a branch ATM, or the use of online/mobile banking services.
- **Sensory Data Audio** — Electronic, visual, thermal, olfactory, or similar information.
- **Employment and Professional Information** — Job title, job email address, business affiliation, work history, performance evaluations, education, skills, and other employment-related details.
- **Inferences Drawn From Other Personal Information** — Profile based on information, assumptions, and some of the data described above reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.
- **Sensitive Personal Information** — Information that reveals your Social Security and driver's license numbers, and other government identifications; account log-in information, account number in combination with required access code or password; credentials allowing access to an account; or a consumer's precise geolocation. We do not use or disclose your sensitive personal information for any purpose other than what is permitted by law.

Categories of Sources of Personal Information We Collect

- **Direct From You or Your Authorized Agent** — We may collect information directly from you or your authorized agent (i.e., a person that has been legally granted the right to act on your behalf). For example, when you provide us with your name and Social Security number to open an account and become a Member.
- **Indirectly From You**— We may collect your IP address, device and advertising identifiers, browser type, operating system, Internet service provider ("ISP"), pages that you visit before and after visiting our website, the date and time of your visit, information about the links you click and pages you view on our website, and other standard server log information. We may also collect your mobile device's GPS signal, location, or other information about nearby Wi-Fi access points and cell towers. In addition, we may deploy and use cookies, web beacons, local shared objects, and other tracking technologies for various purposes, such as fraud. Some of these tracking tools may detect characteristics or settings of the specific device you use to access our online services.
- **From Our Service Providers** — We collect information from third-party service providers that interact with us in connection with the services we perform or for our operational purposes. For example, a credit report we obtain from a credit bureau to evaluate a loan application. Another example is a third-party service provider that provides us information to help us detect security incidents and fraudulent activity.
- **From Our Website and Applications That You Access On Devices You Use** — We collect certain information from your activity on our website (vanagewest.org) and mobile application. When you visit our website or use our mobile application, your device and/or browser may automatically share certain information with us such as browser settings, IP addresses, connection dates and times, and similar technical information.

How We Use Your Personal Information

- To provide you with information, products, or services that you request from us.
- Advertising our products and services to you.
- To provide you with email alerts, event registrations, or other notices concerning our products or services, events or news that may be of interest to you.
- To fulfil our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collections.
- For testing, research, and analysis to improve our products and services and for developing new ones.
- To protect the rights, property or safety of us, our employees, Members, or others.

- To conduct employment-related activities, including payroll, benefits administration, and performance evaluations.
- To facilitate business-to-business transactions and communications.
- To detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, and prosecute those responsible for that activity.
- To conduct audit and risk management activities and manage internal controls.
- To respond to law enforcement requests and as required by applicable law, court order or comply with governmental regulations.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution or other sale or transfer of some or all of our assets, in which personal information held by us is among the assets transferred.
- As described to you, when collecting your personal information.

Categories of Third Parties to Whom We Disclose Information

- Our third-party service providers;
- Our affiliates for their everyday business purposes — information about your transaction experiences;
- Other companies to bring you co-branded services, products, or programs; and
- Other third parties to comply with legal requirements such as the demands of applicable subpoenas and court orders; to verify or enforce our terms of use, our other rights or other applicable policies; to address fraud, security or technical issues; to respond to an emergency; or otherwise, to protect the rights, property or security of our customers or third parties.

Retention

The amount of time that we may retain your personal information varies based on several factors including: how long we are required to maintain certain information to comply with applicable laws and regulatory requirements, the time required to accomplish business and commercial purposes outlined in this disclosure and for which information is collected, and the extent to which you exercise the rights described in this disclosure to request deletion of your personal information.

Rights and Choices for California Residents

California residents have certain rights under the CCPA regarding their applicable personal information, including:

- The right to request the specific pieces of personal information we collected about you; the categories of personal information we collected; the categories of sources used to collect the personal information; the business or commercial purposes for collecting your personal information; and the categories of third parties with whom we share your personal information as they pertain to our activities.
- The right to request deletion of your personal information that we collected;
- The right to request correction of your personal information that we collected;
- The right to have someone you authorize make a request on your behalf; and
- The right not to be discriminated against for exercising any of these rights.

Submitting a Request to Know, Delete or Correct

You have the right to request that we correct your inaccurate non-exempt Personal Information that we have collected and maintained. To submit a request to know, delete or correct your personal information we have collected about you, you or your authorized agent may submit a verifiable consumer request to us by either method below:

An online request — Click on the following link [CCPA Request](#) and follow the instructions or visit our Privacy Policy page at VantageWest.org to access the link.

A request by phone — Call us at (800) 888.7882. When calling us, inform the call center agent that you are calling to submit a California Consumer Privacy Act (CCPA) request and provide the information requested by the agent for identity verification purposes.

To process your request(s), we are required to verify your identity and, if applicable, the identity and authority of your authorized agent. We are also required to confirm your request and may do so by reaching out to you using the contact information you provided on your request.

If we receive a request through an authorized agent, we will require written proof or other legal documents with permission for the authorized agent to act on your behalf. Only you (or an authorized agent) may make a verifiable consumer request to know about your Personal Information and you (or an authorized agent) may make a verifiable consumer request to know on behalf of your minor child. You may only make a verifiable consumer request for access or data portability twice within a 12-month period.

Response Timing and Format

We will work to process all verified requests within 45 days pursuant to the CCPA. If we need an extension for up to an additional 45 days to process your request, we will provide you with an explanation for the delay. Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. We will notify you of the results of your request. If applicable, our response will also explain why we cannot comply with a request.

Submitting a verifiable consumer request does not require you to create an account with us. We will only use personal information provided in a verifiable consumer request to verify the requestor's identity and authority to make the request. We may refuse to act on your CCPA request if, for example, it is unfounded or excessive, if we cannot verify your identity or the authority of your agent, or because of a conflict with federal or state law, and if so, we will let you know.

We do not charge a fee to process or respond to your verifiable consumer request.

Non-Discrimination

We will not discriminate against you for exercising any of your CCPA rights. For example, unless otherwise permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you with a different level or quality of goods or services.
- Suggest that you will receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to this Disclosure

This CCPA Policy Disclosure is subject to change at any time. We will notify you of any material changes to our Policy as required by law. Any changes will become effective when posted unless indicated otherwise.

Contact Us

If you have any questions regarding our privacy policies, our California Consumer Privacy Act Disclosure, the ways in which we collect, use, and disclose your Personal Information, or how to exercise your rights under the CCPA, please contact us at:

Website: VantageWest.org
Email: CCPARRequests@vantagewest.org
Phone: (800).888.7882