

## IMPORTANT ACCOUNT INFORMATION FOR OUR MEMBERS

**Membership and Account Agreement**

**Truth-In-Savings**

**Electronic Fund Transfers**

**Funds Availability**

**Privacy Commitment**

### **MEMBERSHIP AND ACCOUNT AGREEMENT**

The following Membership and Account Agreement covers your and our rights and responsibilities in relation to Account(s) offered to you by Ent Federal Credit Union. In all following agreements the words "I", "me", "mine", "my", "your", "you", "they", and "their" mean each and all parties (whether one or more persons) who signs a Membership Application (Signature Card). The words "we", "us", "our", and "credit union" mean Ent Federal Credit Union, hereafter referred to as Ent. The word "account" means any one or more share or other accounts you have with Ent. Share accounts and share draft accounts are hereafter referred to as savings and checking.

Your account ownership is dictated by your Membership Application. In signing a Signature Card, each of you, jointly and severally, agree to the terms and conditions in the Membership and Account Agreement, Funds Availability Policy Disclosure, Truth-in-Savings Disclosure, Rate and Fee Schedules, any Account Receipt associated with this Agreement, Electronic Fund Transfer (EFT) Disclosures and the Bylaws and policies of Ent and any amendments of these documents from time to time which collectively govern your Membership and Accounts. You further agree to the acceptance of notices, periodic statements and disclosures by means of electronic delivery.

The frequency and conditions that warrant the payment of dividends on all accounts are in accordance with the Bylaws of Ent. Dividends on all accounts are paid as permitted by the Federal Credit Union Act and NCUA Regulation.

FEDERAL LAW PROHIBITS THE GUARANTEE OF DIVIDENDS SINCE DIVIDENDS ARE BASED ON AVAILABLE EARNINGS AT THE END OF A DIVIDEND PERIOD. OUR BOARD OF DIRECTORS DECLARES DIVIDENDS BASED ON CURRENT INCOME AND AVAILABLE EARNINGS OF THE CREDIT UNION AFTER PROVIDING FOR THE REQUIRED RESERVES AT THE END OF A MONTH.



## 1. MEMBERSHIP IN ENT

To be eligible for membership at Ent, you must qualify under our approved field of membership. With a \$35 deposit the member will have one (1) share in the ownership of the credit union. Ent is a not-for-profit cooperative. If you qualify for membership you may join Ent by completing a Membership Application/Signature Card and maintaining a minimum of \$35 in your savings or Money Market Savings account. If you submit a Membership Application by mail, please include a check or money order made payable to Ent Federal Credit Union for your initial share purchase. **DO NOT** send cash by mail. You authorize us to check your account, credit and employment history, and obtain a credit report from third parties (including credit reporting agencies) from time to time to verify your eligibility for the accounts, services and products you request or that we may wish to offer you and also in the event that you default on a financial obligation to us. You agree to provide a taxpayer identification number (TIN), to be used for this purpose and subsequent regulatory reporting. Ent may request and you agree to provide additional documentation relative to the type of account or service requested. Accounts, services and products offered to you may be based on information from a credit report. You may request the name and address of each credit-reporting agency from which we obtain a credit report in connection with your account.

## 2. SINGLE PARTY ACCOUNTS

A single party account is an account owned by one member including any individual, corporation, trust, or other organization qualified for credit union membership. If the account is a single party account the interest of a deceased individual owner will pass, subject to applicable law, to the descendant's estate or Payable on Death (POD) beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death.

## 3. MULTIPLE PARTY ACCOUNTS

An account owned by two or more persons is a multiple party account. All multiple party accounts are established with rights of survivorship. Exceptions to this are POD designations and Individual Retirement Accounts (IRAs).

- A. *Rights of Survivorship.*** For a multiple party account with rights of survivorship, upon the death of one of the owners, that person's interest will pass to the surviving owners. Right of survivorship arising from the terms of a multiple party account cannot be changed by a Last Will and Testament.
- B. *Account Control for Multiple Party Accounts.*** Any account owner of a multiple party account is authorized to perform for the additional joint owner(s), and we are authorized to accept orders and instructions pertaining to the account, requests for present and future services, and any transactions from any other account owner. The signature of each owner is guaranteed by the additional account owner(s). Any account owner may withdraw all funds in the account, place a stop payment order on items drawn on the account, transfer funds, pledge (at our discretion) all or any part of the shares of any account without the consent of the other account owner(s) to us and we in turn have no duty in such events to notify the additional account owner(s). Any account owner may add an additional account owner. However, we reserve the right to require written consent of all account owner(s) for a change of ownership or termination of a multiple party account. If we are notified either verbally or in writing of a dispute among the account owners or have received conflicting instructions concerning the account, we may temporarily cease operation of or terminate the account, require a court order enabling proper operation of the account or require that all account owners agree in writing to any and all transactions concerning the account.

- C. *Account Liability for Multiple Party Accounts.*** If any item deposited in a multiple party account is returned unpaid, an account is overdrawn or if we do not receive final payment on any transaction, each of the multiple party account owners is jointly, severally, and fully liable to us for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who created the overdraft, deposited or cashed the item or benefited from the transaction. If any account owner is indebted to us, we may enforce our right against any or all funds in the multiple party account regardless of who contributed the funds to the account, or any account either account owner may have funds in, unless strictly prohibited by law.
- D. *POD/Trust Accounts.*** Whenever an account is designated POD or Trust, this instructs us that an account so designated is payable to the owner or owners during their lifetimes, and upon the death of the last account owner, payable to any named and surviving POD or Trust beneficiary or Successor Trustee designated on your Membership Application or Affidavit of Living Trust. If an account is payable to more than one beneficiary the account is jointly owned by such beneficiaries without rights of survivorship. POD or Trust beneficiaries shall not apply to Individual Retirement Accounts (IRAs), which are governed by a separate beneficiary designation. It is not our duty and we shall have no obligation to notify any beneficiary of the existence of any account or the vesting of the beneficiary's interest in any account, except as otherwise provided by law. For any trust account established by a member, we reserve the right to require that the trust must be registered in the state of Colorado and that the trustee(s) will complete "Ent Federal Credit Union Affidavit of Living Trust" or similar Certificate of Trust. An IRA is a separate trust entity and cannot be converted under a trust. Ent will not act as the trustee for any trust unless explicitly authorized by law. Ent, in its sole discretion, has the right to refuse any trust for application for membership or open new accounts under the name of the trust. There may be other formal or informal types of fiduciary accounts that will be governed by court order or applicable laws that may be accepted by us, e.g., Conservator, Guardianship, Estate, Medicaid Income Trusts, KeepSafe Trusts, Social Security, Individual Development and Medical Health Savings Accounts.
- E. *Minor Accounts.*** For any account established by a minor, we reserve the right to require the minor account to be a multiple party account with a parent, grandparent or legal guardian who shall be jointly, severally, and fully liable to us for any returned item, overdraft, or unpaid charges or amounts on such accounts. The minimum age to open a checking account is 15 years old. We may make payments of funds directly to the minor without regard to his/her minority. Unless a parent, grandparent or guardian is an owner of the account the parent, grandparent or guardian shall not have any right to access the account. We have no duty to inquire of the use or purpose of any transaction by the minor or any account owners. Ent shall not change the account status when the minor reaches the age of majority unless authorized in writing by all account owners, or provided by law.
- F. *Uniform Transfers to Minors Account.*** A Uniform Transfer to Minors Account (UTMA) is an individual account established by a member as a custodian by depositing funds as an irrevocable gift to a minor. The minor to whom the transfer is made is the owner and beneficiary of 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 entitled to make deposits to, withdrawals from, or close the account. We have no duty to inquire of the use or purpose of any transaction by the custodian. In the event of the custodian's death, we may place an administrative hold on the account, until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing such withdrawal. Account ownership will revert solely to the minor when they attain the age of 21 years old.

**G. Signator Designation.** A signator designation is an instruction to us that the account owner(s) has authorized another person to make transactions as agent for the account owner(s) regarding the accounts designated. A signer has no ownership in the account or Ent voting rights. We have no duty to inquire of the use or purpose of any transaction by the agent. Signator designation is usually limited to commercial, corporation, business, association or partnership accounts.

**H. Business Accounts.** Sole Proprietorship, Partnership, Corporation and Unincorporated Business Association/Organization Accounts may be opened with appropriate supporting documentation. Ent reserves the right to deny the opening of any type of Business Account. Principals of a legal entity must be identified and eligible for membership as individuals. Please reference the separate Fee Schedule for Business or Corporate Accounts and additional terms and conditions on our Business/Corporate Deposit Resolution and Agreement and Business/Corporate Signature Card.

#### 4. REQUIREMENTS FOR DEPOSIT OF FUNDS

Deposit of funds may be made to any account, in any manner approved by us in accordance with applicable laws and regulations.

**A. Endorsements.** At our discretion, you authorize us to accept transfers, checks, drafts, substitute checks (as defined by the Check Clearing for the 21st Century Act, referred to as "Check 21") and other items for deposit into any of your accounts if they are made payable to, or to the order of, any one or more owners on the account, whether or not they are endorsed by all payees. You authorize us to supply missing endorsements of any owners if the credit union chooses to supply such endorsements. If an insurance, government, or other check or draft requires an endorsement as set forth on the back of the check or draft, we may require endorsement as set forth on the item. Endorsements must be placed in the space on the back of the check between the top edge and 1.5 inches from the top edge. If you deposit a substitute check as defined under Check 21, you are providing a warranty that all endorsements provided by you or on your behalf are proper and the item is properly payable and absent of any alteration. We reserve the right to reject any check for deposit which is not properly endorsed, may indicate fraud or alteration or has been stamped in such a manner as to block the credit union's routing and transit number. You agree that we may refuse to accept for deposit or to process any check or other item that is presented in a form that cannot be processed, photographed or imaged with equipment used in our normal operations.

**B. Collection of Items.** We shall not be responsible for deposits made by mail, at an automated teller machine (ATM) or at an unstaffed facility until the credit union actually receives them. We act only as your agent in handling your deposits and assume no responsibility beyond the exercise of ordinary care. We will not be liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We reserve the right to send any item for collection.

**C. Final Payment.** All items or Automatic Clearing House (ACH) transfers credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to charge your account for the amount of such items or ACH transfers or both and impose a return item charge on your account. If we incur fees to collect any item, we may charge such applicable fees to your account. We reserve the right to refuse or to return all or any item or funds transfer. We shall have the right to charge back against your account all previously deposited items or other negotiable items endorsed by you that are returned to us unpaid, regardless of whether the amount of the item has been available for your use.

- D. Direct Deposits.** We may offer direct deposit options allowing you to pre-authorize deposits (e.g., payroll checks or other government checks) or pre-authorize transfers from other accounts at Ent. You must authorize any direct deposits to your accounts by a separate authorization form. If applicable, a notification of at least thirty (30) days prior to any direct deposit or pre-authorized transfer must be given if you wish to cancel or change the direct deposit or direct transfer option. Upon a filing of bankruptcy, if you fail to cancel any direct deposit authorization, you therefore instruct your employer and us to make and apply direct deposits in accordance with your authorization on file with us. If we are required to reimburse an employer or the U.S. government for any benefit payment directly deposited into your account for any reason, you agree that Ent may deduct the amount returned from any of your accounts, unless prohibited by law.
- E. Crediting of Deposits.** Deposits made after the deposit cutoff time and deposits made on credit union holidays and on days that are not business days at Ent will be credited to your account on the next business day. Deposits received at unstaffed facilities such as night depositories will be credited on the day funds are removed and processed by us. Items drawn on an institution located outside the United States may be handled on a collection basis. Amounts may be provisionally credited to your account until we receive final payment. You waive any notice of nonpayment, dishonor, or protest regarding any items purchased or received by us for credit to your account or for collection. You authorize us to correct any posting errors to your account if the funds were not properly payable to an account owner.

## 5. ACCESS TO CREDIT UNION ACCOUNTS

- A. Authorized Signature.** We must have an authorized signature of yours on a Membership Application or Signature Card to access any account of yours. You authorize us to recognize your signature, but we will not be liable for refusing to honor any item or instruction of yours if we believe, in good faith, that the signature on such item or instruction is not genuine. You may authorize the use of a facsimile signature, but you give permission to us to honor any check or draft that appears to bear your facsimile signature even if it was made by an unauthorized person. If you should give your account number to a third person and authorize us to accept and honor transactions initiated by the third person, you may not hold us liable if the third person initiates transactions on your account you are not aware of.
- B. Access Options.** You may make withdrawals or transfers from your account by any means permitted by us (e.g., check, ATMs, in person, by mail, automatic transfer, ACH, Internet access or telephone, as applicable). If we accept any check that is not drawn on a form provided by us, you will be responsible for any loss incurred by us for handling the check. We may return as unpaid any check that is not drawn on a form provided by us. We have the right to review, approve or refuse to accept any Power of Attorney and may restrict any withdrawals or transfers on your account.
- C. ACH and Wire Transfers.** You may initiate or receive credits or debits to your account via wire transfer or ACH transfer if that service is provided by us. Electronic presentment of checks you write to a merchant is allowed under ACH regulations. This means that although you may give a paper check to a merchant, they may present that check for payment electronically via the ACH system. It is the responsibility of the merchant to destroy or return the item under ACH guidelines. You are in agreement that if you receive funds by a wire or ACH transfer, we are not required to notify you at the time the funds are received. The transfer will be shown on your periodic statement. We may provisionally credit your account for an ACH transfer before we receive final

settlement for the transfer. You are in agreement that if we do not receive final settlement for an ACH transfer, we may reverse the provisional credit to your account or you will refund the amount to us. When you initiate a wire transfer, you must identify the recipient and any financial institution by name, by account, and by identifying number. Ent (and other institutions) may rely on the account or other identifying numbers as the proper identification, even if it identifies a different party or institution. As part of our security procedures, you authorize us to record telephone conversations related to the processing of wire transfers, transactions and account maintenance. You authorize Ent to utilize any security procedure it defines necessary prior to completing a wire transfer. Wire transfers are governed by Federal Reserve Regulation J if the transfer is cleared through the Federal Reserve. ACH transactions are governed by the rules of the National Automated Clearing House Association. Additional information, including restrictions and liabilities, is outlined in "Ent Federal Credit Union Domestic and International Funds Transfer Agreement and Disclosure."

**D. Examination of Documents.** We may disregard information on any draft or check other than the signature of the drawer, amount of the item and any magnetic encoded information. You are in agreement that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for visual examination or presentation of the actual items.

## 6. ACCOUNT PAYMENT OF EARNINGS AND ACCOUNT FEES

Payment of earnings on your account is subject to the account rates and fees, payment and balance requirements as set forth in the related Fee Schedule and Truth-in-Savings Disclosure. We may charge you fees for your accounts and services that the credit union provides. Fees may reduce earnings on an account. Fees and charges that may be assessed against your account are set forth in the Fee Schedule, and you agree that the credit union may change the Fee Schedule at any time. You will be notified of such changes as required by law.

## 7. TRANSACTION LIMITATIONS

**A. Restrictions of Withdrawals.** We may permit a withdrawal only if you have sufficient funds available in your account to cover the entire amount of the withdrawal or have an established overdraft protection plan in accordance with our Overdraft Procedures. Checks, transfer orders or payment orders that are drawn against insufficient funds will be subject to a service charge, set forth in the Fee Schedule. If there are insufficient funds to cover some but not all of your withdrawal orders, we may allow those withdrawals for which there are sufficient funds, in any order, at our discretion. We may also refuse to allow a withdrawal of funds in other cases; for example: any dispute between the owners about the account (unless a court has ordered us to allow the withdrawal); a legal garnishment or attachment is served; the account secures any obligation to us; any required documentation has not been presented; the withdrawal is prohibited by law or regulation; or you fail to repay an Ent loan on time. You will be advised of the reason(s) for refusal after action is taken, if required by law. You accept and agree to follow credit union procedural guidelines developed to ensure the safety and soundness of the credit union by allowing us to limit transactions at our sole discretion that are deemed to be a concentration of funds in the form of a deposit or withdrawal to a member's account which would create the potential to have a significant negative impact on the capital accounts of the credit union. We reserve the right to require members to give notice, in writing, of any intended withdrawals from any account of not less than seven (7) days and up to sixty (60) days in accordance with applicable law before such withdrawal.

- B. Transfer Limitations.** For savings and Money Market Savings accounts, if applicable, you may make up to six (6) pre-authorized, automatic, telephone (including data transmission), or audio response transfers to another account of yours or to a third party during any calendar month. A pre-authorized transfer includes any arrangement with us to pay a third party from the member's account upon oral or written orders, including orders received through the ACH. There is no limit on the number of transactions you may make in the following manner: (1) transfers to any loan account with us, and (2) transfers to another credit union account or withdrawals (checks payable and mailed directly to you) when such transfer or withdrawal is initiated in person, by mail or at an ATM. If a transfer request would exceed the transfer limitations set forth above in any statement period, your account will be subject to an excessive transfer fee or conversion to a transaction account. The credit union made a change in the way it reports total checking account balances to the Federal Reserve Bank (FRB). This change will not affect your available balance, dividend earnings, NCUA insurance, statement or any other feature of your checking account. This will allow us to substantially lower our reserve requirement balance at the FRB and increase the amount of funds available for loans and investments, thereby increasing our ability to serve our members. Checking accounts will now be structured into checking and savings sub-accounts for regulatory accounting purposes, only. The credit union may periodically transfer funds between these two sub-accounts based upon regulatory limitations. Your dividend calculation on both sub-accounts will be the same and receive the dividend rate applicable to your checking account.
- C. Transaction Authorizations.** Authorization holds may reduce the amount available in your account. Ent has no control over the dollar amount and time that a merchant authorization holds your available funds. You agree that we shall not be liable for withholding any authorization. Please refer to your Ent Agreement and Disclosure for a Visa® Debit Card or ATM Card for additional information.

## 8. OVERDRAFTS

- A. Overdraft Liability.** If on any day, the funds in your checking or savings account are not sufficient to cover checks, fees or other items posted to your account, those amounts will be handled in accordance with our overdraft procedures or an overdraft protection plan you have with us. Our determination of an insufficient account balance may be made at any time between presentation and our midnight deadline (of the same day) with only one review of the account required. We have no duty to notify you of an insufficient funds check or item. Your account will then be subject to a charge for the item whether paid or returned and any subsequent overdraft processing costs as set forth in the Fee Schedule. At our discretion, we may pay your account into overdraft subject to applicable fees. Except as otherwise agreed in writing, Ent, by covering one or any overdraft, does not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time without notice. If we pay a check, item or impose a fee that would otherwise overdraw your account, you agree to pay the overdrawn amount immediately. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any midnight deadline limits.
- B. Overdraft Protection Plan.** If we have approved an overdraft protection plan for you, we will honor checks or items drawn on insufficient funds in your account by transferring the necessary funds from another account under this Agreement or a loan account, as you have directed. The fee for overdraft transfers, if any, is set forth in the Fee Schedule. Transfers from an account will be governed by this Agreement. Transfers from a loan account will be governed

by the applicable loan agreement. If your account reflects an authorization hold, your credit line may be reduced. This overdraft protection plan will not automatically advance to make loan payment transfers to other Ent loans.

- C. **Overdraft Protection Program.** Ent offers a courtesy pay overdraft protection program which is designed to cover inadvertent overdrafts in an individual's checking account. By signing a signature card, you are enrolling in this type of courtesy pay overdraft program for your individual checking account(s). The program will pay items for a period of five (5) days up to an aggregate total of \$300. Items that are approved for payment may include checks, point-of-sale transactions and ACH debits. Each paid item will be assessed a fee that is equivalent to the fee paid for returning an item as non-sufficient funds. This is not a line of credit and must be repaid within thirty (30) days of the account being overdrawn. Members who anticipate overdrawing their account on a recurring basis are encouraged to request an overdraft line of credit with higher dollar limits based on standard credit qualifications. A member may opt out of the overdraft protection program by contacting us at the telephone numbers or address listed herein. We have the option to increase the courtesy pay aggregate limit to provide additional service to a member as deemed appropriate for the member's account relationship.
- D. **Credit Reporting.** If a negative balance in any savings or checking account is not resolved within thirty (30) days, we may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

## 9. POSTDATED AND STALE-DATED DRAFTS

You authorize us to accept and pay any check without regard to the date of the check even if the check is presented for payment before its date. You agree not to deposit checks or other items before they are properly payable. We are under no obligation to you to pay a check drawn on your account that is presented more than six (6) months after its date.

## 10. STOP PAYMENT ORDERS

- A. **Stop Payment Request.** You may ask us to stop payment on any check you or any account owner draws upon your Ent account. You may request a stop payment in person, by telephone, online banking or by mail. The stop payment of a check or electronic item will be effective if we receive the order in time for us to act upon the order and you provide accurate information regarding the account number, amount, check number and payee. If you give us incorrect information, we will not be responsible for failing to stop payment on the check. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the check. If we credit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer all of your rights against the payee or other holders of the check to us, and to assist us in legal action taken against the payee.
- B. **Duration of Order.** A check stop payment request expires six months from the date the request was placed or until canceled by an account holder in writing. If the check is presented electronically as an ACH item, in accordance with the National Automated Clearing House Association (NACHA) electronic check conversion rules, the item will be returned as a stop payment. Should the payee submit the check electronically as a prearranged ACH debit it may be processed. A Written Statement of Unauthorized Debit form must be completed to recover these funds. An ACH stop payment order will remain in effect until the earlier of (1) the withdrawal of the stop payment order by the account owner(s), or (2) the return of a single debit entry or if applied to a specific originator, the return of all debit entries.

**C. Liability.** We may charge a fee for each check for which a stop payment order is requested as set forth in the Fee Schedule. You may not stop payment on any certified check, official check or any other check, draft, or payment guaranteed by us unless there is a lost or stolen circumstance. You agree that any claim of loss is not enforceable until after the 90th day following the date of the check or its certification. You agree that Ent, at its discretion, may not issue a replacement check until the 90th day. You should be aware that while payment of the item may be stopped, you may remain liable to any person, including Ent, who is a holder of the item despite the stop payment order. You agree to indemnify and hold us harmless from all costs, including attorney's fees, damages or claims related to Ent's action in refusing payment of an item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you. We may require the purchase of an indemnity bond.

## **11. LIABILITY OF ENT**

If we do not properly complete a transaction according to this Agreement, Ent 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: (a) through no fault of ours, your account does not have enough available funds to make the transaction; (b) circumstances beyond our control prevent the transaction; (c) your loss is caused by your negligence or the negligence of another financial institution; (d) law or regulation prohibits the completion of the transaction; (e) the money in your account is subject to legal process or other claim; or (f) it is necessary to prevent loss to your account or Ent. We will not be liable for consequential damages, except liability for wrongful dishonor. Ent's actions will constitute the exercise of ordinary care if such actions or non-actions are consistent with applicable state law, Federal Reserve Regulations and Operating Letters, ACH rules, and general banking practices followed in the area served by us. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this account Agreement. Any conflict between oral representations by you or our employees and any written form will be resolved by reference to this Agreement and applicable written form.

## **12. CREDIT UNION LIEN AND SECURITY INTEREST**

To the extent you owe us as a borrower, guarantor, endorser, or otherwise, we have a lien on any or all of the funds in any account in which you have ownership interest, regardless of the source of funds, unless prohibited by law. You authorize government payments and deposits made to your account can be used for the repayment of any obligation owed to Ent. We may apply these funds in any order to pay off your indebtedness. If we choose not to enforce any such lien, we do not waive our rights to enforce the lien at a later time. In addition, you grant us a consensual security interest in your accounts and agree we may use the funds from your accounts to pay any debt or amount now or hereafter owed us, except for obligations secured by your residence, if prohibited by applicable law. All accounts are nonassignable and nontransferable by member to third parties. We may use the services of third parties to assist in the collection of any indebtedness owed to the credit union.

## **13. LEGAL PROCESS**

If any legal action, such as levy, garnishment, or attachment, including those issued by the Internal Revenue Service (IRS) or the state of Colorado, is brought against your account, we may refuse to pay out any funds from your account until the dispute is resolved or may pay out funds according to the terms of the levy, garnishment or attachment. You agree to hold us harmless in our response to any legal action. You agree account balances are subject in their entirety to the

satisfaction of the court order regardless of the source of funds. If we incur any expenses or attorney's fees in responding to a legal process, such expenses may be charged against your account without prior notice to you, unless prohibited by law. Any legal process against your account is subordinate to Ent's lien and security interests. Ent will comply with federal government and state of Colorado requirements such as Office of Foreign Asset Control (OFAC), USA PATRIOT and Bank Secrecy Acts and any other programs requiring a federal credit union's involvement.

#### 14. NOTICES

- A. *Name or Address Changes.*** It is your responsibility to notify us of address changes or a legal name change, with supporting documentation. We are only required to attempt to communicate with you at the most recent address you have provided to us. If we receive notification from the U.S. Postal Service that your mail is undeliverable, we may, at our option, change your address on file with us with the information provided by the U.S. Postal Service. We may accept oral notices of a change in address and may require any other notice from you to us be provided in writing. If we attempt to locate you, we may impose a service fee as set forth in the Fee Schedule.
- B. *Notice of Amendments.*** Except as otherwise prohibited by applicable law, the terms of this Agreement are subject to change at any time at the discretion of Ent. We will notify you of any changes in terms, rates, or fees as required by law. By utilizing your account and related services described herein, you agree to amendments to the terms of this Agreement which have been made available to you by mail, electronically on our website or in person. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to enforce any right in the future.
- C. *Effect of Notice.*** Any written notice you give to us is effective when it is actually received. Any written notice or statement we give you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Electronic notices or statements become effective when we electronically mail them to you or post a notice on our website that information is now available to you. Notice to any one (1) account owner is considered notice to all owners of the account.

#### 15. TAXPAYER IDENTIFICATION NUMBERS AND BACKUP WITHHOLDING

A taxpayer identification number (TIN) must be provided at the time of new account opening as a Membership Application requirement and must remain on the account. The TIN may be in the form of a Social Security Number (SSN), Individual Taxpayer Identification Number (ITIN) or an Employer Identification Number (EIN). In the event that an applicant provides documentation that a TIN request has been submitted to the appropriate federal agency, a non-dividend-bearing savings account may be opened, at the discretion of the credit union, with no other credit union services provided, until such time when the TIN is provided to the credit union. The TIN must be provided to us within sixty (60) days. Canadian Nationals may provide us with their Social Insurance Number and complete a W-8BEN. A foreign resident's dividends are subject to reporting to the IRS. If your account is or becomes subject to backup withholding, Ent is required by law to withhold and pay to the IRS a required percentage of payments of dividends, interest and other payments under certain conditions. Your failure to furnish a correct TIN or meet other applicable requirements may result in backup withholding or termination of your account.

#### 16. STATEMENTS

- A. *Contents.*** If we provide a periodic statement for your account, you will receive

a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for a multiple party, business or corporate account. For checking accounts, you understand and agree that when paid, your original check becomes the property of Ent and may not be returned to you, but copies or images may be retained by us or a payable through financial institution and made available upon your request. Applicable charges for this service are listed in the Fee Schedule. You understand and agree that statements are made available to you on the date they are mailed to you or provided (posted) electronically. You also understand and agree that checks or copies thereof are made available to you on the date the statement is mailed or sent to you (to include electronic delivery) even if the checks do not accompany the statement. Additional copies of statements or requesting a copy of the statement prior to the receipt of the mailed statement by us will have charges assessed as stated in the Fee Schedule.

- B. Examination.** You are responsible for examining each statement and reporting any irregularities to us. We will not be responsible for any forged, altered or unauthorized items drawn on your account if (1) you fail to notify us within forty (40) days of the mailing or electronic delivery date of the earliest statement regarding any forgery, alteration or unauthorized signature on any item described in the statement, or (2) any items are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature.
- C. Notice to Credit Union.** You agree that our retention of checks does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes 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 limits.
- D. Delivery.** You agree to the acceptance of notices, periodic statements and disclosures by means of electronic delivery. Statements and disclosures received through electronic means should be printed, reviewed and retained by you.

## 17. INACTIVE ACCOUNTS

If you have not made a withdrawal from, deposit to, or transfer involving your account for more than the period specified in the Fee Schedule, we may classify your account as an inactive account. Unless prohibited by applicable law, we may charge a service fee for continuing to process your inactive account as set forth in the 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 and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. 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, and if you choose to reclaim such funds you must apply to the appropriate state agency.

## 18. SPECIAL ACCOUNT INSTRUCTIONS

You may request us to 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 other protection. Account changes requested by you, or any account owner, such as adding or closing an account or service, must be evidenced by a signed form and appropriate documentation that is acceptable to us.

## **19. TERMINATION OF ACCOUNT**

We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if: (a) there is a change in owners or authorized signers; (b) there has been a forgery or fraud reported or committed involving you or your account; (c) there is a dispute as to the ownership of the funds in the account; (d) any checks are lost or stolen; (e) there are excessive returned unpaid items not covered by an overdraft protection plan; (f) there has been any misrepresentation or any other abuse of any of your accounts; (g) false or inaccurate information has been provided to obtain an account or related services; (h) the account has been utilized to conduct illegal transactions, (i) continuation of the account is prohibited by law or regulation; or (j) we reasonably deem it necessary to prevent a loss to Ent. You may terminate an account at any time by notifying us in writing. We are not responsible for payment of any check, withdrawal, or other item after your account is terminated. If we pay an item after termination, you agree to reimburse us for the payment.

## **20. TERMINATION OF MEMBERSHIP**

You may terminate your membership at Ent after giving notice of your intent to withdraw from membership. You may be denied services or expelled from membership for any reason allowed by applicable law, including causing a loss to Ent, providing false or inaccurate information to obtain an account, or failure to maintain the minimum share balance.

## **21. DEATH OF ACCOUNT OWNER**

Under normal circumstances, we may continue to honor all transfers, withdrawals, deposits, checks, and other transactions on the account until we are notified of an account owner's death. Once we are notified of an account owner's death, we may pay checks or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days unless we receive instructions from any person claiming an interest in the account to stop payment on checks or other items. You agree we can require that anyone who claims funds in your account after your death indemnify Ent for any losses resulting from honoring that claim. This agreement will be binding upon any heir(s) or legal representative(s) of any account owner.

## **22. SEVERABILITY**

In the event that any portion of this agreement is held by a court to be invalid or unenforceable for any reason, the remainder of this Agreement shall not be invalid 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. Any financial service provided by Ent may be used for any transaction permitted by law. I agree that illegal use of any financial service will be deemed an action of default and/or breach of contract and such service and/or other related services may be terminated at our discretion. I further agree, should illegal use occur, to waive the right to sue Ent for such illegal activity directly or indirectly related to it. I also agree to indemnify and hold Ent harmless from any suits or other legal action or liability, directly or indirectly, resulting from such illegal use.

## **23. ENFORCEMENT**

You agree to be liable to us for any loss, cost or expense that we incur as a result of your failure to follow this Agreement. You authorize us to deduct any such loss, costs or expenses from your account without prior notice to you. In the event Ent

brings a legal action to enforce the Agreement or collect any amount due under 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.

## 24. STATUTORY LIEN

If you are in default on a financial obligation to us which may include a loan or a negative balance on a savings or checking account, federal law gives us the right to apply the balance of shares, deposits and dividends in any of your account(s) to repay the defaulted loan or negative share amount. Once you are in default, we may exercise this right without further notice to you.

## 25. GOVERNING LAW

This Agreement is governed by the Bylaws of Ent Federal Credit Union, federal laws and regulations, regulations of the state in which Ent's main office is located (Colorado), and local ACH rules, as amended from time to time. To the extent permitted by applicable law, you agree that any legal action regarding the Agreement shall be brought in the state and country in which we are located. Ent will comply with federal government and state of Colorado requirements such as Office of Foreign Asset Control (OFAC), USA PATRIOT and Bank Secrecy Acts, and any other programs requiring a federal credit union's involvement.

# TRUTH-IN-SAVINGS

## SAVINGS, CHECKING, HEALTH SAVINGS, MONEY MARKET SAVINGS, IRA SAVINGS, COVERDELL EDUCATION SAVINGS

**RATE INFORMATION:** See current rate sheet that is available upon request. The dividend rate and Annual Percentage Yield on your account may change at any time. At the direction of this credit union's Board of Directors, the dividend rate may change without limitation to a maximum or minimum level. The Annual Percentage Yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. Fees may reduce earnings.

**NATURE OF DIVIDENDS:** Dividends are paid from current income and available earnings after required transfers to reserves have been made at the end of the dividend period. The dividend rates and Annual Percentage Yields are the prospective rates and yields that we anticipate paying for the applicable dividend period.

### 1. SAVINGS (Share)

**COMPOUNDING AND CREDITING:** Dividends will be computed daily and credited monthly. The dividend period begins on the first calendar day of the dividend period and ends on the last day of the dividend period. Dividends are paid on the last day of the dividend period.

**BALANCE INFORMATION:** The minimum balance required to open a savings account is \$35.

**BALANCE COMPUTATION METHOD:** Dividends are calculated by the Daily Balance Method, which applies a daily periodic rate to the principal balance in the account at the end of each day. Dividends will begin to accrue on the business day you deposit cash and noncash items.

**FEES:** The savings account has no minimum balance fee. Any other fees related to the use of this account (including automated teller machine [ATM] or inactive fees, etc.) are detailed in the Fee Schedule, which is accessible to all members upon request.

**TRANSACTION LIMITATIONS:** For a savings account, no more than six (6) pre-authorized, automatic or telephone transfers may be made from this account to another account of yours or to a third party in any month (ATM transactions

are excluded from these limitations). Transactions that exceed this limitation are subject to a monthly excessive transfer fee.

## 2. CHECKING (Dividend Earning)

**COMPOUNDING AND CREDITING:** Dividends will be computed daily and credited monthly. The dividend period begins on the first calendar day of the dividend period and ends on the last day of the dividend period. Dividends are paid on the last day of the dividend period.

**BALANCE INFORMATION:** There is no minimum balance required to open a dividend-earning checking account. Any account that remains at a zero balance or less for a period of thirty (30) days is subject to closure by the credit union.

**BALANCE COMPUTATION METHOD:** Dividends are calculated by the Daily Balance Method, which applies a daily periodic rate to the principal balance in the account at the end of each day. Dividends will begin to accrue on the business day you deposit cash and noncash items.

**FEES:** The checking account has a monthly minimum balance fee. If your average daily balance is below \$500 a fee will be assessed. Any other fees related to the use of this account (including ATM, check printing, stop payment orders, insufficient check charges, courtesy pay or inactive fees, etc.) are detailed in the Fee Schedule, which is available to all members upon request.

**TRANSACTION LIMITATIONS:** Deposit and withdrawal limitations exist when accessing this account by an ATM or Visa® Debit Card. (Reference your Visa Debit Card or ATM Card Agreement and Disclosure for specific details.)

## CHECKING (Non-Dividend Earning)

**BALANCE INFORMATION:** There is no minimum balance required to open a non-dividend earning free checking account. This account does not pay dividends on any outstanding balance. Any account that remains at a zero balance or less for a period of thirty (30) days is subject to closure by the credit union.

**FEES:** The checking account has no minimum balance fee. Any other fees related to the use of this account (including ATM, check printing, stop payment orders, insufficient check charges, courtesy pay or inactive fees, etc.) are detailed in the Fee Schedule, which is available to all members upon request.

**TRANSACTION LIMITATIONS:** Deposit and withdrawal limitations exist when accessing this account by an ATM or Visa Debit Card. (Reference your Visa Debit Card or ATM Card Agreement and Disclosure for specific details.)

## 3. HEALTH SAVINGS ACCOUNT (Dividend Earning Checking)

**COMPOUNDING AND CREDITING:** Dividends will be computed daily and credited monthly. The dividend period begins on the first calendar day of the dividend period and ends on the last day of the dividend period. Dividends are paid on the last day of the dividend period.

**BALANCE INFORMATION:** There is no minimum balance required to open this dividend earning checking account. Any account that remains at a zero balance or less for a period of 30 days is subject to closure by the credit union. This is a tiered rate account. Please reference Ent.com or visit one of our service centers for current rate information.

**BALANCE COMPUTATION METHOD:** Dividends are calculated by the Daily Balance Method that applies a daily periodic rate to the principal balance in the account at the end of each day. Dividends will begin to accrue on the business day you deposit cash and noncash items.

**FEES:** This checking account has no monthly minimum balance fee. Any other fees related to the use of this account (including ATM, check printing, stop payment orders, insufficient check charges, or inactive fees, etc.) are detailed in the Fee Schedule, which is available to all members upon request.

**TRANSACTION LIMITATIONS:** Deposits for any taxable year can not exceed limits prescribed by the Department of the Treasury and the Internal Revenue Service (IRS). Courtesy pay, overdraft programs and automatic account transfers will not be available for Health Savings Accounts. Withdrawal limitations exist when accessing this account by a Visa Debit Card. (Reference your Visa Debit Card/ATM Card Agreement or Electronic Funds Transfer disclosure for specific details.)

#### 4. MONEY MARKET SAVINGS

**COMPOUNDING AND CREDITING:** Dividends will be compounded daily and credited monthly. The dividend period begins on the first calendar day of the dividend period and ends on the last day of the dividend period. Dividends are paid on the last day of the dividend period.

**BALANCE INFORMATION:** The Money Market Savings is a tiered rate account. The minimum balance required to open a Money Market Savings account is \$2,500.

**BALANCE COMPUTATION METHOD:** Dividends are calculated by the Daily Balance Method, which applies a daily periodic rate to the principal balance in the account at the end of each day. Dividends will begin to accrue on the business day you deposit cash and noncash items.

**FEES:** The Money Market Savings account has no minimum balance fee. Any other fees related to the use of this account (including ATM or inactive fees, etc.) are detailed in the Fee Schedule, which is available to all members upon request.

**TRANSACTION LIMITATIONS:** For a Money Market Savings account, no more than six (6) pre-authorized, automatic or telephone transfers (including data transmission) may be made from this account to another account of yours or to a third party in any month. ATM transactions are excluded from these limitations. Transactions that exceed this limitation are subject to a monthly excessive transfer fee.

#### 5. INDIVIDUAL RETIREMENT SAVINGS ACCOUNT/COVERDELL EDUCATION SAVINGS

**COMPOUNDING AND CREDITING:** Dividends will be computed daily and credited monthly. The dividend period begins on the first calendar day of the dividend period and ends on the last day of the dividend period. Dividends are paid on the last day of the dividend period.

**BALANCE COMPUTATION METHOD:** Dividends are calculated by the Daily Balance Method, which applies a daily periodic rate to the principal balance in the account at the end of each day. Dividends will begin to accrue on the business day you deposit cash and noncash items.

**BALANCE INFORMATION:** This account is a tiered rate account. The minimum balance required to open is \$5.

**FEES:** This account has no minimum balance fee. Penalties imposed by the IRS may apply.

**TRANSACTION LIMITATIONS:** Any withdrawals on IRA accounts are subject to IRS limitations and/or penalties. Contributions are limited by IRS guidelines for the maximum dollar amount per year for wage earners and non-wage earning spouses. Please consult a tax advisor.

#### 6. MY SAVINGS STARTER CERTIFICATES

**COMPOUNDING AND CREDITING:** Dividends are computed on a simple interest basis and paid at maturity.

**BALANCE COMPUTATION METHOD :** Dividends are calculated by the Daily Balance Method, which applies a daily periodic rate to the principal balance in the account at the end of each day. Dividends will begin to accrue on the business day you deposit cash and noncash items.

**BALANCE INFORMATION:** The minimum balance required to open a Certificate account is \$25. At maturity, we will follow your instructions to transfer funds or

mail a check to you. In the absence of this instruction, we will transfer these funds to your savings account. At annual renewal, no minimum balance is required to maintain the account for a period of thirty (30) days, after which time the account may be closed due to inactivity.

**RENEWAL:** The Certificate is designed to allow you to choose your maturity date to save for special events. You may choose a maturity/renewal date between six (6) months and one (1) year from the date of opening. This certificate will automatically renew at the prevailing rate and term until you instruct us to close this product. Any automatic transfers that you have set up on this account will continue into each renewal period, unless you withdraw your transfer authorization.

**FEES:** There are no direct fees related to the use of this account. Any other fees related to the use of this account are detailed in the Fee Schedule, which is available to all members upon request.

**PENALTIES:** The penalty to close this account prior to maturity is the loss of all accrued dividends.

**TRANSACTION LIMITATIONS:** After your account is opened, you may add funds to your account at any time and in any amount. You may not make any withdrawals from your Certificate without closing the account.

We offer various types of Priority, special or promotional certificate products that are subject to the terms of the Certificate Agreement. For minimum balance requirements please reference published Rate Sheet. Please reference Certificates/IRA Accounts below for additional information.

## 7. CERTIFICATES/IRA ACCOUNTS

**RATE INFORMATION:** The dividend rate and Annual Percentage Yield on certificates offered may change at any time. At the direction of this credit union's Board of Directors, the dividend rate may change without limitation to a maximum or minimum level. The Annual Percentage Yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. Dividend rates and Annual Percentage Yields are normally fixed and will be in effect for the term of the account. Any certificate offered by us is subject to the terms of the Certificate Agreement, change or renewal notice, and the specific terms set forth for each account. The Annual Percentage Yield is based on the assumption that dividends will remain on deposit until maturity. Any withdrawal would result in a reduction of earnings. Rates vary by term and product. Current rate information is available upon request.

**NATURE OF DIVIDENDS:** Dividends are paid from current income and available earnings after required transfers to reserves have been made at the end of the dividend period. The dividend rates and Annual Percentage Yields are the prospective rates and yields that Ent anticipates paying for the applicable dividend period.

**COMPOUNDING AND CREDITING:** Dividends will be compounded and credited monthly. The dividend period begins on the first calendar day of the dividend period and ends on the last day of the dividend period. Dividends are paid on the last day of the dividend period.

**BALANCE COMPUTATION METHOD:** Dividends are calculated by the Daily Balance Method, which applies a daily periodic rate to the principal balance in the account at the end of each day. Dividends will begin to accrue on the business day you deposit cash and noncash items.

**BALANCE INFORMATION:** The minimum balance required to open a certificate or an IRA certificate is \$500.

**FEES:** There are no fees related to the use of this account.

**TRANSACTION LIMITATIONS:** After your certificate account is opened, you may not add funds to your account, but you may make withdrawals of dividends from your account. Dividends withdrawn from IRAs before age 59½ may be subject to IRS penalties.

**MATURITY:** Your account will mature at the end of the term or at the maturity date set forth on your certificate, account receipt or renewal notice. At maturity, all accounts are automatically renewable for an identical term at the current appropriate dividend rate. Exceptions will be specifically stated on your certificate or disclosed on the renewal notice. You will have six (6) calendar days after the maturity date to withdraw funds without penalty.

**PENALTIES:** We may impose a penalty if you withdraw any of the principal before the maturity date or the renewal date. For certificates and IRA certificates with maturity of one (1) year or less, the amount of the early withdrawal penalty is ninety (90) days' loss of dividends. For certificates and IRA certificates with maturity in excess of one (1) year, the amount of the early withdrawal penalty is one hundred eighty (180) days' loss of dividends. The penalty is calculated as a forfeiture of part of the dividends that have been or would be earned on the account. It applies whether or not the dividends have been earned. If the account has not yet earned enough dividends, the penalty will be all dividends earned with the remaining portion deducted from the principal. If the dividends have already been paid and withdrawn, the penalty will be deducted from the principal.

FEDERAL LAW PROHIBITS THE GUARANTEE OF DIVIDENDS SINCE DIVIDENDS ARE BASED ON AVAILABLE EARNINGS AT THE END OF THE DIVIDEND PERIOD.

## **ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES**

The following information details your rights and responsibilities under laws governing Electronic Fund Transfers (EFT) as they apply to your accounts at the credit union that are established primarily for personal, family or household purposes. Please read this disclosure carefully to be familiar with your rights and responsibilities for EFT transactions. It is important to retain this notice for future reference.

### **TYPES OF ELECTRONIC FUND TRANSFERS**

**Electronic Check Conversion/Electronic Returned Check Fees.** If you pay for something with a check you may be authorizing your check to be converted to an EFT. You will also be authorizing the payee or third party to electronically debit your account for fees assessed on any unpaid or returned check(s) or item(s). You are considered to have authorized these EFTs if you complete the transaction after being told (orally or by a notice posted or sent to you) that the check(s), item(s) or fees may be processed electronically or if you sign a written authorization.

**Direct Deposits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s). Often direct deposits are processed through an Automated Clearing House (ACH) network that was pre-authorized by you. Examples of direct deposits include paychecks, Social Security and other government benefits, allotments, retirement benefits and dividends.

**Pre-authorized Withdrawals.** You may make arrangements to pay certain recurring bills from your checking or savings account(s). Pre-authorized payments from your account can include, but are not limited to, insurance company premiums, installment loan payments to other financial institutions or utility payments. Pre-authorized transfers from savings accounts are further limited to six (6) per month.

**Telephone Transfers.** You may access your account by telephone 24 hours a day, seven days a week, by calling (719) 591-7717 or out of state toll free 800-441-4882 by using your personal identification number (PIN), a touch tone phone and your account numbers to:

- transfer funds from savings accounts to checking accounts (limit six [6] per month);
- transfer funds to make loan payments; or
- obtain account information.

**ATM Access Cards.** The types of transactions and dollar limitations are set by the financial institution that owns the actual automated teller machine (ATM) and/or the servicing network with which it is linked. You may access your account(s) through an ATM by using a card with ATM access capabilities and inputting your PIN to:

- make withdrawals from your savings or checking account(s);
- make deposits into your savings or checking account(s) (at participating ATM locations);
- transfer funds between savings and checking account(s); and
- obtain balances on your savings or checking account(s).

**ATM/Debit Cards.** You may perform the functions listed under ATM Access Cards. In addition, you may access your checking account to purchase goods (in person), pay for services (in person), and obtain cash advances from participating merchants and financial institutions. The online dollar limitation for cash advances using your debit cards must not exceed \$505 per business day.

**Accounts Using Cards and/or PINs.** You cannot use the card and/or PIN to transfer money into or out of your account until we have validated it. If you do not want the use of the card, please destroy it by cutting it in half and notifying us immediately. Your PIN is issued for security purposes. It should remain confidential and not be disclosed to a third party.

**Electronic Services.** Ent provides online banking, telephone banking and other electronic services such as online bill payment. Information and disclosures on electronic services are made available to you at Ent.com or by asking a Member Service Representative.

**Shared Service Centers.** Ent account owners may perform limited transactions at other licensed credit union service centers.

## CHARGES FOR ELECTRONIC FUND TRANSFERS

- We do not charge for direct deposits to any type of account(s).
- We do not charge for pre-authorized withdrawals from any type of account(s).
- We do not charge for transactions or inquiries performed through the audio teller.

Charges associated with the use of your ATM or debit card are listed in the Fee Schedule. When using an ATM that is not owned or operated by Ent you may be charged a "foreign" ATM fee or out-of-network fee. Ent has no control over these charges and they are charged to you at the time of withdrawal. You will be given the option to stop the transaction by not accepting these charges assessed to you by the owner/operator of the ATM. Charges associated with transactions at shared service centers or related to account activity are included in our Fee Schedule.

## BUSINESS DAY DISCLOSURE

Our business days are Monday through Saturday. Sundays and federal holidays are excluded.

## RIGHT TO DOCUMENTATION

**Direct Deposits.** If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you

can call us at (719) 574-1100, 800-525-9623, or use telephone or online banking to verify the deposit has been made.

**Terminal Transfers.** You can obtain a receipt at the time you make any transfer to or from your account(s) using an ATM.

**Periodic Statements.** You will get a monthly account statement from us for your checking account(s). You will get an account statement from us for your savings account(s) on a periodic basis to reflect all transfers made to your account.

## RIGHT TO STOP PAYMENT

**Right to Stop Payment and Procedure for Doing So.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments by calling or writing us at the telephone numbers or address listed in this disclosure in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. You may also stop payment on an item(s) via Internet access. Please refer to our Fee Schedule for the amount we will charge you for each stop payment order you give.

**Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay will 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 Pre-authorized Transfer.** If you order us to stop one of these payments 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.

## OUR LIABILITY

**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 will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable if,

- through no fault of ours, you do not have enough funds available in your account to make the transfer;
- the transfer would exceed the credit limit on your line of credit;
- the ATM where you are requesting cash does not have enough cash;
- the terminal or system was not working properly and you knew about the breakdown when you started the transfer;
- your Visa® Debit Card or ATM Card is retrieved or retained by the ATM;
- your card or PIN has been lost or stolen and we have blocked the account;
- circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken;
- your account is in default;
- the funds are subject to legal process or other encumbrance restricting such transfer; or
- account ownership cannot be verified by switch network.

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

## DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

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

- where it is necessary for completing transfers;
- in order to verify the existence and condition of your account for a third party, such as a credit reporting agency or merchant;
- in order to comply with government agency or court orders; or
- if you give us written permission.

## UNAUTHORIZED USE

Telephone us **at once**, if you believe your card and/or PIN has been lost or stolen, your PIN compromised, or if an EFT has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses to a minimum. Your prompt notification will allow us to protect your account as well as the credit union. If your statement shows transfers that you did not make, tell us **at once**. If you do not tell us within sixty (60) days after the statement was mailed or provided to you, you may not get back any money you lost after the sixty (60) days, if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you believe your card and/or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone numbers or address listed in this disclosure.

## ERROR RESOLUTION

In case of errors or questions about your electronic transfers, call or write us at the telephone numbers or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- 1) Tell us your name and account number.
- 2) Describe the error or the 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.
- 3) 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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty [20] business days if your account has been open for thirty [30] days or less) for the amount you think is in error. This provisional credit enables you to have the use of the money during the time it takes us to complete the investigation. If the error concerns an electronic transfer that is (1) a foreign-initiated transaction, (2) point-of-sale debit card transaction, or (3) a transaction occurring within the first thirty (30) days after a deposit to a new account, a ninety-day (90-day) investigation period in place of forty-five (45) days will apply. Please note that if we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days of our request, 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.

Please direct inquiries or questions to:

**Ent Federal Credit Union**

**P.O. BOX 15819**

**Colorado Springs, CO 80935-5819**

**Telephone: (719) 574-1100 or 800-525-9623**

## FUNDS AVAILABILITY POLICY (YOUR ABILITY TO WITHDRAW FUNDS)

*This policy statement applies to share “transaction” accounts. Transaction accounts, in general, are accounts that permit an unlimited number of payments to third persons and an unlimited number of telephone and pre-authorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.*

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available you can withdraw them in cash and we will use the funds to pay checks that you have written. Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and Federal Reserve Bank holidays. If you make a deposit at a center before closing 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 that center’s close of business or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Proprietary ATM deposits have an earlier cutoff time of 2:00 p.m.; deposits submitted after this time will be considered received on the next business day. Deposits placed in lobby drop boxes after posted times will be considered as received on the next business day.

If we cash a check for you that is drawn on another bank, 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. Proprietary ATM deposits may be placed on a two-business-day hold. Funds from any deposits (cash or checks) made at ATMs we do not own or operate may not be available until the fifth business day after the day of your deposit. The \$100 next day availability rule does not apply to deposits made at nonproprietary ATMs.

### LONGER DELAYS MAY APPLY

**Case-by-Case Delays.** In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. The first \$100 of your deposits, however, may be available on the first business day. If we are not going to make all of the funds from your deposit available on the first 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, at a shared service center, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds would be available.

**Safeguard Exceptions.** In addition, funds you deposit by check may be delayed for a longer period of time under the following circumstances:

- we believe a check you deposit will not be paid;
- you deposit checks totaling more than \$5,000 on any one day;
- you have overdrawn your account repeatedly in the last six (6) months;
- there is an emergency, such as failure of computer or communications equipment; or
- you redeposit a check that has been returned unpaid.

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.

## SPECIAL RULES FOR NEW ACCOUNTS

If you are a new member, the following special rules will apply during the first thirty (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 \$5,000 of a day's total deposits of cashier's, certified, teller's, travelers, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth 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 \$5,000 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 ninth business day after the day of your deposit.

## SUBSTITUTE CHECKS AND YOUR RIGHTS

### [IMPORTANT INFORMATION ABOUT YOUR CHECKING ACCOUNT]

***A Substitute Check Defined.*** To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

***Your Rights Regarding Substitute Checks.*** In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, non-sufficient fund fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to dividends on the amount of your refund if your account is a dividend-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive the amount of your refund up to \$2,500 plus dividends within ten (10) business days after we received your claim and the remainder of your refund plus dividends not later than forty-five (45) calendar days after we received your claim. We may reverse the refund including any dividends on the refund if we later are able to demonstrate that the substitute check was correctly posted to your account.

***Claim for a Refund.*** If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at the telephone numbers or address listed in this Agreement. You must contact us within forty (40) calendar days of the date that we mailed or provided the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include: (1) a description of why you have suffered a loss (for example, you think the amount withdrawn was

incorrect); (2) an estimate of the amount of your loss; (3) an explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and (4) a copy of the substitute check or the following information to help us identify the substitute check: identifying information, for example: the check number, the name of the person to whom you wrote the check, and the amount of the check.

## **OUR PRIVACY COMMITMENT**

Ent Federal Credit Union is committed to protecting the privacy of its members and customers. References to “we”, “us”, and “our” refer to Ent Federal Credit Union. References to “you” and “your” shall mean the members (and non-member customers) of Ent Federal Credit Union.

In the course of providing services to you, we collect information about you. Some of this information is nonpublic personal information. We do not sell your nonpublic personal information but we share some of the nonpublic personal information with our service providers in order to serve you better. We share your nonpublic personal information only with contractual safeguards to protect the confidentiality of the information. The purpose of this notice is to inform you of our Privacy Policy.

If you have any questions after reading this policy, please contact a Member Service Representative at (719) 574-1100 or 800-525-9623.

### **Information We Collect About You and Disclose to Others**

We collect information about you from the following sources:

- information we receive from you on applications and other forms (for example, name, address, Social Security Number, assets and income);
- information about your transactions with us, our affiliates or others including those companies that work closely with us to provide you with diverse financial products and services (for example, your account balance, payment history, parties to transactions and credit card use);
- information we receive from a credit reporting agency (for example, your credit-worthiness and credit history);
- information obtained when verifying the information you provide on an application or other forms (this may be obtained from your current or past employers, or from other institutions where you conduct financial transactions); and
- information we may obtain from consumer purchasing and census data providers to develop competitive marketing programs for our members.

We do not disclose nonpublic personal information about our members and former members to anyone, except as permitted by law. If you decide to terminate your relationship with us, we will not share information we have collected about you, except as required or permitted by law.

### **Parties Who Receive Information from Us**

We share your nonpublic personal information with our affiliates who offer investment and insurance services. In addition, we may disclose nonpublic personal information about you to the following types of third parties:

- financial service providers such as those that provide securities, insurance, trust and mortgage services; and
- non-financial companies, such as consumer reporting agencies.

So that we may provide members competitive products and services, we may disclose all of the information we collect, as described above, to companies that perform marketing or other services on our behalf and to other financial service providers with whom we have joint marketing agreements. We may also disclose information about you to third parties under circumstances as permitted or

required by law. These disclosures typically include information to process transactions on your behalf, conduct our operations, follow your instructions as you authorize, or protect the security of our financial records. We do not permit these companies to sell to other third parties the information we provide.

### Fair Credit Reporting Act Disclosure

In this notice we are also required to advise you of our disclosure policy under the Fair Credit Reporting Act. The Fair Credit Reporting Act governs the sharing of information that may have an impact on you for certain purposes such as credit, collections and insurance. We learn information about you from our experience with you and from information provided to us by others, such as credit reports. The Fair Credit Reporting Act permits us and we do share information from our experience with you with others, including affiliates and credit reporting agencies. The Fair Credit Reporting Act permits us to share information we learn from others unless you direct us otherwise. If we elect to share information about you that we learn from others for a purpose under the Fair Credit Reporting Act, we will give you a notice of our intention to do so and the right to direct us not to share the information.

### How We Protect Your Information

We provide access to information about you only to those employees who need the information to provide you with products and services. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your information.

### Opt-Out Notification

Ent and its affiliates are providing this notice. You may limit brokerage, insurance and trust marketing of their products based on your personal information received from other Ent affiliates. This information includes your income, account history and your credit score. Your choice to limit marketing offers which are created in this manner will be in effect until you tell us differently for a period up to five years. Prior to the five year expiration, you will be notified that you may continue your opt-out selection for a period of five more years.

#### **To limit marketing offers created with personal information, from another affiliate contact us:**

- By phone: (719) 574-1100 or 800-525-9623
- By email: Service@Ent.com
- By mail: Ent Federal Credit Union  
P.O. Box 15819  
Colorado Springs, CO 80935-5819

#### **And include the following statement:**

Do not allow Ent's affiliates to use personal information from another affiliate to market products and services to me.

### Mailing Address:

Ent Federal Credit Union  
P.O. Box 15819  
Colorado Springs, CO 80935-5819



**(719) 574-1100 • 800-525-9623 • Ent.com**

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We do business in accordance with the Federal Fair Housing Law and the Equal Credit Opportunity Act