

Business Membership & Account Agreement

Table of Contents

Membership	2	Electronic Funds Transfers (EFTs)	14
Membership Eligibility	2	Business Days	14
Membership Requirements	2	ATMs	14
Accounts	2	Visa Debit Cards	15
Account Verification	3	Online Banking	15
Beneficial Owners	3	Mobile Banking	15
Internet Gambling	3	Online Bill Pay	15
High Risk Accounts	3	Preauthorized EFTs	16
Resolution of Disputes by Arbitration	3	Transfer Limitations	16
Types of Business Accounts	4	Conditions of EFT Services	16
Corporate, LLC, PC and PLLC Accounts	4	Member Liability	16
Partnership Accounts	5	Account Information Disclosure	16
Sole Proprietorship Accounts	5	Credit Union Liability for Failure to Make Transfers	17
Unincorporated Association Accounts & Non-Personal Accounts	5	Error Resolution	17
Enforcement	6	Termination of EFT Services	17
Governing Law	6	Member Agreement for Using VISA ATM and/or Debit Card	17
Termination of Account	6	ATM Safety	18
Termination of Membership	6	Privacy Policy	18
Accounts	6	Our Privacy Notice	18
General Terms	6	Member Information We Collect	18
Assignability	7	Member Information We May Share	18
Dividends	7	Member Information We Restrict	18
Balance Methods	7	Member Opt-Out Information	18
Fees and Charges	7	Features of Specific Accounts	19
Setoff	7	Common Features of Savings, IMMA, IMMA Gold and Certificate Accounts	19
Member Liability	8	Savings Accounts	19
Notices	8	Commercial Checking Account (S38)	19
Taxpayer Identification Numbers (TIN) & Backup Withholding	8	Simple Business Checking Account (58)	20
ACH and Wire Transfers	8	Insured Money Management Account (IMMA)	20
Direct Deposit	8	IMMA Gold	20
Withdrawals	9	Certificates	20
General Information Regarding Checking Accounts	11		
Overdraft Protection	12		
Stop Payment Orders	12		
Miscellaneous Provisions	12		
Dormant Accounts	12		
Systems and Software	13		
Credit Verification	13		
Check Holds/Funds Availability Policy	13		
Statements	14		
Error Resolution	14		

INTRODUCTION

This Business Membership & Account Agreement is between an authorized business organization and you, the member, and Partners 1st Federal Credit Union ("credit union"). By establishing a business account with the credit union, you agree that this Business Membership & Account Agreement ("agreement") is a binding contract between you, your business and the credit union.

You should retain a copy of this agreement for your records. In addition to your membership agreement with the terms and conditions set forth in this document, by establishing an account with the credit union you acknowledge receipt of and agree to the various terms provided to you. You also agree to abide by the bylaws of the credit union.

This agreement includes certain disclosures required under the Truth-In-Savings Act and National Credit Union Administration and Federal Reserve Board regulations and commentary, the Funds Availability Act (Regulation CC), Regulation D, and the Uniform Commercial Code Article 4A.

Throughout this agreement, the words "you" and "your" mean the member and any joint members or co-depositors or co-borrowers. The words "we", "our", "us", and "credit union" mean Partners 1st Federal Credit Union.

Not all terms spelled out in this agreement apply to every account. Refer to the sections that apply to the specific type of account that you opened. Keep this agreement with your permanent documents. Your periodic statements will tell you the status of your account(s).

MEMBERSHIP ELIGIBILITY

To be eligible for membership with Partners 1st Federal Credit Union (FCU), the business must be an approved Select Employee Group (SEG) or Select Association Group (SAG) or any business owner must be eligible for membership on an individual basis. The business must purchase and maintain at least one share in the credit union and meet any other conditions as required by Partners 1st FCU.

You are eligible to join Partners 1st FCU if:

- You work for one of our sponsor companies that is eligible under Partners 1st FCU field of membership.
- You are retired from one of our sponsor companies which is eligible under Partners 1st FCU field of membership.
- You are an immediate family or household member of an individual who is eligible to be a Partners 1st FCU member.
- You live, work, worship or go to school in an approved geographical area.

MEMBERSHIP REQUIREMENTS

If you fail to complete payment of one share within at least ninety (90) days of your admission to membership, or within at least ninety (90) days from the increase in the par value in shares, or you reduce your share balance below the par value of one share and do not increase the balance to at least the par value of one share within at least ninety (90) days of the reduction, you may be terminated from membership at the end of a dividend period. Termination of membership shall not relieve you from liability to the credit union. Shares may be transferred only from one member to another, by written instrument in such form as the credit union may prescribe. The credit union reserves the right, at any time, to require members to give, in writing, not more than sixty (60) days' notice of intention to withdraw the whole or any part of the amounts so paid in by them. Shares paid in under an accumulated payroll deduction plan may not be withdrawn until credited to the member's account. No member may withdraw shareholdings that are pledged as required security on loans without the written approval of the loan committee or loan officer, except to the extent that such shares exceed the member's total primary and contingent liability to the credit union. You may not withdraw any shareholdings below the amount of your primary or contingent liability to the credit union if you are delinquent as a borrower, or if borrowers for whom you are co-maker, endorser, or guarantor are delinquent, without the written approval of the loan committee or loan officer.

ACCOUNTS

From time to time, we may offer or you may open a variety of share accounts. Each such share account (the "account") is subject to the general terms and conditions and any specific terms and conditions relating to that type of account that may be set forth in this agreement. If you open multiple accounts, you may receive disclosure information for each account, but this agreement will cover all of your accounts with us. Each business owner will be jointly and severally liable to us for debit balances in the account, including without limitation overdrafts and account charges, and jointly and severally promise to pay, upon demand, any and all debit balances, all fees and charges, and our reasonable attorneys' fees and costs and expenses of collection, including but not limited to those incurred at trial and on any appeal.

ACCOUNT VERIFICATION

To comply with the USA PATRIOT Act, we will ask for your name, address, date of birth and other information that will allow us to identify you, such as a driver's license or other identifying documents.

BENEFICIAL OWNERS

To help the government fight financial crime, federal regulations requires us to obtain, verify and record information about the beneficial owners of legal entities. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud or other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

INTERNET GAMBLING

In accordance with federal regulations, Partners 1st FCU will not permit its members to use credit union accounts for the purpose of illegal internet gambling or any other unlawful illegal activity. The credit union reserves the right to terminate your account relationship if you do engage in unlawful internet gambling or other illegal activities.

HIGH RISK ACCOUNTS

Partners 1st FCU periodically scans all business members and associated accounts. If prohibited high-risk deposit or unsatisfactory account handling transactions are detected, the credit union will review the account for immediate restriction and/or closure.

RESOLUTION OF DISPUTES BY ARBITRATION

Binding Arbitration and Class Action Waiver

This section contains important information regarding your account(s) 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 account(s) and the services related to your account(s) be resolved by binding arbitration, except for those disputes specifically excluded below.

This arbitration agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1 – 16 (the "FAA").

Disputes Covered By Arbitration

Claims or disputes between you and us arising out of or relating to your account(s), transactions involving your account(s), safe deposit box, and any related service with us are subject to arbitration. Any claims or disputes arising from or relating to this agreement, any prior account agreement between us, or the advertising, the application for, or the approval or establishment of your account are also included. Claims are subject to arbitration, regardless of what theory they are based on or whether they seek legal or equitable remedies. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist or may arise in the future. All such disputes are referred to in this section as "claims".

The only exception to arbitration of claims is that both you and we have the right to pursue a claim in a small claims court instead of arbitration, if the claim is in that court's jurisdiction and proceeds on an individual basis.

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.

The Arbitration Proceeding

The arbitration must be filed with one of the following neutral arbitration forums: American Arbitration Association or JAMS. That organization will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code and this arbitration provision and/or this agreement, this arbitration provision and this agreement will control. If JAMS or the AAA is unable 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).

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. These provisional remedies may include such things 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.

Severability, Survival

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

Applicability

Arbitration will not apply to your account as long as you are an active duty service member.

TYPES OF BUSINESS ACCOUNTS

Based upon the type of business account that you have designated, the following terms and conditions apply:

Corporate, LLC, PC, and PLLC Accounts – A corporation is a legal entity entirely separate from its shareholders or officers. The corporation's board must authorize the establishment of an account and designate the officers authorized to sign on behalf of the corporation. A corporate resolution which names the duly authorized signatories for the corporation must accompany any application for membership which is submitted on behalf of a corporation. Generally documents executed by the officers, in their capacity as officers, only obligates the corporation and do not obligate the shareholders or the officers individually, even if the officer is the sole owner of the corporation.

If you are a corporation or limited liability company (LLC), you agree that the account is payable only to or on the order of the corporation or LLC and not, except as they may be a payee on a check or other item drawn on the account, to any individual director, shareholder or member thereof. A professional corporation (PC) must be payable only to the order of the professional corporation and a professional limited liability corporation (PLLC) must be payable only to the order of the professional limited liability corporation.

You further represent that all resolutions delivered to the credit union in connection with the account are true, accurate and complete and will be kept up to date and may be conclusively relied upon. On any transaction involving the account, the credit union may act upon the instructions of the person(s) authorized in the resolutions to act on behalf of the corporation, LLC, PC or PLLC. You agree to give the credit union advance written notice of any change in your form of ownership. You also agree that the credit union is not obligated to cash checks payable to you or to accept "less cash" deposits.

To establish a corporate account, the credit union may require copies of the following documents, as applicable: (1) Articles of Incorporation and/or (2) Bylaws.

To establish an LLC account, the credit union may require copies of the following documents, as applicable: (1) Articles of Organization; (2) Operating Agreement; (3) a Fictitious Name Certificate or Statement; (4) a certificate of Assumed Name; and/or (5) a Business License.

Each corporate account must include in its name, the proper corporate designation recognized by the state or enabling governmental office for the corporation (e.g., corporation, company, limited, LLC, PC, or PLLC).

Partnership Accounts – A partnership is an association of two or more persons who are co-owners of a business for profit. A partnership may exist under a written or oral agreement or through an implied agreement. Partnerships are more stringent business organizations than sole proprietorships, and each partner can be held liable for the partnership debt in the event of default.

If you are a partnership, including a limited partnership, limited liability partnership (LLP) or joint venture, you agree that the account is payable only to or on the order of the partnership, LLP or joint venture and not to any individual partner. However, a partner may be a payee on a check or other item drawn on the account. On any transactions involving the account, the credit union may act upon the instructions of the person(s) authorized in the certificates or resolutions to act on behalf of the partnership, LLP or joint venture. You agree to give the credit union advance written notice of any change in your form of ownership.

To establish a partnership account, the credit union may require copies of the following documents, as applicable: (1) a Partnership Agreement (if there is no agreement, a written statement to that effect signed by all the partners); (2) a Fictitious Name Certificate or Statement; (3) a certificate of Assumed Name; (4) a Business License; (5) a Limited Partnership Agreement filed with the state; (6) a Limited Partnerships Certification of partnership information filed with the state; or (7) LLP registration form filed with the state. A limited partnership must include “limited partnership” or “LP” in the legal name. A limited liability partnership must include “LLP” in the account title.

Sole Proprietorship Accounts – If this account is established for a sole proprietorship, you agree that this account is not primarily for personal, family, or household purposes. A sole proprietorship is the simplest and most common form of a business entity. It consists of one individual (or a married couple) in business for him or herself. Legally, the sole proprietor and his or her business enterprise are one entity. There is no legal distinction between personal debt and business debt.

The credit union classifies all sole proprietorship accounts as either individual or joint accounts. All joint business accounts are classified as Joint Tenancy with Right of Survivorship. A joint sole proprietorship account is in the names of two married individuals who have undivided ownership with the right of survivorship. Should any joint account owner die, the other account owner will automatically own all monies in the account which will not be subject to the terms of a will or probate proceeding on the estate of the deceased. If any joint account owner dies, the credit union should be promptly notified in writing.

Any one of the joint account owners has the power to act in all matters relating to the account such as deposits, withdrawals and pledge of account as security on a loan. However, no joint owner of an account may vote, obtain loans individually, or hold office unless they are a member in their own right.

If you are a sole proprietor, you agree upon your death that your estate shall release and indemnify the credit union for any payment made at the direction of an authorized signer on your account, provided the credit union has not received written notice of your death.

If you are doing business under an assumed name, you represent and agree that you have properly filed all assumed name certificates or other documents required by state law. You agree to give the credit union advance written notice of any change in your form of ownership.

To establish a sole proprietorship account, the credit union may require copies of the following documents, as applicable: (1) a Fictitious Name Certificate or Statement; (2) a certificate of Assumed Name; and (3) a Business License.

Unincorporated Association Accounts & Non-Personal Accounts – Other organizational structures, incorporated or otherwise, may be eligible to open an account if those organizations are composed of individuals who are also individually eligible for membership in the credit union. Such an account is usually issued in the name of a club or league. No organization, incorporated or otherwise, shall be eligible to open and maintain an account in the credit union without substantiating its legal existence, to the reasonable satisfaction of the credit union, by providing such documentation as the credit union may require, including, but not limited to, the Certificate of Organization on file with the state of incorporation, the most recent Certificate of Good Standing on file with the state of incorporation, and other such resolutions as may be required by the credit union. We reserve the right to require any such documentation at any time. The credit union reserves the right to refuse services to an organization when such organization has not been created with, has not been properly registered with, and is not governed by the laws of the state.

The credit union also reserves the right to require the governing body of the club or league to provide us with a separate authorization telling us who is authorized to act on its behalf. We will honor such an authorization until we receive written notice of a change in authorization from the governing body.

The signers on this account agree that they are authorized to open the account. You agree that the account is payable only to or on the order of the association and not, except as they may be a payee on a check or other item drawn on the account, to any member thereof. You further agree that the association has taken all action and that all documentation delivered to the credit union is true, accurate and complete and will be kept up to date and may be conclusively relied upon by the credit union. On any transaction involving the account, the credit union may act upon the instructions of the person(s) authorized in the documentation to act on behalf of the association. You agree to give us advance written notice of any change in your authorization. You also agree that the credit union is not obligated to cash checks payable to you or to accept "less cash" deposits.

Each of the individuals of the organization signing this agreement personally guarantees any obligation created by the organization owing to the credit union as a result of the establishment of a membership in the credit union for the organization.

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.

GOVERNING LAW

This agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the State of Indiana in which we are located and the bylaws of the credit union as they now exist or may be hereafter amended. In addition, we are subject to certain federal and state regulations and local clearing house rules governing the subject matter of the agreement. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the agreement and any applicable law, regulation, or rule, the terms of the agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement.

TERMINATION OF ACCOUNT

We have the right to close an 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 your account; (c) there is a dispute as to the ownership of the funds in the account; (d) any account checks are lost or stolen; (e) there are excessive returned unpaid items not covered by overdraft protection; (f) there has been any misrepresentation or any other abuse of any of your accounts; (g) we reasonably deem it necessary to prevent a loss to us; or (h) failure to observe the conditions of any other agreement with us. Any termination of the account will not affect our handling of regular transactions prior to closing. We are not responsible for payment of any check, withdrawal, or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us.

TERMINATION OF MEMBERSHIP

You may terminate your membership at the credit union after giving written notice of your intent to withdraw from membership. You may be denied services or expelled from membership for any reason allowed by applicable law and credit union policies, including causing a financial loss to the credit union. Termination of your membership does not relieve you from any legal obligation created while you were a member of this credit union.

GENERAL TERMS

The person(s) signing the Business Membership Application are owners/signers of all accounts. You may deposit or withdraw any available amount in the account. Partners 1st FCU does not honor dual control/signatures as may be indicated by the business' bylaws/agreement. We are authorized to recognize any of the owners'/signers' signatures found on the Business Membership Application in the payment of funds or the transaction of any business for the account. This includes transactions on all savings accounts, money market, checking and certificates which are subparts of the account. All transactions shall be governed by this agreement, Partners 1st FCU policies and procedures, as well as applicable laws in their present form or as changed in the future. Payment on the funds in the account on the written instructions of any authorized person excuses us of any further legal obligation regarding the proceeds of the transaction. You agree to indemnify and hold us harmless from any suit or liability directly or indirectly resulting from the handling of the account consistent with the written instructions of any authorized person. We have the right to refuse to honor your instructions if they are uncertain or the signature appears not to be authentic. If any provided statements, vouchers, or notices are returned undelivered, we are authorized to destroy them. Any change in the account authorization, ownership, or access shall be in writing. Use of the singular in this agreement implies the plural if more than one person signs the Business Membership Application.

ASSIGNABILITY

The account established under this agreement is not assignable or transferable except with our consent. We must approve any pledge of the account and any such pledge remains subject to any right we have under the agreement and applicable state and federal law. If ownership is proposed to be transferred, we may require the account be closed and a new account opened in the name of the transferee or pledges.

DIVIDENDS

If your account earns dividends, the following information applies:

1. **Dividends.** Dividends are based on the credit union's earnings at the end of a dividend period and cannot be guaranteed. Dividends paid on a credit union account represent a distribution of credit union earnings to members. The board of directors authorizes dividends based on available current and prior earnings, after provisions for required reserves. In no event may dividends be paid in excess of available earnings. The specified rate for each reflects rates the credit union anticipates will be available for dividend distribution. However, these are not guaranteed rates.
2. **Payment of Dividends.** We will pay dividends at the annual rate specified on the Rate & Fee Schedule which does not reflect compounding ("interest rate"). The schedule also sets forth the frequency of dividends payments, the frequency of any compounding and crediting, the dividends accrual basis, the balance on which dividends will be paid, and any minimum balance requirements.
3. **Minimum Balance Requirements.** The schedule may specify a minimum balance that you are required to maintain in your account. If the minimum balance is not maintained during a specified period, we, at our option, may not pay dividends on your account and/or may charge a fee for that period. You should review any minimum balance requirements on the schedule.
4. **Initial Dividend Rate.** The initial dividend rate is the current annual rate of dividends that we will pay on the specified balance in your account. We reserve the right to pay dividends at different rates, depending on the amount in the account and/or the type of member.
5. **Dividend Compounding and Accrual.** The schedule will indicate the dividend compounding and crediting frequency for your account (if any). Compounding generally means that dividends are being accrued on earned dividends. Dividends may compound more frequently than dividends are credited to your account.
6. **Dividend Accrual.** We may accrue dividends on your account more frequently than we pay or credit dividends. The dividends that have been calculated, but not paid to the account, are called accrued unpaid dividends. Your disclosures will indicate compounding and accrual information.
7. **Changes.** Except for any share certificates or account in which the rate is expressly fixed until maturity, we do not guarantee any particular rate or method for more than one (1) month. We reserve the right to change any rate, term or condition upon reasonable notice to you.

BALANCE METHODS

As used in this agreement, the "average daily balance" method means "the application of a periodic rate to the average daily balance in the account for the period, determined by adding the full amount of principal in the account for each day of the period and dividing that figure by the number of days in the period." The "daily balance" method means "the application of a daily periodic rate to the full amount of principal in the account each day."

FEES AND CHARGES

Subject to applicable law, you agree to pay us, or have deducted from your account, the fees and charges shown in the schedules as are applicable to your account or for other services performed by us. You agree the fees and charges may be changed by us from time to time and authorize us to charge your account for their payment whether or not each charge results in an overdraft of your account. Existing and future charges may be based upon the overall costs of providing account services and may or may not be based upon the direct cost or expense associated with providing the particular service involved. The charges may be based on consideration of profit, competitive position, deterrence of misuse of account privileges by members, and the safety and soundness of the credit union. We will notify you of the changes, to the extent required by law.

SETOFF

You agree that we may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt owed to us now or in the future, by any of you having the right to withdraw, to the extent of such person's or legal entity's right to withdraw. We will not be liable of the dishonor or any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

MEMBER LIABILITY

If the account is overdrawn or has a negative balance, or you issue a check that results in the account being overdrawn, you authorize us to use funds in the account to pay your overdrawn or negative balance account or your delinquent loan(s). Each of you agrees to the terms of this account and the fees that we impose. You authorize us to deduct these charges directly from the account. Each of you agrees to be jointly and individually liable for any account deficit resulting from charges or overdrafts, whether you or someone else that is authorized to withdraw from the account caused them. You will also be liable for our costs to collect any deficit, including reasonable attorney fees, to the extent permitted by law. Whether your overdrafts will be paid is discretionary and we reserve the right not to pay. For example, we typically do not pay overdrafts if your account is not in good standing or there are not sufficient funds or avenues to pay. A fee may be imposed for overdrafts created by checks, in-person and/or phone withdrawals, ACH and other electronic means as applicable.

NOTICES

Amendments – You agree that the terms and conditions of the agreement, including without limitation all rates, fees, and charges, may be amended by us from time to time. We will notify you of amendments as required by applicable law. Your continued use of the account evidences your agreement to any amendment. Notices will be sent to the most recent address (physical and/or electronic) shown on our records for your account. Only one notice will be given in the case of joint account owners.

Change of Name or Address – You must promptly notify us of any change to your name or address (including your email or other electronic address). Any mail, disclosure or notice to you at any address, forwarding address provided to us by the U.S. Postal Office, or email address shown by our records or any communication received from you will be deemed properly addressed; and unless otherwise provided by applicable law, constitute effective delivery of any item we may be required to provide, regardless of actual receipt by you. If we receive notice that the address you provide to us is not correct, or has changed without notice to us, then the credit union may, at its discretion; (a) charge a monthly bad address fee until your address has been properly corrected, and/or (b) discontinue sending any statements, notices or other items to you until verifiable information is provided to correct any deficiency under this provision.

Account Changes – Any account owner or person authorized to sign on an account is required to notify us in writing if any account owner or other person authorized to sign on the account dies or is declared incompetent by a court.

TAXPAYER IDENTIFICATION NUMBERS (TIN) AND BACKUP WITHHOLDING

If your account is or becomes subject to backup withholding, the credit union is required by law to withhold and pay to the Internal Revenue Service a required percentage of payments of interest, dividends, and certain other payments under certain conditions. Your failure to furnish a correct TIN or meet other applicable requirements may result in backup withholding.

AUTOMATED CLEARING HOUSE (ACH) AND WIRE TRANSFERS

You may initiate or receive credits or debits to your account via wire transfer or ACH transfer. You agree that if you receive funds by a wire or ACH transfer, the credit union is not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. At its discretion, the credit union may provisionally credit your account for an ACH transfer before it receives final settlement for the transfer. You agree that if the credit union does not receive final settlement for any ACH transfer, it may reverse the provisional credit to your account or you will refund the amount to the credit union. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account or identifying number. The credit union (and other institutions) may rely on the account or other identifying number as the proper identification number, even if it identifies a different party or institution. Funds transfer transactions occur on non-holiday weekdays (Monday through Friday) only.

DEPOSITS

The following terms apply to deposits made to your account:

1. **Endorsements.** You authorize us, in our discretion, to accept transfers, drafts, checks, 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 of you, whether or not they are endorsed by you. You authorize us to supply missing endorsements, and you warrant that all endorsements are genuine. All drafts, checks and other items deposited to your account should be endorsed payable to the order of us for deposit only, followed by your signature and account number. All endorsements must appear on the back of the drafts, check or other item within the first 1½ inches from the left side of the item when looking at it from the front. Endorsements should be in black ink. While we may accept non-conforming endorsements, you will be responsible for any loss incurred by us due to the delay in processing or returning the item for payment.

2. **Final Payment.** All non-cash items (e.g., drafts or checks) deposited to your account are provisional and subject to our receipt of final payment by the payer bank. Upon receipt of final payment, the item becomes a collected item. If final payment is not received or if any item you have deposited or cashed is charged back to us for any reason, you authorize us to charge any of your accounts, without prior notice and at any time, for the amount of the returned item, our returned item fee, any dividends paid on that item, and any other fee we pay or incur (this also applies to any electronically-created check deposit). If an item to be charged back is lost in the process of collection or unavailable for return, we may rely upon a photocopy of the item or upon any other generally accepted notification of return of the item, in charging you or any of your accounts for the amount of the returned item. We reserve the right to refuse any item for deposit into your account.
3. **Direct Deposits.** If we offer direct deposit services for automatic preauthorized deposits to your account of Social Security payments or automatic transfers from your other accounts with us, you must notify us at least 30 days prior to the next scheduled direct deposit or preauthorized transfer if you wish to cancel the direct deposit or transfer service. If any amount deposited must be returned to the government for any reason, you authorize us to deduct the amount from your account as provided in the Final Payment section (above).
4. **Credit of Deposits.** The Check Hold/Funds Availability Policy section of this agreement reflects our policies relating to the availability of deposited funds.
5. **Substitute Checks and Electronic Files Pertaining to Original Checks.** If you deposit a "substitute check" (as defined in Regulation CC § Section 229.2(aaa)) or purported substitute check into your account, you agree to reimburse us for losses, costs and expenses we may pay or incur associated with the item not meeting applicable substitute check standards and/or from duplicate payments associated with the item. If you provide us with an electronic representation of a substitute check for deposit into your account instead of an original check, you agree to reimburse us for losses, costs and expenses we may pay or incur associated with the substitute check resulting from the electronic representation not meeting applicable substitute check standards and/or from duplicate payments associated with the item.
6. **Deposit Discrepancies.** When you make a deposit to your account, we will credit your account for the amount stated on your deposit slip. We reserve the right to review the deposit and confirm the amount of funds you deposited but are not required to do so. If after any review we determine that the amount credited to your account is incorrect, we may adjust your account for the amount of the discrepancy but reserve the right not to do so if the discrepancy would not be a disadvantage to you. This may be the case, for example, if the amount credited to your account was more than the amount actually deposited by you. Notwithstanding the foregoing, we are not required to adjust your account unless within one year of the date of your account statement that shows the deposit, you either notify us of the discrepancy or we discover it on our own. If you do not notify us of the error or we do not discover it on our own during this notice period, the amount credited to the account will be considered final.

WITHDRAWALS

1. **Manner of Withdrawal.** You may make withdrawals from your account in any manner that is permitted by us for the type of account that you have opened. Withdrawals by mail will be posted to your account as of the day the transaction is processed by us. We may refuse to accept any check other than standard checks provided by us, or approved by us in advance. Withdrawals and transfers from your account may be restricted as provided in the agreement, or in the schedule or by applicable law.
2. **Withdrawal Restrictions and Overdrafts.** We do not have to allow you to make a withdrawal from your account if you don't have sufficient available funds in the account to cover the full amount of the withdrawal. If there are available funds to cover some, but not all of the withdrawals or other debits to your account on a single business day, we will post the checks for which there are sufficient available funds in the order in which the checks are received by us. We may pay other withdrawals or debit items (such as charges) prior to paying any checks, and we may post those other withdrawals or debit items in any order we may choose at our sole discretion. If there are insufficient funds available in your account to cover a withdrawal or debit presented against your account, this is called an "overdraft". We will handle each overdraft in accordance with our standard overdraft policy (described below) or in accordance with any other agreement you may have with us (such as an overdraft protection agreement). Even if we choose to pay one or more overdrafts, we are not obligated to cover any future overdrafts. When we determine whether payment of an item will create an overdraft, we may determine the balance of your account at any time between the time we receive the item and the deadline for us to take action on the item. We are not required to determine your account balance more than one (1) time during this period.
3. **Standard Overdraft Policy.** Unless we have agreed to a separate overdraft protection agreement with you, the following rules apply. We are not obligated to pay any overdraft. Subject to the special rules discussed below for transactions at an ATM and one-time debit card transactions, we may assess a service charge on any withdrawal created by check, in-person withdrawal or other electronic means that results in an overdraft, whether we pay the overdraft or not. If we pay the overdraft, you agree, immediately upon notice from us, to deposit funds sufficient to cover the overdraft plus any service charge we impose. We may not impose a service charge in connection with an overdraft that results from a transaction at an ATM or a one-time debit card transaction unless you have given us your

consent to pay service charges in connection with overdrafts that result from these transactions and we have received written consent from you. You may revoke that consent at any time. Please refer to the Overdraft Protection form for further information regarding overdrafts and fees.

4. **Notice Requirements.** Federal regulations require us to reserve the right to require you to give at least seven (7) days' notice in writing prior to any intended withdrawal from a savings or money market account. Although we usually pay withdrawals or checks without notice on these accounts, doing so does not mean that we give up this right.
5. **Postdated Items.** You agree that when you write a check, you will not date the check in the future. If you do and the check is presented for payment before the date of the check, we may pay it or return it unpaid. You agree that if we pay the check, the check will be posted to your account on the date we pay the check, even though the posting date is prior to the date of the check. You further agree that we are not responsible for any loss to you in doing so. We will not honor a postdated check if we receive advance notice from you at such a time and in such a manner as to afford us reasonable opportunity to act. The notice must be in writing, and it must specify the date, amount, and number of the check, along with the name of the payee. Notices are effective for the time periods stated under the Stop Payment section of this agreement. You agree that we may return a postdated check to the presenter.
6. **Power of Attorney.** The person executing a power of attorney will be referred to as the "principal" and the person acting for the principal as the "agent." We may refuse to comply with a power of attorney for reasonable cause, or until we receive an affidavit from the agent stating that the power of attorney presented is a true copy and that, to the best of the agent's knowledge, the principal is alive and that the relevant powers of the agent have not been altered or terminated.
7. **Signatures.** You recognize that we have adopted automated collection and payment procedures so that we can process the greatest volume of items at the lowest possible cost to our members. In light of this, you agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for the sight examination of items with a face amount below an amount specified by us from time to time. You authorize us to store and use information from your Business Membership Application in any reasonable form we deem necessary, including any digitized signature capture process. If you use a facsimile signature or other form of mechanically reproduced signature (such as, but not limited to, desktop publishing, digitized, or computer software generated signature), you agree you shall have the sole responsibility for maintaining security of the facsimile or mechanically reproduced signature and the device by which the facsimile or mechanically reproduced signature is affixed and you shall bear the entire risk for unauthorized use thereof whether or not you are negligent. You agree that no facsimile or mechanically reproduced signature we have been authorized to honor may be considered a forgery or an unauthorized signature, but that such facsimile or mechanically reproduced signature shall be effective as your signature or endorsement whether or not you have been negligent. You further agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure (including reasonable attorney's fees) we or you may suffer or incur as a result of the unlawful use, unauthorized use, or misuse by any person of any such facsimile or mechanically reproduced signature or the device by which it is affixed. If you use any form of facsimile or mechanically reproduced signature device, you agree to deliver a sample to us if we request it.
8. **Preauthorized Checks.** If we are unable to enforce presentment and transfer warranties on remotely created checks under Regulation CC, then if you voluntarily give information about your account (such as our routing number and your account number) to a party who is seeking to sell you goods or services, and you do not physically deliver a check to the party, any debit to your account initiated by the party to whom you gave the information is deemed authorized by you.
9. **Electronic Check Conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your account using information from your check to pay for purchases or pay bills. The merchant or other payee uses the check information, along with the transaction amount, to initiate an ACH debit transaction. The transaction is electronically transferred through the ACH system and the funds will be debited directly from your account and deposited automatically into the merchant or payee's account. When information from your check is used to make an electronic funds transfer (EFT), funds may be withdrawn from your account as soon as the same day you make your payment. A description of the transaction will appear on your statement from us. This type of electronic funds transfer from a consumer account is governed by the Electronic Funds Transfer Act and subject to the Electronic Funds Transfers section of this agreement. Checks used in these types of transactions will not be returned with your statement.
10. **Re-Presented Checks.** If a merchant electronically re-presents a check returned due to insufficient or uncollected funds, that transaction is not covered by the Electronic Funds Transfer Act. Checks involved in this type of transaction will not be included with your statement. You may authorize a merchant to electronically collect a fee associated with the re-presentation of a check. A description of the transaction will appear on your statement.

11. **Legends.** We may disregard information on any check or item other than the signature of the drawer, the identification of the drawee financial institution and payee, the amount, the endorsements, and any other information that appears on the MICR line. In addition, we are not responsible to take action on or for failure to notify you of restrictive language placed on checks or other items, including but not limited to terms such as "Void after 90 days," "Paid in Full," "Two Signatures Required," "Void Over \$100" or similar statements. In accordance with reasonable banking standards, most checks and other items are processed through automated processing and, except in limited circumstances and in our discretion, most items are not individually examined. You agree that we act within reasonable banking standards by processing most checks and other items through automated processing systems. We may agree to adhere to extraneous legends if you notify us of such legends and we have agreed in writing to honor such legends.
12. **Non-Member Check Cashing Fee.** If a person who is not a member of our credit union presents a check drawn against one of your accounts for payment over the counter, we may charge the person a service charge for cashing the check.

GENERAL INFORMATION REGARDING CHECKING ACCOUNTS

Checking accounts must be applied for and are subject to approval. Information from credit reporting agencies may be used to determine approval. The following additional terms apply:

1. We will make payments on checks drawn on available funds in your checking account when signed by any person authorized on your Business Membership Application. Withdrawals may also be made in person, with an ATM and/or debit card, by using 1st Online, or Automated Clearing House (ACH). The use of an ATM and/or debit card and Personal Identification Number (PIN) is governed by the Electronic Funds Transfers section of this agreement.
2. We are under no obligation to pay a check on which the date is more than six months old.
3. We are relieved of all liability for items lost in delivery by U.S. Mail or otherwise.
4. Non-cash deposits in the account cannot be used for payment of your checks until they are paid by the financial institution on which they are drawn or the period permitted by Regulation CC for collection has passed. The delay in permitting you to use such deposits is detailed in the Check Hold/Funds Availability Policy section of this agreement.
5. We are under no obligation to pay a check or debit which exceeds the balance in the checking account. You may choose an overdraft option to cover the possibility of a check or debit exceeding the checking account balance. If there are not enough funds in either your checking account or in your overdraft option account or loan, we may return "NSF" any checks or debits presented for payment to the payee's financial institution. The credit union may, at its discretion, honor payment of a check or debit which exceeds your available balance. Should this occur, you agree to repay the credit union any and all sums associated with such payment, including any associated fees. Refer to our Rate & Fee Schedule for a complete listing of our checking account fees.
6. Except for negligence, we are not liable for any action we take regarding the payment or non-payment of a check.
7. Post-dated checks may be cashed if presented for payment by the payee before the date. We will not be liable for the consequences of such early payment.
8. We allow electronic check transactions to post to your checking account.
9. We provide monthly statements recording all deposits, checks drawn on your account, dividends if any, and charges. If there are two authorized signatures on your account, the statement will be provided to the mailing address designated on the account. Copies of checks, statements, and account histories are available. Service fees for these copies are listed in the Rate & Fee Schedule. You will not receive the cancelled checks, although all checks are stored electronically and retained in that form for seven years.
10. If we correct any error which we made or accept responsibility for a transaction, we have the right to collect the amount credited to your account from anyone else who is responsible. Our crediting your account will result in an automatic assignment to us of your rights to collect the amount from anyone else. If we make an error in handling your account, our liability will be limited to the actual amount of the check. We will not be liable for consequential damages such as alleged harm to your credit standing, unrealized profits, emotional distress, or exemplary damages due to a claimed recklessness.
11. Funds deposited in this account may not be pledged as security for a loan.

OVERDRAFT PROTECTION

Overdraft protection is available on most checking accounts for the following types of transactions: checks, teller withdraws, ACH, ATM and POS transactions. If the account is enrolled in overdraft protection, funds will transfer from your savings account, and if qualified, then from Privilege Pay. In addition, you may elect to have the overdraft protection funds transferred into your checking account from your line-of-credit accounts. We are under no obligation to pay a transaction which exceeds the balance of the checking account. We may, however, pay such a check or debit and charge the amount of the resulting overdraft (plus the overdraft transfer charge) against any other savings account from which the signor of the checking account is entitled to withdraw. If the presentation of a check or debit would result in the checking account being overdrawn, and if at that time you are eligible to receive advances from a line-of-credit account or from Privilege Pay, such check or debit shall be deemed a request to advance from those plans sufficient to permit the check or debit to be honored and the related overdraft transfer charge or paid item charge to be paid as long as sufficient funds are available. We may, at our discretion, honor payment of a check or debit which exceeds the available balance in your checking account, overdraft option account, or line-of-credit account. If such an item is honored, you agree to repay us any and all sums associated with the payment, including any associated fees.

STOP PAYMENT ORDERS

You can stop payment on any check before the item has been cleared for payment by notifying us verbally or in writing. Verbal stop payment notifications are honored for 14 days. To extend the verbal notification, a signed stop payment form must be received by the 14th day. Stop payment orders are valid for six (6) months. Stop payment fees are covered in our Rate & Fee Schedule.

1. The stop payment will be effective if we receive the stop payment order in time for us to act upon the order. You understand that specific information is necessary for us to identify the item. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the item. 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 item. If we pay an item in error that has a valid and timely stop payment order, we will re-credit your account. You agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the item, and to assist us in any legal action.
2. We have no obligation to stop a Partners 1st FCU cashier's check bought by you since payment of this type of check drawn on the credit union's account is guaranteed.

MISCELLANEOUS PROVISIONS

1. If you or your account becomes involved in any legal proceedings, your use of the account may be restricted. You agree not to use the account in any illegal activity. We shall be entitled to act upon any legal process served upon us which we reasonably believe to be binding, with no liability to you for doing so.
2. You understand that supervisory personnel may randomly monitor customer service telephone conversations to ensure that you receive accurate, courteous, and fair treatment.
3. If you ask us to follow instructions that we believe might expose us to any claim, liability, or damages, we may refuse to follow your instructions or may require a bond or other protections, including your agreement to indemnify us.
4. You agree to be liable to us, to the extent permitted by law, for any loss, costs, or expenses that we may incur as a result of any dispute or legal proceeding involving your account. You authorize us to deduct any such loss, costs, or expenses from your account without prior notice to you or to bill you separately. This obligation includes disputes between you and us involving your account and situations where we become involved in disputes between you and an authorized signer, a joint owner, or a third party claiming an interest in your account. It also includes situations where any action taken on your account by you, an authorized signer, a joint owner, or a third party causes us to seek the advice of an attorney, whether or not we actually become involved in a dispute. Any action by us for reimbursement from you for any costs or expenses may also be made against your estate, heirs and legal representatives, who shall be liable for any claims made against and expenses incurred by us.
5. If a court finds any provision of the agreement to be invalid or unenforceable, such finding shall not make the rest of this agreement invalid or unenforceable. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of the agreement in all other respects remain valid and enforceable.

DORMANT ACCOUNTS

If you have not made a withdrawal from or a deposit to your account for an extended period of time (six months), and we have been unable to contact you, your account may be classified by us as dormant. Subject to applicable law, we may charge a dormant account fee on the account. The account will be presumed to be abandoned. In accordance with state law, funds in abandoned accounts will be remitted to the custody of the applicable state agency, and we will have no further liability to you for such funds. We reserve the right not to send statements on accounts we consider dormant, subject to applicable law.

SYSTEMS AND SOFTWARE

We shall not be responsible to you for any loss or damages suffered by you as a result of the failure of systems and software used by you to interface with our systems or any systems and software utilized by you to initiate or process banking transactions whether such transactions are initiated or processed directly with our systems or through a third party service provider. You acknowledge that you are solely responsible for the adequacy of systems and software utilized by you to process banking transactions and the ability of such systems and software to do so accurately.

CREDIT VERIFICATION

You authorize us to request and obtain one or more credit reports about you and your business from one or more credit reporting agencies for the purposes of considering your application for the account, reviewing or collecting any account opened for you and the business, or for any other legitimate business purpose, including but not limited to, marketing purposes, loan pre-approvals, and in considering whether to offer other products and services to you. Late payments, missed payments, or other defaults on your loan account(s) may be reflected in your credit report. You authorize us to disclose information regarding your account to credit bureaus and creditors who inquire about your credit standing. You also authorize us to disclose information regarding your account to a credit reporting agency if your account was closed because you have abused it.

CHECK HOLDS/FUNDS AVAILABILITY POLICY

Our policy is to make funds from your deposits available to you as quickly as possible. Non-cash deposits will be credited and may be subject to holds. No sooner than the next business day after the business day the funds are deposited, you can withdraw funds in cash and we will use the funds to pay checks that you have written.

If you make a deposit on a business day that we are open, we will consider that day to be the day of deposit. Electronic direct deposits will be available on the day we receive the deposit. If you make a deposit on a day we are not open, we will consider the deposit was made on the next business day we are open. Deposits made after 9:00 a.m. at our night depository may not be credited until the next business day. Deposits made after 3:00 p.m. via the check deposits service (remote deposit capture) and will be credited the next business day.

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.

Funds deposited at an ATM will be automatically held for at least one (1) business day (24 hours). Checks deposited for \$1,000 or more at an ATM not operated by us may not be available for withdrawal until the fifth business day following the deposit.

Longer Delays May Apply. In some cases, we will not make all of the funds that you deposit by check available to you immediately. Any check of \$1,000 or more may be held for up to seven (7) business days. However, the first \$200 of your deposit will be available immediately.

Exceptions to the hold policy above may include the following items. These items must be made payable to you and be less than \$5,000.

- U.S. Postal Money Orders, travelers checks, trust account checks, U.S. Treasury checks, wire transfers, insurance company checks, state and local government checks, cashier's checks, certified and teller counter checks, Federal Reserve Bank checks, Federal Home Loan Bank checks; payroll checks regularly received, and escrow account checks,

For exception checks totaling over \$5,000, we will make the first \$200 immediately available and place the applicable hold on the remaining amount. If we are not going to make all of the funds from your deposit immediately available, 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 by the day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

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

- We believe a check you deposit will not be paid;
- You deposit checks totaling more than \$5,000 on any one day;
- You redeposit a check that has been returned unpaid;
- You have overdrawn your account repeatedly in the last six months; or
- 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.

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 available 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 a check for deposit drawn on another financial institution, we may make funds from the deposit available for withdraw immediately but delay the availability to withdraw a corresponding amount of funds that you have on deposit in another account with Partners 1st FCU. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this agreement for the type of check deposited.

Special Rules for New Accounts. If you are a new member, the following special rules may apply during the first 30 days your account is open.

- We reserve the right to hold any check deposited and funds may not be available until the seventh business day after the day of your deposit. Exceptions to this hold policy are listed above.

STATEMENTS

You will receive a statement monthly from us if you have a checking account with activity or if you have an electronic funds transaction (ACH, wire, Visa ATM/debit card activity). For other accounts, you will receive a statement at least annually.

ERROR RESOLUTION

You must examine your statement of account with reasonable promptness. Unless we receive a written statement from you within 14 calendar days after the statement was made available to you, you waive any objection or claim of error you have as to each item on the statement. Some electronic transactions require a longer resolution time. Refer to the error resolution section of the Electronic Funds Transfer section in this agreement.

ELECTRONIC FUNDS TRANSFERS

If you believe your card has been lost or stolen or that someone has transferred money from your account without your permission, call us at 800.728.8943 or 260.471.8336 between 8:00 a.m. and 6:00 p.m. EST Monday through Friday, or between 9:00 a.m. and Noon EST on Saturday. After hours, please call 800.543.5073. You can also write to us at 1330 Directors Row; Fort Wayne, IN 46808.

Business Days. For the purpose of Electronic Funds Transfers, our business days are Monday through Friday, excluding holidays.

Types of Electronic Funds Transfer Services.

Electronic Check Transactions – If you pay for purchases or bills with a check, you may authorize your check to be converted to an electronic funds 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 funds 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.

ATM – If approved, you may use your card and personal identification number (PIN) in automated teller machines (ATMs). At the present time, you may use your card to:

1. Make deposits to your savings or your checking account;
2. Withdraw cash from your savings or checking account;
3. Transfer funds between your savings and checking account(s); and
4. Inquire about your savings and checking account balances.

Conditions of ATM Cards:

- Some services on ATMs may not be available at all terminals.
- The daily limit for ATM withdrawals is up to \$520.
- All funds deposited at an ATM may be subject to a hold; please refer to the Check Holds/Funds Availability section.
- Your card may not be used as payment for any illegal purchase. We may restrict authorization of such transactions, which may include, but is not limited to, internet gambling transactions.

ATM Fees

- If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any 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 surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquire.

- The fee for ATM withdrawals and/or balance inquiries is based on relationship level. Refer to the Rate & Fee Schedule.
- A fee may be charged for non-sufficient funds. Refer to the Rate & Fee Schedule.

Visa Debit Card – If approved, you may use your Visa debit card to purchase goods and services anywhere Visa is accepted by participating merchants.

Conditions of Visa Debit Cards

- The daily limit for point of sale transactions (whether PIN based or not) is \$2,500 for business accounts. Higher daily limits are available upon request for limited periods of time.
- Partners 1st FCU enables non-Visa debit transaction processing and does not require that all such transactions be authenticated by a PIN. A non-Visa debit transaction may occur on your Partners 1st FCU Visa debit card through the ATM network. Below are examples to distinguish between a Visa debit and a non-Visa debit transaction:
 - To initiate a Visa debit transaction at the point of sale, the cardholder signs a receipt, provides a card number (e.g., in e-commerce or mail/telephone order environments), or swipes/inserts the card through a point-of-sale terminal.
 - To initiate a non-Visa debit transaction, the cardholder enters a PIN at the point-of-sale terminal or, for certain bill-payment transactions, provides the account number for an e-commerce or mail/telephone order transaction after clearly indicating a preference to route it as a non-Visa transaction.
 - A non-Visa debit transaction will not provide the zero-liability protection benefit.

Online Banking – If approved, you may access your account(s) from a personal computer or other electronic device that has internet access. You will need your login ID and security code to sign into your account. Online banking will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit or lower an account below a required balance. All check withdrawals 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.

Conditions of Online Banking

- For transfer limitations on A2A (account to account) or P2P (person to person) transactions, please refer to the A2A/P2P disclosure found in the online banking platform.

Mobile Banking – Mobile banking is a personal financial information management service that allows you to access account information and perform various other financial transactions available through our online banking service, using compatible and supported mobile phones and wireless devices (“wireless devices”). You agree and understand that the mobile banking service may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. You also agree and understand that any data usage charges that you may receive from your wireless carrier for use of the mobile banking service is your responsibility.

You are fully responsible for understanding how to use mobile banking before you actually do so and to use mobile banking in accordance with any use or operational instructions posted on our website. In addition, you are responsible for only using mobile banking on a secure internet connection. We will not be liable to you for any losses caused by your failure to properly use mobile banking, the software or your wireless device. You may experience technical or other difficulties related to mobile banking that may result in loss of data, personalization settings or other mobile banking interruptions.

We assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user data, communications or personalization settings in connection with your use of mobile banking. We assume no responsibility for the operation, security, or functionality of any wireless device or mobile network which you utilize to access mobile banking.

Online Bill Pay – We will not process any bill payment transfer if the required transaction information is incomplete. We will withdraw the designated funds from your checking account for bill payment transfer by the designated cut-off time on the date you schedule for payment. Online bill pay operates on Eastern Standard Time. We will process your bill payment transfer within a designated number of days before the date you are scheduled for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

Conditions of Online Bill Pay

- There is no limit on the number of bill payments per day.
- Payments of \$10,000 or more are prohibited.
- Payments made to state, federal or other government agencies are prohibited.
- Payments to payees outside of the United States or its possessions/territories are prohibited.

Preauthorized EFTs

- **Direct Deposit.** The credit union will accept direct deposits of your payroll or federal recurring deposits to your share and/or checking account.
- **Preauthorized Debits.** Upon instruction, we will pay legitimate recurring transactions from your share and checking account.
- **Stop Payment Rights.** If you have arranged in advance to make regular electronic funds transfers out of your account(s) for money you owe others, you may stop payment of preauthorized transfers from your account. You must notify us verbally 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 fourteen (14) days of any verbal notification. If we do not receive the written confirmation, the verbal stop payment order shall cease to be binding fourteen (14) days after it has been made.
- **Notice of Varying Amounts.** If these regular payments vary in amount, the person you are going to pay is required to tell you at least ten (10) days before each payment is due 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 issue a 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.

Transfer Limitations – For IMMA and IMMA GOLD accounts, you may make up to six (6) withdrawals per calendar month; three (3) by IMMA/IMMA GOLD check and three (3) by any other method. Withdrawals in excess of three (3) by any other method than a check will be charged a \$10 fee per withdrawal. Minimum withdrawal/deposit amounts are \$250 for IMMA and \$500 for IMMA GOLD accounts.

Conditions of EFT Services

- **Ownership of Cards.** Any card or other device which we supply to you is our property and must be used appropriately and kept protected by you. You cannot transfer your card or account to another person. If you fail to secure the card or device, we reserve the right to disable the card without demand or notice.
- **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.
- **Security of Personal Identification Number (PIN).** The PIN issued to you, or one that you created, are for security purposes. PINs are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on your accounts. You understand that ATM/debit cards and PINs are non-transferrable. However, if you authorize anyone to use your ATM/debit card and/or PIN, you are responsible for any and all transactions that individual makes until you specifically revoke such authority by notifying the credit union in writing. You understand that any joint owner you authorize to use your PIN may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of your PIN and the credit union suffers a loss, we may terminate your EFT services immediately.
- **Fees and Charges.** There are certain fees and charges for EFT services. For a current listing of all applicable fees, see our current Rate & Fee Schedule. From time to time, the fees may be changed. We will notify you of any changes as required by applicable law.

Member Liability

- NOTIFY US AT ONCE if you believe your card or any PIN has been lost or stolen, or if you believe that an electronic funds transfer has been made without your permission. Notifying us immediately is the best way of keeping your possible losses down.
- If you fail to report any unauthorized electronic fund transfer that appears on your statement within fourteen (14) calendar days after the statement was made available to you, you waive any objection or claim of error you have as to each item on the statement.
- You should also call the number or write to the address listed above if you believe a transfer has been made using your information without your permission.

Account Information Disclosure

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 third parties, such as a credit bureau or merchant;
- In order to comply with a government agency or court order; or
- If you give us permission.

Credit Union Liability for Failure to Make Transfers

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to the Check Hold/Funds Availability Policy section of this agreement 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 was not working properly and you knew about the problem when you started the transaction;
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction;
- If the money in your account is subject to legal process or other claim;
- If funds in your account are pledged as collateral or frozen because of a delinquent loan;
- If the error was caused by a system of any participating ATM network;
- If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers; or
- Any other exceptions as established by the credit union.
- This is not an exhaustive list.

Error Resolution

In case of errors or questions about electronic funds transfers from your share and checking accounts, or if you need more information about a transfer on the statement or receipt, please contact us via telephone or send a written notice to the address below as soon as you notice the error. We must hear from you no later than 60 days after we provide the first statement on which the problem or error appeared. Call us at 260.471.8336 or 800.728.8943; or write us at Partners 1st Federal Credit Union; 1330 Directors Row; Fort Wayne, IN 46808.

Notification must include:

- Your name and account number;
- A description of the error of the transaction you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information;
- The dollar amount of the suspected error; and
- Your signature.

We will investigate your complaint and will correct any error promptly. We will attempt to give you an answer within ten (10) business days. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally re-credit your account within ten (10) business days for the amount you think is in error so that you will have 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 re-credit your account. For errors involving your debit card at POS terminals, the periods referred to above are five (5) business days instead of ten (10) business days and ninety (90) days instead of forty-five (45) days. If circumstances or account history warrants a delay, we reserve the right to withhold provisional credit for up to twenty (20) days for Visa POS transactions.

If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. If your account has been re-credited and no error is found, the funds will be withdrawn at the time the written explanation is sent. You may ask for copies of the documents that we used in our investigation.

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.

MEMBER AGREEMENT FOR USING ATM AND/OR DEBIT CARD

1. Your card is non-transferable and is the property of Partners 1st FCU. You must agree to surrender them to the credit union upon request.
2. Partners 1st FCU may cancel, modify and restrict the use of your ATM and/or debit card upon proper notice or without notice if your account is overdrawn or where necessary to maintain or restore the security of accounts on the debit/ATM system.

3. ATM and/or debit cards must be applied for and are issued subject to approval. Information from credit reporting agencies may be used for approval purposes.
4. All terms and agreements between you and Partners 1st FCU regarding your savings and loan accounts shall govern all transactions for which you use your ATM and/or debit card. You shall be bound by these terms and agreements including, but not limited to, the payment of attorney's fees and costs, if any.
5. Transactions are subject to limitations on dollar amounts and frequency of use, as determined by Partners 1st FCU. The accounts to be used in conjunction with the machine will be those agreed to between you and Partners 1st FCU. Use of the machine shall be evidenced by a record of each transaction. All transactions will be verified by Partners 1st FCU and entered into the credit union's account records. Any deposit receipts issued by the machine are subject to verification to effect daily reconciliation of cash actually received.
6. If your card is reported lost/stolen or has fraudulent activity, your new debit card information will not be forwarded to any merchants automatically for any recurring payments you may have set up. It is your responsibility to ensure that merchants are provided with the new card information.

ATM SAFETY

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 immediately.

PRIVACY NOTICE

Partners 1st FCU's purpose is to provide you with financial services to meet your financial goals. While information is the cornerstone of our ability to provide service, our most important asset is our members' trust. Therefore, we are committed to the Partners 1st FCU Privacy Policy set forth as follows:

We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications and other forms;
- Information about your transactions with us, our affiliates, or others;
- Information we receive from a credit reporting agencies; and
- Information obtained when verifying the information you provide on an application (this may be obtained from your current or past employers or from other institutions that conduct financial transactions).

We may disclose nonpublic information about you to the following types of third parties:

- Financial companies such as mortgage bankers and insurance agencies;
- Non-financial companies such as consumer reporting agencies and retailers; and
- Others, such as non-profit organizations.

The following information is what may be disclosed to third parties as noted above:

- Information we receive from you on applications and other forms, such as your name, address, Social Security number, and income;
- Information about your transactions with us or other companies that work closely with us to provide you with financial products and services such as your account balances, payment history and credit card usage;
- Information we receive from a consumer reporting agency, such as your creditworthiness;

We may disclose nonpublic personal information about you to nonaffiliated third parties as permitted by law. We may disclose all of the information we collect, as described above, to companies that perform marketing on our behalf or to other financial institutions with whom we have joint marketing agreements.

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products and services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information. Once membership is terminated, no further disclosure will be made beyond what is permitted by law.

If you prefer that we do not disclose nonpublic personal information about you to non-affiliated third parties, you may opt out of these disclosures. That is, you may direct us not to make those disclosures other than disclosures permitted by law. If you wish to opt out, you must call us at 260.471.8336 or 800.728.8943. You may opt out at any time. This opt out option, by law, will not apply to disclosures that are legally permitted. A request from any of the joint account holders will apply to everyone on the account. Information about non-members will not be disclosed.

COMMON FEATURES OF SAVINGS, IMMA, IMMA GOLD, AND CERTIFICATE ACCOUNTS

- **Rate/Frequency/Determination Information.** The dividend rate and annual percentage yield is subject to change daily, as determined by the credit union management.
- **Compounding and Crediting Frequency.** Dividends will be compounded and credited monthly. If you close the account before dividends are credited, you will not receive accrued dividends with the exception of IMMA and IMMA Gold accounts. If an account is reopened, dividends will be calculated from the last reopen date.
- **Daily Balance Computation Method.** Dividends are calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.
- **Accrual of Dividends.** Dividends will begin to accrue no later than the business day that we receive credit with the exception of IMMA and IMMA Gold accounts.
- **Nature of Dividends.** Dividends are paid from current income and available earnings at the end of a dividend period after required transfers to reserves.
- **Transaction Limitations.** Due to federal regulations, you may not make more than six (6) withdrawals or transfers per month to another account of yours or to a third party by means of a pre-authorized or automatic transfer (overdraft), or by telephone. No more than three (3) of the six (6) may be made by check, debit card, or similar order to a third party. If you exceed this limitation, the account will be subject to closure or account modification.
- **Fees.** Refer to the Rate & Fee Schedule.

SAVINGS/SPECIAL SAVINGS

- **Minimum Balance to Open the Account.** \$5.
- **Daily Minimum Balance to Obtain the Annual Percentage Yield Disclosed.** We may pay different rates on different account balances. Please refer to the Rate & Fee Schedule.
- **Transactions Limitations.** We reserve the right to impose minimum withdrawal amounts at select office locations.

COMMERCIAL CHECKING (\$38)

- **Rate/Frequency/Determination Information.** The dividend rate and annual percentage yield is subject to change daily, as determined by the credit union management.
- **Compounding and Crediting Frequency.** Dividends will be compounded and credited monthly. If you close the account before dividends are credited, you will not receive accrued dividends. If an account is reopened, dividends will be calculated from the last reopen date.
- **Daily Balance Computation Method.** Dividends are calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.
- **Accrual of Dividends.** Dividends will begin to accrue no later than the business day that we receive credit.
- **Earnings Credit.** Activity charges are calculated for the previous month and posted to the account on the 5th of the following month. The earnings credit will be calculated at the end of the month, and any credit will be posted to the account at that time. For example, activity fees for the month of January will be posted to the account on February 5th. At the end of February, the earnings credit will be calculated, and any credit will be posted to the account on February 28th to offset the January activity fees that were charged in February. To get the earnings credit, we multiply your average investable balance for the statement cycle period by the earnings credit rate. Your average investable balance is your average collected balance less the 10% Federal Reserve requirement. Your monthly statement will detail the activity charges and calculations of your earnings credit.
- **Overdraft Protection.** Overdraft protection is available from savings account, a line-of credit account, or a credit card, if applicable. There is a one-time set up fee for this service. Refer to the Rate & Fee Schedule.
- **Standard Overdraft Protection (Privilege Pay).** This service is available to members that qualify. Refer to the Rate & Fee Schedule.
- **Fees.** Refer to the Rate & Fee Schedule.

SIMPLE BUSINESS CHECKING (S58)

- **Rate/Frequency/Determination Information.** The dividend rate and annual percentage yield is subject to change daily, as determined by the credit union management.
- **Compounding and Crediting Frequency.** Dividends will be compounded and credited monthly. If you close the account before dividends are credited, you will not receive accrued dividends. If an account is reopened, dividends will be calculated from the last reopen date.
- **Daily Balance Computation Method.** Dividends are calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.
- **Accrual of Dividends.** Dividends will begin to accrue no later than the business day that we receive credit.
- **Nature of dividends.** Dividends are paid from current income and available earnings at the end of a dividend period after required transfers to reserves.
- **Daily Minimum Balance.** A minimum daily balance of \$1,000 must be maintained or else subject to a below minimum balance fee. Refer to the Rate & Fee Schedule.
- **Daily Minimum Balance to Obtain the Annual Percentage Yield Disclosed.** We may pay different rates on different account balances. Refer to the Rate & Fee Schedule.
- **Overdraft Protection.** Available from savings account and line-of credit account, if applicable. One time set up fee. Refer to the Rate & Fee Schedule.
- **Standard Overdraft Protection (Privilege Pay).** This service is available to members that qualify. Refer to the Rate & Fee Schedule.
- **Fees.** Refer to the Rate & Fee Schedule.

INSURED MONEY MANAGEMENT ACCOUNT (IMMA)

- **Minimum Balance to Open and Obtain the Annual Percentage Yield.** The minimum balance to open this account is \$1,000. You must maintain a minimum daily balance of \$1,000 in your account to earn the annual percentage yield. We may pay different rates on different account balances. Please refer to the Rate & Fee Schedule.
- **Accrual of Dividends.** Dividends will begin to accrue no later than the next business day of deposit.
- **Compounding and Crediting Frequency.** Dividends will be compounded and credited monthly. If you close the account before dividends are credited, you will receive accrued dividends. If the account is reopened, dividends will be calculated from the last reopen date.
- **Transaction Limitations.** Each deposit and/or withdrawal must be at least \$250 or more.
- **Fees.** Refer to the Rate & Fee Schedule.

IMMA GOLD

- **Account Availability.** You must have a Partners 1st checking account to open an IMMA Gold.
- **Accrual of Dividends.** Dividends will begin to accrue no later than the next business day of deposit.
- **Compounding and Crediting Frequency.** Dividends will be compounded and credited monthly. If you close the account before dividends are credited, you will receive accrued dividends. If the account is reopened, dividends will be calculated from the last reopen date.
- **Minimum Balance to Open and Obtain the Annual Percentage Yield.** The minimum balance to open this account is \$100,000. You must maintain a minimum daily balance of \$100,000 in your account to earn the annual percentage yield. We may pay different rates on different account balances. Please refer to the Rate & Fee Schedule.
- **Transaction Limitations.** Each deposit and/or withdrawal must be at least \$500 or more.
- **Fees.** Refer to the Rate & Fee Schedule.

CERTIFICATES (EXCLUDING IRA CERTIFICATES)

- **Certificate specials.** Certificate specials are not available for business accounts.
- **Pledged Certificates.** Certificate accounts may be pledged as collateral for loans. Pledged certificate loan applications require the signature of a certificate owner
- **Fixed Rate Information.** These accounts are subject to a fixed rate and the rate applies to the term selected.
- **Minimum Balance Requirements.** You must deposit \$500 to open this account (with the exception of the Jump Start Savings account which does not have a minimum balance requirement. You must maintain a balance equal to the minimum balance required to open your account each day in order to obtain the disclosed annual percentage yield and to keep your account open.

- **Maturity Date.** The maturity date is at the end of the term according to the investment description.
- **Early Withdrawal Provisions.** A penalty will be imposed if you withdraw any of the funds before the maturity date.

<u>Term in</u> <u>Days</u>	<u>Penalty</u> <u>Days</u>
0 – 364	90
365 – 730	180
732 – 1095	365
1096 – 1460	545
1461 – 1825	730

- **Policy Renewals.** Your account will automatically renew at maturity. You will have a grace period of 10 calendar days following the maturity date to make deposits and/or withdrawals without penalty. Standard term certificates will automatically renew with the same term and earn the then current dividend rate and corresponding annual percentage yield (APY). Standard term certificates are certificates with a 3, 6, 9, 12, 18, 24, 36, 48, or 60 month term. All other term certificates will renew to the next highest standard term certificate and earn the then current dividend rate and corresponding APY.
- **Transaction Limitations.** Once your account is established, you may not make withdrawals of principal from your account and you may not make deposits to your account. You may not withdraw dividends unless you have previously made arrangements to do so at the time your account is established.
- **Nature of Dividends.** Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period.
- **Withdrawal of Dividends Prior to Maturity.** The APY assumes that dividends remain on deposit until maturity. A withdrawal will reduce dividend earnings.
- **Compounding and Crediting.** Dividends will be earned daily for each day on which your balance meets or exceeds the minimum daily balance requirement for your account. Dividends will be compounded and credited monthly.
- **Balance Computation Method.** Dividends are calculated by the daily periodic rate of the entire principal balance in the account for each day.
- **Accrual on Non-Cash Deposits.** Dividends will begin to accrue on the next business day.