

BUSINESS ACCOUNT RULES AND REGULATIONS

INTRODUCTION

Latino Community Credit Union ("LCCU" or the "Credit Union") offers a wide variety of account services. This Business Account Rules and Regulations document (this "Agreement") is incorporated into the application, signature form and other account opening agreements, as applicable, associated with each of your accounts (collectively, an "account signature form" or "member services request form"). This Agreement, and any changes we may later make to any components of the Agreement, including the member services request form, serves as our contract with you governing your deposit and share accounts and sets forth the respective rights and responsibilities of you and LCCU concerning your accounts.

When you open, change, or access your accounts with LCCU, you consent to the terms of this Agreement and any account signature form, Funds Availability Policy Disclosure, Privacy Disclosure, or member services request form accompanying this Agreement, the Credit Union Bylaws or Code of Regulations (Bylaws), Credit Union policies, other related documents such as those listed below, and any amendments made to these documents from time to time, all of which, collectively govern your membership, accounts, and the services provided by the Credit Union. You must read and retain this Agreement so you can refer to it whenever you have a question about your accounts. The most up-to-date version of this Agreement is available online at www.latinoccu.org, or you can contact your local branch or call us at 919-595-1800 to request a copy. If you have any questions after reading this Agreement, please let us know.

INCORPORATION OF OTHER AGREEMENTS.

a. Debit Card Supplement. If we issue you a Visa® Business Debit to access your account(s), your rights and responsibilities regarding your Card are described in the Business Supplemental Terms and Conditions for LCCU Visa® Business Debit¹ or (the "Supplement"). The Supplement constitutes a part of this Agreement.

b. Fee Schedule. Our Fee Schedule, which is provided separately and is incorporated herein, contains some of the important features of, and the fees associated with, our share and deposit accounts as well as related services we offer. Additional copies of the fee schedule may be made available online at www.latinoccu.org and/or upon request at any of our office locations. We reserve the right to change the terms of our accounts, including our fees, at any time and will provide advance notice of such changes as discussed in the "Amending This Agreement" section below.

c. Rate Information Sheet. Our Rate Information Sheet, which is also provided separately but incorporated herein, contains our most current interest and dividend rates and Annual Percentage Yields (APYs) on our accounts.

¹Visa is a registered trademark of Visa International Service Association and used under license.

NOTICE OF ARBITRATION PROVISION.

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION. IT GOVERNS HOW DISPUTES BETWEEN YOU AND US WILL BE RESOLVED IF A DISPUTE ARISES. YOU HAVE THE RIGHT TO OPT OUT OF THE ARBITRATION PROVISION BY NOTIFYING US WITHIN THE TIME PERIOD SPECIFIED IN THAT PROVISION.

MEMBER IDENTIFICATION NOTICE.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may ask to see your driver's license or other identifying documents. We may also ask to see your identifying documents if you change your name or before completing a transaction, such as a funds withdrawal.

GENERAL PROVISIONS

USE OF CERTAIN TERMS. In this Agreement:

- ❖ "You" and "your" refer to the business organizational account owner as well as each person signing a member services request form, anyone who owns an account, or anyone who has access to or control over an account.
- ❖ "We", "us", and "our" refer to LCCU.
- ❖ "Account" means any one or more business accounts you have with LCCU.
- ❖ "Item" includes all orders and instructions for the payment, transfer, or withdrawal of funds from your account; for example, a check, draft, image, substitute check, everyday non-recurring debit card transaction, recurring debit card transaction, ACH transaction, ATM transaction, preauthorized payment, automatic transfer, telephone-initiated transfer, online transfer including a BillPay transaction and an in-person payment, transfer or withdrawal instruction. A previously presented debit or withdrawal is considered a new Item if presented for payment again and therefore may be subject to additional fees as a new Item.
- ❖ "Includes," "including," "include" or "for example" are used to introduce a list of some, but not all, situations or items that are covered by a particular provision.
- ❖ When we refer in this Agreement to "sufficient available funds," "available funds," "funds being available," or similar phrases, we mean the Available Balance plus, if applicable, any funds available to the account through your participation in our Funds Transfer Service.

- ❖ “Representation” occurs when an Item that was returned unpaid is presented again by a merchant or other person for payment. The same Item may be presented for payment multiple times without prior notice to you. Each representation is considered a separate Item.
- ❖ “Business days” are Mondays through Fridays except Credit Union holidays.
- ❖ All references to time are in Eastern time unless otherwise noted.

HEADINGS. This Agreement uses section and paragraph headings to help you find certain subjects. This is done for convenience only. The headings do not limit the sections and paragraphs.

GOVERNING LAW. This Agreement is governed by applicable federal law and by North Carolina law, except that the Arbitration Provision is governed by the Federal Arbitration Act.

EFFECT OF STATE AND FEDERAL LAWS AND REGULATIONS. Our account relationship with you is governed primarily by this Agreement; but it is also governed by applicable federal law and by North Carolina law. If any terms of this Agreement come into conflict with applicable law, those terms will be nullified to the extent they are inconsistent with the law, and the applicable law will govern. Except as set forth in the Arbitration Provision, if any provision of this Agreement is found to be invalid, the rest of it will still remain in effect.

AMENDING THIS AGREEMENT. We reserve the right to amend the terms of this Agreement, or change the terms of your account, by adding, deleting or amending any provisions at any time, except as prohibited by applicable law. If we amend this Agreement or your account, we will notify you if and as required by law, and in a format that as we determine is appropriate, such as by statement message or enclosure, letter, or as posted on our website and/or in our branches. When we amend this Agreement, the amended version supersedes all previous versions and governs your account. If you do not agree with an amendment, you may close your account. Your continued use of the account after the effective date of any amendment will constitute your acceptance of the amendment. Any attempt by you to amend this Agreement by striking through, adding language, or making any other written changes is void.

COMMUNICATIONS ARE PROVIDED IN ENGLISH. “Communications” refers to any written (including electronic) or oral agreements, disclosures, messages, statements, applications, documents, policies, forms, notices, records, instructions, or other information that we provide you or that you sign, complete, agree to or submit to us at our request. We provide official versions of our Communications in English; however, as a service to our members and where possible, we may attempt to assist members who have limited English proficiency, including by making available Communications translated into another language. If there are any discrepancies between the official English version and a version translated into another language, the English version will prevail. Therefore, if you are not fluent in English, you should consider obtaining the services of an interpreter or taking other steps to ensure you understand any Communications, including this Agreement, that are provided to you in English.

CHANGES TO YOUR ACCOUNT. If you ask us to make a change to your account, and we agree, the change will not be effective until we receive a properly completed request form that you have completed, and we process it.

WAIVERS.

a. LCCU Waiver. The waiver of any of our rights under this Agreement must be in writing and signed by us to be effective. We may delay enforcing or not enforce any of our rights under this Agreement without losing or waiving any of them.

b. Your Waiver. You agree to waive any notice of nonpayment, dishonor or protest regarding any Items credited to or charged against your account. For example, if a check you deposited or we cashed for you is dishonored and returned to us, we are not required to notify you of the dishonor unless there are fees associated with such checks returned unpaid in which case we will disclose such fees on your regular statement.

CALLS AND MESSAGES TO YOUR TELEPHONE OR MOBILE DEVICE. You agree that we (and our affiliates, agents, and contractors) may monitor or record any calls between you and us. You also agree that we do not need to remind you of this before any phone conversation. If we need to contact you to service your account or to collect amounts you owe us, you authorize us (and our affiliates, agents and contractors) to contact you at any number you have provided to us, from which you called us, or which we obtained and believe we can use to reach you. You must notify us if you change or discontinue using any phone number you provide. We may contact you in any way, such as calling, texting, or email. We may contact you using an automated dialer or using artificial or pre-recorded voice messages. We, our affiliates, agents, and contractors may call or text you about any current or future accounts or applications, and all products you have or may have with us, at any phone number you provide. We may contact you on a mobile, wireless, or similar device, even if you are charged for it by your provider. Message and data rates may apply to any messages we send to you and the frequency of our messages may vary. To stop alert messages from LatinoConnect, you can reply to an alert with “STOP.” You may also change your preferences regarding certain calls and messages by updating your preferences online through LatinoConnect Web or Mobile Application, contacting your local branch or calling us at 919-595-1800. You may also write us at our mailing address: Latino Community Credit Union, PO Box 12139, Durham, NC 27709.

EFFECT OF INTERNAL GUIDELINES. Our internal policies and procedures are only for our own purposes, may not be enforced by you, and do not impose a higher standard of care than otherwise would apply by the law that governs your account.

MEMBERSHIP ELIGIBILITY. To be eligible for membership in LCCU you must be a business, organization, or other legal entity (other than a sole proprietorship) qualifying within the Credit Union's field of membership, and must purchase and maintain at least one share, and/or pay a membership fee, as required by the Latino Community Credit Union Bylaws. You authorize us to check your account, credit, and employment history and obtain a credit

report from third parties, including credit reporting agencies, to verify your eligibility for the accounts, products, and services you request and for other accounts, products, or services we may offer you or for which you may qualify.

SOLE PROPRIETORSHIPS. Sole proprietorships wishing to open an account with LCCU are not subject to this Agreement and instead are subject to LCCU's Consumer Rules and Regulations.

RULES FOR SPECIFIC ACCOUNT OWNERSHIP

ACCOUNT OWNERSHIP. You select the account ownership type for your account. The type of account ownership is designated on the member services request form associated with your account. You may request that we facilitate certain account set-ups or other arrangements. However, we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets your specific requirements, and we are not responsible for informing you how the different account ownership types may affect your legal interests.

BUSINESS AND OTHER NON-PERSONAL ACCOUNTS. The account must be owned by a corporation, limited liability company, unincorporated association, partnership, or other business or nonprofit entity. Each individual signing the account signature form or any other account documents represents to us that the entity is validly and legally organized and existing and has authorized the opening of the account, and that each individual whose name is listed on the signature form and/or on any entity resolution, declaration or agreement is authorized and has complete authority to bind the entity in all transactions involving the account. LCCU is authorized to follow the directions of any individual designated as having actual authority, or any individual who has apparent authority, to act on the entity's behalf until we receive written notice that the authority has been terminated and we have had a reasonable period of time to act upon that notice. You agree to furnish us with all documents we reasonably request to evidence each signer's authority to transact business with respect to the account. We may require new resolutions, declarations or certifications affecting the account to be on our standardized forms.

a. Account Owners on Business Accounts. LCCU may accept orders, instructions, and requests from any owner, officer or manager of the business, and/or any other individual who is duly authorized to act on behalf of the business with respect to the account (each, an "account owner") upon presentation to LCCU of documentation evidencing such ownership or signing authority.

b. Authorized Users on Business Accounts. Account Owners may authorize certain authorized users of the business account (each an "authorized user"). Any authorized user may access available funds in the account and make deposits into the account without the consent or joinder of any other authorized user, and LCCU shall have no duty to notify any other authorized user on the account. Authorized users may not close accounts, make changes with respect to ownership of the account, or access Online Services. If LCCU receives written notice of a dispute between authorized users, or receives inconsistent instructions from them, LCCU may suspend or close the account, require a Court order to act, or require that all authorized users agree in writing to any transaction concerning the account. LCCU may enforce its rights against any or all funds in the business account regardless of who contributed the funds to the account. An account owner may remove an authorized user by calling 919-595-1800.

c. Liability Concerning Business Accounts. If any Item deposited in a business account is returned unpaid or an account is overdrawn, or if we do not receive final payment on any transaction, each of the multiple business owners is jointly and severally liable to LCCU for the amount of the returned Item, overdraft, or unpaid amount and any charges, regardless of who created the overdraft, deposited or cashed the Item or benefited from the transaction. Conversely, if any business owner is indebted to LCCU, the Credit Union may enforce its rights against any or all funds in the business account regardless of who contributed the funds.

DEPOSITS TO AND WITHDRAWALS FROM YOUR ACCOUNT

DEPOSIT REQUIREMENTS. Funds may be deposited to any account, in any manner approved by the Credit Union. You may make deposits in person, by mail or by any other method we make available, including at a LCCU branch location, through our LatinoConnect Mobile Application (our "Mobile App"), or through our affiliated ATM Networks. You understand that affiliated ATM Networks are not under our control and may not always be available or operational. We will not be responsible for deposits made by or through a depository not staffed by our personnel until we actually receive the deposits (including through an affiliated ATM Network). We may, at our discretion, refuse any deposits. All accounts are non-assignable and nonnegotiable to third parties. Share term certificate (STC) accounts are additionally governed by the terms of the Fees and Terms, the Rate Information Sheet, and the terms and disclosures on your STC account receipt for each STC account, which are incorporated herein by this reference.

a. Endorsements. We may accept checks, transfers, drafts, and other Items for deposit into any of your accounts if they are made payable solely to, or to the order of, one or more of the account owners, even if the check is not endorsed by all the payees. If you fail to endorse an Item that you submit for deposit, we have the right, but are not obligated, to supply a stamped endorsement. We may, at our discretion, require that certain checks, including government checks or insurance company checks, be personally endorsed by each payee. You agree to reimburse LCCU for any loss or expense we incur because you fail to endorse an Item exactly as it is drawn.

b. Restrictive Legends. Some checks and drafts contain restrictive legends or similar limitations on the front of the Item. Examples of restrictive legends include "two signatures required," "void after 60 days" or "not valid over \$500." We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the Item unless we have specifically agreed in writing to the restriction or limitation.

c. Final Payment. All Items credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to charge your account for the amount of those Items and impose a return charge on your account. If final payment is not received, we may charge

your account for the amount of such items and impose a returned item fee on your account. After we have received final payment, we refer to these deposits as collected Items. If LCCU incurs any fee to collect any Item, we may charge such fee to your account. LCCU reserves the right to refuse or to return all or any Item or funds transfer, and has the right to charge back against your account all previously deposited Items or other Items endorsed by you that are returned to us unpaid, regardless of whether the amount of the Item has been available for your use.

d. Direct Deposits and Other Preauthorized Transfers. LCCU may offer direct deposit or other ACH options allowing you to preauthorize deposits or preauthorize transfers from other LCCU or third party accounts. You must authorize any direct deposits to your accounts by a separate written authorization document. LCCU may require that you sign a separate written agreement for certain types of ACH transfers. If applicable, you must notify us at least thirty (30) days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or direct transfer option. Any cancellation or change will only become effective once we receive notice from you and have a reasonable period of time to act on your request. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits, as permitted by law. Upon filing of bankruptcy, if you fail to cancel any direct deposit authorization, you instruct your employer and us to make and apply direct deposits in accordance with your authorization on file with us.

e. Crediting of Deposits. Deposits made on weekends and Credit Union holidays are credited to your account on the day we consider funds received as stated in our Funds Availability Policy Disclosure. Deposits received at un-staffed facilities such as night depositories and automated teller machines (ATMs) are credited on the day funds are removed and processed by LCCU. Items drawn from an institution located outside the United States are handled on a collection basis only. Amounts are credited to your account when we receive final payment. You waive any notice of nonpayment, dishonor, or protest regarding any Items purchased or received by LCCU for credit to your account or for collection.

f. Subsequent Verification of Deposits. All deposits are subject to our subsequent verification and adjustment, even if you have already withdrawn all or part of the deposit. Even though we provide you a receipt or acknowledgement, deposits are still subject to subsequent verification and adjustment.

g. Return of Direct Deposits. If, for any reason, we are required to reimburse the federal or state government or any other depositor for all or any portion of any payment deposited into your account through a direct deposit plan, you agree that we may, without prior notice to you, deduct the amount returned from your account, or from any other account you have with LCCU, unless the deduction is prohibited by law. This right is in addition to any other rights LCCU has under this Agreement and at law, including its right of setoff and lien.

h. Collection of Items. LCCU is not responsible for deposits made by mail or at an un-staffed facility until we actually receive them. In handling Items for deposit or collection, LCCU only acts as your collecting agent and assumes no responsibility beyond the exercise of ordinary care. We are not liable for the loss of an item in transit or the negligence of any correspondent. Special instructions for handling an Item are effective only if we accept them in writing at the time we receive the Item in question. We are not responsible for errors or delays caused by others in the collection process. Delivery to LCCU of Items for deposit, collection, credit or payment will constitute your acceptance of these conditions. We reserve the right to send any Item for collection.

i. Returned Items. If we cash an Item or deposit it into your account and, upon presentment to the obligated party, the Item is not paid for any reason (or we believe it will be returned unpaid), it may be charged back against your account (or any other account you have with us), even if the Item is not returned within any applicable deadlines. We can also charge back any Item drawn on us if, within the normal handling period for such Item, it cannot be honored against the drawer's account. If an Item is returned to us after it was deposited or cashed because someone made a claim that the Item was altered, forged, unauthorized or should not have been paid for some other reason, we reserve the right to either charge back the amount of such Item to your account or hold the amount of such Item in your account until a final determination as to the validity of that claim is made. We may also charge back an Item or hold the amount of an Item if there is a problem which, in our judgment, justifies a reversal of credit. We are authorized to pursue collection of previously dishonored Items, and in so doing may permit the payor financial institution to hold an Item beyond the normal deadline to pay or return an Item.

j. Processing of Items. Items may be sent directly to the financial institution upon which they are drawn or at which they are payable, or they may be sent through collecting agents for collection and remittance.

k. Remote Deposit Capture. We offer a Remote Deposit Capture (RDC) service to eligible members who have enrolled in our Online Services and downloaded our LatinoConnect Mobile App onto their mobile device. You agree that, prior to transmitting check or draft images, you will restrictively endorse each original check or draft in accordance with any other agreement with us that governs this service. If an image of an Item you transmit through RDC is submitted and received by us on a business day before 5:00 p.m., we consider the deposit as being made on that date – the "deposit date." For deposits made after 5:00 p.m. or on a nonbusiness day, the deposit date will be the next business day. Funds deposited through RDC will generally be made available the following business day after the deposit date; however, in our sole discretion, we may make funds available sooner or delay availability for a longer period of time under certain circumstances. Deposits made through RDC are governed by our Online Services Agreement, which is incorporated herein by reference. Our Online Services Agreement is available on our website or upon request. Holds on deposits made through RDC are not subject to the requirements of federal Regulation CC.

ACCOUNT ACCESS.

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

b. Access Options. You may access, withdraw, or transfer funds from your account(s) in any manner we permit (e.g., at an automated teller machine or point-of-sale device, in person, or by mail, Internet access, mobile device or application, automatic transfer, or telephone, as applicable). We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any losses, expenses, or fees we incur as a result of handling such a check or draft. We have the right to review and approve any power of attorney document provided by you or your agent and may restrict your agent's account withdrawals or transfers if we believe such transactions are not authorized by the power of attorney.

We reserve the right to restrict account withdrawals or transfers from your account, provided that we shall not be liable for any damages arising from any action we take regarding either (i) withdrawals or transfers; or (ii) payments or nonpayment of a check or draft, except for those damages which may arise solely as a result of the Credit Union's negligence.

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

ACH TRANSACTIONS. Automated Clearing House (ACH) entries are debits or credits to your account that are transmitted through the ACH system. All ACH entries are subject to the Operating Rules and Guidelines of the National Automated Clearing House Association (NACHA Rules). As the originator or receiver of an ACH entry, you are subject to the NACHA Rules.

a. Inconsistency of Receiver Name and Account Number. If we receive an ACH entry that includes a receiver name and account number that are inconsistent, the entry will be credited on the basis of the account number, even if it identifies an account that does not belong to the named receiver. You agree that we have no obligation to identify such inconsistencies and are not responsible if we process an entry that contains your name based solely on the account number.

b. Notice of Receipt of ACH Items. Under the NACHA Rules, we are not required to give next-day notice to you of receipt of an ACH Item, and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

c. Early Direct Deposit. If you receive direct deposits to one or more of your Credit Union accounts, you may be able to access your funds in advance of the ACH Network settlement date. Early access to your funds is not guaranteed, however. Always check your account transactions to confirm your deposit has been credited to your account before you make purchases or pay bills in reliance on early direct deposit.

d. Provisional Payment. Credit given by LCCU to you with respect to an ACH credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we may reverse the provisional credit or require you to refund us the amount provisionally credited to you in connection with such entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you the amount of such entry.

e. Applicable Law. LCCU may accept on your behalf payments to your account which have been transmitted through one or more ACH entries such as a represented check. Your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the State of North Carolina and as provided by the NACHA rules.

WIRE TRANSFERS

a. Applicable Law. This section applies to wire transfers you send or receive through us but does not apply to any aspect of a fund transfer if that part of the transfer is governed by federal law. Wire transfers are subject to Article 4A of the North Carolina Uniform Commercial Code and any rules in effect at the time of the transfer governing the use of the system(s) through which funds are transmitted. However, wire or other fund transfers sent outside the United States that are initiated primarily for personal, family, or household purposes (called remittance transfers) are governed primarily by federal law, and not by this section; your rights regarding remittance transfers will be disclosed to you in connection with each remittance transfer transaction that you make. Wire transfers are also governed by the terms set forth on our Wire Transfer Form, which is provided to you when you give us a wire transfer payment order and is available at other times upon request.

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

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

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

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

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

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

h. Inconsistency of Beneficiary Name and Account Number. If you request a wire transfer that identifies the beneficiary (recipient of funds) by name and account number, payment may be made by the beneficiary's financial institution on the basis of the account number, even if it identifies a person different than the beneficiary. You agree that we have no obligation to identify such inconsistencies and may process your request on the basis of the account number only. If you request a wire transfer that identifies an intermediary or beneficiary's financial institution by both name and identifying number, a receiving financial institution may rely on the number as the proper identification even if it identifies a different financial institution than the named financial institution.

i. Security Procedures. The Credit Union may establish, from time to time, security procedures to verify the authenticity of a payment order. You understand and agree that the Credit Union in its sole discretion may amend the security procedure(s). You will be notified at the time the payment order is requested of a potential call back, if any, to be used to verify payment orders issued by you or for which your account will be liable. You agree that the authenticity of payment orders may be verified using the security procedure(s) established by the Credit Union unless you notify the Credit Union in writing that you do not agree to the specified security procedure(s). In that event, the Credit Union will have no obligation to accept any payment order from you on the account until you and the Credit Union agree, in writing, on an alternate security procedure. Provided the Credit Union complies with its established security procedure(s) (or the security procedures as otherwise agreed with you), you will be liable for payment of the transferred amount plus transfer fees, even if the transfer request was not actually transmitted or authorized by you. If the Credit Union does not follow the security procedure(s) but can prove the transfer request was originated by you (or by any person authorized by you as a joint owner or other authorized party with the right of access to the account from which the funds transfer is to be made), you will still be liable for the transfer amount plus transfer fees. You authorize the Credit Union to record electronically or otherwise any telephone calls and instructions relating to any funds transfer under this Agreement.

j. Duty to Report Unauthorized or Erroneous Transfers. You must exercise ordinary care to identify and report unauthorized or erroneous transfers on your account. You agree that you will review your account(s) and periodic statement(s). You further agree you will notify us of any unauthorized or erroneous transfers within the time frames described in the "Statements" section of this Agreement.

ELECTRONIC CHECK TRANSACTIONS

a. Electronic Checks. If you authorize a merchant to electronically debit your checking account using the routing, account, and serial number of your check to initiate the transfer, whether the check is blank, partially or fully completed, or signed, such authorization is an electronic check conversion. An electronic check conversion is an electronic funds transfer (EFT) subject to the terms of the Electronic Fund Transfer Agreement. You authorize us to honor any electronic check conversion from your checking account.

b. Electronic Re-Presented Checks. If you write a check on an account that we return unpaid because of insufficient or uncollected funds, the payee or any subsequent holder of the check may re-present the check to us, through an electronic instruction ("electronic re-presented check") to charge your account for the amount of the check. If we receive an electronic re-presented check, we will pay or return the electronic re-presented check as if the original paper check was presented to us. Any collection fee you authorize the merchant to debit from your account is an electronic funds transfer subject to the terms of the Electronic Funds Transfer Agreement. If you want to reverse an electronic re-presented check, you must give us an affidavit within fifteen (15) days after we send or make available to you the periodic statement that reflects payment of that electronic re-presented check. In your affidavit, you must declare and swear under oath that the electronic re-presented check was ineligible or unauthorized. If we receive a proper notice of affidavit from you within the 15-day period, we will re-credit your account with the amount of the charge. If you wish to stop payment of any electronic re-presented check, you must follow the procedures for stopping payment of checks, not the procedures for stopping payment on electronic loan or bill payments. If you ask us to request the depositor's bank to send us the original paper check or a copy of the paper check, and we provide it to you, you agree that you will not seek to have your account re-credited due to a prior stop payment order or if the Item is otherwise ineligible for collection.

ACCOUNT RATES AND FEES. LCCU's payment of dividends or interest on any account is subject to the terms set forth in the Rate Information Sheet and Fee Schedule. You agree that LCCU may impose fees for the deposit account services we provide. Our Rate Information Sheet and Fee Schedule may be updated from time to time, and you will be notified of changes as required by law.

ACCOUNT BALANCE AND POSTING ORDER

a. Account Balance. We use your Available Balance plus your Overdraft Transfer Balance when we determine if you have enough funds available to pay Items or authorize transactions. Your Available Balance may not reflect every transaction or the final amount of every transaction you have initiated or authorized. For example, your Available Balance may not include the final settlement amounts for debit card transactions when:

- ❖ a merchant delays sending us the final settlement,
- ❖ a merchant requests authorization before you leave a tip, or
- ❖ the final amount is not yet known when the merchant requests authorization for a purchase.

One or more of the following account balances is available to you for review online or by visiting your local branch.

- ❖ **Beginning Balance/Ending Balance:** The balance in your account after nightly processing.
- ❖ **Current Balance:** The Beginning Balance, plus or minus Items in activity that have not yet posted (“Activity Today”). This balance does not include funds in any accounts designated as protecting accounts for LCCU’s Funds Transfer Service. Items in Activity Today include transactions we have received but have not yet posted to your account. The Current Balance does not include Items such as scheduled BillPay transactions and checks you have written but have not yet cleared your account. If you check your balance using a LCCU ATM network, the Current Balance (but not the Available Balance) will be displayed.
- ❖ **Available Balance:** The Current Balance, minus any monetary holds or deposits pending. “Deposits pending” are funds from checks that have been deposited but are not yet available for use. This includes checks deposited at LCCU ATM Network and through RDC, which are not made available until the first business day following the deposit date (the business day of the deposit). Deposits pending also includes merchant credits that have been received by LCCU but have not yet posted. “Monetary holds” are funds in an account on hold for any other reason, such as the proceeds of a transit check you deposit where availability of funds is delayed. The Available Balance does not include funds in any accounts designated as protecting accounts for LCCU’s Funds Transfer Service.
- ❖ **Overdraft Transfer Balance:** The sum of the Available Balance(s) in the protecting account(s), in whole dollars, less any required minimum balance for the protecting account(s) that cannot be transferred to another account for any purpose.

b. Posting Order. We post credit and debit Items to your account during nightly processing on days we are open for business. For purposes of this section, Items include fees. Credits increase your account balance and debits decrease your account balance. The order Items post to your account may differ from the order in which the transactions occur or we receive them. The order in which Items are posted may affect the total number of NSF Items you incur if you have insufficient funds to cover all Items.

We reserve the right to process and post Items to your account in any order at our discretion, and we may change the order or categories, including Items within a category, at any time without notice to you; however, we generally post Items to your account in the order described below:

We post deposits and other credits to your account first. After we post all deposits and other credits to your account, we post debits. We post debits in order according to categories. Within each category, we post debits from the lowest amount to the highest amount. We post all transactions for each category before posting transactions in the next category.

The categories of debits are listed below in the order in which they post:

1. **Authorized Debits:** Authorized debits are Items that we are obligated to pay because we provided authorization at the time you initiated the transaction. Prior to posting, authorized debits are included in your account’s Activity Today and will affect your Available Balance because they are authorized at the time of the transaction. We later receive and post the final transaction, and the final amount posted may differ from the authorized amount appearing in Activity Today. The authorized debits category also includes certain account fees.
 - Examples of authorized debits include ATM withdrawals, transactions initiated with your debit card, on-us checks cashed in a branch or at an ATM, withdrawals performed in a branch, and automatic funds transfers such as loan or credit card payments.
 - The authorized debits category also includes the following authorized account fees: Wire Service Fees, ATM Usage Fees, Card Reissue Fees, International Transaction Fees, Verification of Deposit Fees, Copy Request Fees, Returned Check Fees and NSF Fees for Items that attempted but failed to clear the previous business day.
2. **ACH Debits:** ACH debits are debits to your account which are transmitted through the ACH system. We also post check order expenses in this category.
3. **Checks and Paper Drafts:** Checks and other drafts you have written or authorized from your account.
4. **Other Fees:** Monthly Maintenance Fees, Funds Transfer Service fees, Inactive Fee per item fees and any other miscellaneous fees charged. We debit Funds Transfer Service Fees even if there are insufficient available funds in your account to cover the charge; therefore, Funds Transfer Service Fees can cause your account to have a negative balance.

c. Negative Balance. If your account has a negative balance for any reason, you agree to pay the amount of the negative balance without notice or demand from us. You also agree to reimburse us for any costs we incur in collecting the amount of any negative balance, including reasonable attorneys’ fees and the costs of litigation. For joint accounts, each owner agrees that all of the owners are jointly and severally liable for all negative balances. Each owner also agrees that we may debit funds from any other account held by each owner to repay any negative balance. Account services may be restricted, and your account may be closed due to account mismanagement causing excessive negative balances.

WITHDRAWAL RESTRICTIONS. We will permit a withdrawal only if you have sufficient available funds in your account to cover the full amount of the withdrawal or if you have elected to use our Funds Transfer Service for the account and the protecting account has sufficient available funds to cover the withdrawal. Drafts or other transfer or payment orders that are drawn against insufficient available funds will be subject to a service charge set forth in the Fee Schedule. If there are sufficient available funds to cover some but not all of your withdrawal orders, LCCU may allow those withdrawals for which there are sufficient available funds in any order at LCCU’s discretion. LCCU may refuse any check or other Item or withdrawal request if it is not made in a

manner specifically authorized for your type of account. LCCU may also refuse to allow a withdrawal in other situations, for example, in the event of any dispute between the owners of the account (unless a court has ordered LCCU to allow the withdrawal); a legal garnishment or attachment is served; the account secures an obligation to LCCU; any required documentation has not been presented; or you fail to repay a Credit Union loan on time. You will be advised of the reasons for refusal if such action is taken. We reserve the right to require members to give notice in writing of any intended withdrawals from any account (except checking accounts) of no less than seven (7) days and up to sixty (60) days, as required by law, before such withdrawal.

We may require you to withdraw funds from your account upon notice. We utilize automated collection and processing procedures which rely primarily on information encoded onto each item, whether or not that information is consistent with other information on the Item. You agree that LCCU does not fail to exercise ordinary care in paying an Item solely because our automated procedures do not provide for sight-review.

FUNDS TRANSFER SERVICE. LCCU may offer a Funds Transfer Service whereby available funds are transferred from designated LCCU accounts or lines of credit to help prevent your protected checking account (the "protected account") from experiencing non-sufficient funds (NSF) activity or becoming overdrawn, which could result in fees.

a. Insufficient Funds and Funds Transfers. If, on any day, the available balance in your account is not sufficient to pay the full amount of a check, draft, transaction or other order or item that is presented for payment from the account, we may return the order or item or pay it in accordance with our Funds Transfer Service policies. Orders or items drawn on your account may be paid in any order we choose. The available balance for your account is determined according to our funds availability policy and may reflect pending transactions you have authorized but have not yet posted to your account. We may determine whether the available balance in your account is sufficient to pay an order or item at any time between presentation of the order or item and our midnight deadline, with only one review of the account required. We are not required to notify you if your account does not have sufficient available funds to pay the order or item. Your account may be subject to a fee as disclosed in our Fee Schedule for each order or item presented against an insufficient available balance, regardless of whether we return or pay the order or item. We may charge a fee each time a merchant or other payee submits or resubmits an order or item for payment; therefore, you may be assessed more than one fee as a result of a returned order or item and resubmission(s) of the returned order or item.

In the event that you write a check or take any other action that would result in an account becoming overdrawn, and if you have established a Funds Transfer Service, such check or action taken shall be deemed to be a request by you to us to transfer available funds from your designated share account (subject to transaction limitations) and/or to make an advance under your line of credit account with us, in increments that we deem sufficient or have specified in the Fee Schedule to pay the item or otherwise remedy the overdraft, together with any fee we may impose. We will use our best efforts to transfer funds from your designated account to your checking account and/or to make an advance under your line of credit account with us, in the manner in which you have directed. A fee may be charged for Funds Transfer Service as set forth in the Fee Schedule. If sufficient funds are not available, then any such item presented may be returned to the payee due to non-sufficient funds and an NSF fee will be charged or we may consider paying the item at our discretion, subject to your eligibility and the Funds Transfer Service fee. In some cases, such as a preauthorized debit card transaction we have committed to pay at the time of purchase, we may be required to pay the transaction against insufficient available funds at the time of presentment, even if you are not eligible for or have not opted into Funds Transfer Service protection for everyday Visa Debit Card transactions, but in such a case we will not charge an Funds Transfer Service fee unless permitted by law.

If we, at our discretion and as a courtesy to you, honor items that exceed the available balance in your account, the account will be overdrawn and you agree to repay the overdrawn amount, plus any fee assessed by us, in accordance with the requirements established in any other agreement with us that governs this service. By exercising our discretionary right to honor such items, we do not agree to honor them in the future.

b. Conflicting Terms. The credit agreement governing any designated line of credit protecting an account may contain provisions relating to the Funds Transfer Service. In the event of a conflict involving the terms applicable to any Funds Transfer Service, the provisions of any applicable credit agreement will control, followed by the provisions of this Agreement and then the Funds Transfer Service terms and conditions. The terms applicable to any Funds Transfer Service are subject to change via amendments to any of these agreements, which will be communicated to you as required by law.

c. General. You agree to maintain sufficient available funds in your accounts at all times to pay any order (whether oral, written, or otherwise) or item presented for payment against the applicable account. We are under no obligation to pay any order or item (i) the amount of which exceeds the available balance in the account upon which the order was made or the item was drawn, or (ii) that would exceed limitations imposed upon the applicable account under our policies and procedures or under applicable law, including Federal Reserve Board Regulation D. In the event that we do pay any such order or item, we will not waive our right to dishonor any subsequent orders or items presented. If we do pay an order or item, the amount of which exceeds the available balance in the account upon which it is drawn, or if any item deposited to your account is subsequently returned and charged back to your account creating an overdraft, you agree to pay us immediately the amount by which that account is overdrawn together with any fees that we might assess. You also authorize us to deduct any overdraft from your next deposit (including a direct deposit of Social Security or other government benefits), to withhold or to transfer funds from any other account to which you are a party in amounts sufficient to cover any overdraft and resulting fees, or to use any other collection remedy available to us by law. Each party to any of your accounts will be jointly and severally liable for overdrafts caused by any other party to the account. In the event the Credit Union reasonably believes that the use of your account(s) is abusive due to excessive checks or transactions presented on insufficient funds, excessive activity, or otherwise, we may limit or terminate certain services or your account may be closed.

CHECKING ACCOUNTS AND NON-SUFFICIENT FUNDS. LCCU determines whether sufficient funds are available to pay an Item after the Item is received by LCCU and before LCCU's return deadline. Only one determination of the account balance is required.

We may assess a non-sufficient funds (NSF) fee each time an Item is presented for payment against your checking account and sufficient funds are not available to cover the Item. **You should be aware that merchants and payees can present an Item multiple times for payment if the initial presentment or subsequent representment is returned due to insufficient funds or for other reasons. We consider each presentment of an Item a new Item for purposes of assessing an NSF fee.** You acknowledge that a representment may be attempted on the same day as (or any later day after) the original attempt to present the Item for payment. You further acknowledge that we have no control over when a merchant or other payee chooses to present or represent an Item and that it is your sole responsibility to ensure that you maintain sufficient available funds to cover all the Items you have authorized until they finally settle.

For example, if you write a check to the grocery store and your checking account lacks sufficient available funds to pay the Item when the grocery store presents it for payment, we will return it and assess an NSF fee. If the grocery store presents the check for payment again a few days later, and your account still lacks sufficient available funds to pay it, we will return it and assess another NSF fee.

Your Available Balance is subject to LCCU's Funds Availability Policy and the order in which we process and post Items. If our determination reveals that sufficient funds are not available to pay an Item, LCCU will not be required to pay the Item and may return it and assess an NSF fee. We do not distinguish between available and unavailable funds in the Beginning/Ending Balance that is displayed on your account statements and online, so it may appear that you had enough funds to cover an Item that was returned and for which you were charged an NSF fee. You may obtain your Available Balance online, by calling 919-595-1800, or by visiting your local branch.

If you have opted in to our Funds Transfer Service, LCCU will transfer any funds available for transfer from the designated protecting account(s) in order to help prevent the protected checking account from incurring NSF fees or becoming overdrawn. See the "Funds Transfer Service" section. LCCU is not required to send you notice of Items returned for non-sufficient funds. As the account owner, you are responsible for keeping track of your account balance to ensure that you have sufficient funds available to pay any Item you authorize. LCCU may restrict account services or close your account if your account has excessive NSF activity and incurs excessive NSF fees or returned Items or is otherwise mismanaged.

The order in which we post Items can affect the total number of NSF and Funds Transfer Service fees you incur.

During nightly processing on LCCU business days, we post Items received for payment since the previous business day's cut-off time. For example, Items received on a Tuesday after cut-off time, and Items received on Wednesday up until cut-off time, post during Wednesday night processing. Different posting timeframes may apply depending on the effective date of the Item. Items often post in a different order than they were authorized. We may, at our discretion, pay a check, draft or Item and execute other transactions on your account in any order we choose. Please refer to the Account Balance and Posting Order section for more information about the posting order of Items.

STALE AND POST-DATED ITEMS.

a. Stale-Dated Items. We maintain the option, at our discretion, to either pay or dishonor any stale-dated Item (that is, a check presented more than six months after the date on the check) upon presentation to LCCU. We may pay the Item, at our discretion, unless a stop payment order is in effect; however, if the check or draft is paid against your account, we will have no liability for such payment.

b. Post-Dated Items. You agree not to issue any post-dated Items. You agree not to deposit checks, drafts, or other items before they are properly payable. You further agree that we will not be liable for charging your account before the indicated date on a properly payable but post-dated Item unless you timely request a stop payment and we have reasonable opportunity to act on the request, as described below.

STOP PAYMENT ON CHECKS.

a. Stop Payment Request. You may request a stop payment on any check or draft drawn on your checking account. You may request a stop payment by telephone, mail, online, fax or in person. If the account is a joint account, any joint owner can stop payment of any check or draft drawn on the account. If you want to stop payment on a check or draft, you must act promptly to ensure we receive your request and have a reasonable opportunity to act on it before the check is paid. As a result of advances in the check collection process, including the electronic exchange of check information, your checks may be presented for payment against your account much more quickly than in the past. Thus, to request a stop payment order we recommend that you contact LCCU by calling 919-595-1800 or sign on to LatinoConnect Online Services and submit a written request. The stop payment order must describe the check or draft with reasonable certainty (for example, the payee, account number, check or draft number, and exact amount of the check or draft). LCCU will not be responsible for failing to stop payment of a check or draft if you provide us with untimely, incorrect, or incomplete information. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it. If we recredit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or other holders of the check or draft, and to assist us in any legal action. We may rely on any stop payment order made by you or any co-owner or agent.

b. Duration of Order. Stop payment orders on checks or drafts remain in effect for 12 months. We may pay a check or draft once the stop payment order expires. To continue the stop payment for another 12 months, you must request a new stop payment order. If you want the stop payment order to expire in less than 12 months, you may provide us written notice requesting to cancel the stop payment order. The cancellation request will not be effective until we receive the request and have a reasonable opportunity to act on it. In our sole discretion, we may decline a request to cancel a stop payment unless made by the same person who placed the stop payment. LCCU is not obligated to notify you when a stop payment order expires.

c. Liability. LCCU may charge a fee for each stop payment order requested. Such fee, if charged, will be included in the Fee Schedule. You should be aware that while payment of the check may be stopped, you may remain liable to any party, including LCCU, who is a holder of the check or draft despite the stop payment order. You agree to indemnify and hold us harmless from all costs, including attorney fees, damages, or claims related to our action in refusing payment of a check or draft, including claims of any multiple party account owner, payee, or endorsee, for failing to stop payment of a check or draft as a result of incorrect information provided by you.

LOST ITEMS. LCCU, in receiving Items from you for withdrawal or deposit, acts only as your agent and reserves the right to reverse the credit for any deposited Items or to charge your account for the Items, if they are lost in the collection process.

CASHIER'S CHECKS. LCCU may issue cashier's checks payable to you or to a third party at your direction. Because cashier's checks are guaranteed funds, you may not cancel or put a stop payment on a cashier's check once it is issued. However, if the cashier's check becomes lost, stolen or destroyed, we may replace the cashier's check according to the following procedures, subject to applicable law. If you are the remitter or payee on a cashier's check we issued that has been lost, stolen or destroyed while in your possession, you can make a claim with us and request a replacement cashier's check. We may require you to sign a declaration of loss and indemnification agreement and to wait 90 days from the date of the cashier's check before we issue the replacement. There are some instances where we are legally required to pay a cashier's check that was reported lost, stolen or destroyed even though a claim was made and we issued a replacement cashier's check. If we issue a replacement cashier's check to you, and the original cashier's check is presented for payment under circumstances where we are legally required to pay it, you agree to immediately pay us the amount of the replacement cashier's check.

LCCU'S LIABILITY FOR ERRORS. If LCCU does not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. LCCU will not be liable if; for example: (a) through no fault of the Credit Union, your account does not contain a sufficient available balance to make the transaction; (b) circumstances beyond our control prevent the transaction; (c) your loss is caused by your negligence or the negligence of another financial institution; or (d) the money in your account is subject to a legal process or other claim. LCCU will not be liable for consequential damages except liability for wrongful dishonor. We are not responsible for a check or draft that is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. LCCU's actions will constitute the exercise of ordinary care if such actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearing house rules, and general banking practices followed in the area serviced by the Credit Union. You grant LCCU the right, in making payments of deposited funds, to rely on the form of the account and the terms of this Agreement. Any conflict between oral representations by you or Credit Union employees and any written form will be resolved by reference to this Agreement and the applicable written form.

CHECKS PRESENTED FOR PAYMENT IN PERSON. We may refuse to accept any check or draft drawn on your account that is presented for payment in person if the account does not have sufficient available funds to cover the Item, the Item is presented by someone other than the payee, or the payee presenting the Item does not have documentation that sufficiently identifies them as the payee. Such refusal shall not constitute a wrongful dishonor of the check or draft and we shall have no liability for refusing payment. If we agree to cash a check or draft that is presented for payment in person, we may require the presenter to pay a fee. Any applicable check or draft cashing fees are stated in the Fee Schedule.

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

OTHER TERMS

CREDIT UNION LIEN; RIGHT OF SETOFF AND SECURITY INTEREST.

a. Statutory Lien. When you open an account, you grant LCCU a statutory lien on the shares, deposits and accumulated dividends or interest in your jointly and individually owned accounts to the extent of any amounts owed to LCCU at any time. If you fail to satisfy a financial obligation due and payable to LCCU, we may enforce the statutory lien without further notice to you, except where prohibited by law. Our statutory lien rights will allow us to apply the funds in your account(s) to what you owe when you are in default, except as limited by federal or state law. If we do not apply the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply the funds in your account(s) to the amount you owe us at a later time.

b. Right of Setoff. You agree we have the right to offset funds in any of your accounts against the obligation owed to us. We may, without prior notice, set off all the shares, deposits and accumulated dividends or interest in your jointly and individually owned accounts against any due and payable amount you owe us now or in the future, except where prohibited by law.

c. Security Interest. If you pledge a specific dollar amount in your account for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, you assign, pledge and grant LCCU a security interest in all shares and deposits, and earnings on shares and deposits, which you now have or may have in the future, at LCCU as security for

any indebtedness now owing or arising with LCCU in the future, except where prohibited by law and for indebtedness which is itself secured by your residential real estate

We may exercise or enforce our statutory lien, right of setoff, or security interest against any account at any time, and each shall survive the death of the account holder. We will not, however, exercise or enforce our statutory lien, right of setoff or security interest where prohibited by applicable law (including the Military Lending Act). The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security. By not enforcing our right to apply or offset funds in your account to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

HOLDING FUNDS IN YOUR ACCOUNT. We reserve the right to place a hold on funds in your account and/or to prevent any deposits from being made to your account, for a reasonable period of time, in our discretion, and without prior notice to you, when:

- ❖ we have a right of setoff or may enforce our lien;
- ❖ we comply with a court order or other legal process;
- ❖ we have been notified, or we reasonably believe, there exists a legitimate dispute among any parties who have or claim an interest in your account;
- ❖ we believe or suspect the account is involved in fraud;
- ❖ we in good faith believe we have a claim against you or the funds in your account; or
- ❖ something has occurred or is reasonably expected to occur that may result in our having a claim against you or the funds in your account.

DISPUTES INVOLVING YOUR ACCOUNT. If we have been notified of, or we reasonably believe there exists, a legitimate dispute among any parties who have or claim an interest in your account, we may, at our discretion:

- ❖ continue to rely on the account signature forms and other account documents in our possession;
- ❖ pay the funds to an appropriate court of law or equity for resolution;
- ❖ honor the competing claim upon receipt of evidence we deem satisfactory to justify such claim; and/or
- ❖ close the account and pay the proceeds to all who have or claim an interest in the account or the account owner(s) as indicated in our records.

You, your estate, and your successors-in-interest agree to indemnify and hold LCCU harmless from and against all claims, actions, costs and liabilities arising out of or relating to actions taken in opening and maintaining your account, making distributions upon notice of the death of the last surviving account holder pursuant to the terms of this Agreement and any conflicting designations of the funds in your account by will, revocable living trust or any other instrument.

LIMITATION OF LIABILITY/INDEMNIFICATION. LCCU serves only as a depository for the funds in your account, and we do not owe you a fiduciary duty with respect to your account unless we explicitly agree otherwise in writing. Our responsibility to you and to your account is limited to the exercise of ordinary care as established by the reasonable commercial standards for financial institutions. Except as prohibited to you by law, we will not be liable to you for any claim, loss, cost, or damage caused by events or circumstances beyond our reasonable control, even if they were foreseeable, including extreme weather, natural disasters, fire, floods, pandemics, measures of any governmental authority, civil disorder, labor strikes, and terrorism or threats of terrorism, as well as loss of electrical power, the breakdown or failure of any private or common carrier communication or transmission facilities, or suspensions of payments by another financial institution. In particular, LCCU is not liable to you if such an event or circumstances prevents us from, or delays us in, performing our obligations for a service, including acting on a payment order, crediting a fund transfer to your account, processing a transaction or crediting your account. Our liability to you for any act or failure to act shall not exceed any direct resulting loss, if any, which you incur, and payment of any interest or dividends. In any case, we will not be liable for any special, incidental, exemplary, punitive or consequential losses or damages of any kind, regardless of whether you informed us of the possibility of such damages, unless required by law.

You agree to reimburse LCCU for all claims, costs, losses, and damages we may incur, including reasonable attorneys' fees, in connection with your account, except to the extent caused by our failure to exercise ordinary care, or if prohibited by law. Your liability will be joint and several. We may charge any of your accounts with us for any such losses, liabilities or expenses without prior notice to you. With respect to your act, omission, negligence or fault, and specifically in connection with overdrafts or returned deposits to your account, you agree to reimburse LCCU for all claims, costs, losses and damages, including fees paid for collection, unless prohibited by law. Nothing in this Agreement shall be construed to limit any rights or defenses available to us, or any warranty, indemnity or liability imposed on you, under applicable state or federal laws or regulations or any separate agreements applicable to your accounts.

ASSIGNMENTS, PLEDGES AND TRANSFERS. LCCU will not recognize any assignment, pledge, transfer or grant of your account, or any interest in it to anyone other than LCCU.

LEGAL PROCESS AGAINST YOUR ACCOUNT. We may comply with any legal process we believe is valid and to which we believe we are required to respond and comply. We may, at our discretion, accept legal process by mail, electronic mail, facsimile or any other means at any location where we do business. LCCU is not liable to you for releasing information or remitting funds in compliance with legal process, including subpoenas, attachments, executions, garnishments, levies, restraining orders, injunctions or warrants. We may charge your account a service fee for such compliance, which fee, if charged, will be disclosed in our Fee Schedule. In addition, you agree that LCCU is generally under no obligation to object to or otherwise contest on your behalf any legal process brought against your account. We are not required to send you notice of the legal process. LCCU will not be liable to you for any sums we may be required to hold or pay because of legal process against your account, even if holding or paying funds from your account leaves insufficient funds to pay checks or other items from your account, and we will not send you notice of the legal process unless required by law to do so. Notwithstanding

the foregoing, we acknowledge that funds you have on deposit with us may be exempt from, or be protected against, claims of judgment creditors under federal and/or state law, and we expressly do not require you to waive any of these protections or exemptions, or any claims you may have against us, that apply to these protections and your exemption rights. All funds held in a joint account can be used to satisfy any legal process against you, your account or any joint owner. If LCCU incurs any expenses or attorney fees in responding to legal process, such expenses may be charged against your account without prior notice to you, unless prohibited by law. Any legal process against your account is subject to LCCU's lien, security interest and right of setoff in accordance with applicable law.

PRIVACY AND ACCOUNT INFORMATION. Upon your request, LCCU will inform you of the name and address of each credit reporting agency from which the Credit Union obtains a report in connection with your account. At LCCU, we keep information about our members secure and confidential. Information about your accounts or any transactions between you and LCCU will not be disclosed to third parties except in strict accordance with the law. LCCU will continue to protect your information even if you terminate your membership with us. LCCU will never sell your information to anyone for any reason. The Credit Union agrees not to disclose information to third parties about your account regarding any transaction or balances except as set forth in our Privacy Notice.

NOTICES.

a. Name or Address Changes. It is your responsibility to notify the Credit Union of a change in mailing or physical address, change of email address or change of name. We may require all name and address changes to be provided in writing. LCCU is required to attempt to communicate with you only at the most recent address you have provided to the Credit Union. We may rely on any instructions made by you, or on your behalf, including by any co-owner or agent, to change your contact information or mode of statement delivery without liability.

b. Notice of Amendments. Except as otherwise prohibited by applicable law, the terms of this Agreement are subject to change at any time. The Credit Union will notify you of any changes in account terms, rates, or fees as required by law. Changes in account ownership, such as adding or removing a joint account owner, must be evidenced in writing. The Credit Union reserves the right to waive any term in this Agreement. Any such waiver shall not affect the Credit Union's right to enforce any right in the future.

c. Effect of Notice. Any written notice you give LCCU is effective when it is actually received by the Credit Union. Any written notice LCCU gives to you is effective when it is provided electronically or is deposited in the U.S. mail, postage prepaid, and addressed to you at your statement mailing address, and will be effective whether or not received by you. Notice to any one account owner is considered notice to all owners of the account. LCCU reserves the right to accept oral instructions, and you agree to hold LCCU harmless from any liability arising as a result of such instructions.

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

EMPLOYEE IDENTIFICATION NUMBER (EIN) AND BACKUP WITHHOLDING. You agree that we may withhold taxes from any dividends or interest earned on your account as required by federal, state or local law or regulations. Your failure to furnish a correct Social Security or other Employee Identification Number (EIN) or meet other Internal Revenue Service (IRS) requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the IRS a percentage of dividends, interest, and certain other payments. If you fail to provide your EIN, we may decline to open your account, or we may close your account and return the balance to you, less any applicable service fees.

STATEMENTS.

a. Contents – Paper and Electronic Statements. We make available to you periodic statements showing all deposits, withdrawals, dividends and interest earned, and other information required by applicable law. Unless you have previously elected to receive electronic statements online through LCCU's LatinoConnect Web (at www.latinoccu.org) or through our Mobile Application, a paper statement will be mailed to the address shown in LCCU's records. Prior to enrollment in LatinoConnect Web or Mobile Application and electing electronic statements, you must consent to receiving electronic communications from us.

Paper statements, if you receive them, are mailed approximately every 30 days. If you opt out of receiving paper statements and retrieve your statement electronically via LatinoConnect, you may select the approximate time period each month you wish your statement to be generated, which will still be approximately every 30 days, and is subject to our operating procedures. We also offer large print statements on our share and deposit accounts, which are available upon request.

Accounts, including individually and jointly owned accounts, are combined on one statement. If your statement includes more than one account, any authorized user on any of the accounts included on the statement will not have access to the entire statement. Authorized users shall only have access to online transaction history. Statements made available electronically are presented as maintained in the normal course of recordkeeping.

For share draft or checking accounts, you understand and agree that your original check or draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies of the check or draft may be retained by us or by payable-through financial institutions and may be made available upon your request. You agree that the Credit Union's retention of checks or drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes, and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement, you agree to notify us within 14 days of the time you regularly receive a statement.

If any part of a statement is presented responsive to a court order, subpoena or other legal process, or you ask us to produce a statement, we will present the entire statement as maintained in the normal course of recordkeeping.

b. Reviewing Your Statement. You agree to review your account statements carefully and promptly. If you believe there is an error of any type on your statement, including a missing Item, you must immediately notify us as soon as you notice the error. You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report any irregularities such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies that are reflected on your statement within 33 days of the date we sent or otherwise provided the statement to you, we will not be responsible for your loss. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of facsimile signature equipment.

❖ **Errors:** You agree that we will not be liable for paying or charging any other type of erroneous Item if you have not reported the erroneous Item to us in writing within 60 calendar days of the date of the statement first containing the erroneous Item. Types of other erroneous Items include unauthorized checks (including counterfeit checks, altered checks, and checks with unauthorized or missing signatures and/or endorsements), encoding errors, unauthorized or incorrect fees, unauthorized withdrawals or other debit transactions, missing, diverted or unauthorized deposits, or any other type of error. If you report these types of erroneous Items to us, you agree to cooperate with us in our investigation and prosecution of your claim and with any attempt to recover the funds. We may require you to provide us with an affidavit about the circumstances of your reported erroneous Item(s) and any other reasonable information we may request. You also agree to file reports with the appropriate law enforcement agencies. If you fail to do these things, the statement on which these Items appear will be considered correct, and you will be responsible for the full amount of the Item(s) charged to your account.

c. Mailing Address. You agree to notify us promptly of any change in your contact information. We may rely on any instructions made by you, or on your behalf, including by any co-owner or agent, to change your contact information or mode of statement delivery without liability. We may also rely on our receipt of a notification of an address change from the U.S. Postal Service or its agents. If you receive paper statements, we mail a copy of the paper statement to one address per statement to the last known address shown in our records. If you have requested to receive your statement electronically, we will send the statement or notice of statement availability to the last e-mail address shown in our records. We have no obligation to mail the statements to any other account owner or other address on file. You agree to notify us immediately if you believe you are not receiving your correspondence from LCCU. If a statement is returned undeliverable, or we otherwise receive notice that it is undeliverable, we may stop mailing statements until we receive verification of your mailing address. We may destroy undelivered statements, along with any accompanying Items. However, copies of any undelivered statements and paid Items will still be made available to you upon your request, subject to any applicable fees and our legal obligation to maintain copies of statements and Items. Therefore, if we stop mailing your statements as described in this paragraph, you agree that your statements and Items have been "made available" to you as of the date of the statement for purposes of your responsibility to promptly review your statements and report any erroneous Items to us.

COMMUNICATIONS WITH LCCU. We may accept and act upon instructions from you to open accounts, transfer all or any portion of the balance of your accounts, close your accounts, process a change of account information, or obtain any other deposit services from LCCU. We may accept instructions you give verbally or in writing, whether in person, by telephone, electronic communication or by any other reasonable method. We may accept and act on such instructions that do not contain your signature with the same effect as if such instructions were signed by you. However, we may, in our discretion, require your original signature or any other documentation before accepting and acting upon your instructions.

OPENING ADDITIONAL ACCOUNTS. Some types of LCCU accounts can be opened by referencing a previously signed account signature form. Referencing means that a new account is opened, and a new account signature form is created, referencing the instruction(s) and signature(s) of the owner(s) on an existing account signature form. Members can open an individual account by referencing the member services request form of either an individual or joint account on which the member is an owner. Any joint account owner has sole authority to open a joint account referencing the account signature form of an existing joint account, without the knowledge, consent or joinder of the other joint owners, provided the joint owners on the referenced signature form are identical to the joint owners on the new account. You agree that new accounts can be opened by referencing existing accounts and that a joint owner, acting as agent for the other co-owners of an existing joint account, can independently open another joint account in the name of the same joint owners, and all owners on joint accounts are jointly and severally liable for the debts of the account, regardless of whether the account is opened through referencing. Account owners on all jointly held accounts have rights of survivorship. Certain types of accounts cannot be opened by referencing a previously signed account signature form.

TERMINATION OF ACCOUNT. LCCU may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if, for example: (1) you breach the any terms of this Agreement, (2) your account has a zero balance (other than accounts that can have a \$0 balance); (3) there is a change in owners or authorized users; (4) there has been a forgery or fraud reported or committed involving your account; (5) there is a dispute as to the ownership of the funds in the account; (6) any account checks are lost or stolen; (7) there are excessive returned unpaid Items not covered by our Funds Transfer Service; (8) any owner or authorized user causes us to suffer a loss, or if there has been any misrepresentation or any other abuse of any of your accounts; or (9) we reasonably deem it necessary to prevent a loss to us. We at our sole discretion, with reasonable notice, may close an account for any other reason not prohibited by applicable law. You may terminate an individual account by giving written notice. We reserve the right to require the consent of all owners to terminate a joint account. Your account removal or termination will not affect your responsibility for any loan obligations or prior transactions. You will remain liable for checks and other transactions in process and for the payment of any accrued fees if we close your account. If we receive a deposit for credit to your account after it has been closed, we may, at our sole discretion, return the deposit, reopen your account and accept the deposit or redirect the deposit into another account owned by you. This Agreement will continue to govern matters related to your account after it is closed.

INACTIVE AND ABANDONED ACCOUNTS. As allowed by applicable law, we may consider your account inactive if no transactions (including fees and dividend/interest payments) are made in a given month; provided, that the period of inactivity, the fee for servicing an inactive or dormant account, and the minimum balance required to avoid the service fee, if any, are set forth in our Fee Schedule which may change from time to time. Inactive accounts may not produce, or be included on, a statement. We may also close your account (other than a Cash account or Holiday Savings account) if your account has a zero balance. If there have been no transactions on your account, or owner-initiated activity with respect to your account, within the period specified by applicable state law, the account will be presumed to be abandoned. LCCU reports and remits funds from abandoned accounts to the state in a process known as escheat. Once funds have been turned over to the state, we have no further liability to you for such funds. If you choose to reclaim these funds, you must contact the appropriate state department or agency that handles abandoned property within the time period established by state law.

MEMBER IN GOOD STANDING. The Account services described herein are available to those members in good standing with LCCU. We reserve the right to suspend services to a member who is not in good standing, which includes members that have:

- ❖ A delinquent loan.
- ❖ A savings balance below the minimum balance required to open.
- ❖ An unresolved deposited returned check.
- ❖ Any unpaid and uncollected Credit Union fees.
- ❖ A negative balance on an account.
- ❖ Caused a financial loss to LCCU.

TERMINATION OF MEMBERSHIP; LIMITATION OF SERVICES. You may terminate your membership at LCCU after giving written notice of your intent to withdraw or by withdrawing your minimum required membership share, if any, and closing all of your accounts. You may be expelled from membership for any reason allowed by applicable law, and we may restrict account access and services without notice to you when your account is being misused or if there has been any misrepresentation or any other abuse on any of your other accounts or if you fail to comply with the LCCU policies, procedures, or bylaws, conduct yourself in a threatening or abusive manner to Credit Union personnel, or willfully damage LCCU property. You may be denied service or expelled from membership for any reason allowed by applicable law, including causing a loss to the Credit Union or violating any terms of membership. If you are expelled, you may not be a joint account owner on another account. Expulsion or withdrawal from LCCU shall not operate to relieve a member of any liability to LCCU. All amounts paid on shares, deposits or other accounts held by expelled or withdrawing members, prior to their expulsion or withdrawal, shall be paid in the order of their expulsion or withdrawal, but only as funds become available and only after deducting any amount due from such member to LCCU.

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

SPECIAL ACCOUNT INSTRUCTIONS. You may request that we facilitate certain account arrangements. However, we do not give legal advice and we cannot counsel you as to which account arrangement most appropriately meets your specific requirements. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. Account changes requested by you, or any account owner, such as adding or closing an account or service, must be evidenced by the appropriate form(s) specifically designated by the Credit Union.

SEVERABILITY. In the event that any paragraph of this Agreement or any portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of this Agreement shall not be invalid or unenforceable and will continue in full force and effect.

ENFORCEMENT. You agree to be liable to LCCU for any liability, loss, or expense as provided in this Agreement that we incur as a result of any dispute involving your accounts or services. You authorize LCCU to deduct any such liability, loss, or expense from your account without providing prior notice to you. In the event either party brings legal action to enforce the Agreement or collect any overdrawn funds on accounts assessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

REPORTING NEGATIVE INFORMATION TO REPORTING AGENCIES. We may report information about your loan, share or deposit accounts to credit bureaus or other reporting agencies. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

SAFETY. The National Credit Union Share Insurance Fund (NCUSIF) of the National Credit Union Administration (NCUA) insures member deposits up to \$250,000 (and potentially more, through different account ownerships). This insurance coverage is automatic and is provided at no additional member cost. Insurance coverage by the NCUA is provided on all types of share and deposit accounts currently offered by LCCU. For more information about NCUA share insurance coverage, please contact your local branch or see our NCUA Share Insurance information available on our website at: <https://latinoccu.org/your-deposits-are-safe-with-lccu/>

ARBITRATION

YOU HAVE THE RIGHT TO OPT OUT OF (NOT BE BOUND BY) THIS ARBITRATION PROVISION AS DESCRIBED IN THE "OPT-OUT" SUBSECTION BELOW. If you do not opt out and a Claim, as defined in the "Disputes Subject to Arbitration" subsection below is arbitrated, neither you nor we will have the right to: (1) have a court or a jury decide the Claim; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a

class action, private attorney general action or other representative action in court or in arbitration; or (4) unless all parties otherwise agree in writing, join or consolidate a Claim with claims of any other person or entity.

GENERAL. This Arbitration Provision describes when and how a Claim (as defined in the “Disputes Subject to Arbitration” subsection below) may be arbitrated. Arbitration is a method of resolving disputes in front of one or more neutral persons (the “arbitrator”) instead of having a trial in court in front of a judge and/or jury. It can be a quicker and simpler way to resolve disputes. Arbitration proceedings are private and less formal than court trials. Each party to the dispute has an opportunity to present some evidence to the arbitrator. The arbitrator will issue a final and binding decision resolving the dispute (the “award”), which may be enforced as a court judgment. A court rarely overturns an arbitrator’s decision.

GOVERNING LAW. This Arbitration Provision is entered into pursuant to, and governed by, the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the “FAA”).

SPECIAL DEFINITIONS. Solely for purposes of this Arbitration Provision, “we,” “us,” and “our” mean (1) Latino Community Credit Union, each of its subsidiaries, affiliates, successors and assigns, and any of their employees, officers, directors and agents; (2) any servicer of your account; and (3) any other third party that you name along with us as defendants in a single proceeding.

OPT-OUT PROCESS. If you do not want this Arbitration Provision to apply, you may reject it within 30 days of first being sent or offered any copy of our Membership Agreement with this arbitration provision in it by mailing us a written opt-out notice which specifies your name and address, identifies the applicable account(s) number(s), and includes a signed statement that you opt out of the Arbitration Provision. The opt-out notice must be signed by you and sent to us by mail (not electronically) at Credit Union, Attn: ARBITRATION, P.O. Box 12139, Durham, NC 27709. You should retain a copy of your opt-out notice and evidence of mailing.

Any opt-out notice is effective only if it complies with the preceding requirements and is postmarked within thirty (30) days after the date you opened your account.

This is the only way you can opt out of the Arbitration Provision. Your decision to opt out will not have any other effect on this Agreement or your account with us. If you don’t reject this Arbitration Provision, it will be effective as of the date you first opened your account and this agreement to arbitrate will apply without limitation, regardless of whether (1) your account is closed; (2) you pay us in full any outstanding debt you owe; or (3) you file for bankruptcy. If an account is jointly owned, one owner’s rejection of this Arbitration Provision will be deemed to be a rejection by all joint owners. In all other circumstances, your rejection of this Arbitration Provision will not be deemed to be a rejection of this Arbitration Provision by any person or entity other than you. If you have more than one account with us and wish to opt out of the Arbitration Provision for multiple accounts, and are still within the 30-day time period for opting out of the Arbitration Provision for said accounts, please include in your written opt out notice each account for which you wish to opt out of the Arbitration Provision. In all other circumstances, your decision to opt out of the Arbitration Provision applies only to the applicable account and not to any other accounts you have with us. Moreover, we offer a number of different products and services to our customers. If you opt out of arbitration for one or more accounts governed by this Agreement, this opt-out will not affect any other arbitration provision that may exist between you and us, now or in the future, in connection with other products or services you obtain from us. Any such arbitration provision will remain in force unless you separately opt out of it in accordance with its terms. For example, if you also have a credit card account with us, opting out of this Arbitration Provision will not constitute an opt out of any arbitration provision that may apply to the credit card account.

DISPUTES SUBJECT TO ARBITRATION. You or we may elect to have “Claims” arbitrated rather than resolved in court. The term “Claim” means any past, present or future claim, dispute or controversy between you and us that in any way arises from or relates to this Agreement or your account. “Claim” has the broadest reasonable meaning and includes, without limitation: (1) initial claims, counterclaims, cross-claims and third-party claims; (2) disputes based upon contract, negligence, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity; (3) data breach or privacy claims arising from or relating directly or indirectly to our disclosure of any non-public personal information about you; (4) disputes concerning your application or other information you gave us before opening your account; (5) any account(s) you previously had with us; (6) disputes arising from or related to debit cards or any other cards, products or services provided by or purchased or obtained from us in connection with your account; (7) disputes arising from or related to any transactions in connection with your account; (8) disputes arising from or related to any advice, recommendations, solicitations, communications, disclosures, promotions or advertisements concerning your account; (9) claims brought in a direct, derivative, assignee, survivor, successor, beneficiary or personal capacity; (10) disputes concerning any fees or charges relating to your account or this Agreement (for example, Funds Transfer Service fees, non-sufficient funds charges, and safe deposit box rental fees), any products or services relating to your account (for example, automated teller machines and our online or telephone banking services), and communication methods and practices we may use to service your account; and (11) disputes arising from or related to the relationship(s) between you and us resulting from any of the foregoing. Claims are subject to arbitration even if they arise out of or relate to actions, omissions, transactions, facts, or conduct that occurred prior to the date of this Agreement. However, this Arbitration Provision will not apply to any Claim that was already pending in court before this Arbitration Provision took effect.

DISPUTES NOT SUBJECT TO ARBITRATION. Notwithstanding the foregoing, the following disputes are not required to be arbitrated: (1) disputes that are within the jurisdiction of a small claims court (or an equivalent court). You or we may bring an action in small claims court or, if an arbitration demand has been made, instruct the arbitration administrator to close the case because the dispute should be decided by a small claims court. However, if the dispute is transferred, removed, or appealed from small claims court to a different court, you or we may elect to compel arbitration. Moreover, if you or we bring a counterclaim or cross-claim that is for more than the small claims court’s jurisdiction, the entire dispute must, if you or we choose, be resolved by arbitration; and (2) disputes about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, the Class Action Waiver), which are for a court and not an arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of this Agreement as a whole is for the arbitrator, not a court, to decide.

In addition, this Arbitration Provision does not prohibit you or us, at any time, from (1) exercising any lawful rights to preserve or obtain possession of property or self-help remedies, including but not limited to, the right to set-off or exercise a statutory lien or other lien granted by law or rule, the right to restrain funds in an account, recoupment, repossession, replevin or trustee's sales; (2) obtaining provisional or ancillary remedies or injunctive relief (other than a stay of arbitration), including but not limited to attachment, garnishment, interpleader or the appointment of a receiver by a court of appropriate jurisdiction; or (3) bringing an individual action in court that is limited to preventing the other party from using a self-help or non-judicial remedy and that does not involve a request for damages or monetary relief of any kind.

STARTING OR ELECTING ARBITRATION. You or we may start an arbitration by filing a demand with the arbitration administrator pursuant to the administrator's rules. You or we may also require arbitration of a Claim filed in court by filing a motion with the court to compel arbitration of the Claim. Even if you and we have chosen to litigate a Claim in court, either party may elect arbitration of a new Claim or of a Claim made by a new party in that or any related or unrelated lawsuit.

CHOOSING THE ADMINISTRATOR. The party who commences the arbitration may select either of the following arbitration organizations to administer the arbitration under their rules that apply to disputes: the American Arbitration Association ("AAA"), 120 Broadway, Floor 21, New York, NY 10271 (1-800-778-7879), www.adr.org; or JAMS, 1920 Main St. at Gillette Ave., Suite 300, Irvine, CA 92614 (1-800-352-5267), www.jamsadr.com. You can obtain a copy of the administrators' rules by visiting their websites or calling them. The parties may also mutually agree to select an arbitrator who is an attorney, retired judge or arbitrator registered and in good standing with a bona fide arbitration association and arbitrate pursuant to the arbitrator's rules. If AAA and JAMS cannot or will not serve, and the parties are unable to select an arbitrator by mutual consent, a court with jurisdiction will select the administrator or arbitrator, who must agree to abide by all of the terms of this Arbitration Provision (including, without limitation, the Class Action Waiver). Any arbitrator must be a practicing attorney with ten or more years of experience practicing law or a retired judge. If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration with the court, which is granted, it will be the responsibility of the party prosecuting the Claim(s) to select an arbitration administrator in accordance with this paragraph and commence the arbitration proceeding in accordance with the administrator's rules and procedures.

JURY TRIAL WAIVER. IF YOU OR WE ELECT TO ARBITRATE A CLAIM, YOU AND WE WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM.

CLASS ACTION WAIVER. ANY ARBITRATION MUST BE ON AN INDIVIDUAL BASIS ONLY. THIS MEANS THAT IF YOU OR WE ELECT TO ARBITRATE A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO: (1) PARTICIPATE IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR OTHERWISE; OR (2) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION. ALSO, ABSENT THE WRITTEN CONSENT OF ALL PARTIES, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO JOIN OR CONSOLIDATE A CLAIM WITH CLAIMS OF ANY OTHER PERSON OR ENTITY and no member or account holder may maintain or pursue against the Credit Union a class action, class-wide arbitration, or private attorney general action. Nor shall any class action, class-wide arbitration, or private attorney general action be pursued by a member against the Credit Union in any arbitration or in any court proceeding, regardless of when the claim or cause of action arose or accrued, or when the allegations or facts underlying the claim or cause of action occurred. An arbitration award shall determine the rights and obligations of the named parties only, and only with respect to the Claim(s) in arbitration. No arbitration administrator or arbitrator shall have the power or authority to waive or modify this section, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable.

LOCATION AND COSTS OF ARBITRATION. Any arbitration hearing that you attend in person must take place at a location reasonably convenient to the parties or as otherwise agreed to by the parties or ordered by the arbitrator. Each administrator charges filing and administrative fees and the arbitrator also charges fees. The parties shall pay said fees in accordance with the administrator's rules. However, if you tell us in writing that you cannot afford to pay the fees charged by the arbitration organization and that you were unable to obtain a waiver of fees from the administrator, and if your request is reasonable and in good faith, we will pay or reimburse you for all or part of the fees charged to you by the arbitration organization and/or arbitrator. The parties shall also bear the fees and expenses of their own attorneys, experts and witnesses unless otherwise required by applicable law, this Agreement or the administrator's rules. If we prevail in an individual arbitration that either you or we commenced, we will not seek to recover our attorney, expert or witness fees or our arbitration fees from you. Notwithstanding the foregoing, if the arbitrator determines that any party's claim or defense is frivolous or wrongfully intended to oppress or harass the other party, the arbitrator may award sanctions in the form of fees and expenses reasonably incurred by the other party if such sanctions could be imposed under Rule 11 of the Federal Rules of Civil Procedure.

LAW APPLIED BY THE ARBITRATOR. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator is authorized to award all remedies permitted by the substantive law that would apply in an individual court action, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual Claim). Any finding, award or judgment from an arbitration of any Claim shall apply only to that arbitration. No finding, award or judgment from any other arbitration shall impact the arbitration of any Claim.

RIGHT TO DISCOVERY. In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the administrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under the arbitration rules of the administrator. The arbitrator shall have discretion to grant or deny that request.

ARBITRATION AWARD AND RIGHT OF APPEAL. At the timely request of either party, the arbitrator shall provide a written explanation for the award. However, if the amount in controversy exceeds \$50,000, you or we can, within 15 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Provision to “the arbitrator” shall mean the panel if an appeal of the arbitrator’s decision has been taken. The costs of such an appeal will be borne in accordance with the paragraph above titled “Location and Costs of Arbitration.” The original award or any subsequent award on the appeal described above shall be final and binding, subject to any further appeal rights under the FAA, and may be entered as a judgment by any court having jurisdiction.

RULES OF INTERPRETATION. This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns, and us and our respective successors and assigns. This Arbitration Provision shall survive (1) the repayment of amounts owed under this Agreement; (2) any legal proceeding; (3) any sale, assignment or transfer of your account; (4) any bankruptcy to the extent consistent with applicable bankruptcy law; (5) any default, breach or repossession; (6) any termination, cancellation, closure, suspension or non-renewal of this Agreement, your account or credit privileges; and (7) any termination, amendment, expiration or performance of any transaction between you and us. In the event of a conflict or inconsistency between this Arbitration Provision, on the one hand, and the applicable arbitration rules or the other terms of this Agreement, on the other hand, this Arbitration Provision shall govern. Any changes to this Arbitration Provision will apply only prospectively unless we give you a right to opt out of the change or the entire Arbitration Provision.

SEVERABILITY. If any portion of this Arbitration Provision is held to be invalid or unenforceable, the remaining portions shall nevertheless remain in force, subject to two exceptions: (1) if a determination is made that the Class Action Waiver is unenforceable, and that determination is not reversed on appeal, then the Arbitration Provision (except for this sentence) shall be void in its entirety; and (2) if a court determines that a public injunctive relief Claim may proceed notwithstanding the Class Action Waiver, and that determination is not reversed on appeal, then the public injunctive relief Claim will be decided by a court, any individual Claims will be arbitrated, and the parties will ask the court to stay the public injunctive relief Claim until the other Claims have been finally concluded.

NOTICE AND CURE. Prior to initiating a lawsuit or an arbitration proceeding under this Arbitration Provision, you or we, as applicable, shall give the other party written notice of the Claim (a “Claim Notice”) and a reasonable opportunity, not less than 30 days, to resolve the Claim. Any Claim Notice to you shall be sent in writing by mail to the address you provided in connection with your account (or any updated address you subsequently provide). Any Claim Notice to us shall be sent by mail to Credit Union, Attn: CLAIM NOTICE, P.O. Box 28327, Raleigh, NC 27611 (or any updated address we subsequently provide). Any Claim Notice you send must include your name, address, and information sufficient to identify your account and explain the nature of the Claim and the relief demanded. You may only submit a Claim Notice on your own behalf and not on behalf of any other party. The party giving a Claim Notice must reasonably cooperate in providing any information about the Claim that the other party reasonably requests.

ACCOUNT DISCLOSURES

This section discusses the terms and features of your share and deposit accounts, including dividend and interest rates, fees, account limitations, and other account terms. Except as specifically described below, the following disclosures apply to all LCCU share and deposit accounts.

RATE INFORMATION. Most share and checking accounts pay variable-rate dividends that are compounded daily. Share term certificates earn a simple, fixed-rate interest. Neither dividends nor interest are earned on Cash accounts. The Annual Percentage Rate (“APY”) is a percentage rate that reflects the total amount of dividends or interest to be paid on an account based on the rate and frequency of compounding for an annual period. **Wherever used, “APY” means “Annual Percentage Yield.”**

Interest rates for new STCs, and dividend rates for other accounts, are set by our Board of Directors at its discretion and are subject to change daily without advance notice. These rates, along with corresponding APYs, are disclosed in our Rate Information Sheet available at any branch office. In addition, you may verify current rates and APYs on our website, www.latinoccu.org, or by calling 919-595-1800.

DIVIDEND PERIOD. The Dividend Period begins on the first calendar day of the period and ends on the last calendar day of the period.

ACCRUAL OF DIVIDENDS. For dividend-paying accounts, dividends begin to accrue on cash and non-cash deposits (e.g., checks) on the business day you make the deposit to your account, regardless of whether a temporary hold is placed on the funds. If you close your account before accrued dividends are credited, any accrued dividends will be paid.

ACCRUAL, COMPOUNDING AND CREDITING OF DIVIDENDS. Dividends for share accounts and checking accounts accrue and are compounded daily. Dividends on money market share accounts accrue and are compounded only on days when your balance meets or exceeds the minimum balance requirement for that account type. Dividends are credited monthly on the same day the monthly statement is generated (the statement date).

NATURE OF DIVIDENDS. Dividends are returns earned on equity investment (shares) and are paid from current income and available earnings after required transfers to reserves at the end of the dividend period. Accounts that pay dividends are variable rate accounts, which means the dividend rate and APY may change.

OPENING DEPOSIT AND BALANCE REQUIREMENTS. The par value of each share is \$5. The minimum deposit to open a share account is 2 shares (\$10). The minimum deposit to open a money market share account is \$500. Some accounts may have additional minimum opening deposit requirements.

The minimum balance requirements necessary to earn dividends and avoid Monthly Maintenance fees are stated in the Rate Information Sheet and Fee Schedule.

BALANCE COMPUTATION METHOD. Dividends are calculated using the daily balance method, which applies a daily periodic rate to the principal in the account each day.

TRANSACTION LIMITATIONS. LCCU reserves the right to require a member intending to make a withdrawal from any account (except checking and Cash accounts and HSAs) to give written notice of such intent of no less than seven (7) days and up to sixty (60) days, as required by law.

FEES. You are responsible for paying any fees associated with your account. These fees, which are deducted from your account, can cause the account to have insufficient funds to pay other items. Fees are subject to change at our discretion and in accordance with applicable laws. For a full list of fees that may affect your account, see our Fee Schedule.

Fees for overdrawing your account may be imposed on each item that is drawn on an insufficient available account balance. The entire balance in your account may not be available for withdrawal, transfer or paying a check, draft or item. You may consult the Funds Availability Policy Disclosure for information regarding the availability of funds in your account. Fees for overdrawing your account may be imposed for each overdraft, regardless of whether we pay or return the draft, item or transaction. Please refer to the Fee Schedule for current fee information.

SHARE TERM CERTIFICATE (STC) ACCOUNTS. STCs earn interest, not dividends. Interest begins to accrue on the business day you deposit cash or non-cash items to your account, either when opening the account or during the grace period. Interest is not compounded on STCs; it accrues as simple daily interest. Interest is typically paid monthly by automatic transfer from the STC into an account of your choice at LCCU; however, if the term is 6 or 12 months, you may request instead that interest be paid when the STC matures. Interest that is transferred to another account will earn dividends at the current rate being paid for that type of account.

a. Fixed Rate Interest. STCs are fixed rate accounts, which means the interest rate will not change during the term of an STC. If an STC is automatically renewed, the new rate will be based on the rate for that term on the date of renewal. The current interest rate and annual percentage yield ("APY") on STC accounts is set forth in the Rate Information Sheet. Subsequent deposits or partial withdrawals are not allowed during the term of the STC.

b. Interest Period. For each account the interest period is the account's term. The interest period begins on the first day of the term and ends on the maturity date. Terms available for selection are set forth in the Fee Schedule and Rate Information Sheet.

c. Interest Compounding and Crediting. The compounding and crediting frequency of dividends are stated in the Rate Information Sheet. For 6- and 12-month STCs, you may choose to have the earned interest paid to the STC or to another account at LCCU. Interest earned for all other STCs must be paid to another account at LCCU. Interest cannot remain on the account and payout of interest is mandatory.

d. Opening Deposit; Balance Information. The minimum deposit required to open an STC account and earn the stated APY is set forth in the Fee Schedule and Rate Information Sheet.

e. Account Limitations/Early Withdrawal Penalties. If funds are withdrawn from your STC before the maturity date, an early withdrawal penalty may be charged. The early withdrawal penalty for accounts with maturities of less than two years is 90 days' interest on the principal amount or the actual interest earned, whichever is less. The early withdrawal penalty for accounts with maturities of two years or greater will be the lesser of 180 days' interest on the principal amount or the actual interest earned, whichever is less.

f. Maturity. Your account will mature as stated on the Share Term Certificate disclosure.

g. Renewal Policy. You may choose whether you would like your STC to renew at maturity or to transfer the funds to another account. If you choose renewal, the STC will automatically renew into a new STC for the same term at the then-offered interest rate for that term unless you specifically request in writing that the balance be transferred into another LCCU account at maturity. This request must be made prior to maturity. Approximately 14 days prior to maturity or renewal, LCCU will send you a notice indicating whether the STC will mature or automatically renew. If the STC matures, the STC funds will be paid into the account at LCCU you selected.

h. Exception to Early Withdrawal Penalties. An STC may be cancelled without penalty during the grace period, which is the seven calendar-day period following an automatic renewal. If you choose to cancel the STC during the grace period, the STC will earn interest for the days from the renewal until the cancellation at the share account rate. You can make one partial deposit to or withdrawal from an STC during the seven-day grace period without penalty.

FUNDS AVAILABILITY POLICY DISCLOSURE

EXCEPT FOR CHECKS DRAWN ON FOREIGN BANKS IN FOREIGN COUNTRIES, THIS DISCLOSURE DESCRIBES YOUR ABILITY TO WITHDRAW FUNDS AT LCCU. YOU SHOULD ALSO REFER TO THE SECTION OF THESE AGREEMENTS AND DISCLOSURES THAT DESCRIBES THE DETAILS OF YOUR SPECIFIC ACCOUNT TYPE FOR ADDITIONAL INFORMATION.

GENERAL POLICY. Our general policy is to make funds from your cash and in-person check deposits available to you on the same business day we receive your deposit. Funds from checks deposited to a LCCU ATM Network are generally made available to you on the first business day after the day of your deposit. Funds from electronic direct deposits are made available on the effective date or the day we receive the deposit, whichever is later. (However, see Early Direct Deposit under the ACH Transactions section). Once funds are available, you can withdraw the funds in cash and we will use the funds to pay any debits to your account.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and days we are closed for holidays. If you make a deposit on a business day we are open at one of our branches or at a LCCU ATM Network before 5:30 p.m., we will consider that day to be the day of your deposit. However, if you make a deposit at one of our branches or at a LCCU ATM Network after 5:30 p.m., or on a day we are not open, we will consider the deposit made on the next business day we are open. For example, if you deposit funds at a LCCU ATM Network on a Saturday, and we are closed the following Monday for a holiday, we will consider the deposit made on Tuesday.

RESERVATION OF RIGHT TO HOLD. In some cases, we will not make all of the funds that you deposit by check available to you on the same or next business day of a deposit. Depending on the check you deposit, funds may not be available until the seventh business day after the day of your deposit. The first \$275 of your in-person deposits, however, will be available on the same business day we receive your deposit, and the first \$275 of your deposits at a LCCU ATM Network will be available on the second business day.

Generally, if we are not going to make all the funds from your deposit available on the same business day of your deposit (or the first business day after the day of your deposit for checks deposited to a LCCU ATM Network), 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 end of the next business 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.

LONGER DELAYS MAY APPLY. In addition, funds you deposited by check may be delayed for a longer period under the following circumstances:

- ❖ We believe a check you deposit will not be paid.
- ❖ The check you deposited, or other checks you have previously deposited, has been returned unpaid.
- ❖ You make a large deposit (however, up to \$6,725 will be available on the same or next business day).
- ❖ You make a deposit to a new transaction account.
- ❖ You have overdrawn one of your accounts repeatedly with us in the last six (6) months.
- ❖ There is an emergency, such as a weather emergency, power outage, or 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. With respect to deposits made to checking accounts and cash accounts, funds from the deposit will generally be available no later than the seventh business day after the day of your deposit.

SPECIAL RULES - HOLDS ON OTHER FUNDS.

a. Check Cashing. If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that is already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. For example, if LCCU cashes a \$500 check for you, \$500 of funds already in your account may not be available until up to the seventh business day after the day LCCU cashed the check.

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

Our Funds Availability policy, as explained above, reflects regulatory requirements under federal Regulation CC ("Reg CC") and applies primarily to in-person and ATM deposits made to certain types of accounts. Hold times and funds availability regarding deposits made to share accounts (including money market share accounts), and all deposits made through Mobile Check Deposit (see the paragraph on Mobile Check Deposits under the Accounts/Deposit Requirements section) are not governed by Reg CC. Therefore, we may place longer holds on funds from these deposits if we believe there is risk the check may not be paid and/or there may not be sufficient available funds in your account to cover the check should nonpayment occur. If we place a hold on your deposited check, we will provide you with notice of the hold at the time of deposit (if the deposit takes place in person at our branch), or we will mail you notice as soon as practicable.

DEPOSITS AT NON-PROPRIETARY ATMS. LCCU will only accept deposits at LCCU ATMs and at certain affiliated ATM Networks. You understand that affiliated ATM Networks are not under our control and may not always be available or operational. You may need to visit a branch location or a LCCU ATM if your deposit is not able to be made through the affiliated ATM Networks.

FOREIGN CHECKS. Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed.

ELECTRONIC DEPOSITS AND OTHER CREDITS.

a. Direct Deposits. Funds from electronic direct deposits are available on the effective date or the day we receive the deposit, whichever is later. (However, see Early Direct Deposit under the ACH Transactions section.) Once they are available, you can withdraw the funds in cash, and we will use the funds to pay any debits to your account.

b. Merchant Credits. When you initiate a return of a debit card point-of-sale transaction, the merchant must transmit a credit settlement transaction to the Credit Union. The Credit Union will post the credit to your account only after receipt and processing of the applicable settlement file from the merchant or its processor.

Until such credit settlement transaction is received and posted, the funds will not be available for withdrawal or other use. However, pending credits do not constitute posted transactions or available funds. The Credit Union is not responsible for delays in the merchant's submission of the credit settlement transaction.

SUBSTITUTE CHECK POLICY DISCLOSURE

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

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

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

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

If you use this procedure, you may receive up to \$2,500 of your refund (plus dividends, if your account earns dividends) within 10 business days after we receive your claim and the remainder of your refund (plus dividends, if your account earns dividends) not later than 45 calendar days after we receive your claim.

We may reverse the refund (including any dividends on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

HOW TO MAKE A CLAIM FOR A REFUND. If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact your local branch or call 919-595-1800 or sign onto the LatinoConnect Web or Mobile Application and send a secure message or use the chat to request a refund. You must contact us within 60 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the date of the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include a description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect), an estimate of the amount of your loss, an explanation of why the substitute check you received is insufficient to confirm that you suffered a loss, and a copy of the substitute check and the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check and the amount of the check.

ELECTRONIC FUND TRANSFER AGREEMENT

THE FOLLOWING SECTIONS SUMMARIZE YOUR RIGHTS, LIABILITIES AND OBLIGATIONS FOR ELECTRONIC FUND TRANSFERS. AN ELECTRONIC FUND TRANSFER IS A TRANSFER OF FUNDS THAT IS INITIATED ELECTRONICALLY, SUCH AS BY AN LCCU DEBIT CARD, THROUGH AN ELECTRONIC DEVICE (SUCH AS A TELEPHONE OR COMPUTER) OR CONVERTED FROM A PAPER ITEM FOR THE PURPOSE OF AUTHORIZING US TO DEBIT OR CREDIT YOUR ACCOUNT. BY USING YOUR CARD OR MAKING ANY OTHER TYPE OF ELECTRONIC FUND TRANSFER, YOU AGREE TO THE TERMS OF THIS AGREEMENT.

TRANSFER TYPES AND LIMITATIONS. You may use your card, code and PIN to:

- ❖ Withdraw cash from your accounts
- ❖ Make deposits to your accounts
- ❖ Transfer funds between your accounts whenever you request
- ❖ Pay for purchases at places that have agreed to accept the card, code or PIN

- ❖ Pay bills directly from your checking account in the amounts and on the days you request

Some of these services are not available with all types of accounts or cards and may not be available at all terminals. You understand that Your card and any PIN(s) are issued by us and are not transferable. The use of Your card, PIN and/or any other account access device is subject to the following terms. You agree: (a) to abide by Our rules and regulations as set forth in this Agreement, and as amended, related to the use of Your card, PIN and/or any other account access device; (b) that We may follow all instructions given to us; (c) not to use Your card for illegal transactions including, but not limited to, advances made for the purpose of gambling and/or wagering where such practices are in violation of applicable state and/or federal law; and (d) that each withdrawal by You or by any authorized user of Your card or PIN may be charged to Your savings or checking account, as appropriate, and will be treated as though it were a share withdrawal except that: (1) We may charge withdrawals to Your checking account in any order We determine; and (2) We cannot honor stop payment requests on ATM and POS withdrawals. We may, but are under no obligation to do so, process an Electronic Fund Transfer that exceeds the balance in Your savings and/or checking account. In the event that any such transfer occurs, You agree to immediately pay Us the overdrawn amount and to the extent permitted by law, any associated fees and charge.

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to:

- ❖ Pay for purchases
- ❖ Pay bills

If you enroll in our Online Services, you can use our BillPay service to make payments from your checking account at no cost.

For security reasons, there are limits on the dollar amount of transactions you can make using our services as set forth in our Fee Schedule. For your protection, we set daily limits on how much you can spend or withdraw using your debit card. These limits apply to purchases, ATM withdrawals, and other debit card transactions. A daily limit is the total amount (and sometimes number of transactions) you can make in one day. The exact limit may be different for each customer and may depend on things like your account type and account history. We do not list specific dollar limits in this disclosure. You can also contact us at any time to learn your current limits. If you try to make a transaction that would exceed your daily limit, it may be declined.

STOPPING PAYMENT ON PRE-AUTHORIZED TRANSACTIONS. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Call us at 919-595-1800, sign on to LatinoConnect Web at www.latinoccu.org, or write to us at LCCU, PO Box 12139, Durham, NC 27709. If you call, we may also require you to put your request in writing. We may charge you a fee for each stop payment order you give. If we charge such a fee, it will be disclosed in our Fee Schedule.

OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS. We will not be liable, for instance:

- ❖ If, through no fault of ours, you do not have enough money in your account, including any amounts available from funds transfer sources, to cover the transaction.
- ❖ If the ATM where you are making the transfer does not have enough cash
- ❖ If the terminal or system was not working properly and you knew about the breakdown when you started the transfer
- ❖ If circumstances beyond our control (such as a power outage, fire or flood) prevent the transfer, despite reasonable precautions that we have taken
- ❖ if the funds are subject to legal process

There may be other exceptions provided by applicable law or stated in our agreements with you governing your accounts.

ATM FEES. We may charge you fees to use ATMs to make balance inquiries, fund transfers and withdrawals. These fees are disclosed in our Fee Schedule. Please review it carefully. Fees are subject to change at our discretion and in accordance with applicable law. In addition to any fees we charge, when you use an ATM that is not a LCCU ATM or within the affiliated ATM Networks, you may be charged a fee by the ATM operator for completed and denied transactions and for balance inquiries (even if you do not complete a fund transfer).

LIABILITY FOR UNAUTHORIZED TRANSFERS. Tell us AT ONCE if you believe your card, code or personal identification number (PIN) has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus any funds available for funds transfer).

Also, if your statement shows transfers that you did not make, including those made by card, code, PIN or other means, tell us at once

If you believe your card, code or PIN has been lost or stolen, call us immediately at 919-595-1800, or write to LCCU, PO Box 12139, Durham, NC 27709. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission. For the purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

DOCUMENTATION. You can get a receipt at the time you make any transfer to or from your account using one of our ATMs or in our branches. You can find out whether or not a deposit has been made by viewing your account online by accessing LatinoConnect Web through our website or our Mobile Application, or by calling us at 919-595-1800. We will send or otherwise make available to you a monthly account statement unless we consider your account inactive. Your account is inactive if no transactions (including fees and dividend/interest payments) are made in a given month. Inactive accounts will not produce a statement.

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

- ❖ Where it is necessary for completing transfers and other transactions
- ❖ In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant

- ❖ In response to a legal process which we believe requires our compliance
- ❖ If you give us your written permission
- ❖ To other third parties as described in our Consumer Privacy Notice or as otherwise permitted by applicable law

ERROR RESOLUTION. In case of errors or questions about your electronic fund transfers, telephone us at 919-595-1800 or write us at LCCU, PO Box 12139, Durham, NC 27709 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt.

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

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

DELAYED FUNDS AVAILABILITY NOTICE. Subject to Our Funds Availability Policy related to delayed funds, deposits made at the Credit Union locations may not be posted to Your Account until they are received and verified by Us. We are not responsible for delays in deposit posting due to improper identification on the deposit envelope. See Our Funds Availability Policy Disclosure for Our policy regarding the availability of Your deposits.

OWNERSHIP OF ACCESS DEVICES. Your Card and/or any other Account access device will remain Our property and any such Card or other Account access device We may issue may be cancelled or its use restricted by Us at any time without notice, except as may be required by applicable law. You agree to surrender any such Card and/or access device and to discontinue its use immediately upon Our request. You will be required to return any Account access device(s) to Us immediately upon the closing of Your Account.

SECURITY PROCEDURES. The Credit Union may establish, from time to time, security procedures to verify the authenticity of a payment order. You understand and agree that the Credit Union in its sole discretion may amend the security procedure(s). You will be notified at the time the payment order is requested of a potential call back, if any, to be used to verify payment orders issued by you or for which your account will be liable. You agree that the authenticity of payment orders may be verified using the security procedure(s) established by the Credit Union unless you notify the Credit Union in writing that you do not agree to the specified security procedure(s). In that event, the Credit Union will have no obligation to accept any payment order from you on the account until you and the Credit Union agree, in writing, on an alternate security procedure. Provided the Credit Union complies with its established security procedure(s) (or the security procedures as otherwise agreed with you), you will be liable for payment of the transferred amount plus transfer fees, even if the transfer request was not actually transmitted or authorized by you. If the Credit Union does not follow the security procedure(s) but can prove the transfer request was originated by you (or by any person authorized by you as a joint owner or other authorized party with the right of access to the account from which the funds transfer is to be made), you will still be liable for the transfer amount plus transfer fees. You authorize the Credit Union to record electronically or otherwise any telephone calls and instructions relating to any funds transfer under this Agreement.

PRIVACY POLICY

FACTS	WHAT DOES LCCU DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. When you are no longer a member, we continue to share your information as described in this notice. This information can include: <ul style="list-style-type: none"> ▪ Social Security number ITIN and income ▪ Account balances and payment history ▪ Account transactions and mortgage rates and payments, including credit history and credit scores
How?	All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons LCCU chooses to share; and whether you can limit this sharing.

REASONS WE CAN SHARE YOUR PERSONAL INFORMATION	DOES LCCU SHARE?	CAN YOU LIMIT THIS SHARING?
For our everyday business purposes—such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes—to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates’ everyday business purposes-information about your transactions & experiences	Yes	No
For our affiliates’ everyday business purposes—information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	We don’t share
To limit our sharing	<ul style="list-style-type: none"> ▪ Call 919-595-1800 or go to www.latinoccu.org to contact us through the Member Access portal <p>Please note: If you are a <i>new</i> member, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our member, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>	

Who we are	
Who is providing this notice?	Latino Community Credit Union

What we do	
How does LCCU protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does LCCU collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> • Open an account or deposit money • Pay your bills or apply for a loan • Use your credit card or debit card We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: <ul style="list-style-type: none"> • Sharing for affiliates’ everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • Our affiliates include: Latino Community Development Center

Non-affiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • Non-affiliates include companies such as mortgage companies, insurance companies, direct marketing companies, and nonprofit organizations.
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> • Our joint marketing partners include insurance and financial service companies.

Questions?	Call 919-595-1800 or go to latinoccu.org
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California Consumer Privacy Act

California Residents: The California Consumer Privacy Act (CCPA) provides you with specific rights regarding the collection, use, and disclosure of your personal information. Certain businesses that collect personal information of California residents must provide notice regarding their data collection and sharing practices and inform you of your rights under the CCPA.

The applicability of the CCPA to a California resident's information that is collected, used, or disclosed by us will depend on a number of factors, including the applicability of the CCPA to us as a North Carolina-based credit union and the nature of the subject information. For example, this disclosure does not apply where the subject information is personal information collected, processed, sold, or disclosed pursuant to the federal Gramm-Leach-Bliley Act or its implementing regulations (GLBA) or other exempted law under the CCPA, which will comprise most, if not all, of the personal information collected by us.

To the extent the CCPA applies to information that is collected, used, or disclosed by us, you have the right to:

- Request information about our collection of your CCPA-covered personal information, including, with respect to such information (i) the categories of your personal information we collected; (ii) sources from which we collected your personal information; (iii) the business purpose for collecting your personal information; (iv) the categories of your personal information that we disclosed to third parties and the categories of third parties to whom we disclosed such personal information; and (v) the specific pieces of personal information we collected about you;
- Request that we delete any CCPA-covered personal information we collected about you, subject to applicable exceptions; and
- Request to opt-out of the sale of your CCPA-covered personal information.

You also have the right to be free from any unlawful discrimination for exercising your rights under the CCPA.

To make a request for the disclosures described above or to make a request to delete CCPA-covered personal information we collected about you, you may:

- Call 919-595-1800; or
- Visit us online at www.latinoccu.org to contact us through the Member Access portal.

LCCU does not sell your personal information. However, to limit our sharing of your personal information, you may do so by following the instructions in this Privacy Policy.

Please note that, to the extent permitted by the CCPA and other applicable law, LCCU expressly reserves the right to require any third party from or through which we receive your personal information to process your information requests.