

**Membership
and Account
Agreement**

MEMBERSHIP



CYPRUS
C R E D I T U N I O N

CYPRUS FEDERAL CREDIT UNION MEMBERSHIP AND ACCOUNT TERMS AND CONDITIONS

This agreement contains the terms and conditions that govern your membership including share, deposit, and certificate account(s) at Cyprus Federal Credit Union.

Throughout this agreement, the words "you" and "your" mean each and all of those who are listed on the account(s). "Account" means any share, deposit or certificate account at Cyprus Federal Credit Union. "We," "us" and "our" means this credit union. Further use of your account constitutes your acceptance of this agreement.

This document is the final expression of the terms of membership and account between Cyprus Federal Credit Union and the member(s)/owner(s); this document may not be contradicted by evidence of any alleged oral agreement.

This Agreement, the "Fee Schedule" and the Rate Disclosure contain the Truth-in-Savings disclosures for your accounts.

SUMMARY OF MEMBERSHIP RIGHTS

- As a member of Cyprus Federal Credit Union, you have certain membership rights. These rights include: The right, subject to standards set by the credit union, to maintain share accounts subject to the par value, checking, certificate and other accounts.
- The right to apply for credit, subject to the credit union's loan policies.
- The right to vote at membership meetings.
- The right to participate in membership benefits.

MEMBERSHIP AND ACCOUNTS AGREEMENT

Except in circumstances in which specific terms are applicable, this Membership and Account Agreement applies to your membership generally and to all accounts you have at the credit union and all Agreements or Policies contained herein.

1. **Membership Eligibility.** To be eligible for membership in the Credit Union you must qualify within the Credit Union's field of membership, an individual or entity, must have a valid Social Security Number (SSN) or Tax Identification Number (TIN), and must purchase and maintain at least one share as required by Credit Union Bylaws.

2. You authorize us to check your account, credit, employment history and to obtain a credit report from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request and that an adverse credit report may be cause to deny Membership.

3. Your membership and accounts are subject to the Financial Institutions Act of 1981 as amended, the Articles of Incorporation and Bylaws of Cyprus Federal Credit Union, and the policies and procedures of Cyprus Federal Credit Union, including amendments or modifications.

4. **Minimum Balance.** A minimum share account balance is required to maintain Credit Union privileges. In the event that a share account balance should drop below the minimum balance, the Credit Union may transfer funds without prior notice from other accounts to maintain the minimum share balance.

5. **Federal Deposit Insurance.** The shares in Cyprus Federal Credit Union are insured by the National Credit Union Share Insurance Fund (NCUSIF), which is backed by the full faith and credit of the United States Government. Established by Congress in 1970 to insure member share accounts at federally insured credit unions, the NCUSIF is managed by the National Credit Union Administration (NCUA). Your share insurance is similar to the deposit insurance protection offered by the Federal Deposit Insurance Corporation (FDIC). This insurance is subject to the NCUA insurance rules and regulations, see www.ncua.gov.

6. **Individual Account.** An individual account is an account owned by one depositor, including an individual, corporation, partnership, trust, or other organization qualified for Credit Union membership. If the account is an individual account, the interest of a deceased individual owner will pass, subject to applicable law, to the decedent's estate or payable on death (POD) beneficiary, if applicable.

7. **POD Beneficiaries.** A Payable on Death (POD) beneficiary designation is an instruction to the Credit Union that a designated account is an account payable to the owner or owners during their lifetimes, and upon the death of the last joint account owner, payable to any named and surviving POD beneficiary designated on the account. Accounts payable to more than one POD beneficiary are owned jointly by such beneficiaries with right of survivorship. Any POD beneficiary designation shall not apply to Individual Retirement Account (IRA) and Certificate account, which shall be governed by a separate beneficiary designation. In the absence of a POD beneficiary on Certificate accounts, the Certificate account(s) will be governed by the POD beneficiary designation on the Share Account. The Credit Union shall at no time have any obligation to notify any beneficiary

of the existence of any account or the vesting of the beneficiary's interest in any account, except as otherwise provided by law.

8. Joint Accounts. A joint account is owned by two or more persons. Joint owners must be eligible for and qualify as members. Joint accounts are subject to the provisions of Utah Code Annotated §7-9-32. The Credit Union may honor the withdrawal request of any joint owner. Except as provided by special instructions, any joint owner may sign any checks (share drafts). A POD beneficiary may be established subject to Utah Code Annotated §7-9-32(6).

a. Two to Sign Accounts. An account may be designated as requiring two signatures for withdrawal. Adding or removing this designation requires the written consent of all joint owners.

b. Joint Ownerships with Rights of Survivorship. If your account is a joint account, the account is owned with rights of survivorship. Upon the death on one of the joint account owners, that person's interest will become the property of the surviving account owners.

c. Rights of Joint Account Owners. Any joint account owner is authorized and deemed to act for the other owner(s) and the Credit Union may accept orders and instruction regarding the account and requests for future services from any other account owner. The member may, by written order, remove any joint owner of any account. Joint owners may, by written order, remove themselves from any account. Each account owner guarantees the signature of the other owners. Any account owner may withdraw all available funds in the account, stop payment on items drawn on an account, withdraw, or pledge all or any part of the funds of any account, including funds representing a membership share, without the consent of the other account owner(s) and the Credit Union shall have no duty to notify other joint account owner(s). If the Credit Union receives written notice of a dispute between account owners or receives inconsistent instructions from them, the Credit Union may suspend or terminate the account, require a court order to act, or require that all joint account owners agree in writing to any transaction concerning the account.

d. Sub-account Ownership. Sub-account ownership different from the ownership information provided on the master membership and account card will be permitted. The specific sub-account ownership information will be indicated on an additional Credit Union account form and shall supersede this master agreement and signature card for the specified sub-account(s) only. If no sub-account ownership is created, the master membership and account card will apply.

e. Joint Account Owner Liability. If any item deposited in a joint account is returned unpaid or an account is overdrawn, or if we do not receive final payment on any transaction, each of the multiple account owners is jointly and severally liable to the Credit Union for the amount of the returned item, overdraft, or unpaid amount, and any charges and transaction, regardless of who created the overdraft, deposited or cashed the item, or benefited from or initiated the transaction. A joint owner shall be responsible for returning any unused checks or access devices from any joint owner removed from the account. If any account owner is indebted to the Credit Union, the Credit Union may enforce its rights against any or all funds in the joint account regardless of who contributed the funds to the joint account.

9. Accounts for Minors. For an account established by or for a minor, the Credit Union reserves the right to require the minor account owner to have his or her Social Security Number (SSN) or Tax Identification Number (TIN) and to have a parental joint account owner who is at least eighteen (18) years of age, who shall be jointly and severally liable to the Credit Union for an returned item, overdraft, or unpaid charges or amounts on such account. For a joint account, all funds in the account shall be owned as a joint account with Rights of Survivorship. The Credit Union may make payments of funds directly to the minor without regard to his or her minority. The Credit Union has no duty to inquire as to the use or purpose of any transaction by a minor or joint account owner. The minor account owner's SSN or TIN must be shown on the account.

10. Uniform Transfer to Minor Act/Uniform Gift to Minor Act ("UTMA/UGMA"). All grantors, custodians and beneficiaries agree to the terms of this paragraph. If you have signed an account as custodian for a beneficiary under an applicable UGMA/UTMA, your rights and duties are governed by that Act. You must include the beneficiary's social security number on the Membership Application. A custodian will not be allowed to pledge the account as collateral for a loan to the custodian. We have no duty to inquire into the use of any funds or purpose of any Transaction by the account custodian. Upon the death of the account custodian, we may place an administrative freeze on the account until we receive instructions from a person authorized by law to withdraw funds or an appropriate court order. We may require that any successor custodian provide any documentation required to evidence compliance with applicable law(s) to our satisfaction. It is understood and agreed that a successor custodian may be the minor's legal guardian. If there is more than one legal guardian, the Credit Union can accept any such guardian as custodian.

Upon acceptance of a successor custodian, no instruction from any other guardian will be accepted. It is agreed that funds deposited into such an account belong to the beneficiary. When the beneficiary reaches the age of majority under the laws of the minor's state of residence, the funds may be paid or withdrawn by the beneficiary without notice or further action by us. If the beneficiary wishes to retain an account with us, the beneficiary can execute a new Membership Application. Any authority to make Transactions will then be governed by the new Membership Application, and the authority of any custodian(s) will be terminated.

11. Accounts for Living Trusts. An account of a living trust is an account held by one or more trustees of a trust for the benefit of one or more beneficiaries pursuant to a revocable trust agreement. Upon request of the Credit Union, the trustees shall sign a Membership Application and provide any other evidence of the trustee's authority the Credit Union requires. Trustee warrants that a valid living trust has been created and currently exists. The Credit Union does not act as a trustee and is under no obligation to inquire as to the powers or duties of the trustee(s). Trustee agrees to notify the Credit Union in writing if a change of trustee occurs. The Credit Union may withhold payment of funds to any party until proper evidence of authority is provided. The Credit Union may rely upon the directions of any one trustee until a written notice of revocation of the living trust is received. Funds may be released to any one trustee acting alone or with a co-trustee. The trustee(s) agrees to indemnify and hold the Credit Union harmless of any liability, claim, damage, or loss arising as a result of unauthorized acts of any trustee or former trustee upon which the Credit Union relies prior to notice of revocation of the trust. This Agreement shall be binding on the trust, and trustee, successor trustee, and beneficiaries.

12. Power of Attorney. The Credit Union may allow a third person acting as your attorney-in-fact to make Transactions regarding your account(s), pursuant to a Power of Attorney, but has no obligation to do so. You agree that we have no obligation to verify the scope, authenticity, and validity of any Power of Attorney presented to us. If we accept the Power of Attorney, the Credit Union has no duty to inquire as to the use or purpose of any Transaction(s) by your attorney-in-fact, and may restrict or refuse account access, withdrawals and transfers. Further, you agree to reimburse the Credit Union for all costs and expenses, including attorneys' fees, we incur and agree to indemnify us for any loss or other expense we incur from our acceptance of your Power of Attorney.

13. Accounts for Businesses and Organizations. Accounts held in the name of a business, organization, or associations are subject to the same terms set forth in this Agreement and the following additional rules. The Credit Union reserves the right to require a business to provide a Membership Application informing the Credit Union who is authorized to act on its behalf. No POD beneficiary designation or other designation shall apply to the account. You agree to notify the Credit Union of any change in authority. The Credit Union may rely on the written authorization until such time as the Credit Union is informed of changes in writing and has had a reasonable time to act upon such notice. The Credit Union may require that third-party checks payable to a business not be cashed, but must be deposited to a business account. The Credit Union shall have no notice of any breach of fiduciary duties arising from a transaction by any agent of the account owner, unless the Credit Union has actual notice of any wrongdoing.

a. At least one of the signers of a business with a Cyprus Federal Credit Union account must have a Cyprus Federal Credit Union personal account. All principals will be verified through ChexSystems or other such verification systems. A business qualifies for membership by meeting one of the following conditions: the owner opening the account qualifies for membership on an individual basis, or the business is located in Salt Lake County, or the business becomes an honorary member of the CRA.

b. The business must register with the state of Utah. Status must show current and active when a report is pulled from the state website. New business owners are advised to obtain a federal Employer Identification Number (EIN) if applicable. Articles of Organization or Articles of Incorporation may be requested to open a business account. In addition, Cyprus documentation must be completed and signed correctly before an account can be opened.

c. The Credit Union can charge service fees, account transfer, check charges, non-sufficient fund charges and/or fees or charges set forth in the Fee Schedule. The fees or charges may be changed by the Credit Union.

14. Termination of Account(s) and Service(s). We, in our sole discretion, may terminate any of your account(s) or service(s), including but not limited to loan services, or place a freeze on any sums on deposit with us at any time without notice or require you to close your account and apply for a new account if:

- (1) there is a request to change the Owners or Authorized Users;
- (2) there is a fraud/forgery or unauthorized use committed or reported;
- (3) there is a dispute as to ownership of any account or sum on deposit;
- (4) there are any checks that are lost or stolen;

- (5) there are returned unpaid items;
- (6) there is any misrepresentation regarding any account(s) or service(s);
- (7) the Credit Union incurs any loss relating to any loan(s), account(s) or service(s) you have with us;
- (8) if we believe you have been negligent in protecting any Access Devices or codes;
- (9) we deem it necessary to protect the Credit Union from any loss, or deem it to be in the best interests of the Credit Union, our Members or our employees;
- (10) you breach any promise under this Agreement;
- (11) if bankruptcy or any other insolvency proceeding is filed by or against you, or if we otherwise deem you to be insolvent or incapable of meeting your obligations to us; or
- (12) you refuse or fail to cooperate as provided in this Agreement. We, on our own accord, may place a stop payment on any check, item or transaction if we are notified or otherwise reasonably believe that any of the foregoing circumstances have occurred. If you do not accept any deposit or part of a deposit that we attempt to return after termination, then such deposit will no longer earn dividends. You may terminate a single party account at any time by notifying us in writing. We have the right to require the written consent of all parties to a multiple party account for termination. We are not responsible for any draft, withdrawal, item or transaction after your account is terminated. However, if we pay any item after termination, you agree to reimburse us upon demand.

15. Telephone Requests. You agree that funds in any account(s) with us can be transferred, upon the telephone request of any signer on the account, to another account with us or to any other financial institution. We shall not be responsible for any loss incurred as a result of our acting upon or executing any request, order or instruction we believe to be genuine. Furthermore, we reserve the right to refuse to execute any telephone request or order.

16. Recording Conversations. You understand and agree that for the mutual protection of the parties to this Agreement, we may record any of our telephone conversations with you or any other person.

17. Deposit Requirements. Funds may be deposited to any account in any manner approved by the Credit Union in accordance with the requirements set forth in the Fee Schedule. All accounts are non-assignable and nonnegotiable to third parties. Certificate accounts are governed by the terms of this Agreement, the terms of the Fee Schedule, and the terms and disclosures on your certificate account receipt for each account, which is incorporated herein by this reference.

a. **Endorsements.** You authorize the Credit Union, at its discretion, to accept transfers, checks, drafts, and other items for deposit into any of your accounts, whether or not they are endorsed by all payees. You authorize the Credit Union to supply missing endorsements if the Credit Union chooses to supply such endorsements. The Credit Union reserves the right to verify all endorsements on third-party checks presented for deposit, either in person or by comparison with member signature files. If an insurance, government, and certain other checks or drafts require an endorsement as set forth on the back of the check, the Credit Union may require endorsement as set forth on the check. Endorsements must be placed in the space on the back of the check between the top edge and one and a half inches from the top edge. The Credit Union may accept drafts or checks with endorsements outside this space. However, if any such endorsements or other markings you or any prior endorser make on the check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by the Credit Union due to the delay or error.

b. **Collection of Items.** The Credit Union shall not be responsible for deposits made by mail or at an un-staffed facility until the Credit Union actually receives them. In handling items for deposit or collection, the Credit Union only acts as your agent and assumes no responsibility beyond the exercise of ordinary care. The Credit Union will not be liable for default or negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. The Credit Union reserves the right to send any item for collection.

c. **Deposit At ATM and Night Deposit Facilities.** All deposits and payments made at a designated ATM, or at one of our night deposit facilities are subject to the provisions and check collection procedures as disclosed to you in our "Funds Availability Policy." Deposit Transactions of cash and other items to your account(s) can only be accepted at specifically designated ATMs. Not all of our ATMs can process deposit Transactions. If you make a deposit or payment at an ATM, you agree that the correct amount in the event of discrepancy between a written receipt or deposit slip will be the amount that the Credit Union finds in the envelope used to make the Transaction. You further agree that the credit to account(s) for non-cash items will be conditional until we can collect the item. If we cannot collect the amount of a non-cash item, the amount will be deducted from your account.

d. **Final Payment.** All items, deposits, ACH (Automated Clearing House) transfers, or other transfers credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to charge your account for the amount of such items or ACH transfers or both and impose a return item charge on your account.

If we incur any fee collecting any item, we may charge such fee to any of your accounts with us. We reserve the right to refuse or to return all or any item or funds transfer. We also have the right to charge back against any of your accounts with us all deposits, transfers, or collection items, including checks presented for payment of cash, that are returned to us due to non-payment, as a reclamation by the United States Treasury, or if we are required to repay any amounts previously collected for any reason whatsoever. These rights apply regardless of whether the amount of the item has been available for your use, or the amount of time that has passed since the date of the deposit.

If for any reason you do not have sufficient funds in your accounts to satisfy our charge back, then all joint Owners agree to pay us the amount charged back on demand, together with all fees and costs as set forth herein.

We may debit your account into overdraft on a charge-back situation, and not be liable for damages to you as a result of the charge-back. Nothing in this Agreement shall be construed to require us to debit the account into overdraft or to create an arrangement for the extension of credit by means of overdrafts.

e. **Direct Deposits.** We may offer a direct deposit option allowing you to preauthorize deposits (i.e., payroll checks, Social Security or retirement checks, or other government checks) or preauthorize transfers from other accounts with us. You must authorize any direct deposits to your accounts by a separate authorization form. 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. You agree that you have an obligation to notify us immediately regarding the death of any person that receives any federal or state retirement, welfare, benefits or other payments via electronic or other deposit. If we are required to reimburse the federal or any state government, agency or authority for any payment deposited into your account for any reason, you agree that we may deduct the amount returned from any of your accounts, unless prohibited by law; and that you will be obligated to repay to us on demand any such sums.

f. **Direct Deposit or Transfer Authorization/Bankruptcy.** If you file bankruptcy and fail to cancel any instructions in your direct deposit or transfer authorization, then you hereby instruct us to continue to make and apply deposits, make loan payments (in order to avoid delinquency and other transfers in accordance with your authorization, until written notification is received by us to discontinue any payments or transfers.

g. **Crediting of Deposits.** Deposits made on Sundays and Credit Union holidays will be credited to your account on the next business day. Deposits received at un-staffed facilities such as night depositories and automated teller machines (ATMs) will be credited on the day funds are removed and processed by the Credit Union. Items drawn from an institution located outside the United States are handled on a collection basis only. Amounts will be 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 the Credit Union for credit to your account or for collection.

18. **Overdrafts.** If at any time, the available funds in your account are not sufficient to cover checks, ACH, debit cards and other electronic transactions presented for payment on your account, those checks and other items will be handled in accordance with our overdraft procedures. Your account will then be subject to a charge for the item whether paid or returned as set for in our fee schedule. This fee is imposed for any overdraft created by checks, ACH, debit cards, or by other electronic means. Additionally, more than one overdraft fee may be charged against the account per day, depending on the number of checks presented on, and other withdrawals made from the account. Except as otherwise agreed in writing, we, by covering one or any overdraft, do not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time. If we pay a check or draft that would otherwise overdraw your account, you agree to pay the overdraft amount immediately. We reserve the right to pursue collection of previously dishonored items at any time. If we have approved an overdraft protection plan for your account, we will honor drafts drawn on insufficient funds by transferring funds from a share account or another deposit account or a loan account, as you have directed. No more than 6 transfers may be permitted in any calendar month from deposit shares. Once the transfer total for the month has reached 6, any insufficient funds items will be handled in accordance with

our regular overdraft procedures. The fee for these overdraft transfers and excessive transfers, if any, is set forth in our fee schedules.

19. Right to Pay or Return. If paper check, debit card, ACH or other electronic type transaction is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). We will not honor overdrafts of any type from the ATM. While we reserve the right to pay or not pay any item presented without sufficient funds, you may request that we not pay such items. In that case, we will return any item presented without sufficient funds (NSF). If you prefer that we not pay such items you must contact us at the address or phone number listed in the Schedule and informing us that you do not want us to pay any items presented without sufficient funds. If you do not notify us, we retain the right, in our discretion, to pay or not pay any item presented without sufficient funds.

The amounts of the overdraft and NSF fees are disclosed in the Schedule. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring the resulting fees.

Privilege Pay Opt Out

If you prefer that we do not pay your checking account in the negative, you may opt out by selecting one of the following:

- Call one of the following numbers (801) 260-7600 or toll free 1-800-929-7787
- Fill out an Overdraft Opt In/Out Form in any Cyprus Branch
- Mail us a signed statement that says "I prefer that Cyprus Federal Credit Union not pay my checking account in the negative." Include your name (as it appears on your account), your mailing address, city, state, zip, and account number(s).

Mail it to us at:

Cyprus Federal Credit Union
P.O. Box 9002
West Jordan, UT 84084
www.cypruscu.com

20. Postdated and Stale Dated Drafts. We may pay any draft without regard to its date unless you notify us in writing of a postdating. The notice must be given to us in time so that we can notify our employees and reasonably act upon the notice and must accurately describe the draft, including the exact number, date and amount. You understand that the exact information is necessary for the Credit Union's computer to identify the draft. We are not responsible if you give us an incorrect or incomplete description, or untimely notice. You may make an oral notice which lapses in fourteen (14) calendar days unless confirmed in writing. You agree not to deposit checks, drafts or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account, which is presented more than six (6) months past its date; however, we have no obligation or liability to you or any other party to the Instrument or in the chain of the collection process if we do so.

21. Stop Payment Orders. If you don't want us to pay a specific written Instrument such as a personal check, you can ask us to place a "Stop Payment Order" on the Instrument. You can notify us by mail, telephone, electronically, or in person. Your Stop Payment Order will take effect when we record it on your account, unless check is in transit.

A Stop Payment Order will not be valid and binding on us unless your Stop Payment Order includes your account number, check number, and as required, other identifying information. If this is a multiple party account, we will accept a Stop Payment Order from any Owner regardless of who signed the Instrument or otherwise authorized the Transaction. Stop Payment Order may be released by any account Owner. We will charge you a service charge for any Stop Payment Order as set forth in the Schedule, which sum may be transferred by us from any Owner's account(s) or paid directly to the Credit Union.

If you give an oral Stop Payment Order that is not confirmed in writing by you or us within fourteen (14) days, your Stop Payment Order will expire and the Instrument may thereafter be paid by us. If you provide written confirmation, your Stop Payment Order will be effective for a period of six (6) months. Further, you agree that the Credit Union, in its sole discretion, may confirm any Stop Payment Order in writing by sending a notice to the address shown in our records, but has no obligation to do so. Such written confirmation by us will also be effective for a period of six (6) months. To extend the Stop Payment Order for an additional six (6) months, you must deliver to us an additional written request that provides all of the information required for an initial Stop Payment Order as described above in this paragraph.

The Credit Union will not be responsible for any loss as a result of honoring a check: (1) more than fourteen (14) days after receipt of your oral order to stop payment;

(2) more than six (6) months after your written order to stop payment, our written confirmation, or more than six (6) months after a written extension as provided herein; (3) through inadvertence, oversight or accident, we honor any postdated check; or (4) if you fail to provide us with complete or accurate information. We have no obligation to accept any order to stop payment on any certified check, cashier's check, teller's check or other Instrument guaranteed by us.

You will be responsible to the Credit Union if any claim or demand is made against us as a result of our acting in accordance with your stop payment order. This means that you are required to reimburse us for any loss or damages and reasonable costs, expenses or attorneys' fees that we incur in defending the Credit Union against any claims or demands made against us as a result of following your stop payment order. If available, any stop payment order we receive by electronic mail or by similar means shall be treated as an oral order.

22. Fresh Start Checking. The account must be opened in person at a Cyprus Credit Union branch. The account is for individuals, not businesses. There is a \$5 monthly fee. There is a \$25 set-up fee. This checking account will not earn dividends. Government checks or known payroll where fund can be verified or come from a known source may be deposited to checking account. However, no other checks may be deposited to the checking account. If a non-government or non-payroll check is presented for deposit, it must be deposited in the member's S1 saving account with minimum 10-day hold.

No check cashing privileges, except as indicated above. Account holders may have a zero limit Visa Debit but no overdraft (L53) limit unless creditworthy. The member will not have Credit Union Service Center access. ChexSystems records:

- a. Must be older than 1 year.
- b. Maximum of two (2) ChexSystem records where the total owed from both records (if there are two) is \$500 or less.
- c. If the record says a previous account was closed because of fraud or kiting, we will not open the account.
- d. If loss was part of bankruptcy then proof of bankruptcy must be provided.
- e. If the record is from Cyprus Credit Union, the record must be paid (including bankruptcy) before the account will be opened.
- f. The credit union reserves the right to not open the account or change the terms and conditions as necessary.

After 12 months, the account holder may request to open a regular S5 checking account.

23. Dream Certificate Account. Dream Certificates (CDs) require the following to open:

- a. An open Dream Checking Account (S5)
 - i. Member still qualifies if joint on a Dream Checking or has a Fresh Start Checking (S21).
- b. A minimum opening deposit of \$20.00.
- c.. A \$10.00 minimum monthly deposit.
 - i. Dream Certificate deposits must be set up on automatic deposits from a Cyprus checking account that occurs at least monthly.
 - ii. Minimum deposit must be transferred from a Cyprus checking account or from a payroll deduction from direct deposits that are already set up to be deposited into a Cyprus checking account. Members under 18 may make transfers from their own savings account or from another Cyprus checking account.
 - iii. If a monthly or periodic payment into the Dream Certificate is skipped there is no penalty, however if three (3) such occurrences are missed, the automatic payment will be cancelled, the Dream Certificate will be closed with a penalty and the proceeds transferred to the member's Regular Share Savings Account (S1).
 - iv. Additional in-person deposits to the Dream Certificate are allowed with a \$10.00 minimum.
- d. Dream Certificates will be limited to \$100,000 maximum per member, based on a member's Social Security Number.
- e. All Dream Certificates are allowed a one-time rate bump during the certificate term.
 - i. Bump can be based on promotional or standard current rate but must be the same term as the original term.
 - ii. Bumped dividend rate will apply for the remainder of the certificate. A bump will not reset the original term.
 - iii. Once a bump has been used, no other rate bumps will be permitted.
 - iv. Bump rate is based on Dream Certificate rates disclosed in Cyprus' Rate and Fee Schedule at the time the request is made and not the regular Certificate rates (if different.)
- f. All Dream Certificates are allowed a one-time withdrawal of up to 25% of the certificate balance without penalty.
 - i. This can be done only once during the life of the certificate.

- ii. Must wait 60 days from the start of the certificate to be eligible for this early withdrawal.

24. Account Access.

a. **Authorized Signature.** The Credit Union is authorized to recognize your signature, but will not be liable for refusing to honor any item or instruction of yours if it believes in good faith that the signature on such item or instruction is not genuine. If you have authorized the use of a facsimile signature, the Credit Union may honor any check that appears to bear your facsimile signature even if it was made by an unauthorized person. If you give your account number to a third person, you authorize us to honor transactions initiated by the third person even if you did not specifically authorize a particular transaction.

b. **Access Options.** You may make withdrawals or transfers from your account in any manner that is permitted by the Credit Union (i.e. check, automated teller machines [ATMs], debit card, personal computer, in person, by mail, automatic transfer, or telephone). If the Credit Union accepts any check that is not drawn on a form provided by the Credit Union, you will be responsible for any loss incurred by the Credit Union for handling the check. The Credit Union may return any check that is not drawn in the form provided by the Credit Union as an unpaid item and charge a fee.

c. **ACH & Wire Transfers.** If offered, you may initiate or receive credits or debits to your account via wire transfer or ACH (automated clearing house) transfer. You agree that if you receive funds by a wire or ACH transfer, the Credit Union is not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. The Credit Union may provisionally credit your account for an ACH transfer before it receives final settlement for the transfer. You agree that if the Credit Union does not receive final settlement for a transfer, it may reverse the provisional credit to your account, or you will refund the amount to the Credit Union. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account or identifying number. The Credit Union (and other institutions) may rely on the account or other identifying number you give as the proper identification number, even if it identifies a different party or institution. Wire transfers are governed by Federal Reserve Regulation J if the transfer is cleared through the Federal Reserve. ACH transactions are governed by the rules of the National Automated Clearing House Association.

d. **Credit Union Examination.** The Credit Union may disregard information on any check other than the signature of the drawer and amount of the item and any magnetic encoded information. You agree that the Credit Union does not fail to exercise ordinary care in paying an item solely because its procedures do not provide for sight examination of items.

e. Electronic Check Transactions.

i. **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 and signed, such authorization is an electronic check conversion. An electronic check conversion is an electronic funds transfer (EFT) subject to the terms contained herein. Electronic Funds Transfer Agreement. You authorize us to honor any electronic check conversion from your checking account.

ii. **Electronic Re-presented Checks.** If you write a check on a personal account that we return unpaid because of insufficient or uncollected funds, 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 III. 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.

25. **Account Rates and Fees.** The Credit Union's payment of dividends on any account is subject to the account rates and fees, earnings, payment, and balance requirements as set forth in the Fee Schedule and each Certificate Account receipt, which are incorporated herein by this reference. You agree the Credit Union may impose fees and charges for the deposit account services provided by the Credit Union. A current Fee Schedule has been provided to you separately. You agree the Credit Union may change the Fee Schedule from time to time and you will be notified of such changes as required by law.

26. **Transaction Limitations.**

a. **Withdrawal Restrictions.** The Credit Union will permit a withdrawal only if you have sufficient available funds in your account to cover the full amount of the withdrawal or have an established overdraft protection plan. 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, the Credit Union may allow those withdrawals for which there are sufficient available funds in any order at the Credit Union's discretion. The Credit Union may also refuse to allow a withdrawal in other cases, for example: any dispute between the owners about the account (unless a court has ordered the Credit Union to allow the withdrawal); a legal garnishment or attachment is served; the account secures an obligation to the Credit Union; 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. The Credit Union reserves 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.

b. **Transfer Limitations.** For share and savings accounts, you may make up to six (6) preauthorized, automatic, telephonic, or home-banking transfers to another account of yours or to a third party during any calendar month. Of these six, you may make no more than three (3) transfers to a third party by check or debit card purchase. A preauthorized transfer includes any arrangement with the Credit Union to pay a third party from the member's account upon oral or written orders, including written orders received through the automated clearing house (ACH). There is no limit to the number of transactions you may make in the following manner:

- i. transfers to any loan account with the Credit Union;
- ii. transfers to another Credit Union account or withdrawals (checks mailed directly to you) when such a transfer or withdrawal is initiated in person, by mail, or at an ATM.

If a transfer request would exceed the transfer limitations set forth above in any statement period, the Credit Union may refuse or reverse the transfer, and your account will be subject to suspension or closure by the Credit Union, and the Credit Union may impose a charge.

c. **Checking Account Transaction Limitations.** Withdrawal Restrictions. Cyprus Federal Credit Union will permit a withdrawal only if you have sufficient available funds in your account to cover the full amount of the withdrawal or have an established overdraft protection plan. 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, the Credit Union may allow those withdrawals for which there are sufficient available funds in any order at the Credit Union's discretion. The Credit Union may also refuse to allow a withdrawal in other cases; for example: any dispute between the owners about the account (unless a court has ordered the Credit Union to allow the withdrawal); a legal garnishment or attachment is served; the account secures an obligation to the Credit Union; 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. The Credit Union reserves the right to require members to give notice in writing of any intended withdrawals from any account (except checking accounts) of not less than seven (7) days and up to sixty (60) days, as required by law, before such withdrawal.

27. **Fees.** The Credit Union may charge membership and/or service fees as allowed by state and federal law. These fees are set forth in the Cyprus Federal Credit Union Fee Schedule. These fees may be changed by the Credit Union at any time.

a. **Early Closing Fee.** An account closing fee as set forth in the Fee Schedule will apply if any membership is closed within the first ninety (90) days of its opening.

b. **Dormant Accounts.** If you have a share account (for example S1, S2, S5, S8) that falls below the minimum balance, that you have not made a withdrawal from, deposit to, renewal of, or transfer involving your account for more than twelve (12) months, the Credit Union may classify your account as inactive and may charge an inactive account service fee as allowed by applicable law and set forth in the Fee

Schedule. Although having no obligation to do so, we reserve the right to not classify a particular account as dormant if any Owner thereof has other active accounts or services with us. Unless prohibited by applicable law, we reserve the right to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned.

i. If your account is classified as inactive and the Credit Union has been unable to contact you by regular mail during this period, the Credit Union may classify your account as dormant and may charge a dormant account service fee as allowed by law and set forth in the Fee Schedule. These fees may be applied either monthly or annually. Dormant account fees are non-refundable.

ii. Thereafter, dividends or interest will not be paid on the account if the balance falls below any minimum balance requirement.

iii. Business Checking accounts will continue to incur the monthly maintenance fee until closed by the member.

iv. If a deposit or withdrawal has not been made on the account, you have not otherwise indicated as interest in the account, or the Credit Union has had not other contact with you within three (3) years as required by the Uniform Unclaimed Property Act, the account will be presumed to be abandoned. Funds in abandoned account(s) will be remitted in accordance with state law. Once funds have been turned over to the state, the Credit Union has no further liability to you for such funds. If you choose to reclaim such funds, you must apply to the appropriate state agency.

You authorize us to transfer funds from any available account of yours to cover the monthly fee(s), if necessary.

28. Right of Setoff. All amounts in any accounts (except IRA accounts) are pledged as collateral for any amounts owed by any person having any interest in the account(s). The Credit Union has a lien and right of setoff on all shares, deposits, dividends or accumulated interest in any individual, joint, multiple party, transaction or trust accounts. The lien may be applied without notice and shall apply to amounts not or hereafter on deposit.

a. **Liability.** Cyprus Federal Credit Union shall not be liable for any loss or damage which results from its reliance on this Agreement or the account card. The Credit Union may release information about your accounts to any person having an ownership interest in the accounts. The credit union shall not be responsible for any consequential, punitive or exemplary damages arising out of payment or non-payment of any checks or other drafts.

b. **Statements.** You will receive a periodic statement from us, or notice of the availability of your statement describing all activity on your account(s) during the statement period as required by law. The periodic statement will list all account and/or loan information as described in this Agreement. If you have a multiple party account we are only required to provide one periodic statement to any of the account Owners identified on the Membership Application. If provided electronically, you will be sent a notice via e-mail that will direct you to a site we maintain or cause to be maintained where you may access, review, print and otherwise copy / download your periodic statements using procedures that we authorize. E-mails from us will be sent to the e-mail address provided by any Owner.

For checking accounts: You understand and agree that, when processed by us or our agent(s), the original check or other Instrument becomes our property and will not be returned to you. We have no obligation to retain the originals of any checks or other documentation. Copies may be retained by us, our agent, or another payable through institution, which may be available to you for a fee as set forth in the Schedule.

Your Duty of Examination: You understand and agree that periodic statements are made available to you on the date mailed by us or our agent or otherwise made available to you. You acknowledge and agree that checks and other Instruments are also made available to you for review on the date the periodic statement is mailed or otherwise made available to you, even though they do not accompany the statement. You further agree that it is your duty and obligation to carefully and promptly review each periodic statement to verify that each Transaction is authorized and accurate. We will have no responsibility or liability whatsoever for any forged, altered, unauthorized, unsigned, improperly endorsed, improperly encoded or inaccurate Transaction or item if: (1) you do not notify us in writing within sixty (60) days of the mailing date or otherwise made available of the earliest periodic statement containing information about or indicating any forgery, alteration, unauthorized signature or Transaction, missing signature, improper or missing endorsement, encoding error or other inaccuracy; or (2) any checks or instruments are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile

signature. You accept responsibility for any account discrepancy not reported during the sixty (60) day period. Send written notice to Cyprus Federal Credit Union; P.O. Box 9002; West Jordan, Utah 84084 or memberservice@cypruscu.com. The Credit Union reserves the right to charge for statements.

Your Duty to Notify Us: You agree that the information in each statement will be considered correct for all purposes and we will have no liability whatsoever unless you notify us in writing within the time described in this section. If you do not receive a periodic statement, you agree to notify us in writing within fourteen (14) days of the date that the statement is usually sent by us. If you do not so notify us, you will be deemed to have received the statement for all purposes.

Fiduciary Accounts: Statements will be provided to the fiduciary upon any trust, custodial or other fiduciary or representative account; and the requirements of this paragraph will be binding on all parties in interest with regard to such accounts pursuant to such delivery.

29. Change of Name or Address. You will promptly notify us in writing of any change of address or your name, including your e-mail, phone number, or other electronic address. In the absence of such written notice, mail sent to you at any: address, forwarding address provided to us by the U.S. Postal Office, or e-mail address shown by our records or any communication received from you will be deemed properly addressed; and unless otherwise provided by applicable law, constitute effective delivery of any notice we may be required to provide, regardless of receipt by you. If the address you provide to us is not correct, or has changed without written notice to us, and we attempt to determine your new name or address; then the Credit Union may charge a fee as set forth in the Schedule.

30. Amendments and Modifications. Cyprus Federal Credit Union can amend the terms and conditions of all Agreements or Policies in its discretion. This Agreement, including amendments or modifications, shall apply until revoked by a new membership and account agreement. Any subsequent agreement supersedes and revokes this agreement.

31. Attorneys Fees. Cyprus Federal Credit Union shall be entitled to recover any attorneys fees incurred in enforcing this Agreement or recovering any loss related to this account and membership.

32. Revocation. Cyprus Federal Credit Union reserves the right to revoke account privileges in its discretion.

33. Account Ownership Revisions. The most recently dated membership and account cards shall supersede and revoke any previous cards. Specific sub-account ownership cards shall remain in effect until specific sub-account replacement cards are received and recorded by the credit union.

34. Savings Withdrawals. The credit union reserves the right to require at least seven (7) days written notice prior to an intended withdrawal from all non-transaction (all except checking) accounts.

35. Funds Availability. Deposits to the account are subject to the Cyprus Federal Credit Union funds availability policy. Deposits are accepted as collection items subject to final payment.

36. Approved Forms. Checking forms (checks, deposit slips, etc.) are subject to approval by the credit union. The credit union may charge special handling fees, or may return unpaid, any checks not drawn on forms approved by the credit union. The credit union shall not be responsible for any loss resulting from the use of forms not approved by the credit union.

37. Deposits. Non-cash deposits are subject to the Cyprus Federal Credit Union funds availability policy. Deposits are accepted as collection items subject to final payment.

38. Other Withdrawals. Withdrawals from the Checking Account may be made by ATM transaction, by pre-authorized transfers, or by home banking. These withdrawals are subject to applicable credit union procedures and agreements, and any applicable fees.

39. Communications Between CCU and You. Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways: (1) Email - You can contact us by email at cyprus@cypruscu.com (Please note that Banking transactions through eSERVICES are not made via email.); (2) Telephone - You can contact us by telephone at (801) 260-7600; (3) Facsimile - You can contact us by fax at (801) 260-7621; (4) Postal Mail - You can write to us at Cyprus Credit Union, Attn: Internet Banking, P.O. Box 9002 West Jordan, UT 84084; (5) In Person - You may visit us in person at any Branch Location. We may contact you by email, telephone call, text message, or other means by which you have provided to Cyprus regarding credit union business. You will notify us of any changes in email address or cell phone number. You will be responsible for any charges or data rates that may apply from your phone carrier.

FUNDS AVAILABILITY POLICY (REG. CC)

This policy statement applies to "transaction" accounts. Transaction accounts, in general,

are accounts which permit an unlimited number of payments to third parties and an unlimited number of telephone or pre-authorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

The credit union's funds availability policy is detailed in the following disclosure, which is published in compliance with federal regulations.

Our policy is to make funds from your deposits available to you on the first business day after we receive your deposit. At that time, you can withdraw the funds in cash and we will use the funds to pay checks that have been written.

Please remember that even after we make funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next day that we are open.

Longer Delays May Apply

In some cases, we will not make all of the funds that you deposit by check available on the first business day after the day of your deposit. Funds may not be available until the second business day after the day of your deposit.

If we are not going to make all the funds from your deposit available on the first business day, we will notify you in writing on your transaction receipt at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds for a deposit right away, you should ask us when the funds will be available.

In addition, the funds you deposit by check may be delayed for up to 7 days under the following circumstances:

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

We will notify you if we delay your ability to withdraw funds at the time of your deposit.

Special Rules for New Accounts

If you are a new credit union member, the following special rules apply during the first 30 days your account is open.

The first \$5,000 from a deposit of U.S. Treasury checks will be available on the first business day after the day of your deposit. The excess over \$5,000 will be available on the seventh business day after the day we receive your deposit. Funds from wire transfers into your account will be available on the first business day after we receive the transfer.

Funds from the deposits of cash and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's and state and local government checks will be available on the first business day after the day of your deposit. If you do not make the deposit in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits may be held for up to 7 days at the credit union's discretion.

Accounts must be established for 180 days before Credit Union Service Center transactions are allowed.

For more information, contact the credit union Operations Center at (801) 260-7600 or 1-800-929-7787.

ELECTRONIC FUNDS TRANSFER AGREEMENT (Reg. E) (Visa, Automated Teller Machines, EFT, ACH, Home Banking, etc.)

To establish the rights of a person using electronic money transfers and the obligations of a financial institution offering these services, Congress has enacted the Electronic Funds Transfer Act. The act deals with the transfer of funds initiated through an automatic teller machine, direct deposits or withdrawal of funds, point-of-sale transfers and transfers by telephone. It also includes pre-authorized electronic funds transfers that recur at regular intervals, such as Social Security payments.

Your rights and the credit union's obligations are detailed in the following disclosure, which is published in compliance with federal regulations.

Disclosure and Agreement

This agreement covers available electronic funds transfer services provided by Cyprus Federal Credit Union.

- 1. Available Services.** As a user of our electronic funds transfer service, you may have access to specifically identified automatic teller machines, online banking (online banking, hereafter referred to as home banking), and Automated Clearing House (ACH) services. The automatic teller machine transactions which you may initiate are: Cash withdrawals, deposits and account balance inquiries. The cash withdrawals may be made from your deposit account(s), or your credit line if granted by the credit union. You may make account transfers, loan payments, check withdrawals to yourself, balance inquiries, cleared check and other debit inquiries. You may make account transfers, loan payments, check withdrawals to yourself, balance inquiries, cleared check and other debit inquiries, automatic deposit, credit inquiries, stop payment of checks and view or print a copy of your statement through the home banking system. Home banking is accessed via a mobile device or computer after your account has been authorized and you have received your home banking PIN. You may also arrange to have pre-authorized electronic funds transferred to your accounts (credits) or from your accounts (debits).
- 2. Access Device.** To initiate any transaction with an automated teller machine, you must use an approved access device (card). Approved access cards include your Visa Checking or Visa Credit Card, your ATM card or other specified card issued by the credit union PLUS your personal Identification Number (PIN).
- 3. Transaction Receipts.** When you use an automated teller machine card at a specified automated teller machine, you will receive a receipt of the transaction(s) initiated. This receipt will tell you: (a) the amount, (b) the calendar date of the transaction, (c) the type of transaction and type of consumer account to or from which the funds are transferred, (d) the number of the card which initiated the transaction, (e) the location of the automated teller machine and (f) when applicable, the identification of any third party to or from whom funds are transferred. Each transaction will be indicated on members statements as being initiated via the (telephone) Voice Response (VR) system. Home banking transactions will not be issued receipts. Each transaction will be indicated on members statements as being initiated via the (computer) home banking system.
- 4. Periodic Statements.** For each account that you have with us that has electronic funds activity, you will receive a monthly statement that will show all electronic funds transactions for that account.
- 5. Service Charges.** At present, there may not be a charge for any automated teller machine transaction, but such charges may be made in the future. You will be notified as required when any change in the terms of this Agreement is made. Refer to the Credit Union Fee Schedule for current fees.
- 6. Your Liability for Unauthorized Use.** If you believe your Card or your PIN has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, tell us AT ONCE. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account plus your credit limit. If you tell us within two (2) business days, you can lose no more than \$50.00 if someone uses your Card or PIN and we can prove we could have stopped someone from using your Card or your PIN without your permission. If you do not tell us within two business days after you learn of the loss or theft of your Card or PIN and we can prove we could have stopped someone from using the Card or your PIN without your permission if you had told us, you could lose as much as \$500.00. These losses occur only if you are found negligent. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement is mailed to you, you may not get back any money that you have lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you have told us in time.
- 7. Telephone Number and Address.** If you believe your Card or PIN has been lost or stolen, or that your statement shows transfers that you did not make, call or write to the credit unions operation center at (801) 260-7600 or 1-800-929-7787; P.O. Box 9002; West Jordan, UT 84084. This telephone number and address is also shown on your monthly or quarterly statement.

8. **Business Days.** Our business days are Monday through Friday. Holidays are not included.

9. **Pre-authorized Transfer FROM Your Account.** You may pre-authorize an electronic funds transfer from one of your accounts to a designated recipient account. Authorization must be in writing. A copy of your authorization may be provided by the recipient of the transfer. If you have told us in advance to make such regular payments, you may stop payment of any pre-authorized transfer by notifying us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. Written confirmation of your stop order must be made by you within fourteen (14) days of the oral notification or the stop payment order will not be binding. If this regular transfer from your account may vary in amount, the person you are going to pay will tell you ten days before each payment.

10. **Pre-authorized Transfers To Your Account.** You may arrange to have direct deposits made to your account from the same person or company at least once every sixty (60) days. You may call the number on your periodic statement or inquire through home banking to see if the transfer did occur.

11. **Our Liability If Transfers Are Not Made Or Stopped.** You agree that we shall have no liability to you for our failure to make or stop pre-authorized transfers, except where such failure is intentional or the result of negligence on our part.

12. **Electronic Check Transactions.** 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 and signed, such check authorization is an electronic check conversion. An electronic check conversion is an electronic funds transfer (EFT). You authorize us to honor any electronic check conversion from your checking account.

13. **Electronic Re-presented Checks.** If you write a check on a personal 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 were presented to us. Any collection fee you authorize the merchant to debit from your account is an electronic funds transfer.

14. **Information to Third Parties.** We will not disclose information to third parties concerning your account with us except: (a) When such disclosure is necessary to complete the transactions; (b) to verify that existence and condition of your account for a third party such as a credit bureau as is permitted by law; (c) to comply with court order or applicable laws or regulations; (d) when you give us your permission.

15. **Non-Sufficient Funds Transfers.** In the event you receive any funds which exceed your existing balance or any available line-of-credit, you are responsible for immediate repayment of the excess amount received. You are also responsible for payment of any fees charged according to the credit union "Fee Schedule", and any attorney fees or costs incurred in collecting any excess amount or fees.

16. **ACH and Wire Transfers.** This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers, as adopted in Utah. If you originate a fund transfer for which Fedwire is used, and you identify by name and number, a beneficiary financial institution, an intermediary financial institution, or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person, or account other than the one named. You agree to be bound by Automated Clearing House association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If the Credit Union does not receive final payment, you are hereby notified and agree that the credit union is entitled to a refund of the amount 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 in the amount of such entry. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

NOTICE: In Case of Errors or Questions About Your Electronic Transfers.

Telephone us at the number or write us at the address listed on your periodic statement as soon as you can if you think your statement or receipt is wrong or if you need more information about the transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.

3. Tell us the dollar amount of the suspected error.

If you tell us orally, we require that you send us your complaint or question in writing within twenty (20) business days.

We will tell you the results of our investigation within twenty (20) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to ninety (90) days to investigate your complaint or questions. If we decide to do this, we will re-credit your account within ten (10) business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within twenty (20) business days, we may not re-credit your account.

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

THE USA PATRIOT ACT

The USA Patriot Act has paved the way for financial institutions to help prevent fraud, identity theft, and the spread of terrorism. It requires financial institutions to obtain more information from an individual or legal entity to help establish identity.

You may be asked more questions to establish and confirm your identity when opening a new account or requesting a loan. It may also be required for you to provide one or more forms of identification.

TERMS AND CONSENT APPLICABLE TO ELECTRONIC SIGNATURES, ELECTRONIC CONTRACTS, ELECTRONIC RECORDS, ELECTRONIC MAIL ("E-MAIL") FACSIMILE AND OTHER ELECTRONIC SERVICES AND COMMUNICATIONS

Agreement. You specifically consent and agree that we may provide all disclosures, agreements, contracts, periodic statements, receipts, notices, modifications, amendments, and all other evidence of our Transactions with you or on your behalf electronically (hereinafter all such documentation is referred to as "electronic record(s)"). To access these records you must have a file reader, such as Adobe Acrobat®. You have a right to receive a paper copy of any of these electronic records if applicable law specifically requires us to provide such documentation. A fee for a statement reprint or check copy may be imposed. Also, you may withdraw your consent and revoke your agreement to receive records electronically. To request a paper copy or to withdraw your consent and agreement to receive electronic records call, write or e-mail us as set forth in the Schedule.

Equipment and Software Requirements. To receive electronic records and to access our home banking services, you need a computer with Internet access and web browser (such as Netscape Navigator®, Microsoft Internet Explorer® or an equivalent). Use and access to our on-line/ electronic banking services requires the use of a browser that supports 128 bit encryption. You are responsible for the set-up and maintenance of your home computer and Internet Service Provider, which supports the encryption requirements of our home banking systems. Contact the Credit Union to see if your equipment is compatible. By requesting any electronic funds transfer, home banking, other electronic services or Transactions, by submitting any application or agreement to us electronically, or by e-mailing us, you represent that you have such equipment and software and that you can download, access, read, review, print, and store the electronic records we provide to you.

Performance of Electronic Service and Warranty Disclaimer. In no event will we be liable to you for any consequential, incidental or indirect damages arising out of the use, misuse or inability to use our services, or for any loss of any data, even if we have been informed of the possibility of such damages. Further, we make no warranty, express or implied, to you regarding your equipment, including any warranty of merchantability or fitness for a particular purpose, including but not limited to any Online Banking services provided to you under this or any other agreement with us.

We do not and cannot warrant that Online Banking will operate without errors, or that any or all Online Banking Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to Online Banking, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of the

Credit Union and its affiliates exceed the amounts paid by you for the services provided to you through Online Banking.

Electronic Signature. You consent and agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action while using any electronic service we offer; or in accessing or making any Transactions regarding any agreement, acknowledgment, consent, terms, disclosures or conditions constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to the validity of your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and the Credit Union.

Electronic Records. To facilitate electronic commerce, to reduce the expense of records storage, and to obtain the benefits of faster access to records, you acknowledge and agree that we may in our discretion store all records electronically; and that we will not retain and have no obligation to retain any original documents for any period of time. This applies to all documentation including but not limited to checks, Transaction records, notes, mortgages, deeds of trust and other loan and/or security documentation. You further acknowledge and understand that we will routinely destroy all original documentation. We may store records electronically via imaging, scanning, filming, or other technology used in the financial services industry for the storage of documentation via internal processes or third-party processors that we approve for these services. You agree that such storage shall be secure, and further agree that such records shall for all purposes be recognized and admissible in evidence or otherwise to prove the agreements, rights and obligations of the parties pursuant to any such records.

“E-Mail” and Facsimile Communications. You acknowledge and agree that the internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim or damages arising or in any way related to our response(s) to any e-mail or other electronic communication, which we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any e-mail or other electronic communication; and may respond to an e-mail at either the address provided with the communication, the e-mail address in your Membership Application or any other application or written communication actually received by us.

Any account owner, co-borrower, or Authorized user may change the e-mail address for statements or other information from us at any time. Although having no obligation to do so, we reserve the right to require authentication of e-mails or electronic communications. The decision to require authentication is in the sole discretion of the Credit Union. We will have no obligation, liability or responsibility to you or any other person or company if we do not act upon or follow any instruction to us if a communication cannot be authenticated to our satisfaction.

Further, the Credit Union may not immediately receive e-mail communications that you send. Also, we will not take action based on e-mail requests until we actually receive your message and have a reasonable opportunity to act. We reserve the right to require any notices from you be submitted to us in writing, and we may refuse to send certain information through e-mail communications. If you need to contact the Credit Union immediately regarding an unauthorized Transaction, stop payment request, or otherwise, you may call the Credit Union at 801-260-7600 or 1-800-929-7787.

Links to Other Sites. Our website may contain links to third party websites. These links are provided solely as a convenience to you and not as an endorsement by the Credit Union of the contents on such third-party websites. Credit Union is not responsible for the content or support of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third party websites. If you decide to access linked third-party websites, you do so at your own risk.

Controlling Law and Users Responsibilities. Our web site and the electronic services that we provide (excluding linked sites) are controlled by the Credit Union and/or our ASP (Access Service Provider). The Credit Union's principal office is located in the State of Utah, which law governs this Agreement. You may choose to access our web site and electronic services from any location, we make no representation that any information, materials, or functions included in our web site or via our electronic service are appropriate or authorized for use in all jurisdictions. Your access from other locations is made on your own initiative; and you are solely responsible for compliance with any applicable local laws and regulations.

UNIFORM COMMERCIAL CODE FUNDS TRANSFERS AGREEMENT AND DISCLOSURE

Summary and Definitions. This Agreement governs the movement of funds by means of funds transfers defined in Article 4A of the Uniform Commercial Code, Subpart B of Regulation J of the Board of Governors of the Federal Reserve System (generally referred to as "Fedwire" or "wholesale" wire transfers), and as may be applicable the operating rules for the National Automated Clearing House Association ("NACHA"). This Agreement does not apply to any Transaction or any part of any Transaction governed by the Electronic Funds Transfer Act and Regulation E. To the extent that the terms of this Agreement vary from the other agreements or disclosures in this Agreement, this Agreement shall govern. Further, to the extent that this Agreement varies any provision of Article 4A, Regulation J or the operating rules of NACHA, this Agreement shall govern, except where specifically prohibited by applicable law.

Services Available. You authorize us to transfer funds in accordance with your request(s) to and from your account(s) with us, or to and from another institution. Transfers shall be made according to any security procedures we deem appropriate or as specifically agreed upon as provided herein. We may debit any of the accounts you designate as a source of payment for funds transfers and any related fees and service charges. We will have no obligation to accept or execute any payment order if (1) the account(s) from which it is to be made does not contain sufficient available collected funds; (2) the payment order is not authorized or does not comply with applicable security procedures; or (3) acting in good faith we have reasonable cause for rejecting the payment order.

Person(s) Authorized to Make Transfers. You agree that you, any joint Owner of an account, or any person authorized by a written Instrument by you or any joint Owner, that is acceptable to us, may initiate, request, cancel, amend or verify transfers on your account(s). We may rely on the authority of any person(s) designated by you or any joint Owner until we receive written notice revoking or modifying that authority.

Security Procedure(s). We may establish security procedures to verify the authenticity of a payment order. You agree that the authenticity of payment orders may be verified using that security procedure unless you notify us in writing that you do not agree to that security procedure. In that event, we shall have no obligation to accept any payment order from you or other authorized parties on the account until you and the Credit Union agree in writing to an alternate security procedure. You authorize us to record any telephone communications regarding any transfer order, which we may maintain for any period of time we deem appropriate.

Time Limitations for Acceptance of Orders. We may establish and change cut-off times for the receipt and processing of funds transfer orders, amendments or cancellations. Our transfer business days and cut-off times are set forth in the Schedule, as amended from time to time. Transfer orders, cancellations or amendments received after the cut-off time may be treated as received on the next following funds transfer business day, and processed accordingly. Your request for transfer(s), amendment(s) and cancellation(s) is considered accepted when executed by us.

Cancellation or Amendment of Transfer Request(s). You may not be able to cancel or amend a request after it is received by us. However, we may, in our sole discretion, use reasonable efforts to act on your request for cancellation or amendment. Any request for cancellation or amendment is subject to applicable security procedure(s). We shall have no liability if such cancellation or amendment is not effected. Furthermore, you agree to indemnify and hold us harmless from any and all liabilities, costs and expenses we may incur in attempting to cancel or amend any transfer.

Member Instructions Identifying Beneficiary or Financial Institution. You acknowledge and agree that when you provide us with the name and account number when requesting a transfer, that payment may be made solely on the basis of the account number even if the account number identifies a beneficiary different from the beneficiary named by you. Further, payment instructions identifying a beneficiary's financial institution name, routing and transit number may result in payment solely on the basis of the routing and transit number even if the name of the institution does not correspond to said numbers. You further agree that your obligation to pay the amount of the wire transfer to us is not excused in such circumstances. Likewise, wire transfers received by us for your benefit may be paid by us only when the name on the incoming wire matches the name on the account the funds are going in to.

Account Statements and Notices. All transfers subject to this Agreement will be reflected on your periodic account statement(s). Notification of receipt of all such transfers will be provided by including such item in the periodic account statement(s) we

provide to you. You may inquire whether a specific transfer has been received at any time during our normal business hours. You agree to review each statement or other notice for any discrepancies in connection with transfers. If you think a transfer is not authorized, wrong, or if you need more information about a transfer, you must contact us in writing upon discovery of the error or within 30 days after you receive the first notice or statement that reflects the discrepancy you allege, whichever is earlier. Failure to do so will relieve us of any obligation to pay interest or otherwise compensate you for the amount of any unauthorized or erroneous transfer.

Method Used to Make the Wire Transfer. We may select any means for the transmission of funds we consider suitable, including but not limited to the Credit Union's own internal systems or Fedwire. Any subsequent financial institution may also use Fedwire. Any use of Fedwire shall be governed by applicable Fedwire regulations. The Credit Union is not responsible for performance failure as a result of an interruption in transfer facilities, labor disputes, power failures, equipment malfunctions, suspension of payment by another party, refusal or delay by another financial institution to accept the transfer, war, emergency conditions, fire, earthquake or other circumstances not within our control.

Limitation of Credit Union's Liability. In addition to any defense or exception from liability provided in this Booklet or applicable law, the Credit Union shall not be liable in any case for any special, indirect, exemplary, consequential, or punitive damages (including lost profits). Further, we shall in no case be responsible for the payment of any attorneys' fees or other legal expenses whatsoever. If we become obligated to pay dividends to you under applicable law, you agree that the dividend rate shall be equal to the dividend rate applicable to the account on which the transfer was made.

Notice of Receipt of ACH Items. Under the operating rules of the National Automated Clearing House Association which are applicable to ACH transactions involving your account, 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.

Provisional Payment. We may in our sole discretion give you a credit for automated clearing house (ACH) payments or wire transfers before we receive final settlement of the funds transfer. We reserve the right to reject any such payment or transfer without liability to you. Any such credit is provisional until we receive final settlement. If we do not receive such settlement, we are entitled to a refund from you in the amount provisionally credited.

Choice of Law. We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with Utah law and as provided in the operating rules of the National Automated Clearing House Association.

UNLAWFUL INTERNET GAMBLING ENFORCEMENT ACT (UIGEA)

Federal law, the Unlawful Internet Gambling Enforcement Act of 2006 (effective June 1, 2010) and implementing regulations prohibits any person engaged in the business of betting or wagering (as defined in UIGEA) from knowingly accepting payments in connection with the participation of another person in unlawful Internet gambling. Cyprus Federal Credit Union is required to enforce that prohibition. It is Cyprus Federal Credit Union's policy to not open any account for business members held with the intent to conduct or engage in this type of activity. If we discover or determine that an existing business member transacts or engages in unlawful internet gambling as defined by the UIGEA, we reserves the right to restrict services or terminate the account relationship.

Fair Credit Reporting Act Disclosure

As affiliates, Cyprus Federal Credit Union and Cyprus Financial Services and Insurance are permitted by law to share any information about their transactions or experiences with you. Information taken from credit reports may also be exchanged but will not be shared if you notify us in writing. If you elect to opt out of this information exchange, please indicate your intentions on the attached form and mail it as instructed.

PRIVACY NOTICE

FACTS		
WHAT DOES CYPRUS CREDIT UNION 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?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> ▪ Name, address, Social Security Number and income ▪ Account balances and payment history ▪ Account transactions and credit card or other debt <p>When you are <i>no longer</i> our member, we continue to share your information as described in this notice.</p>	
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 Cyprus Credit Union chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does Cyprus Credit Union Share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— To offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes— Information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— Information about your creditworthiness	No	We do not share
or our affiliates to market to you	No	We do not share
For nonaffiliates to market to you	No	We do not share

Questions?	Call (801) 260-7600 , toll-free (800) 929-7787 or go to <u>cypruscu.com</u>
Who we are	
Who is providing this notice?	Cyprus Credit Union
What we do	
How does Cyprus Credit Union protect my personal information?	<p>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.</p> <p>We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products and services to you. Cyprus Credit Union tests and assesses its information security measures, trains employee, and adopts upgrades and enhancements as necessary to protect your information.</p>
How does Cyprus Credit Union collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> ▪ Open an account or deposit/withdraw money ▪ Pay your bills or apply for any service ▪ Provide us information on any online application or transaction, or information you send to us by email ▪ Use your credit or debit card(s) <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> ▪ sharing for affiliates' everyday business purposes – information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ▪ <i>Cyprus Credit Union has no affiliates.</i>
Nonaffiliates	<p>Companies not related by a common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ▪ <i>Cyprus Credit Union does not share with nonaffiliates so they can market to you.</i>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ▪ <i>Our joint marketing partners include investment, insurance and financial service providers.</i>
Other important information	
<p>Cyprus Federal Credit Union does business as Cyprus Credit Union. Cyprus Credit Union reserves the right to amend this Privacy Notice at any time. The most current copy of the privacy notice is available at <u>cypruscu.com</u>.</p>	

What Members Can Do To Help

Cyprus Federal Credit Union and Cyprus Financial Services and Insurance are committed to protecting the privacy of its members and customers. You can help by following these simple guidelines:

- Protect your account numbers, card numbers, personal identification numbers (PINs) and passwords. Never keep your PIN with your debit or credit card which can provide free access to your accounts if your card is lost or stolen.
- Use caution when disclosing your account numbers, social security number, etc. to other persons. If someone calls you, explains the call is on behalf of the credit union and asks for your account number, you should beware. Official credit union staff will have access to your information and will not need to ask you for it.
- Keep your information current. It is important that we have current information on how to reach you. If we detect potentially fraudulent or unauthorized activity or use of an account, we will attempt to contact you immediately. If your address or telephone numbers change, please let us know.
- Let us know if you have questions. Please do not hesitate to call us—we are here to serve you.



CYPRUS

C R E D I T U N I O N

Operations Center

P.O. Box 9002, West Jordan, UT 84084
Fax (801) 260-7611, Toll Free 1-800-929-7787
(801) 260-7600

Jordan Landing/ Corporate Office

3876 W. Center View Way
West Jordan, UT 84084

4th South

358 S. 700 E. #A2
Salt Lake City, UT 84102

4700 South

3578 W. 4700 S.
West Valley City, UT 84118

5600 West

2769 S. 5600 W.
West Valley City, UT 84120

Centerville Wal-Mart

221 W. Parrish Lane
Centerville, UT 84014

Draper (Coming Soon)

183 East 13800 S
Draper, UT 84020

Herriman

5027 W. 13400 S.
Herriman, UT 84065

Magna

3505 S. 8400 W.
Magna, UT 84044

Midvalley

5750 S. Redwood Rd.
Salt Lake City, UT 84123

Riverton

13717 S. Redwood Rd.
Riverton, UT 84065

Sandy

9383 S. 700 E.
Sandy, UT 84070

Saratoga

74 W. State Road 73
Saratoga Springs, UT 84045

South Jordan

10400 S. Bangerter
South Jordan, UT 84095

South Jordan Wal-Mart

11328 South Jordan Gateway Rd.
South Jordan, UT 84095

St. Marks

1220 E. 3900 S. Suite 2M
Salt Lake City, UT 84124

Tooele Wal-Mart

99 W. 1280 N.
Tooele, UT 84074

Union Park

7160 S. Union Park Ave.
Midvale, UT 84047

West Jordan

1381 W. 9000 S.
West Jordan, UT 84088

West Valley

3432 W. 3500 S.
West Valley City, UT 84119

Your savings federally insured to at least \$250,000
and backed by the full faith and credit of the United States Government

NCUA

National Credit Union Administration, a U.S. Government Agency