



# **All About Your Security Service Business Accounts**

**Terms and Conditions  
Funds Availability**

**Effective February 6, 2024**



## BUSINESS ACCOUNT TERMS AND CONDITIONS

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT** - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. In some instances, we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law. In accordance with the USA PATRIOT Act, if we are unable to verify the information provided to us at the time of account opening, your account may be closed within 30 days.

**BENEFICIAL OWNERSHIP** - Federal regulation also requires us to obtain, verify, and record information about the beneficial owners and control person of legal entities. For this purpose, a legal entity includes a corporation, limited liability company (LLC), partnerships (including limited partnerships) or other similar entity that is created by a filing of a public document with a Secretary of State or similar office. Legal entity does not include sole proprietorships, unincorporated associations, or natural persons opening accounts on their own behalf. Beneficial owner is each individual, if any, who owns, directly or indirectly, 25 percent or more of the equity interests of the legal entity. The control person is an individual with significant responsibility for managing the legal entity customer (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer).

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. We will also ask for similar information for each beneficial owner and the control person of the legal entity. We may also ask you for identification documents for the beneficial owners and the control person. You are required to notify us immediately of any change including, but not limited to, the business structure, business ownership, beneficial ownership or the control person. A new certification form may be required.

### GENERAL TERMS

**AGREEMENT** - This document, along with any other documents we give you pertaining to your account(s), is a contract (also referred to as "this agreement") that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you open the account (whether in-person, electronically, or by any other method permitted by us) continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this agreement. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state of Texas and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this agreement is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the Member Agreement for your account or in some other document. Nothing in this agreement is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this agreement the words "we," "our," "credit union" and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this agreement are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this agreement should be construed so the singular includes the plural and the plural includes the singular. "Party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent.

**BYLAWS** - Our bylaws, which we may amend from time to time, establish basic rules about our credit union policies and operations which affect your account and membership. You may obtain a copy of the bylaws on request. Our right to require you to give us notice of your intention to withdraw funds from your account is described in the bylaws. Unless we have agreed otherwise, you are not entitled to receive any original item after it is paid, although you may request that we send you an item(s) or a copy of an item(s). Dividend rates are approved by the Board of Directors.

**AMENDMENTS AND TERMINATION** - We may change our bylaws and any term of this agreement. Rules governing changes in rates are provided separately in the Business Accounts disclosure. For other changes we will give you reasonable notice in writing or by any other method permitted by law. We may close this account if your membership in the credit union terminates, or by giving reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. You are responsible for leaving enough money in the account to cover any outstanding items and charges to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we may immediately freeze or close your account and then give you notice. At our option, we may suspend your rights to member services if you violate the terms of this agreement. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

**NON-WAIVER CLAUSE** - The failure by us to enforce at any time any of the provisions of any agreement you have with us, including this agreement, or to require at any time performance by you of any of the provisions of any agreement you have with us, including this agreement, shall in no way be construed to be a waiver of such provisions or to affect either the validity of any agreement you have with us, including this agreement, or any part thereof, or our right thereafter to enforce each and every provision of such agreements in accordance with their terms.

**LIABILITY** - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each account holder also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

**LIABILITY FOR FAILURE TO MAKE TRANSFERS** - If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your reasonable and direct losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If the funds are subject to legal process or other encumbrance restricting such transfer.
- (3) If the transfer would go over the credit limit on your overdraft line.
- (4) If the automated teller machine where you are making the transfer does not have enough cash.
- (5) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (6) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken.
- (7) If any authorized signer on the account has made an oral or written request to stop any and/or all transactions.
- (8) If transactions are stopped for security reasons.
- (9) If we suspect the credit union may incur a loss if your accounts can be accessed with your card. In such cases, your card may be recalled or its use limited.
- (10) If your debit card has expired, is damaged or has been retained by the ATM due to the entry of an incorrect PIN.
- (11) If the account from which you have authorized automatic transfers is closed.
- (12) You schedule your transmit date to occur during the grace period for that merchant/payee. We will not be responsible for any late fees associated with payments which have scheduled due dates after the due date on the bill. This is the case even if the vendor allows a "grace period." You may schedule payments during the "grace period," but any late charges associated with payments scheduled as such will be your responsibility regardless of the cause of the late payment.
- (13) There may be other exceptions stated in our agreement with you.

**WITHDRAWAL OF SERVICES** - In the event that you cause a loss to the credit union, or make known your intention to cause a loss to the credit union, whether by loan default, account overdraft, or otherwise; or, in the event that you have been abusive in your actions or in conducting your affairs with the credit union, we may, at our option, withdraw member services from you. Such member services may include, but not be limited to, the right to maintain accounts at the credit union (except a primary Savings account), the right to payment of dividends, and the availability of electronic funds transfer services including pre-authorized transfers, telephone, and computer access services, online and mobile banking services, Mastercard® Debit Card, and ATM services. Under certain circumstances, services may be reinstated if any loss caused to the credit union is subsequently cured.

In the event you use your Account or Card to obtain a service or effect a transaction that is illegal under the law of any jurisdiction where originated, effected, or accomplished will be a default and breach of this Agreement. As a result, the credit union may terminate the Account, access to services, or withdraw the right to use your Card or other access devices issued to you. If illegal usage of your Account/Card occurs, you waive the right to sue the credit union and agree to indemnify and hold the credit union harmless from any suits or other legal action or liability which may be asserted, directly or indirectly, against the credit union arising out of or resulting from the illegal use of the Account/Card.

**RIGHT OF OFFSET** - You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may offset any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

In addition to these contract rights, we may also have rights under a "statutory lien. A "lien" on property is a creditor's right to obtain ownership of the property in the event a debtor defaults on a debt. A "statutory lien" is one created by federal or state statute. If federal or state law provides us with a statutory lien, then we are authorized to apply, without prior notice, your shares and dividends to any debt you owe us, in accord with the statutory lien.

Neither our contract rights nor rights under a statutory lien apply to this account if prohibited by law. For example, neither our contract rights nor rights under a statutory lien apply to this account if: (a) it is an Individual Retirement Account or similar tax deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal arises only in a representative capacity, or (d) the debt is created by a home equity loan. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

We may impose early withdrawal penalties on a withdrawal from a time account even if you do not initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our offset against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. The penalty for early withdrawals is disclosed in the Business Accounts disclosure, which accompanies this Agreement and is hereby incorporated by reference.

**LEGAL ACTIONS AFFECTING YOUR ACCOUNT** - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action as required by applicable law. However, nothing in this agreement shall be construed as a waiver of any rights you may have under applicable law with regards to such legal action. Subject to applicable law, we may, in our sole discretion, choose to freeze the assets in the account and not allow any payments or transfers out of the account, or take other action as may be appropriate under the circumstances, until there is a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action and applicable law. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees, and our internal expenses) may be charged against your account, unless otherwise prohibited by applicable law. The list of fees applicable to your account(s) - provided elsewhere - may specify additional fees that we may charge for responding to certain legal actions.

### **ARBITRATION AND JUDICIAL DISPUTE RESOLUTION**

**To the extent allowed by law, all claims or controversies arising between you and the credit union shall be subject to arbitration. ARBITRATION IS FINAL AND BINDING ON THE PARTIES AND SUBJECT TO ONLY VERY LIMITED REVIEW BY A COURT. IN ARBITRATION THE PARTIES ARE WAIVING THEIR RIGHT TO LITIGATE IN COURT, INCLUDING THEIR RIGHT TO A JURY TRIAL. IF YOU HAVE ANY QUESTIONS ABOUT ARBITRATION, CONSULT AN ATTORNEY OR THE AMERICAN ARBITRATION ASSOCIATION. YOU AGREE AND UNDERSTAND (I) THAT YOU AND WE ARE BOTH GIVING UP THE RIGHT TO TRIAL BY JURY AND (II) THAT YOU AND WE ARE PRECLUDED FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION OR JOINING OR CONSOLIDATING THE CLAIMS OF OTHER PERSONS (THE "CLASS ACTION WAIVER").**

- (a) A "Dispute" is any claim or controversy, including a claim or controversy based on or arising from an alleged tort, between or among the parties and their assigns, including but not limited to disputes arising out of or relating to this agreement, the arbitration provisions, or any products or services you have with the credit union including any related agreements or instruments ("Related Documents") which cover any of your products or services. A Dispute will, at the request of any party be resolved by binding arbitration in accordance with the applicable arbitration rules of the American Arbitration Association. The American Arbitration Association will administer each arbitration or if the American Arbitration Association declines to administer a Dispute then such other administrator, as you and we mutually agree, will administrate the Dispute (the "Administrator"). If you and we are unable to agree on an Administrator, the Administrator will be selected by a court of competent jurisdiction. The arbitration provisions and the Class Action Waiver will survive any termination, amendment, or expiration of this agreement or Related Documents. The arbitration provisions take the place of any prior arbitration agreement between or among the parties and supersedes any other dispute mechanism contained in any Related Documents. If any part of the arbitration provisions should be determined to be unenforceable, all other parts of the arbitration provisions shall remain in full force and effect.
- (b) The arbitration proceedings will be conducted in San Antonio, Texas; or, for Colorado residents, Denver, Colorado or, for Utah residents, Salt Lake City, Utah at a place to be determined by the Administrator. Each claim you make for arbitration must include your name and address on file with us, an account number you have with us, and a short and plain statement of the claims asserted and the relief sought. The parties agree that Federal Rule of Civil Procedure 11 shall apply to the arbitration proceeding, including that the claims and relief sought are neither frivolous nor brought for an improper purpose. The Administrator and the arbitrator(s) will have the authority to the extent practicable to take any action to require the arbitration proceeding to be completed and the arbitrator(s)' award issued. The arbitrator(s) will have the authority to impose sanctions on any party that fails to comply with time periods imposed by the Administrator or the arbitrator(s), including the sanction of summarily dismissing any Dispute or defense with prejudice. The arbitrator(s) will have the authority to resolve any Dispute regarding the terms of this agreement, the arbitration provisions, or Related Documents, including any claim or controversy regarding the arbitrability of any Dispute. All limitation periods applicable to any Dispute or defense, whether by statute or agreement, will apply to any arbitration proceeding and the arbitrator(s) will have the authority to decide if any Dispute or defense is barred by a limitations period. You and we both acknowledge that the Class Action Waiver is a material and essential provision to the arbitration of disputes between us and is non-severable from the agreement to arbitrate. If the Class Action Waiver is limited, voided, or found unenforceable, then the arbitration provisions (except for this sentence) will be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. You and we acknowledge and agree that under no circumstances will a class action be arbitrated.
- (c) The arbitrator(s) will be selected by the Administrator. The arbitrator(s) will have expertise in the subject matter of the Dispute and must be licensed attorneys in the state where the arbitration is held. Where three arbitrators conduct an arbitration proceeding, the Dispute will be decided by a majority vote of the three. The arbitrator(s), either during the arbitration proceeding or as part of the arbitration award, also may grant temporary or additional remedies including but not limited to an award of injunctive relief, foreclosure, sequestration, attachment, replevin, garnishment, or the appointment of a receiver.
- (d) No part of the arbitration provisions or any other provision of this agreement, nor the exercise of any rights hereunder, will limit the right of any party to: (1) judicially or nonjudicially foreclose against any real or personal property collateral or their security; (2) exercise self-help remedies, including but not limited to repossession and offset rights; or (3) obtain from a court having jurisdiction over any provisional or ancillary remedies including but not limited to injunctive relief, foreclosure, sequestration, attachment, replevin, garnishment, or the appointment of a receiver. Such rights can be exercised at any time. The exercise of such rights will not constitute a waiver of the right to submit any Dispute to arbitration.
- (e) Notwithstanding the applicability of any other law to this agreement, the arbitration provisions, or Related Documents between or among the parties, the Federal Arbitration Act, 9 U.S.C. § 1 et seq., will apply to the construction and interpretation of the arbitration provisions.
- (f) A Dispute that is not submitted to arbitration will be decided by a judge without a jury as permitted by law.
- (g) Any action or proceeding regarding a Dispute not submitted by arbitration must be brought in San Antonio, Texas or, for Colorado residents, Denver, Colorado or, for Utah residents, Salt Lake City, Utah.

- (h) You must bring any Dispute against us within two years after the cause of action arises, unless federal or state law or this or any other agreement between us provides for a shorter time. This limit is in addition to limits on notice as a condition to bringing a Dispute. If applicable law does not permit contractual shortening of the time during which a Dispute must be made to a period as short as two years, you and we agree to the shortest permitted time under that law.
- (i) In no event will we be liable to you in any Dispute for any special, consequential, indirect, or punitive damages, unless the restriction of such damages is prohibited by law.

## **ACCOUNT INFORMATION**

**NCUA INSURANCE** - Funds in your account(s) with us are insured by the National Credit Union Administration (NCUA) and backed by the full faith and credit of the United States. Funds deposited by a corporation, partnership, or unincorporated association are insured up to a maximum of \$250,000 and are insured separately from the personal accounts of the stockholders, partners, or members. Separate accounts owned by the same entity, but designated for different purposes, are not separately insured, but are added together and insured up to \$250,000. Deposits owned by a business that is a sole proprietorship are insured as the single account deposits of the person who is the sole proprietor. Funds deposited in the sole proprietorship's name are added to any other single accounts of the sole proprietor, and the total is insured to a maximum of \$250,000. If you want a more detailed explanation or additional information, you may ask us or contact the NCUA. You can also visit the NCUA website at [www.ncua.gov](http://www.ncua.gov) and click on the Share Insurance link. The link includes detailed contact information and a share insurance estimator.

**MONITORING AND RECORDING TELEPHONE CALLS** – Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record, and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

**CONSENT TO RECEIVE COMMUNICATIONS** - To provide you with the best possible service in our ongoing business relationship for your account(s) we, including our agents and assigns, may need to contact you about your account(s) from time to time. You authorize us to contact you regarding your account(s) throughout its existence using any telephone numbers, mailing or email addresses that you provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device, in writing, including mail and email.

You may change or remove any of the telephone numbers, mailing or email addresses at any time by writing or calling us at the contact information provided within this document, unless we agree otherwise. You agree to promptly notify us of any change in telephone number, mailing or email address.

**ACCOUNT TRANSFER** - This account may not be transferred or assigned without our prior written consent.

**CREDIT VERIFICATION** - You agree that we may verify credit history by any necessary means, including preparation of a credit report by a credit reporting agency.

**ACCOUNT OWNERSHIP** - We make no representations as to the appropriateness or effect of the ownership, except as they determine to whom we pay the account funds. We reserve the right to refuse some forms of ownership on any or all our accounts. On all multiple party accounts, all rights and responsibilities contained in this agreement or in any other agreement applicable to the multiple party account, whether consented to by one or more owners of the multiple party account, apply to each owner and can be enforced or agreed upon by the credit union against/between either owner individually or all owners collectively. For example, the credit union may close an account, enter into special agreements, stop payments on any check and exercise its right to impress and enforce a statutory lien on shares based upon any single owner's request or action.

You hereby agree that if you establish a primary savings account and list any joint owners or authorized signers on said account, that each owner or authorized signer will be authorized to access information available on bank statements relating to any accounts or sub-accounts you establish, including the primary savings account, whether at the time of account opening or subsequently. If more than one person owns an account, the owners agree that the account will be owned between them as a Multiple-Party Account with Right of Survivorship. If the owners of a joint account do not desire to own the account as a Multiple-Party Account with Right of Survivorship, then each owner must designate in writing to Security Service Federal Credit Union (SSFCU) that the joint account will be owned between them as a Multiple-Party Account without Right of Survivorship.

Based on the ownership type (Sole Proprietorship, General Partnership, etc.), the Member Agreement may specify how funds in your account will pass in the event of your death. You may not control the disposition of funds held in some of the account types explained in this Agreement. If the account number provided in the upper right-hand corner of your Member Agreement ends in a "00" (the "Savings Account"), then the ownership type/rights at death designation specified on the Member Agreement will remain the same for all accounts you have that contain the same beginning eight (8) numbers as the Savings Account (a "Sub Account"). If the Member Agreement is for a Sub Account, then the ownership type/rights at death designation specified on the Member Agreement will govern only that Sub Account. If you do not want your Savings Account ownership type/rights to govern a Sub Account, you must sign a separate agreement for that Sub Account. A new Member Agreement replaces all previous agreements applicable to the account number in the upper right-hand corner of the Member Agreement.

### **Sole Proprietorship**

**SINGLE-PARTY ACCOUNT WITHOUT "P.O.D." (PAYABLE ON DEATH) DESIGNATION** - The party to the account owns the account. On the death of the party, ownership of the account passes as a part of the party's estate under the party's will or by intestacy.

**SINGLE-PARTY ACCOUNT WITH "P.O.D." (PAYABLE ON DEATH) DESIGNATION** - The party to the account owns the account. On the death of the party, ownership of the account passes to the P.O.D. beneficiaries of the account. The account is not a part of the party's estate.

## **Partnerships**

**MULTIPLE-PARTY ACCOUNT WITHOUT RIGHT OF SURVIVORSHIP** - The parties to the account own the account in proportion to the parties' net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of a party, the party's ownership of the account passes as a part of the party's estate under the party's will or by intestacy.

**MULTIPLE-PARTY ACCOUNT WITH RIGHT OF SURVIVORSHIP** - The parties to the account own the account in proportion to the parties' net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of a party, the party's ownership of the account passes to the surviving parties.

**MULTIPLE-PARTY ACCOUNT WITH RIGHT OF SURVIVORSHIP AND "P.O.D." (PAYABLE ON DEATH) DESIGNATION** - The parties to the account own the account in proportion to the parties' net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of the last surviving party, the ownership of the account passes to the P.O.D. beneficiaries.

**BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS** - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

**FIDUCIARY ACCOUNTS** - Accounts may be opened by a person acting in a fiduciary benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

**PLEDGES** - Any owner on the account may pledge funds in the account for any purpose to which we agree; however, all account owners must approve to pledge funds and be a guarantor against the pledge. Any pledge of this account must first be satisfied before the rights of any other account owner or account beneficiary become effective.

**ADDRESS OR NAME CHANGES** - You agree to promptly notify us of any change in your name, physical mail or email address or other information we use to communicate with you. Unless we agree otherwise, change of address or name may be required to be provided in writing by at least one of the account holders. It is not sufficient to inform us of your address or name change on a check reorder form. Any communication we send to you at an address shown on our records will be binding on you for all purposes. You waive and hold SSFCU harmless from any and all claims related to your failure to notify us of any change of your name, physical mail, email address or other information we use to communicate with you. If any statement, voucher, notice, or other mail is returned as "Undeliverable" by the U.S. Mail, you understand that we may destroy it. If we are unable to locate you due to incorrect addresses or name we may impose a fee for attempts to locate you.

**DEATH OR INCOMPETENCE** - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to 10 days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

**POWER OF ATTORNEY** - As allowed by law, you agree that we shall be under no obligation to recognize and honor any power of attorney which authorizes someone to deal with your account on your behalf and we reserve the right to limit account services accessible with a power of attorney. If someone authorized by you presents a power of attorney to us, it must be given in a form satisfactory to us. We have no duty or agreement whatsoever to monitor or insure that the acts of your agent pursuant to a power of attorney are for your benefit.

**CONFLICTING DEMANDS/DISPUTES** - If conflicting demands over the ownership or control of an account or funds deposited within an account arise, including, but not necessarily limited to, demands, claims, actions, or law suits initiated by either third parties or other account holders surrounding your account, or we are unable to determine any person's continuing authority to give instructions, we may, at our sole discretion: (1) freeze the account and withhold payment from all of you until we receive written proof (in form and substance satisfactory to us) of your right and authority over the account and its funds; (2) require the signatures of all of you for the withdrawal of funds, the closing of an account, or any change in the account regardless of the number of authorized signers on the account; (3) request instructions from a court of competent jurisdiction at your expense regarding the ownership or control of the account; and/or (4) continue to honor checks and other instructions given to us by the individuals who appear as authorized signers according to our records. In no event will we be liable for any delay or refusal to follow instructions that occurs as a result of a dispute or uncertainty over the ownership or control of your account. We may return checks and other items, marked "Refer to Maker" (or similar language), in the event there is a dispute or uncertainty over an account's ownership or control.

**UNCLAIMED PROPERTY** - The law establishes procedures under which unclaimed property must be surrendered to the state. (We may have our own rules regarding dormant accounts, and if we charge a fee for dormant accounts, it will be disclosed to you elsewhere.) Generally, the funds (including property contained within safe deposit boxes) in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

**WAIVER OF NOTICES** - To the extent permitted by law, you waive any notice of nonpayment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit a check and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by Federal Regulation CC or other law.

**CHECK CASHING** - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

**RESOLVING ACCOUNT DISPUTES** - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

**NOTICES** - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Any written notice we give you is effective when it is deposited in the U.S. Mail or by electronic mail if you have agreed to receive notices electronically. Notice will be provided to the physical address or email address provided by you to receive your statements. Notice to any account holder is notice to all account holders and is effective whether or not received by you.

**INSTRUCTIONS FROM YOU** - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission, email, voicemail, or phone call to a facsimile number, email address, or phone number not designated by us for a particular purpose or for a purpose that is unrelated to the request or instruction.

## ACCOUNT TRANSACTIONS

### DEPOSITS

We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. If you deliver a deposit to us and you will not be present when the deposit is counted, you must provide us an itemized list of the deposit (deposit slip). To process the deposit, we will verify and record the deposit, and credit the deposit to the account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, we will notify you of the discrepancy. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party indorsers to verify or guarantee their indorsements or indorse in our presence.

SSFCU is unable to accept Electronic Check Images (ECI) for deposit however, if one is deposited we may chargeback the item. ECIs do not meet the check processing standards due to the absence of MICR ink and the size of the item.

**Reimbursement of Federal Benefit Payments** - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

### WITHDRAWALS

**Generally** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

**Postdated Checks** - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check.

**Checks and Withdrawal Rules** - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

See the Funds Availability Policy disclosure for information about when you can withdraw funds you deposit. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.



**Multiple Signatures, Electronic Check Conversion, and Similar Transactions** - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions, the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the check to examine the signatures on the item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

## **FUND TRANSFERS**

**Automated Clearing House (ACH) and Wire Transfers** - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer 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 ACH 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 we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit 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. In the event that Business ACH origination services are offered, a separate written, signed agreement may be required. For Wire Transfers, see the Wire Transfers Agreement in Appendix A.

**Fund Transfers Initiated by Third Parties** - You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the ACH or other payments network.

**Unauthorized Business ACH Transfers** - In the event of an invalid or unauthorized ACH debit, businesses have until 3 p.m. CT on the business day after the ACH transaction posting date to complete the required documentation to dispute the transaction. After this time period, the business will need to resolve directly with the originator/merchant.

**Preauthorized Stop Payments** - If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed on the last page of this disclosure in time for us to receive your request three business days or more before the payment is scheduled to be made. You can call to place a temporary stop payment valid for 14 days, or extend the stop payment period by submitting an ACH Stop Payment form. The maximum time frame for a stop payment is six months from the maintenance date when we receive the form. Upon expiration you may extend the stop payment for an additional six months by submitting a new ACH Stop Payment form.

We will charge you for each stop-payment order you give.

**Notice of Varying Amounts** - If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

**Preauthorized Credits** - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 1-800-527-7328 in the United States or Canada to find out whether or not the deposit has been made.

**International ACH Transactions (IAT)** - Financial institutions are required by law to scrutinize or verify any IAT that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

## **DEBIT MASTERCARD®**

**ATM/Point-of-Sale Transactions.** On accounts linked to your Debit Mastercard®, you can withdraw or transfer funds or make a deposit at an ATM. You may also use your Debit Mastercard® to purchase goods (in person or by phone), pay for services (in person or by phone) or perform other transactions that a participating merchant will accept. The following daily limits apply:

- ATM withdrawals: \$1,500.00
- Point-of-Sale transactions: \$12,000.00

**Advisory Against Illegal Use** - You may use your Security Service Federal Credit Union Mastercard®-branded debit card, hereinafter referred to as "Card" to conduct most transactions or obtain any credit union service permitted by law. Your Card may not be used for Internet gambling transactions. The credit union will decline all known Internet gambling transaction requests. The credit union may also decline all transactions with a mismatched expiration date and transactions that are hand-keyed if the hand-keyed transaction is for any type of betting, including lottery tickets, casino gaming chips, off-track betting and wagers. You agree that the use of the Card to obtain a service or effect a transaction that is illegal under the law of any jurisdiction where originated, effected, or accomplished will be a default and breach of this Agreement. As a result, the credit union may terminate the access to the service or withdraw the right to use the Card and/or demand the return of all Cards or other access devices issued to you. If illegal usage of your Card occurs, you waive the right to sue the credit union and agree to indemnify and hold the credit union harmless from any suits or other legal action or liability which may be asserted, directly or indirectly, against the credit union arising out of or resulting from the illegal use of the Card.

**Automatic Billing Updater (ABU)** - SSFCU subscribes to the Mastercard® ABU program and SSFCU provides updated card information to the Service. Merchants who may participate in the ABU program will receive updated cardholder information for recurring card transactions. Information such as your expiration date, card number (if the original card was lost/stolen/transferred) and closed card notifications are updated with this service and communicated directly to participating merchants with whom you have recurring payments. To ensure your payments continue uninterrupted, we recommend you notify each merchant of any card changes since not all merchants do not subscribe to this service.

## **Currency Conversion and Related Fees**

**Currency Conversion** - If you initiate a transaction with your Mastercard®-branded debit card in a currency other than US Dollars, Mastercard will convert the charge into a US Dollar amount. The Mastercard currency conversion procedure is based on rates observed in

the wholesale market or, where applicable, on government-mandated rates. The currency conversion rate Mastercard generally uses is the rate for the applicable currency that is in effect on the day the transaction occurred. However, in limited situations, particularly where Mastercard transaction processing is being delayed, Mastercard may instead use the rate for the applicable currency in effect on the day the transaction is processed.

**Related Fees** - Mastercard® may charge us a Currency Conversion Assessment for performing the currency conversion. In addition, Mastercard® charges us an Issuer Cross- Border Assessment on all cross-border transactions regardless of whether there is a currency conversion. As a result, we may charge you a Currency Conversion fee and a Cross- Border Transaction fee. The Cross-Border Transaction fee is charged on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction that occurs at a card acceptance location in a different country from the country in which the card was issued. This means a cross-border transaction can occur even though the transaction is made when you are not in a foreign country. For example, a transaction made online with a foreign merchant is a cross-border transaction even though made while you are physically in the United States.

Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

**ONLINE BANKING/MOBILE BANKING TRANSACTIONS** - You may access your account(s) by computer at our website address or through our mobile application using your access code and your user ID. You can obtain account balances, order checks, or perform transactions such as, transfers between accounts, or request bill payments.

#### **OTHER**

**Check Stop Payments** - The rules in this section cover stopping payment of personal checks and drafts. We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law; it must be made in a dated, authenticated record that describes the item with certainty. We must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. To be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not. Your stop-payment order is effective for six months. Your order will lapse after that time if you do not renew the order, in writing if requested, before the end of the six-month period. We are not obligated to notify you when a stop-payment order expires. We will charge you for each stop payment order you submit.

If you stop payment on an item and we incur any loss, claims, damages, or costs because of the stop payment, you agree to indemnify us for those losses, claims, damages and costs, including court costs and reasonable attorneys' fees which the credit union may suffer or incur by reason of not paying said item. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

You agree that payees may convert paper checks to electronic ACH transactions. In these situations, these stop payment rules will not apply. A stop payment order you make on a paper check will not stop payment on the item if the paper check is converted to an ACH transaction and the ACH is submitted to us for payment. You agree to carefully review your statement and provide the credit union notice of any such payment within 60 days of its occurrence or the payment cannot be returned.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash, or we certified the item).

Rules for stopping preauthorized payments are described above. Other stop payment rules may be established by law or our policy.

**Lost, Destroyed, or Stolen Certified, Cashier's, or Teller's Checks** - Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen certified, cashier's or teller's check. To assert the claim: (a) you must be the remitter (or drawer of a certified check) or payee of the check, (b) we must receive notice from you describing the check with reasonable certainty and asking for payment of the amount of the check, (c) we must receive the notice in time for us to have a reasonable opportunity to act on it, and (d) you must give us a declaration (in a form we require) of your loss with respect to the check. You can ask us for a declaration form. Even if all of these conditions are met, your claim may not be immediately enforceable. We may pay the check until the ninetieth day after the date of the check (or date of acceptance of a certified check). Therefore, your claim is not enforceable until the ninetieth day after the date of the check or date of acceptance, and the conditions listed above have been met. If we have not already paid the check, on the day your claim is enforceable we become obligated to pay you the amount of the check. We will pay you in cash or issue another certified check. At our option, we may pay you the amount of the check before your claim becomes enforceable. However, we will require you to agree to indemnify us for any losses we might suffer. This means that if the check is presented after we pay your claim, and we pay the check, you are responsible to cover our losses. We may require you to provide a surety bond to assure that you can pay us if we suffer a loss.

### **INDORSEMENTS AND SIGNATURES**

**RESTRICTIVE LEGENDS OR INDORSEMENTS** - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement.

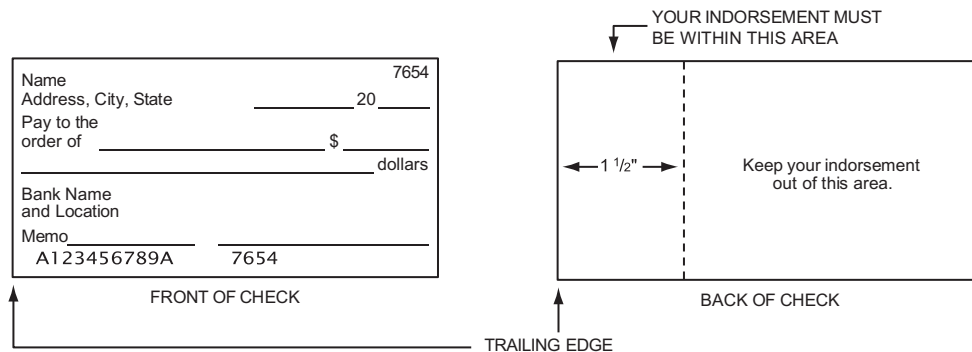
**TRANSACTIONS BY MAIL** - You may deposit checks by mail. You should indorse the check being sent through the mail with the words "For Deposit Only" and should include your correct account number underneath to ensure the check is credited to the correct account. You should use the pre-encoded checking deposit slips found behind your checks in your checkbook. If you do not use your deposit slip or provide us with instructions indicating how or where the check should be credited, we may apply it to any account or any loan balance you have with us or we may return the check to you. Receipts for such transactions will be mailed to you only if a self-addressed stamped envelope is provided. Following your deposit, examine your statement carefully or call us to ensure that we received the item. Do not send cash through the mail for deposit.

**FACSIMILE SIGNATURES** - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

**INDORSEMENTS** - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g., additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge.



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsement. These indorsement guidelines apply to both personal and business checks.

See the SSFCU Mobile Banking Application Services Agreement for specific requirements related to mobile deposits.

## **TRANSACTION PROCESSING**

### **UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) FEES**

**Generally** - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions. An overdrawn account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

If you use our Member Overdraft Privilege and we cover a transaction for which there is not enough money in your account to pay, we will consider that an overdraft. We treat all other transactions for which there is not enough money in your account as an NSF transaction.

Member Overdraft Privilege may be available for checks, bill payments, recurring debit card payments, and other transactions made using your checking account number.

We may also authorize and pay ATM transfers and/or withdrawals, as well as, one-time debit card transactions. For more details on the Member Overdraft Privilege program, see the Overdraft and Nonsufficient Funds (NSF) Program Disclosure which accompanies this Agreement and is hereby incorporated by reference.

**Determining Your Available Balance** - We use the "available balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your "available" balance may not be the same as your account's "current" balance. This means an overdraft, or an NSF transaction could occur regardless of your account's current balance.

Your account's current balance only includes transactions that have settled to that point in time, that is, transactions (deposits and payments) that have posted to your account. The current balance does not include outstanding transactions (such as checks that have not yet cleared, electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the current balance for your account as of the statement date.

Your available balance is the most current record SSFCU has about the funds available for withdrawal from your account. In determining if you have sufficient funds in your available balance to cover a transaction, SSFCU will consider all transactions that have posted to your account, authorized transactions that have not yet posted to your account (such as debit card transactions) called "authorization holds", and any holds placed on your deposits. For more information on authorization holds and how holds placed on funds in your account can impact your available balance, read the subsection titled "Authorization Holds" below.

**Authorization Holds** - We are permitted to place a temporary hold against funds in your account related to a debit card transaction authorization request by the ATM, point-of-sale location, or other payee. This type of hold is an authorization hold and it will be subtracted from the available balance in your account in chronological order by the date and time the authorization request was received by SSFCU from the ATM, point-of-sale location, or other payee.

In the case of point-of-sale locations such as gas stations, hotels, and restaurants, the authorization hold requested by that point-of-sale location may be different than the actual transaction amount because the actual transaction amount may not be known by such point-of-sale location when it sends an authorization request to us. In such cases, there may be no authorization hold or the amount of the authorization hold may be different from the final transaction amount posted to your account.

We may place an authorization hold on your account for up to three business days or such other period of time permitted by payment network rules governing your transaction from the time of the authorization until the transaction is submitted to SSFCU for payment from your account. If the authorized transaction is not submitted for payment from your account during the authorization hold period, SSFCU will release the authorization hold, which will increase your available balance until the transaction is submitted to us for payment from your account. The expiration of the authorization hold does not mean that the transaction will not post; the transaction can still be presented for payment.

Certain transactions including, but not limited to online, phone and mail order transactions may have a longer authorization hold on your account. Additionally, some internet, phone and mail order merchants may send items in multiple shipments. When this happens, a single authorization is placed on the account and the authorization hold amount may be reduced as each item ships until the authorization amount is reduced to \$0 or the authorization hold expires.

**Overdrafts** - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So, you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or linked coverage from another account you have with us. You agree that we may charge fees for overdrafts. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees. The amounts of the overdraft fee is disclosed in the SSFCU Fee Schedule for Business Accounts, which accompanies this Agreement and is hereby incorporated by reference.

**Nonsufficient Funds (NSF) Fees** - If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money available in your account, and we decide not to pay the item or transaction, you agree that we can charge you an NSF fee for returning the payment. Be aware that such an item may be presented multiple times and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an NSF fee each time an item is presented if the amount of money available in your account is not sufficient to cover the payment. As an exception, if an ACH preauthorized transfer is represented for payment and is properly coded by the merchant, we will not charge another NSF fee or an OD fee for the item or transaction. However, for all other representations including those ACH preauthorized transfers not properly coded by the merchant, you agree that if the amount of money available in your account is not sufficient when the item or transaction is presented or represented that we may 1) charge you an NSF fee each time the item or transaction is presented or represented or 2) charge you an OD fee if the Member Overdraft Privilege is used to cover the item or transaction. The NSF and OD fee amounts are disclosed in the SSFCU Fee Schedule for Business Accounts, which accompanies this Agreement and is hereby incorporated by reference.

**Payment Types** - Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. All these payment types can use different processing systems, and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account. For information about how and when we process these different payment types, see the "Payment order of items" subsection below.

**Funds Availability** - Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our funds availability disclosure (generally titled, "Your Ability to Withdraw Funds") for information on when different types of deposits will be made available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

**Balance Information** - Keeping track of your balance is important to avoid making transactions or writing checks or drafts without sufficient funds available for withdrawal and incurring the resulting fees. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online, accessing your account information by phone, etc.

**Payment Order of Items** - The law permits us to pay items, such as debit card transactions, over-the-counter checks, withdrawals and wire transfers, closing withdrawals, internal SSFCU transfers and account and transaction fees, ACH transactions, and checks (each an "Item Type"), drawn on your account in any order and we reserve the right to change the methods used to prioritize the payment order of items without providing you with advance notice of such a change.

However, to assist you in handling your account with us, we are providing you with the following information regarding how we process items: When processing items drawn on your account, our policy is to pay items first according to their Item Type. Then, within each Item Type, the smallest items are paid first. Item Types are paid in the following order:

- (1) Debit Card transactions - these are ATM withdrawals and signature-based debit card transactions, PIN-based debit card transactions, and card-not-present debit card transactions made over the telephone, Internet, or other mode of communication,
- (2) Over-the-counter checks - these are checks drawn on your account and presented for payment at an SSFCU location or via remote deposit capture,
- (3) Withdrawals from your account made by withdrawal slip, including third-party money transmissions (such as Western Union), and wire transfer requests completed by you,

- (4) Internal SSFCU transfers between linked accounts (which are transfers you make from one SSFCU account to another as authorized by SSFCU, including loan accounts) and fees you incur on your account or fees that you incur as a result of a transaction on your account,
- (5) ACH transactions,
- (6) Checks (which excludes over-the-counter checks), and
- (7) Closing withdrawals (these are funds you withdraw to close out your account relationship with SSFCU).

The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. Items are processed on business days, which are Monday through Saturday, except federal holidays. Items transacted on Sundays and federal holidays are considered next business day transactions. These items are combined together and processed in the order noted above on the next business day.

**CHECK PROCESSING** - We process items mechanically by relying almost exclusively on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item.

**STALE-DATED CHECKS** - We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

**TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES** - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

## ACCOUNT SECURITY

It is your responsibility to protect the account number(s) and access device(s) (e.g., debit card and/or PIN) for your account(s). Do not discuss, compare, or share information about your account number(s) or access device(s) with anyone unless you are willing to give them full use of your money. Checks and electronic withdrawals are processed by automated methods, and anyone who obtains your account number or access device could use it to withdraw money from your account, with or without your permission.

You agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss.

**Account Numbers** - Thieves can encode your account number on a check which looks and functions like an authorized check and can be used to withdraw money from your account. Your account number can also be used to issue a "remotely created check." Like a typical check, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a draft or check that can be used to withdraw money from your account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). If you have truly authorized the remotely created check (to purchase a service or merchandise, for example), it is properly payable. But it can be risky to authorize a remotely created check. A swindler could issue a remotely created check in an amount greater than you authorized, or issue additional remotely created checks that you have not authorized. We will not know if the withdrawal is unauthorized or in an amount greater than the amount you have authorized. Payment can be made from your account even though you did not contact us directly and order the payment.

**Access Devices** - If you furnish your access device and grant actual authority to make transfers to someone who then exceeds that authority, you will be liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Please review the additional information you have received or will receive regarding transfers by access device.

**Blank Checks** - You must also take precaution in safeguarding your blank checks. Notify us at once if you think your blank checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself, or share the loss with us if we failed to use ordinary care which substantially contributes to the loss.

## ACCOUNT STATEMENTS

Your statement will show the transactions that occurred in connection with your account during the statement period. Canceled checks will not be returned. Copies of canceled checks will be available at an additional charge.

**Your Duty to Report Unauthorized Signatures, Alterations and Forgeries** - Your statement will provide sufficient information for you to reasonably identify the items paid (item number, amount, and date of payment). You should keep a record of each transaction as it is made so that when we give you the information in the statement, you will have a complete understanding of each transaction listed.

**Your Responsibilities in Connection with Your Statement** - You must examine your statement with "reasonable promptness." Also, if you discover (or reasonably should have discovered) any unauthorized signatures (including forgeries and counterfeit checks) or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you must bear the loss

entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we contributed to the loss). The loss in whole or part, could be not only with respect to items listed on the statement, but also other items with unauthorized signatures or alterations by the same wrongdoer. Of course, an attempt can be made to recover the loss from the thief, but this is often unsuccessful.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, have a total of more than 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 30 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 30-day limitation is without regard to whether we exercised ordinary care. The limitation in this paragraph is in addition to those contained in the second paragraph of this section.

Contact us if you do not receive your regular statement. You agree that you will implement appropriate statement review controls, such as, an independent review of statements, notices, and returned checks.

**Your Duty to Report Other Errors or Problems** - In addition to the Commercial Code and other state law, you agree there is a common law duty to promptly review your statement for errors in addition to unauthorized signatures, alterations or forgeries. In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. In addition, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 30 days. Failure to examine your statement and items and report any errors to us within 30 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

**Duty to Notify if Statement Not Received** - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft.

**CLAIM OF LOSS** - The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E. For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

## **REGULATORY DISCLOSURES**

**UNLAWFUL INTERNET GAMBLING NOTICE** - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

**CASH TRANSACTION REPORTING** - To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we are required to refuse to handle the transaction. If you have any questions regarding these rules, the U.S. Treasury Financial Crimes Enforcement Network (FinCEN) maintains a frequently asked questions (FAQ) document online. The FAQ also includes additional information for contacting FinCEN.

**BACKUP WITHHOLDING/TIN CERTIFICATION** - Federal tax law requires us to report interest, dividends and bonus payments we make of \$10 or more in a year, and to include the taxpayer identification number (TIN) on the report (the taxpayer identification number is your social security number if you are an individual). Therefore, we require you to provide us with the TIN and to certify that it is correct. In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in the accounts. This is known as backup withholding. We will not have to withhold interest/dividend payments when the account is opened if the TIN is certified and your business is not subject to backup withholding. We may subsequently be required to begin backup withholding if the IRS informs us that the TIN is not correct or that interest income has been underreported.

**NOTICE OF NEGATIVE INFORMATION** - Federal law requires us to provide the following notice to members before any "negative information" may be furnished to a nationwide consumer reporting agency. "Negative information" includes information concerning delinquencies, overdrafts or any form of default. This notice does not mean that we will be reporting such information about you, only that, as applicable, we may report such information about members that have not done what they are required to do under our agreement.

After providing this notice, additional negative information may be submitted without providing another notice.

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

## **FUNDS AVAILABILITY POLICY**

This policy statement applies to all accounts.

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

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

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal 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 business day we are open.

### **LONGER DELAYS MAY APPLY**

**Case-by-Case Delays** - In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225 of your deposits, however, will be available on the first business day.

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

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

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day. A total of \$5,525 of the deposit amount will be released by the second business day following the day of your deposit and the remaining deposit will generally be available no later than the seventh business day after the day of your deposit.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

### **SPECIAL RULES FOR NEW ACCOUNTS**

If you open a new account, the following special rules may apply during the first 30 days your account is open.

- Funds from electronic direct deposits to your account will be available on the day we receive the deposit.
- Funds from deposits of cash and electronic payments (i.e., wire transfers and ACH credits) and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks, unless we have reasonable grounds to suspect the collectability of the item, will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you.
- The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.
- Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

### **DEPOSITS AT AUTOMATED TELLER MACHINES**

If you make a deposit at an ATM before 7:00 P.M. CT 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 at an ATM after 7:00 P.M. CT or on a day we are not open, we will consider that the deposit was made on the next business day.

# APPENDIX A

## WIRE TRANSFERS

These Wire Transfer terms ("Wire Terms") provide the terms and conditions for wire transfers through SSFCU. By making any wire transfer through us, you agree to all of these Wire Terms. Unless otherwise defined below, the terms used in these Wire Terms have the same meaning as set forth in Article 4A of the Uniform Commercial Code as adopted in Texas (the "UCC"). Except as expressly provided herein, these Wire Terms do not modify your or our rights and obligations under the UCC.

### 1. SECURITY PROCEDURES

- a In these Wire Terms, the "Security Procedures" are the steps set forth in paragraphs (c), (d) and (e) of this Section and is intended to be the "security procedure" for verifying the authenticity of wire transfer requests within the meaning of section 4A-201 of the UCC. You agree that these Security Procedures are commercially reasonable in light of your express wishes and circumstances, and the type, value and frequency of the wire transfers you will request, and you waive any objection that the Security Procedures are not commercially reasonable. You also agree that, so long as we act in good faith and comply with the Security Procedures, a wire transfer request is binding on you and you shall be liable for payment of the transferred amount, plus associated fees, even if the transfer request was not actually initiated or authorized by you. If we receive a wire transfer request in accordance with these Security Procedures, it shall be conclusively deemed authentic and we shall be entitled to rely on it. You acknowledge that the Security Procedures are used only to verify the authenticity of wire transfer requests but not to detect errors in any transactions. The Security Procedures do not monitor the users of the Wire Services and do not monitor the actions of users to determine whether they have exceeded their authority.
- b You also agree to keep the Security Procedures confidential and not to disclose the Security Procedures to anyone except the persons whom you have authorized to make transfer requests on your behalf ("Authorized Representatives"). You are responsible and liable for any unauthorized use or disclosure of the Security Procedures and all Security Procedure materials entrusted to you. If you believe that a Security Procedure may have been learned by an unauthorized person, you agree to notify us immediately by telephone. You are responsible for the accuracy of the initial communication of the payment order as well as the accuracy of any documentation or callback of the payment order made by us. Except as required by law, we are not liable for any claims, actions, demands, losses, damages, liabilities, costs, expenses (including without limitation reasonable attorneys' fees and court costs), or the costs of settlement of claims ("Losses") that may arise from the unauthorized use of the Security Procedures or unauthorized use of our wire services. You warrant that each wire transfer initiated or facilitated by use of the Security Procedures is fully authorized by you and by any other party whose authorization is required.
- c If you make a wire transfer request in person at one of our branches, the Security Procedures will be as follows: (i) we will obtain from you and review a government- issued photographic identification card; and (ii) if you are requesting a transfer on behalf of a business customer, we will confirm that you are named by that business in records provided to us as authorized to engage in transactions in the account of the business with us (an "Authorized Signer"). We also may, but are not required to, ask you identifying questions or other test questions to confirm your identity.
- d If you make a wire transfer request other than in person, such as by email, letter or fax, the Security Procedures will be as follows: (i) we will compare your signature to the signature we have for you on file; and (ii) if you are requesting a transfer of \$10,000 or more to be made to an account that is not in your name, we (A) will ask identifying questions or other test questions to confirm your identity and (B) will call your business (if the transfer is for a business account) or you using the telephone number we have for you in our system and will ask questions to verify your identity and, for business accounts, to confirm that you are an Authorized Signer.
- e If you request a wire transfer by telephone, our Security Procedures will be to ask you identifying questions to confirm your identity and, if the wire transfer is for a business account, to confirm that you are an Authorized Signer.
- f During the first 30 days after membership is established, new members may be subject to additional verification steps or restrictions, which may include performing the wire transfer in person at the branch.

2. **INFORMATION SUPPLIED BY YOU.** You agree that we may rely on the information that you provide to us in any payment order or related communication, and that any errors in that information whatsoever are your responsibility. You agree to supply us, in addition to the information requested in these Wire Terms, any other information that we may reasonably request in order to execute your payment orders.

3. **EXECUTION OF PAYMENT ORDERS.** If we receive a payment order that has been verified according to the Security Procedures, you authorize and direct us to debit your account(s). We are also authorized to implement any instructions, including amendments or cancellations of prior payment orders, upon verification of such instructions. We are authorized to rely on any payment order believed by us in good faith to have been given by an Authorized Signer. We may handle payment orders received in any order selected by us and, unless otherwise requested by you and we agree to your request, we may use any means, intermediaries or funds transfer systems which may have operating rules governing the execution of payment orders to effect the transfer as we, in our sole discretion, shall determine, and we likewise may process the transfer request through any system we deem appropriate in our sole discretion.

4. **CUT-OFF TIMES.** We must receive all payment orders before the cut-off time for funds transfers established by us from time to time. Wire transfer requests made after our cut-off time usually will be delayed.

5. **REJECTION OF FUNDS TRANSFER REQUESTS.** We reserve the right to reject any payment order for any reason in our discretion and we shall have no liability to you as a result.

6. **CANCELLING OR CHANGING TRANSFERS.** You have no right to cancel or amend any transfer request after its receipt by us (except such rights as are disclosed with respect to international transfers from Personal Accounts). However, if you wish to cancel or change a wire transfer request, we will use reasonable efforts to act on the cancellation or change request if we receive it in accordance with the Security Procedures with a reasonable time to act on your request, and if such cancellation or change is permissible under applicable laws, regulations and rules.



- 7. LIMITATION OF LIABILITY AND INDEMNIFICATION.** You expressly agree that we shall be liable to you only for our erroneous execution of a payment order and only if not otherwise limited by these Wire Terms or the UCC. We shall not be liable for any errors on the part of any third party. **IN NO EVENT SHALL WE BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR LOST PROFITS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.** Except as may be limited by applicable law, you agree to indemnify us and hold us harmless (including the payment of attorneys' reasonable fees) against all liability to third parties arising out of or in connection with the terms and conditions of these Wire Terms and the services provided hereunder or otherwise pursuant to your instructions.
- 8. YOUR SECURITY OBLIGATIONS.** If you are making wire transfers from a business account with us, you are responsible for maintaining a security policy and procedures to prevent the sending of wire transfers by unauthorized persons or that are inconsistent with your own policies and procedures.
- 9. FEES IMPOSED BY OTHER BANKS.** Any intermediary bank or beneficiary bank that assists in the processing of your transfer may charge a fee for processing your order. We have no control over these fees and are not responsible for these fees.
- 10. INTEREST COMPENSATION.** In the event that we shall be liable to you for interest compensation under these Wire Terms or by applicable law, interest shall be calculated on the basis of the average Federal Funds rate for the period involved.
- 11. INTERNATIONAL PAYMENTS.** Orders for the transfer of U.S. dollars shall be paid in U.S. dollars if transferred to a beneficiary located in the U.S. or its protectorates or territories. If transferred to a beneficiary located elsewhere, the beneficiary's bank may elect to pay the beneficiary in foreign currency at the bank's buying rate of exchange for wire transfers. It is your responsibility to advise the beneficiary of this possibility. Refunds of U.S. dollar orders shall be in the U.S. dollar amount. Refunds of foreign currency orders may be either in the form of a foreign currency or in the amount of U.S. dollars that can be bought for the foreign currency amount at our then current rate of exchange, less any applicable fees. You bear all risk of loss due to any fluctuation in currency values and no transfer fee shall be refunded by us.







## MAILING ADDRESS

CORPORATE HEADQUARTERS:  
15000 IH 10 WEST  
SAN ANTONIO, TX 78249  
P.O. BOX 691510  
SAN ANTONIO, TX 78269

## TELEPHONES

CALLPLUS AUTOMATED PHONE BANKING:  
1-800-52-SSFCU

INTERNATIONAL TOLL-FREE NUMBERS:

United Kingdom:  
0-800-89-1650

Germany:  
0800-810-1000

Japan:  
00531-11-3116

Korea:  
00798-11-899-0829

## WEBSITE

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## EMAIL

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