

Business Account Agreement



TABLE OF CONTENTS

I. Terms Applicable To All Business Deposit Accounts

Statements and Other Account-Related Information	2
Fraud Prevention	3
Substitute Checks	5
Deposits to Your Account	6
Funds Availability Schedule	8
Withdrawals from Your Account	10
Stop Payments Orders; Notices of Post-Dating.....	12
Overdrafts; Overdraft Protection Plans; Security Interest; the Credit Union's Right to Setoff	12
Credit Union Fees and Expenses; Earnings Credit.....	13
Miscellaneous.....	14

II. Additional Terms Applicable To Business Checking Accounts

III. Additional Terms Applicable to Business Deposit and Certificate Accounts

Dividend-Bearing Accounts	17
Savings Accounts.....	18
Certificate Accounts.....	18

IV. Electronic Banking Disclosures

Debit Card	19
Card Transactions.....	20
Liability for Unauthorized Card Transactions	21
ExpressFone SM Service	22
Website and Online Banking Service.....	23
Funds Transfers	24

Business Account Agreement

I. Terms Applicable To All Business Deposit Accounts

Introduction

In this Business Account Agreement ("Agreement"), "you" and "your" refer to the owner(s) or accountholder(s) of a Firefly Federal Credit Union business deposit account ("Account"). "Credit Union" refers to Firefly Federal Credit Union at which your Account is maintained. This Agreement includes the following separate disclosures applicable to the Credit Union's business deposit accounts and related services (each, a "Service"), that the Credit Union has provided to you: (i) the schedule of the Credit Union's fees (the "business services fee schedule"), (ii) the privacy policy, (iii) the rate sheet for dividend bearing accounts, as modified by the Credit Union from time to time (the "business deposit rates"), and (iv) any additional disclosures and information about your Account, that the Credit Union may provide to you upon request. You are responsible for ensuring that each Authorized Signer is familiar with this Agreement. Unless you have instructed the Credit Union in writing to the contrary the Credit Union may consider communications about your Account from an Authorized Signer on your Account as communications from you. You agree to notify the Credit Union immediately in writing if any Authorized Signer's authority has been terminated. This Agreement replaces all prior agreements with the Credit Union regarding your Account other than agreements regarding security interests in, or services utilizing, your Account. By signing the Credit Union's application form(s) and resolution of authority for your Account or by using your Account or a Service, you will be deemed to have agreed to this Agreement. You should retain a copy of this Agreement (and any information that the Credit Union provides you regarding changes to this Agreement) for as long as you maintain your Account with the Credit Union.

Defined Terms

In this Agreement, certain words have a special meaning and are therefore defined. You will find certain terms and their definitions in this Section and others in the text of this Agreement.

Telephone Monitoring:

You agree that your telephone calls with us may be monitored and recorded to improve service and security.

Authorized Signer

An "Authorized Signer" is a person who has your actual or apparent authority to transact business on your Account(s), whether or not such person has signed the signature card or other documentation for your Account(s). The Credit Union may continue to recognize an Authorized Signer's authority until the Credit Union has received and had a reasonable time to act upon your written modification or revocation of it.

Business Day

A "Business Day" is every day except Saturdays, Sundays and Federal Reserve Holidays¹.

Business Deposit Account

A "business deposit account" is any deposit account that is not held or maintained primarily for personal, family or household purposes. Examples of business deposit accounts include an account owned by an individual acting as a sole proprietor, a partnership, a limited partnership, a limited liability partnership, a limited liability company, a corporation, a joint venture, a non-profit corporation, an employee benefit plan or a governmental unit including a Native American tribal entity.

Deposited Item

A "Deposited Item" is an Item (including a non-U.S. Item) the Credit Union cashes or collects for you or accepts for deposit to your Account.

Item

An "Item" includes a check, substitute check, purported substitute check, electronic item, draft, demand draft, preauthorized draft, remotely created check, remotely created item, remotely created consumer item, image replacement document or

other order or instruction for the payment, transfer, or withdrawal of funds (including a withdrawal slip and a Bill Pay instruction), automatic transfer, and electronic transaction (including a wire or an ACH transfer and an ATM and POS transaction), any written document created or authorized in your name that would be a check or draft but for the fact that it has not been signed, and a cash-in ticket or a deposit adjustment or a photocopy or an image of any of the foregoing.

Overdraft

An "overdraft" is any event that results in a negative balance in your Account.

Paper Item

A "Paper Item" is an Item that is in paper form.

Service

A "service" is any service the Credit Union provides to you including without limitation any Treasury Management Service.

Statements and Other Account-Related Information

Mailing Statements and Other Account-Related Information to You

Except as expressly provided otherwise in this Agreement, the Credit Union will mail (or otherwise make available to you) statements for your Account and notices and other information regarding your Account or any Service (collectively, "Account-Related Information") to the postal or electronic address reflected in the Credit Union's records for your Account. Any statement or Account-Related Information will be deemed to have been sent to you on the first Business Day following the date on it.

Your Obligation to Review Statements and Other Account-Related Information and to Notify Credit Union of Errors

You agree to promptly and carefully examine each statement for your Account and any other Account-Related Information and any paid Items that are returned with (or described in) the statement and any other Account-Related Information and to promptly notify the Credit Union of and reimburse the Credit Union for any erroneous credit to your Account. Within 30 days after the Credit Union mails or otherwise makes the statement or other Account-Related Information available to you, you will notify the Credit Union of any claim for credit or refund due, for example, to an erroneous or unauthorized debit, or missing signature, an unauthorized signature, or an alteration (each, an "unauthorized transaction"). Within sixty (60) calendar days after the Credit Union mails or otherwise makes the statement or other Account-Related information available to you, you will notify the Credit Union of any claim for credit or refund resulting from a forged, unauthorized, or missing endorsement. Such notification is to be made by (i) calling the Credit Union at (952) 736-5000 or toll-free at (800) 345-2733 and (ii) submitting a written report to the Credit Union at 1400 Riverwood Drive, Burnsville, MN 55337, as soon as possible, but, in any event, within the time frames specified above. If you fail to notify the Credit Union within the time frames specified above, the balance shown on the statement for your Account or other Account-Related Information will be conclusively presumed to be correct, and you will be deemed to have released the Credit Union from all liability for the Items charged to your Account and for all other transactions covered by the statement or other Account-Related Information.

In addition, if you fail to notify the Credit Union of an unauthorized transaction on your Account within 30 days after the Credit Union mails or otherwise makes the statement for your Account or other Account-Related Information describing the unauthorized transaction available to you, the Credit Union will not be liable to you for any unauthorized transactions on your Account by the same person that could have been prevented if you had complied with your obligations under this subsection. If you notify the Credit Union of any claim for credit or refund later than required by this subsection, the Credit Union may assert at your request and on your behalf, any claim against a third party that the Credit Union determines in the Credit Union's sole discretion is permitted under the laws governing your Account or applicable rule.

Returned, Unclaimed Statements or Other Account-Related Information

Unless otherwise prohibited by the laws governing your Account, (i) if one or more statements for your Account are returned, the Credit Union may discontinue sending statements for your Account and other Account-Related Information to you until you

provide a valid address to the Credit Union; (ii) the Credit Union may destroy statements for your Account and other Account-Related Information that are sent to you and returned to the Credit Union as undeliverable; and (iii) if the Credit Union holds the statement for your Account or other Account-Related Information for you to pick up and the statement remains unclaimed for 60 days, the Credit Union may send the statement to the address reflected in the Credit Union's records for your Account or destroy it.

Address Changes for Statements for Your Account and Other Account-Related Information

You may instruct the Credit Union to change the address to which the Credit Union mails, or the means by which the Credit Union otherwise makes available, statements for your Account and other Account-Related Information at any time. The Credit Union may act on any such instruction purportedly made on your behalf within a reasonable time after the Credit Union receives such instruction. Unless you instruct the Credit Union otherwise, the Credit Union may in its sole discretion change the address only for the Accounts you specify or for all or some of your other Accounts with the Credit Union. For security reasons, the Credit Union will only accept a change in address notice in writing or via our online banking service after authentication.

Notices and Other Mail

Any notice you send the Credit Union will not be effective until the Credit Union actually receives it and has a reasonable opportunity to act on it. If there is more than one Authorized Signer on your account, the Credit Union may send statements and other Account-Related Information to any one of them (unless you have otherwise instructed the Credit Union in writing). You assume the risk of loss in the mail. Any notice the Credit Union sends you will be effective when mailed or otherwise made available to you.

Electronic Communications

If you provide the Credit Union with an electronic address to which the Credit Union may send electronic communications to you, you agree that the Credit Union may send to you by electronic communication any information that the laws governing your Account require be sent to you in writing, provided such electronic communication does not violate the laws governing your Account. "Electronic communication" means a message transmitted electronically in a format that allows visual text or images to be displayed on equipment such as a personal computer monitor.

Fraud Prevention

Lost or Stolen Paper Items; Unauthorized Items

If any of your unissued Paper Items has been lost or stolen, or if you learn that unauthorized Items are being issued on your Account, you agree to notify the Credit Union at once. To the extent that your failure to so notify the Credit Union hampers the Credit Union's ability to prevent loss, the Credit Union will be relieved of any liability for such Items. Upon receipt of any such notice, the Credit Union may at its sole discretion and without any liability to you take one or more of the following actions: (i) close your Account and open a new account for you; (ii) dishonor any Paper Item you or an Authorized Signer have indicated may have been lost or stolen (unless you or an Authorized Signer subsequently have instructed the Credit Union to honor such an Item); or (iii) pay any Paper Item presented for payment on your Account, provided you have instructed the Credit Union to pay such Paper Item and given the Credit Union the number of that Paper Item. If the Credit Union opens a new Account for you and you have authorized a third party to automatically make regular deposits to or withdrawals from your Account (such as wire or ACH transfers), the Credit Union shall have no liability to you if you do not receive any regularly scheduled deposit or if a regularly scheduled payment is not made for you due to your failure to notify that third party in a timely fashion of the number of your new Account.

Preventing Misuse of Your Account

You agree to take reasonable steps to ensure the integrity of your internal procedures with respect to your Account and Items drawn on your Account or deposited to it. To help prevent embezzlement and protect your business assets, the Credit Union recommends that you:

- Assign responsibilities for your Account to multiple individuals. Those who reconcile statements for your Account should be different from those who issue Items drawn

- on your Account.
- Reconcile statements for your Account as you receive them and contact the Credit Union immediately if you have any problem.
- Contact the Credit Union immediately if you do not receive the statement for your Account when you would normally expect to.
- Watch for Paper Items cashed out of sequence or made out to cash. These are classic red flags for embezzlement.
- Secure your supply of Paper Items at all times. Stolen Paper Items are a common method of embezzlement.
- Periodically reassign accounting duties such as reconciling your Account or making a deposit.
- Review your transaction activity for unexpected fluctuations. For example, percentage of cash deposits to total deposit size. Most businesses will maintain a constant average. A large fluctuation might indicate embezzlement.
- Destroy any Paper Item that you do not intend to use.
- Use tamper resistant Paper Items at all times.
- Do not sign blank Paper Items.
- Notify the Credit Union immediately when an Authorized Signer's authority ends so that his/her name can be removed from all signature cards and Online Banking access, and any Cards that the Credit Union has issued to him/her can be cancelled.
- Obtain insurance coverage for these risks.

Investigation by the Credit Union; Your Agreement to Cooperate

The Credit Union shall investigate any transaction that you have reported to the Credit Union as unauthorized (a "Claim of Unauthorized Transaction"). You agree to (i) submit your Claim of Unauthorized Transaction in writing to the Credit Union by completing or obtaining declaration under penalty of perjury describing your claim of Unauthorized Transaction (in an affidavit form approved by the Credit Union, if so requested; (ii) file a police report; (iii) complete and return to the Credit Union any documents requested of you; and (iv) in all respects cooperate fully at your expense with the Credit Union in its investigation of your Claim of Unauthorized Transaction.

Standard of Care

The Credit Union will meet its standard of care for your Account, provided the Credit Union exercises ordinary care in the transaction at issue. When the Credit Union takes an Item for processing by automated means, "ordinary care" does not require that the Credit Union examine the Item. In all other cases, "ordinary care" requires only that the Credit Union follow standards that do not vary unreasonably from the general standards followed by similarly situated Credit Unions. The Credit Union's policies and procedures are general internal guidelines for the Credit Union's use and do not establish a higher standard of care for the Credit Union than is otherwise established by the laws governing your account. A mere clerical error or an honest mistake will not be considered a failure of the Credit Union to perform any of its obligations. If the Credit Union waives any of its rights as to you or your Account on one or more occasions, it will not be considered a waiver of the Credit Union's rights on any other occasion.

Limitation of Liability; Indemnification

Whether in connection with your Account or a Service, in no event will either party to this Agreement or its respective directors, officers, employees, or agents be liable to the other party for any special, consequential, indirect or punitive damages, whether any claim is based on contract or tort or whether the likelihood of such damages was known to either party. The foregoing limitation of liability will not apply where expressly prohibited by the laws governing your Account. The Credit Union will not have any liability to you if there are insufficient available funds in your Account to pay your Items due to actions taken by (i) the Credit Union in accordance with this Agreement or (ii) any third party. Except to the extent that the Credit Union fails to exercise ordinary care or breaches this Agreement, you agree to indemnify and hold the Credit Union and its directors, officers, employees and agents harmless from all claims, demands, losses, liabilities, judgments, and expenses (including their attorneys' fees and legal expenses arising out of or in any way connected with the Credit Union's performance under this Agreement). You agree that this indemnification will survive the closing of your Account and the termination of any Service.

Adverse Claims

If any person or entity makes a claim against funds in your Account, or if the Credit Union believes that a conflict exists between or among the Authorized Signers on your Account or that there is a dispute over matters such as the ownership of your Account or the authority to withdraw funds from your Account, the Credit Union may without any liability to you, take one or more of the following actions: (i) continue to rely on the Credit Union's records to determine the ownership of or the identity of the Authorized Signer(s) for your Account (ii) honor the claim upon receipt of evidence satisfactory to the Credit Union to justify such claim; (iii) freeze all or a part of the funds in your Account until the dispute is resolved to the Credit Union's satisfaction; (iv) close your Account and send a check for the available balance in your Account payable to you or to you and each claimant; or (v) pay the funds into an appropriate court. The Credit Union may charge your Account for expenses and fees, including without limitation attorney's fees the Credit Union incurs.

Legal Process

The Credit Union may accept and act on any legal process that it believes is valid, whether served in person, by mail or by electronic notification, at any location of the Credit Union. "Legal process" includes a levy, garnishment or attachment, tax levy or withholding order, injunction, restraining order, subpoena, search warrant, government agency request for information, forfeiture, seizure, or other legal process relating to your Account. Any such legal process is subject to the Credit Union's security interest and right of setoff. The Credit Union will not notify you of a grand jury subpoena affecting you or your Account. Any fees or expenses the Credit Union incurs in responding to any such legal process may be charged against any Account you maintain with the Credit Union.

"Freezing" Your Account

As part of the Credit Union's loss prevention program, when the Credit Union suspects that irregular, unauthorized, or unlawful activities may be occurring in connection with your Account, the Credit Union may "freeze" (or place a hold on) the balance in your Account (and in other Accounts you maintain with the Credit Union) pending an investigation of such suspected activities. If the Credit Union freezes your Account, the Credit Union will give any notice required by the laws governing your Account.

Force Majeure

Neither party to this Agreement shall be deemed to be in default of any of its obligations under this Agreement if its performance is delayed, hindered or becomes impossible because of any act of God or of any public enemy, hostilities, war (declared or undeclared), guerilla or terrorist activities, act of sabotage, blockade, earthquake, flood, landslide, avalanche, tremor) ground movement, hurricane, storm, explosion, fire, labor disturbance, riot, insurrection, strike, sickness, accident, civil commotion, epidemic, act of government or its agencies or officers, power interruption or transmission failure or any cause beyond the control of either party.

Your Insurance Coverage

Many businesses carry special insurance for employee fraud/embezzlement. If you do, the Credit Union reserves the right to require that you file your claim with your insurance company before making any claim against the Credit Union. In such event, the Credit Union will consider your claim only after the Credit Union has reviewed your insurance company's decision, and the Credit Union's liability to you, if any, will be reduced by the amount your insurance company pays you.

Substitute Checks

A federal law, known as the "Check Clearing for the 21st Century Act" or "Check 21," took effect on October 28, 2004. This law provides for an instrument called a "substitute check." A substitute check contains an accurate copy of the front and back of the original draft and bears the legend: "This is a legal copy of your check. You can use it the same way you would use the original check." As noted in the legend, a substitute check is the same as the original draft for all purposes, including proving that you made a payment. Any paper Item you issue or deposit that is returned to you may be returned in the form of a substitute check. Even if you have cancelled Items returned with the statements for your Account, the Credit Union may in its sole discretion withhold substitute checks therefrom. You agree that you will not transfer a substitute check to the Credit Union, by

deposit or otherwise, if the Credit Union would be the first financial institution to take the substitute check, unless the Credit Union has expressly agreed in writing to take it.

Deposits to Your Account

General

Unless otherwise agreed in writing, the Credit Union may, without inquiry accept a deposit to your Account at any time, from any person or entity made in any manner including without limitation a deposit based on an image of an Item. The Credit Union may also refuse to accept all or any part of any deposit. The Credit Union may require that you deposit an Item that is made payable to you to your Account, instead of permitting you to cash the Item. The Credit Union is not responsible for a deposit until a Credit Union employee has received and verified it. A receipt received at the time of deposit is not evidence that a deposit has been verified. The Credit Union may reverse or otherwise adjust any credit the Credit Union believes it has erroneously made to your Account at any time without prior notice to you.

Collection Items

The Credit Union may, in its sole discretion and with notice to you, handle a Paper Item as a collection Item, instead of as a deposit. This means the Credit Union sends the Item to the issuer's financial institution for payment and credits your Account when the Credit Union receives payment of the item. If the Item is returned unpaid, the Credit Union will return the Item to you.

Endorsements

This subsection applies if an endorsement is necessary for the transfer or negotiation of an Item. You authorize the Credit Union to supply your endorsement on any item that the Credit Union takes for collection, payment or deposit to your Account. You also authorize the Credit Union to collect any unendorsed Item that is made payable to you without first supplying your endorsement, provided the Item was deposited to your Account. The Credit Union may refuse to pay any Item or accept any Item for deposit or collection unless it is able to verify to its satisfaction that all of the necessary endorsements are present on the Item. For example, the Credit Union may require that all endorser be present at the time that an Item is presented to the Credit for payment or accepted for deposit or collection.

Material Appearing on the Back of Items; Check Legends

You are responsible for losses incurred by any person that cashes or accepts your Paper Items for deposit if: (i) the loss is due to a delay in the return of the Item; and (ii) the delay is caused by material appearing on the back of the Item when it was issued or transferred by you. This material may include, but is not limited to, carbon bands, blacked out areas and printed or written text or numbers. You are responsible for all losses, claims, damages or expenses that result from a restrictive legend or notation on your Paper Items.

Breach of Warranties

If you breach any warranty that you make under the laws governing your Account or rule with respect to any Item, you shall not be released or otherwise discharged from any liability for such breach so long as the Credit Union notifies you of the breach within 120 days after the Credit Union learns of the breach. If the Credit Union fails to notify you within this 120-day period, you shall be released from liability and discharged only to the extent that the Credit Union's failure to provide you notice within such time period caused a loss to you.

When Deposits are Credited to Your Account

All over-the-counter deposits or ATM deposits to your Account which are received before the Credit Union's established cutoff time on any Business Day will be credited (and will be considered deposited) to your Account as of the close of business that day and will be reflected in that day's Ledger Balance for your Account. All other deposits (such as cash letter or lockbox) will be processed in accordance with the written agreements governing such deposits or, if there is no written agreement, banking practice. All deposits received after the Credit Union's established cutoff time on a Business Day or at any time on a day which is not a Business Day will be credited (and will be considered deposited) to your Account at the end of the next Business Day. Deposits placed in one of the Credit Union's "night depositories" before the established deadline on any Business

Day will be credited to your Account at the close of business on that same day. All other deposits placed in the “night depository” will be credited to your Account at the end of the next Business Day.

Use of Funds

If your Account is a checking account, your use of funds deposited to your Account will be governed by the Credit Union’s, Funds Availability Schedule (“funds availability schedule”) of this Agreement. The Credit Union’s funds availability schedule describes when funds deposited to your checking Account will be available to be used for all purposes. The Credit Union may change its funds availability schedule from time to time without prior notice to you.

Deposits at Credit Union Service Centers

Firefly Federal Credit Union participates in the Credit Union Service Centers (“Service Centers”) network. A Service Center is a shared branch where members of participating credit unions conduct basic credit union transactions. A list of participating credit unions in the Service Center network is available on the Credit Union’s website. You may make certain transactions at Service Centers including deposits and withdrawals to your Account(s). If you make a deposit to your Account at a Service Center, a hold may be placed on your deposit within the terms as explained in the funds availability schedule section of this Agreement.

Deposits of Non-U.S. Items

The Credit Union may refuse to accept for deposit or collection an Item that is payable in currency other than U.S. dollars or an Item that is not drawn on a financial institution chartered in the U.S. (each, a “non-U.S. Item”). If the Credit Union accepts a non-U.S. Item for deposit or collection, you accept all risk associated with foreign currency fluctuation (exchange rate risk) and with any late return of the non-U.S. Item. You agree that the Credit Union may use the Credit Union’s current buying and selling rate, as applicable, when processing a non-U.S. Item and may recover from your Account any loss the Credit Union incurs as a result of processing such an Item for you. The Credit Union reserves the right to place longer holds on non-U.S. Items than the time frames specified in the Credit Union’s funds availability schedule for Deposited Items.

Acts and Omissions of Other Financial Institutions

When the Credit Union cashes or collects an Item for you or accepts an Item for deposit to your Account (each of which is referred to in this Agreement as a “Deposited Item”), the Credit Union is not liable for the insolvency, neglect, misconduct, mistake, or default of another bank or person, or for the loss or destruction of the Item or of a notice of nonpayment in transit or in the possession of others. If a Deposited Item is lost or misrouted during the collection process: (i) the Credit Union shall have no responsibility to you for the actions or inactions of any collecting bank; (ii) the Credit Union may charge your Account for the amount of the Deposited Item (and reverse any interest that may have accrued to your Account in connection with the Deposited Item); and (iii) you agree to cooperate with the Credit Union in recreating the Deposited Item.

Deposited Items Returned

The Credit Union has the right to charge back to or otherwise debit any of your Account(s) for any Deposited Item that is returned (and to assess any associated fees and reverse or recover any associated interest that may have accrued), even if you have made withdrawals against it. This right of charge back or debit is not affected by the expiration of any applicable midnight deadline, provided the Credit Union does not have actual knowledge that such deadline has expired or, having such knowledge, (i) the Credit Union concludes that the Deposited Item has been returned in accordance with the laws governing your Account or a rule (including a clearing house rule); or (ii) the Credit Union has received a breach of warranty claim in connection with the Deposited Item. The Credit Union has the right to pursue collection of such Deposited Item, even to the extent of allowing the payor bank to hold the Deposited Item beyond the midnight deadline in an attempt to recover payment. The Credit Union may, without notice to you, redeposit a returned Deposited Item and represent it for payment by any means (including electronic means), unless the Credit Union has received instructions from you not to redeposit such Deposited Item. The Credit Union will have no liability for taking or failing to take any action to recover payment of a returned Deposited Item.

If one of your Deposited Items is returned with a claim that there is a breach of warranty (for example, that it bears a forged endorsement or is altered in any way), the Credit Union may debit your Account for the amount of the Item (plus any associated fees) and pay the amount to the person or entity making the claim. The Credit Union is under no duty to question the truth of the facts that are being asserted, to assess the timeliness of the claim, or to assert any defense. The Credit Union need not give you any prior notification of its actions with respect to the claim. You agree to immediately repay any Overdraft caused by the return of a Deposited Item.

Direct Deposits Returned by the Credit Union

If, in connection with a direct deposit plan funds are deposited to your Account and later returned to the originator, the Credit Union may deduct the amount from that or any other Account you maintain, without prior notice and at any time, except as prohibited by the laws governing your Account. The Credit Union may also use any other legal remedy to recover the amount.

Reconstructing Lost or Destroyed Deposited Items

If a Deposited Item is lost or destroyed during processing or collection (either at the Credit Union or at another point in the payments system), you agree to cooperate fully with the Credit Union to reconstruct the Deposited Item by promptly: (i) providing the Credit Union with a copy of the front and back of the Deposited Item from your or the issuer's records (ii) asking the issuer to place a stop payment on it (at the Credit Union's expense) and issue a replacement Item to you (if the Deposited Item has not been paid); or (iii) reviewing your records and other information and conducting any additional research as may be reasonable to determine the issuer's identity (if you do not know the identity of the issuer of the Deposited Item). If you fail to cooperate with the Credit Union, the Credit Union may, at any time and without advance notice to you, reverse or otherwise adjust any credit made to your Account for a lost or destroyed Deposited Item.

Funds Availability Schedule

Our general policy is to consider your relationship with the credit union when determining the availability of deposits to your checking account. Our policy is described in more detail below.

Determining the Availability of a Deposit

The length of the delay is counted in business days from the day of your deposit. Every day except Saturday, Sunday and a federal holiday is a business day. If you make a deposit before the close of business 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 the close of business or on a day we are not open (or on a day we are open that is not a business day such as Saturday), we will consider the deposit was made on the next business day we are open. The length of the delay varies depending on the type of deposit and is explained as follows:

In Person

In some cases we may decide to place a hold on your deposit after you have left the credit union office. In such instances, we will mail or deliver a notice to you by the end of the next business day after we receive your deposit.

Same Day Availability

Funds from the following deposits are available on the same day you make your deposit to a checking account:

- a. U.S. Treasury checks that are payable to you.
- b. Wire transfers, including preauthorized credits, such as social security benefits and payroll payments.
- c. Checks drawn on Firefly Federal Credit Union.
- d. Cash.
- e. State and local government checks that are payable to you.
- f. Cashier's, certified & teller's checks that are payable to you.
- g. Federal Reserve Bank checks, Federal Home Loan Bank checks & postal money orders, if these items are payable to you.

Longer Delays May Apply

In some cases, we will not make all of the funds that you deposit into your checking account by check available to you on the first business day. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. The first \$200 of your deposits, however, may be available on the first business day. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If you will need the funds from a deposit right away, you should ask us when the funds will be available. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

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

Availability of Other Check Deposits

The availability for other check deposits depends on criteria such as credit history and account relationships. If you do not qualify for check cashing privileges, check deposits may be placed in a savings account and will be available on the tenth (10) business day after the day we receive your deposit.

New and Established Membership with a Qualifying Relationship

You will have the same day availability on certain checks, such as Payroll or Investment checks (with some exceptions) deposited to your checking account on amounts up to \$5,000. If the amount of the check(s) is greater than \$5000, then a five (5) business day hold is placed on all funds over the amount of

\$5,000. You will have the first \$1,000 of a Personal or Credit Card Advance check deposited to your checking account available immediately. The remaining deposit for amounts up to \$5,000 will be placed on hold for two (2) business days. A five (5) business day hold is placed on all funds over the amount of \$5,000.

For example, if you deposit a \$6,100 check on Monday, \$1,000 of the deposit is available immediately. Then \$4,000 is available on Wednesday for cash withdrawal and to pay for checks and other debits. The remaining \$1,100 would be available the following Monday.

New Membership without a Qualifying Relationship

You will have the first \$200 of a check deposit to a checking account available immediately. The remaining deposit for amounts up to \$5,000 will be placed on hold for two (2) business days. A five (5) business day hold is placed on all funds over the amount of \$5,000. For example, if you deposit a \$6,100 check on Monday, \$200 of the deposit is available immediately. Then \$4,800 is available on Wednesday for cash withdrawal and to pay for checks and other debits. The remaining \$1,100 would be available the following Monday.

Holds on Other Funds

If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited. If you are unsure about when a particular deposit will be available for withdrawal, ask a credit union employee for funds availability information.

Third Party Checks

A third party check involves multiple endorsers. In limited cases, the credit union may accept a third party check in person for amounts not to exceed \$300.

Deposits at Automated Teller Machines

Firefly Federal Credit Union does not accept the deposit of third party checks at any Automated Teller Machine (ATM). Deposits made into a checking account at an ATM are posted to your account the same business day. The first \$200 of the first deposit of the day at an ATM is available to the member on the same day. The remaining balance of a deposit generally will be available on the next business day. However, a hold may be placed on the funds pending verification of the transaction. Availability of funds deposited to a proprietary (credit union-owned) ATM may be delayed up to two (2) business days after the day of deposit. Availability of funds (cash or checks) deposited to a non-proprietary (owned by other financials or entities) ATM may be delayed up to five (5) business days after the day of deposit, pending verification of the deposited item(s). Credit Union ATMs that accept deposits are located at many locations where we have an office and are identified as surcharge-free ATMs for members and display the Credit Union logo. ATM deposits into a savings account, made at either proprietary or non-proprietary machines, may be held up to seven (7) business days.

Deposits by Mail

If your deposit is not made directly to a Firefly Federal Credit Union employee (for example you mail in your deposit or place it in a Night Drop) then we will credit your account on the day we process your transaction. If we decide to place a hold on your deposit based upon the availability of a deposit, then the credit union, by the end of the next business day, will mail you a notice of that hold.

Special Rules for New Accounts

If you are a new member, the following special rules will apply to deposits into your checking account during the first 30 days your account is open. Funds from cash deposits, electronic direct deposits and wire transfers into your account will be available on the same day as we receive the deposit. The first \$5,000 of a day's total deposits into the new account by U.S. Treasury checks, checks drawn on Federal Reserve Banks, Federal Home Loan Banks, state and local governments, and cashier's, certified, teller's, and traveler's checks will be made available on the next business day if the deposit meets certain requirements. For example, the checks must be payable to you. The excess over \$5,000 will be available on the ninth (9) business day after the day of your deposit. Funds from all other check deposits will be available on the seventh (7) business day after the day we receive your deposit. However, the credit union may place a longer hold at our discretion.

Dividend Payment Policy

All deposits begin earning dividends from the date of deposit. Specific information on dividend rates and dividend calculations on checking and savings accounts is contained in this brochure under the Truth in Savings Account Disclosures section.²⁷

Withdrawals from Your Account

Determining Your Account's Balance; Debiting Your Account

In determining the balance in your Account that is available to pay Items, the Credit Union may reduce the available balance by the amount of any hold that the Credit Union has placed on your Account under this Agreement. Additionally, the Credit Union may place a hold on your Account if the Credit Union receives an electronic notice that an Item will be presented for payment or collection against your Account (a "Notice of Presentment"). The hold may remain in effect from the time the Notice of Presentment is received until the Item is presented or notice is received that the Item will not be presented, whichever first occurs. The Credit Union may conclusively rely on the information it receives in an electronic presentment or notification when determining the available balance in your Account, and the Credit Union will not have any liability for refusing to honor any of your Items because of insufficient funds, even if the electronic presentment or notification incorrectly describes the Item, including its amount. The Credit Union may debit your Account on the day an Item is presented by any means, including without limitation electronically or at an earlier time based on notification received by the Credit Union that an Item drawn on your Account will be presented for payment or collection. A determination of the balance in your Account for purposes of making a decision to dishonor an Item for insufficiency or unavailability of funds may be made at any time between the presentment of the Item (or earlier upon receipt of any Notice of Presentment) and the time of return of the Item. No more than one such determination need be made.

Order of Posting

If there are sufficient funds to cover some but not all of your withdrawal orders, the credit union may allow those withdrawals for which there are sufficient funds in any order at the Credit Union's discretion.

Paper Items Presented Over-the-Counter for Payment by a Non-Member

If a Paper Item drawn against your Account is presented over-the-counter for payment by a person who does not have a deposit account at the Credit Union, the Credit Union may charge a fee to the person presenting the Paper Item as a condition for payment of the Paper Item. You should contact our business department if you have questions or if you are required for any reason to have a place where your Paper Items can be cashed without a fee. The amount of the fee is disclosed in the business services fee schedule. The Credit Union may require identification acceptable to the Credit Union and not prohibited by the laws governing your Account. The Credit Union may dishonor the Paper Item if the person refuses to pay this fee or provide the identification the Credit Union requests.

Large Cash Withdrawals

If you want to cash a check (or make a cash withdrawal from your Account) for a very large amount, the Credit Union may require five Business Days' advance notice so that it can order the cash from its vault. The Credit Union may, but is not obligated to, require that you provide adequate security when you pick up the cash and may also require that you pick up the cash at the Credit Union central vault or other location.

Withdrawals at Credit Union Service Centers

You may make withdrawals from your Account at a Service Center. If a Service Center cashes an Item for you, the Credit Union may place a hold on your Account(s) for a corresponding amount of funds. If the Item is later returned for any reason, the Credit Union may debit one or more of your Accounts for the amount of the Item.

Items Resulting from Your Disclosure of Your Account Number

If you voluntarily disclose your Account number to another person orally, electronically, in writing, or by some other means, and the Credit Union determines that the context of such disclosure implies your authorization to debit your Account, the Credit Union may treat such disclosure as your authorization to that person to issue Items drawn on your Account.

Missing Signatures; Alterations; Forgeries

The Credit Union will have no responsibility for reviewing the number or combination of signatures on an Item drawn on your Account. This means that if you have indicated that more than one signature is required in connection with an Item drawn on your Account, the Credit Union will have no liability to you if a transaction is conducted on or through your Account contrary to the signature requirements you have specified, provided at least one of the required signatures appears on the Item. The Credit Union will have no liability to you for failing to detect a forgery of signature or an alteration of one of your Items, if the forgery or alteration is that a reasonable person could not reasonably be expected to detect it.

Dates and Special Instructions on Paper Items

The Credit Union may, without inquiry or liability, pay one of your Paper Items even though: (i) special instructions written on the Paper Item indicate that the Credit Union should refuse payment (e.g., "Void after 30 days," "Paid-In-Full," or "Void over \$100"); (ii) the Paper Item is stale-dated (e.g., it bears a date that is more than six months in the past), even if the Credit Union has knowledge of the date on the Paper Item; (iii) the Paper Item is post-dated (e.g., it bears a date in the future), unless you or an Authorized Signer have given the Credit Union a notice of post-dating; or (iv) the Paper Item is not dated. In addition, the Credit Union may pay in U.S. dollars the amount that has been MICR-encoded on your Paper Item, even though you have purportedly drawn the Paper Item in a foreign currency.

Facsimile or Mechanical Signatures

If you have elected to use a facsimile or other mechanical signature (including a stamp) to sign or endorse Paper Items, the Credit Union may rely on that signature (or any signature that purports to be your facsimile or other mechanical signature) as your

authorized signature without regard to when or by whom or by what means or in what ink color such signature may have been made or affixed to a Paper Item deposited to, drawn on or otherwise debited to your Account.

Consumer ACH Debit Entries

Under the ACH Operating Rules, certain types of ACH debit entries may only be presented on a consumer account (each, a "Consumer ACH Debit Entry"). The Credit Union shall have no obligation to pay, and no liability for paying, any Consumer ACH Debit Entry on your Account.

Stop Payments Orders; Notices of Post-Dating

General

"Stop payment order" refers to both an order to the Credit Union not to pay a Paper Item and to a notice of post-dating. To be effective, a stop payment order must be received in a time and manner that gives the Credit Union a reasonable opportunity to act on it before paying, accepting, certifying, cashing or otherwise becoming obligated to pay your Paper Item as provided in the Uniform Commercial Code. Each stop payment order is subject to the Credit Union's verification that the Paper Item described in the order has not been paid. This verification may occur subsequent to the time the Credit Union accepts the stop payment order.

Content of Stop Payment Order

The Credit Union requires the exact (i) name of the payee, (ii) number of your Account on which Paper Item is drawn, (iii) Paper Item amount and (iv) the Paper Item number or a range of Paper Item numbers. The Credit Union may, at its sole discretion, use only a portion of the required information in order to identify a Paper Item. Failure to provide correct and complete information may make it impossible for the Credit Union to stop payment of a Paper Item. You agree to indemnify and hold the Credit Union harmless from and against any loss incurred by the Credit Union as a result of the Credit Union's paying a Paper Item if any of the information relied upon in the stop payment order is incorrect or incomplete (or as a result of the Credit Union's not paying a Paper Item for which a valid stop payment order is in effect.)

Effective Period of Stop Payment Order; Renewal; Revocation

The Credit Union need not honor a written stop payment order for more than six months. You must renew a stop payment order if you do not want the stop payment order to expire after six months. Each renewal is treated as a new stop payment order. The Credit Union may pay a Paper Item after a stop payment order has expired, even though the Paper Item is more than six months old. An instruction to revoke a stop payment order must be received in a time and manner that gives the Credit Union a reasonable opportunity to act on it.

Liability to Holder in Due Course

Notwithstanding the Credit Union's timely return of any Paper Item due to a valid stop payment order, you may still be liable under the laws governing your Account for the amount of that Item.

Paper Items Paid Over Valid Stop Payment Orders

If the Credit Union pays a Paper Item over a valid stop payment order, the Credit Union may require you to provide it with an affidavit describing in detail the dispute with the payee. If the Credit Union credits your Account after paying a post-dated Paper Item over a valid and timely notice of post-dating, the Credit Union may charge your Account for the amount of the Paper Item as of the date of the Paper Item.

Overdrafts; Overdraft Protection Plans; Security Interest; the Credit Union's Right to Setoff

Overdrafts and Insufficient Funds

The Credit Union may, at its option, pay or refuse to pay any Item if it would create an Overdraft on your Account, without regard to whether the Credit Union may have previously established a pattern of honoring or dishonoring such an Item. The Credit Union may take any of the following actions if the Credit Union receives an Item (including an ATM or POS Item) drawn against your Account and there are insufficient

available funds in your Account to cover the Item, without prior notice to you:

- Cover the Item by advancing funds to your Account in accordance with the terms of any written overdraft protection plan between you and the Credit Union.
- Pay the Item and create an Overdraft to your Account.
- Return the Item (or if the Item is an ATM or POS Item, decline the Item) if the Item would create an Overdraft on your Account.

You agree to pay the Credit Union's fee that may vary depending on the action the Credit Union takes. Any negative balance on your Account is immediately due and payable, unless the Credit Union agrees otherwise in writing, and you agree to reimburse the Credit Union for the costs and expenses it incurs in recovering the negative balance (including Overdraft and associated fees).

On a Business Day when the Credit Union determines that there are sufficient funds in your Account to pay one or more but not all of the Items presented for payment on your Account, the order in which the Credit Union posts such Items may affect the number of Items paid and the Overdraft and returned Item fees assessed. When the Credit Union posts Items in the order of lowest to highest dollar amount, the Overdraft and returned Item fees may be less than these fees would be if the Credit Union were to post the Items in the order of highest to lowest dollar amount. However, this may mean if your more important checks were for higher amounts they may not be paid.

Overdraft Protection Plan

The Credit Union offers an Overdraft protection plan called Business Cash (a "credit line"), which must be applied for and receive approval, to help you avoid the inconvenience and expense of Overdrafts and returned Items. If there is an Overdraft in your checking Account, the Credit Union will automatically access available funds in the credit line to cover the Overdraft so the available balance in your checking Account is sufficient to cover paid Items and/or Notices of Presentment (pending authorized POS transactions).

- See your credit agreement for the terms governing Overdraft protection advances from your credit line.
- If there is not enough credit or funds available in the credit line you have linked for Overdraft protection to cover the entire amount of an Item presented for payment, the Credit Union may take any of the actions described in the subsection, "Overdrafts and Insufficient Funds," above.

Security Interest; the Credit Union's Right to Setoff

To secure your performance of this Agreement, you grant the Credit Union a lien on and security interest in your Account and your accounts with any Affiliate. In addition, you acknowledge that the Credit Union may setoff against any account(s) you own in whole or in part at the Credit Union (including matured and un-matured time account(s)) for any obligation you owe the Credit Union at any time and for any reason as allowed by the laws governing your Account. These obligations include both secured and unsecured debts and debts you owe individually or together with another person. The Credit Union may consider this Agreement as your consent to the Credit Union asserting its security interest or exercising its right of setoff should the laws governing your Account require your consent. If the account is an un-matured time account, the Credit Union may deduct any early withdrawal fee that may be due as a result of the Credit Union having exercised its right of setoff. The rights described in this subsection are in addition to and apart from any other rights, including any rights granted under any security interest that you may have granted to the Credit Union.

Credit Union Fees and Expenses; Earnings Credit

General

You agree to pay the Credit Union in accordance with the business services fee schedule.

Payment of Fees and Expenses

The Credit Union may either directly debit your Account or invoice you for Credit Union fees and expenses incurred in connection with your Account and any Service. If there are insufficient funds in your Account to cover the debit, the Credit Union may create an Overdraft on your Account. You agree to promptly pay any invoiced amount.

Earnings Credit

If an Earnings Credit (Earnings Allowance) accrues on your Account, the Credit Union will periodically apply your accrued Earnings Allowance to Credit Union fees and expenses

(unless the Credit Union otherwise indicates in writing). If both an Earnings Allowance and dividends accrue on your Account, the dividends will be shown as an offset to the Earnings Allowance on the Account Analysis statement for your Account. If your Earnings Allowance exceeds your total maintenance and activity fees for the statement cycle for your Account, the excess credit is not paid to you, nor is it carried forward to the following statement cycle. The Credit Union may debit your Account (or any other Account you maintain at the Credit Union) or invoice you for any amount by which the fees and expenses exceed the accrued Earnings Allowance on your Account.

Miscellaneous

Acceptable Form of Paper Items; Document and Image Quality

You agree to comply with the Credit Union's specifications for Paper Items, including without limitation paper stock, dimensions, and other generally applicable industry standards for Paper Items and to include on your Paper Items the Credit Union's name and address as directed by the Credit Union. Certain features (such as security features) of an originally issued Item or a Deposited Item may impair the image quality of a substitute check, purported substitute check or electronic Item created by the Credit Union or any third Party. The Credit Union will not be liable for any claims, demands, judgments or expenses paid, suffered or incurred by you, and you will indemnify the Credit Union from and hold it harmless against any claims, demands, judgments or expenses paid, suffered or incurred by the Credit Union, arising directly or indirectly as a result of or in connection with (i) the untimely return of any Paper Item you have issued as a result of, and any presentment-related problem resulting from, the failure of the Paper Item to conform in any respect to the Credit Union's Paper Item specifications, including without limitation, failure to include the Credit Union's full name and address on the Paper Item, and (ii) any claim based on the image quality of a substitute check, purported substitute check or electronic Item, whether created by the Credit Union or any third party.

Check Safekeeping

Check Safekeeping is automatically included on all business deposit accounts that allow check writing. With Check Safekeeping, the front and back of all checks paid against your Account are copied on microfilm or by other means. The copies are retained for seven years (or longer as required by the laws governing your Account) from the date each check is paid against your Account. After your original check is copied, it is destroyed.

Closing Your Account

You or the Credit Union may close your Account at any time. If the Credit Union closes your Account, the Credit Union may send the collected balance on deposit in your Account by ordinary mail to your most recent address shown on the Credit Union's account records. Whether you or the Credit Union close your Account, you agree to maintain on deposit in your Account sufficient funds (determined in the Credit Union's sole discretion) to cover outstanding Items to be paid from your Account, chargebacks including without limitation returned Deposited Items and the Credit Union's fees and expenses. This Agreement shall continue to govern your Account until the Credit Union makes a final disbursement from it. In addition, the Credit Union will not be liable for any loss or damage that may result from dishonoring any of your Items that are presented or otherwise received after your Account is closed. If your Account is a dividend bearing account, it will cease to earn dividends from the date you request it be closed. If your Account balance does not reach zero within three months from the date of your request, the Credit Union may close your Account and send you the balance as described above or return your Account to active status.

Contract Language

English is the controlling language of the relationship between you and the Credit Union. The Credit Union may translate its agreements, forms, disclosures and advertisements into another language for your convenience. However, if there is a discrepancy between the Credit Union's English language materials and the materials in another language, the English language version is controlling, unless (i) the Credit Union otherwise agrees with you in writing; or (ii) applicable law specifically provides for a different result.

Credit Reports

You authorize the Credit Union to make any inquiries that it considers appropriate to determine if it should open and maintain your Account. This may include ordering a credit (or other) report (e.g., information from any motor vehicle department or other state agency) on you.

Disclosure of Information

Generally, absent your consent, the Credit Union will not disclose information about your Account, but may do so under the following circumstances: (i) to comply with applicable law; (ii) in connection with examinations by state and federal banking authorities; (iii) to comply with any legal process, including without limitation a subpoena, search warrant or other order of a government agency or court; (iv) when the Credit Union determines that disclosure is necessary or appropriate in order to complete a transaction; (v) to verify the existence and condition of your Account to a third party such as a merchant or credit bureau; (vi) to provide information to your legal representative or successor; (vii) when reporting the involuntary closure of your Account; (viii) when the Credit Union concludes that disclosure is necessary to protect you, your Account, or the interests of the Credit Union; (ix) to agents, independent contractors, and other representatives of the Credit Union in connection with the servicing or processing of your Account or Account transactions, Account analysis, or similar purposes; (x) to its Affiliates and affiliated companies; or (xi) if you give your permission.

Inactive Accounts, Undeliverable Statements and Unclaimed Accounts

If your Account falls below the minimum applicable balance (total aggregate deposit balance(s) of less than \$100) and you have not transacted any transactions or savings or loan business on your account for one year or more, the Credit Union may classify your account as an inactive account. The Credit Union may charge a monthly service fee for continuing to process your inactive account as set forth on the business services fee schedule as an Inactive Membership fee. You authorize us to transfer funds from another Account of yours to cover any service fees, if applicable. If the credit union sends you a properly addressed and mailed statement at your last known address and your statement is returned to the credit union as undeliverable, the credit union will impose a monthly undeliverable statement fee as set forth on the business services fee schedule as an Undeliverable Statement fee. You authorize us to transfer funds from another Account of yours to cover any service fees, if applicable. To the extent allowed by the law, the Credit Union reserves the right to transfer the Account funds to an account payable and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and the credit union has had no other sufficient contact with you within the period specified by state whose laws govern your Account, the Account will be presumed to be abandoned. Funds in abandoned Accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, the credit union has no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

Entire Agreement; Headings; No Third Party Beneficiary

This Agreement constitutes the entire agreement between you and the Credit Union and supersedes prior oral or written representations, conditions, warranties, understandings, proposals or agreements regarding your Account. Headings do not constitute a part of this Agreement. No person or entity will be deemed to be a third party beneficiary under this Agreement.

Laws Governing Your Account

The laws governing your Account include the laws and regulations of the United States and, to the extent applicable, the laws of the state in which the office of the Credit Union that maintains your Account is located (unless the Credit Union has notified you in writing that the laws of another state shall govern your Account), without regard to conflicts of laws principles. If your Account was not opened in person at an office of the Credit Union (for example, if you opened your Account by phone, through the mail, or over the Internet), your Account will be governed by the laws of the state in which the Credit Union's main office is located, unless the Credit Union notifies you that your Account has been assigned to a particular office of the Credit Union, in which event the laws of the state in which that office is located will govern your Account. Any lawsuits, claims, or other proceedings relating in any way to your Account, any Service or this Agreement, including without limitation, shall be venued exclusively in the courts of the

state whose laws govern your account, without regard to conflict laws of principles.

Each provision of this Agreement stands alone. Any provision of this Agreement which is inconsistent with the laws governing your Account, either in its entirety or with respect to a particular type of transaction or Item, will be deemed modified and applied in a manner consistent with the laws governing your Account. Any provision of this Agreement which a court of competent jurisdiction determines to be unenforceable or invalid, either in its entirety or with respect to a particular type of transaction or Item, will not affect the enforceability or validity of the remaining provisions of this Agreement.

Unlawful Internet Gambling Enforcement Act

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.

Minimum Balance Requirements; Other Restrictions

The Credit Union may impose minimum balance requirements or other applicable limitations or restrictions on your Account, provided such requirements, limitation, or restrictions are disclosed to you.

Modification of Agreement Account Conversion

The Credit Union may in its sole discretion from time to time change this Agreement by adding new provisions or by modifying or deleting existing provisions. Each such addition, modification or deletion is referred to in this Agreement as a "modification". When applicable law requires the Credit Union to notify you of a modification, the Credit Union may do so by posting notice of the modification in the Credit Union or at the Credit Union's home page (www.fireflycu.org), by including a message on or with the statement for your Account, or by any other means that the Credit Union considers appropriate, unless applicable law requires notice by a specific means. In addition, the Credit Union may agree in writing to waive a provision of this Agreement including without limitation a fee (a "waiver"). The Credit Union may, upon prior written notice to you, revoke any waiver. Your continued use of your Account or a related Service following the effective date of any modification or revocation of any waiver will show your consent to that modification or revocation of waiver. The Credit Union may convert your Account to another type of account at any time, provided the Credit Union give you any advance notice that may be required.

Monitoring and Recording Communications

The Credit Union may without liability monitor, record and retain telephone conversations, electronic messages, electronic records and other data transmissions between you and the Credit Union at any time without further notice to you, unless further notice is otherwise required by the laws governing your Account.

No Fiduciary Relationship

The Credit Union's relationship with you concerning your Account is that of debtor and creditor; no fiduciary quasi-fiduciary, or special relationship exists between you and the Credit Union.

Reliance on Credit Union Records

The Credit Union may rely solely on its records to determine the form of ownership of and the Authorized Signers on your Account.

Transferring an Interest in Your Account

Your Account may not be pledged, assigned, or in any other manner transferred, whether in whole or in part, without the Credit Union's written agreement.

II. Additional Terms Applicable To Business Checking Accounts

Reordering Checks

You can reorder checks by mailing the reorder form enclosed in your current checks or by calling the Credit Union at the telephone number shown on your Account statement. If

you or a third party prints your checks, the Credit Union has no liability to you if the Credit Union is unable to process such checks by automated means.

III. Additional Terms Applicable to Business Deposit and Certificate accounts

Dividend-Bearing Accounts

Nature of Dividends

For accounts earning dividends, other than Certificate accounts – dividends will be paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

Variable/Fixed-Rate Accounts

Your dividend-bearing Account may be either a variable-rate or fixed-rate account. Unless the Credit Union has specified otherwise in writing, your Account will be a variable-rate account. That means the Credit Union may in its sole discretion change the dividend rate on your Account at any time.

Method Used to Calculate Earned Dividends

The Credit Union may use either the average daily balance or daily balance method to calculate dividends. The average daily balance method applies a periodic rate to the average daily collected balance for the period. The average daily balance is calculated by adding principal for each day and dividing by the number of days in the period. The daily balance method applies a daily periodic rate to principal each day. Unless the Credit Union has specified otherwise in writing, it will use the average daily balance method to calculate dividends for checking accounts and the daily balance method for all other deposit Accounts. If your Account is a tiered-rate account, the Credit Union may pay the same dividend rate on more than one tier.

Compounding and Crediting

Dividends will compound on a monthly basis for checking and savings accounts except for Business Share Savings which compound quarterly. Dividends will be credited on a monthly basis except for Business Share Savings which credit quarterly. For certificate accounts with a term of one year or greater dividends are compounded and credited on a quarterly basis and at maturity. Ninety-one day and six month certificate accounts credit dividends at maturity.

Dividend Adjustments

A dividend adjustment may be reflected on the statement for your Account for the month after it occurs rather than the month in which it occurs.

Tax Identification Number Certification

In most instances, Treasury regulations require the Credit Union to obtain a Tax Identification Number (“TIN”) for each account. To avoid backup withholding tax on accounts that earn interest or dividends, you must submit Internal Revenue Service (IRS) Form W-9 or Form W-8BEN to the Credit Union. U.S. citizens or other U.S. persons, including resident alien individuals, must provide a Form W-9. If you are a non-resident alien, you must provide a Form W-8BEN. Other additional forms may be required if you are a foreign partnership, foreign government, or are claiming an exemption based on Effectively Connected Income. Until the Credit Union has received the completed and signed Form(s) W-9 or W-8BEN, the Credit Union may either not pay dividends or pay dividends and comply with the backup withholding requirements of the IRS. If your Account is a dividend-bearing checking or savings account, it will begin earning dividends at the rate in effect on the date the Credit Union receives your Form(s) W-9 or W-8BEN. If your Account is a time account, it will earn dividends at the rate in effect on the date opened or the date of last maturity, whichever is later. If, at any time, the Credit Union receives information which indicates that someone other than you is using the same TIN that you certified as your TIN on Form W-9, and the Credit Union is not able to determine to its own satisfaction that the TIN has been assigned to you, the Credit Union may at its option and without notice (i) stop paying dividends on your Account, (ii) continue paying dividends but comply with the backup withholding requirements of the IRS and/or, (iii) take any other action which the Credit Union believes is reasonable in the circumstances. If you own your Account as a sole proprietor, upon your death, the

Credit Union must be provided with your estate's or successor's TIN or the Credit Union may either refuse to pay dividends earned on your Account since the date of your death or withhold a portion of the dividends that has been earned on your Account since the date of your death.

Savings Accounts

The Credit Union's Right to Require Notice

The Credit Union has the right to require seven days' written notice before you withdraw money from your savings Account.

Limitations on Transfers from Your Savings Account

Preauthorized transfers, automatic transfers, on-line transfers, payments to other persons, and transfers by telephone from your savings Account are limited to six a month. Preauthorized transfers include automatic bill payments, transfers to your other Accounts with the Credit Union, or automatic transfers to other persons that you have authorized the Credit Union to make. If the Credit Union permits transfers from your savings account by check, draft, Point-of-Sale ("POS") purchases, Debit Card or any similar order for withdrawal, no more than three of the six transfers may be made by such means in a calendar month or monthly statement cycle. If the Credit Union determines that you are exceeding the limits described above on more than an occasional basis, the Credit Union will, at its option, either close your savings Account, transfer the funds on deposit in your Account to another account that you are eligible to maintain, or terminate your right to make transfers and write Items against your savings Account.

Certificate Accounts

General

Certificate or "savings certificate" accounts include deposits which are payable, either on a specified date or at the expiration of a specified time, no less than 91 days after the date of deposit. The Credit Union may use the term certificate account even if the account is not represented by a certificate.

Maturity Date

Your certificate Account will mature at the end of the term stated on your receipt, disclosure or certificate, as applicable.

Time Requirements

You agree to keep your funds on deposit until the maturity date. You may make withdrawals from your certificate Account on the maturity date or within the grace period after that date. The Credit Union will not Agree in advance to allow withdrawal before maturity.

Payment of Dividends

If you have elected a payment of dividends other than a credit to your certificate Account the Credit Union may in its sole discretion terminate it in favor of crediting your certificate Account. Ordinarily, such discretion will be exercised when a dividend payment mailed to your Account address has been returned undelivered or when an Account to which your dividend payments were automatically credited has been closed, or if the dividend payment amount is less than any minimum amount disclosed in the business services fee schedule.

Additional Deposits

You may not make additional deposits to your certificate Account except during the grace period, unless the Credit Union otherwise agrees in writing.

Withdrawal of Dividends Prior to Maturity

A withdrawal of dividends prior to maturity will reduce earnings.

Renewal Policies

If your certificate Account is automatically renewable, at maturity it will renew (i) for a like term; and (ii) at the Credit Union's dividend rate in effect on the maturity date for a new time account of the same term and amount, unless the Credit Union has notified you otherwise. You may withdraw your funds anytime during the grace period without

a fee. If your time Account is not automatically renewable and you do not withdraw the funds on the maturity date, the Credit Union will transfer the funds to your basic deposit account and you will earn dividends at that account's rate of return.

IV. Electronic Banking Disclosures

Introduction

This Part describes the Credit Union's account-related electronic banking Services and the additional terms applicable to these Services. In general, these Services provide various ways to transfer funds or perform other Services electronically. The Credit Union may limit the availability of these Services at any time. The Credit Union may require you to sign a separate agreement to obtain these Services. If there is a conflict between the separate agreement and this Agreement, the separate agreement will control. Additional terms, if any, applicable to these Services are provided in the business services fee schedule.

Debit Card

Definition of Card

"Card" means a Debit Card.

Eligibility for a Card and/or PIN

To open and maintain a Debit Card, at least one qualified Credit Union business checking account must be linked to the Card. You may link such additional deposit or credit accounts to your Card as the Credit Union permits from time to time. If the business checking account linked to the Debit Card is closed, then the Debit Card will be cancelled.

Unless otherwise provided in this Agreement, only an Authorized Signer on at least one Credit Union business deposit account is eligible for a Card and/or PIN, which that Authorized Signer may use to access that Account. Issuance of a Card and/or PIN is subject to such additional requirements as the Credit Union may from time to time establish with respect to that Card or PIN.

Illegal Transactions

Each person to whom a Card is issued (a "Cardholder") agrees not to use his/her Card or any credit or deposit account linked to his/her Card (each, a "Linked Account") for any transaction that is illegal under applicable law.

Use of a Card

The Credit Union will issue you a Debit Card only if you apply for one. When you apply for a Card, the Credit Union will ask you to specify which of your Accounts you want to access with your Card. If the Credit Union issues you a Card and a PIN, you can obtain cash at any time at ATMs or other electronic terminals ("terminals") which the Credit Union designates now or in the future. At some terminals you can also make deposits and transfer funds between your Accounts.

The Debit Card enables a Cardholder to:

- Use the card to pay for purchases at merchants that accept VISA® debit cards and business cards and at merchants in participating regional proprietary Point-of-Sale ("POS") networks, provided the Card is used to access your business checking account.
- Use your card at terminals to withdraw money on deposit in your business checking account or other linked accounts if allowed. If your business checking account has overdraft loan privileges (a "credit line"), you can use your card to draw against the credit line. Each time you use your Card, you must indicate which Account you want to access. The Credit Union will charge the account you indicate for any money, goods or services you obtain with your card. At terminals at any Credit Union office, terminals owned by the Credit Union or at terminals in the State of Minnesota, you can also make deposits and transfer money between your Accounts. However, if the terminal is located at another financial institution, or is a cash dispensing terminal only, you may not be able to make deposits or transfer money between your Accounts. When you use a terminal located at and/or owned by another financial institution, you may be charged a fee by the ATM owner, or by the network the

ATM uses. You may also be charged a fee for a balance inquiry, even if you do not complete a fund transfer.

- Other services that may be available from time to time at participating ATMs such as the purchase of stamps.

Deposits at Terminals – Deposit Verification

Items you want to deposit to your Account must be endorsed by all payees. The credit union guarantees endorsements and assumes responsibility for such endorsements. Items made out to payees not on the Account may not be accepted. As further verification may be required before your Account is credited, a deposited item may be delayed or returned to you by first class mail to the address on your account. If you make a deposit at a terminal and the amount keyed differs from the sum of the items deposited, a debit or credit adjustment will be made to your Account. During the verification process, items deposited that are not negotiable will be returned to you by first class mail to the address on the account. The dollar amount of non-negotiable items or endorsement exceptions will be deducted from the total dollar amount keyed in for deposit. For further information regarding holds on deposits and funds availability see the subsection titled "Funds Availability Schedule."

Termination of Card Privileges

Each Card is the property of the Credit Union. The Credit Union may terminate a Cardholder's Card privileges at any time without notice. A Cardholder may terminate his or her Card privileges at any time by writing the Credit Union at the address provided in the business services fee schedule. You agree to immediately notify the Credit Union in writing if a Cardholder's authorization to use a Card and/or PIN has been terminated and to return that Cardholder's Card to the Credit Union. If your Card privileges are terminated, you agree to immediately surrender your Card(s) to the Credit Union. Termination of Card privileges will not affect any rights and obligations for transactions made with a Card before the privileges were terminated.

Card Transactions

Daily Limits

If a Card is used to make ATM withdrawals or transfers or Point-of-Sale ("POS") purchases, the following rules apply. There is no limit on the number of times a Card may be used each day so long as the separately disclosed daily dollar limits are not exceeded. The ATM daily dollar limit is the maximum U.S. dollar amount of cash that can be withdrawn from any combination of your Linked Accounts using a Card. The POS daily purchase limit is the maximum U.S. dollar amount of purchases (including cash back, if any) that can be debited from your POS Access Account (including Overdraft protection plan funds used). For purposes of these daily limits only, a "day" is defined as the 24-hour period from midnight to midnight, Central Time. If a transaction is initiated in another time zone, it will be processed when the Credit Union receives it. The Credit Union will send notification if the Credit Union decreases these daily limits. If a Card is linked to one or more Credit Accounts, the agreements governing the Credit Accounts govern cash advances from the Credit Accounts made with a Card.

Rewards Program for Debit Cards

From time to time, the Credit Union may, at its sole discretion, offer and without prior notice modify or terminate rewards programs (each, a "Program") for certain Cardholders. Complete Program terms are provided upon enrollment in the Program.

Making Purchases with a Debit Card

Debit Cards can be used to make VISA® POS purchases in two ways described below. The funds used for these purchases are deducted from the designated business checking account and, if needed, any linked Overdraft protection plan funds. Purchases can be made at merchants or service providers that accept VISA® credit cards or business cards in retail outlets, over the Internet, through mail orders and on the phone. To do so, the Card is presented to the merchant and a receipt to authorize the purchase is signed. For Internet, phone and mail orders, Card number and the expiration date are provided.

Electronic Notice of Purchase

If the Credit Union receives an electronic notice that a purchase has occurred, a hold may be placed on your funds in your business checking account. The hold will be for the actual amount of the purchase or, depending on the merchant's practice, for the

anticipated amount of the purchase (which may be greater than the actual amount of the purchase). The hold may remain in effect from the time the notice is received until the merchant draft or other item is presented to the Credit Union. The amount of each purchase will be deducted from the available funds in your business checking account.

Overdrafts

If funds in your business checking account are insufficient for a requested purchase and an Overdraft protection plan has been established for that Account, then funds from the Overdraft protection plan will be accessed, if available, up to the amount of the requested purchase and advanced in accordance with the subsection titled "Overdraft Protection Plans" in Part I of this Agreement. If a requested purchase creates an Overdraft on your business checking account, the Credit Union may in its sole discretion, take any of the actions described in the subsection titled "Overdrafts and Insufficient Funds" in Part I of this Agreement.

Paying Bills with a Debit Card

A Cardholder may arrange with merchants or service providers to make one-time or recurring payments using a Debit Card. A one-time payment can be made anytime via the Internet or by phone by authorizing the merchant to bill the payment to the Debit Card number. Recurring payments can also be made automatically on a periodic basis (e.g., monthly).

Stop Payments on Purchases, Changes to Recurring Payments

Stop payments cannot be requested on one-time purchases made using a Debit Card. If a Cardholder has told a merchant or other billing entity in advance to make recurring debits to his or her Card, the Cardholder can stop any of these debits by contacting the merchant or other billing entity directly to cancel or discontinue any scheduled automatic bill payment. Some merchants require an advance notice to discontinue automatic payments, so the Credit Union recommends a Cardholder allow sufficient advance time for any changes to his or her payment service.

Transactions Outside the United States

If a Card is used to make an ATM withdrawal or a POS purchase outside the United States, the network that handles the transaction will convert the local currency amount of the transaction to U.S. dollars (or, in the case of a POS purchase only, the merchant that handles the transaction may convert the currency). If the network converts the currency, it will use either a rate selected by the network from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate the network itself receives, or the government-mandated rate in effect for the applicable central processing date. If the merchant that handles the POS purchase converts the currency, then the merchant will determine the currency conversion rate. For each purchase transaction or ATM withdrawal amount for ATM transactions in a foreign currency, the Credit Union will charge a Foreign Transaction Fee, which is based on the amount provided to the Credit Union by the network in U.S. Dollars (the "Network Transaction Amount").

ATM and POS Malfunctions

You agree not to hold the Credit Union responsible for damages that result from or are a consequence of an ATM or POS malfunction. You agree to promptly notify the Credit Union if an ATM fails to dispense the correct amount of cash or provide a proper receipt by calling or writing the Credit Union at the telephone number or address provided in the business services fee schedule.

Liability for Unauthorized Card Transactions

General

You are responsible for each Card linked to your Accounts. You will not be liable for unauthorized transactions except as explained below.

Unauthorized Transactions

An "Unauthorized Transaction" is a transaction that does not benefit you and is made by a person who does not have your actual, implied, or apparent authority to use a Card. Unauthorized Transactions do not include (that is, you are liable for):

- Any transaction by a co-owner (even though that co-owner is not a Cardholder), a Cardholder or person authorized by a Cardholder, or other person with an interest in

- or authority to transact business on your Account.
- Any transaction by a Cardholder that exceeded the authority given by you.
- Any transaction that resulted from inadequate internal controls organization.
- Any transaction a merchant has processed in error or a transaction involving goods or services with which the Cardholder is not satisfied.

If a Cardholder suspects that his or her Card has been lost or stolen, or that an Unauthorized Transaction has been made with his or her Card or Card number, notify the Credit Union as soon as possible by calling (952) 736-5000 or toll-free at (800) 345-2733. The sooner the Credit Union is notified, the sooner the Credit Union can protect your Linked Accounts. A delay in reporting the Unauthorized Transaction may affect your liability protection, as defined below.

Credit Union Notified Within 60 Days of Mailing of First Statement

Unless you were grossly negligent or fraudulent in the handling of your Account or Card, you have zero liability for an Unauthorized Transaction made with a Card or Card number as defined above if the Credit Union is notified of the Unauthorized Transaction within 60 days of when the first statement for your Account showing the Unauthorized Transaction was mailed.

Credit Union Notified More Than 60 Days after Mailing of First Statement

If the Credit Union is not notified within 60 days of when the first statement for your Account showing the Unauthorized Transaction was mailed, you will have the burden of proving that an Unauthorized Transaction occurred. You may be required to provide documentation in support of your claim, including an affidavit of unauthorized use and a police report. Additionally, in evaluating your claim, the Credit Union will consider whether any negligence on the part of the Cardholders within your organization has contributed to the transaction in question. Some of the factors that the Credit Union will consider in connection with this evaluation include:

1. Timely reporting of lost Card. Whether any loss or theft of the Card was reported to the Credit Union within 48 hours of discovery of the loss or theft.
2. Prompt review of statements. Whether you promptly reviewed the statements for your Linked Account(s).
3. Prompt report of Unauthorized Transactions. Whether, following discovery of an unauthorized use of the Card on a statement, the Unauthorized Transaction was reported to the Credit Union within 48 hours of the discovery.
4. Safeguard Card and PIN. Whether the Cardholder exercised reasonable care in safeguarding his or her Card, Card number, and PIN from loss or theft.
5. Multiple prior incidents. Whether you have reported multiple incidents of Unauthorized Transactions to the Credit Union within the 12-month period immediately preceding your claim and the facts and circumstances surrounding those incidents.

ExpressFoneSM Service

ExpressFone Service works with a touch-tone telephone and secret access code to conduct transactions. When you complete and sign a Credit Union application for ExpressFone application, you may also select your personal four digit access code to use with ExpressFone service. If you do not select your access code, the Credit Union will generate one for you and mail it to you. You cannot use ExpressFone without your access code.

1. Use of your access code. You can use your access code with a touch-tone telephone to:

- Make check withdrawals from specific savings and checking accounts.
- Obtain a loan advance from your overdraft credit line (Business Cash).
- Make transfers between your accounts. For example, you can transfer money from your savings account to your checking account.
- Make your loan payments from specific savings and checking accounts.
- Request information regarding your accounts. For example, you can inquire if a specific check has been paid or find out the balances in your accounts.

2. Limits on transactions. There is no limit on the number of times that you may use your access code each day. However, the limits on the number of transfers you can make are described in the subsection titled "Limitations on Transfers from Your Savings Account." You also agree:

- The credit union may set limits on the total dollar amount of any one transaction.

- The dollar amount of any transaction is limited to the amount of money you have in your account.
- The credit union has the right to check each transaction before it is treated as final.
- You are limited to transactions under \$10,000 using ExpressFone service.

3. Permitting others to use your access code. You (this includes all Authorized Signers) are responsible for the safekeeping of your access code. You will not permit any other person to use your access code. If you tell anyone your access code, you have given them the ability to make transactions from your accounts by using ExpressFone service.

4. Discontinuing ExpressFone Service. In the event that ExpressFone Service is no longer offered, the credit union is not required to notify you and the credit union will not be responsible for the failure to honor any ExpressFone transactions if service is discontinued.

5. Terminating your ExpressFone service privileges. The credit union may cancel your right to use your PIN with ExpressFone at any time by giving you written notice. You may cancel your use of your PIN with ExpressFone service at any time by writing or calling the credit union. The Agreement continues to apply to all transactions made before the cancellation.

Website, Online Banking and Mobile Banking Services.

You may use certain services the credit union offers if you have access to an electronic device (like a personal computer, tablet or mobile phone) that provides you with Internet access, compatible browser software and other software as may be required.

You can access the credit union's website at www.fireflycu.org. The website contains information about the credit union's products and services, an online banking log in section, links to other websites of common interest, applications for various services that can be completed online and a way to send electronic mail (e-mail) to the credit union. You may also use the credit union's online banking service when you complete and sign the credit union's ExpressFone/online banking application. Certain password and user name requirements are necessary to log in to online banking. Additionally, to enhance your online security, you will be prompted to provide another authentication step in the form of receiving a one-time passcode to complete the login process. If necessary, those requirements will be noted at time of login. You cannot use online banking without your user name and password (known as your online "credentials").

- 1. Use of your credentials.** You can use your credentials with any device that will access the Internet to:
 - Change your password and set other personal options for online banking service.
 - View the current balance of savings and loan accounts at the credit union.
 - View and print several months of transaction history for specific account transactions.
 - Make transfers between your accounts. For example, you can transfer money from your share savings account to your checking account.
 - Make transfers between your account and another member's account (your prior authorization is required).
 - Make your loan payments from specific savings and checking accounts.
 - Download your account information into money management software.
 - Complete requests for address changes, check reorders, stop payments and other services as the credit union may add from time to time.
 - Other services are available if you meet certain conditions (such as having an e-mail address), are of a legal age, use a credit union checking account, meet credit eligibility requirements and/or accept additional disclosures and agreements. These services include the ability to view your credit union account statements over the Internet, receive electronic notices via email or SMS texts, use Online Bill Payment and schedule future transfers between your accounts.
- 2. Use of your credentials for Mobile Banking.** You can also access certain online banking services from a compatible web-enabled mobile phone (or other web-enabled wireless device) that uses a data plan and allows secure traffic with a compatible mobile browser. You are responsible for any fees for data or text messaging services your wireless carrier may assess you. The credit union cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues. Information about the credit union's Mobile Banking service (including mobile applications) is available on our website at www.fireflycu.org. You can log into Mobile Banking at www.fireflycu.org or via mobile application available on select operating systems. Once logged in, you can perform

any of the following actions:

- View account balances and account histories
- Make transfers between your accounts
- Pay bills (if you have enrolled in the Online Bill Payment service)
- View loan and savings rate information
- Locate ATMs and credit union branches
- Other services are available if you meet certain conditions, are of a legal age, use a credit union checking account, meet credit eligibility requirements and/or accept additional disclosures and agreements.

3. Limits on transactions. There is no limit on the number of times that you may use your credentials each day.

- The credit union may set limits on the total dollar amount of any one transaction.
- The dollar amount of any transaction is limited to the amount of money you have in your account.
- The credit union has the right to check each transaction before it is treated as final.
- Your account history is limited to the amount of information the credit union can keep on its data processing system.

4. Permitting others to use your credentials. You are responsible for the safekeeping of your credentials. You will not permit any other person to use your credentials. If you tell anyone your credentials, you have given them the ability to make transactions from your accounts by using the online banking service. The credit union will not be liable for the use of your account information by any unrelated third party to whom you have provided your account number and credentials to including but not limited to account aggregation (account aggregator) services. You will be responsible for all transactions or actions by the account aggregator or any other third party to whom you have provided your password to, including charges and fees. You understand that all such transactions by the account aggregator or other third party are deemed authorized under the Electronic Funds Transfer Act. The credit union has no responsibility for any loss or damage that results from your involvement with an unrelated third party. In addition, the credit union disclaims all liability and has no responsibility if you suffer a loss resulting from your reliance on the manipulation or display of account data by unrelated third parties where the information has been obtained from the credit union, specifically including data provided to an aggregator at your request. Your rights in case your credentials are used by another person without your authority are described in the section titled, "Your Liability for Unauthorized Withdrawals."

5. Discontinuing Online Banking Service. In the event that online banking service is no longer offered, the credit union is not required to notify you and the credit union will not be responsible for the failure to honor any online banking Branch transactions if service is discontinued.

6. Terminating your Online Banking service privileges. The credit union may cancel your right to use the online banking service at any time by giving you written notice or, if you have not used your password to access the online banking service for over 120 days. You may cancel your use of online banking service at any time by writing or calling the credit union. The Agreement continues to apply to all transactions made before the cancellation.

Funds Transfers

General

Funds transfers to or from your Account will be governed by the rules of any funds transfer system through which the transfers are made, as amended from time to time, including, without limitation, the National Automated Clearing House Association and any regional association (each, an "ACH") and Clearing House Interbank Payments System ("CHIPS"). The following terms are in addition to, and not in place of, any other agreements between you and the Credit Union regarding funds transfers.

Notice of Receipt of Funds

Unless the Credit Union has otherwise agreed in writing, it will notify you of funds electronically debited or credited to your Account through the statement for your Account covering the period in which the transaction occurred. The Credit Union is under no obligation to provide you with any additional notice or receipt.

Reliance on Identification Numbers

If a transfer instruction describes the person to receive payment inconsistently by name and account number, payment may be made on the basis of the account number even if the account number identifies a person different from the named person. If a transfer instruction describes a participating financial institution inconsistently by name and identification number the identification number may be relied upon as the proper identification of the financial institution.

Duty to Report Unauthorized and Erroneous Fund Transfers

You will exercise ordinary care to determine whether a fund transfer to or from your Account was either erroneous or not authorized and will notify the Credit Union of the facts within a reasonable time not exceeding 14 days after the Credit Union sends you the statement for your Account on which the transfer appears or you otherwise have notice of the transfer, whichever is earlier. You will be precluded from asserting that the Credit Union is not entitled to retain payment unless you object to payment within the 14 day period.

Erroneous Payment Orders

The Credit Union has no obligation to detect errors in payment orders (for example, an erroneous instruction to pay a beneficiary not intended by you or to pay an amount greater than the amount intended by you, or an erroneous transmission of a duplicate payment order previously sent by you). Should the Credit Union detect an error on one or more occasions, it shall not be construed as obligating the Credit Union to detect errors in any future payment order.

Automated Clearing House (ACH) Transactions

The following terms apply to payments to or from your Account that are transmitted through an ACH:

- Your rights as to payments to or from your Account will be governed by the laws that govern your Account including, but not limited to, Regulation J and UCC4a.
- Credit given by a receiving financial institution to its customer for a payment from your Account is provisional until final settlement has been made or until payment is considered received under the laws that govern your Account.
- If final settlement or payment is not made or received, the receiving bank will be entitled to a refund from its customer and you, as the originator of the payment will not be considered to have paid the customer.
- If a payment is made to your Account and the Credit Union does not receive final settlement or payment is not received under applicable law, you will not be considered to have received payment, and the Credit Union will be entitled to reimbursement from you for that payment.
- You hereby authorize any Originating Depository Financial Institution (ODFI) to initiate, pursuant to ACH Operating Rules, ACH debit entries to your Account for electronic presentment or re-presentment of Items written or authorized by you.

¹Federal Reserve Holidays are defined as New Year's Day (January 1), Martin Luther King, Jr. Day (the third Monday in January), Washington's Birthday (the third Monday in February), Memorial Day (the last Monday in May), Independence Day (July 4), Labor Day (the first Monday in September), Columbus Day (the second Monday in October), Veterans Day (November 11), Thanksgiving Day (the fourth Thursday in November), or Christmas Day (December 25). If January 1, July 4, November 11, or December 25 fall on a Sunday, the next Monday is not a business day.



(800) 345-2733
(952) 736-5000

fireflycu.org

LIFE ILLUMINATED.