



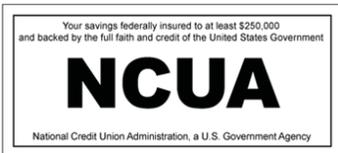
**This document contains the following:**

- Membership and Account Agreement and Disclosure
- Funds Availability Policy
- Truth in Savings Account Disclosure
- Electronic Funds Transfer Agreement and Disclosure

Please contact Boulder Valley Credit Union if you have any questions.

303.442.8850

[www.bvcu.org](http://www.bvcu.org)



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## Membership and Account Agreement and Disclosure

This Agreement covers the rights and responsibilities concerning your Account(s) with Boulder Valley Credit Union. In this Agreement, the words “you” and “yours” mean anyone who signs an account card or Account Disclosure, or otherwise opens an account at the Credit Union. The words “we,” “us” and “our” mean the Credit Union. The word “account” means any one or more Savings or other accounts you have with the Credit Union. The words “share account” mean savings account, and the words “share draft account” mean checking account.

Your account type(s) and ownership features are designated on your account card. By signing an account card, each of you, jointly and severally, agree to the terms and conditions in this Agreement and account card, Funds Availability Disclosure, Electronic Funds Transfer Disclosure, the Truth in Savings Terms and Conditions Disclosure, any account receipt accompanying this Agreement, the Credit Union’s Bylaws and policies, and any amendments of these documents from time to time that collectively govern your Membership and Accounts.

**1. MEMBERSHIP ELIGIBILITY.** To join the Credit Union, you must meet the membership requirements including purchase and maintenance of at least one share (the “membership share”) as set forth in the Credit Union’s Bylaws. To verify your eligibility for any account(s), service(s), or loan products, now and in the future, or to assist us in enforcing our rights under any agreement that you may have with us, you authorize us to make inquiry to determine your employment history and to obtain information concerning any accounts with other institutions and your credit history, including consumer credit reports. If you request a non-natural person account such as a business account, trust account or estate account, you authorize us to make such employment, credit and financial institution inquiries (including the acquisition of consumer credit reports) as we deem necessary on all individuals signing on the account in any capacity to determine the employment history, financial institution history and credit history of all such parties. You agree that this authority applies to any account, account-related service, loans or other financial products you request or which we may offer or make available to you. Credit report information pulled in connection with any authorized request for any service or accounts with the Credit Union may be used to assess and/or offer other Credit Union services and/or products. By signing the Credit Union’s Membership application you certify that you are within the Credit Union’s field of membership. In the event that the Credit Union at any time determines that you are not legally eligible for membership, or you fail to provide such information upon request as is necessary for the Credit Union to ascertain your continued eligibility for membership, or you fail to provide such information or documentation to the Credit Union as is required by law, or you fail to maintain the required membership deposit in your membership account, the Credit Union reserves the right to close your Credit Union account(s) upon notice to you. Falsifying any submitted information shall also be grounds for immediate closure of all accounts upon notice to you. Certain types of accounts, such as IRA accounts, may be exempt from the membership deposit requirement because you must continuously maintain a separate membership account with the required membership deposit.

**2. INDIVIDUAL ACCOUNTS.** An individual account is an account owned by one member, including any individual, partnership, or other organization qualified for Credit Union membership. If the account owner dies, the interest passes, subject to applicable law, to the designated Payable on Death (POD) beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner’s agent prior to notice of an owner’s death. If there is no Payable on Death beneficiary listed on the account, the account interest shall pass to the decedent’s estate, subject to our rights as noted above.

**3. JOINT ACCOUNTS.** An account owned by two or more persons is a joint account.

a. Rights of Survivorship. Unless otherwise stated on the account card, a joint account includes rights of survivorship. This means when one owner dies, all sums in the account will pass to the surviving owner(s). For a joint account without rights of survivorship, the interest of a deceased owner will pass to the decedent’s estate, unless a payable on death beneficiary has been designated. Unless otherwise stated on the account card, a joint account owned by individuals is an account with rights of survivorship, and the interest of a deceased owner will pass to the surviving owner(s). A surviving owner’s interest is subject to the Credit Union’s statutory lien

for the deceased owner's obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it. The rights of a joint owner will always supercede the rights of any designated payable on death beneficiaries.

b. **Control of Joint Accounts.** Any single account owner acting alone is authorized and deemed to act for all other account owner(s) and any individual owner may instruct us regarding transactions and other account matters pertaining to any subaccount connected to the account, including loans connected to the account. Each owner guarantees the signature(s) of all other owner(s). Except as otherwise set forth herein, any single account owner may individually withdraw any or all funds, stop payment on items, request and utilize debit and ATM transaction card(s), order checks, contract for overdraft protection, sign-up for and engage in on-line or signatureless transactions, transfer or pledge to us all or any part of the savings on deposit, or engage in any other activity concerning the account without the consent of the other joint account owner(s). In each such case, the act of any single account owner is binding upon all of the other joint account owners. We have no duty to notify any other owner(s) about any transactions. We reserve the right to require written consent of any or all of the account owners, for any transaction(s) which we deem unusual, or for any change to, termination or closure of a joint account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend all account activity or terminate the account and require a court order or written consent from all owners to act.

c. **Joint Account Owner Liability.** Each individual account owner individually guarantees absolutely and unconditionally the prompt payment when due and performance when required of all obligations of the other joint account owner(s) under this Membership and Account Agreement. If a deposited item in a joint account is returned unpaid, an account is overdrawn, or if we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for the amount of the returned item, overdraft, or unpaid amount and any account charges or fees, regardless of which owner initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of any joint owner or all funds in the joint account regardless of who contributed them. We may issue ATM or Debit transaction cards or devices to any account owner who requests them. All account owners are jointly and severally liable for all account activity related to such transaction devices regardless of which owner(s) holds the card(s) and regardless of which owner initiated or benefited from the card transaction(s). In the event that any account owner provides access to your account information or transaction cards or devices to a family member, relative, friend, employee or other third party, all account owners are jointly and severally responsible for all account activity initiated and/or losses caused by such third parties.

d. **Change of Ownership.** If you wish to add a joint owner to your account, we reserve the right to require you to amend the Membership and Services Application and/or Signature Card to reflect the new joint owner(s) and provide us with such information and documentation regarding the new joint owner(s) as we may request, including but not limited to (a) the new joint owner(s) personal and taxpayer information, and (b) the new joint owner(s) signature. You understand and agree that all such new account owners shall be subject to Credit Union membership eligibility inquiries to determine such persons' employment history, credit history and to obtain information concerning any accounts with other institutions, including the acquisition of consumer credit reports. You agree to obtain any necessary authorization for such inquiries from such proposed new joint owners, and you agree to indemnify and hold the Credit Union harmless from and against any loss, cost or damage sustained by the Credit Union related to the making of such inquiries. The Credit Union reserves the right to refuse to allow an individual to be added as a new joint owner to your account, and the Credit Union may require that an existing joint owner be removed from your account without prior notice for any reason deemed necessary by the Credit Union for the protection of the Credit Union or any member of the Credit Union.

4. **POD ACCOUNTS.** A Payable on Death (POD) account designation is an instruction to the Credit Union that an account so designated is payable to the owner or owners during their lifetimes, and when the last account owner dies, it becomes payable to any named and surviving POD beneficiary/payee. Accounts payable to more than one surviving beneficiary/payee become owned jointly by such beneficiaries/payees without rights of survivorship upon the death of the last account owner. Any POD or trust beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs),

which are governed by a separate beneficiary/payee designation. We are not obligated to notify any beneficiary/payees of the existence of any account or the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law.

5. **TRUST ACCOUNTS.** The following rules govern trust accounts:

a. A lawfully created trust may establish an account at the credit union under certain criteria. A lawfully created trust is a trust which has been lawfully created in the United States pursuant to a written trust agreement executed by the Grantor/Settlor in which persons or entities have been designated to serve as Trustee(s) and administer the Trust by exercising the powers and authority described in the trust agreement. If the trust is designated as revocable, all of the Settlor(s)/ Grantor(s) of the trust must be current members of the credit union. If the trust is revocable and some of the Settlor(s)/ Grantor(s) are not members in the Credit Union, the trust cannot be established at the credit union. If the trust is designated as irrevocable, either all of the Settlor(s)/ Grantor(s) of the trust or all of the trust beneficiaries must be current members of the credit union. If the trust is irrevocable and either all of the Settlor(s)/Grantor(s) or all of the beneficiaries are not members of the credit union, the trust cannot be established at the credit union.

b. The Credit Union does not have a trust department. Therefore, the Credit Union cannot act as a Trustee of any shares held in a trust account, nor is the Credit Union obligated to perform any administrative duties specific to a trust. You understand and agree that the Credit Union is not bound by and may ignore any specific provisions of a trust which impose any duties, restrictions or other obligations upon the Credit Union, regardless of whether the Credit Union has received a copy of the trust. The Credit Union reserves the right to close any trust account at any time by remitting the funds on deposit to the last known trustees.

c. Any individual trustee may act for the trust and may instruct us regarding transactions and any other account matters. Each trustee guarantees the signature(s) of all other trustee(s). Any single trustee may individually withdraw any or all funds, stop payment on items, order checks, or engage in any other activity concerning the account without the consent of the other trustee(s). In each such case, the act of any single trustee is binding upon the trust and all of the other trustee(s). We have no duty to notify any other trustee(s) about any transactions. Cross-member account transfers may be made in person on trust accounts.

6. **ESTATE ACCOUNTS.** A lawfully created estate may establish an account at the Credit Union under certain criteria. A lawfully created estate is an estate created by a court of competent jurisdiction for the benefit of a deceased member or a member under the protection of the court. Only the persons or entities who have been designated to serve as personal representative(s)/conservator(s) may transact business on the account. Any individual personal representative/conservator may act for the estate and may instruct us regarding transactions and any other account matters. If more than one personal representative/ conservator is required to authorize a transaction, the estate cannot maintain an account at the Credit Union. Each personal representative/conservator guarantees the signature(s) of all other personal representative(s)/ conservator(s). Any single personal representative/ conservator may individually withdraw any or all funds, stop payment on items, order checks, or engage in any other activity concerning the account without the consent of the other personal representative(s)/ conservator(s). In each such case, the act of any single personal representative/ conservator is binding upon the estate and all of the other personal representative(s)/ conservator(s). We have no duty to notify any other personal representative(s)/ conservator(s) about any transactions. Cross-member account transfers may be made in person on estate accounts.

7. **ACCOUNTS FOR MINORS.** We reserve the right to require any account established by a minor to be a joint account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may pay or refuse to pay funds directly to a minor listed on an account at our discretion without regard to his or her minority. We may refuse to make modifications to an existing account at the request of a minor, unless those requested modifications are accompanied by the consent of an adult also listed on the account. Unless a guardian or parent is an account owner on the child's account, the guardian or parent shall not have any right to access the account. We have no duty to inquire about the use or purpose of any transaction. We reserve the right to refuse to change the account status when the minor reaches the age of majority, unless authorized in writing by all account owners.

**8. UNIFORM TRANSFER/GIFT TO MINORS ACCOUNT.** A Uniform Transfer/Gift to Minors Account (UTMA/UGMA) is an individual account established by a member as a custodian who deposits funds as an irrevocable gift to a minor. The minor to whom the gift is made is the beneficiary of the custodial property in the account. The custodian has possession and control of the account for the exclusive right and benefit of the minor, and barring a court order otherwise, is the only party entitled to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction. If the custodian dies, we may suspend the account until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawal.

**9. BUSINESS ACCOUNTS.** Subject to certain restrictions, a lawfully created and operating business may establish one or more accounts at the Credit Union under certain established criteria. The Credit Union does not offer services to certain types of business, including but not limited to "Money Service Businesses" and dispensaries of controlled substances. The Credit Union reserves the right to require or request at any time any documentation deemed necessary by the Credit Union to (a) verify the legal existence or good standing of the business, or (b) verify the nature, specific business activities and transactional account activities of any account holder. Failure to promptly provide such requested information, or falsifying any submitted information, shall be grounds for immediate closure of all accounts held by such account holder. Additionally, the Credit Union reserves the right to refuse to open a new business account, or close an existing account, for any reason deemed necessary by the Credit Union in its sole and absolute discretion. Only the persons or entities who have been designated to serve as representatives of the business or authorized Business Card users may transact business on a business account. Any named representative of the business acting alone may act for the business and may instruct us regarding transactions and any other account matters. Each representative of the business guarantees the signature(s) of all other representatives of the business. Any single representative of the business may individually withdraw any or all funds on deposit, stop payment on items, order checks, or engage in any other activity concerning the business account without the consent of the other named representatives. In each such case, the act of any single business representative is binding upon the business and all of the other business representatives. We have no duty to notify any other representative of the business about any transactions. The stated limitations on your liability to the Credit Union set forth herein do not apply in the case of business or other non-personal accounts. Under no circumstances will we be liable for any special or consequential damages involving such accounts.

**10. AGENCY OR DEPUTY DESIGNATION ON AN ACCOUNT.** A deputy designation is an instruction to us that the owner authorizes another person to make transactions as deputy for the account owner regarding the accounts designated. A deputy has no ownership interest in the account(s) or Credit Union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the deputy, unless required by law. The member must cancel the deputy designation by signing the appropriate form(s). The deputy designation is automatically revoked upon the death of any of the owners of the account.

**11. REPRESENTATIVE PAYEE.** A representative payee is an individual designated by the social security administration to receive funds and transact business on behalf of a disabled or otherwise incapacitated member. A representative payee has no ownership interest in the account(s) or Credit Union voting rights. We may rely upon the instructions given to us by the representative payee concerning the account and the owner and the representative payee are jointly and severally liable for all transactions on the account. We have no duty to inquire about the use or purpose of any transaction made by the representative payee.

**12. DEPOSIT OF FUNDS REQUIREMENTS.** Funds may be deposited to any account in any manner approved by the Credit Union in accordance with the requirements set forth on the Funds Availability Disclosure based on Regulation CC.

a. Endorsements. We may accept transfers, checks, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft or item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or item as though it is payable to either person. We have the right to require endorsement exactly as set forth on the item. Endorsements must be made on the back of the check within 1½ inches from the top edge, although we

may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.

b. Collection of Items. We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. Deposits made by mail, a night depository or at unstaffed facilities are not our responsibility until we receive them. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. The Credit Union reserves the right to send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any midnight deadline limits.

c. Final Payment. All items or Automated Clearing House (ACH) transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items or ACH transfers or both. We may impose a return item charge on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or to return any item or funds transfers. The Credit Union shall have the right to charge back against your account all previously deposited items or other items endorsed by you that are returned to the Credit Union unpaid, regardless of whether the amount of the item has been available for your use.

d. Direct Deposits. We may offer preauthorized deposits (i.e., payroll, Social Security, retirement, or government distributions) or preauthorized transfers from other accounts. You must authorize each direct deposit or preauthorized transfer by filling out a separate form. You must notify us at least thirty (30) days in advance to cancel or change a direct deposit or transfer option. If your account is overdrawn, you authorize us to deduct the amount that is overdrawn from any deposit including deposits of government payments or benefits. Upon a bankruptcy filing, unless you cancel an authorization we will continue making direct deposits in accordance with your authorization on file with us. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

e. Crediting of Deposits. Deposits made after the deposit cutoff time and deposits made on holidays or days that are not our business days will be credited to your account on the next business day. Deposits at an unstaffed facility such as a night depository will be credited on the day funds are removed and processed. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding any items we purchase or receive for credit or collection to your account.

f. Large Currency Transactions. The Bank Secrecy Act (a federal law) requires the filling out and filing of a Currency Transaction Report (CTR) for any large currency transaction. Specific information is required to fill out the CTR. The member must provide proper identification and the appropriate information or the transaction will not be completed.

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

h. Substitute Checks. You agree not to deposit any substitute check or similar item that you have created, or for which no financial institution has provided any substitute check warranties and indemnity. If you do so, you agree to indemnify us for all losses we incur in connection with the substitute check or item. You agree not to deposit any substitute check without our consent.

i. Reliance. The Credit Union and its employees have no ability to make any representation or warranty of any kind regarding the character, validity or authenticity of any item submitted to the Credit Union for deposit. You agree not to request any Credit Union staff member to comment on the character, validity or authenticity of any deposit item, and you agree not to rely on any such comments that may at any time be made by any Credit Union staff member. Additionally, you agree to indemnify and hold the Credit Union harmless from any loss, cost or damage incurred by you or the Credit Union stemming from any item which you deposit.

j. Direct Deposit or Transfer Authorization/Bankruptcy. If you file bankruptcy and fail to cancel any instructions in your direct deposit or

transfer authorization, then you hereby instruct your employer and us to continue to make and apply deposits, make loan payments in order to avoid delinquency and other transfers in accordance with your authorization, until written notification is received by us to discontinue any payments or transfers.

k. Multiple Payees. Unless any check, or other instrument expressly indicates that the item is payable to conjunctive payees, the instrument shall be deemed payable in the alternative. If there is any ambiguity, the instrument shall be deemed payable in the alternative (example: a check payable to "A and B" shall be deemed a conjunctive instrument. A check payable to "A or B"; "A, B;" "A/B"; where "A and B are listed on separate lines"; or otherwise where not expressly conjunctive using the word "and" shall be deemed payable in the alternative).

l. Reservation of Rights. The Credit Union reserves the right to refuse to accept any item presented for deposit, and you agree to hold the Credit Union harmless in that regard.

### 13. ACCOUNT ACCESS.

a. Authorized Signature. Your original signature on the account card or the electronic signature held in our electronic card storage authorizes your account access. We will not be liable for refusing to honor any item or instruction if we do not have an original signature and/or we believe that the signature is not genuine. In the event that we elect to honor an item on one or more occasions without an original signature, that shall not obligate us to accept such items at other times. We may honor any check that appears to bear your facsimile signature even if it was made by an unauthorized person. We may also honor any checks without your original signature if you have previously issued similar instruments and/or we reasonably believe that the instrument was made by you. If you give your account number to a third person, you authorize us to honor transactions initiated by the third person even if you did not specifically authorize a particular transaction. If you elect to utilize a Bill Payer service, you expressly adopt the words "Signature on File" as your signature on any check issued on your behalf and drawn on your account. By using such service you expressly authorize us to honor all checks for payment of money drawn on your account bearing the words "Signature on File." If you sign up for our Online banking service, you understand and agree that all persons listed as joint owners on any share account shall have unlimited access to all sub-accounts established under your membership number; including but not limited to any existing checking account, Visa Credit Card Account, Home Equity Line of Credit, etc.. By signing up for Online banking and/or utilizing the online banking service, you authorize all joint account owners, whether now existing or added in the future, to have unlimited access to all of your accounts, including the right to make advances under any available credit line. In the event that the account card(s) or other account documentation that you have provided to us contains ambiguous, inconsistent or conflicting terms, you agree that the credit union shall have the right to interpret such ambiguous, inconsistent or conflicting terms or documentation in the manner deemed most appropriate by the credit union, in its sole judgment, based on the credit union's policies, procedures and records. Furthermore, you agree to indemnify and hold the credit union harmless for making such determination.

b. Access Options. You may withdraw or transfer funds from your account(s) in any manner that we permit (i.e., check, Automated Teller Machine (ATM), in person, by mail, automatic transfer, internet access, automated telephone teller or telephone, as applicable). We may return as unpaid any check on a form we do not provide, and you are responsible for any loss we incur handling such a check. We have the right to review and approve any form of power of attorney and may restrict any transactions on your accounts. We are under no obligation to honor any power of attorney.

c. ACH & Wire Transfers. Except as amended by this Agreement, electronic funds transfers we permit that are subject to Article 4A of the Uniform Commercial Code will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the Credit Union is located. We may execute certain requests for electronic funds transfers by Fedwire. Fedwire transactions are subject to Federal Reserve Board Regulation J. You may order electronic funds transfers to or from your account. If we provide this service, we will debit your account for the amount of an electronic funds transfer and will charge your account for any fees related to the transfer. Unless we agree otherwise in writing, we reserve the right to refuse to execute any order to transfer funds to or from your account. We are not obligated to execute any order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. We are not liable for errors, delays, interruptions or

transmission failures caused by third parties or circumstances beyond our control including mechanical, electronic or equipment failure. We will not provide you with next day notice of ACH, wire transfers and other electronic payments credited to your account. You will receive notice of such credits on your account statement. We may provisionally credit your account for an ACH transfer before we receive final settlement. We may reverse the provisional credit or you will refund us the amount if we do not receive final settlement. You may contact us to determine whether a payment has been received. If we are required by law to pay you interest, we will pay you interest based on the lowest nominal dividend or interest rate we paid on any accounts during the period for which we owe you interest. Payment orders we accept will be executed within a reasonable time of receipt. A payment order may not necessarily be executed on the date it is received. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments and if received after a cut-off time, may be treated as having been received on the next following funds transfer business day. Information about any cut-off times is available upon request. When you initiate a wire transfer, you may identify the recipient and any financial institution by name and by account or identifying number. The Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or identifying number even if the number identifies a different person or financial institution. Any account owner may amend or cancel a payment order even if that person did not initiate the order. We may refuse requests to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any ACH or wire transfer that you initiate, or from any actual or attempted amendment or cancellation of a payment order. We may require you to follow a security procedure to execute a payment order or certain electronic funds transfer transactions. We will notify you of any such security procedures and you agree that our security procedures are commercially reasonable.

d. Credit Union Examination. We may disregard information on any check, other than the signature of the drawer, the amount and any magnetic encoding. You agree we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

e. Electronic Check Transactions.

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

2. Electronic Check Authorization. When you or any person with authority authorize any Electronic Check you agree: (1) that we may pay the item as submitted to us; (2) that you shall be solely responsible for all information transmitted regarding such item(s) including but not limited to the payee(s) the amount(s) of the item(s), and endorsements or the lack thereof; and (3) you agree to indemnify us for all losses we incur in connection with any Electronic Check you authorize.

3. Electronic Re-presented Checks. If you write a check on a personal account that we return unpaid because of insufficient or uncollected funds, payee or any subsequent holder of the check may re-present the check to us, through an electronic instruction ("Electronic Re-Presented Check") to charge your account for the amount of the check. If we receive an electronic re-presented check, we will pay or return the electronic re-presented check as if the original paper check was presented to us. Any collection fee you authorize the merchant to debit from your account is an electronic funds transfer subject to the terms of the Electronic Funds Transfer Agreement/ Disclosures. If you want to reverse an electronic re-presented check, you must give us an affidavit within 15 days after we send or make available to you the periodic statement that reflects payment of that electronic re-presented check. In your affidavit, you must declare and swear under oath that the electronic re-presented check was ineligible or unauthorized. If we receive a proper notice or affidavit from you within the 15-day period, we will re-credit your account with the amount of the charge. If you wish to stop payment of any electronic re-presented check, you must follow the procedures contained in the Agreement for stopping payment of checks, not

the procedures for stopping payment on electronic loan or bill payments. If you ask us to request the depositor's bank to send us the original paper check or a copy of the paper check, and we provide it to you, you agree that you will not seek to have your account re-credited due to a prior stop payment order or if the item is otherwise ineligible for collection.

f. Electronic Records and Receipts. Certain Credit Union transactions are authenticated or verified by means of electronic receipts, signatures or other acknowledgments. Additionally, certain Credit Union records are maintained electronically rather than in paper form. As a condition of your membership with the Credit Union, you hereby consent to such electronic methods of doing business and further agree to be bound by your electronic signatures or other acknowledgments relating to your account and loan transactions with the Credit Union.

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

h. Powers of Attorney. The Credit Union may allow a third person acting as your attorney-in-fact to make transactions regarding your account(s), pursuant to a Power of Attorney, but you agree that the Credit Union has no obligation to do so. You agree that we may in our discretion refuse to honor any Power of Attorney presented to us for any reason permitted by law. You also agree that we may rely upon a submitted Power of Attorney and that we have no obligation to verify the scope, authenticity, and validity of any Power of Attorney presented to us. If we accept the Power of Attorney, the Credit Union has no duty to inquire as to the use or purpose of any transaction(s) by your attorney-in-fact, and may restrict or refuse account access, withdrawals and transfers. Additionally, you agree that the Credit Union has no obligation to determine the duration of any Power of Attorney or the qualifications of the named attorney-in-fact. It is the sole responsibility of the account owner(s) to notify the Credit Union to remove POA access to an account once an accepted Power of Attorney is no longer necessary or appropriate. Further, you agree that we may request (a) an Agent's Certification under penalty of perjury in a form deemed acceptable to the Credit Union of any factual matter concerning the Principal, the Agent, or the Power of Attorney; (b) an English translation of the Power of Attorney if the Power of Attorney is not legible or contains, in whole or in part, language other than English; and/or (c) an opinion of counsel selected by the Credit Union as to any matter of law concerning the Power of Attorney. You agree to reimburse the Credit Union for all costs and expenses, including attorneys' fees, we incur to obtain such legal opinion or otherwise handle or process any Power of Attorney that you submit to the Credit Union, and you agree to indemnify us for any loss or other expense we incur from our acceptance of and reliance upon your Power of Attorney.

**14. ACCOUNT RATES AND FEES.** We pay account earnings and assess fees against your account as set forth in the Truth-in-Savings Disclosure and the Fee Schedule. We may change the terms of this Agreement, the Truth-in-Savings Disclosure and Fee Schedule at any time. You will be notified of such changes as required by law.

**15. TRANSACTION LIMITATIONS.**

a. Withdrawal Restrictions. We permit withdrawals only if your account has sufficient available funds to cover the full amount of the withdrawal or have an established overdraft protection plan. Checks or other transfer or payment orders that are drawn against insufficient funds will be subject to a fee as set forth in the Fee Schedule. If there are sufficient funds to cover some but not all of your withdrawal orders, we may allow those withdrawals for which there are sufficient funds in any order at our discretion.

We may refuse to allow a withdrawal in some situations, and will advise you accordingly; for example: (1) a dispute between the owners (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; (5) you fail to repay a Credit Union loan on time. We reserve the right to require members to give notice in writing of any intended withdrawals from any account of not less than seven (7) days and up to sixty (60) days in accordance with

applicable law before such withdrawal except for the funds in the Checking Account.

b. Transfer Limitations. We may limit the dollar amount or the number of transfers from your account. Please consult your Truth-in-Savings Disclosure or your Electronic Funds Transfer Agreement and Disclosure for more information.

c. Over-The-Counter Check Presentation. You agree that we may impose a fee as set forth in the Fee Schedule on the payee or other holder of a check or other item drawn against your account(s) that is presented for payment over-the-counter (in-person or otherwise) at the Credit Union rather than being deposited in an account at another institution and presented for payment through the check collection system.

d. Checks From Source Other Than Credit Union Approved Vendor. You agree to use the Credit Union approved check vendors for check printing. If you choose to use other check printing vendors you acknowledge and agree that we have no responsibility or liability to you for and you agree to indemnify us from any loss, cost or damage in whole or in part resulting, arising or related to/from non-payment; no account returns, insufficient funds returns; or other processing or payment errors with regard to any check you use not printed by our approved vendor.

**16. CERTIFICATE ACCOUNTS.** Any certificate is subject to the terms of this Agreement.

**17. OVERDRAFTS.**

a. Overdraft Liability. If on any day, the funds in your Checking Account are not sufficient to cover checks, debit card transactions, fees or other items posted to your account, those amounts will be handled in accordance with our overdraft procedures or an overdraft protection source you have with us. The Credit Union's determination of an insufficient account balance may be made at the Credit Union's sole discretion any time between presentation and the Credit Union's midnight deadline with only one review of the account required. We do not have to notify you if your Checking Account does not have funds to cover checks, fees or other posted items. Whether the item is paid as a courtesy or returned, your account may be subject to a charge as set forth in the Fee Schedule. Except as otherwise agreed in writing, we, by covering any overdraft, do not agree to cover overdrafts in the future. We may discontinue covering overdrafts at any time without notice. If we pay a check or impose a fee that would otherwise overdraw your account, you agree to pay the overdrawn amount and any assessed fees immediately unless you have made other arrangements with the credit union. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any midnight deadline limits.

b. Overdraft Protection. If we have approved an overdraft protection for your account, we will honor checks drawn on insufficient funds by transferring funds from another source, as you have directed, or as required under the Credit Union's overdraft protection policy. If you have not directed us to pull funds from another source, we will automatically use your savings account as the first overdraft source. In the event that there are insufficient funds in your savings account, the credit union may pull funds from any account that you maintain at the credit union. The fee for overdraft transfers, if any, is set forth in the Fee Schedule. The Credit Union may rely upon your overdraft Authorization until it is revoked or modified in writing by any account owner or an authorized representative, or by court order. You agree that all checking account overdraft transactions shall be governed by the Credit Union's current membership and deposit account contracts, rules and regulations, and fee schedules. You further agree that the Credit Union shall have no duty to make inquiries or monitor any overdraft account activities, payments, withdrawals, deposits, use of funds, or other actions of any account owner. You shall remain personally liable to the Credit Union for any overdraft activity, and agree to indemnify and hold the Credit Union harmless from any and all loss, cost or damage incurred or suffered by the Credit Union at any time by reason of the Credit Union honoring your instructions concerning overdraft activity or paying any overdraft. The terms and existence of your overdraft protection privileges may be revoked, modified or supplemented by the Credit Union at any time with or without advance notice to you.

**18. POSTDATED AND STALEDATED CHECKS.** We may pay any check without regard to the date of the check even if the check is presented for payment before its date. You also agree not to deposit checks or other items before they are properly payable. The Credit Union may at its option, but is under no obligation to you, pay a check drawn on your account which is

presented more than six (6) months after its date. The Credit Union shall have no liability for such payment.

**19. STOP PAYMENT ORDERS.**

a. Stop Payment Order Request. You may request a stop payment order on any check, including postdated checks, you or any account owner draw upon any savings, checking, or loan account. You may also request a stop payment on a series of checks which are lost or stolen. You may request a stop payment by telephone, by mail, or in person. The stop payment will be effective if we receive the order in time for us to act upon the order. You must state the account number, check number, and its exact amount for an individual check. You understand that the exact information is necessary for the Credit Union's data processing system to identify the check. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the check. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the check. If we recredit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer all of your rights against the payee or other holders of the check to the Credit Union, and to assist us in any legal action. The Credit Union shall not be responsible or liable for failing to stop payment of any check or other instrument, if the instrument has been modified or issued in such a way that prevents the Credit Union from being able to reasonably identify or track the instrument.

b. Duration of Order. You may make an oral stop payment order which will lapse within fourteen (14) calendar days unless confirmed in writing within that time. A written stop payment order will be effective for six months. A written stop payment may be renewed in writing with the appropriate fee from the Fee Schedule. We do not have to notify you when a stop payment order expires.

c. Certified/Credit Union Issued Items. The Credit Union has no obligation to honor a stop payment request pertaining to a certified or Credit Union issued item. However, under certain conditions the Credit Union may effectuate such a request. Such conditions may include but are not limited to: a) your purchasing a lost instrument bond; b) your executing and providing to the credit union a declaration of loss form satisfactory to the Credit Union; and c) your providing such other assurances to the Credit Union as the Credit Union may request. In the event that the Credit Union accepts a stop payment request on a certified or credit union issued item, that stop payment is subject to being lifted at the Credit Union's discretion and to waiting such period of time as the Credit Union may require before reissuing or recrediting the funds.

d. Liability. Fees for a stop payment order are set forth in the Fee Schedule and are subject to change at the Credit Union's discretion. All stop payment requests are subject to your compliance with the Credit Union's rules, regulations and procedures regarding stop payment orders. You agree to indemnify and hold the Credit Union harmless from all costs, expenses, damages or claims, including attorney's fees, related to a stop payment request or our refusing payment on an item. This includes but is not limited to claims of any joint account owner, payee, holder or endorser.

**20. CREDIT UNION LIABILITY.** If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if: (1) your account contains insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; (4) your account is subject to legal process or other claim; or (5) your account does not meet our membership requirements as set forth in this Agreement. We also reserve the right to deny liability related to any transaction when we determine that your own actions or omissions to act substantially contributed to the incurrence of the claim or loss. We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft and we shall have no liability for refusing payment. We will not be liable for consequential damages, except liability for wrongful dishonor. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearing house rules, and general banking practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Account Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.

**21. CHECKS PRESENTED FOR PAYMENT IN PERSON.** We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft and we shall have no liability for refusing payment.

**22. CREDIT UNION LIEN AND SECURITY INTEREST.** Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. Federal or state law, depending on whether we have a federal or state charter, gives us a lien on all shares and dividends and all deposits and interest, if any, in accounts you have with us now and in the future. Except as limited by state or federal law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you or your estate are in default. After you are in default, we may exercise our statutory lien rights without further notice to you.

Your pledge and our statutory lien rights will allow us to apply the funds in your account to what you owe when you are in default, except as limited by state or federal law. If we do not apply the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply the funds in your account(s) to the amount you owe us at a later time. The statutory lien and your pledge does not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security. By not enforcing our right to apply funds in your account to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

**23. LEGAL PROCESS.** If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest. Any collateral pledged by you at any time as security for any of your loan obligations to us (excluding real estate loans) shall also serve as collateral to secure payment of any and all other liabilities or obligations which you now or in the future may owe to us until we agree in writing to release our security interest on such loan collateral. This cross-collateral right of the Credit Union shall also extend to any and all additions, accessions, attachments, improvements, accessories, repairs, replacements or substitutions to such pledged collateral. If we receive a garnishment or levy on any of your accounts, you agree that the Credit Union may offset any amount subject to garnishment or levy against any indebtedness that you may now or hereafter owe to the Credit Union. Additionally, you agree that the Credit Union may assess your account a reasonable fee not to exceed \$50.00 to compensate the Credit Union for the cost of processing the garnishment or levy.

**24. ACCOUNT INFORMATION.** Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure complies with the law or a government agency or court order; or (4) you give us your written permission.

**25. NOTICES.**

a. Name or Address Changes. You are responsible for notifying us of any address, phone number, or name change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. The Credit Union may accept an oral notice of an address change only if you provide your account password, and may require written or electronic notice that must include your signature or other specified account authentication. The Credit Union may impose a Bad Address Fee as set forth in the Fee Schedule.

b. Notice of Amendments. Except as prohibited by applicable law, we may change the terms of this Agreement. We will notify you of any changes in terms, rates, or fees as required by law. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to future enforcement.

c. Effect of Notice. Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is deposited in the U.S. Mail, postage prepaid, and addressed to you at your statement mailing address. Notice to any account owner is considered notice to all account owners.

**26. TAXPAYER IDENTIFICATION NUMBERS AND BACKUP WITHHOLDING.** Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service a percentage of dividends and certain other payments. If we believe that the TIN you provided to us may be incorrect, we may request additional documentation at any time to confirm your provided TIN. If you fail to provide such additional documentation as we may request, you fail to provide a TIN, or we find that the TIN you provided is incorrect, the Credit Union may, at its option, suspend the opening of your account, restrict your membership privileges or close your account and all related member services, whichever is applicable.

**27. STATEMENTS.**

a. Contents. If we provide a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for joint accounts. For share draft or checking accounts, you understand and agree that your original draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies may be retained by us or be payable through financial institutions and made available upon your request. You understand and agree that statements are made available to you on the date they are sent to you. You also understand and agree that drafts or copies thereof are made available to you on the date the statement is sent to you, even if the drafts do not accompany the statement.

b. Examination. You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report any irregularities such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions or other discrepancies reflected on your statement within a reasonable time of receiving your statement, we will not be responsible for your loss. In addition, we will not be responsible for any such items, payments transactions or other discrepancies reflected on your statement if you fail to notify us within thirty-three (33) days of the mailing date of the statement. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.

c. Notice to Credit Union. You agree that the Credit Union's retention of drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or charged to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement, you agree to notify us within fourteen (14) days of the time you regularly receive a statement.

d. Electronic Delivery. When you agree to accept your periodic account statements online through online banking you will be responsible to access your Account online Statements, Visa Billing, electronic Notices and Tax Statements when they are made available for your review. We will suspend mailing your statements when you consent to receiving statements online. In order to receive your periodic statements in paper form through the mail, you must withdraw your consent to receive online statements by contacting the Credit Union, via online banking secured messaging, telephone or in person. A monthly fee may be assessed to your account if you choose to receive paper statements in the mail as outlined in our Fee Schedule. A fee for ordering a copy of your statement will be applied as outlined in our Fee Schedule.

**28. DORMANT OR INACTIVE ACCOUNTS.** If your account falls below the minimum required balance, and/or you have not made a withdrawal from, deposit to, or transfer involving your account for more than three years (36 months) as specified in the Truth in Savings Disclosure, we may classify your account as a dormant account. Unless prohibited by applicable law, we may charge a fee for continuing to process your dormant account as set forth in the Fee Schedule. If we impose a fee, we will notify you at your last known address. You authorize us to transfer funds from another account of yours to cover any fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an Accounts Payable and to

suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. If your account is classified as dormant, or is declared abandoned, we may close your account and return the funds on deposit to your address of record. The posting of dividends to an account is not considered member generated activity by the State of Colorado Escheat law. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds. If you choose to reclaim such funds, you must apply to the appropriate state agency.

**29. SPECIAL ACCOUNT INSTRUCTIONS.** You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. Account changes requested by you, or any account owner, such as adding or closing an account or service, must be evidenced by a signed account change form or other written directive deemed acceptable by us.

**30. TERMINATION OF ACCOUNT.** We may terminate your account at any time without notice to you. We may require you to close your account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection source; (6) there has been any misrepresentation or any other abuse of any of your accounts; (7) your account is declared inactive; (8) you have failed to participate in the Credit Union for six months or more; (9) you have caused a loss to the Credit Union; (10) you threaten the safety of any staff or member, or engage in other behavior which is deemed by the credit union management to be abusive or otherwise detrimental to the interests of the credit union and its membership (11) you have allowed your account to fall below the minimum required balance for six months or more; or (12) the Credit Union reasonably deems it necessary to prevent a loss to us. You may terminate single party account by giving written notice. We reserve the right to require the written consent of all owners to terminate a joint account. We are not responsible for payment of any check, withdrawal, or other item after your account is terminated. However, if we pay an item after termination, you agree to reimburse us.

**31. TERMINATION OF MEMBERSHIP.** You may terminate your membership by giving us notice. You may be denied services or expelled for any reason allowed by applicable law, including causing a loss to the Credit Union.

**32. NOTICE OF WITHDRAWAL.** By law, the Credit Union has the right to impose a sixty (60) day notice of withdrawal requirement on all of its accounts except Checking. This legal right exists to protect the liquidity and solvency of the Credit Union should the need ever arise.

**33. DEATH OF AN ACCOUNT OWNER.**

a. In the event of the death of a member, the funds in any deposit account shall automatically pass to any joint account owner(s), subject to the Credit Union's right of offset. In the event that there are no joint account owners, then the funds on deposit (after any required offset) shall be disbursed to the last designated POD (Payable On Death) payee(s). If there is more than one POD payee, the funds shall be disbursed to the named POD payees pro rata. In the event that there are no joint account owners and no designated POD payee(s), the funds may only be disbursed in accordance with Colorado Probate Law and the policies and procedures of the Credit Union. The Credit Union shall have the right to retain any funds on deposit in a deceased member's account(s) until such time as satisfactory arrangements have been made for payment of any obligations of the deceased member, and until the Credit Union has been provided documentation satisfactory to the Credit Union supporting disbursement of the funds. We may require that anyone claiming a deceased owner's account funds indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.

b. We may pay checks or honor payments or transfer orders authorized by a member for a period of ten (10) days after the date of that member's death

unless we receive instructions from any person claiming an interest in the account to stop payment on the checks or other items. Colorado Probate Statutes require that no probated estate (court or informal, supervised or unsupervised) be settled before six months from the date of the appointment of the Personal Representative. If the account is settled under the Small Estates Act, then the closing of the account must be accomplished by the close of the dividend period following the date of settlement.

**34. SEVERABILITY.** If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

**35. ENFORCEMENT.** You are liable to us for any loss, cost or expense we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

**36. AUDIT COOPERATION.** Upon request, you agree to provide the Credit Union auditor or the Credit Union examiner with reasonable cooperation to verify any of your account or loan balances, or specific account transactions.

**37. CHANGE IN TERMS.** We may amend (add to, delete from, or change) the terms of this Agreement at any time by sending a notice to any of you at the address or e-mail address shown in our records, by posting a notice or an amended Agreement on our Web Site, or by delivering it to you. You may choose not to accept the change by closing your account(s) or terminating this Agreement and your use of the Service. If you continue to utilize or maintain your account after the effective date of the amendment, you have agreed to the new terms.

**38. INDEMNIFICATION.** If you ask us to follow instructions that we believe might expose us to claims, suits, losses, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require a bond or other protections that we deem necessary, including but not limited to an Indemnification Agreement containing such terms and conditions as we deem appropriate under the circumstances.

**39. RECORDING CONVERSATIONS.** You understand and agree that for our mutual protection we may record any of our telephone conversations with you.

**40. GOVERNING LAW.** This Agreement is governed by the Credit Union's Bylaws, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state of Colorado, and National Automated Clearing House Association rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located.

**41. NEGATIVE INFORMATION NOTICE.** We may report information about your loan and deposit accounts to credit bureaus. Late payments, missed payments, and other defaults on your accounts may be reflected in your credit report.

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## Funds Availability Policy

Boulder Valley Credit Union's policy is to make funds from member cash and check deposits available on the same business day that the deposits are received. Electronic direct deposits will be available on the day the deposit is received by the credit union. Once they are available, members can withdraw the funds in cash and the funds may be used to pay checks that members have written. For determining the availability of deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. Deposits made before close of business on a business day that the credit union is open will be considered as deposited that same day. Deposits made after the times listed above or on non-business days will be considered as deposited on the next business day the credit union is open.

**1. Reservation of Right to Hold** - In some cases, all of the funds deposited by check will not be made available on the same business day that the deposit was received. Depending on the type of check, funds may not be made

available until the fifth business day after the date of deposit. However, the first \$200.00 of the deposit will be available on the first business day following the day of deposit. Members will be notified at the time of deposit if all of their funds will not be available on the same business day. The notification to members will also include when the funds will become available. If the deposit is not made directly to one of the credit union's employees, or if a decision is made to place the funds on hold after the member has left the credit union, a notice will be mailed no later than the next business day after the day the deposit is received.

**2. Holds on Other Funds** - If the credit union cashes a check for a member that is drawn on another financial institution, the availability of a corresponding amount of funds that are already in the member's account may be withheld. These funds will be made available at the time funds from the check that was cashed would have been available if the check had been deposited. If the credit union accepts for deposit a check drawn on another financial institution, the funds may be made available for withdrawal immediately, but the availability to withdraw a corresponding amount of funds from another account belonging to the member may be delayed. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this policy for the type of check deposited.

**3. Longer Delays May Apply** - The ability to withdraw funds deposited by check into a member's account may be delayed by an additional number of days for these reasons:

- A credit union employee believes a check deposited will not be paid.
- A member deposits more than \$5,000.00 on any one day.
- A member deposits a check that has been returned unpaid.
- A member's account has been repeatedly overdrawn in the last six months.
- There is an emergency, such as a failure of communications or computer equipment.

Members will be notified if their ability to withdraw funds is delayed for any of these reasons, and they will be told when the funds will be made available. Generally, funds will be available no later than the eleventh business day after the date of deposit.

**4. Special Rules for New Accounts** - For new members, the following special rules will apply during the first 30 days the account is open:

Funds from electronic direct deposit to member accounts will be made available on the day the deposit is received by the credit union. Funds from deposits of cash, wire transfers, and the first \$5,000.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the next business day after the day of deposit if the deposit meets certain conditions. For example, the checks must be payable to the member who owns the account. The excess over \$5,000.00 will be available on the ninth business day after the day of deposit. If the deposit of these checks (other than a U.S. Treasury check) is not made in person to one of the credit union's employees, the first \$5,000 will not be available until the second business day after the day of deposit. Funds from all other check deposits will be available on the ninth business day after the day of deposit.

**5. Deposits at ATMs** - Funds from any deposits (cash or checks) made at an ATM not owned or operated by the credit union will not be available until the fifth business day after the day of the deposit.

Funds from any deposits (cash or checks) made at an ATM that is owned or operated by the credit union will not be available until the first business day after the day of the deposit.

**6. Foreign Checks** - Checks drawn on financial institutions located outside the U.S. cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from this policy. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes the credit union to collect the funds from the financial institutions upon which they are drawn.

**7. Deposits at CU Service Centers and Shared Branch Outlets** - The first \$5,000.00 of funds deposited from cash, government checks, money orders, traveler's checks, and official CU or bank checks will be available immediately. The first \$2,500.00 of funds deposited from recognizable payroll checks will be available immediately. All other negotiable instruments will be available on the second business day after the day of deposit. In cases where a deposit is placed on hold, the first \$200.00 of the deposit will be available by the first business day after the day of the deposit.

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## Truth in Savings Account Disclosure Savings, Certificates of Deposits, and IRAs

Except as specifically described, the following disclosure applies to all types of share accounts.

### 1. Rate Information

The Dividend Rate and Annual Percentage Yield on your accounts are set forth herein. The Annual Percentage Yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. The Dividend Rate and Annual Percentage Yield may change at any time, without notification, as determined by the Credit Union's Board of Directors.

### 2. Nature of Dividends

Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period. The Dividend Rate and Annual Percentage Yield are the prospective rates and yields that the credit union anticipates paying for the applicable dividend period.

### 3. Balance Computation Method

Dividends are calculated by an average daily balance. This method applies a daily periodic rate to the principal in the account each day.

### 4. Dividend Payment Frequency

- Dividends paid quarterly on Share Accounts, Rags to Riches Club Accounts, and IRA Share Accounts.
- Dividends paid monthly on Money Market Accounts, Share Term Certificates, Youth Term Share Certificates, and IRA Term Certificates.
- Dividends paid annually on Holiday Club Accounts.

### 5. Accrual of Dividends

Dividends will begin to accrue on cash and non-cash deposits (e.g. checks) on the business day you make the deposit to your account. If you close your account before accrued dividends are credited, accrued dividends will not be paid.

### 6. Minimum Balance

The minimum balance required to open each account is set forth on the Rate Sheet.

### 7. Account Limitations

For a Share Savings and Money Market Account in which transfer limitations apply, no more than six pre-authorized, automatic, or telephone transfers may be made from these accounts to another account of yours or to a third party in any month.

### 8. Grace Period

After a Term Share Certificate Account is opened or renewed, there is a 10 day grace period in which deposits into or withdrawals from the principal can be made.

### 9. Early Withdrawal Penalties

We may impose a penalty if you withdraw any principal of a Certificate of Deposit before the maturity date. The penalty will equal 90 days dividends on your account if the original term is one year or less, and 180 days dividends if the original term is more than one year. No early withdrawal penalty will be assessed for withdrawal of dividends prior to maturity, however withdrawal of dividends prior to maturity will reduce earnings.

### 10. Renewal Policy

Share Certificates will be automatically renewed at maturity. There is a grace period of ten (10) calendar days after maturity to withdraw the funds without being charged a penalty. Dividends will not be earned during the grace period if funds are withdrawn during the grace period.

and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered.

**1. EFT SERVICES** - If approved, you may conduct any one or more of the EFT services offered by the Credit Union.

a. Access Card ("ATMs"). You may use your Card and PIN (Personal Identification Number) in automated teller machines of the Credit Union, and such other machines or facilities as the Credit Union may designate. At the present time, you may use your Card to:

- Make deposits to your share and share draft accounts.
- Withdraw funds from your share and share draft accounts.
- Transfer funds from your share and share draft accounts.
- Obtain balance information for your share and share draft accounts.

Because of the servicing schedule and processing time required in ATM operations, there is a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal. You should review the Credit Union's Funds Availability Policy to determine the availability of funds deposited at ATMs.

- For security purposes, there may be limits on the frequency and amount of withdrawals available at ATMs.

b. VISA Check Card. You may use your Card to purchase goods and services from participating merchants. For Internet purchase transactions you may be required to use a password associated with your Card before you will be permitted to complete the transaction. You agree that you will not use your Card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your Card purchases will be deducted from your share draft account. If the balance in your account is not sufficient to pay the transaction amount, the credit union will pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your Account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this agreement. You may use your Card and PIN (Personal Identification Number) in automated teller machines of the Credit Union, and such other machines or facilities as the Credit Union may designate. At the present time, you may also use your Card to:

- Make deposits to your share and share draft accounts.
- Withdraw funds from your share and share draft accounts.
- Transfer funds from your share and share draft accounts.
- Obtain balance information for your share and share draft accounts.

For security purposes, the Credit Union may establish daily limits on the number and the amount of transactions available.

c. Teller Phone (Audio Response)/Internet Banking. If we approve the Teller Phone Audio Response access service or the Internet Banking service for your accounts, a separate PIN (Personal Identification Number) will be assigned to you. You must use your PIN along with your account number to access your accounts. At the present time you may use the audio response service and internet access service to:

- Request withdrawals from your share and share draft accounts.
- Transfer funds from your share and share draft accounts.
- Obtain balance information from your share and share draft accounts.
- Obtain account history information.
- Make loan payments from your share and share draft accounts.
- Determine if a particular item has cleared.
- Verify the last date and amount of your payroll deposit.

Your accounts can be accessed under the Teller Phone Audio Response service via a touch tone telephone only. Your accounts can be accessed through Internet Banking on any computer with Internet Browser capability once you have enrolled and been authenticated. Service will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for data processing.

- There is no limit to the number of inquiries or checking transfer or withdrawal requests you make in any one day.

- Transfers or withdrawals from savings may be limited. Please see Transaction Limitations in this Agreement.

d. Preauthorized EFTs.

- Direct Deposit. Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security, to your share and share draft account.

- Preauthorized Debits. Upon instruction, we will pay certain recurring

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## Electronic Funds Transfer Agreement and Disclosure

This Electronic Funds Transfer Agreement is the contract which covers your and our rights and responsibilities concerning the electronic funds transfer ("EFT") services offered to you by the Boulder Valley Credit Union ("Credit Union"). In this Agreement, the words "you" and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share and share draft accounts you have with the Credit Union. Electronic funds transfers are electronically initiated transfers of money from your account through the electronic funds transfer services described below. By signing an application or account card for EFT services, signing your Card, or using any service, each of you, jointly

transactions from your share and share draft account.

- Preauthorized debits to share limited to three (3) per month.

e. Electronic Check Conversion/Electronic Returned Check Fees. If you pay for purchases or bills with a check or share draft you may authorize your check or share draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic funds transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

## 2. CONDITIONS OF EFT SERVICES

a. Ownership of Cards. Any Card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your Card or account to another person.

b. Honoring the Card. Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

c. Foreign Transactions. VISA Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date, in each instance plus an additional 1.0 %. If the transaction does not require a currency conversion, the fee is 0.8% instead of the 1.0% fee. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

d. Security of Access Code. You may use one or more access codes with your electronic funds transfers. The access codes issued to you are for your security purposes. Any codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the Card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

e. Joint Accounts. If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any share and share draft or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and hereby is authorized by every other joint account owner to, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

3. FEES AND CHARGES -There are certain fees and charges for electronic funds transfer services. For a current listing of all applicable fees, see our current Fee Schedule that was provided to you at the time you applied for or requested these electronic services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law. If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

4. MEMBER LIABILITY - You are responsible for all EFT transactions you authorize. If you permit someone else to use an EFT service, your Card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts.

Tell us AT ONCE if you believe your card or any access code has been lost or stolen or if you believe someone has used your Card or access code or otherwise performed an electronic funds transfer on your accounts without your authorization. Also, tell us AT ONCE if your statement shows electronic transfers that you did not make including those made by card, access code or other means. You should also call the number or write to the address listed below if you believe an electronic transfer has been made using the information from your check without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If a transaction was made with your Card or Card number without your permission, and was either a VISA or network transaction, you will have no liability for the transaction, unless you were grossly negligent in the handling of your account or card. For all other EFT transactions, including ATM transactions or if you were grossly negligent in the handling of your account or card, your liability for an unauthorized transaction is determined as follows.

If you tell us within two (2) business days you can lose no more than \$50 if someone used your Card without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card, and we can prove we could have stopped someone from using your Card with out your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If you believe your Card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

**During Business Hours: (303) 442-8850 or 1 (800) 783-8850;**

**After Business Hours: (303) 417-1825 or 1 (877) 417-1825**

or write to:

Boulder Valley Credit Union

5505 Arapahoe Ave.

Boulder, CO 80303

## 5. RIGHT TO RECEIVE DOCUMENTATION -

a. Periodic Statements. Transfers and withdrawals made through any ATMs, Debit Card transactions or audio response transactions or preauthorized EFTs will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

b. Terminal Receipt. You will get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM, POS terminal, or Debit Card transaction with a participating merchant.

c. Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling (303) 442-8850. This does not apply to transactions occurring outside the United States.

6. ACCOUNT INFORMATION DISCLOSURE -We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;

- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;

- If your account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);

- To comply with government agency or court orders; or

- If you give us your written permission.

7. BUSINESS DAYS - Our business days are Monday through Friday, excluding holidays.

8. CREDIT UNION LIABILITY AND PREAUTHORIZED PAYMENTS  
Credit Union Liability for Failure to Make Transfers

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

If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our

Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit.

- If you used your Card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your Card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response or electronic/PC transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the Credit Union.

#### Preauthorized Payments

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

b. Liability for Failure to Stop Payment of Preauthorized Transfers. If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**9. NOTICES** - All notices from us will be effective when we have mailed them or delivered them to your last known address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of Automated Teller Machines (ATM) and Night Deposit Facilities.

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your Card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number or code on your ATM Card.
- Report all crimes to law enforcement officials immediately.

**10. BILLING ERRORS** - In case of errors or questions about electronic funds transfers from your accounts, or if you need more information about an electronic transfer on your statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

(303) 442-8850 or 1-800-783-8850

or write to:

**Boulder Valley Credit Union**  
5505 Arapahoe Ave.  
Boulder, CO 80303

Please provide the following information:

- Provide your name and account number.
- Describe the electronic transfer you are unsure about, and explain as clearly as you can why you believe the Credit Union has made an error or why you need more information.
- Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will tell you the results of our investigation within ten (10)\* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45)\*\* days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10)\* business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

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

\* If you give notice of an error within thirty (30) days after you make the first deposit to your account, we will have twenty (20) business days instead of ten (10) business days.

\*\* If you give notice of an error within thirty (30) days after you make the first deposit to your account, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the U.S. its possessions and territories, we will have ninety (90) days instead of forty-five (45) days to investigate.

**NOTE:** If the error you assert is an unauthorized VISA transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within ten (10) business days.

**11. TERMINATION OF EFT SERVICES** - You may terminate this Agreement or any EFT service under this Agreement at anytime by notifying us in writing and stopping your use of your Card and any access code. You must return all Cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your Card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any EFTs made prior to termination.

**12. GOVERNING LAW** - This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Colorado and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

**13. ENFORCEMENT** - You are liable to us for any loss, cost or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.