

ACCOUNT AGREEMENT

NuVista Federal Credit Union
Montrose
2711 Commercial Way
Montrose, CO 81401
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This disclosure contains information about terms, fees, and dividend rates for some of the accounts we offer.

ACCOUNT AGREEMENT AND DISCLOSURE

INTRODUCTION. In this Membership Account Agreement and Disclosure, each and all of the members are referred to as "you" and "your." The Credit Union is referred to as "we," "our," and "us." This Membership and Account Agreement contains the terms and conditions governing certain of your share, share draft, money market, term share, and share certificate accounts with us. As used in this document, the term "Agreement" means this document, the signature card, a rate and fee schedule (which may be in the form of a Rate and Fee Schedule, Share Certificate, or Confirmation of Term Share Account, hereinafter called the "Schedule"), Truth in Savings disclosures, a Funds Availability Policy Disclosure, and an Electronic Funds Transfer Agreement and Disclosure, if applicable. Each of you signing the signature card for an account acknowledges receipt of this Agreement, and agrees to the terms set forth in the Agreement, as amended from time to time. You agree that we may waive, in our sole discretion, any fee, charge, term, or condition set forth in this Agreement at the time the Account is opened or subsequent thereto, on a one-time basis or for any period or duration, without changing the terms of the Agreement or your obligation to be bound by the Agreement, and we are not obligated to provide similar waivers in the future or waive our rights to enforce the terms of this Agreement.

MEMBERSHIP ELIGIBILITY. To be eligible for membership in the Credit Union you must be an individual or entity qualifying within the Credit Union's field of membership and must purchase and maintain at least one share (the "membership share") in the Credit Union, pay any applicable membership fee and meet any other conditions as required by the Credit Union Bylaws.

ACCOUNTS. From time to time, we may offer or you may open a variety of share accounts. Each such share account (the "Account") is subject to the general terms and conditions and any specific terms and conditions relating to that type of account that may be set forth in this Agreement. If you open multiple Accounts, you may receive Schedule information for each Account, but this Agreement will cover all your Accounts with us. Each of you will be jointly and severally liable to us for debit balances in the Account, including without limitation overdrafts and Account charges, and jointly and severally promise to pay, upon demand, any and all debit balances, all fees and charges, and our reasonable attorneys' fees and costs and expenses of collection, including but not limited to those incurred at trial and on any appeal.

DIVIDENDS. If your Account earns dividends, the following information applies: **(A) Dividends.** DIVIDENDS ARE BASED ON THE CREDIT UNION'S EARNINGS AT THE END OF A DIVIDEND PERIOD AND CANNOT BE GUARANTEED. Dividends paid on a Credit Union account represent a distribution of Credit Union earnings to members. The Board of Directors authorize dividends based on available current and prior earnings, after provisions for required reserves. In no event may dividends be paid in excess of available earnings. The specified rate for each reflect rates the Credit Union anticipates will be available for dividend distribution. However, these are not guaranteed rates. **(B) Payment of Dividends.** We will pay dividends at the annual rate specified on the Schedule, which does not reflect compounding ("Interest Rate"). The Schedule also sets forth the frequency of dividend payments, the frequency of any compounding and crediting, the dividends accrual basis, the balance on which dividends will be paid, and any minimum balance requirements. **(C) Minimum Balance Requirements.** The Schedule may specify a minimum balance that you are required to maintain in your Account. If the minimum balance is not maintained during a specified period, we, at our option, may not pay dividends on your Account and/or may charge a fee for that period. You should review any minimum balance requirements on the Schedule. **(D) Initial Dividend Rate.** The initial dividend rate is the current annual rate of dividends that we will pay on the specified balance in your Account. We reserve the right to pay dividends at different rates, depending on the amount in the Account and/or the type of member. **(E) Dividend Compounding and Accrual.** The Schedule will indicate the dividend compounding and crediting frequency for your Account (if any). Compounding generally means that dividends are being accrued on earned dividends. Dividends may be compounded more frequently than dividends are credited to your Account. **(F) Dividend Accrual.** We may accrue dividends on your Account more frequently than we pay or credit dividends. The dividends that have been calculated, but not paid to the Account, are called accrued unpaid dividends. Your disclosures will indicate compounding and accrual information. **(G) Changes.** Except for any share certificates or Account in which the rate is expressly fixed until maturity, we do not guarantee any particular rate or method for more than one (1) month. We reserve the right to change any rate, term or condition upon reasonable notice to you.

BYLAW REQUIREMENTS. If you fail to complete payment of one share within at least six (6) months of your admission to membership, or within at least six (6) months from the increase in the par value in shares, or you reduce your share balance below the par value of one share and do not increase the balance to at least the par value of one share within at least six (6) months of the reduction, you may be terminated from membership at the end of a dividend period. Termination of membership shall not relieve you from liability to the Credit Union. Shares may be transferred only from one member to another, by written instrument in such form as the Credit Union may prescribe. The Credit Union reserves the right, at any time, to require members to give, in writing, not more than sixty (60) days notice of intention to withdraw the whole or any part of the amounts so paid in by them. Shares paid in under an accumulated payroll deduction plan may not be withdrawn until credited to the member's account. No member may withdraw shareholdings that are pledged as required security on loans without the written approval of the credit committee or a loan officer, except to the extent that such shares exceed the member's total primary and contingent liability to the Credit Union. You may not withdraw any shareholdings below the amount of your primary or contingent liability to the Credit Union if you are delinquent as a borrower, or if borrowers for who you are comaker, endorser, or guarantor are delinquent, without the written approval of the credit committee or loan officer.

FEES AND CHARGES. Subject to applicable law, you agree to pay us, or have deducted from your Account, the fees and charges shown in the Schedules as are applicable to your Account or for other services performed by us. You agree the fees and charges may be changed by us from time to time and authorize us to charge your account for their payment whether or not each charge results in an overdraft of your account. Existing and future charges may be based upon the overall costs of providing account services and may or may not be based upon the direct cost or expense associated with providing the particular service involved. The charges may be based on consideration of profit, competitive position, deterrence of misuse of account privileges by members, and the safety and soundness of the Credit Union. We will notify you of the changes, to the extent required by law.

BALANCE METHODS. As used in this Agreement, the "average daily balance" method means "the application of a periodic rate to the average daily balance in the account for the period, determined by adding the full amount of principal in the account for each day of the period and dividing that figure by the number of days in the period." The "daily balance" method means "the application of a daily periodic rate to the full

amount of principal in the account each day."

DEPOSIT RULES. The following terms apply to deposits made to your Account: **(A) Endorsements.** You authorize us, in our discretion, to accept transfers, drafts, checks, and other items for deposit into any of your Accounts if they are made payable to, or to the order of, any one or more of you, whether or not they are endorsed by you. You authorize us to supply missing endorsements, and you warrant that all endorsements are genuine. All drafts, checks and other items deposited to your Account should be endorsed payable to the order of us for deposit only, followed by your signature and Account number. We may permit you to deposit an electronic image or other electronic information related to a paper check through a service we provide that allows you to use a device, such as a mobile phone, to create and send to us such electronic image or information electronically. Before capturing an electronic image or electronic information of a paper check, you must endorse the check payable to the order of us "for mobile deposit only", followed by your signature and Account number, or any alternative restrictive endorsement we may allow and communicate to you. All endorsements must appear on the back of the drafts, check or other item within the first 1-1/2 inches from the left side of the item when looking at it from the front. Endorsements should be in black ink. While we may accept non-conforming endorsements, you will be responsible for any loss incurred by us due to the delay in processing or returning the item for payment. **(B) Final Payment.** All non-cash items (for example, drafts or checks) deposited to your Account are provisional and subject to our receipt of final payment by the payor bank. Upon receipt of final payment, the item becomes a collected item. If final payment is not received or if any item you have deposited or cashed is charged back to us for any reason, you authorize us to charge any of your Accounts, without prior notice and at any time, for the amount of the returned item, our returned item fee, any dividends paid on that item, and any other fee we pay or incur. If an item to be charged back is lost in the process of collection or unavailable for return, we may rely upon a photocopy of the item or upon any other generally accepted notification of return of the item, in charging you or any of your Accounts for the amount of the returned item. We reserve the right to refuse any item for deposit into your Account. **(C) Notice of Stop Payment, Legal Process, or Setoff.** A draft or check received by us before the close of the banking day may be subject to any stop payment order received, legal process served upon, or setoff exercised by us prior to 5:00 PM of the next banking day. Any knowledge, notice, stop payment order, legal process, or setoff comes too late to affect our right or duty to pay a draft or check if it is received after that time. Additional limitations regarding stop payment orders, the right of setoff, or other legal process may be found elsewhere in this Agreement. **(D) Direct Deposits.** If we offer direct deposit services for automatic preauthorized deposits to your Account of Social Security payments or automatic transfers from your other accounts with us, you must notify us at least 30 days prior to the next scheduled direct deposit or preauthorized transfer if you wish to cancel the direct deposit or transfer service. If any amount deposited must be returned to the government for any reason, you authorize us to deduct the amount from your Account as provided in the Final Payment paragraph above. **(E) Crediting of Deposits.** The Funds Availability Policy Disclosure provided to you reflects our policies relating to the availability of deposited funds. **(F) Substitute Checks and Electronic Files Pertaining to Original Checks.** If you deposit a "substitute check" (as defined in Regulation CC § Section 229.2(aaa)) or a purported substitute check into your Account, you agree to reimburse us for losses, costs and expenses we may pay or incur associated with the item not meeting applicable substitute check standards and/or from duplicate payments associated with the item. If you provide us with an electronic representation of a substitute check for deposit into your account instead of an original check, you agree to reimburse us for losses, costs and expenses we may pay or incur associated with the substitute check resulting from the electronic representation not meeting applicable substitute check standards and/or from duplicate payments associated with the item. If you provide us with an electronic image or electronic information related to a paper check for deposit into your Account, you agree to reimburse us for losses, costs, and expenses we may pay or incur associated with the electronic image or information not meeting applicable standards for such images and/or from duplicate payment associated with the check. **(G) Deposit Discrepancies.** When you make a deposit to your account, we will credit your account for the amount stated on your deposit slip and we may provide you with a deposit receipt. We reserve the right to review the deposit and confirm the amount of funds you deposited but are not required to do so. If after any review we determine that the amount credited to your account is incorrect, we may adjust your account for the amount of the discrepancy but reserve the right not to do so if the discrepancy would not be a disadvantage to you. This may be the case, for example, if the amount credited to your account was more than the amount actually deposited by you. Notwithstanding the foregoing, we are not required to adjust your account unless within one year of the date of your account statement that shows the deposit either you notify us of the discrepancy or we discover it on our own. If you do not notify us of the error or we do not discover it on our own during this notice period, the amount credited to the account will be considered final.

WITHDRAWAL RULES. The following terms apply to withdrawals from your Account: **(A) Manner of Withdrawal.** You may make withdrawals from your Account in any manner that is permitted by us for the type of Account that you have opened. Withdrawals by mail will be posted to your Account as of the day the transaction is processed by us. We may refuse to accept any draft or check other than standard drafts or checks provided by us, or approved by us in advance. Withdrawals and transfers from your Account may be restricted as provided in the Agreement, or in the Schedule, or by applicable law. **(B) Withdrawal Restrictions and Overdrafts.** We do not have to allow you to make a withdrawal from your Account if you don't have sufficient available funds in the Account to cover the full amount of the withdrawal. **If there are available funds to cover some, but not all, of the withdrawals or other debits to your Account on a single business day, we will post the drafts for which there are sufficient available funds in the order in which the drafts are received by us.** We may pay other withdrawals or debit items (such as charges) prior to paying any drafts, and we may post those other withdrawals or debit items in any order we may choose at our sole discretion. If there are insufficient funds available in your Account to cover a withdrawal or debit presented against your Account, this is called an "overdraft". We will handle each overdraft in accordance with our Standard Overdraft Policy (described below) or in accordance with any other agreement you may have with us (such as an overdraft protection agreement). Even if we choose to pay one or more overdrafts, we are not obligated to cover any future overdrafts. When we determine whether payment of an item will create an overdraft, we may determine the balance of your account at any time between the time we receive the item and the deadline for us to take action on the item. We are not required to determine your account balance more than one (1) time during this period. **(C) Standard Overdraft Policy.** Unless we have agreed to a separate overdraft protection agreement with you, the following rules apply. We are not obligated to pay any overdraft. Subject to the special rules discussed below for transactions at an ATM and one-time debit card transactions, we may assess a service charge on any withdrawal created by check, in-person withdrawal, ATM withdrawal, or other electronic means that results in an overdraft, whether we pay the overdraft or not. If we pay the overdraft, you agree, immediately upon notice from us, to deposit funds sufficient to cover the overdraft plus any service charge we impose. We may not impose a service charge in connection with an overdraft that results from a transaction at an ATM or a one-time debit card transaction unless you have given us your consent to pay service charges in connection with overdrafts that result from these transactions and we have sent written confirmation of that consent to you. You may revoke that consent at any time. **(D) Notice Requirements.** Federal regulations require us to reserve the right to require you to give at least seven (7) days notice in writing prior to any intended withdrawal from a share, negotiable order of withdrawal ("NOW"), or money market account. Although we usually pay withdrawals or drafts without notice on these accounts, doing so does not mean that we give up this right. **(E) Postdated Items.** You agree that when you write a draft, you will not date the draft in the future. If you do and the draft is presented for payment before the date of the draft, we may pay it or return it unpaid. You agree that if we pay the draft, the draft will be posted to your Account on the date we pay the draft, even though the posting date is prior to the date of the draft. You further agree that we are not responsible for any loss to you in doing so. We will not honor a postdated draft or check if we receive advance notice from you at such a time and in such a manner as to afford us reasonable opportunity to act. The notice must be in writing, and it must specify the date, amount, and number of the draft, along with the name of the payee. Notices are effective for the time periods stated under STOP PAYMENT ORDERS. You agree that we may return a postdated draft to the presenter. **(F) Power of Attorney.** The person executing a power of attorney will be referred to as the principal and the person acting for the principal as the agent. We may refuse to comply with a power of attorney for reasonable cause, or until we receive an affidavit from the agent stating that the Power of Attorney presented is a true copy and that, to the best of the agent's knowledge, the principal is alive and that the relevant powers of the agent have not been altered or terminated. **(G) Signatures.** You recognize that we have adopted automated collection and payment

procedures so that we can process the greatest volume of items at the lowest possible cost to our members. In light of this, you agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for the sight examination of items with a face amount below an amount specified by us from time to time. You authorize us to store and use Signature Card information in any reasonable form we deem necessary, including any digitized signature capture process. If you use a facsimile signature or other form of mechanically reproduced signature (such as, but not limited to, desktop publishing, digitized, or computer software generated signature), you agree you shall have the sole responsibility for maintaining security of the facsimile or mechanically reproduced signature and the device by which the facsimile or mechanically reproduced signature is affixed and you shall bear the entire risk for unauthorized use thereof whether or not you are negligent. You agree that no facsimile or mechanically reproduced signature we have been authorized to honor may be considered a forgery or an unauthorized signature, but that such facsimile or mechanically reproduced signature shall be effective as your signature or endorsement whether or not you have been negligent. You further agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure (including reasonable attorney's fees) we or you may suffer or incur as a result of the unlawful use, unauthorized use, or misuse by any person of any such facsimile or mechanically reproduced signature or the device by which it is affixed. If you use any form of facsimile or mechanically reproduced signature device, you agree to deliver a sample to us if we request it. **(H) Preauthorized Drafts.** If we are unable to enforce presentment and transfer warranties on remotely created checks under Regulation CC, then if you voluntarily give information about your Account (such as our routing number and your account number) to a party who is seeking to sell you goods or services, and you do not physically deliver a draft to the party, any debit to your account initiated by the party to whom you gave the information is deemed authorized by you. **(I) Electronic Draft Conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your account using information from your draft to pay for purchases or pay bills. The merchant or other payee uses the draft information, along with the transaction amount, to initiate an ACH debit transaction. The transaction is electronically transferred through the ACH system and the funds will be debited directly from your account and deposited automatically into the merchant or payee's account. When information from your draft is used to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment. A description of the transaction will appear on your statement from us. Drafts used in these types of transactions will not be returned with your statement. This type of electronic funds transfer from a consumer account is governed by the Electronic Funds Transfer Act and subject to the Electronic Funds Transfer Agreement and Disclosure(s). **(J) Re-presented Drafts.** If a merchant electronically re-presents a draft returned due to insufficient or uncollected funds, that transaction is not covered by the Electronic Funds Transfer Act. Drafts involved in this type of transaction will not be included with your statement. You may authorize a merchant to electronically collect a fee associated with the re-presentation of a draft. If a merchant electronically collects a fee associated with the re-presentation of a draft, the fee transaction is covered by the Electronic Funds Transfer Act and subject to the Electronic Funds Transfer Agreement and Disclosures if the fee is debited as an electronic funds transfer from a consumer account. A description of the transaction will appear on your statement. **(K) Legends.** We may disregard information on any check, draft or item other than the signature of the drawer, the identification of the drawee financial institution and payee, the amount, the endorsements, and any other information that appears on the MICR line. In addition, we are not responsible to take action on, or for failure to notify you of restrictive language placed on checks or other items, including but not limited to terms such as, "Void after 90 Days," "Paid in Full," "Two Signatures Required," "Void Over \$100" or similar statements. In accordance with reasonable banking standards, most checks and other items are processed through automated processing and, except in limited circumstances and in our discretion, most items are not individually examined. You agree that we act within reasonable banking standards by processing most checks and other items through automated processing systems. We may agree to adhere to extraneous legends if you notify us of such legends and we have agreed in writing to honor such legends.

STALE DRAFTS. We reserve the right to pay or dishonor a draft more than six (6) months old without prior notice to you.

SHARE DRAFT ACCOUNTS. If your account is a share draft account, the following terms may apply. If we offer NOW accounts, the account must consist solely of funds in which the entire beneficial interest is held by one or more individuals in an individual capacity, a sole proprietor, or a governmental unit, but not professional corporations or business partnerships. A NOW account may also be held by a for profit organization serving in a fiduciary or trustee capacity for an entity that is itself permitted to hold a NOW account. Otherwise, an organization may hold a NOW account only if it is operated primarily for religious, philanthropic, charitable, educational, or other similar purpose.

SHARE ACCOUNTS. If your account is an dividend earning account and is not a NOW account or share certificate, the following terms may apply. **(A) Transfers and Withdrawals.** If your Account is a share or money market account, federal law requires that an Account Owner may make no more than six (6) transfers and/or withdrawals during any one (1) calendar month or statement cycle (the period from one statement to the next) or similar period of at least four weeks, to another of your accounts with us or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction or by check, draft, debit card, or similar order made by you and payable to third parties. A "preauthorized transfer" includes any arrangement by us to pay a third party from your account upon written or oral instruction (including an order received through an automated clearing house (ACH) or any arrangement by us to pay a third party from your account at a predetermined time or on a fixed schedule.) **(B) Excess Transactions.** In accordance with federal law, if you have more than the allowable preauthorized transfers or preauthorized checks or drafts (for money market accounts) in any one period, your Account may be subject to closure by us and the funds placed in another account that you are eligible to maintain, or we may take away the transfer and draft capabilities of the account. In addition to the above preauthorized transfers, you may make unlimited withdrawals (payments directly to you or transfers of funds from your Account to any of your other accounts or loan accounts with us), either in person at our locations, by mail, messenger, telephone (via draft or check mailed to you), or use of an ATM card (if applicable).

TERM SHARE ACCOUNTS. If your Account is a term share account, you have agreed to keep the funds on deposit until the maturity of your Account. If your Account has not matured, any withdrawal of all or part of the funds from your Account may result in an early withdrawal penalty. We will consider requests for early withdrawal and, if granted, the penalty provided in the Schedule will apply. **(A) Penalty.** The early withdrawal penalty is calculated as a forfeiture of part of the accrued dividends that have or would be earned on the Account. If your Account has not yet earned enough dividend so that the penalty can be deducted from earned dividend, or if the dividends already have been paid, the difference will be deducted from the principal amount of your Account. For fixed rate Accounts, we will use the rate in effect for your account. **(B) Exceptions.** We may let you withdraw money from your Account before the maturity date without an early withdrawal penalty: (1) when one or more of you dies or is determined legally incompetent by a court or other administrative body of competent jurisdiction; or (2) when the Account is an Individual Retirement Account (IRA) established in accordance with 26 USC 408 and the money is paid within seven (7) days after the Account is opened; or (3) when the Account is a Keogh Plan (Keogh), if you forfeit at least the dividends earned on the withdrawn funds; or (4) if the term share account is an IRA or Keogh Plan established pursuant to 26 USC 408 or 26 USC 401, when you reach age 59 1/2 or become disabled; or (5) within an applicable grace period (if any).

STOP PAYMENT ORDERS. Subject to certain limitations, you may order us to stop payment on any draft, automated clearing house/pre-authorized electronic funds transfer ("ACH/EFT"), or other item payable from your Account, whether drawn or authorized by you or any other account owner, as follows:

Stop Payment Against a Check, Draft, or Other Item. A stop payment request against a draft or other item payable from your Account will be effective if we receive the order at such time and in such manner as to afford us a reasonable opportunity to act upon the order. A stop payment order against a draft or other item payable from your Account is effective for six (6) months, but it lapses after fourteen (14) calendar days if the original order was oral and was not confirmed in writing within that period. A stop payment order against a draft or other item payable from your Account may be renewed for additional six (6) month periods if renewed during a period within which the stop payment order is effective.

Stop Payment Against an ACH/EFT. A stop payment order against an ACH/EFT may be honored if received at least three (3) banking days before the scheduled date of the transfer. If we honor a stop payment request against an ACH/EFT received on or within three (3) banking days of the scheduled transfer, we do so without any liability or responsibility to any party having any interest in the entry. A stop payment order against an ACH/EFT is effective until the earlier of: (i) you withdraw the stop payment order, or (ii) the debit entry is returned, or, where a stop payment order is applied to more than one debit entry under a specific authorization involving a specific party, all such debit entries are returned. We may require you to provide us written confirmation of a verbal stop order request against an ACH/EFT within fourteen (14) calendar days. Additionally, if you request us to stop all future payments pursuant to a specific ACH/EFT authorization involving a particular party, we may require you to confirm in writing that you have revoked such authorization.

All stop payment order requests will require you to provide the date, the amount, and the number of the item or authorization, together with the name of the payee. If you give us incorrect information, we will not be liable for failing to stop payment on the item or authorization. Our acceptance of a stop payment order will not constitute a representation that the item or authorization has not already been paid or that we have a reasonable opportunity to act upon the order. You may not stop payment on an official, certified, cashier's, or teller's check issued by us, or request us to stop payment if we have otherwise become accountable for the item or authorization. In addition, you may not stop payment on drafts governed by a separate agreement, such as a check guaranty agreement. Further you may not stop payment on an item or authorization after acceptance of the same by us.

Based upon the type of account ownership that you have designated, the following terms and conditions apply.

INDIVIDUAL ACCOUNTS. An Individual Account is an account in the name of one member only. Only that person may write drafts or checks against the Account or withdraw money, regardless of who actually owns the funds.

MULTIPLE-PARTY ACCOUNTS. This section pertains to multiple party accounts:

(A) Joint Account Ownership. An account with two or more Account Owners is a joint account. Unless you designate otherwise on the Signature Card, joint Account Owners will be considered joint tenants with right of survivorship.

(1) Joint Tenants With Right of Survivorship. If your Account is a joint account with right of survivorship, upon the death of one of the joint Account Owners, that person's ownership interest in the Account will immediately pass to the other joint Account Owner(s).

(2) Joint With No Right of Survivorship. If your Account is a joint account with no right of survivorship (Joint as Tenants in Common), upon the death of one of the joint Account Owners, that person's proportionate ownership interest will pass to the estate of the deceased Account Owner.

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 the Agreement, including without limitation: to withdraw all or any part of the account funds; to pledge the account funds as collateral to us for any obligation, whether that of one or more Account Owners or of a third party; to endorse and deposit checks and other items payable to any joint Account Owner; to give stop payment orders on any check or item, whether drawn by that Account Owner or not; to consent to or revoke consent to payment of service charges on overdrafts that result from ATM transactions or one-time debit card transactions under the Standard Overdraft Policy; and, to close the account, with the disbursement of account proceeds as instructed by the joint Account Owner. Each joint Account Owner is authorized to act for the other Account Owner(s) and we may accept orders and instructions regarding the account from any joint Account Owner. If we believe there to be a dispute between joint Account Owners or we receive inconsistent instructions from the Account Owners, we may suspend or close the account, require a court order to act, and/or require that all joint Account Owners agree in writing to any transaction concerning the account.

Your obligations under the Agreement are joint and several. This means that each joint Account Owner is fully and personally obligated under the terms of the Agreement, including liability for overdrafts and debit balances as set forth above, irrespective of which joint Account Owner benefited from the withdrawal. If you establish a joint account without the signature of the other joint Account Owner(s), you agree to hold us harmless for our reliance upon your designation of the other joint Account Owner(s) listed on our documents. Further, the Account is subject to the right of setoff as set forth below.

(B) Totten Trust Account. A Totten Trust Account is an informal trust account, reflected on our records, but without a written trust agreement, where the Account is owned by the trustee. The beneficiaries have no right to any funds in the Account during the trustee's lifetime. As the owner of the Account, the trustee may withdraw money from the Account and may, by written direction to us, change the beneficiary under the Account. When the trustee dies, the Account is owned by the named beneficiary or beneficiaries. If the Totten Trust Account is held by more than one trustee, the trustees will be subject to the rules pertaining to joint account ownership as set forth above. If there is no surviving beneficiary upon the death of the last trustee, state law will determine ownership of the funds in the Account.

(C) P.O.D. Account. A Payable on Death (P.O.D.) Account is an account payable to the Account Owner during his or her lifetime. As the owner of the Account, you may withdraw money from the Account and may, by written direction to us, change the P.O.D. payee(s) under the Account. When the Account Owner dies, the Account is owned by the P.O.D. payee(s). If the P.O.D. Account is held by more than one person, each Account Owner will be subject to the rules pertaining to joint account ownership as set forth above. If there is more than one surviving P.O.D. payee, the respective interest of each shall be deemed to be in equal shares, unless otherwise stated in the Financial Institution's deposit account records and as allowed by applicable state law. If there is no surviving P.O.D. payee upon the death of the last owner, state law will determine ownership of the funds in the Account.

ADDITIONAL ACCOUNT TYPES. This section applies to other account types:

(A) Formal Trust Account. A Formal Trust Account is an account held by one or more trustees for the benefit of one or more beneficiaries according to a written trust agreement. Upon our request, the trustee(s) will supply to us a copy of any trust agreement covering the account. We act only as custodian of the trust funds and are under no obligation to act as a trustee or to inquire as to the powers or duties of the trustee(s). The trustee(s) and/or any person opening the Account, in their individual capacity and jointly and severally, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or other trustee with respect to the authority or actions taken by the trustee(s) in handling or dealing with the Account.

(B) Uniform Transfer to Minors. If you have established the account as a custodian for a minor beneficiary under our state version of the Uniform Transfers to Minors Act or the Uniform Gifts to Minors Act, your rights and duties are governed by the Act. You will not be allowed to pledge the account as collateral for any loan to you. Deposits in the account will be held by us for the exclusive right and benefit of the minor. The custodian and/or any person opening the Account, in their individual capacity, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or other custodian with respect to the authority or actions taken by the custodian in handling or dealing with the Account.

(C) Representative Payee Accounts. Subject to applicable law, a Representative Payee Account is a type of fiduciary account in which a representative payee (appointed by the Social Security Administration) manages Social Security and Supplemental Security funds received on behalf of a beneficiary. Upon our request, the representative payee will provide sufficient documentation from the Social Security Administration indicating his or her appointment as a representative payee for the Account Owner. We may require additional documentation

from the representative payee indicating his or her authority to act on behalf of the Account Owner. The representative payee does not have an ownership interest in funds in the Account. The representative payee does not have a right of survivorship in the Account on the death of the Account Owner. We act only as custodian of the funds and are under no obligation to act as a trustee or to inquire as to the powers or duties of the representative payee. The representative payee agrees to indemnify, and hold us harmless from and against any and all loss, cost, damage, liability, or exposure, including reasonable attorneys' fees, we may suffer or incur arising out of any action or claim by the beneficiary, a government entity or by any other party regarding the authority or actions taken by the representative payee in handling or dealing with the Account.

(D) Agency Account. An Agency Account is an account to which funds may be deposited and withdrawals made by an Agent designated by the owner of the funds. An Agent has full authority with regard to the Account but does not have an ownership interest in the account. An Agency Account is revocable at any time by notifying us in writing. An Agency designation may be combined with one of the other forms of account ownership.

(E) Business Accounts. If the Account is not owned by a natural person (for example, it is owned by a corporation, partnership, limited liability company, sole proprietorship, unincorporated association, etc.), then the Account Owner must provide us with evidence to our satisfaction of the authority of the individuals who sign the signature card to act on behalf of the Account Owner. On any transactions involving the Account, we may act on the instructions of the person(s) authorized in the resolutions, banking agreement, or certificate of authority to act on behalf of the Account Owner. You agree to notify us in writing of any changes in the person(s) authorized or the form of ownership. If we receive conflicting instructions or a dispute arises as to authorization with regard to the handling of the Account, you agree we may place a hold on the Account until such conflict or dispute is resolved to our satisfaction and we will not be liable for dishonored items as a result of such hold.

(F) Fiduciary Accounts. With respect to all fiduciary accounts, including but not limited to estate accounts, guardianship accounts, representative payee accounts, and conservatorship accounts, and any Formal Trust Account, Uniform Transfers to Minors Act Account, or Agency Account, we reserve the right to require such documents and authorizations as we may deem necessary or appropriate to satisfy that the person(s) requesting or directing the withdrawal of funds held in the Account have the authority to withdraw such funds. This applies at the time of account opening and at all times thereafter.

(G) Attorney Client Trust Subject to applicable law, an Attorney Client Trust is an account set up by an attorney or law firm to hold client or third party funds in trust, separate from the attorney's or law firm's funds. Upon our request, the authorized signers for an Attorney Client Trust will provide documentation required by applicable state law and applicable bar association (or similar entity) rules. We act only as custodian of the trust funds and are under no obligation to act as a trustee or to inquire as to the powers or duties of the attorney or law firm as trustee(s). The attorney, law firm, or any authorized individual on the account agrees to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or third party with respect to the authority, actions, or inaction taken by the trustee(s) or authorized individuals in handling or dealing with the account. Additional account terms are governed by a separate agreement.

(H) Real Estate Broker Client Trust Accounts Subject to applicable law, a real estate broker may open account(s) to hold client or third party funds in trust, separate from the broker's funds. We act only as custodian of the funds. We are under no obligation to act as a trustee or to inquire as to the powers or duties of the broker or other authorized signer(s) as trustee(s). The broker and any authorized individual on the account in their individual capacity and jointly and severally, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any client or third party with respect to the authority, actions or inaction taken by the broker or authorized signer(s) in handling or dealing with the Account. Upon our request, the authorized signer(s) for this type of account will provide to us any documents required by applicable law and /or real estate professional rules.

(I) Health Savings Account. A Health Savings Account (HSA) is a tax preferred account that you agree: a) you are eligible to open and maintain, b) to notify us when you are no longer eligible to maintain, c) will be used for contributions, withdrawals, and earnings for qualified medical expenses or as allowed by law, and d) you will execute and comply with the terms and conditions in the Health Savings Account Trust or Custodial Agreement. Consult your tax advisor about the tax treatment of contributions, withdrawals and earnings.

ASSIGNABILITY. The account established under this Agreement is not assignable or transferable except with our consent. We must approve any pledge of the Account and any such pledge remains subject to any right we have under the Agreement and applicable state and federal law. If ownership is proposed to be transferred, we may require the Account be closed and a new account opened in the name of the transferee or pledgee.

CREDIT UNION LIABILITY. You agree that if we do not properly complete a transaction according to the Agreement, we will not be liable in any event for losses or damages in excess of the amount of the transaction, and we will not be liable if circumstances beyond our control prevent the transaction, or the funds in your Account are or may be subject to legal process or other claim. In no event will we be liable for consequential damages. In receiving items from you for withdrawal or deposit, we act only as your agent. You are responsible for the condition of a check or item when you issue it. If a check or item is returned or payment is delayed as a result of any writing or marking that you or a prior endorser placed on the front or back of the check or item, you will be responsible for any cost and liabilities associated with such return or delay. We reserve the right to refuse any item for deposit or to reverse credit for any deposited items or to charge your Account for items should they become lost in the collection process.

STATUTORY LIEN. We have the right to impress and enforce a lien on all funds in accounts that you have at our credit union. This statutory lien applies to any and all accounts (except as prohibited by law) that you have at our credit union including joint accounts that you hold with another person. This statutory lien applies to the extent of your financial obligations to us. Shares and deposits in an Individual Retirement Account and any other account that would lose special tax treatment under state or federal law if given as security are not subject to the statutory lien. We may enforce this lien (without any further notice to you) if you are in default on a financial obligation with us. We may not exercise our statutory lien if prohibited by the Military Lending Act.

DORMANT ACCOUNTS. If you have not made a withdrawal from, or a deposit to, your Account for an extended period of time and we have been unable to contact you, your Account may be classified by us as dormant. Subject to applicable law, we may charge a dormant account fee on the Account, and the Account will be presumed to be abandoned. In accordance with state law, funds in abandoned accounts will be remitted to the custody of the applicable state agency, and we will have no further liability to you for such funds. We reserve the right not to send statements on accounts we consider dormant, subject to applicable law.

ACCOUNT STATEMENTS. You are responsible for promptly examining your statement each statement period and reporting any irregularities to us. Each account statement will be considered to correctly reflect your transactions, such as deposits, withdrawals, credits, refunds, imposition of fees, interest or dividends, and other additions and subtractions to your Account, unless you notify us in writing within certain time limits after the statement that incorrectly reflects your transactions is made available to you. We will not be liable for any draft that is altered or any signature that is forged unless you notify us within Thirty (30) calendar days after the statement and the altered or forged item(s) are made available. Also, we will not be liable for any subsequent items paid, in good faith, containing an unauthorized signature or alteration by the same wrongdoer unless you notify us within Ten (10) calendar days after the statement and first altered or forged items were made available. You must report any other Account problem including encoding errors, and errors involving additions or subtractions (debits and credits) not otherwise covered herein, including electronic transactions not covered by the Electronic Fund Transfer Act, within Sixty (60) calendar days. If

the suspected account problem involves a substitute check that you receive, you may (under some circumstances) be entitled to make a claim for an expedited refund. Such a claim may be subject to different notification timeframes. See the Substitute Check Policy Disclosure (if applicable) for further information. If you have requested us to hold your Account statements, we have the right to mail your statements if you have not claimed them within Thirty (30) calendar days. If we truncate your drafts, you understand that your original drafts will not be returned to you with your statement. You agree that our retention of drafts does not alter or waive your responsibility to examine your statements or change the time limits for notifying us of any errors.

WHOLESALE WIRE AND ACH TRANSACTIONS. With respect to wire transfers or other transfers of funds not governed by the Electronic Funds Transfer Act, you agree to enter into and comply with our wire transfer (if applicable) agreement and to comply with our security procedures and this section. We advise you that any receiving financial institution (including us) is entitled to rely on any account or credit union number you have provided even though that account or credit union number may identify a party different from the person or entity you have described by name in any transfer order.

(A) Provisional Payment. Credit given by us to you with respect to an ACH credit or wholesale (wire) funds transfer entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to your Account in connection with such entry, and the party (the originator of the entry) making payment to you via such entry shall not be deemed to have paid you the amount of such entry.

(B) Notice of Receipt. We will notify you of the receipt of payments in the periodic account statements we provide to you. You acknowledge that we will not give next day notice to you of receipt of an ACH or wholesale (wire) funds transfer item.

UNLAWFUL INTERNET GAMBLING TRANSACTIONS PROHIBITED. If you are a commercial customer, you certify that you are not now engaged in, and during the life of this Agreement will not engage in, any activity or business that is unlawful under the Unlawful Internet Gambling Enforcement Act of 2006, 31 USC 5361, et seq., (the "UIGEA"). You may not use your Account or any other service we offer to receive any funds, transfer, credit, instrument or proceeds that arise out of a business that is unlawful under the UIGEA. You agree that if anyone asks us to process a transaction that we believe is restricted under the UIGEA, we may block the transaction and take any other action we deem to be reasonable under the UIGEA and this Agreement.

NOTICES. The following terms apply to notices relating to your Account. **(A) Notice of Amendments.** You agree that the terms and conditions of the Agreement, including without limitation all rates, fees, and charges, may be amended by us from time to time. We will notify you of amendments as required by applicable law. Your continued use of the Account evidences your agreement to any amendment. Notices will be sent to the most recent address shown on our records for your Account. Only one notice will be given in the case of joint account owners. **(B) Account Changes.** Any account owner or person authorized to sign on an account is required to notify us in writing if any account owner or other person authorized to sign on an account dies or is declared incompetent by a court. It is your responsibility to notify us of any change in your address or name. We are required to honor items drawn only on the listed Account name. Further, we are required to attempt to communicate with you only at the most recent address provided to us.

ACCOUNT TERMINATION. You and we agree that either of us may close your Account and terminate this Agreement at any time with or without cause. We will provide written notice to you in advance if we decide to terminate your Account relationship for any reason other than abuse of the account relationship or to prevent a loss. You agree that advance written notice from us will be reasonable if it is mailed to your statement mailing address at least thirty (30) calendar days prior to the date upon which an account will be closed and this Agreement terminated. You agree that in instances of account abuse or to prevent a loss, notice is reasonably given by us if mailed immediately upon account closure. You may close any of your accounts by notifying us in writing. We will consider your Account closed when we receive written instructions from the depositor or the depositors account balance remains overdrawn or at a zero balance, for a period of 30 days or more. When a dividend bearing account is closed, there may be accrued dividends that have not been credited to the account. In that case, we will pay you the dividends UNLESS we have told you otherwise. Further, for security reasons, we may require you to close your Account and to open a new account if: there is a change in authorized signers; there has been a forgery or fraud reported or committed involving your Account; any Account drafts are lost or stolen; you have too many transfers from your Account; or, any other provision of our Agreement with you is violated. After the Account is closed, we have no obligation to accept deposits or pay any outstanding drafts. You agree to hold us harmless for refusing to honor any draft drawn on a closed account. In the event that we close your Account, we may mail you a Cashier's Check for the applicable remaining Account balance. The termination of this Agreement and closing of an account will not release you from any fees or other obligations incurred prior to the date upon which this Agreement is terminated and an account closed, any fees assessed by us in the process of closing an account, or from your responsibility to maintain sufficient funds in an account to cover any outstanding drafts or other debit items.

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the State of Colorado in which we are located, and the Bylaws of the Credit Union as they now exist or may be hereafter amended. In addition, we are subject to certain federal and state regulations and local clearing house rules governing the subject matter of the Agreement. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, the terms of the Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement.

SYSTEMS AND SOFTWARE. We shall not be responsible to you for any loss or damages suffered by you as a result of the failure of systems and software used by you to interface with our systems or systems and software utilized by you to initiate or process banking transactions whether such transactions are initiated or processed directly with our systems or through a third party service provider. You acknowledge that you are solely responsible for the adequacy of systems and software utilized by you to process banking transactions and the ability of such systems and software to do so accurately.

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

CREDIT VERIFICATION. You authorize us to request and obtain one or more credit reports about you from one or more credit reporting agencies for the purposes of considering your application for the Account, reviewing or collecting any Account opened for you, or for any other legitimate business purpose. You authorize us to disclose information about your account to a credit reporting agency if your Account was closed because you have abused it.

MISCELLANEOUS PROVISIONS. If you or your Account becomes involved in any legal proceedings, your use of the Account may be restricted. You agree not to use the Account in any illegal activity. We shall be entitled to act upon any legal process served upon us which we reasonably believe to be binding, with no liability to you for doing so. You understand that supervisory personnel may randomly monitor customer service telephone conversations to ensure that you receive accurate, courteous, and fair treatment. If you ask us to follow instructions that we believe might expose us to any claim, liability, or damages, we may refuse to follow your instructions or may require a bond or other protection, including your agreement to indemnify us. You agree to be liable to us, to the extent permitted by law, for any loss, costs, or expenses that we

may incur as a result of any dispute or legal proceeding involving your Account. You authorize us to deduct any such loss, costs, or expenses from your Account without prior notice to you or to bill you separately. This obligation includes disputes between you and us involving your Account and situations where we become involved in disputes between you and an authorized signer, a joint owner, or a third party claiming an interest in your Account. It also includes situations where any action taken on your Account by you, an authorized signer, a joint owner, or a third party causes us to seek the advice of an attorney, whether or not we actually become involved in a dispute. Any action by us for reimbursement from you for any costs or expenses may also be made against your estate, heirs and legal representatives, who shall be liable for any claims made against and expenses incurred by us. If a court finds any provision of the Agreement to be invalid or unenforceable, such finding shall not make the rest of the Agreement invalid or unenforceable. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of the Agreement in all other respects shall remain valid and enforceable.

E-Sign Consent.

1. E-Sign Consent Delivery. You specifically agree to receive and/or obtain any and all "Electronic Communications". The term "Electronic Communications" includes, but is not limited to, any and all current and future notices and/or disclosures that various federal and/or state laws or regulations require that we provide to you, as well as such other documents, statements, data, records and any other communications regarding your NuVista Federal Credit Union online banking relationship. You acknowledge that, for your records, you are able to retain Electronic Communications by printing and/or downloading and saving Electronic Communications, documents and/or records. You accept Electronic Communications provided NuVista Federal Credit Union as reasonable and proper notice, for the purpose of any and all laws, rules, and regulations, and agree that such electronic form fully satisfies any requirement that such communications be provided to you in writing or in a form that you may keep.

2. Paper version of Electronic Communications. You may request a paper version of an Electronic Communication. You acknowledge that NuVista Federal Credit Union reserves the right to charge you a reasonable fee for the production and mailing of paper versions of Electronic Communications. To request a paper copy of an Electronic Communication contact us at (970) 249-8813.

3. Revocation of electronic delivery. You have the right to withdraw your consent to receive/obtain communications via electronic services at any time. You acknowledge that NuVista Federal Credit Union reserves the right to restrict or terminate your access or withdraw your consent to receive Electronic Communications. If you wish to withdraw your consent, write us at NuVista Federal Credit Union, 2711 Commercial Way, Montrose, CO 81401.

4. Valid and current email address, notification and updates. Your current valid email address is required in order for you to obtain electronic services. You agree to keep NuVista Federal Credit Union informed of any changes in your email address. You may modify your email address by submitting a written request to NFCU or visit a branch location.

5. Hardware, software and operating system. You are responsible for installation, maintenance, and operation of your computer, browser and software. NuVista Federal Credit Union is not responsible for errors or failures from any malfunction of your computer, browser or software. NuVista Federal Credit Union is also not responsible for computer viruses or related problems associated with use of an online system. The following are the minimum hardware, software and operating system requirements necessary to receive Electronic Communications:

Processor - IBM compatible Pentium PC running Windows 2000

Memory - 4MB RAM

Disc Space - 50 MB's Free Space

Monitor - 800 x 600 resolution

Browser - Microsoft Internet Explorer 6.0 or higher

Internet access - 28.8 modem or better

6. Controlling Agreement. This Agreement supplements and modifies other agreements that you may have with NuVista Federal Credit Union. To the extent that this Agreement and another agreement contain conflicting provisions, the provisions in this agreement will control (with the exception of provisions in another agreement for an electronic service which provisions specify the necessary hardware, software and operating system, in which such other provision controls). All other obligations of the parties remain subject to the terms and conditions of any other agreement. .

COMMON FEATURES

Bylaw Requirements. You must complete payment of one share in a Savings (Share) account as a condition of admission to membership.

Par Value of Shares. The par value of a share in the credit union is \$25.00.

Nature of Dividends. Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period. Not applicable to term share or share certificate accounts.

National Credit Union Share Insurance Fund. Member accounts in this credit union are federally insured by the National Credit Union Share Insurance Fund.