

Membership / Account Agreement

This is the Agreement between you, the member, and Greater Iowa Credit Union ("Credit Union"), regarding your accounts with the Credit Union. By establishing an account with the Credit Union, you agree that this Agreement is a binding contract between you and the Credit Union.

You should retain a copy of the agreement and feel free to call the Credit Union if you have any questions. In addition to your agreement with the terms and conditions set forth in this document, by establishing an account with the Credit Union you acknowledge receipt of and agree to the various terms separately provided to you with regard to Truth in Savings, Availability of Funds, Privacy Notice, and Electronic Fund Transfers (EFT) and Wire Transfer Disclosures. The various terms and conditions set forth in those documents are incorporated into this Agreement by reference. You also agree to abide by the Bylaws and policies and any amendments to these documents from time to time which collectively govern member accounts.

This Agreement and those documents discussed above include certain disclosures required under the Truth-In-Savings Act and National Credit Union Administration and Federal Reserve Board regulations and commentary, the Electronic Fund Transfer Act (Regulation E), the Iowa Electronic Funds Transfers Act, the Funds Availability Act (Regulation CC), Regulation D, Iowa Code and administrative rules, Uniform Commercial Code Article 4A and Greater Iowa Credit Union's Code of Ethics, administrative rules and policies.

Throughout this Agreement, the words "you" and "your" mean the member and any joint members or co-depositors or co-borrowers. The words "we", "our", "us", and "Credit Union" mean Greater Iowa Credit Union.

Membership

Membership Eligibility. The Credit Union serves in its field of membership those applicants within the Greater Iowa Credit Union's common bond as defined in the Credit Union's Charter and specifically includes, persons and blood relatives of those individuals who live, work, worship or attend school in Story, Polk, Marshall, Crawford, or Hardin Counties, and the contiguous counties, Hamilton, Grundy, Jasper, Tama, Poweshiek, Jasper, Marion, Warren, Madison, Dallas, and Boone, Ida, Sac, Carroll, Audubon, Shelby, Harrison, Monona, Woodbury, Adair, Calhoun, Greene, Guthrie, Webster, Butler, Franklin, and Wright, Clarke and Lucas Counties. Our Membership eligibility also includes numerous other groups, associations, specific employers and existing Membership in numerous other Credit Union. Please contact us for a complete listing of eligible groups. Corporations, organizations, partnerships, institutions, associations and other business entities of any kind, whether incorporated or not incorporated, their subsidiaries, successors, affiliates and divisions, which have a place of business in the counties identified above, are also eligible for Membership.

Family Membership. Our membership also includes, if sponsored by a Member in Good Standing, persons related to the primary member or the primary member's spouse of the above by the first, second, or third degree of consanguinity or affinity, including biological children, adopted children, step children, legal custody/guardianship, biological siblings, stepsiblings, and such relatives of a deceased member or deceased member's spouse by blood or by marriage, as well as persons living in the same household, with "Household" defined as persons living in the same residence maintaining a single economic unit. If you retire, change jobs (outside the field of membership) or move to a new location, you may remain a member of the Credit Union. Only members in good standing may receive the benefits and services of the Credit Union.

Becoming a Member. To become a member of the Credit Union, you must complete an Account Card and open a Regular Share Account. The basic share deposit that you must always keep in your Regular Share Account is \$5.00.

Credit Information. You authorize the Credit Union to investigate your credit standing when opening or reviewing any account. We may report information about your account(s) to credit bureaus. Late payments, missed payments, or other defaults on your loan account(s) or any other accounts may be reflected in your credit report. You also authorize the Credit Union to disclose information regarding your account to credit bureaus and creditors who inquire about your credit standing.

Deposits Generally. After you have established your Regular Share Account, you may make additional deposits into that account, or establish other types of accounts as described herein, at any time and in any amount. Your accounts are not transferable except on the Credit Union's books and records. We may establish minimum amounts for deposits in your Regular Shares Account or any other accounts you have with the credit union.

You can make deposits in any manner approved by the credit union. At the present time, you can arrange to have one or more of the following deposits made directly to your accounts: (1) payroll deduction deposits, (2) net pay deposits, (3) Social Security deposits, (4) pension plan deposits, (5) stock dividends or (6) other miscellaneous deposits. If you have an automatic teller machine (ATM) card or a debit card, you can also make a deposit through one of the automated teller machines equipped to accept deposits. Deposits made by mail, at night depositories or at unstaffed facilities are not our responsibility until we receive them.

You have been given access to the TellerPhone and/or our Greater Iowa Online Services; you can also transfer funds from one account to another,

If you have arranged to have direct electronic fund transfer deposits made to your account, you can check your account online or call TellerPhone at (800) 765-3595 to find out whether or not the deposit has been made. In addition, you will receive an account statement showing all such direct deposits at least monthly. Your account statements will be admissible as evidence of the electronic fund transfer deposit or other transaction they represent in any action in a court of law.

All deposits are subject to proof and verification. If you deposit a check, draft or other non-cash item, we have the right to clear it before we make the money available to you subject to applicable federal regulations. If there are special fees for collecting your deposit, you promise to pay them (see the Truth in Savings Disclosure and Greater Iowa Credit Union Fee Schedule for a list of fees). We may deduct such fees directly from your account. If we feel there is a reason to do so, we may refuse, limit or return any deposit. We have the right to refuse to accept any deposit and we specifically reserve the right to refuse to accept checks for deposit that have more than one endorsement. We reserve the right not to pay interest on amounts subject to garnishment, levy or other legal process; and we reserve the right not to pay interest on any deposit that is returned to us unpaid by the financial institution on which it is drawn (even if that means a reversal of credited interest).

All negotiable instruments presented for deposit must be in a format that can be processed and/or photographed. The Credit Union may refuse to accept any check or draft that does not meet this requirement. All endorsements placed on the reverse side of any check or draft which you deposit to your account must be placed so that they are on the left side of the item when looking at it from the front and must be placed so they do not go beyond an area located 1 and ½ inches from the left edge of the item when looking at it from the front. The Credit Union may refuse to accept any item that does not meet this requirement, and, if the credit union does accept it, you agree that you are completely responsible for any loss we incur which is premised on an endorsement not meeting this requirement, including any court costs and reasonable attorney fees.

We may accept transfers, checks, share drafts and other items for deposit into any of your accounts if they are made payable to one or more of the account owners even if they are not endorsed by all payees. You authorize Greater Iowa to supply missing endorsements of any owners if we choose to do so. If a check, draft or item is payable to two or more persons and it is ambiguous as to whether it is payable to either or both, we may process the check, draft, or item as payable to either person. We may require endorsements as set forth on any item such as insurance, government, or other checks.

Withdrawing Money from Your Account. As long as you have money in an account, and subject to any applicable state or federal laws and regulations and any specific terms of this Agreement, money can be withdrawn from your accounts by any method approved by the Credit Union (e.g. at an ATM machine, in person, by mail, Internet access, automatic transfer, or telephone, as applicable). We may return as unpaid any check or draft drawn on a form we do not provide. You are responsible for any loss we acquire handling such item. We are entitled to review and approve or any form of power of attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney.

Fees. Any Account may be subject to service charges in accordance with the fee schedule adopted by the Credit Union from time to time. You should refer to the Greater Iowa Credit Union Fee Schedule for a list of fees. These fees may be changed at our discretion. We will provide you notice of such changes in accordance with law.

Transaction Limitations. Except with respect to your Share Draft Account, during any statement period, you may not make more than six transfers or withdrawals, or a combination of such transfers and withdrawals, from any account to another account or to a third party by means of a preauthorized or automatic transfer or telephonic agreement, order or instruction, and no more than three of the six such transfers may be made by check, draft, debit card, Internet transfer or similar order. If you exceed the transfer limitations set forth above in any month with respect to one of your accounts, your account may be charged additional fees for any additional transactions, or that account will be subject to closure by the Credit Union. Please

refer to the Truth-in-Savings Disclosure for more information regarding transaction limitations. The Credit Union reserves the right to require not less than 7 days' advance notice nor more than 60 days' advance notice from you of any withdrawals.

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

Power of Attorney. If you appoint an agent as your Attorney-in-Fact with a Power of Attorney document and we accept the documentation presented for such an appointment, we may accept such an authorization for transactions without further communication to you. Unless your Power of Attorney document specifically prevents you from entering into transactions, we may accept either your personal transactions and/or those authorized by your appointed "Agent".

Special Terms Regarding Share Draft (Checking) & Business Draft Accounts

Deposits Generally. Once you have established your Share Draft Account, you may make additional deposits into that Share Draft Account at any time and in any amount subject to the terms of this Agreement. The above terms regarding "deposits generally" also apply to Share Draft Accounts, except as they may be modified by this section. All drafts drawn on your Share Draft Account may be returned by us unpaid for any reason that drafts are normally returned, such as, for example, insufficient funds, uncollected funds, or litigation.

Minimum Balance. The minimum amount required to open a Share Draft Account and the minimum balance requirements are disclosed in our Truth in Savings Disclosure.

Withdrawing Money from Your Share Draft Account. As long as you have money in your Share Draft Account, and subject to any applicable state or federal laws and regulations, available funds can be withdrawn from your account by written draft or any other method approved by the Credit Union.

Share drafts must generally be ordered through the Credit Union. If share drafts are not ordered through the Credit Union, the Credit Union will assess a fee whenever problems in clearing such drafts in an automated fashion arise. When you order share drafts through the Credit Union, the Credit Union will charge your account for the costs of said share drafts, which costs vary depending on the style of drafts ordered. You may select drafts from the current styles available.

Transaction Limitations Transaction limitations for Share and Share Draft accounts are disclosed in our Truth in Savings Disclosure and in our Electronic Funds Transactions (EFT) and Wire Transfer Notification.

Payment of Share Drafts. The Credit Union is under no obligation to pay a share draft which is more than 6 months old. Except for negligence, the Credit Union is not liable for any action it takes regarding the payment or non-payment of a draft.

Dividends. Information on the payment of dividends is disclosed in our Truth in Savings Disclosure and on our Deposit Rate Sheet. Refer to these documents for further details.

Funds Availability. Funds from deposits you make into your Share Draft Account may not always be immediately available. Refer to our Availability of Funds disclosure for more details. The use of the Share Draft Account is subject to other terms, conditions and requirements as the Credit Union may establish from time to time.

Fees. As with all other accounts, your Share Draft account may be subject to service charges in accordance with the fee schedule adopted by the Credit Union from time to time. You should refer to the Greater Iowa Credit Union Fee Schedule for a list of fees. These fees may be changed at our discretion.

Overdrafts

An Overdraft occurs when you do not have enough money in the "Available Balance" in your checking account **at the time a transaction is presented to us for authorization**

Overdraft Protection. To help you avoid Overdrafts, Greater Iowa Credit Union offers two kinds of Overdraft Protection for

your checking account. First, you can elect to have funds advanced from a line of credit to cover Overdrafts. You must qualify for the line of credit. Note that you will be charged a fee of \$3 plus tax per transfer from a line of credit as stated in our Fee Schedule.

Second, if you have not designated a line of credit to cover Overdrafts, you can designate your savings account for overdraft protection. If designated, money will be transferred from your savings account to cover Overdrafts. This will happen even if the available funds in your savings account are not enough to cover the overdraft. Note that you will be charged a transfer fee of \$3 plus tax per transfer as stated in our Fee Schedule. In the event that the transfer from savings is not enough to cover the Overdraft, you could also be charged an overdraft fee on top of the transfer fee.

If you don't have Overdraft Protection, your Overdrafts may be covered by our Overdraft Privilege Program, which is described below.

Overdraft Privilege – Privilege Pay Program. If you qualify for Overdraft Privilege, then Greater Iowa Credit Union may, but is not obligated to, pay Overdrafts up to an assigned overdraft limit.

All fees and charges, including without limitation Overdraft and Returned Item Fees (described below), will be included as part of your Overdraft Privilege limit. It is possible for a member account to become overdrawn in excess of the Overdraft Privilege limit as a result of the assessment of a fee.

If we pay an overdraft transaction, including a check, ACH payment, ATM withdrawal, in-person withdrawal, debit card payment that we have previously authorized, or any other electronic payment, and your Present/Ledger Balance (described below) is insufficient at the time we pay it, then you will be assessed a \$25 Privileged Courtesy Pay/Paid Item Fee (Overdraft Fee) as provided in our Fee Schedule. If we reject a check or ACH payment transaction when it is presented to us for authorization, then you will be assessed a \$29 Returned Item Fee as set forth on our Fee Schedule. You will be charged a Returned Item Fee or a Privileged Courtesy Pay/Paid Item Fee (Overdraft Fee) for checks and ACH payments each time they are presented to us, even if they were previously rejected and you were previously charged a Returned Item fee. You will not be charged any fees if a debit card payment is declined at the time you give your card to a merchant and the merchant asks us to authorize but we do not authorize the payment.

If you qualify, Overdraft Privilege for check, ACH, and recurring debit card transactions is available without any action on your part; it is a no-cost benefit that comes with your account. However, you must affirmatively opt in, in writing, to Overdraft Privilege for ATM and one-time/everyday debit card transactions. Should you opt in, you may opt out of Overdraft Privilege for debit card payments and ATM withdrawals at any time.

How transactions are posted to your account. There are basically two types of transactions in your account: credits or deposits of money into your account, and debits or payments out of your account. It is important to understand how each is applied to your account so that you know how much money is available to you at any given time. This section explains generally how and when we post transactions to your account.

Credits. Most deposits are added to your account when we receive them. For some checks you deposit, only \$300 will be made available at the time of deposit; the balance will be available typically on the next business day business days later. There may be extended holds on checks for other reasons. For details on the availability for withdrawal of your deposits, see the Funds Availability section of this Agreement.

Debits. There are several types of debit transactions. The most frequent types of debit transactions are described generally below. Keep in mind that there are many ways transactions are presented for posting to your account by merchants, and the Credit Union is not necessarily in control of when transactions are received.

Checks. When you write a check, it is processed through the Federal Reserve system. We receive data files of cashed checks from the Federal Reserve each day. The checks drawn on your account are compiled from these data files and posted to your account each day. We process the payments from low to high dollar value.

ACH Payments. We receive data files every day from the Federal Reserve with Automated Clearing House or ACH transactions. These include, for example, automatic bill pays you have signed up for. Each day, ACH transactions for your account are grouped together and posted in low to high dollar value.

Point of Sale (POS) Debit Card PIN Transactions. These are transactions where you use your debit card and you enter your PIN number at the time of the sale. They are similar to ATM withdrawals because money is usually deducted from your account immediately at the time of the transaction. However, some POS transactions are not presented for payment immediately; it depends on the merchant.

Signature Debit Card Transactions. These are transactions where you make a purchase with your debit card and you are typically asked to sign for the purchase. As described above, in these situations, the merchant may seek prior authorization for the transaction. When that happens, we generally reduce the available balance in your account by the amount authorized. We refer to this as an "authorization hold." (For an explanation of your Available Balance and your Present/Ledger Balance, see "Your Account Balances," below). Authorizations are deducted from your Available Balance but not your Present/Ledger Balance as they are received by us throughout each day. At some point after you sign for the transaction, it is processed by the merchant and presented to us for posting to your account. This can happen hours or sometimes days after you signed for it, depending on the merchant and its processing company. These payment requests are received in real time throughout the day and are posted to your account as they are received. **Please note:** the amount of an authorization hold may differ from the actual payment because the final transaction amount may not be known to the merchant when the authorization request was submitted. For example, if you use your card at a restaurant, an authorization hold will be placed in the amount of the bill presented to you, but when the transaction posts it will include any tip that you may have added to the bill. This may also be the case where you swipe your debit card at gas stations and hotels and other retail establishments. We cannot control how much a merchant asks us to authorize, when a merchant submits a transaction for payment or the final amount of the payment. The fact that we put an authorization hold on your Available Balance does not mean the authorization amount is set aside and made available to pay the specific transaction authorized. The hold is simply a reduction in your Available Balance based on the fact that we have authorized a transaction and the Credit Union is therefore obligated to pay it when presented.

Debit card transactions can be recurring or nonrecurring. Recurring transactions are where you use your debit card to set up a recurring monthly payment, such as a gym membership. Nonrecurring transactions are one time transactions that are authorized each time you use your debit card. Using your debit card at a restaurant is an example of a one-time or nonrecurring transaction. We will rely on how the merchant characterizes the transaction for purposes of processing it and your only recourse for an improperly coded transaction is with the merchant who submitted it to us.

This is a general description of how certain types of transactions are posted. These practices may change and we reserve the right to pay items in any order we chose as permitted by law.

Your Account Balances. Your checking account has two types of balances: the "Present/Ledger Balance" and the "Available Balance." It is important to understand how the two balances are calculated and how they are used so that you know when you may be charged Returned Item or Privileged Courtesy Pay/Paid Item (Overdraft) Fees. Your Present/Ledger Balance is the full amount of all deposits into your account less transactions that have "posted" to (or have been paid from) your account. Your Available Balance is the amount of money in your account that is available for you to use without incurring a Returned Item or Privileged Courtesy Pay/Paid Item Fee (Overdraft Fee). It is the Present/Ledger Balance less holds placed on deposits and pending transactions that have been authorized but have not yet been presented to us for payment (such as pending debit card purchases that have been authorized at the point of sale, but have not been sent to us for payment by the merchant). We use your Available Balance to determine whether to authorize payments. However, we use Present/Ledger Balance at the time the transactions are paid (or posted to your account) to determine whether we will assess Privilege Courtesy Pay/Paid Item Fees (Overdraft Fees). The following is an example of how this works:

Assume you have \$100 in your Present/Ledger Balance and your Available Balance and you have **opted in** to Courtesy Pay for debit cards. Further assume you use your debit card to buy a shirt for \$70, in which case the merchant will typically ask us to authorize the payment. If we do, then we will reduce your Available Balance to \$30 because we are now required to pay the \$70 for the shirt when the transaction is presented to us (usually a few days later) through the merchant's card network. Before the merchant sends the shirt payment to us, a check you have written for \$50 is presented for payment. Because you have only have \$30 in your Available Balance, we may reject the check (in which case you will be assessed a Returned Item Fee). If we elect to pay the check, you will not be charged a Privilege Courtesy Pay/Paid Item Fee (Overdraft Fee) because you still have \$100 in ledger balance. Later, when the shirt payment is presented to us through the merchant's card network, we are

required to pay it, your Ledger Balance is now only \$50 due to the check we paid so you will be charged a Privileged Courtesy Pay/Paid Item Fee (Overdraft Fee) on the shirt payment, even though you had enough Available Balance at the time the payment was authorized.

To help you manage your account and avoid Privileged Courtesy Pay/Paid Item Fees (Overdraft Fees) and Returned Item Fees, you can see your Available Balance and Present/Ledger Balance at ATMs on line or on your mobile banking application. Your Present/Ledger Balance is reflected on your monthly account statements. We also provide you with a summary of Privileged Courtesy Pay/Paid Item Fees (Overdraft Fees) and Returned Item Fees on your monthly account statements for the current period and year-to-date.

Disclosures. Total courtesy pay fees and total returned item fees will be disclosed on the periodic statement provided to the member. These amounts will be shown for both the statement period and year to date as required by NCUA Rules and Regulations Truth-in-Savings Section 707.11

Eligibility Restrictions for Privilege Pay Program

Pursuant to Greater Iowa Credit Union's commitment to always provide its member with the best level of service, now and in the future, if a member's consumer account (primarily used for personal and household purposes) has been open for at least thirty (30) days, and have been maintained in good standing. Account in good standing includes at least:

- Bringing any account balance to a positive balance within every thirty (30) day period for a minimum period of 24 hours;
- Not being in default on any loan or other obligation to Greater Iowa Credit Union; and
- Not being subject to any legal or administrative order or levy, including bankruptcy;
- Being at least 18 years of age;
- Account may not be dormant; and
- The member's address on the account must be valid.

Involuntary Account Closing. The Credit Union reserves the right to close a share draft account if:

- Excessive returned unpaid items not covered by an overdraft protection plan.
- Failure to maintain the \$5.00 minimum balance in the primary share account.
- Non-compliance with the policies adopted by the Board of Directors.
- Determination that kiting is occurring on an account.
- Not meeting other obligations with the Credit Union.

Truncated Drafts; Statements. Your canceled share drafts will not be returned to you; they will become Credit Union property and be held by us ("truncated") for you. Your monthly statement will itemize your canceled drafts by number, date of clearing and the amount of the draft. Any objection respecting any item shown on a periodic statement is waived unless made in writing to the Credit Union before the end of thirty-three (33) days after the statement is mailed. A copy of any share draft will be available to you as required by law. There may be a fee to obtain a copy of a draft (see the Truth in Savings Rate and Fee Schedule for a list of fees).

Stop Payments

Stop Payment Order Request. You may request a stop payment order on any share draft drawn on your account. To be binding, an order must be dated, signed, and describe the account and draft number and the exact amount. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the number of the account, number of the draft, and its exact amount. You understand that the exact information is necessary for the Credit Union's computer to identify the share draft. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the draft. 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 draft. If we re-credit your account after paying a draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the draft, and to assist us in any legal action.

Duration of Order. A written stop payment order is effective for six (6) months and may be renewed in writing from time to

time. We do not have to notify you when a stop payment order expires.

Liability. Fees for stop payment orders are set forth on the Greater Iowa Credit Union Fee Schedule. You generally may NOT stop payment on any certified check, teller's check or any other check, draft, or payment guaranteed by us. Even if payment of such an item is stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages or claims related to our refusing payment of an item, including claims of any multiple party, account owner, payee, or endorser in failing to stop payment of an item as a result of incorrect information you provided the Credit Union.

Payment of Share Drafts after Death. The Credit Union may, after the date of your death, pay share drafts drawn before death unless ordered to stop payment by the Personal Representative or other appropriate person claiming an interest in the account.

Accounts for Corporations, Partnerships, Limited Liability Companies and Other Organizations, Incorporated or Otherwise

This section of the Agreement is designed to allow certain businesses and other entities as more fully described below to join Greater Iowa Credit Union and to obtain various financial products and services offered by the Credit Union. Throughout this section, the words "you", "your", "organization", and "business" mean the business or other entity that is joining the credit union.

A corporation is eligible for membership in the Credit Union if the group of shareholders of the corporation is composed for the most part of individuals who are also members of the Credit Union.

A partnership is eligible for membership in the Credit Union if the partners of the partnership are for the most part individuals who are also members of the Credit Union.

A limited partnership is eligible for membership in the Credit Union if the general partner of the limited partnership is a member of the Credit Union, and the limited partners of the partnership are for the most part individuals who are also members of the Credit Union.

A limited liability company (LLC) or a professional limited liability company (PLLC) is eligible for membership in the Credit Union if the group of shareholders (also known as members) of the LLC or PLLC is composed for the most part of individuals who are also members of the Credit Union.

A sole proprietorship is eligible for membership in the Credit Union if all of the owners of the sole proprietorship are also members of the Credit Union. If this account is established for a sole proprietorship, you agree that this account is not primarily for personal, family, or household purposes.

Other organizational structures, incorporated or otherwise, may be eligible for membership in the Credit Union if those organizations are composed, for the most part, of individuals who are also members of the Credit Union.

No organization, incorporated or otherwise, shall be eligible for membership in the Credit Union without substantiating its legal existence, to the reasonable satisfaction of the Credit Union, by providing such documentation as the Credit Union may, from time to time, require, including, but not necessarily limited to, the Certificate of Organization on file with the State of Iowa or the State of incorporation, the most recent Certificate of Good Standing on file with the State of Iowa or the State of incorporation, and such Resolutions as may be required by the Credit Union. We reserve the right to require that you provide, and you agree to provide, any such documentation at any time.

The Credit Union reserves the right to refuse membership to an organization when such organization has not been created with, has not been properly registered with, and is not governed by the laws of the State of Iowa.

While generally the individuals who comprise an organization, incorporated or otherwise, shall not be joint owners on an account created for the organization, each of the individuals of the organization signing the Business Membership Card personally guarantees any obligation created by the organization owing to the Credit Union as a result of the establishment of a membership in the Credit Union for the organization.

The following types of financial products and services will be available to organizations:

Same services as available to individual accounts

To the extent applicable and not superseded herein, the terms and conditions governing the types of account and services for individuals govern accounts and services provided to organizations.

You understand and agree that the Credit Union may distribute funds pursuant to the terms of the most recently dated Resolution on file at the Credit Union, and the organization, all of its organizers, shareholders, partners, and/or members forever indemnify and hold the credit union harmless for distributions made in good faith pursuant to that Resolution. You further agree that it is your responsibility to notify the Credit Union when the terms of that Resolution have been revoked, rescinded, revised, or in any way modified.

Accounts for Trusts

Members who maintain a minimum \$5.00 membership share in the Credit Union can open a separate membership account for a Revocable Living Trust, provided all Settlor-Trustees of that Trust are members of the credit union in their own right.

The following types of financial products and services will be available to Trusts:

Regular Share/Savings Account(s) Share Certificate/ Share Draft / Money Market

To the extent applicable and not superseded by this section, the terms and conditions governing those types of accounts and services for individuals govern accounts and services provided to Trusts.

In order to open an account for a Trust, you agree to provide such documentation as is required by the Credit Union with regard to the Trust, including, but not necessarily limited to, the Trust document itself and/or an Abstract of Trust prepared by the attorney who drafted the Trust.

The Credit Union reserves the right to refuse membership to a Trust when it is not drafted in accordance with and governed by the laws of the State of Iowa.

If you have opened an account for a Trust, you as Trustee(s) understand and agree that the Credit Union may distribute funds pursuant to the terms of the most recently dated Trust Agreement on file at the Credit Union, and you, on behalf of the Trust, all beneficiaries of the Trust, and all Successor Trustees forever indemnify and hold the credit union harmless for distributions made pursuant to that Trust made in good faith in the absence of gross negligence on the part of the Credit Union. You further agree that it is your responsibility to notify the Credit Union when a Trust for which an account has been opened has been revoked, rescinded, revised, or in any way modified.

Other Terms and Conditions

Share Insurance. Your savings in the Credit Union are insured up to \$500,000; \$250,000 is insured by the National Credit Union Administration (NCUA), an agency of the Federal Government, in accordance with regulations promulgated by the NCUA and, the Excess Share Insurance Corporation insures an additional \$250,000 of your deposits.

Fees. You agree to pay us fees in connection with your accounts in accordance with the Greater Iowa Credit Union Fee Schedule for accounts in effect from time to time. We will provide advance notice of any increase in current fees, or any new fees as required by law. We may deduct fees owed by you from any of your accounts, whether you are an owner or joint owner. We reserve the right to waive any fees in our sole discretion.

Return of Deposits/Closed Accounts. We may, at any time, in our sole discretion, refuse to accept any deposit, or close any or all of your accounts with us without prior notice to you. Provided, however, we may not terminate your membership in the Credit Union without satisfying the notice provisions of the Iowa Credit Union Act and related Bylaw Provisions and regulations. If we close an account, we will notify you and send you a check for any balance in your account after deducting all applicable charges. Any withdrawal that reduces the amount in an account to zero (other than a Share Draft Account) may automatically close that account. We are not liable for any draft, withdrawal or other order after an account is closed; however, if we pay an item after the account is closed, you agree to reimburse us for the amount paid. Any drafts presented after your account has been closed will be returned unpaid. We reserve the right to advise consumer reporting agencies and other third parties of accounts closed for misuse.

Inactive (Dormant) Accounts. The Credit Union will consider your account inactive (dormant) as defined by Iowa Statute with no deposits or withdrawals. This excludes dividends credited to your account by the Credit Union. Iowa law requires the

Credit Union to turn these funds over to the State after a period of no activity as specified by statute. Before turning funds from inactive (dormant) accounts over to the State of Iowa, the Credit Union will send notices as required by Iowa law advising you of your rights. The Credit Union reserves the right to assess a periodic fee on those accounts that have not been used for six (6) months. You authorize the Credit Union to transfer funds for the service fee from any account of yours. To the extent permitted by law, we reserve the right to transfer the account funds to an account payable and to suspend any further account statements. After the period specified by state law, if the account remains inactive (dormant) after we notify you, we will consider the account abandoned. Abandoned funds 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 and if you choose to reclaim the funds, you must apply to the appropriate state agency.

Statement(s). If we send you a periodic statement for your Share Draft Account or Business Share Draft Account, the statement(s) will include all activity on your account as required by law. You will receive a periodic statement (normally quarterly) for your Share Savings Account or other savings accounts, unless you have an electronic funds transfer transaction during a monthly period (in which case you will receive a monthly statement), or you will receive a combined statement on a monthly basis if you have a Share Draft Account or a Business Share Draft Account and other savings accounts. If a periodic statement is provided, you agree that only one statement is necessary for joint accounts. Each such statement shall show the transactions on your accounts and any charges. We reserve the right not to send statements for accounts we consider inactive, or for those accounts on which we do not have a valid address on file.

You should examine the periodic statement carefully and reconcile the account. If there are any discrepancies, the Credit Union should be notified immediately. You are in the best position to detect an unauthorized signature, a forged endorsement, or an alteration. You have the responsibility for any fraud loss if you fail to exercise reasonable care in examining the statement or fail to report forgeries or alterations to the Credit Union within sixty (60) days of the mailing date of the earliest statement containing those items. If you do not receive a periodic statement when you would normally receive one, you agree to notify us within fourteen (14) calendar days of the time you normally would have received a statement. The Credit Union will not be liable if items were forged or altered such that a reasonable financial institution could not detect the fraud.

Agreement. This Agreement shall be effective and shall govern all deposit accounts with us. By signing a signature card, making deposits or withdrawals, or leaving amounts on deposit, you agree to the terms of this Agreement. This Agreement shall supersede all previous agreements for such accounts.

Amendment. We may change any of the items of this Agreement at any time without prior notice to you if the change is favorable to you. We may make changes that are adverse to you only if we provide you with any notice required by law or required in this Agreement. You may close the account if you do not agree to the changes; if you continue to use the account or keep the account open after the effective date of such change, you will be deemed to have agreed to the changes.

Notice of Name or Address Changes. You are responsible for notifying us of any address or name change. Whenever we are required to send you notice, the Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us in writing. The Credit Union requires all notices of change in address or name to be in writing. If we attempt to locate you, we may impose a service fee as set forth in the Truth-in-Savings Disclosure.

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 or rates as required by law or as required in this Agreement. All notices regarding the account will be posted in our office lobbies or will be sent to you to the address shown on your statement. In the event of joint ownership, notice by or to any one joint depositor shall be deemed notice by or to all. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to future enforcement. We reserve the right not to send notice for accounts we consider inactive. Notices to us should be sent to:

**Greater Iowa Credit Union
P.O. Box 665
Ames, Iowa 50010**

800.296.9064

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.

Indemnity. If by following your instructions we are exposed to a claim or suit by an adverse claimant, you shall hold us harmless and indemnify us from any such losses, expenses, liabilities or damages including actual attorneys' fees. 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 we may require a bond or other protections.

Severability. If any of this Agreement is found by any other court or regulatory body of competent jurisdiction to be invalid or unenforceable in whole or in part for any reason whatsoever, the authority of the remaining provisions or portions hereof shall not be affected thereby.

Waiver. We may waive any of these provisions at our sole discretion, but any such waiver will apply only on that occasion. If we chose to waive any provision, we will not be bound to waive the same provision or any other provision on another occasion.

Lien & Right of Offset/Enforcement. If you owe us money as a borrower, guarantor, endorser or otherwise, we have a lien on the account funds in any account in which you have an ownership interest now and in the future, regardless of their source, unless prohibited by law. We may apply these funds in any order to pay off your indebtedness. By not enforcing a lien, we do not waive our right to enforce it later. In addition, you grant the Credit Union a consensual security interest in your accounts and we may use the funds from your accounts to pay any debt or amount now or hereafter owed the Credit Union, or for any loss, cost or expenses, including reasonable attorney's fees, we incur as a result of your failure to comply with the terms and conditions of this Agreement or that we may take to enforce this Agreement or any other Agreement you may enter into with us. 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.

We will notify you if we have exercised our right of offset. All accounts are non-assignable and nontransferable to third parties.

Telephone Requests. You agree (for joint accounts, all joint owners agree jointly and severally) that funds in any of your accounts with us can be transferred upon the telephone request of any signer on the account. We shall not be responsible for any loss incurred as a result of our acting upon or executing any request, order or instruction we believe to be genuine. Furthermore, we may refuse to execute any telephone request or order.

Facsimile Signatures. You agree (for joint accounts, all joint owners agree jointly and severally) that the Credit Union may accept and rely on facsimiles of your signature(s) on any deposit or withdrawal form, order or other notices, requests or instructions regarding any account under this Agreement or with the Credit Union. We shall not be responsible for any loss incurred as a result of our acting upon or executing any request, order or instruction we believe to be genuine. Furthermore, we may refuse to execute any facsimile request or order.

Section Headings. Section headings in this Agreement are for convenience of reference only and shall not govern the interpretation of any of the provisions of this Agreement.

Joint Accounts. If two or more parties have signed a signature card, you are creating, and intend to create, a "joint tenancy with rights of survivorship." That is, you as the owners of the account agree with yourselves and the Credit Union that all sums paid in shares or other deposits (as applicable), together with all accumulations, prior to now or hereafter, less setoffs as allowed by law for any sums due the Credit Union by any party, shall be owned by all of you jointly with full right of survivorship, and shall be subject to withdrawal or receipt by any of you in whole or in part. Any owner may withdraw all funds, stop payment on items, transfer or pledge to us all or any part of the shares without the consent of the other owner(s). We have no duty to notify any owners about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. Payment to any of you or the survivor(s) of you, or your personal representatives, administrators or assigns of the last survivor(s) of you, shall be valid and discharge the Credit Union from any liability for such payment and amount. To induce us to act thereunder, each person signing the signature card jointly and singly agrees to hold the Credit Union harmless and indemnify us from loss, cost, and damage in all respects in connection with any of the foregoing, including court costs and attorney's fees, except as may be limited by applicable law. Any or all of the joint owners may pledge all or part of the shares or deposits in the account as collateral for security on a loan(s). No authority or obligation of the Credit Union may be changed or terminated by one or more of the joint owners without prior written notice to the Credit Union, and no such change or termination shall affect transactions already made. Further, each joint owner is subject to the terms and

disclosures of this Agreement, and hereby acknowledges receipt thereof. With the exception of Certificate Accounts or as otherwise prohibited by law, any joint owner on an account is also a joint owner on all sub-accounts listed under that account number.

POD/Trust Account Designation. A Payable on Death (POD) account or trust account designation is an instruction to the Credit Union that an individual or joint account so designated is payable to the owner(s) during his, her or their lifetimes and, when the last account owner dies, payable to any named and surviving POD or trust beneficiary/payee. Accounts payable to more than one surviving beneficiary/payee are owned jointly by such beneficiaries/payees without rights of survivorship. The Credit Union is not obligated to notify any beneficiary/payee of the existence of any account or the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law. Any POD or trust beneficiary payee designation shall not apply to Individual Retirement (IRA) Accounts.

Missing Endorsements. The Credit Union is authorized to supply any of your endorsements on any check or other instrument tendered for any account, and the Credit Union shall have no liability in connection with the collection of such items that are handled by it without negligence, and the credit union shall not be held liable for the acts of any agents, subagents or others. We may accept transfers, checks, drafts and other items for deposit into your account(s) if they are made payable or to the order of one or more account owners, even if they are not endorsed by all payees. Withdrawals may not be made on account of such items until collected, or as otherwise provided by law. Any amount not collected, or later returned, may be charged back to the account, including expense incurred, and any other outside expenses incurred relative to the account may be charged to it.

Accounts for Minors. We may require any account established by a minor to be a multiple party account with an owner who has reached the age of majority under Iowa 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 funds directly to a minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. We will not change the account status when the minor reaches the age of majority, unless authorized in writing by all account owners.

Agency Designation on an Account. An agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent 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 agent.

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 pay out 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.

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 (IRS) a percentage of dividends, interest and certain other payments. If you fail to provide your TIN, we may suspend opening your account.

Special Account Instructions. You may request that we facilitate certain business, 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 business, 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 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 and accepted by us.

Termination of Account. We may terminate your account at any time without notice to you, or we may require you to close your account and apply for a new 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 share drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; or (7) we

reasonably deem it necessary to prevent a loss to us. You may terminate an individual account by giving written notice. We reserve the right to require the consent of all owners to terminate a joint account. We are not responsible for payment of any draft, withdrawal, or other item after your account is terminated, however, if we pay an item after termination, you agree to reimburse us.

Termination of Membership. You may terminate your membership by giving us written notice. You may be denied services or expelled for any reason allowed by applicable law, including causing a loss to the Credit Union.

Governing Law. This Agreement shall be governed by the laws, including applicable principles of contract law, and regulations of the State of Iowa, except as superseded by federal laws and regulations, by the Credit Union's Bylaws, and by local clearinghouse rules. Unless prohibited by applicable law, any action brought pursuant to this Agreement against the Credit Union must be brought in the local State District Court in the jurisdiction of the Credit Union's main office or Branch Offices.

Account Agreement. Your Membership in the Credit Union as well as your use of any Credit Union Membership privileges constitutes and acknowledgement and consent to the terms and conditions of your accounts as set forth in this Account Agreement and all other accompanying Disclosures provided to you.

Enforcement. You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, 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.

Uniform Transfers/Gifts to Minors Account. A Uniform Transfers/Gifts to Minors Account (UTMA/UGMA) is an individual account established by a custodian who deposits funds as an irrevocable gift to a minor. The minor is the beneficiary of the custodial property in the account. The custodian has control and possession of the account for the benefit of the minor and barring a court order otherwise, is the only party to conduct business on the account including but not limited to deposits, withdrawals, opening and closing of the account(s). We have no obligation to inquire about the purpose of the transaction. If the custodian dies, we may suspend the account until we receive instructions from any individual authorized by law to withdraw funds or a court order authorizing withdrawal or any other account related changes.

Collection of items. The credit union acts as your representative and is not responsible for handling items for deposit or collection beyond the exercise of ordinary care. 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. We may send items for collection. Items drawn on an institution outside the United States are handled only on a collection basis. You waive any notice of nonpayment, dishonor, or objection regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection activities of previously dishonored items at any time, including giving a payor financial institution extra time beyond any deadline limits.

Restrictive Legends. Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include, but not limited to, "two signatures required", "void after 60 days" or "not valid over \$1000." 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.

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 and inflict a return item fee on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or funds transfer.

Direct Deposits. We may offer preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits or preauthorized transfers by completing a separate form. You must notify us at least thirty (30) days in advance to revoke or change a direct deposit or transfer option. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits. Upon a bankruptcy filing, unless you cancel the authorization, we will continue applying payments from 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.

Authorized Signature. Your signature on the Account Card grants account access. We are not liable for refusing to honor any item or instruction if we believe the signature is not authentic. If you have authorized the use of a facsimile signature, we may honor any check, draft, or instruction that bears your facsimile signature even if it was made by an unauthorized person. You permit us to honor transactions initiated by a third person to whom you have given your account number even if you do not authorize a particular transaction or instruction.

Credit Union Examination. We may disregard information on any check or draft 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.

Withdrawal/Transfer Limitations. We will pay checks or drafts, allow withdrawals and process transfers from available funds in your account. The availability of funds in your account may be delayed as described in our Funds Availability Policy Disclosure. We may also pay checks, drafts, allow withdrawals and process transfers from your account from insufficient available funds if you have established an overdraft protection plan or, if you do not have a plan with us, according to our overdraft payment policy.

We may refuse to allow a withdrawal in some situations, and will advise you accordingly; for example: (1) a dispute between account 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; or (5) you fail to repay a credit union loan on time. We may require you to give written notice of seven (7) days to sixty (60) days before any intended withdrawals.

We may limit the dollar amount or the number of transfers from your account as disclosed in the Truth-in-Savings Disclosure and/or Disclosure for Electron Fund Transaction (EFT) and Wire Transfer Notification.

Overdrafts. Payment of Overdrafts. If on any day, the funds in your share or deposit account are not sufficient to pay the full amount of a sharedraft (check), electronic debit (ACH), point of sale (POS), ATM withdrawal, or other items posted to your account (including transactions done by other electronic means, and any applicable fee), we may pay or return the overdraft. The credit union's determination of an insufficient available account balance may be made at 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 account does not have sufficient available funds to pay an overdraft. Your account may be subject to a fee for each overdraft regardless of whether we pay or return the overdraft item. Except as otherwise agreed in writing, if we exercise our right to use our discretion to

pay an overdraft, we do not agree to pay overdrafts in the future and may discontinue covering overdrafts at any time without notice. If we pay an overdraft or impose a fee that overdraws your account, you agree to pay the overdrawn amount in accordance with your overdraft protection plan or, if you do not have such a plan, in accordance with our overdraft policy.

Sharedrafts (checks) electronic debits, (ACH), points of sale (POS), ATM withdrawals, in-person withdrawals, other items posted to your account (including transactions by other electronic means) may be processed in the order that you make them or in the order that we receive them. We may, at our discretion, pay a check, draft or item and execute other transactions on your account in any order we choose. The order in which we process checks, drafts and item and execute other transactions on your account may affect the total amount of overdraft fees that may be charged to your account. Please contact us if you have questions about how we pay checks and drafts and process transfers and withdrawals

Postdated and Staledated Drafts. You agree not to issue any check or draft that is postdated. If you do issue a check or draft that is payable on a future date and we pay it before that date, you agree that we shall have no liability to you for payment. You agree not to deposit checks, drafts, or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account that is presented more than six (6) months past its date.

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; or (4) your account funds are subject to legal process

or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We exercise ordinary care if our actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general financial institution 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 Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.

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.

Death of Account Owner. We may continue to honor all transfer orders, withdrawals, deposits and other transactions on an account until we know of a member's death. Once we know of a member's death, we may pay checks or drafts or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the checks, drafts or other items. We may require anyone claiming a deceased owner's account funds to 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.

Electronic Statement Disclosure. Greater Iowa Credit Union's eStatements will contain all the same information as paper statements. You will have the same opportunities to contact us about any errors or problems. You will need:

- A computer with Internet access and an e-mail address to receive notification of available eStatements.
- Be able to open files in PDF (which requires Adobe Acrobat Reader version 9.0 or higher).
- A printer (if you choose to print eStatements).

If you request eStatements, you will be asked to cease receiving paper statements on all credit union accounts and loans.

By choosing the "**I agree to the terms of the agreement**" button, you elect and authorize us to periodically deliver your Greater Iowa account statement(s), other statement accompanied documents (e.g. statement stuffer, quarterly member newsletter, required member notification, etc.) to you via electronic means. You have the option to receive your account statement(s) and statement accompanied documents (e.g. statement stuffer, quarterly member newsletter, required member notification, etc.) on paper and reserve the right to withdraw this consent at any time. By consenting to use the service, you agree to waive any and all right to any of the aforesaid, and you acknowledge that the limit of your remedy is as otherwise expressly set forth herein.

We may modify the terms and conditions applicable to the service from time to time by mailing or by delivering a notice of modifications to you at the address shown on your account records, and revised terms and conditions shall be effective at the earliest date allowed by applicable law. We reserve the right to terminate this agreement and your use of the service in whole or in part at any time without prior notice.

Accessing your eStatements. Your eStatements are available for pick up at our secure web site. You will need your password to access our online banking system in addition to the equipment and services listed above. When you have logged into Greater Iowa Online, select eStatements in the menu bar. You will access your electronic documents using your own electronic equipment, such as a personal computer or mobile device, which is capable of retrieving, storing, and viewing electronic documents in a PDF format.

You understand that the standards employed in delivering documents electronically are constantly evolving and changing. By accepting this agreement, you acknowledge and understand that there are risks to electronic delivery of document(s). These risks include, but are not limited to, delay or failure of delivery due to technical difficulties, weather conditions, matters beyond our reasonable control, or interruption and/or alteration of such documents by third parties in spite of commercially reasonable security measures.

You agree not to allow anyone to gain access to the Service or let anyone know your password used with the service. You further agree and understand that you are solely responsible for the persons who have access to your personal computer and its password.

You are responsible for obtaining, installing, maintaining, and operating all computer hardware and software necessary for receiving documents electronically. We are not responsible for any errors or failures due to the malfunction or failure of your

hardware or software. We make no warranties of any kind with respect to the software program or that the electronic document service will meet your specific needs.

Cancellation of eStatements. Once you have signed up for eStatements, they will always be available. If you decide that you prefer to have paper statements mailed to you, you can reinstate paper statements by signing into Greater Iowa Online. Select Statement Delivery Preferences. Under Delivery Preferences chose "Statement by mail." Then click "I agree to the terms of the agreement" followed by the "Submit" button.

We reserve the right to send you some incidental promotional information with your electronic notices and statements, as permitted by law.

USA Patriot Act

In accordance with the USA PATRIOT ACT, Federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or entity opening an account.

What This Means to Our Members. When you open an account, you will be asked for your name, address, social security or tax identification number, date of birth (if applicable) and other information that will allow Greater Iowa Credit Union to identify you. You will also be asked to furnish your driver's license or other identifying documents. We are required to follow this procedure each time an account is opened, even if you are a current member of Greater Iowa Credit Union.

ARBITRATION AND WAIVER OF CLASS ACTION

You and Greater Iowa Credit Union agree that we shall attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts, or the products or services the credit union has provided, will provide or has offered to provide to you, and/or any aspect of your relationship with the credit union (hereafter referred to as the "Claims") before either of us initiates a formal proceeding to resolve the Claim. If that cannot be done after good faith efforts, then you agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision ("Arbitration Agreement"), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at www.adr.org; or, a copy of the Rules can be obtained at any of our branches upon request. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT). This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf. This Arbitration Agreement shall not apply to claims that are initiated in or transferred to small claims court.

1. **Selection of Arbitrator.** The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules, and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, and if you and we do not agree on a substitute forum, then you can select the forum for the resolution of the Claims.
2. **Effective Date.** This Arbitration Agreement is effective upon establishment of membership with the credit union.
3. **Arbitration Proceedings.** The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The Arbitrator shall be entitled to award the same remedies that a court can award, including injunctive relief, so long as the injunctive relief is limited to the parties to the arbitration. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it

cannot be appealed. Greater Iowa Credit Union shall pay for any filing, administration, and arbitrator fees imposed on you by the AAA. However, you will be responsible for your own attorneys' fees, unless you prevail on your Claim in the arbitration, in which case, we will pay your attorneys' fees. Conversely, if the credit union prevails, then you will not be required to pay its attorneys' fees and costs. Nothing contained in this Arbitration Agreement shall prevent either you or the credit union from applying to any court of competent jurisdiction for emergency provisional relief, such as a temporary restraining order, a temporary protective order, an attachment or any other pre-judgment remedies.

4. Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.
5. **Class Action Waiver.** ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS CUSTOMER IN A CLASS ACTION LAWSUIT.
6. **Severability.** In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable.

FOR MORE DETAILS or if you have questions, you may call us or visit a branch. If you have questions about AAA procedures, you should check AAA's website, www.adr.org, OR call AAA at (800) 778-7879.