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## BUSINESS ACCOUNT DEPOSITOR AGREEMENT AND DISCLOSURE

**Agreement.** This document, along with any other documents and disclosures TRUE SKY Credit Union ("We") gives you ("Depositor") pertaining to your account(s), is a contract that establishes rules, which control your account(s) with us, unless varied in writing by the Credit Union. Please read this carefully. If you sign the signature card or open or continue to have your account with us, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. This Agreement includes the Depositor's promise to pay the charges as shown on the Schedule and Charges and your permission for TRUE SKY Credit Union to deduct these charges, as we earn them, directly from the account balance. The Depositor also agrees to pay any additional reasonable charges TRUE SKY Credit Union may impose for services you request which are not contemplated by this Agreement. All Depositors agree to be jointly and severally personally liable for any account deficit resulting from our deduction of any such charges and, to the extent permitted by law, collection costs and reasonable attorney's fees. This Agreement is governed by State and Federal law, regulatory and applicable clearinghouse rules, except to the extent that this Agreement can and does vary such rules or law. If you have any questions, please call us.

This Agreement is subject to applicable Federal laws and the laws of the State of Oklahoma (except to the extent that this Agreement can and does vary such rules or laws). The body of State and Federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

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

As used in this document the words "we," "our," "Credit Union" and "us" mean the financial institution and the words "you," "your," and "Depositor" mean the account holder(s), signer(s), and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be constructed so the singular includes the plural and the plural includes the singular.

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

**Authorization.** We may require the governing body of the legal entity opening the account to give us separate documentation or authorization telling us who is authorized to act of its behalf. We will honor this authorization until we actually receive written notice of a change from the governing body of the legal entity.

**Liability.** You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this Agreement. You also agree to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge for overdraft. This includes liability for our costs to collect the deficit including, to the extent permitted by law, our reasonable attorney's fees.

**Deposits.** In accepting checks and other items for deposit, TRUE SKY Credit Union acts only as collecting agent for Depositor and assumes no responsibilities beyond the exercise of ordinary care. All checks and other items are credited to account, subject to receipt of proceeds of final payment in cash or its equivalent by TRUE SKY Credit Union. We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received on a day we are not open for business, as if initiated on the next following business day that we are open.

**Withdrawals.** Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs in the space designated for signatures on the signature card may withdraw or transfer all or any part of the account balance at any time. You (until we receive written notice to the contrary) hereby authorize each person signing the signature card to endorse any item payable to you or your order for deposit to the account or any other transaction with us. We may charge your account for a check even though payment was made before the date of the check. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us, by any method we do not specifically permit, which is greater number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. Even if we honor a nonconforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing the account. We will use the

date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later. See the funds availability policy disclosure. You can ask us when you make a deposit when those funds will be available for withdrawal.

**Telephone Transfers.** A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may apply and be described elsewhere.

**Ownership of Account and Beneficiary Designation.** These rules apply to this account depending on the form of ownership and we reserve the right to refuse some forms of ownership on any or all of our accounts. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds. For business accounts, beneficiaries can only be added to sole proprietorship accounts.

**Sole Proprietorship, also known as "DBA" or "Doing Business As."** If this account is owned by a sole proprietorship, it is warranted that the signature first shown on the application is that of the Sole Proprietor. It is agreed by the Sole Proprietor that additional signatures appearing under his/her signature are hereby authorized and approved to transact business in this account until further written notice is received by TRUE SKY Credit Union.

**Partnership.** If this is a partnership account, whether General, Limited or Joint Venture, the signers on the Application warrant that they are either all of the partners in the named entity or that they are the authorized signers under a partnership agreement and that TRUE SKY Credit Union will be promptly notified in writing of any change in the Partnership. The signers further agree to furnish TRUE SKY Credit Union if requested, a certified copy of any partnership agreement and related documents authorizing the signers to deposit and withdraw funds, to endorse checks payable to or belonging to the partnership and to transact business in this account.

**Limited Liability Company.** In the case of a Limited Liability Company the signer(s) warrants that he/she is an authorized signer under the Articles of Organization and/or the operating agreement of the company and, if requested, agrees to furnish to TRUE SKY Credit Union a certified copy of such Articles and agreements.

**Assumed Name.** If Depositor, whether sole proprietorship, partnership, corporation or other entity, conducts its business under an assumed or trade-name, Depositor warrants that all legal steps have been taken to register such name with the proper legal authorities and agrees to furnish evidence of same upon request.

**Non-Profit Organization.** If this is an account of a non-profit organization, each person affixing his or her signature to the signature card represents and warrants that he or she is fully authorized to sign this document in the capacity indicated and the document evidencing such authority has been or will be, on request, furnished to TRUE SKY Credit Union.

**Fiduciary or Trust.** If this account is owned by a fiduciary or trust, all signers warrant the Fiduciary or Trust relationship is based upon documents lawfully establishing the relationship and agree, if requested by TRUE SKY Credit Union, to furnish certified copies of such documents and any trust agreements to TRUE SKY Credit Union.

**Payable-on-Death.** For business accounts, this is only applicable to sole proprietorships. The named beneficiary shall have ownership of the funds upon the death of the sole proprietor who shall have the right while living to all the funds and to remove or change the beneficiary. Beneficiaries cannot withdraw unless; (1) the sole proprietor creating the account dies; and (2) the beneficiary is then living. If, at the death of the sole proprietor/owner of this account, the beneficiary is not living, the beneficiary's estate acquires ownership of the account. If two or more beneficiaries are named and survive the death of the sole proprietor, such beneficiaries will own this account in equal shares, without right of survivorship. The sole proprietor reserves the right to: (1) change beneficiaries; (2) change account types; and (3) withdraw all or part of the account funds at any time.

**Interest and Dividends.** Dividends are based on current earnings and available earnings of the Credit Union, after providing for required reserves. Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy.

**Statements and Address Changes.** TRUE SKY Credit Union is authorized to mail periodic statements of this Account and returnable items, as applicable, by ordinary mail to the address provided by Depositor. If such mail is returned as undeliverable, TRUE SKY Credit Union may hold further statements and items until called for by Depositor. Depositor is responsible for examining statements and contents carefully and with reasonable promptness. If Depositor discovers (or should have discovered) any errors, forgeries, unauthorized withdrawals, or some other discrepancy on the statement or contents, Depositor is responsible for promptly notifying TRUE SKY Credit Union in writing within a reasonable period of time not to exceed 30 calendar days from when the statement is first set or made available to you, or within (60) days in the case of ACH items. If Depositor fails to do either of these duties, Depositor will have to either share the loss with us, or solely bear the loss in its entirety. Depositor cannot assert an unauthorized withdrawal or error against TRUE SKY Credit Union unless such notification is made. You further agree that if you fail to report any unauthorized signatures, alterations, forgeries, or any other errors in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against TRUE SKY Credit Union on any items in the statement, and between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. You must keep us informed of your current address at all times. Depositor is responsible for notifying TRUE SKY Credit Union in writing of changes in address and name.

account and interest thereon regardless of which signer caused such overdraft or deficit and for all costs and attorney's fees incurred. Service charges and fees may be deducted from the balance in the account.

**Stop Payment.** You must make any stop payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. To be effective, your stop-payment order must precisely identify the number, date and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. A release of the stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item.

**Savings Accounts and Other Interest Bearing Accounts.** TRUE SKY Credit Union reserves the right to change at any time and at its sole discretion the interest rate, the annual percentage yield and the compounding frequency on interest bearing accounts covered by this agreement. Withdrawals from interest bearing accounts will, as a general rule, be paid on demand: however, TRUE SKY Credit Union reserves the right to require 7 days written notice. Interest will be paid not later than the business day on which TRUE SKY Credit Union receives credit for the funds.

**Fund Transfers.** TRUE SKY Credit Union will accept and execute fund transfer payment orders from or for Depositor only as set forth in the Guidelines and Rules governing fund transfers.

**Account Transfer.** Ownership of this account cannot be transferred to another party without the express prior written consent of TRUE SKY Credit Union

**Temporary Account Agreement.** The Credit Union may, in its sole discretion, allow for a temporary account. If, a temporary account is allowed, each person who signs in the space designated for signatures on the signature card (except and unless indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirement we have imposed within a reasonable time. This account may be closed for your failure to comply with the Credit Union's request or requirement within a reasonable time.

**Amendments and Termination.** TRUE SKY Credit Union reserves the right to amend at any time this Depositor Agreement, the Account Guidelines and Rules, and the schedule of fees and charges, the Flightline/Mobile Banking/TARA Agreement, or any other applicable agreement, by giving Depositor notice in accordance with the law. TRUE SKY Credit Union may also close the account at any time by giving notice and mailing account balance to Depositor. TRUE SKY Credit Union reserves the right to refuse deposits in this account at its sole discretion.

**Direct Deposit.** If, in connection with a direct deposit plan, we deposit any amount in an account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from the account or from any other account you have with us, without prior notice and at any time except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**Right to Offset.** TRUE SKY Credit Union has the right to offset any funds of Depositor or any owner against any indebtedness due TRUE SKY Credit Union of Depositor or any owner, without prior notice, unless prohibited by law. In addition, we may also have rights under a "statutory lien." A "lien" on property is a creditor's right to obtain ownership of the property in the event of a debtor defaults on a debt. A "statutory lien" is one created by federal or state statute. If federal or state law provides us with a statutory lien, then we are authorized to apply, without prior notice, your shares and dividends, to any debt you owe us, in accord with the statutory lien. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

**Notice.** Notice to any account owner or signer is notice to all account owners or signers.

**Limited Liability.** Except where TRUE SKY Credit Union fails to use ordinary care in paying checks or drafts with forged signatures, the Depositor shall hold TRUE SKY Credit Union harmless for forgeries, including but not limited to signatures, checks and drafts truncated at another collecting institution, and situations where TRUE SKY Credit Union, consistent with the practice of other Credit Unions in the industry, does not scrutinize depositor's signature. Further information concerning this account may be found in other documents received concurrently with this agreement.

**Restrictive Legends.** We are not required to honor any restrictive legends on checks you write unless we have agreed in writing to the restriction. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000.00" or "Not valid without two signatures."

**Payment Order of Items.** The law permits us to pay items (such as checks or drafts) drawn on your account in any order. To assist you in handling your account with us, we are providing you with the following information regarding how we process the items that you write. When processing items drawn on your account, our policy is to pay them in numerical sequence. Lower item numbers are paid first. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item creating an overdraft or return the item (NSF). The amounts of the overdraft and NSF fees are disclosed elsewhere. By paying items in numerical sequence, we think our policy attains a reasonable balance between minimizing additional cost to you and paying your more important items. We encourage you to make careful records and practice good account management. This will help you avoid writing checks or drafts without sufficient funds and incurring the resulting fees.

**Wire Transfers.** This agreement is subject to Article 4-A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institutions or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by Automated Clearing House Association rules. These rules provide, among other things that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such, we are entitled to a refund from you in the amount credited to your account and party originating such payment will not be considered to have paid the amount so credited. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment or credit. *However, (we) will continue to notify you of the receipt of payments in the periodic statements we provide to you. We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Funds Transfer Act and your rights and obligations with respect to such payments shall be constructed in accordance with and governed by the laws of the state of Oklahoma, unless it has been otherwise specified in a separate agreement that the law of some other state shall govern.* We reserve the right to place limits on wire transfers at any time.

**Facsimile Signatures.** You authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us regardless of by whom or by what means that facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose.

**Federally Insured.** Your savings is federally insured for at \$250,000 and backed by the full faith and credit of the United States Government.

**Electronic Funds Transfers Initiated By Third Parties.** You may authorize a third party to initiate electronic funds transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In some cases, your authorization can occur when the merchant posts a sign informing you of their policy. In all cases, the transaction will require you to provide the third party with your account number and credit union information. This information can be found on your check or draft as well as on a deposit or withdrawal slip. Thus, you should only provide your credit union and account information (whether over the phone, the internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic funds transfers. Examples of these transfers include, but are not limited to: **Preauthorized Credits.** You may make arrangements for certain direct deposits to be accepted into your checking or share savings account(s).

**Preauthorize Payments.** You may make arrangements to pay certain recurring bills from your share draft/checking or share savings account(s).

**Electronic Check or Draft Conversion.** You may provide your check or draft to a merchant or service provider who will scan the check or draft for the encoded credit union and account information. The merchant or service provider will then use this information to convert the transaction into an electronic funds transfer. This may occur at the point of purchase, or when you provide your check or draft by other means such as by mail or drop box.

**Electronic Returned Check or Draft Charge.** Some merchants or service providers will initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for insufficient funds.

**TARA Telephone Transfers.** You may access your account by telephone 24 hours a day at (405) 685-7637 or (800) 662-7637 using your personal identification number, a touch tone phone, and your account numbers to transfer funds from share draft/checking to share savings, transfer funds from share savings to share draft/checking, make payments from share draft/checking to loan accounts with us, as applicable, make payments from share draft/checking to third parties, make payments from share savings to third parties, make payments from share savings to loan accounts with you, make payments from share savings to third parties.

**VISA® Check (Debit) Card.** You can use your VISA® Check Card to pay for goods and services at any retail location accepting VISA® debit cards. The Credit Union will charge all purchases against your checking account. We reserve the right to suspend or revoke check cards privileges at any time.

**Limitations.** A stop payment cannot be placed on any transaction made with a check card. Purchases may not exceed \$2,000.00 per day.

**VISA Check Card/ATM Transfers.** Types of transfers, frequency and dollar limitations, and charges - You may access your account(s) by ATM using your VISA® Check Card and personal identification number, to make cash withdrawals from share draft/checking or share savings accounts: (1) You may withdraw your available balance but no more than \$998.00 per business day with a VISA® Check Card, (2) You may withdraw no more than \$300.00 or two transactions per business day with a VISA® Check Card if the network is down, (3) Transfer funds between share savings and share draft/checking account(s). Some of these services may not be available at all terminals.

**Types of VISA® Check Card Point-of-Sale Transactions.** You may access your share/draft/checking account(s) to purchase goods and pay for services. VISA® Check Cards can be used at any retail location accepting VISA® Debit Cards.

**Limitation of Liability.** TRUE SKY Credit Union will not be liable for loss or damages if a transaction on your account is not completed in a timely and accurate manner.

**Merchant Disputes.** If you use your Visa® Check Card at a merchant and have a problem with the quality of goods or services that you purchase, you agree to make a good faith attempt to correct the problem with the merchant. If you cannot resolve the problem satisfactorily with the merchant you may notify the Credit Union in writing of the problem and we will, at our discretion, attempt to assist you in your efforts to resolve your dispute.

**Advisory Against Illegal Use.** You agree not to use your card(s) for illegal gambling or other illegal purposes. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located. TRUE SKY Credit Union has the exclusive right to reject any transfer that it believes is illegal or being made for illegal purposes. We will not be liable to you for any such rejections and you specifically agree to indemnify and hold harmless TRUE SKY Credit Union from any loss or lawsuit associated therewith.

**Flightline Computer Transfers - Types of Transfers.** You may access your account(s) by computer using your personal identification number and account numbers to transfer funds from share draft/checking to share draft/checking, transfer funds from share draft/checking to share savings, transfer funds from share savings to share draft/checking, transfer funds from share savings to share savings, transfer funds from line of credit to share draft/checking, make payments from share draft/checking to loan accounts with us, make payments from share savings to loan accounts with us.

**Flightline Computer Bill Payer.** Make payments from checking to third parties, make payments from share savings to third parties. Service fees may apply. Please refer to the Flightline/Mobile Banking/TARA agreement for additional information.

**Fees.** We may assess such transaction and account maintenance fees and other charges and in such amounts as may be permitted by law. Please refer to our fee schedule for fees and other charges that may apply. We may amend this fee schedule from time to time.

**ATM Operator/Network Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

**Terminal Transfers.** You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals.

**Preauthorized Credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money or you can call us at (405) 682-1990 or (800) 448-1990 to find out whether or not the deposit has been made.

**Periodic Statements.** You will get a monthly account statement from us for your share draft/checking accounts. You will get a quarterly account statement from us for your share savings accounts, unless there are electronic transfers in a particular month. In that case, you will get a statement monthly.

**Preauthorized Payments - Right To Stop Payment and Procedure For Doing So.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Call or write us at the telephone number or address listed in this agreement in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. Please refer to our fee schedule for the amount we will charge for stop payments.

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

**TRUE SKYCU Limited Liability For Transfers.** We will not be liable: 1) If, through no fault of ours, you do not have enough money in your account to make the transfer; 2) If you have an overdraft line and the transfer would go over the credit limit; 3) If the automated teller machine where you are making the transfer does not have enough cash; 4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer; 5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken; and 6) For any other exceptions stated in any of our agreements with you.

**Shares - Bylaw Requirements.** You must complete payment of one share in your share savings account as a condition of admission to membership.

**Voting Shares.** The maximum number of voting shares you can own is one, even though you may have multiple accounts. One share, one vote.

**Par Value.** The par value of the share is \$25.00.

**Confidentiality.** We will disclose information to third parties about your account or the transfers you make: 1) Where it is necessary for completing transfers; 2) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; 3) In order to comply with government agency or court order; and 4) As explained in the separate Privacy Disclosure.

**Unauthorized Transfers.** Lost or stolen PIN or Card - Tell us AT ONCE if you believe your card and/or code (PIN) has been lost or stolen or if you believe someone has transferred or may transfer money from your account without your permission. You could lose all the money in your accounts (plus your maximum overdraft line of credit). Telephoning is the best way of keeping your possible losses down. You can call or

write us at: TRUE SKY Credit Union, PO Box 26406, Oklahoma City, OK 73126, (405) 682-1990 or (800) 448-1990. If you tell us verbally, we may require you to send us your complaint in writing within ten (10) business days.

**Sixty Day Limitation.** If your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the first statement was mailed on which the problem or error occurred, you may not get back any money you lost.

**Savings Account - Rate Information.** The dividend rate and annual percentage yield on any account may change at any time, as determined by the Credit Union Board of Directors, without prior notice to you.

**Dividends.** Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period. Dividends will be paid at the discretion of the Board of Directors.

**Balance Requirements.** Minimum balance requirements may apply to your account.

**Transaction Limits.** During any month, you may not make more than six (6) withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic, or computer transfer, telephonic order or instruction, or similar order to a third party. If you exceed the transfer limitations set forth herein, your account will be subject to closure by the Credit Union.

#### **TRANSACTION ACCOUNTS - YOUR ABILITY TO WITHDRAWAL FUNDS**

**Policy Statement for Transaction Accounts.** Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Share draft accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from your cash and check deposits available to you on the same day we receive your deposit. At that time, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

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

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and Federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open. If you make a deposit at an ATM before 2:00 P.M. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM after 2:00 P.M. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

**Longer Delays May Apply.** In some cases, we will not make all of the funds that you deposit by check available to you on the same day we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposits, however, may be available on the same day.

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

**Safeguard Exceptions.** In addition, funds you deposit by check may be delayed for a longer period of time under the following circumstances: (1) We believe a check you deposit will not be paid; (2) You deposit checks totaling more than \$5,000 on any one day; (3) You redeposit a check that has been returned unpaid; (4) You have overdrawn your account repeatedly in the last six months; and (5) There is an emergency, such as a failure of computer or communications equipment.

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

**Special Rules for New Accounts.** If you are a new member, the following special rules will apply during the first sixty (60) days your account is open. Funds from electronic direct deposits will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the same day as the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000.00 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000.00 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

The Credit Union reserves the right to deposit into a share savings account, which is not subject to Regulation CC, and can impose delayed availability of up to thirty (30) days.

**Transaction Limits.** We reserve the right to, at any time, require not less than sixty (60) days notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D.

**Share Insurance.** National Credit Union Share Insurance Fund - Member deposit accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund up to at least \$250,000 and are backed by the full faith and credit of the U.S. Government.

**Dormant Accounts.** If your account becomes dormant we will charge you a dormant/inactive fee and in some cases we will have to turn your property over to the State of Oklahoma. An account is considered dormant or inactive if for twelve (12) months no withdrawals or deposits, other than credited dividends, if any, have been made to the account. Accounts with a balance of more than \$200, an active Certificate of Deposit, IRA's and loans or Super Star accounts will not be assessed the dormant or inactive account fee.

**UNLAWFUL INTERNET GAMBLING ENFORCEMENT ACT OF 2006 (UIGEA).** Federal law, and implementing regulations, prohibit commercial members from receiving deposits or other credits of any kind relating to their operation of an illegal internet gambling business. The Credit Union is required to enforce this prohibition.

It is the policy of this Credit Union to not open or maintain any account for commercial members held with the intent to conduct or engage in internet gambling activity, whether legal or illegal. If we discover or make any good faith determination whatsoever that an existing commercial member is transacting or engaging in internet gambling activity as defined by the UIGEA, the Credit Union reserves the right to restrict services or terminate the account relationship.

## TRUE SKY CREDIT UNION *FLIGHTLINE* AND MOBILE BANKING AGREEMENT

### Terms and Conditions

TRUE SKY Credit Union, (hereinafter referred to as "the Credit Union" or "we" "us") and the Member(s) who click "I Agree" below (hereinafter referred to as "Member" or "you") hereby agree to the following:

**This agreement contains the rules which govern access to your accounts with us using *flightline* (remote access) and/or *Mobile Banking* (access via mobile device) (hereinafter referred to as "service" or "services"). Please read this information carefully and print a copy for your records. By accepting, you are agreeing to the conditions below for use with *flightline* (remote access) and/or *Mobile Banking* (access via mobile device).**

### Definition of *Mobile Banking* and Device

Within this Agreement, "*Mobile Banking*" means the banking services accessible from the Device you have registered with us. "Device" means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic and which is also capable of receiving text messages.

### *Mobile Banking* Description and Access

For the convenience of our members, TRUE SKY Credit Union offers members mobile access to their account information via the Internet using your Device's browser or over the Short Message Service (SMS). Enrollment for *Mobile Banking* requires identification of your financial relationship with the Credit Union as well as providing a mobile phone number. Other identification and verification may be required. Once verified and approved for the service, you will receive a verification code which must be entered on the initial login. You may opt out of this service at any time and the Credit Union, in its sole discretion, may terminate your access to the service or the service itself at any time.

### Charges By Mobile Service Provider

You may be assessed fees by your wireless carrier for data or text messaging services. Please consult your wireless plan or provider for details.

### *flightline* Description and Access

You will be able to access your accounts and account information on *flightline*. Generally, you will be able to transfer funds between your TRUE SKY Credit Union accounts, view current balance information on your accounts, view and print share draft images and statements, enroll in and use online bill pay, etc. In order to access the service you will need:

A verified account with TRUE SKY Credit Union;  
A personal computer or electronic access device;  
An Internet Service Provider (ISP) and Internet browsing software;  
A *flightline* ID and password; and  
Security Questions (You will choose security questions and provide answers when you enroll in the services).

You are responsible for acquiring, maintaining and operating the computer equipment and devices and any software you use to access the services. The hardware/software must be able to communicate with *flightline*. You will arrange and be responsible for internet service necessary to utilize the services. You are responsible for all computer hardware, software and communication devices utilized by you to access the services and for maintaining up-to-date anti-virus and anti-malware software. We do not warrant nor will we be responsible for any errors or failures from the malfunction or failure of your Equipment, software, communication devices, or internet service provider. You may opt out of this service at any time.

### Representations

By using *flightline* or *Mobile Banking* you represent that you are the legal owner of the accounts and other financial information which may be accessed via these services and that you are an authorized user of any computer or Device you will use to access these services and you are responsible for the security measures of the computer you use to access these services. You represent and agree that all information you provide to us in connection with these services is accurate, current and complete and that you have the right to provide such information to us for the purpose of using these services. You agree not to misrepresent your identity or your account information. You agree to keep your account information up

to date and accurate. We make no representation that any content of *flightline* or *Mobile Banking* is available for use in locations outside of the United States and you do so at your own risk.

### Password/PIN

You understand that you cannot use *flightline* and/or *Mobile Banking* without a password/PIN, that you must apply for the password/PIN, and that the Credit Union will not keep a record of it. It is your understanding that the password/PIN may be used for: transfers between your accounts, information regarding your accounts, check withdrawals made out in your name on your accounts (except Individual Retirement Accounts and Certificates of Deposit), and for such other transactions as may become available, of which this Agreement is made a part by reference.

### Safekeeping Your Password/PIN

You are responsible for the safekeeping of the password/PIN and for all transactions completed using your password/PIN by use of *flightline* and/or *Mobile Banking*. You are responsible for ensuring that you have logged out when your session is complete to prevent unauthorized access.

### Disclosure of Password/PIN and Liability for Disclosures

You will notify the Credit Union immediately and send written confirmation if your password/PIN is disclosed to anyone other than a joint owner or authorized user of your account. If you permit other persons to use your Device, log in information, or if you disclose the password/PIN to anyone, however, you understand that you have given them access to your accounts via *flightline* and/or *Mobile Banking* and that you are responsible for such transactions they authorize and we will not be liable for any damages resulting to you, unless otherwise provided by law.

### Non-transferable of Password/PIN

You further understand that the password/PIN is not transferable and you will not disclose the password/PIN or permit any unauthorized use thereof.

### Lost, Stolen or Unauthorized Use of Password or PIN

If you believe your password/PIN has been lost or stolen, or that someone has withdrawn or may withdraw money from your account without your permission, call (405) 682-1990, (800) 448-1990 and Select Option 3 or write: TRUE SKY Credit Union, Attn: Member Services, P.O. Box 26406, Oklahoma City, OK 73126, or visit any branch.

### Resetting Password or PIN

You can reset your Password or PIN by logging into the services and following the directions provided therein.

### Unauthorized Transfer Notice to Credit Union and Liability

It is your responsibility to contact us if you know or suspect unauthorized use of your password/PIN. Tell us AT ONCE if you believe your password/PIN has been used by an unauthorized party or stolen. Telephoning us is the best way of keeping your possible losses down. You could lose all the money in your account. For consumer accounts, if you tell us within two (2) days, you can lose no more than \$50 if someone used your password/PIN without permission. If you do NOT tell us within two (2) business days after you learn of the loss or unauthorized use of your password/PIN, and we can prove that we could have stopped someone from using your password/PIN without your permission if you had told us, you could lose as much as \$500.

For all accounts, if your statement shows transfers that you did not make, tell us AT ONCE. If you do NOT tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If good reasons (such as a long trip or hospital stay) kept you from telling us, the Credit Union, in its complete and sole discretion, might choose to extend this time period.

### EFTA Error Resolution Notice

IN CASE OF ERROR OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFER, telephone us at (405) 682-1990, (800) 448-1990 and select Option 3 or write TRUE SKY Credit Union, Attention: Member Services, P.O. Box 26406, Oklahoma City, OK 73126, or visit any branch as soon as possible. If you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, we must hear from you no later than 60 days after we sent the FIRST statement in which the problem or error appeared.

Tell us your name and account number.

Describe the error or the transfer you are unsure about, explain as clearly as you can why you believe it is an error or why you need more information.

Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that your complaint or question be submitted in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days if the transfer involved a point-of-sale transaction and 20 business days if the transfer involved a new account) after we hear from you and will correct any errors promptly. If we need more time; however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this, we will provide provisional credit to your account within 10 business days (5 business days if the transfer

involved a point-of-sale transaction and 20 business days if the transfer involved a new account) for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer/member.

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

#### **Automated Clearing House Transactions**

You agree to comply with any applicable state and federal law in connection with your use of the services and in our fulfillment of our obligations under this Agreement. You acknowledge that the Automated Clearing House system may not be used in violation of, and that entries originated by you must comply with, the laws of the United States, including sanction laws administered by the Office of Foreign Assets Control. Where a preauthorized debit entry from a member's account varies in amount from the previous debit entry, you agree to comply with the notice requirements set forth in the National Automated Clearing House Association Rules, the Electronic Fund Transfer Act, and Regulation E, as applicable.

#### **Restriction on Use of the Services**

You agree not to use the services in or for any illegal, fraudulent, unauthorized or improper manner or purpose and agree that these services will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations. Without limiting the foregoing, you agree that you will not use the services to transmit or disseminate: (A) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (B) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (C) material or data, that is illegal, or material or data, as determined by the Credit Union, in its sole discretion, that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of TRUE SKY Credit Union or any third-party service provider involved in the provision of the services; or (D) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or Services of any wireless carrier; (E) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (F) any material or information that is false, misleading, or inaccurate; (G) any material that would expose TRUE SKY Credit Union or any third-party service provider involved in providing the services, or any other third party to liability; or (H) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of TRUE SKY Credit Union or any third party. You agree that you will not attempt to: (A) access any services for which your use has not been authorized; or (B) use or attempt to use a third party's account; or (C) interfere in any manner with the provision of the services or any related software, the security of the services, or other customers of the services, or otherwise abuse the services in any way, shape or form.

#### **Transactions Made Through *flightline* or *Mobile Banking***

Transactions made through *flightline* and/or *Mobile Banking* are binding on the Credit Union only after verification by the Credit Union. Transactions between your eligible accounts with the Credit Union made after the normal business hours each day may be posted to the appropriate accounts on the next business day after the date of such transactions. See your *Account Agreement and Funds Availability Notice* for additional information. The total dollar amount of transactions via *flightline* and/or *Mobile Banking* is subject to limits set by the Credit Union, and sufficient verified funds must be available to satisfy transaction instructions.

#### **Maximum Transfers - Reg E**

Federal regulations require financial institutions to limit the way withdrawals may be made from a savings or money market account. During any month, you may not make more than six withdrawals or transfers from your savings or money market account to another credit union account of yours or to a third party by means of a pre-authorized, automatic, or computer transfer, telephonic order or instruction, or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the Credit Union. As with any credit union transaction, we may limit the withdrawal amount to currently collected balances, and all deposits are accepted on provisional basis subject to collection. We may from time to time, for security and risk management reasons, modify the limits, the frequency and/or the dollar amount of any transfers you can make using the services.

#### **The Credit Union's Limitation of Liability and Warranty Disclaimer**

We make no representations or warranties whatsoever with regard to any third party service providers' products or services. We also make no warranty of any kind, express or implied that the services will be uninterrupted. We do not, and cannot, warrant that the services will operate without error, or that it will be available at all times. You agree that neither we nor any of our officers, directors, employees, agents, or service providers will be held liable for any technical,

hardware or software failure of any kind whatsoever, any interruption in the availability of your services, any delay in operation or transmission, any incomplete or garbled transmission, virus, malware, loss of data or other similar loss. To the extent we may have breached the terms of this agreement, and unless otherwise stated herein or required otherwise by law, your sole remedy is to discontinue use of this service.

If we do not complete a transfer to your account in time or for the correct amount according to our Agreement with you, we will be liable for your losses or damages. (However, there are some exceptions. We will not be liable: (A) if circumstances beyond our control (such as fire, flood or interference from outside sources) prevent the transfer despite reasonable precautions we have taken; (B) if the party sending us the deposit either fails to generate the correct amount on time; (C) if, through no fault of ours, you do not have enough money in your account to make the transfer, including legal process or other encumbrances restricting transfers; (D) it is your error; (E) your failure to comply with the terms and conditions of your Agreements with the Credit Union; (F) you did not provide complete or correct information; (G) we have reason to believe you or someone else is attempting to make a transfer for fraudulent or illegal purposes; (H) your privileges have been suspended or terminated or your account has been closed; or (I) we have notified you, on or before the next business day, that we will not honor the transfer or request for service. We may, in our sole discretion, with or without cause, refuse to accept or otherwise execute any request for services and we shall have no liability to you for such refusal. There may be other exceptions stated in our Agreements with you.

You understand and agree that we must rely on the information provided by you, and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you. You understand that any financial institution receiving the funds transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that if you provide us with incorrect information, or if there is any error in your instruction, we will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, the Credit Union reserves the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

In the event that a debit to any of your accounts, or any portion of any such debit, has failed and the credit side of such transaction has been released and cannot be collected, and we are unable to debit either the debited or the credited account, we reserve the right, and you hereby authorize us, to debit any of your other accounts to the extent necessary to offset any resulting deficiency. We may not notify you in such event, other than by posting any such transfer or transfers to the applicable account in accordance with this Agreement.

#### **Preauthorized Electronic Payments and Right to Stop Electronic Payment**

If you have told us in advance to make regular electronic payments out of your account, you can stop any of these payments. Call Member Services at (405) 682-1990, (800) 448-1990 and select Option 3 or write to us at TRUE SKY Credit Union, P.O. Box 26406, Oklahoma City, OK 73126, Attn: Member Services, in time for us to receive your request 3 business days or more before the date the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you \$20.00 for each stop payment order or the amount currently listed in our Schedule of Charges and Fees. Unless you notify us otherwise, we will treat your stop payment order as a request to stop payment on only one particular payment. If you want all future payments to a particular party stopped, you must specifically advise us of that intention. This provision is not applicable to official Credit Union checks or the online Bill Pay system and you should look to those terms and conditions for your rights and responsibilities.

#### **Liability for Failure to Stop Electronic Payment of Preauthorized Transfer**

If you order us to stop one of these payments, 3 business days or more, before the date the payment is scheduled to be made and we do not do so, our potential liability, if any, will be in accordance with the current law or regulation governing such event.

#### **Availability of the Services**

We will use our best efforts to make *flightline* and/or *Mobile Banking* available to you for your convenience 24 hours a day, 365 days a year. There may be occasional periods when the system is shutdown for end-of-day in-house processing, routine maintenance, upgrades, or other events beyond our control.

#### **Security**

You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using these services. You agree not to leave your Device unattended while logged into *Mobile Banking* and to log off immediately at the completion of each access by you.

You agree not to stay logged in to *flightline* or leave your computer or access device unattended while logged into *flightline* and to log off immediately at the completion of each access by you.

You agree to maintain anti-virus and anti-malware software, where available, on any computer or Device you use to access the services. You agree to only use a computer or Device you are familiar with to access the services. You agree to

promptly perform any security and system updates on any computer or Device you use to access the services to maintain the security and integrity of your account and account information and guard against any new security vulnerabilities. You agree not to use any computer or Device that contains malware or key logging software. You understand and agree, that to the maximum extent allowed by applicable law or regulation, that TRUE SKY Credit Union is not responsible for any losses you sustain due to any virus or malware being placed on a computer you used to access your account or these services. You agree to take all steps necessary and prudent to guard against fraud. You understand that by using a public computer or WI-FI to access these services and your account that your account information may be vulnerable and TRUE SKY Credit Union is not responsible for your use or any losses sustained by you under these circumstances. You agree to notify the Credit Union immediately of any attempts made by anyone to fraudulently access your ID, password, PIN, security credentials, account information, etc. You understand and agree that TRUE SKY Credit Union is relying on your promises herein to provide you access to these services.

We reserve the right to block access to the services to maintain or restore security to our site and systems; if we reasonably believe your access codes have been or may be obtained or are being used or may be used by an unauthorized person(s).

No TRUE SKY Credit Union employee, or company or service provider affiliated with TRUE SKY Credit Union will not contact you via E-mail or phone requesting your online ID and password. If you are contacted by anyone requesting this information, please contact us immediately by calling Member Services at (405) 682-1990 Ext. 3901, (800) 448-1990 or visit any branch.

We reserve the right at all times to take actions to protect our systems and information, including denial of access to users of the services. We will use commercially reasonable efforts to secure the services to prevent access by unauthorized persons and to prevent the introduction of any malicious code, such as a computer virus. However, no security system is failsafe and, despite our efforts, the security of the services could be compromised or malicious code could be introduced by third parties. We will provide you with notice if your information is the subject of a security breach as required by applicable law.

**Indemnity**

You agree to indemnify, defend, and hold the Credit Union, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from and against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of your use of *flightline* or *Mobile Banking*, any negligent or intentional action or inaction, and/or any breach of this Agreement and that this paragraph shall survive the termination of this Agreement.

In cases where you have insufficient funds or other issues at your other financial Institution that prevent or delay the Credit Union from processing your transactions; you agree to hold the Credit Union harmless from and against any fees and/or penalties assessed by your other financial institution or a third party.

**Service Fees**

The Credit Union reserves the right to impose service charges at a future date after giving you notice of such service charges.

**Periodic Statements**

You will get a monthly account statement from us for your share draft/checking accounts. You will get a quarterly account statement from us for your share savings accounts, unless there are electronic transfers in a particular month. In that case, you will get a statement monthly.

**LIMITATION OF WARRANTIES BY TRUE SKY CREDIT UNION**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TRUE SKY CREDIT UNION AND ITS EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, CONTRACTORS, ADVERTISERS, AND ASSIGNS, DISCLAIM ALL WARRANTIES EXPRESS OR IMPLIED, REGARDING THE SERVICES, INCLUDING ITS FITNESS FOR A PARTICULAR PURPOSE, ITS QUALITY, ITS MERCHANTABILITY, OR ITS NON-INFRINGEMENT. TRUE SKY CREDIT UNION DOES NOT WARRANT THAT THE SERVICES WILL BE COMPLETELY SECURE OR IS FREE OF BUGS, INTERRUPTIONS, ERRORS, OR OTHER PROGRAM LIMITATIONS. TRUE SKY CREDIT UNION DOES NOT WARRANT THAT THE WEB SITE, OR THE SERVER THAT MAKES IT AVAILABLE, IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU, AND NOT TRUE SKY CREDIT UNION, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION OF PROBLEMS CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. IN THAT EVENT, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO 60 DAYS FROM THE DATE OF ACCESS TO THE SERVICES.

TO THE GREATEST EXTENT ALLOWED BY LAW, TRUE SKY CREDIT UNION SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED BY THE SERVICE NOR SHALL WE BE RESPONSIBLE FOR ANY LATE FEES, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OR MAINTENANCE OF THE SERVICE. THE SERVICE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO

**THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES OF MERCHANTABILITY.**

**Severability.** If an item or condition of this Agreement is found to be illegal or unenforceable, the balance of this Agreement will remain in full force and effect.

**Amendments.** We may amend, alter, or rescind, for any reason, any part of these terms and conditions (or any other account-related agreement or documentation), or add new terms. Notice will be provided to you in accordance with applicable law. Your continued use of the account after implementation of changes to this Agreement signifies your continued acceptance of this Agreement and all changes and amendments hereto.

**Fee Schedule**

**Business Accounts**

Member Business Checking Accounts:

Monthly Service Fee	\$15.00
Per Transaction Charge	\$0.15

Member Small Business Club Accounts:

Monthly Service Charge; minimum balance is less than \$500	\$10.00
Per Transaction Charge in excess of 80 credits and 20 debits	\$0.35

Other Business Account Charges:

Account Balancing Assistance	\$15.00/hr
Account Research (one hour minimum)	\$15.00/hr+ \$0.50/pg
Collection Items (incoming/outgoing)	\$15.00
Collection Items (international)	\$20.00
Deposited Checks Returned/Unpaid	\$25.00
Dormant account	\$5.00 per month

**An account is considered dormant if for 12 months no withdrawals or deposits, other than credited dividends, have been made to the account. Accounts with a balance of more than \$200, an active Certificate of Deposit, IRAs and loans or Super Star accounts will not be assessed the dormant or inactive fee.**

Draft Printing	\$2.00
Garnishment	Max allowed by law
Nonsufficient Funds Fee (per item)	\$25.00
International Visa Check Card Withdrawal	\$3.00
Official Checks to Third Party	\$3.00
Paper Statements	\$2.00 per statement cycle
Returned Mail	\$5.00/item
Stop Payments	\$25.00
Tax Levy	\$25.00
Temporary Checks/Sheet	\$2.00
Verification of Deposit	\$15.00
Visa Check Card Overdraw	\$25.00
Visa Check Card Receipt Copy	\$15.00
Wire Transfers Outgoing	\$20.00
Wire Transfers Incoming	\$10.00
Wire Reversal	\$25.00
Wire Tracer	\$25.00
<u>Safe Deposit Box (size and annual rent)</u>	
3X5	\$20.00
3X10	\$30.00
5X10	\$40.00
10X10	\$65.00
One lost key	\$25.00
Two lost keys (requires box to be re-drilled plus replacement of keys)	\$175.00

Federally insured by NCUA

