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MEMBERSHIP AND ACCOUNT AGREEMENT

This Agreement covers your rights and responsibilities concerning your accounts and the rights and responsibilities of the Credit Union providing this Agreement (Credit Union). In this Agreement, the words "you," "your," and "yours" mean anyone who signs an Account Card, Account Change Card, or any other account opening document (Account Card), or for whom membership and/or service requests are approved through the Credit Union's online application and authentication process. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share or deposit accounts you have with the Credit Union.

Your account type(s) and ownership features are designated by you on your Account Card or through the Credit Union's online application and authentication process. By signing an Account Card or authenticating your request, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any Account Card, Funds Availability Policy Disclosure, Truth-in-Savings Disclosure, Electronic Fund Transfers Agreement and Disclosure, Privacy Disclosure, or Account Receipt accompanying this Agreement, the Credit Union Bylaws or Code of Regulations (Bylaws), Credit Union policies, and any amendments made to these documents from time to time that collectively govern your membership, accounts and services.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT - To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, if applicable, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

1. MEMBERSHIP ELIGIBILITY - To join the Credit Union, you must meet the membership requirements, including purchase and maintenance of the minimum required share(s) (hereinafter membership share) and/or paying a membership fee as set forth in the Credit Union's bylaws. You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts, products and services you request and for other accounts, products, or services we may offer you or for which you may qualify.

2. INDIVIDUAL ACCOUNTS - An individual account is an account owned by one member who has qualified for credit union membership. If the account owner dies, the interest passes, subject to applicable law, to the account owner's estate or Payable on Death (POD) beneficiary/payee or trust beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death, any security interest or pledge granted by the account owner, and our statutory lien rights.

3. JOINT ACCOUNTS - A joint account is an account owned by two or more persons.

a. Rights of Survivorship. Unless otherwise stated on the Account Card or documented through the Credit Union's online application and authentication process, a joint account includes rights of survivorship. This means that when one owner dies, all sums in the account will pass to the surviving owner(s). For a joint account without rights of survivorship, the deceased owner's interest passes to his or her estate. A surviving owner's interest is subject to the Credit Union's statutory lien for the deceased owner's obligations and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

b. Control of Joint Accounts. Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature or authenticated request of any other owner(s). Any owner may withdraw or transfer funds, pledge to us all or any part of the shares, or stop payment on items without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners in order to act.

c. Joint Account Owner Liability. If an item deposited in a joint account is returned unpaid, a joint account is overdrawn, or if we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for any returned item, overdraft, or unpaid amount and for any related fees and charges, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of the indebted owner, including all funds in the joint account, regardless of who contributed the funds.

4. POD/TRUST ACCOUNT DESIGNATIONS - 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, is payable to all surviving POD or trust beneficiaries/payees. Unless state law provides for different ownership or as permitted and documented by us, the beneficiaries/payees will own the funds jointly in equal shares without rights of survivorship when there is more than one surviving beneficiary/payee. Any POD or trust beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs). We are not obligated to notify any beneficiary/payee of the existence of any account nor the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law. This paragraph does not apply to an account held on behalf of or in the name of a trust.

5. ACCOUNTS FOR MINORS - We may require any account established by a minor to be a joint account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid amount on such account and for any related fees and charges. We may pay funds directly to the 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 except as required by applicable law. We will not change the account status when the minor reaches the age of majority unless the change is authorized in writing by all account owners.

6. UNIFORM TRANSFERS TO MINORS ACCOUNT - A Uniform Transfers to Minors Account (UTMA) is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The minor to whom the gift is made is the beneficiary of the custodial property in the account. The custodian has possession and control of the account for the exclusive right and benefit of the minor and, barring a court order otherwise, is the only party authorized to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction except as



required by applicable law. If the custodian dies, we may suspend the account until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawals.

7. 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 except as required by applicable law.

8. DEPOSIT OF FUNDS REQUIREMENTS - Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with the requirements set forth in the Truth-in-Savings Disclosure. Deposits made by mail, at night depositories, or at unstaffed facilities are not our responsibility until we receive them. We reserve the right to refuse or to return any deposit.

a. Endorsements. We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft, or item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft, or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement, we may require endorsement as set forth on the item. Endorsements must be made on the back of the check or draft within 1½ inches of the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility. If we offer a remote deposit capture service and you have been approved to use the service to make deposits to your account, you agree that, prior to transmitting check or draft images, you will restrictively endorse each original check or draft in accordance with any other agreement with us that governs this service.

b. Collection of Items. We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the loss of an item in transit or the negligence of any correspondent. Each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any midnight deadline limits.

c. Restrictive Legends. Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include "two signatures required," "void after 60 days," and "not valid over \$500.00." We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restriction or limitation.

d. Final Payment. All checks, drafts, automated clearinghouse (ACH) transfers or other items 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 and impose a returned 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 fund transfer.

e. Direct Deposits. We may offer direct deposit services, including 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 authorization document. You must notify us if you wish to cancel or change a direct deposit or preauthorized transfer. Any cancellation or change will become effective once we receive notice from you and have a reasonable period of time to act on your request. 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. 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.

f. Crediting of Deposits. Deposits will be credited to your account on the day we consider them received as stated in our Funds Availability Policy Disclosure.

9. ACCOUNT ACCESS

a. Authorized Signature. Your signature on the Account Card, or authentication and approval of your account, authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any check or draft that appears to bear your facsimile signature, even if it was made by an unauthorized person. You authorize us to honor transactions initiated by a third person to whom you have given your account information, even if you do not authorize a particular transaction.

b. Access Options. You may access your account(s) in any manner we permit including, for example, in person at one of our branch offices, at an ATM or point-of-sale device, or by mail, telephone, automatic transfer, internet access or mobile application. We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any losses, expenses or fees we incur as a result of handling such a check or draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We may refuse to honor a power of attorney if our refusal is conducted in accordance with applicable state law.

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

10. FUND TRANSFERS - Fund transfers we permit that are subject to Article 4A of the Uniform Commercial Code, such as wire transfers, will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the Credit Union is located, except as otherwise provided in this Agreement. ACH transfers are subject to rules of the National Automated Clearinghouse Association (NACHA). We may execute certain requests for fund transfers by Fedwire which are subject to the Federal Reserve Board's Regulation J.

a. Authorization for Transfers/Debiting of Accounts. You may make or order fund transfers to or from your account. We will debit your account for the amount of a fund transfer from your account and will charge your account for any fees related to the transfer.

b. Right to Refuse to Make Transfers/Limitation of Liability. Unless we agree otherwise in writing, we reserve the right to refuse to execute any payment order to transfer funds to or from your account. We are not obligated to execute any payment order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available balance in your account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control including mechanical, electronic or equipment failure. In addition, we will not be liable for consequential, special, punitive or indirect loss or damage you may incur in connection with fund transfers to or from your account.

- c. No Notice Required.** We will not provide you with notice when fund transfers are credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received.
- d. Interest Payments.** If we fail to properly execute a payment order and such action results in a delay in payment to you, we will pay you dividends or interest, whichever applies to your account, for the period of delay as required by applicable law. You agree that the dividend or interest rate paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period.
- e. Provisional Credit for ACH Transactions.** We may provisionally credit your account for an ACH transfer before we receive final settlement. If we do not receive final settlement, we may reverse the provisional credit or require you to refund us the amount provisionally credited to your account, and the party originating the transfer will not be considered to have paid you.
- f. Payment Order Processing and Cut-off Times.** Payment orders we accept will be executed within a reasonable time of receipt. Unless we have agreed otherwise in writing, a payment order may not necessarily be executed on the date it is received or on a particular date you specify. Cut-off times may apply to the receipt, execution and processing of fund transfers, payment orders, cancellations, and amendments. Fund transfers, payment orders, cancellations, and amendments received after a cut-off time may be treated as having been received on the next fund transfer business day. Information about any cut-off times is available upon request. From time to time, we may need to temporarily suspend processing of a transaction for greater scrutiny or verification in accordance with applicable law. This action may affect settlement or availability of the transaction.
- g. Identifying Information.** If your payment order identifies the recipient and any financial institution by name and account or other identifying number, the Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or other identifying number, even if the number identifies a different person or financial institution.
- h. Amendments and Cancellations of Payment Orders.** Any account owner may amend or cancel a payment order regardless of whether that person initiated the order. We may refuse requests to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order.
- i. Security Procedures.** We may require you to follow a security procedure to execute, amend or cancel a payment order so that we may verify the authenticity of the order, amendment or cancellation. You agree that the security procedure established by separate agreement between you and the Credit Union is commercially reasonable. If you refuse to follow a commercially reasonable security procedure that we offer, you agree to be bound by any payment order, whether authorized or not, that is issued in your name and accepted by us in good faith in accordance with the security procedure you choose.
- j. Duty to Report Unauthorized or Erroneous Fund Transfers.** You must exercise ordinary care to identify and report unauthorized or erroneous fund transfers on your account. You agree that you will review your account(s) and periodic statement(s). You further agree you will notify us of any unauthorized or erroneous transfers within the time frames described in the "Statements" section of this Agreement.
- k. Recording Telephone Requests.** You agree that we may record payment order, amendment and cancellation requests as permitted by applicable law.
- l. Remittance Transfers.** A "remittance transfer" is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. If we act as a remittance transfer provider and conduct a remittance transfer(s) on your behalf, the transaction(s) will be governed by 12 C.F.R. part 1005, subpart B - Requirements for remittance transfers. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

11. ACCOUNT RATES AND FEES - We pay account earnings and assess fees against your account as set forth in the Truth-in-Savings Disclosure and Schedule of Fees and Charges. We may change the Truth-in-Savings Disclosure or Schedule of Fees and Charges at any time and will notify you as required by law.

12. TRANSACTION LIMITATIONS

a. Withdrawal Restrictions. We will pay checks or drafts, permit withdrawals, and make transfers from the available balance 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 or drafts, permit withdrawals, and make transfers when you have an insufficient available balance in your account if you have established an overdraft protection plan or, if you do not have such a plan with us, in accordance with our overdraft payment policy.

We may refuse to allow a withdrawal in some situations and will advise you accordingly if, for example: (1) there is 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 7 to 60 days before any intended withdrawals.

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

13. CERTIFICATE ACCOUNTS - Any term share, share certificate, time deposit or certificate of deposit account (certificate account), whichever we offer as allowed by applicable federal or state law, is subject to the terms of this Agreement, the Truth-in-Savings Disclosure, the Account Receipt for each account, and any other documents we provide for the account, the terms of which are incorporated herein by reference.

14. OVERDRAFTS

a. Payment of Overdrafts. If, on any day, the available balance in your share or deposit account is not sufficient to pay the full amount of a check, draft, transaction, or other item, plus any applicable fee, that is posted to your account, we may return the item or pay it, as described below. 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 a sufficient available balance in order to pay an item. Your account may be subject to a fee for each item regardless of whether we pay or return the item. We may charge a fee each time an item is submitted or resubmitted for payment; therefore, you may be assessed more than one fee as a result of a returned item and resubmission(s) of the returned item.

If we offer standard overdraft services, this service allows us to authorize payment for the following types of transactions regardless of whether your share or deposit account has sufficient funds: (1) share drafts/checks and other transactions made using your checking account, except as otherwise described below; (2) automatic bill payments; (3) and ACH transactions. For ATM and one-time debit card transactions, you must

affirmatively consent to such coverage. Without your consent, the Credit Union may not authorize and pay an ATM or one-time debit card transaction that will result in insufficient funds in your account. If you have established a service linking your share or deposit account with other individual or joint accounts, you authorize us to transfer funds from another account of yours to cover an insufficient item, including transfers from a share or deposit account, an overdraft line-of-credit account, or other account you so designate. Services and fees for these transactions are shown in the document the Credit Union uses to capture your affirmative consent and the Schedule of Fees and Charges.

Except as otherwise agreed in writing, if we exercise our right to use our discretion to pay such items that result in an insufficiency of funds in your account, we do not agree to pay them in the future and may discontinue coverage at any time without notice. If we pay these items or impose a fee that results in insufficient funds in your account, you agree to pay the insufficient amount, including the fee assessed by us, in accordance with our standard overdraft services or any other service you may have authorized with us or, if you do not have such protections with us, in accordance with any overdraft payment policy we have, as applicable.

b. Order of Payments. Checks, drafts, transactions, and other items may not 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, or items, 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 or drafts and process transfers and withdrawals.

c. Understanding Your Account Balance. Your checking account has two kinds of balances: the actual balance and the available balance. Your actual balance reflects the full amount of all deposits to your account as well as payment transactions that have been posted to your account. It does not reflect checks you have written and are still outstanding or transactions that have been authorized but are still pending. Your available balance is the amount of money in your account that is available for you to use. Your available balance is your actual balance less: (1) holds placed on deposits; (2) holds on debit card or other transactions that have been authorized but are not yet posted; and (3) any other holds, such as holds related to pledges of account funds and minimum balance requirements or to comply with court orders. We use your available balance to determine whether there are sufficient funds in your account to pay items, including checks and drafts, as well as ACH, debit card and other electronic transactions. Pending transactions and holds placed on your account may reduce your available balance and may cause your account to become overdrawn regardless of your actual balance. In such cases, subsequent posting of the pending transactions may further overdraw your account and be subject to additional fees. You should assume that any item which would overdraw your account based on your available balance may create an overdraft. You may check your available balance online at www.linocnfcu.org, at an ATM, by visiting a credit union branch or by calling us at 402-441-3555.

15. POSTDATED AND STALEDATED CHECKS OR DRAFTS - You agree not to issue any check or draft that is payable on a future date (postdated). If you do draw or issue a check or draft that is postdated and we pay it before that date, you agree that we shall have no liability to you for such 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 months past its date; however, if the check or draft is paid against your account, we will have no liability for such payment.

16. STOP PAYMENT ORDERS

a. Stop Payment Order Request. Any owner may request a stop payment order on any check or draft drawn on the owner's account. To be binding, the order must accurately describe the check or draft, including the exact account number, check or draft number, and amount of the check or draft. This exact information is necessary for the Credit Union to identify the check or draft. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it. If we recredit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or other holders of the check or draft, and to assist us in any legal action.

Stop payment orders for preauthorized debit transactions from your account are governed by Regulation E. Please refer to the Electronic Fund Transfers Agreement and Disclosure for rules regarding stop payments on preauthorized debit transactions.

b. Duration of Order. You may make an oral stop payment order which will lapse within 14 calendar days unless you confirm it in writing, or in a record if allowed by applicable law, within that time. A written stop payment order is effective for six months and may be renewed for additional six-month periods by submitting a renewal request in writing, or in a record if allowed by applicable law, before the stop payment order then in effect expires. We do not have to notify you when a stop payment order expires.

c. Liability. Fees for stop payment orders are set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be 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 and all damages or claims related to our refusal to pay an item, as well as claims of any joint account owner or of any payee or endorsee for failing to stop payment of an item as a result of incorrect information provided by you.

17. 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, for example: (1) your account contains an insufficient available balance 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 are not responsible for a check or draft that is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or nonactions 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 regarding what you and our employees say or write will be resolved by reference to this Agreement.

18. CHECKS OR DRAFTS 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. If we agree to cash a check or draft that is presented for payment in person, we may require the presenter to pay a fee. Any applicable check or draft cashing fees are stated in the Schedule of Fees and Charges.

19. REMOTELY CREATED CHECKS OR DRAFTS - For purposes of this paragraph, "account" means a transaction account, credit account, or any other account on which checks or drafts may be drawn. A remotely created check or draft is a check or draft created by someone other than the person on whose account the check or draft is drawn. A remotely created check or draft is generally created by a third party payee as authorized by the owner of the account on which the check or draft is drawn. Authorization is usually made over the telephone or through online communication. The owner of the account does not sign a remotely created check or draft. In place of the owner's signature, the remotely created check or draft usually bears a statement that the owner authorized the check or draft or bears the owner's printed or typed name. If you authorize a third party to draw a remotely created check

or draft against your account, you may not later revoke or change your authorization. It is your responsibility to resolve any authorization issues directly with the third party. We are not required to credit your account and may charge against your account any remotely created check or draft for which the third party has proof of your authorization.

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

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

21. LEGAL PROCESS - If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved, as permitted by law. 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.

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

23. NOTICES

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

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

c. Effect of Notice. Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is provided electronically or is deposited in the U.S. mail, postage prepaid and addressed to you at your statement mailing address, and will be effective whether or not received by you. Notice to any account owner is considered notice to all account owners.

d. Electronic Notices. If you have agreed to receive notices electronically, we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.

24. TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING - You agree that we may withhold taxes from any dividends or interest earned on your account as required by federal, state or local law or regulations. Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN within a reasonable time we may close your account and return the balance to you, less any applicable service fees.

25. STATEMENTS

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

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

Unauthorized electronic fund transfers governed by Regulation E are subject to different reporting periods. Please refer to the Electronic Fund Transfers Agreement and Disclosure for reporting requirements pertaining to electronic fund transfers.

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

d. Address. If we mail you a statement, we will send it to the last known address shown in our records. If you have requested to receive your statement electronically, we will send the statement or notice of statement availability to the last e-mail address shown in our records.

26. INACTIVE ACCOUNTS - As allowed by applicable law, we may classify your account as inactive or dormant and assess a fee if you have not made any transactions in your account over a specified period of time. The period of inactivity, the fee for servicing an inactive or dormant account, and

the minimum balance required to avoid the service fee, if any, are set forth in our Schedule of Fees and Charges. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable or reserve account and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will then be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds. If you choose to reclaim such funds, you must apply to the appropriate state agency.

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

28. TERMINATION OF ACCOUNT - We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if, for example: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks or 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; (7) we reasonably deem it necessary to prevent a loss to us; or (8) as otherwise permitted by law. 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 check, draft, withdrawal, transaction, or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us.

29. TERMINATION OF MEMBERSHIP; LIMITATION OF SERVICES - You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all of your accounts. You may be expelled from membership for any reason allowed by applicable law. We may restrict account access and services without notice to you when your account is being misused; you have demonstrated conduct which is abusive in nature; as outlined in any policy we have adopted regarding restricting services; or as otherwise permitted by law.

30. DEATH OF ACCOUNT OWNER - We may honor all transfer orders, withdrawals, deposits, and other transactions on an account until we know of a member's death. Even with such knowledge, we may continue to pay checks or drafts or honor other payments or transfer orders authorized by the deceased member for a period of ten days after the member's death 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.

31. UNLAWFUL INTERNET GAMBLING AND OTHER ILLEGAL ACTIVITIES - You agree that you are not engaged in unlawful internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful internet gambling or other illegal activities.

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

33. 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.

34. GOVERNING LAW - This Agreement is governed by the following, as amended from time to time: the Credit Union's bylaws; local clearinghouse and other payment system rules; federal laws and regulations, including applicable principles of contract law; and the laws and regulations of the state of Nebraska. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located.

35. NEGATIVE INFORMATION NOTICE - We may report information about your loan, share, or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

36. MONITORING AND RECORDING COMMUNICATIONS - We may monitor and record communications between you and us, including telephone conversations, electronic messages, electronic records, or other data transmissions that affect your accounts or other products and services. Except as otherwise prohibited by applicable law, you agree we may monitor and record such communications without your approval or further notice to you.

The *Truth in Savings Act of 1991 (TISA)* requires credit unions to provide disclosures about rates, fees, terms, and conditions when an account is opened. The purpose of this act is to enable consumers to make reasonable comparisons and informed decisions when shopping for deposit products. The following disclosures are provided in compliance with this act.

Rate Information: The following accounts are variable rate accounts. The dividend rate and **Annual Percentage Yield (APY)** may change every month as determined by the credit union board of directors.

Nature of Dividends: Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

Compounding & Crediting: Dividends will be compounded monthly and will be credited to your account monthly. If you close this account before dividends are paid, you will receive the accrued dividends.

Balance Computation Method: Dividends on this account are calculated on the daily balance method. "Daily" means that a daily periodic rate is applied to the principal in the account each day.

Date Dividends Accrue: Dividends will begin to accrue on the business day you deposit non-cash items (e.g., share drafts) to your account.

Fees & Charges: Refer to the Fee Schedule for all fees and service charges which may apply to your account. Fees may reduce dividends earned.

Par Value of Shares & Dividend Period: The par value of a regular share in this Credit Union is \$5. The dividend period of the Credit Union is monthly, beginning on the first day of the month and ending on the last day of the month.

Insurance: Member accounts in this Credit Union are federally insured up to \$250,000.00 by the National Credit Union Share Insurance Fund.

Bylaw Requirements: The credit union reserves the right, at any time, to require members to give, in writing, not more than 60 days' notice of intention to withdraw the whole or any part of the amounts so paid in by them except for those amounts paid into share checking accounts.

No member may withdraw shareholdings that are pledged as required security on loans without the written approval of a loan officer, except to the extent that such shares exceed the member's total primary and contingent liability to the credit union.

No member may withdraw any shareholdings below the amount of his/her primary or contingent liability to the credit union if he/she is delinquent as a borrower, or if borrowers for whom he/she is a comaker, endorser, or guarantor are delinquent, without the written approval of a loan officer.

Primary Share Savings Account: As of January 10, 2024, the entire balance of your Primary Share Savings Account will earn dividends according to the following schedule:

| Balance Limits | Annual Percentage Yield (APY) | Dividend Rate |
|---------------------|-------------------------------|---------------|
| \$0.00 - \$24.99 | 0.00% | 0.00% |
| \$25.00 and greater | 0.25% | 0.25% |

- **Minimum Balance Requirements:** The minimum balance to open this account and establish your membership is \$25.00. You must maintain a minimum daily balance of \$25.00 to earn dividends on this account.

- **Transaction Limitations:** No transaction limitations apply to this account.

Secondary Share Savings Account: As of January 10, 2024, the entire balance of your Secondary Share Savings Account will earn dividends according to the following schedule:

| Balance Limits | Annual Percentage Yield (APY) | Dividend Rate |
|---------------------|-------------------------------|---------------|
| \$0.00 - \$24.99 | 0.00% | 0.00% |
| \$25.00 and greater | 0.25% | 0.25% |

- **Minimum Balance Requirements:** There is no minimum balance to open and maintain this account.

- **Transaction Limitations:** No transaction limitations apply to this account.

Share Checking Account: As of January 10, 2024, the entire balance of your Share Checking Account will earn dividends according to the following schedule:

| Balance Limits | Annual Percentage Yield (APY) | Dividend Rate |
|--------------------|-------------------------------|---------------|
| \$0.00 and greater | 0.00% | 0.00% |

- **Minimum Balance Requirements:** There is no minimum balance required to open this account.

- **Transaction Limitations:** No transaction limitations apply to this account.

- **Fees & Charges:** The following fees and charges may be assessed against your Share Checking Account:

| | |
|---------------------------------------|-----------------------|
| Return Item | \$35.00 per item |
| Overdraft Transfer from Shares | \$5.00 per item |
| Paid NSF Item | \$35.00 per item |
| Check/Share Draft Orders and Shipping | varies |
| Stop Payment | \$35.00 per item |
| Foreign ATM Transaction or Inquiry | \$3.00 per occurrence |
| Replacement VISA Debit/Credit Card | \$10.00 per card |
| Rush Replacement VISA Card | \$40.00 per card |
| Check Copies | \$3.00 per item |

Refer to the Fee Schedule for all fees and service charges which may apply to your account. Fees may reduce dividends earned.

Money Market Account: As of January 10, 2024, the entire balance of your Money Market Account will earn dividends according to the following schedule:

| Balance Limits | Annual Percentage Yield (APY) | Dividend Rate |
|---------------------------|-------------------------------|---------------|
| \$0.00 - \$2,499.99 | 0.25% | 0.25% |
| \$2,500 - \$24,999.99 | 1.00% | 1.00% |
| \$25,000.00 - \$99,999.99 | 1.51% | 1.50% |
| \$100,000 and greater | 2.01% | 2.00% |

- **Minimum Balance Requirements:** The minimum balance to open and maintain this Money Market Account is \$2,500.00. If the balance falls below the \$2,500.00, you may be charged a fee as shown in “Fees & Charges”.
- **Transaction Limitations:**
 - Up to six (6) transfers or withdrawals are permitted per month at no charge.
 - Three (3) of which can be by check (i.e., each withdrawal by check in excess of three (3) per month is charged as shown in the fee schedule).
 - Each withdrawal or transfer in excess of six (6) per month is charged as shown under "Fees and Charges".
- **Fees & Charges:** The following fees and charges may be assessed against your Money Market account:

| | |
|--|-----------------|
| Balance falls below \$2,500.00 | \$15.00 Monthly |
| Withdrawals or transfers - more than six (6) per month | \$5.00 Each |
| Check withdrawals - more than three (3) per month | \$5.00 Each |

Refer to the Fee Schedule for all fees and service charges which may apply to your account. Fees may reduce dividends earned.

IRA or ESA Account: As of January 10, 2024, the entire balance of your IRA or ESA Account will earn dividends according to the following schedule:

| Balance Limits | Annual Percentage Yield (APY) | Dividend Rate |
|--------------------|-------------------------------|---------------|
| \$0.00 and greater | 0.15% | 0.25% |

- **Minimum Balance Requirements:** There is no minimum balance to open and maintain this account.
- **Transaction Limitations:** LincOne Federal Credit Union does not impose transaction limitations on this type of account. IRA and ESA owners are responsible for determining their individual contribution limit(s) and potential tax consequences for transactions on this account. LincOne FCU cannot provide tax guidance nor investment advice; therefore, IRA and ESA owners are encouraged to consult with a competent tax advisor or financial advisor for questions related to their retirement or education savings.

FEE SCHEDULE

The following fees and charges may be assessed against your account:

| Service Fee or Charge | Amount |
|--|--|
| Return Item | \$35.00 per item |
| Overdraft Transfer from Shares to Cover Item | \$5.00 per item |
| Paid NSF Item | \$35.00 per item |
| Check/Share Draft Orders and Shipping | varies |
| Stop Payment | \$35.00 per item |
| Returned Deposit/Payment | \$20.00 per item |
| Outgoing Domestic Wire | \$25.00 per item |
| Outgoing International Wire | \$50.00 per item |
| Incoming Wire | \$10.00 per item |
| ACH Origination Set Up | \$5.00 one-time set up |
| ACH Return | \$35.00 per item |
| Account Reconciliation/Research | \$30.00 per hour |
| Credit Union Cashier's Checks | \$5.00 per item |
| Money Orders | \$3.00 per item |
| Dormant Account | \$5.00 per occurrence |
| Statement Copies | \$5.00 per item |
| Account History Print Out | \$1.00 per page |
| Check Copies | \$3.00 per item |
| Foreign ATM Transaction or Inquiry | \$3.00 per occurrence |
| Replacement VISA Debit/Credit Card | \$10.00 per card |
| Rush Replacement VISA Card | \$40.00 per card |
| VISA Card International Transaction | varies |
| Cash Advance – Foreign Credit Card | \$5.00 per item |
| Prepaid VISA Card (Travel, Gift, Everyday Spend) | \$5.00 per item |
| Garnishment/Levy | \$35.00 per occurrence |
| Returned Mail/Bad Address | \$5.00 per item |
| Late Loan Payment (after 15 days) | \$35.00 per occurrence |
| Money Market Accounts | Amount |
| Below Minimum Balance | \$15.00 per month |
| Excess Withdrawal | \$5.00 per item |
| Safe Deposit Boxes (H x W x L) | Annual Rental Amount |
| 3" x 5" x 18" | \$20.00 |
| 5" x 5" x 18" | \$25.00 |
| 3" x 10" x 18" | \$30.00 |
| 5" x 10" x 18" | \$45.00 |
| 7" x 10" x 18" | \$60.00 – Only available at S 70 th St Location |
| 10" x 10" x 18" | \$75.00 |
| Replace 1 lost key | \$10.00 |
| Replace both (2) lost keys | Varies |

Funds Availability Disclosure

2022

Our policy is to make funds from your cash and check deposits available to you on the day we receive your deposit. Electronic direct deposits will also be available on the day we receive the deposit. Once the funds are made available, you can withdraw the funds in cash, and we will use the funds to pay checks. Cash and check deposits made by 8:00 am will be available to pay electronic ACH items.

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 5:30 pm 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 5:30 pm on a weekday 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 day of your deposit. Depending on the type of check that you deposit, funds may not be available until the seventh business day after the day of your deposit. The first **\$225** of your deposits, however, may be available on the first business day.

If we are not going to make all of the funds from your deposit available on the same business day as the day of your deposit, we will notify you in writing 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.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than **\$5,000** on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.
- You deposit checks to a New Membership/New Account
- 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 seventh 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 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, cashier's, certified, teller's, traveler's, and federal, state and local government checks will also be available on the day we receive your deposit. Funds from all other checks will be made available by the 7th business day following the date of deposit.

Electronic Funds Transfer Disclosures 2023

Electronic Banking Agreement

This agreement describes the electronic banking services LINCOLNE Federal Credit Union (LINCOLNE FCU) offers and provides the terms for using them. You (the member) may use these services with your share checking or share account as described below. These services provide various ways to have funds transferred to and from your account electronically. None of these services will apply to your accounts unless you authorize them. LINCOLNE FCU reserves the right to limit the availability of electronic banking services.

Terms and conditions in this agreement relate specifically to any electronic fund transfer you authorize. Your account is also governed by the terms and conditions LINCOLNE FCU provided when you opened an account. If any amendments to those terms and conditions are inconsistent with this agreement, this agreement will control.

Electronic Banking Services

If LINCOLNE FCU issues you a VISA check card and a personal identification number, you can obtain cash at any time at ATMs or other electronic terminals which LINCOLNE FCU designates. You can make withdrawals from your share or share checking account and transfer funds between them.

Transaction Limitations

You may make purchases up to the available balance in your share checking account plus your available overdraft protection. You may make ATM withdrawals up to the available balance in your savings and/or share checking account. However, ATM transactions shall be limited to 5 transactions totaling \$500 per day.

Two or More Accounts

On your card application, specify no more than one share checking account and no more than one share account to be accessed by the VISA check card. Each time you use your card, you must indicate which account you want to access. LINCOLNE FCU will charge the account you indicate for any money you obtain with your card.

If the account you use is a share checking account with a line of credit, and the withdrawal amount exceeds the available balance in the account, LINCOLNE FCU will credit the account with a loan, just as though you had written a check on that account. If the amount you obtain with the card exceeds the balance (or your credit line), LINCOLNE FCU will charge the amount to the other account with a credit line. LINCOLNE FCU may credit that account with a loan.

If the amount you obtain with the card, when combined with other charges that LINCOLNE FCU makes to your accounts, exceeds the balance of your accounts and your credit line, LINCOLNE FCU will notify you of the overdraft and you must immediately pay the overdraft amount.

Joint Accounts

If an account you designate on your card application is a joint account, everyone who can use the account is responsible for the card. Any notice given to LINCONe FCU by one person who can use the account will be effective for all other persons on the account. This is true even if the other agreements you have with LINCONe FCU state that withdrawals, deposits or requests for loans can be made only by written request.

Automated Teller Machine (ATM) or Point of Sale (POS) Malfunctions

It is possible that a terminal may malfunction. LINCONe FCU is not responsible for damages that result from, or are a consequence of, a terminal not dispensing cash, or dispensing cash in the wrong amount. You should notify LINCONe FCU as soon as possible if a terminal fails to dispense the correct amount of cash. The longer you wait to report the error, the more difficult it will be to verify your claim. Notify LINCONe FCU in the manner explained in the section titled "Errors or Questions about my Electronic Transfers."

Authorizing Others To Use Your Card

By accepting the card, you agree not to authorize or permit any other person to use it. If anyone uses it with your permission, you will be responsible for any charges to your account. Your rights in case the card is used by another person without your authority are described in the section titled "Your Liability for Unauthorized Withdrawals."

When Your Transaction Is Posted

The time required to charge or credit your account after using the card depends on the terminal's location and the type of transaction. Generally, withdrawals and transfers will be posted to the account you indicate on the day you use your card or the next business day. The services being provided to you under this Agreement are made possible by LINCONe FCU's status as a licensee of VISA U.S.A. You recognize LINCONe FCU's responsibility to comply with the current VISA U.S.A rules and regulations and changes to them in order to continue to provide these services. VISA cards may not be used for any illegal transaction. Illegal use of the credit card by you will be a default and breach of this agreement and further services may be terminated by the Credit Union. If illegal use occurs, you hereby waive the right to sue the Credit Union for the illegal activity and will indemnify and hold harmless the Credit Union from any suits, causes of action, damages, or liability resulting there from.

Termination of Card Privileges

Your card is LINCONe FCU property. LINCONe FCU may terminate your card privileges at any time by sending a written notice at the address LINCONe FCU has for you. You may terminate your card privileges at any time by giving LINCONe FCU written or oral notice in the manner explained in the section titled "Errors or Questions about Electronic Transfers." Any person with an interest in your joint account may terminate the card privileges for the account by giving LINCONe FCU notice in the same manner. If your card privileges are terminated, you must immediately surrender the card to LINCONe FCU. This is true no matter who terminates the card privileges. Termination of card privileges will not affect LINCONe FCU's respective rights and obligations for transactions made with your card before the privileges were terminated.

Electronic Loan & Bill Payments

If you authorize a company to make periodic charges to your account for loan or bill payments, LINCONE FCU charges your account for the amount of the electronic charges received from the company. This service is available only if you have a share checking account. Electronic loan and bill payments cannot be honored if they are charged against a share account.

Your authorization

No one can charge your account unless you authorize it in writing. If you authorize a company to make charges to your account, the company must provide you a copy of the written authorization.

Limitations

Each charge must be for an amount you owe a company for money borrowed or goods or services purchased. There are no other limitations on the amount or frequency of charges. If you authorize a company to charge your account and one charge is greater than the previous charge, the company will send you a notice of the difference at least 10 days before the charge is made. The company will also send you a notice if a particular period is shorter or longer than usual.

Stop Payment

If you ask LINCONE FCU to stop payment of any electronic loan or bill payment at least three days before the transaction is scheduled, LINCONE FCU must honor your stop payment. If you cannot get the stop payment to LINCONE FCU that soon, LINCONE FCU will do their best to honor your request. To request a stop payment, you should contact LINCONE FCU. If you call, LINCONE FCU may ask you to confirm your stop payment request in writing. If LINCONE FCU asks you to confirm your stop payment request in writing, and you fail to do so, your oral stop payment request will expire 14 days after you make it.

Your stop payment request will not be effective for more than one specific transfer. If you have authorized a series of charges to your account by a particular company and wish to cancel the authorization, you must notify LINCONE FCU in writing that the authorization is cancelled.

You cannot place a stop payment on any transaction made with your check card.

If you use your check card and a dispute arises with the merchant, you agree to make a good faith effort to resolve the dispute with the merchant. If you cannot resolve the dispute satisfactorily, we will, at our discretion, assist you in your efforts to resolve the dispute. However, you are ultimately responsible for reaching a resolution.

Reversal

You have the right to reverse any loan or bill payment which was sent through the Automated Clearinghouse System (as most automatic payments are). LINCONE FCU must receive written notice that you want to reverse a payment, LINCONE FCU will re-credit your account for the amount of the payment. LINCONE FCU must receive the notice within 15 days after you get the monthly account statement that reflects that payment. This right of reversal is in addition to your right to stop payment.

Telephone Transfers

If you have more than one account, you may transfer funds by telephone request from one account to another. In order to do this LINCOLNE FCU will need... 1. Your name 2. the amount you wish to transfer 3. the member number from which you wish to transfer funds 4. the member number to which the funds are to be deposited. LINCOLNE FCU may ask you for additional information to verify identity.

Authorization

You don't need to sign any authorization to use LINCOLNE FCU telephone transfer. Your telephone call is the only authorization needed.

Limitations

There are presently no limits on the amount that you can transfer at any one time or on any given day. The limitations on the number of transfers you can make are described in the section titled "Transaction Limitations."

When Transaction are Posted

Telephone transfers received during business hours on a business day are posted on that day, if possible. Telephone transfers which cannot be posted the same day are posted on the next business day.

Preauthorization Payroll & Similar Cards

Some companies and government agencies will, if specifically authorized, deposit funds electronically instead of issuing checks. Examples of payments for which this is commonly done include payroll, annuity payments and government payments such as Social Security Checks.

Your Authorization

You must authorize a company or government agency to pay you this way. You have no right to a copy of your authorization, but most organizations will provide one on request.

Limitations

There are no limitations on the amount credited to your account.

Deposit Inquiry

You have the right to find out whether an electronic payment that you authorized has been received on schedule and credited to your account. You may do so by contacting the credit union in person, by telephone, or through electronic access, such as the internet.

When Transactions are Posted

LINCOLNE FCU is required by law to post any pre-authorized credit to your account the day that LINCOLNE FCU receives it. If you authorize a credit to a share account, LINCOLNE FCU must pay interest on that credit from the day it is received. In some cases, the amounts that LINCOLNE FCU receives may not be available for withdrawal until the business day after they are actually received.

Your Liability for Unauthorized Withdrawals

An unauthorized withdrawal is a withdrawal by a person who does not have your actual, implied or apparent permission and is a withdrawal that does not benefit you. You will not be liable for unauthorized withdrawals except as explained in this disclosure.

Joint Accounts

A withdrawal by a joint account holder or other person with an interest in your account is not an unauthorized withdrawal.

Lost or Stolen Cards

If you think your card has been lost or stolen, you should notify LINCONe FCU at once. For VISA check card purchase transactions, if you notify us of your lost or stolen card, you will not be liable for any losses. For all other card transactions (ATM), if you tell us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two business days after you learn of the unauthorized use of your card or EFT service, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500.00.

These are the specific rules for notice: 1. If you notify LINCONe FCU immediately after you find the card has been lost or stolen, you will lose no more than \$0 if someone uses your card without your permission. 2. If you do not notify LINCONe FCU within two business days, and LINCONe FCU can prove they could have stopped someone from using the card with notification LINCONe FCU, you could lose as much as \$500. 3. If your statement shows transfers that you did not make, you should notify LINCONe FCU immediately. If you don't notify LINCONe FCU within 60 days after we have mailed your statement, and if LINCONe FCU can prove that they could have prevented any loss if you had, you may not get back any money you lose after those 60 days. If a good reason (such as a long trip or a hospital stay) kept you from notifying LINCONe FCU of the loss or theft of the card, LINCONe FCU may extend the time period.

Receipts and Periodic Statements

You will get a receipt each time you use a terminal to make a deposit, withdrawal or transfer. You can use the receipt to reconcile your periodic account statement.

If you have arranged to have direct deposits made to your account, you can call LINCONe FCU or check via the internet to find out whether or not a specific deposit has been made.

You will get a monthly account statement. The statement includes all transactions for shares, share drafts and loans under your account number.

Errors or Questions about Electronic Transfers

You should contact LINCONe FCU at (402) 441-3555 at once if you think the statement or receipt is wrong. You should also notify LINCONe FCU if you need more information about a transfer listed on the statement or receipt. LINCONe FCU must hear from you no later than 60 days after they mailed you the first statement on which the error appeared. LINCONe FCU needs to know: 1. Your name, member number, and the dollar amount of the suspected error, and; 2. a description of the error or the transfer. You should explain why you believe there is an error or what additional information you need about the transfer.

If you notify LINCONe FCU orally, LINCONe FCU may ask that you send your complaint or question in writing within 10 business days. LINCONe FCU will correct any error promptly. If LINCONe FCU needs more time, however, they may take up to 45 days to investigate your complaint or question. If LINCONe FCU credits your account within 10 business days for the amount you think is in error, you will have provisional use of the money while LINCONe FCU completes the investigation.

If LINCONe FCU asks you to send them your complaint or question in writing and they do not receive it within 10 business days, LINCONe FCU need not credit your account.

If LINCONe FCU decides that there was no error, they will send you a written explanation within three business days after the investigation is finished. You may ask for copies of the documents that were used in the investigation.

If you ask LINCONe FCU to stop payment of a pre-authorized transfer at least three business days before the transfer is scheduled, LINCONe FCU will be liable for your losses or damages if they fail to stop the transfer. If LINCONe FCU does not complete a transfer to or from your account on time or in the correct amount, LINCONe FCU will be liable for your losses or damages. However, there are some exceptions.

LINCONe FCU will not be liable if: 1. through no fault of LINCONe FCU, you do not have enough money in the account to transfer 2. the transfer would go over the limit on your overdraft credit line 3. the terminal where you made the transfer did not have enough cash 4. it was clear that the terminal was not working properly when you began the transaction 5. circumstances beyond LINCONe FCU's control (such as fire, flood, or power failure) prevented the transfer, despite LINCONe FCU's reasonable precautions 6. there are other exceptions stated in this disclosure or in the agreement.

Disclosure of Information

LINCONe FCU will not disclose any information to third parties about the account or the transfer made except: 1. when necessary to complete a transfer 2. to verify the existence and condition of your account for a third party such as a merchant or credit bureau 3. to comply with a subpoena, search warrant or other government agency or court order 4. in connection with examinations by state and federal banking authorities 5. if you give LINCONe FCU written permission.

LINCONe FCU charges for Electronic Funds Transfer services are listed on the separate Fee Schedule provided to you.

LINCONe FCU is open Monday thru Friday 9:00 a.m. to 5:00 p.m. holidays not included.

Overdraft Notice & Overdraft Fees 2023

What you should know about overdrafts and overdraft fees:

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways:

1. We have standard overdraft practices that come with your account.
2. We also offer overdraft protection plans, such as a link to another account or a line of credit, which may be less costly than our standard overdraft practices. To learn more, ask us about these plans.

This notice explains our standard overdraft practices.

- What are the **standard overdraft practices** that come with my account?
 - We do authorize and pay overdrafts for the following types of transactions:
 - Checks and other transactions made using your checking account number.
 - Automatic bill payments.
 - We will not authorize and pay overdrafts for the following types of transactions without your consent.
 - ATM transactions
 - Everyday debit card transactions

We pay overdrafts at our discretion, which means **we do not guarantee** that we will always authorize and pay any type of transaction. **If we do not authorize and pay an overdraft, your transaction will be declined.**

- What fees will I be charged if LINCOLNE Federal Credit Union pays my overdraft?
 - Under our standard overdraft practices:
 - We will charge you a fee of up to \$35.00 for each overdraft item
 - There is no limit on the total fees we can charge you for overdrawing your account
- **What if I want LINCOLNE Federal Credit Union to authorize and pay overdrafts on my ATM and everyday debit card transactions?**
 - If you want us to authorize and pay overdrafts on ATM and everyday debit card transactions, call 402.441.3555, visit our website at www.lincolnefcu.org, or email us at info@lincolnefcu.org.
 - **You can revoke your authorization** for LINCOLNE Federal Credit Union to pay these overdrafts at any time by any of the above methods. Your revocation must include both your name and your account number so that we can properly identify your account.



4638 W Street
Lincoln, NE 68503
2500 N Street
Lincoln, NE 68510
6700 S 70th Street
Lincoln, NE 68516
402.441.3555 • 888.790.7261

Privacy Policy & Patriot Act Notices 2023

| | | |
|--|---|-----------------------------|
| Facts | What Does LINCOLNE Federal Credit Union Do With Your Personal Information? | |
| Why? | Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do. | |
| What? | <p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and account balances • Transaction history and payment history • Credit history and credit score • Employment or income information <p>When you are no longer our member, we continue to share your information as described in this notice.</p> | |
| How? | All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons LINCOLNE Federal Credit Union chooses to share; and whether you can limit this sharing. | |
| Reasons we can share your personal information | Does LINCOLNE Federal Credit Union share? | Can you limit this sharing? |
| For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus | Yes | No |
| For our marketing purposes — to offer our products and services to you | Yes | No |
| For joint marketing with other financial companies | No | No |
| For our affiliates' everyday business purposes — information about your transactions and experiences | No | No |
| For our affiliates' everyday business purposes — information about your creditworthiness | No | No |
| For our affiliates to market to you | Yes | No |
| For non affiliates to market to you | No | No |
| Questions? | Call 402.441.3555 or visit us online: www.linconefcu.org | |

| What We Do | |
|---|---|
| How does LINCOLNE Federal Credit Union protect my personal information? | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We have an Information Security Program and a Code of Ethics. All employees are expected to abide by programs and policies established in an effort to protect customer information. |
| How does LINCOLNE Federal Credit Union collect my personal information? | We collect your personal information, for example, when you: <ul style="list-style-type: none"> • Open an account or deposit money • Pay your bills or apply for a loan • Use your debit card We also collect your personal information from others, such as credit bureaus, affiliates, or other companies. |
| Why can't I limit all sharing? | Federal law gives you the right to limit only: <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes-information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. |
| Definitions | |
| Affiliates | Companies related by common ownership or control. They can be financial and nonfinancial companies. |
| Nonaffiliates | Companies not related by common ownership or control. They can be financial and nonfinancial companies. |
| Joint Marketing | A formal agreement between nonaffiliated financial companies that together market financial products or services to you. |
| Questions? | Call 402.441.3555 or visit us online: www.lincolnefcu.org |

Patriot Act Notice: In order to comply with the USA Patriot Act, LINCOLNE FCU is required to obtain, verify, and record identification from all persons applying for and opening new accounts or services with the credit union. Information that we are required to obtain includes name, mailing and residential addresses, tax identification number, date of birth and a copy of government issued photo ID. Additional data may be gathered depending on the type of account opened. Data on existing members will be gathered as new or additional services are used. Confidentiality of the information gathered by the credit union will be maintained as required under the Privacy Act.