



**MEMBERSHIP BOOKLET**

**Membership and Account Agreement**

**Electronic Funds Transfer Agreement and Disclosure Statement (REG E)**

**Funds Availability Policy Disclosure (REG CC)**

**Excessive Withdrawal Fee**

**ACH & Wire Transfer Policy Disclosure Statement (REG J)**

**Truth-In-Savings Disclosures**

**Privacy Disclosure**

**Bixby  
Branch**

11709 S. Memorial  
Bixby, OK 74008

Phone: 918-369-8080  
Fax: 918-369-8186

**Downtown Tulsa  
Branch**

907 S. Detroit  
Tulsa, OK 74120

Phone: 918-858-9229  
Fax: 918-858-9250

**Broken Arrow  
Branch**

4620 W. Kenosha  
Broken Arrow, OK 74012

Phone: 918-362-1400  
Fax: 918-362-1490

**Okmulgee  
Branch**

606 E. 6<sup>th</sup> Street  
Okmulgee, OK 74447

Phone: 918-756-2383  
Fax: 918-756-7287

**West Tulsa  
Branch**

3356 Southwest Blvd  
Tulsa, OK 74107

Phone: 918-446-6317  
Fax: 918-446-4332

**Owasso  
Branch**

14010 E. 116<sup>th</sup> St. N  
Owasso, OK 74005

Phone: 918-362-1616  
Fax: 918-553-6105

**(800) 828-4771**  
**www.wsfcu.com**

Last Revised 10/2020

## MEMBERSHIP AND ACCOUNT AGREEMENT

This Membership and Account Agreement (Agreement) covers the rights and responsibilities concerning your accounts and the rights and responsibilities of Western Sun Federal Credit Union, (credit union) providing this Agreement. In this Agreement, the words “you” and “yours” mean anyone who signs an Account Application or 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 other accounts you have with the credit union.

Your account type(s) and ownership features are designated on your Account Application. By signing an Account Application, each of you, jointly and severally, agree to the terms and conditions in this Membership and Account Agreement, Electronic Funds Transfer Agreement and Disclosure Statement (REG E), Funds Availability Policy Disclosure (REG CC), Excessive Withdrawal Fee, ACH & Wire Transfer Policy Disclosure Statement (REG J), Truth-In-Savings Disclosures, and Privacy Disclosure accompanying this Agreement, the credit union’s bylaws and policies, and any amendments to these documents from time to time which collectively govern your membership and accounts.

1. **MEMBERSHIP ELIGIBILITY** — To join the credit union you must meet the membership requirements including deposit and maintenance of the minimum required share(s) (“membership share”) 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 and services you request.

2. **INDIVIDUAL ACCOUNTS** — An individual account is an account owned by one member (individual, corporation, partnership, trust or other organization) approved 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 and to any security interest or pledge granted by the account owner and subject to our statutory lien rights.

3. **JOINT ACCOUNTS** — A joint account is an account owned by two or more people. A joint account, including POD and trust accounts, are subject to the Multiple Party Deposit Account Act, N.J.S.A. 17:161-1 et seq. (P.L. 1979, C.491). The credit union shall have no liability for payments made pursuant to the Act. Each owner has a present right to payment from the account. Each owner owns his or her net contribution to the account. Absent proof of net contribution or a specific agreement to the contrary, each party will own an equal share of the account.

a. **Joint Share Draft (Checking) Account Agreement.** WSFCU is hereby authorized to recognize any of the signatures subscribed on the application in the payment of funds or the transaction of any business for a Checking Account. The joint owners of this Account hereby agree with each other and with the Credit Union that all sums are now paid in on shares in the Account or heretofore or hereafter paid in on shares in this Account by any or all said joint owners to their credit as such joint owners, with all accumulations thereon, are and shall be owned by them jointly, with right of survivorship and shall be subject to the withdrawal or receipt of any of them and payment to any of them or the survivor or survivors or payments as provided, shall be valid and discharge the Credit Union from any liability for such payment. The right or authority of Western Sun Federal Credit Union under this Share Draft Account Agreement shall not be changed or terminated by said owners, or any of them, except by written notice to the Credit Union which shall not affect transactions theretofore made.

b. **Rights of Survivorship.** Unless otherwise stated on the Account Application, a joint account includes rights of survivorship. This means when one owner dies, all sums in the account will pass to the surviving owner(s). For a joint account without rights of survivorship, the 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.

c. **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 of any other owner(s). Any owner may withdraw all funds, stop payment on items, transfer, or pledge to us any part or all of the shares 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. In order for a joint owner to remove themselves from an account the account must be in positive status at the time the request is received. 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 to act.

d. **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 the amount of the returned item, overdraft, or unpaid amount and any 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 in the account.

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, payable to all surviving POD or trust beneficiaries/payees. If there is more than one surviving beneficiary/payee, the account is owned jointly by such beneficiaries/payees without rights of survivorship upon the death of the last account owner. Any POD or trust beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs). We are not obligated to notify any

beneficiary/payee of the existence of any account or the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law. This paragraph does not apply to an account held on behalf of or held 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 charges or amounts on such account. We may require a social security card as verification of identity for any minor child. 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. We will not change the account status when the minor reaches the age of majority unless authorized in writing by all account owners.

6. GUARDIAN ACCOUNTS — When setting up a Guardian Account we will require a copy of the court ordered documents and the Guardian will only have access rights as to which are described in the court document. We may require a social security card as verification of identity for any minor child.

7. UNIFORM TRANSFERS/GIFTS TO MINORS ACCOUNT — A Uniform Transfers/Gifts to Minors Account (UTMA/UGMA) 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 entitled to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction. If the custodian dies, we may suspend the account until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawal.

9. DEPOSIT OF FUNDS REQUIREMENT — Funds may be deposited to any account, in any manner approved by the credit union in accordance with the requirements as 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 share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.

b. Collection of Items. We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send 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 anytime, 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" or "not valid over \$500." We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restrictions or limitations.

d. Final Payment. All items or Automated Clearing House (ACH) transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items or ACH transfers and impose a return item charge on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or funds transfer.

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

f. Crediting of Deposits. Deposits made after the deposit cut-off time and deposits made on either holidays or days that are not our business days will be credited to your account on the next business day.

## 10. ACCOUNT ACCESS —

a. Authorized Signature. Your signature on the Account Application, 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 number even if you do not authorize a particular transaction.

b. Access Options. You may withdraw or transfer funds from your account(s) in any manner we permit (e.g., at an automated teller machine (ATM), in person, by mail, Internet access, automatic transfer, remote deposit capture or telephone, as applicable). We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any loss we incur 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 are under no obligation to honor any power of attorney if our refusal is conducted in accordance with applicable state law. You will have access to the Credit Union Service Centers 30 days after account opening.

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

11. FUND TRANSFERS — Except as amended by this Agreement, electronic funds transfers that we permit that are Subject to Article 4A of the Uniform Commercial Code will be subject to such provisions of the Uniform Commercial Code as enacted by the state of Oklahoma. We may execute certain requests for electronic funds transfers by Fedwire. Fedwire transactions are subject to Federal Reserve Board Regulation J. You may order electronic funds transfers to or from your account. A Transfer Agreement Form or an ACH Origination Agreement may be required. We will debit your account for the amount of an electronic funds transfer and will charge your account for any fees related to the transfer. Unless we agree otherwise in writing, we reserve the right to refuse to execute any order to transfer funds to or from your account. We are not obligated to execute any order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control including mechanical, electronic or equipment failure. We will not provide you with next day notice of ACH, wire transfers and other electronic payments credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received. 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 for the period of delay as required by applicable law. The dividends or interest paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period. Payment orders we accept will be executed within a reasonable time of receipt but may not necessarily be executed on the date they are received. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments and if received after a cut-off time, may be treated as having been received on the next following funds transfer business day. Information about any cut-off times is available upon request. From time to time, we may need to suspend processing of a transaction for greater scrutiny or verification in accordance with applicable law, and this action may affect settlement or availability of the transaction. When you initiate a wire transfer, you may identify the recipient and any financial institution by name and by account or identifying number. The credit union and any other financial institutions facilitating the transfer may rely strictly on the account or identifying number even if the number identifies a different person or financial institution. Any account owner may amend or cancel a payment order even if that person did not initiate the order. We may refuse requests to amend or cancel a payment order that we believe will expose the credit union to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order. We may require you to follow a security procedure to execute a payment order or certain electronic funds transfer transactions. We will notify you of any such security procedures and you agree that our security procedures are commercially reasonable.

12. ACCOUNT TO ACCOUNT TRANSFERS — Allows you to transfer money to and from checking and savings accounts(s) at WSFCU and other financial institutions in the United States through the Automated Clearing House (ACH) system. The requests made with this service constitute your written authorization for such transfers. Please see Schedule of Fees and Charges. Incoming deposits are free. Fees associated with each transfer are non-refundable. We may process a transaction against your account without notice to you. There is a \$25.00 charge for any failed transaction due to the insufficient funds or rejection or reversal of a transaction. If you close any of your accounts with this service attached, you are responsible for removing the account from this service. You must sign up for this service though Internet Banking.

13. ACCOUNT RATES AND FEES — We pay account earnings and assess fees against your account as set forth in the Truth-in-Savings Disclosure or 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.

#### 14. TRANSACTION LIMITATIONS —

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

We may refuse to allow a withdrawal in some situations, and will advise you accordingly; for example: (1) a dispute between account owners (unless a court has ordered the credit union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; or (5) you fail to repay a credit union loan on time. We may require you to give written notice of seven (7) 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 read the Truth-in-Savings Disclosure or Electronic Funds Transfer Agreement and Disclosure in this document.

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

#### 16. OVERDRAFTS —

a. Payment of Overdrafts. If, on any day, the available funds in your share or deposit account are not sufficient to pay the full amount of a check, draft, item, transaction or other items posted to your account plus any applicable fee (“overdraft”), we may pay or return the overdraft. The credit union’s determination of an insufficient available account balance may be made at any time between presentation and the credit union’s midnight deadline with only one review of the account required. We do not have to notify you if your account does not have sufficient available funds to pay an overdraft. Your account may be subject to a charge for each overdraft regardless of whether we pay or return the overdraft. For ATM and one-time debit transactions, you must consent to the credit union’s overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the credit union may not authorize and pay an overdraft resulting from these types of transactions.

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

OVERDRAFTS – ATM AND DEBIT CARD – If an overdraft is needed to cover your ATM or Debit card transaction we may pay it at our discretion. You must opt-in to receive this potential coverage. Please see Schedule of Fees and Charges. If we do not authorize and pay the overdraft your transaction will be denied.

b. Order of Payments. Checks, drafts, items and other transactions 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 and 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.

#### 17. SHARE DRAFT (CHECKING) ACCOUNT AGREEMENT WITH OVERDRAFT PAYMENT PROVISIONS —

If you authorize WSFCU to establish a Share Draft Account, the Credit Union is authorized to pay share drafts signed by you (or by any owner) and to charge all such payments against the shares in this Account. It is further agreed that:

- (a) Only share draft blanks (and other methods) approved by the Credit Union may be used to make withdrawals from this Account;
- (b) The Credit Union is under no obligation to pay a share draft that exceeds the fully paid and collected share balance in the Account. However, if any of the undersigned writes a share draft that would exceed such a balance and result in this Account being overdrawn, the Credit Union may:
  - Treat such share draft as a request to the Credit Union for advance for the loan account identified on the application sufficient to permit the Credit Union to pay such share draft and credit the loan advance plus a service charge to this Account; or
  - If none of the undersigned is then eligible to receive a loan advance as provided above, the Credit Union may, nevertheless, pay such share draft and transfer funds to this Account in the amount of the resulting overdraft, plus a service charge, from any other regular share account from which any of the undersigned is then eligible to withdraw shares;
- (c) The Credit Union may pay a share draft on whatever day it is presented for payment, notwithstanding the date (or any other limitation on the time of payment) appearing on the share draft;
- (d) When paid, share drafts become the property of the Credit Union and will not be returned either with the periodic statement of this Account or otherwise;
- (e) Except for negligence, the Credit Union is not liable for any action it takes regarding the payment or nonpayment of a share draft;
- (f) Any objection respecting any item shown on a periodic statement of this Account is waived unless made in writing to the Credit Union before the end of the 60 days after the statement is mailed;
- (g) This Account is subject to the Credit Union’s right to require advance notice of withdrawal, as provided in its bylaws;
- (h) This Account is also subject to such other terms, conditions and service charges as the Credit Union may establish from time to time;
- (i) If the Application is signed by more than one person, the persons signing the application shall be the joint owners of the Account which, in that event, shall be subject to the additional terms and conditions in the Joint Account section of this agreement.

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

#### 19. 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 be in writing, dated, signed, and must accurately describe the check or draft including the exact account

number, check or draft number and the exact amount of the check or draft. This exact information is necessary for the credit union's computer system 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 for us to act on it. If we re-credit 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. Preauthorized Electronic Fund Transfers. A request to stop the payment of a single Preauthorized Electronic Fund Transfer will only apply to the transfer identified in the Stop Payment Request Item Notice. A request to stop the payment of a reoccurring preauthorized electronic funds transfer will apply to all subsequent transfers unless we receive a written revocation request form to withdraw the notice of stop payment.

b. Duration of Order. You may make an oral stop payment order which will lapse within fourteen (14) days unless confirmed in writing within that time. Written stop payment orders for draft items are effective for six (6) months and may be renewed for additional six (6) month periods by requesting in writing that the stop payment order be renewed within a period which the stop payment order is effective. We are not required to notify you when a stop payment order expires. Written stop payment orders for preauthorized electronic fund transfers are effective until written notice is received from the account holder to revoke the stop payment order.

c. Liability. [Fees for stop payment orders are set forth under the Truth-in-Savings Disclosure or Schedule of Fees and Charges.] You may not stop payment on any certified check, cashier's check, teller 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, damages or claims related to our refusing payment of an item, including claims of any joint account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

20. CREDIT UNION LIABILITY — If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if: (1) your account contains insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We exercise ordinary care if our actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general financial institution practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.

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

22. REMOTELY CREATED CHECKS — For purposes of this paragraph, "account" means a transaction account, credit account, and any other account on which checks (share drafts) may be drawn. A remotely created check is a check created by someone other than the person on whose account the check is drawn. A remotely created check is generally created by a third party payee as authorized by the owner of the account on which the check is drawn. Authorization is usually made over the telephone or through on-line communication. The owner of the account does not sign a remotely created check. In place of the owner's signature, the remotely created check usually bears a statement that the owner authorized the check or bears the owner's printed or typed name. If you authorize a third party to draw a remotely created check against your account, you may not later revoke 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 for which the third party has proof of your authorization.

23. PLEDGE 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 for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. Federal or state law, depending 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 state or federal law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you.

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

24. LEGAL PROCESS — If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. Any expenses or attorney fees we incur responding to legal process may be charged

against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

25. 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; (5) as disclosed in our Privacy Notice Disclosure with Opt Out; or (6) you give us written permission.

## 26. NOTICES —

a. Name or Address Changes. You are responsible for notifying us of any address or name change. The credit union is only required to attempt to communicate with you at the most recent address you have provided to us. We 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. We will notify you of any change in terms, rates, or fees as required by law. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to future enforcement.

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

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.

27. TAXPAYER IDENTIFICATION NUMBERS AND BACKUP WITHHOLDING — Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may suspend opening your account.

## 28. STATEMENTS —

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

b. Examination. You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report any irregularities such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies reflected on your statement within thirty-three (33) days after we sent you the first statement on which the error or problem appeared, 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 a facsimile signature machine.

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 charged to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement, you agree to notify us within fourteen (14) days of the time you regularly receive a statement.

29. INACTIVE ACCOUNTS — If your account falls below any applicable minimum balance and you have not made any transactions over a period specified in the Truth-in-Savings Disclosure or Schedule of Fees and Charges, during which we have been unable to contact you by regular mail, we may classify your account as inactive or dormant. Unless prohibited by applicable law, we may charge a service fee for processing your inactive account. If we impose a fee, we will notify you, as required by law, at your last known address. 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 and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. 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 and if you choose to reclaim such funds, you must apply to the appropriate state agency.

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

31. 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: (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; or (7) we reasonably deem it necessary to prevent a loss to us. Furthermore, a member who is disruptive to credit union operations may be subject to limitation of services and access to credit union facilities. A disruptive member is defined as one who threatens or behaves inappropriately towards staff or other members, has presented counterfeit items, kite checks, or engaged in suspicious transactions. 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, or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us.

32. TERMINATION OF MEMBERSHIP — You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, and closing all your accounts. You may be denied services for causing a loss to the credit union or you may be expelled for any reason as allowed by applicable law.

33. DEATH OF ACCOUNT OWNER — We may continue to honor all transfer orders, withdrawals, deposits and other transactions on an account until we know of a member's death. Once we know of a member's death, we may pay checks or drafts or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the checks, drafts or other items. We may require anyone claiming a deceased owner's account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.

34. 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.

35. 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.

36. 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 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.

37. GOVERNING LAW — This Agreement is governed by the credit union's bylaws, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state of Oklahoma, and local clearinghouse rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the credit union is located.

38. 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 on your credit report.

39. CANNABIS RELATED ACCOUNTS - Western Sun Federal Credit Union cannot open accounts associated with cannabis commerce and any member that is utilizing existing accounts for cannabis commerce are subject to be closed.

## **TRANSFUND/CHECK CARD & ELECTRONIC FUND TRANSFER SERVICES AGREEMENT & DISCLOSURE STATEMENT (REG E)**

The following is the Agreement between you and Western Sun Federal Credit Union (the "Credit Union") covering electronic fund transfer service(s), TransFund Card(s), Check Card ("cards") and/or a Personal Identification Number (PIN) and each person to whom a card and/or a PIN has been issued. In this Agreement, the words "we" and "us" mean the Credit Union, the words "you" and "your" mean each person who signed the application for the electronic fund transfer service and/or card(s), and each person to whom a card(s) is issued at your request.

### **1. Types of Electronic Fund Transfers Available**

#### ***A. Preauthorized Transfers***

You may arrange for deposits to be made to your Deposit Account(s) automatically when certain scheduled, recurring payments are received by us. You may arrange this service for such payments as Social Security payments, pension and annuity payments, compensation payments from your employer, or other recurring payments. You may also authorize us to make scheduled, reoccurring payments out of your checking or other transaction account to pay various individuals and organizations (like premium payments to your insurance company). Bill Pay is also available if you choose to activate this portion of Online Banking.

By using Bill Pay, you authorize an electronic fund transfer from your checking account. This transaction is covered by Regulation E, and it is covered by the Electronic Fund Transfer Disclosure & Agreement.

Call us at any location to find out how to arrange these services. See section number 7, for information on stopping preauthorized payments. To find out if a scheduled deposit has been made, see section number 2.

#### **ELECTRONIC CHECK CONVERSION/ELECTRONIC RETURNED CHECK FEES**

If you pay for purchases or bills with a check or draft, you may authorize your check or draft to be converted to an electronic funds transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. Also, if your statement shows transfers that you did not make, including those made by card, code or other means, TELL US AT ONCE. You should also call the number or write to the address on the front of this booklet if you believe a transfer has been made using the information from your check without your permission.

#### **BILLING ERRORS**

In case of errors or questions about an electronic funds transfer(s) from your account(s) or if you need more information about a transfer on the statements or receipt, please contact us at the address or phone number on the front of this booklet.

#### ***B. Terminal Transfers***

At the time you applied for a card(s), you selected and qualified for the services currently accessible by your card(s). Your card(s) presently gives you access only to those services. However, you may request other services if you desire. Depending upon which services you request and qualify for, and subject to the terms of applicable depository agreements with us, you may use your card(s) to:

- (1) Withdraw cash from your Deposit Accounts;
- (2) Make deposits to your Deposit Accounts;
- (3) Transfer funds between your Deposit Accounts whenever you request;
- (4) Pay for purchases from merchants who have agreed to accept the card(s) for that purpose; and
- (5) Inquire as to the amount of your "available balance" (as defined below).

#### **OVERDRAFTS – ATM AND DEBIT CARD**

If an overdraft is needed to cover your ATM or Debit card transaction we may pay it at our discretion. You must opt-in to receive this potential coverage. Please see Schedule of Fees and Charges. If we do not authorize and pay the overdraft your transaction will be denied.

Some of these services may not be available at all Terminals ("Terminal(s)" refers to those automatic teller machines and other electronic terminals in which you may use your card(s)). You may use your card(s) in the Terminal to withdraw cash from your Deposit Accounts up to the amount of your "Available Balance," not exceeding \$500 per day, per card (the "available balance" is your current ledger balance minus holds placed on your account by us, minus withdrawals and transfers from your Deposit Accounts made at a Terminal, plus transfer credits. The ledger balance is derived after all transactions received the previous day have been posted to your Deposit Account, regardless of whether the funds have actually been collected or paid by us. Transfer credits are transfers from one Deposit Account to another made at a Terminal).

You may use your Check Card(s) to pay for goods and services at retail locations (point of sale) displaying the Visa symbol. We will debit your account for all purchases and withdrawals made with your card(s). The use of your card(s) to purchase goods and services will constitute a simultaneous withdrawal from and/or demand from your primary checking account. You cannot place a stop payment on any transaction made with your Check Card. If you use your Check Card(s) and a dispute arises with the merchant and you make a good faith effort to resolve the dispute satisfactorily, we will, at our discretion, assist you in your efforts to resolve such dispute. However, you are ultimately responsible for reaching a resolution.

In addition to the limits on cash withdrawals at Terminals, you may use your Check Card to purchase up to \$2,000 in goods and services each day, as long as your available balance is sufficient to cover the aggregate of all purchases. Cash withdrawals made at merchant-

assisted terminals will be subject to a maximum withdrawal limit established by the merchant; however, this limit will not exceed the limit outlined above. If you choose CREDIT, the transaction will be done as a Visa Check Card transaction, giving you all of the protection and rights that accompany a Visa Check Card transaction. If you chose the DEBIT option, you might not have to use your PIN and you might not have all of the protection and rights that accompany a Visa Check Card. We may raise or lower your limit or cancel certain services at any time. You will be notified of any future changes in your limit or available services.

### C. Online Banking or PASS Telephone Transactions

These services allow you to:

- Obtain balances on your savings, checking, loans or other accounts
- Transfer funds between allowed accounts or make a loan payment
- Inquire if checks have cleared
- Check for payroll deduction or deposit information
- Inquire as to total dividends earned and interest paid for year-to-date
- Check your loan due date and make payment(s)

I understand that anyone using my PASS PIN is authorized by me to access my savings and checking accounts.

Online Banking allows you to:

- Inquire as to the prior years' total interest paid and dividends earned
- Check your deposit account available balance as well as your certificate of deposit available balance and maturity date
- Check your loan account available balance and payment amount
- Pay your bills electronically from your checking account(s)

### Service Centers / Credit Union Outlets

- WSFCU has Service Centers and Credit Union Outlet locations state and nationwide which give you greater access to your money. You can make loan payments, cash checks and make withdrawals at these financial institutions like you would at one of our branches. Please visit our website for a complete directory: [www.wsfcu.com](http://www.wsfcu.com). You will be unable to access your account through a Service Center or Credit Union Outlet for 30 days from the date you opened your account. You may be locked out of this service if you move and fail to change your address and we receive returned mail, or you are delinquent on a loan by 60 days or more.

### 2. Documentation of Transfers

You will get a receipt documenting the transaction at the time you make any transfer to or from your account using a terminal (ATM). If you use PASS or Online Banking, you will not get a receipt; instead your transaction will appear on your statement. You will get a monthly statement. However, with respect to a savings account, if there are no electronic fund transfers in a particular month, you will get the statement at least quarterly.

### 3. Limitations on Transfers

**NOTICE REGARDING ATM FEES BY OTHERS:** "If you use an ATM that is not operated by us, you may be charged a fee by the operator of the machine and/or by an automated transfer network, and you may be charged a fee for a balance inquiry, even if you do not complete the transfer."

### 4. Procedures for Reporting Lost/Stolen Card(s) or PIN and Error Resolution

Tell us at once if you believe your card(s), PIN or any access code has been lost or stolen or if you believe that someone has transferred or may transfer money from your account without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all of the money in your account. If a transaction is made with your card or card number without your permission and is either a Visa or Interlink transaction, you will have no liability for the transaction unless you were grossly negligent in the handling of your account or card. Your liability for unauthorized use of your card or account will be determined under the following paragraphs for transactions that are not Visa or Interlink transactions, for ATM transactions or if you were grossly negligent in the handling of your account or card. If you tell us within two business days, you can lose no more than \$50 if someone used your card(s) without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card(s) or PIN, and we can prove we could have stopped someone from using your card(s) or PIN without permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us immediately. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any of money you lost after the 60 days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

NOTE: Special time periods for point-of-sale transfers: In the case of a possible error resulting from a point-of-sale Check Card transaction, we will tell you the results of our investigation 20 business days after we hear from you and will correct any error promptly. If we need more time, we may take up to 90 days to investigate your complaint or questions; however, if we decide to do this we will re-credit your account within 20 business days for the amount you think is in error. If we decide that there is no error we will re-debit your account and send you a written explanation within three (3) business days after we finish our investigation.

NOTE: BILL PAY: When setting up or adding new vendors under the Bill Pay option, there may be a five (5) day processing period to allow time to notify the vendor so you can make a payment to that account.

The Credit Union will process Bill Pay transfer requests only to those creditors/vendors the Credit Union has designated in the user instructions and such creditors/vendors you authorize and for whom the Credit Union has the proper creditor/vendor code number. We will not process any Bill Pay transfer if the required information is incomplete. In order to complete a payment directed by you, the Credit Union will withdraw the designated funds from your checking account on the day after you schedule a payment or the following day if you set it up after they have been taken. Payments are not processed on Sundays or Federal holidays. We reserve the right to process the payment at any time during the day and to reject the payment if sufficient funds are not available at the time. When scheduling payments, please allow sufficient lead time prior to your due date. Some payments may be sent to creditors/vendors via U.S. mail. You authorize us, and any third party acting on your behalf, to choose the most effective method to process your payment and/or transfer, including without limitation, electronic, paper or other draft methods. You must allow sufficient time for creditors/vendors to process your payment after they receive a payment from the Credit Union. We cannot guarantee the time that any payment will be credited to your account by any creditor/vendor and will not be liable for any refusal to accept payment, service fee, late charge, or FINANCE CHARGE incurred. In the event of a dispute, we can only confirm the amount, the participating merchant, and the date of the bill payment transfer made by the Credit Union. For any other error or question you may have involving the billing statement of the participating merchant, you must contact the merchant directly. The Credit Union is not responsible for investigating such errors.

We are not responsible for any direct, indirect, special or consequential damages or losses arising in any way out of the installation, use or maintenance of your equipment, software or for technical or editorial errors contained in or omissions from, any user guide related to this service except where the law requires a different standard.

#### 5. Business Days

Our business days are Monday through Friday. Saturdays, Sundays and holidays are not included.

#### 6. Stopping Payment of Preauthorized Transfers From Your Account

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Bill Pay transfers you schedule and initiate under the bill payment option are not considered pre-authorized electronic funds transfers. You may stop any bill payment transfer you schedule at any time before the transfer is made by canceling the request through Bill Pay. After a transfer has been made, you will need to contact the creditor.

Other than Bill Pay, call, write or wire 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. We will charge you a fee for each stop payment order you give. The address, phone number and business hours are shown on the first page of this Agreement.

If these regular payments 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. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

#### 7. Liability for Failure to Make Transfers

If we do not complete a transfer to or from your account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft protection account.
- If the Terminal where you are making the transfer does not have enough cash.
- If the Terminal was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If you have reported your TransFund Check Card(s) or PIN as lost or stolen.
- If your card(s) or PIN is canceled.
- If the funds in your account are unavailable because of a garnishment, levy, or other hold requirement imposed upon us by law or by government agency or court orders.
- If your Online Banking privileges have been canceled;
- If the required information is incomplete or incorrect through Online Banking;
- If when scheduling payments through Bill Pay, insufficient lead time was allowed;
- If your computer is not working properly or has been stolen or destroyed;
- If the system is unavailable due to a system shutdown.

NOTE: The available "on-line" balances are updated via Online Banking after each transfer or payment you initiate, but transactions will not be posted to your account until they have been validated by the Credit Union's system.

#### 8. Disclosure of Account Information to Third Party

We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers; or
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- In order to comply with government agency or court orders; or
- If you give us your written permission.

#### 9. Cancellation

We are not, under any circumstances, obligated to reissue a lost or stolen card(s). We may cancel or inactivate your card(s) at any time. You may cancel your card(s) by cutting them in half and returning the pieces to us at the address on the front page of this booklet. We may cancel your Online Banking service at any time without prior notice. In order for you to cancel this service, you must notify the credit union in writing.

#### 10. Agreement

By your application for and use or retention of a card(s) or PIN or use of an electronic fund transfer service, you agree to terms and conditions contained in this Agreement and Disclosure Statement.

#### 11. Closing Your Account

If you close your Account(s) with us which are accessible by the card(s) or PIN, you agree to return the card(s) to us. If your account is accessible by Online Banking, your access will be restricted.

#### 12. Liability for Authorized Use

If you withdraw cash, inadvertently or otherwise, from your Deposit Account in excess of the balance of such account, you immediately become liable to us in the amount of the excess.

#### 13. Applicable Law

The validity, construction and enforcement of this Agreement and all matters arising out of the issuance and use of the card(s) or PIN and electronic fund transfers shall be governed by the laws of the State of Oklahoma to the extent not preempted by federal law. We may amend this Agreement at any time. Notice of such changes will be given to you as required by law.

## FUNDS AVAILABILITY POLICY DISCLOSURE (REG CC)

This disclosure describes your ability to withdraw funds at Western Sun Federal Credit Union (WSFCU). It only applies to the availability of funds in transaction accounts. The credit union reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed in this policy. Please ask us if you have a question about which accounts are affected by this policy.

1. **General Policy** - Our policy is to delay the availability of funds from your cash and check deposits. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written.
2. **Determining the Availability of a Deposit** - When we delay the availability of a deposit the length of the delay is determined by counting the business days from the day of your deposit. Every day is a business day except Saturdays, Sundays and federal holidays. If you make a deposit before close of business on a business day that we are open, we will consider that day to be the day of your deposit. However, we will consider deposits made after close of business or on a day that we are not open as deposited on the next business day we are open.
3. **Same-Day Availability** - Funds from the following deposits to your account will be available on the same business day we receive the deposit.
  - Electronic direct deposits
  - U.S. Treasury checks that are payable to you
  - Wire transfers
  - Checks drawn on WSFCU
  - Cash
  - State and local government checks that are payable to you
  - Cashier's, certified, and teller's checks that are payable to you
  - Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you.

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available by the next business day after the day we receive your deposit.

4. **Availability of Other Check Deposits** - The first \$275.00 from a deposit of other checks will be available on the same day as the date of your deposit. The remaining funds will be available by the second business day after the day of your deposit. For example, if you deposit a check of \$700.00 on a Monday, \$275.00 of the deposit will be available on Monday. The remaining \$425.00 will be available by Wednesday.
5. **Holds on Other Funds** - If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this Disclosure for the type of check that you deposited.
6. **Longer Delays May Apply** - We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:
  - We believe a check you deposit will not be paid.
  - You deposit checks totaling more than \$6,725.00 on any one (1) day.
  - You deposit a check that has been returned unpaid.
  - You have overdrawn your account repeatedly in the last six (6) months.
  - There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your availability 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.

7. **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, and the first \$6,725.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the next business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$6,725.00 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 \$6,725.00 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 eleventh day after the day of your deposit.

8. Foreign Checks - Checks drawn on financial institutions located outside the U.S. cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this Disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which it is drawn.

### **EXCESSIVE WITHDRAWAL FEE**

Excessive withdrawal fee limits the number of transfers and withdrawals that can be made from an interest bearing account (Savings, Money Market) to a Checking Account or to a third party. The excessive withdrawal fee imposes a limit of six transfers or withdrawals, or a combination of such transfers and withdrawals, to another account at the same credit union or to a third party during a calendar month or statement cycle by means of the following types of transactions:

- Preauthorized or automatic withdrawals;
- Telephone transfers;
- Transfers initiated by personal computer; or
- Withdrawals by check, debit card, or similar order.

There may be fees associated with transfers from an interest bearing account to your Checking Account or to a third party. See Schedule of Fees and Charges.

Transactions not included in the six transfer/withdrawal limit are as follows:

- Credits to an account;
- Transfers from a credit union account to the same credit union for purposes of repaying loans and associated expenses; and
- Transfers or withdrawals the member makes in person, through an ATM, by mail, by messenger, or by telephone (which results in the mailing of a share draft/check to the member).

## **ACH & WIRE TRANSFER POLICY DISCLOSURE STATEMENT (REG J)**

The following is the Agreement between you and Western Sun Federal Credit Union covering Wire Transfers and ACH Funds Transfers. In the agreement, the words "you" and "your" mean each member or signor on an account. The words "we" and "us" mean Western Sun Federal Credit Union.

### **1. Notice of the Use of Fedwire**

If you send or receive a wire transfer, Fedwire may be used. Regulation J is the law covering all Fedwire transactions.

### **2. Notice Regarding Identification of Banks**

If you give us a payment order (wire transfer instructions) which identifies an intermediary or beneficiary bank by both name and identifying number (Transit/Routing number), a receiving bank may rely on the number as the proper identification even if it identifies a different entity than the named bank. The credit union has no duty to check the accuracy of the identifying number.

### **3. Notice Regarding Identification of Beneficiary**

If you give us a payment order which identifies the beneficiary (recipient of the funds) by both name and identifying or account number, payment may be made by the beneficiary's bank on the basis of the identifying or bank account number, even if it identifies a person different than the named beneficiary.

### **4. Liability for Incorrect Identifying Numbers**

We are entitled to recover from the originator (member) any loss or expense in the transfer or attempted transfer because of an incorrect identifying number.

### **5. Notice of Provisional Nature of ACH Payments**

We may give you credit for automated clearing house (ACH) payments before we receive final settlement of the funds transfer. Any such credit is provisional until we receive final settlement of the payment. You are hereby notified and agree, if we do not receive such final settlement, that we are entitled to a refund from the amount credited to you in connection with that ACH entry.

### **6. Notice Regarding Receipt of ACH Payments**

ACH transactions are governed by operating rules of the National Automated Clearing House Association. In accordance with these rules we will not provide you with next day notice of receipt of ACH credit transfers (i.e. Social Security payments, other government payments, automatic payroll deposits) to your account. You will continue to receive notice of receipt of ACH items on the periodic statements which we provide.

### **7. Notice Regarding Cut-Off Time for Wires**

Wire requests must be received no later than 3:00 p.m. for domestic wires and 2:00 p.m. for international wires. Any request after this time will be recorded the next business day.

### **8. Notice Regarding Wire/Funds Transfer Form**

You must complete a Wire/Funds Transfer Form in order to process transfers. This form will be placed on your account for your protection.

## **Disclosures Regarding Electronic "Wholesale Credit" Transactions Subject to Uniform Commercial Code Article 4A**

### **1. Provisional Payment**

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

### **2. Notice of Receipt of Entry**

Under the operating rules of the National Automated Clearing House Assoc., which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statement we provide to you.

### **3. Choice of Law**

We may accept, on your behalf, payments to your account which have been transmitted through one or more ACH which are not subject to the Electronic Fund Transfer Act. Your rights and obligations, with respect to such payments, shall be construed in accordance with and governed by the laws of the State of Oklahoma, unless it has otherwise specified in a separate agreement that the law of some other state shall govern.

Last Dividend Declaration:	Monthly Date:
	Quarterly Date:

<b>RATE SCHEDULE</b>				
	<input type="checkbox"/> Share Savings Accounts	<input type="checkbox"/> Checking Accounts	<input type="checkbox"/> Christmas Club Accounts	<input type="checkbox"/> Money Market Accounts
<b><i>DIVIDENDS</i></b> Dividend Rate/Annual Percentage Yield				
Share Savings Accounts \$50 - \$4,999.99				
\$5,000.00 - \$9,999.99				
\$10,000.00 - \$39,999.99				
\$40,000.00 & Greater				
Checking Accounts \$500.00 & Greater				
Christmas Club Accounts \$50.00 & Greater				
Money Market Accounts \$50 - \$1,999.99				
\$2,000.00 - \$19,999.99				
\$20,000.00 - \$49,999.99				
\$50,000.00 & Greater				
Dividends Compounded	Monthly	Monthly	Monthly	Monthly
Dividends Credited	Monthly	Monthly	Monthly	Monthly
Dividend Period	Monthly (calendar)	Monthly (calendar)	Monthly (calendar)	Monthly (calendar)
<b>BALANCE REQUIREMENTS</b>				
Minimum Opening Deposit	\$5.00	\$50.00	\$5.00	\$50.00
Minimum Balance to Avoid A Service Fee	—	—	—	\$2,000.00
Minimum Balance to Earn the Stated APY	\$50.00	\$500.00	\$5.00	\$50.00
Balance Method	Daily Balance	Daily Balance	Daily Balance	Daily Balance
ACCOUNT LIMITATIONS See Section 6 below.	Account Transfer limitations apply		Account Transfer limitations apply Withdrawal limitations apply	Account Transfer limitations apply Withdrawal limitations apply

## TRUTH-IN-SAVINGS DISCLOSURE

The rates, fees, and terms applicable to your account at the Credit Union are provided in this Truth-In-Savings Disclosure or Schedule of Fees and Charges. The Credit Union may offer other rates for these accounts from time to time.

**Except as specifically described, the following disclosure applies to all of the accounts at Western Sun Federal Credit Union:**

1. **Rate Information.** The Annual Percentage Yield (APY) is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. For Share Savings, Christmas Club, and other Savings Club accounts, the Dividend Rate and APY may change monthly as determined by the Credit Union's Board of Directors. For Money Market and Checking accounts, the Dividend Rate and Annual Percentage Yield may change monthly as determined by the Credit Union's Board of Directors. The Dividend Rates and Annual Percentage Yields are the rates and yield as of the last dividend declaration date, which is set forth in the Rate Schedule. The Share Savings account is a Tiered Rate account. If your Daily Balance is from \$50.00 to \$4,999.99, the first Dividend Rate and APY listed for this account in the Rate Schedule will apply. If your Daily Balance is from \$5,000.00 to \$9,999.99, the second Dividend Rate and APY listed for this account in the Rate Schedule will apply. If your Daily Balance is from \$10,000.00 to \$39,999.99, the third Dividend Rate and APY listed for this account in the Rate Schedule will apply. If your Daily Balance is \$40,000.00 or greater, the fourth Dividend Rate and APY listed for this account in the Rate Schedule will apply. The Money Market account is a Tiered Rate account. If your Daily Balance is from \$50.00 to \$1,999.99, the first Dividend Rate and APY listed for this account in the Rate Schedule will apply. If your Daily Balance is from \$2,000.00 to \$19,999.99, the second Dividend Rate and APY listed for this account will apply. If your Daily Balance is from \$20,000.00 to \$49,999.99, the third Dividend Rate and APY listed for this account will apply. If your Daily Balance is \$50,000.00 or greater, the fourth Dividend Rate and APY listed for this account will apply. Once a particular range is met, the Dividend Rate and APY for that balance range will apply to the full balance of your account.

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

3. **Dividend Compounding and Crediting.** The compounding and crediting frequency of dividends and the dividend period applicable to each account are stated in the Rate Schedule. The Dividend Period is the period of time at the end of which an account earns dividend credit. The Dividend Period begins on the first calendar day of the period and ends on the last calendar day of the period.

4. **Accrual of Dividends.** For Share Savings, Club accounts and Checking accounts, dividends will begin to accrue on non-cash deposits (e.g. checks) on the business day you make the deposit to your account. For Share Savings, Club accounts and Checking accounts, if you close your account before accrued dividends are credited; accrued dividends will not be paid.

5. **Balance Information.** To open any account, you must deposit or already have on deposit at least \$5 in a Share Savings Account. Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are stated in the Rate Schedule. For Money Market accounts, there is a minimum Daily Balance required to avoid a service fee for the dividend period. If the minimum daily balance is not met during each day of the dividend period, there will be a service fee as stated in the Schedule of Fees and Charges. For Share Savings, Club Accounts, Money Market and Checking Accounts, there is a minimum Daily Balance required to earn the APY disclosed for the dividend period. If the minimum daily balance is not met each day of the dividend period, you will not earn the stated APY. For accounts using the Daily Balance method as stated on the Rate Schedule, dividends are calculated by applying a daily periodic rate to the balance in the account each day.

6. **Account Limitations.** For Share Savings, Club accounts, and Money Market accounts, no more than six (6) preauthorized, automatic or telephone transfers may be made from these accounts to another account of yours or to a third party in any month, and no more than six (6) transfers may be made by check, draft or debit card to a third party. If you exceed these limitations, your account may be subject to a fee or may be closed. For a Christmas Club account, all funds exceeding the \$5.00 minimum balance requirement will be paid to you by check or transferred to another account of yours on or after October 31st and the account will remain open. You may be charged a fee as disclosed in the Schedule of Fees and Charges for early withdrawal from the Christmas Club account. For Checking accounts, no account limitations apply.

7. **Fees for Overdrawing Accounts.** Fees may be imposed on each check, draft, item, Debit/ATM card withdrawal, debit card point of purchase, preauthorized automatic debit, telephone initiated withdrawal or any other electronic withdrawal or transfer transaction that is drawn on an insufficient available account balance. The entire balance in your account may not be available for withdrawal, transfer or paying a check, draft or item. You may consult the Funds Availability Policy for information regarding the availability of funds in your account. Fees for overdrawing your account may be imposed for each overdraft, regardless of whether we pay or return the draft, item or transaction. If we have approved an overdraft protection limit for your account, such fees may reduce your approved limit. Please refer to the Schedule of Fees and Charges for current fee information.