OKLAHOMA COMMUNITY CREDIT UNION

A TRADE NAME OF OKUNITY FEDERAL CREDIT UNION

MEMBERSHIP AND ACCOUNT AGREEMENT

This Agreement covers your rights and responsibilities concerning your accounts and the rights and responsibilities of Okunity Federal Credit Union (Credit Union). In this Agreement, the words "you," "your," and "yours" mean anyone who signs an Account Card, Account Change Card, Member Services Request, 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, including additions, deletions, or other changes, 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, which may include the purchase and maintenance of the minimum required share(s) (hereinafter membership share), paying a membership fee, or other requirement(s) 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 and consumer 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 account owner(s) during his, her, or their lifetimes and, when the last account owner dies, is payable to the surviving POD or trust beneficiaries/payees. The beneficiaries/payees will own the funds jointly in equal shares without rights of survivorship when there is more than one surviving beneficiary/payee. The account owner(s) may designate one or more primary beneficiaries on the account. If only one primary beneficiary is designated and that beneficiary is an individual, the account owner(s) may also designate one or more contingent beneficiaries. Contingent beneficiaries are not allowed if more than one primary beneficiary is designated on the account. When the last account owner dies, the funds will be held for or paid to the surviving primary beneficiary or beneficiaries. If only one primary beneficiary is designated on the account and that beneficiary is deceased when the last account owner dies, the funds will be held for or paid to the surviving contingent beneficiary or beneficiaries if so designated. If there are no surviving primary or contingent beneficiaries when the last account owner dies, the funds will be paid to the deceased account owner's estate. 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's/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 - If an account is established for a minor as a joint account with an owner who has reached the age of majority in accordance with state law, they are 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 regardless of their age. Unless a parent or guardian is an account owner, the parent or guardian will not have any access to the account. We have no duty to inquire about the use or purpose of any transaction except as required by

©TruStage Compliance Solutions 1993, 95, 96, 99, 2000, 03-07, 09, 2010, 13, 19, 2023, 25

applicable law. We may 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. The account will terminate and be distributed in accordance with applicable law.

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 clearing house (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 or process. 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. FUNDS TRANSFERS - Funds transfers we permit that are subject to Article 4A of the Uniform Commercial Code (UCC), such as wire transfers, will be subject to such provisions of the UCC 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 Nacha Operating Rules. We may execute certain requests for funds 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 funds transfers to or from your account. We will debit your account for the amount of a funds 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 funds transfers to or from your account.

c. No Notice Required. We will not provide you with notice when funds 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 funds transfers, payment orders, cancellations, and amendments. Funds transfers, payment orders, cancellations, and amendments received after a cut-off time may be treated as having been received on the next funds 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 Funds Transfers. You must exercise ordinary care to identify and report unauthorized or erroneous funds 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; (5) you fail to repay a credit union loan on time; or (6) we deem it necessary for any other reason allowed by applicable law. 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 a merchant or other payee submits or resubmits an item 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. How Transactions are Posted to Your Account. Basically, there are two types of transactions that affect your account: credits (deposits of money into your account) and debits (payments out of your account). It is important to understand how each is applied to your account so that you know how much money you have and how much is available to you at any given time. This section explains generally how and when we post transactions to your account.

Credits. Deposits are generally added to your account when we receive them. However, in some cases when you deposit a check, the full amount of the deposit may not be available to you at the time of deposit. Please refer to the Funds Availability Policy Disclosure for details regarding the timing and availability of funds from deposits.

Debits. There are several types of debit transactions. Common debit transactions are generally described below. Keep in mind that there are many ways transactions are presented for payment by merchants, and we are not necessarily in control of when transactions are received.

- **Checks.** When you write a check, it is processed through the Federal Reserve system. We receive data files of cashed checks from the Federal Reserve each day. The checks drawn on your account are compiled from these data files and paid each day. We process the payments in the order contained in the data file.
- **ACH Payments.** We receive data files every day from the Federal Reserve with Automated Clearing House (ACH) transactions. These include, for example, automatic bill payments you have authorized. ACH transactions for your account are posted throughout the day in order of receipt.
- **PIN-Based Debit Card Purchase Transactions.** These are purchase transactions using your debit card for which a merchant may require you to enter your personal identification number (PIN) at the time of sale. They are processed through a PIN debit network. These transactions are similar to ATM withdrawal transactions because the money is usually deducted from your account immediately at the time of the transaction. However, depending on the merchant, a PIN-based transaction may not be immediately presented for payment.
- **Signature-Based Debit Card Purchase Transactions.** These are purchase transactions using your debit card that are processed through a signature-based network. Rather than entering a PIN, you typically sign for the purchase; however, merchants may not require your signature for certain transactions. Merchants may seek authorization for these types of transactions. The authorization request places a hold on funds in your account when the authorization is completed. This is referred to as an "authorization hold". An authorization hold will reduce your available balance by the amount authorized but will not affect your actual balance. The transaction is subsequently processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after the transaction, depending on the merchant and its payment processor. These payment requests are received in real time throughout the day and are posted to your account when they are received.

  The amount of an authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when you present your card for payment. For example, if you use your debit card at a restaurant, a hold will be placed in an amount equal to the bill presented to you; but when the transaction posts, it will include any tip that you may have added to the bill. The amount of an authorization hold may also differ from the final transaction amount when you present your debit card for payment at gas stations, hotels and certain other retail establishments. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.

  For debit card transactions involving merchant authorization holds, there may be a delay between the hold being applied and the transaction posting to your account. During the delay, intervening transactions may impact the available balance in your account. It is important to keep in mind that we check your available balance both at the time the merchant's authorization request is received and again when the transaction settles and posts to your account. If your available balance is insufficient to cover the amount of the merchant's authorization request, we will decline the request. If your available balance is sufficient to cover the merchant's authorization request, the request will be approved, and an authorization hold in the amount of the request will be placed on your account. When the hold ends, the held funds will be released and added back to your available balance. The merchant will process the transaction and submit it to us for payment. If your account is overdrawn after any held funds are added back to your account's available balance and the transaction settles and is posted to your account (i.e., posting the transaction results in an available balance of less than $0), we may charge you a fee for overdrawing your account, even though the available balance in your account was sufficient to cover the transaction at the time it was authorized.

  The following example illustrates how this works:

  Assume your actual and available balances are both $40, and you use your debit card at a restaurant to pay your bill totaling $30. If the restaurant requests authorization in the amount of $30, an authorization hold is placed on $30 in your account. Your available balance is only $10, but the actual balance remains $40. Before the restaurant charge is sent to us for payment, a check that you wrote for $40 is presented for payment. Because your available balance is only $10 due to the $30 authorization hold, your account will be overdrawn by $30 when the check transaction is posted to your account even though your actual balance is $40. In this example, if we pay the $40 check in accordance with our standard overdraft services, we will charge you a fee for overdrawing your account as disclosed in the Schedule of Fees and Charges. The fee will also be deducted from your account, further increasing the overdrawn amount. In addition, when the restaurant charge is finally submitted to us for payment, we will release the authorization hold and pay the transaction amount to the restaurant. The transaction amount may be $30 or a different amount (for example, if you added a tip). Because the amount of the restaurant charge exceeds your available balance at the time the charge is settled (i.e., at the time the merchant or its financial institution requests payment or the transaction posts to your account), we may charge you another fee for overdrawing your account, even though you had a sufficient available balance in your account at the time the restaurant charge was authorized and approved.

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

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 periodic statement reflects your actual balance. 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. Because holds and pending transactions reduce your available balance, they may cause you to overdraw your account and incur overdraft fees. Since your periodic statement reflects your actual balance, it may not include information about holds and pending transactions. However, overdraft fees you incur as a result of holds and pending transactions will be reflected on your periodic statement because fees do impact your actual balance.

The following example illustrates the differences between these two balances. Assume your actual balance is $50 and your available balance is also $50. You then go to the gas station, and you use your debit card to buy gas for $20. When that happens, the gas station (i.e., the merchant) requests us to guarantee or authorize the payment. In that case, we will reduce your available balance by the amount of the authorization hold, which is $20. Your actual balance would still be $50 because this transaction has not yet posted to your account (i.e., the transaction has not been completed), but your available balance would be $30 because you have a commitment to pay the merchant $20. When the merchant submits its request for payment (which could be several days later), your actual balance will be reduced by the amount of the posted transaction (in this example, $20). At that time, both your actual and available balance are $30 assuming no other transactions have posted to your account.

You may check your actual and available balances online at www.okcommunitycu.com, at an ATM, by visiting a credit union branch or by calling us at 405-743-3328.

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 a 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. Fees for stop payment orders are set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges.

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. Although payment of a check or draft may be stopped, you may remain liable to any holder of the check or draft, including us. You have the burden of establishing the fact and amount of loss resulting from the payment of a check or draft contrary to a binding stop payment order. 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 a check or draft, as well as claims of any joint account owner or of any payee or endorsee for failing to stop payment of a check or draft as a result of incorrect information provided by you.

d. Items Subject to Other Rules. For cashier's checks, teller's checks, or certified checks that have been lost, destroyed, or stolen, refer to provisions elsewhere in this Agreement which describe the claims process for recovering the amount of such a check. For preauthorized debit transactions, which are governed by Regulation E, refer to the Electronic Fund Transfers Agreement and Disclosure for rules regarding stop payments on such transactions.

17. LOST, DESTROYED, OR STOLEN CASHIER'S CHECKS, TELLER'S CHECKS, OR CERTIFIED CHECKS - Generally, you cannot place a stop payment on a cashier's check, teller's check, or certified check that has been lost, destroyed, or stolen because the law treats these types of checks differently than ordinary checks. However, you may be able to assert a claim for the amount of the check. Article 3 of the UCC as adopted by the state in which we are located controls your and our rights and obligations with respect to these types of checks. Please contact us regarding the specific procedures for submitting a claim for a lost, destroyed, or stolen cashier's check, teller's check, or certified check.

18. 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, clearing house 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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 amend this Agreement by adding, removing, or changing terms 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.

25. 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 suspend opening your account or close your account and return the balance to you, less any applicable service fees.

26. 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 email address shown in our records.

27. 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.

28. 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, Member Services Request, or other document which evidences a change to an account and accepted by us.

29. 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.

30. 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.

31. DEATH OR INCOMPETENCE - We may honor all transfer orders, withdrawals, deposits, and other transactions on an account until we know of a member's death or adjudication of incompetence. Even with such knowledge, we may continue to pay checks or drafts drawn on the deceased member's account 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 or drafts. To the extent permitted by law, we may require anyone claiming funds from a deceased owner's account to indemnify us for any losses we sustain if we honor that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.

32. 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.

33. 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.

34. 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.

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

36. CLASS ACTION WAIVER - No member or accountholder may maintain or pursue against the Credit Union a class action, class-wide arbitration, or private attorney general action. Nor shall any class action, class-wide arbitration, or private attorney general action be pursued by a member against the Credit Union in any arbitration or in any court proceeding, regardless of when the claim or cause of action arose or accrued, or when the allegations or facts underlying the claim or cause of action occurred.

37. 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.

38. 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.

39. FINANCIAL EXPLOITATION - As permitted by law, we may act or decline to act to prevent, stop, or mitigate financial exploitation of an adult. For example, we may: (1) delay, decline, or place a hold on a transaction or disbursement involving the adult; (2) approve or deny other requests or modifications to the account, such as a transfer of funds, change in ownership, or change in beneficiaries; or (3) notify a third party of the financial exploitation. We will not be liable for the actions we take on the account if we act in good faith and exercise reasonable care. For purposes of this section, "adult" means vulnerable adult, elder adult, senior adult, eligible adult, or other person as defined by applicable law.

40. CONSENT TO CONTACT - By signing or otherwise authenticating an Account Card, you agree we and/or our third-party providers, including debt collectors, may contact you by telephone call, text message, or voicemail transmission at any telephone number associated with your account, including wireless telephone numbers (i.e., cell phone numbers) which could result in charges to you, in order to service your account or collect any amounts owed to us, excluding any contacts for advertising and telemarketing purposes as prescribed by law. You further agree methods of contact may include use of pre-recorded or artificial voice messages, and/or use of an automatic dialing device. You may withdraw the consent to be contacted on your

wireless telephone number(s) at any time by providing written notice to us at PO BOX 1357 STILLWATER, OK 74076 or by any other reasonable means. If you have provided a wireless telephone number(s) on or in connection with any account, you represent and agree you are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and have the authority to give this consent. Furthermore, you agree to notify us of any change to the wireless telephone number(s) which you have provided to us.

In order to help mitigate harm to you and your account, we may contact you on any telephone number associated with your account, including a wireless telephone number (i.e., cell phone number), to deliver to you any messages related to suspected or actual fraudulent activity on your account, data security breaches or identity theft following a data breach, money transfers or any other exigent messages permitted by applicable law. These contacts will not contain any telemarketing, cross-marketing, solicitation, advertising, or debt collection message of any kind. The contacts will be concise and limited in frequency as required by law. You will have an opportunity to opt-out of such communications at the time of delivery.

41. Binding Arbitration of Claims and Disputes Agreement and Class Action Waiver –

PLEASE READ THE INFORMATION BELOW CAREFULLY: IT WILL IMPACT HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED IN RECOGNITION OF THE FACT THAT THE CREDIT UNION IS OWNED BY YOU AND OTHER MEMBERS.

RESOLUTION OF DISPUTES BY ARBITRATION: THIS SECTION CONTAINS IMPORTANT INFORMATION REGARDING YOUR ACCOUNTS AND ALL RELATED SERVICES. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES MAY BE MORE LIMITED THAN RULES APPLICABLE IN COURT.

Agreement to Arbitrate Disputes.

Either you or we may choose, without the other's consent, to require that any and all disputes between us arising out of, affecting, or relating in any way to your share or deposit accounts or the products or services related to your share or deposit accounts or any aspect of your relationship with us be resolved through binding arbitration, except for those disputes specifically excluded below.

No Class Action or Joinder of Parties.

YOU ACKNOWLEDGE THAT YOU AND WE AGREE THAT NO CLASS ACTION, CLASS-WIDE ARBITRATION, OR PRIVATE ATTORNEY GENERAL ACTION MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED.

Disputes Covered by Arbitration.

YOU ACKNOWLEDGE THAT IN ARBITRATION, THERE WILL BE NO RIGHT TO A JURY TRIAL. Unless otherwise provided herein, any claim or dispute relating to or arising out of your share and deposit accounts or the services related to your share or deposit accounts or our relationship will be subject to arbitration, regardless of whether that dispute or the facts underlying or giving rise to that dispute arose before or after your receipt of this notice. Disputes include claims made as part of a class action, private attorney general, or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. Disputes also include claims relating to this arbitration agreement's enforceability, validity, scope, or interpretation. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration agreement in the broadest way the law will allow it to be enforced.

All disputes are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. Disputes include any unresolved claims concerning any services related in any way to your share or deposit accounts. Disputes include not only claims made directly by you, but also made by anyone connected with you or claiming through you, such as a joint account holder, account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Disputes include not only claims that relate directly to the Credit Union, but also to its parent, affiliates, successors, assignees, employees, and agents, and claims for which We may be directly or indirectly liable, even if we are not correctly named at the time the claim is made. Disputes include claims based on any theory of law, contract, statute, regulation, tort (including fraud or any intentional tort), or any other legal or equitable grounds and include claims asserted as counterclaims, crossclaims, third-party claims, interpleaders, or otherwise; and claims made independently or with other claims. If a party initiates a proceeding in court regarding a claim or dispute which is included or provided for under this arbitration agreement, the other party may elect to proceed in arbitration pursuant to this arbitration agreement.

Disputes Excluded from Arbitration.

Disputes filed by you or by us individually in a small claims court are not subject to arbitration so long as the dispute remains in such court and advances only an individual (non-class, non-representative) claim for relief. However, if a matter in small claims court is removed, transferred, or appealed to a non-small claims court, that claim shall be subject to this arbitration agreement. Claims or disputes arising from your status as a borrower under any loan agreement with the Credit Union are also excluded from this particular arbitration agreement but shall remain subject to any other applicable arbitration provision contained in any other agreement governing or applicable to such loan or indebtedness.

Right to Resort to Provisional Remedies Preserved.

Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as the right of set-off or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien rights we may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies.

Mediation Requirement Prior to Filing a Claim in Arbitration.

Prior to either party filing a claim in arbitration and as a necessary condition precedent before bringing a claim in arbitration, you or we must first send a written demand by US Mail to the other party at our street address set forth below or at your last street address or email address on record. The demand should briefly describe the nature of the claim or dispute, and set forth the relief the claimant desires, including the amount of any monetary damages sought, if any.

For a minimum of 60 days before any claim may be filed in arbitration, the parties must then attempt in good faith to use their best efforts to resolve the dispute. The 60-day time period may be extended by the mutual agreement of the parties. During this time period, both parties agree to toll any

applicable statute of limitations. Under no circumstances may either party make a claim in arbitration against the other party prior to the completion of the pre-arbitration time period.

Within the first 30 days of the pre-arbitration time period, the parties or their counsel must make a good faith effort to confer at least once by phone, in person, or by videoconference at a mutually convenient date and time to discuss the claim and its potential resolution.

If you or we fail to follow the procedures set forth above requiring mediation prior to bringing a claim in arbitration, then the responding party may bring a claim in the same arbitration proceeding against the other party for breach of this provision.

Commencing an Arbitration.

The arbitration must be either conducted by a neutral arbitrator selected by agreement of the parties, or filed at JAMS, at the contact information below or as it may subsequently be amended, and follow its rules and procedures for initiating and pursuing an arbitration, specifically including the JAMS Mass Arbitration Procedures and Guidelines, in effect on the date the arbitration claim is filed.

JAMS
1-800-352-5267 (toll-free)
www.jamsadr.com

If we initiate the arbitration, we will notify you in writing at your last known street or email address on file. You may obtain a copy of the arbitration rules and additional information about initiating an arbitration by contacting JAMS.

If You initiate the arbitration, you must notify us in writing at:

Oklahoma Community Credit Union
PO Box 1357
Stillwater, OK 74076

The arbitration shall be conducted in the same city as the U.S. District Court closest to your home address unless the parties mutually agree to a different location in writing.

Administration of Arbitration.

The arbitration shall be decided by a single, neutral arbitrator. The arbitrator will be either a lawyer with at least ten years' experience or a retired or former judge selected in accordance with the rules of the arbitration forum. The arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules and Procedures and, as applicable, Mass Arbitration Procedures and Guidelines in effect on the date the arbitration claim is filed or such other rules as to which the parties may agree. If there is a conflict between a particular provision of the JAMS Rules and this arbitration agreement, this arbitration agreement will control only to the extent of the inconsistency.

If JAMS is unable to or unwilling to handle the claim for any reason, then the matter shall be arbitrated by a single neutral arbitrator selected by agreement of the parties or, if the parties cannot agree, selected by a court on the petition of either party in accordance with the Federal Arbitration Act. The neutral arbitrator selected by the parties or the court shall apply the Federal Rules of Evidence and the Federal Rules of Civil Procedure concerning discovery, except that the class action waiver contained herein is specifically enforceable notwithstanding any Federal Rules of Civil Procedure to the contrary.

You understand and agree that the applicable rules and procedures in arbitration may limit the discovery available to you or us. The arbitrator must take reasonable steps to protect customer account information and other confidential information if requested to do so by you or by us. The arbitrator shall decide the dispute in accordance with applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, will honor claims of privilege recognized at law, and will be empowered to award only those damages or other relief provided for under applicable law. The arbitrator will not have the power to award relief to, or against, any person who is not a party to the arbitration other than, as allowed by law, a joint accountholder or any entity in privity with either party as to the claim at issue. An award in arbitration shall determine the rights and obligations between the named parties or those in direct privity with the named parties only, and only in respect of the claims in arbitration, and shall not have any bearing on the rights and obligations of any other person other than those identified in the foregoing sentence, or on the resolution of any other dispute. You or we may choose to have a hearing and be represented by counsel. The decision rendered by the arbitrator shall be in writing. At your or our request, the arbitrator shall issue a written, reasoned decision following applicable law, and relief granted must be relief that could be granted by a court under applicable law. Judgment on the arbitration award may be entered by any court of competent jurisdiction.

Costs.

If you initiate a claim for arbitration, you understand that you will be required to pay an initial filing fee in accordance with the rules of the arbitration forum or neutral. However, we will pay any other filing, administration, and arbitrator fees as imposed by the arbitration forum. Each party shall bear the fees or expense of their respective attorneys, experts, witnesses, and other expenses, regardless of who prevails, but a party may recover costs and expenses from another party if the arbitrator, applying applicable statutory law or contract terms, so determines. The arbitrator shall have no authority to award either party any attorney's fees absent any right to such fees pursuant to an applicable contract or statute.

Arbitration Award.

The arbitrator's award shall be final and binding unless a party appeals it in writing to the arbitration forum within fifteen days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. The appeal must request a new arbitration before a panel of three neutral arbitrators selected in accordance with the rules of the same arbitration forum. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same manner as allocated before a single arbitrator. An award by the panel is final and binding on the parties after fifteen days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. A final and binding award is subject to judicial intervention or review only to the extent allowed under the Federal Arbitration Act or other applicable law. A party may seek to have a final and binding award entered as a judgment in any court having jurisdiction.

Governing Law.

You and we agree that our relationship includes transactions involving interstate commerce and that this arbitration agreement is governed by, and enforceable under, the Federal Arbitration Act in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the nature or origin of the claim. To the extent state law is applicable, the laws of the State of Oklahoma shall apply.

Severability, Survival.

This arbitration agreement shall survive (a) termination of, or changes to your share or deposit accounts or any related services; (b) the bankruptcy of any party; and (c) the transfer or assignment of your share or deposit accounts or any related services. If the Class Action Waiver in this specific arbitration agreement is found to be unenforceable for any reason, then the remainder of this arbitration agreement shall also be unenforceable. If any provision in this arbitration agreement, other than the Class Action Waiver, is found to be unenforceable, then all other remaining provisions of this agreement shall remain fully enforceable and effective. Notwithstanding anything in this arbitration agreement to the contrary, any amendment, abrogation or termination of this arbitration agreement by application of statute, or by administrative action or other operation of law, shall not apply to the claims that arise out of, affect or relate to conduct that occurred prior to the effective date of such amendment, abrogation or termination.

Right to Reject this Arbitration Agreement.

You have the right to opt out of this agreement to arbitrate if you opt out within 30 days after you have opened or joined your first account with us, either as a member or as a joint accountholder. However, if we sent or offered you this or any version of an agreement to arbitrate for the first time after your first account was opened, you must opt out within 30 days after we sent our notice and the agreement. To opt out, send us written notice as follows: (i) Your written notice must include your name, as listed on your account, your account number, and a statement that You reject this agreement to arbitrate; and (ii) You must send your written notice to us at the following address: Oklahoma Community Credit Union, Arbitration Opt-Out, PO Box 1357, Stillwater, OK 74076 or by email at arbitrationoptout@okcommunitycu.com.

FUNDS AVAILABILTY POLICY DISCLOSURE

Policy Statement

This policy describes your ability to withdraw funds at Oklahoma Community Credit Union. It only applies to the availability of funds in transaction accounts. Generally, transaction accounts are accounts which permit an unlimited number of payments by check to third persons and also an unlimited number of telephone and preauthorized transfers to third persons or to other accounts of yours with us. Oklahoma Community 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.

Your Ability to Withdraw Funds

1. **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 date of deposit. Every day is a business day, except Saturdays, Sundays, and federal holidays. Members must deposit funds during business hours before the cutoff time for receiving deposits. The cutoff time is currently 3:00 p.m. (CST) at a live teller and 12:00 p.m. (noon) (CST) at an ATM. If you make a deposit at a live teller after 3:00 p.m. (CST) or at an ATM (that Oklahoma Community Credit Union owns or operates) after 12:00 p.m. (CST) or at either location on a day we are not open, we will consider the day of deposit to be the next business day. The length of the delay may vary depending on the type of the deposit and is explained below.

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

2. **Same-Day Availability.** Our policy is to make funds from your cash electronic direct deposits available to you the same day we receive the deposit. Once they are available a member can withdraw the funds in cash and we will use the funds to pay checks that the member has written.

3. **Next-Day Availability for Certain Deposits Made in Person.** Oklahoma Community Credit Union affords next business day availability for the following items deposited in person with a live teller or through Remote Deposit Capture (RDC):
   a. Government Checks: U.S. Treasury checks, U.S. Postal Service money orders, or checks drawn on a State, State agency, or a branch of a local government.
   b. Depository Checks: Travelers cheques, cashier's checks, certified checks or money orders.
   c. Oklahoma Community Credit Union Checks: checks drawn against other accounts of the Credit Union.
   d. Third-Party Checks: If a member deposits a third-party check and his/her account balance is less than the amount of the check being deposited, Oklahoma Community Credit Union may hold the deposited funds until the 7th business day.

4. **Next-Day Availability for ATM Deposits**. The first $275 of a deposit made at an Oklahoma Community Credit Union ATM will be made available the first business day after day of deposit. The remaining funds will be made available dependent on the type of items included in the deposit. All ATMs owned or operated by Oklahoma Community Credit Union are identified as our machines.

5. **Second-Day Availability for Deposits Received By Mail.** Funds deposited by mail will be available within two business days following the business day of deposit, unless a third-party check is included, in which case it will be longer (see item 3.(d). above).

   Longer Delays May Apply

   In some cases, we will not make all of the funds you deposit by check available to you on the first business day after the day of deposit. Depending on the type of check that is deposited, funds may not be available until the seventh business day after the day of deposit. The first $275 of the deposit, 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 first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you a 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 $6,725 on any one day.
- You redeposit a check that was previously returned unpaid.
- You have overdrawn your account and/or have had return deposits repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh (7th) business day after the day the deposit was made.

Special Rules for New Accounts.
If you are a new customer, the following special rules will apply during the first thirty (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 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 first (1st) business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over $6,725 will be available on the ninth (9^{th}) business day.

Checks may be placed on hold the first 30 days from account opening.

Service Centers and Shared Branching access may be restricted for the first 30 days from account opening.

Items to Remember When Depositing or Cashing a Check

a. **Rights**. We reserve the right to verify the availability of funds from checks you present for deposit or cashing. Additionally, we reserve the right to hold funds already on deposit when cashing checks or check-like items. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited the item. Additionally, Oklahoma Community Credit Union reserves the right to require advance notice of withdrawal.

b. **Endorsements**. Endorse checks exactly as printed in the payee line.

c. **Multiple-Payee Checks**. (Checks made payable to more than one person.) If a check payable to two or more persons is ambiguous as to whether it is payable to the persons together or apart it may be negotiated by any one of the payees (that means a check payable to more than one person that does not include the word "and" between the names may be negotiated by any one of the persons named on the check).

d. **Third-Party Checks.** (Checks payable to one party who endorses the check over to another party.) All payees must endorse the check regardless of the amount with the member's signature being the last endorsement. The funds from third-party checks may be placed on hold according to the Credit Union's funds availability policy.

e. **Multiple-payee and third-party checks.** All payees must be present (with valid ID) or named on the account in order for Oklahoma Community Credit Union to accept these items for deposit or cashing.

f. **State or Local Government, U.S. Treasury, and Insurance Checks.** These items must be endorsed exactly as printed and all parties' names on the check(s) must be present (with valid ID) or named on the account in order for Oklahoma Community Credit Union to accept these items for deposit cashing. Regardless of the amount, we do not accept third-party checks referenced in this section.

g. **Night Depository**. Deposits made at the night depository are considered made on the business day that item is removed from the depository.

h. **Deposits at Nonproprietary ATMs**. Funds from any deposits made at ATMs Oklahoma Community Credit Union does not own or operate will not be available until the fifth (5^{th}) business day after the day the deposit was made.

i. **Service Centers and Shared Branches**. A transaction at a service center or a shared branch is a transaction at another institution that has agreed under contract to act on our behalf. When you use these

facilities, you are subject to the other institution's funds availability policies, which may differ from those described in this document.

j. **Foreign Checks**. Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the procedures outlined in this policy. Generally, the availability of funds from deposits of foreign checks will be delayed for the time it takes to collect funds from the financial institution upon which they are drawn.

ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

This Electronic Funds Transfer Agreement is the contract which covers your and our rights and responsibilities concerning the electronic funds transfer (EFT) services offered to you by Oklahoma Community Credit Union ("Credit Union"). In this Agreement, the words "you" and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more savings and checking accounts you have with the Credit Union. Electronic funds transfers are electronically initiated transfers of money from your account through the electronic funds transfer services described below. By signing an application or account card for EFT services, signing your Card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered.

1. **EFT Services**. If approved, you may conduct any one or more of the EFT services offered by the Credit Union.
   a. ATM Card. If approved, you may use your Card and PIN (Personal Identification Number) in Oklahoma Community Credit Union ATMs, TransFund Networks, and such other machines or facilities as the Credit Union may designate. At the present time, you may use your Card to:
      - Make deposits to your savings and checking accounts within the state of Oklahoma.
      - Withdraw and transfer funds from your savings and checking accounts.
      - Obtain balance information for your savings and checking accounts.

   The following limitations on the frequency and amount of ATM transactions may apply:
   - There is no limit on the number of cash withdrawals you may make in any one day, however, you may only withdraw up to a maximum of $1,000 in any one day, as long as the balance of your account stays positive.
   - You may transfer up to the available balance in your account at the time of the transfer.
   - See the Funds Availability Policy section for transfer limitations that may apply to these transactions.
   - Because of the servicing schedule and processing time required in ATM operations, there may be a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal.

   b. VISA Check Card. You may use your Card to purchase goods and services from participating merchants. You agree that you will not use your Card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your Card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union will pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your Account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your Card and PIN in Oklahoma Community Credit Union ATMs, TransFund Networks, and such other machines or facilities as the Credit Union may designate. At the present time, you may also use your Card to:

   - Make deposits to your savings and checking accounts within the State of Oklahoma.
   - Withdraw and transfer funds from your savings and checking accounts.
   - Obtain balance information for your savings and checking accounts.
   - Make POS transactions with your card and PIN to purchase goods and services.

   The following limitations on the frequency and amount of VISA Check Card transactions may apply:
   - There is no limit on the number of cash withdrawals you may make in any one day, however, you may only withdraw up to a maximum of $1,000 in any one day, as long as the balance of your account stays positive.
   - You may transfer up to the available balance in your account at the time of transfer.

- See the Funds Availability Policy section for transfer limitations that may apply to these transactions.
- There is no limit on the number of POS transactions or purchases you can make in any one day, however, you may only withdraw up to a maximum of $1,000 in any one day, as long as the balance of your account stays positive.

c. Electronic Check Conversion & Electronic Returned Fees. If you pay for something with a check, you may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to: (1) pay for purchases or (2) pay your bills. When your check is used to initiate an electronic funds transfer in this way, you authorize the funds to be debited from your account as soon as the same day, and your check may not be returned to you. You also authorize a one-time electronic funds transfer to a pay a Returned Check/EFT fee or Non-sufficient Funds fee if you have insufficient funds.

d. Preauthorized EFTs

i. ● Direct Deposit. Upon instruction of (i) your employer, or (ii) the Treasury Department, or (iii) other financial institutions, Oklahoma Community Credit Union will accept direct deposits of your paycheck or other federal recurring payments, such as Social Security, to your savings or checking account.

ii. ● Preauthorized Debits. Upon instruction, we will pay certain recurring transactions from your savings or checking account.

1. See the Funds Availability Policy section for transfer limitations that may apply to these transactions.

2. Stop Payment Rights. If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment of preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made with fourteen (14) days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made. A stop payment request for preauthorized Electronic Funds Transfers will apply to all subsequent transfers, unless you withdraw the request.

3. Notice of Varying Amounts. If these regular payments vary in amount, the person you are going to pay is required to 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 you set.

4. Liability for Failure to Stop Payment of Preauthorized Transfers. If you order us to stop payment of a preauthorized transfer 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.

e. Online Banking – Online Account Access. Once your account is open, you can enroll in digital banking (online & mobile) using your SSN, birthdate, and account number. You will create a login and password. Access to online banking and mobile banking and its services is a privilege and can be revoked at any time. Currently, you may use the Credit Union's online banking online account access service to:

- Transfer funds from your savings and checking accounts.
- Obtain balance information on your accounts.
- Make loan payments from your checking, money market and savings accounts.
- Access your Line of Credit account.
- Determine if a particular item has cleared (view account histories).
- Obtain tax info on amounts earned on savings & checking accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Apply for a loan or make advances on an open line of credit.
- View electronic statements (eStatements) and check images.
- Access your free bill payment service.

- Choose a new login ID and password.
- Establish alerts from your account to your email address or phone number (texting rates may apply).

Your accounts can be accessed under the online banking service via personal computer at www.okcommunitycu.com or on the mobile app under OK Community CU. The Credit Union's online banking service will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The online banking service will log you out, if no transaction is entered, or numerous unsuccessful attempts occur, or an extended period of time with no action occurs.

We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete.

We will withdraw the designated funds from your checking account for bill payment transfer by the designated cut-off time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you schedule for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us.
Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

- There is no limit to the number of inquiries, transfers, payments or withdrawal requests you may make in any one day, as long as the balance of your account remains positive.
- See the Funds Availability Policy section for transfers limitations that may apply to these transactions.

2. **Transfer Limitations.** For all savings, Christmas Club, Money Market, High Yield Money Market and IRA Savings accounts you may make no more than six (6) preauthorized, automatic, computer or telephone transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic or internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed.

3. **Conditions of EFT Services**.
   a. Ownership of Cards. Any Card or other device which we supply to you is our property and must be returned to us, or to any person who we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your Card or account to another person.

   b. Honoring the Card. Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund withdrawal, or adjustments, you agree to accept a credit to your account in lieu of a cash refund.

   c. Foreign Transactions. VISA Purchases and cash withdrawals made in foreign countries and foreign currencies will be debited from your account in U.S. Dollars. The conversion rate to dollars will be determined in accordance with the operating regulations established by VISA International. Currently the conversion rate used to determine the transaction amount in U.S. Dollars is generally either a government-mandated rate or the wholesale rate in effect the day before the transaction processing date, increased by two percentage points. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or card holder statement posting date. A service fee will be charged for this currency conversion as outlined in the Rate and Fee Schedule.

   d. Security of Access Code. You may use one or more access codes with your electronic funds transfers. The access codes issued to you are for your security purposes. Any codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the Card. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes,

that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT Services immediately, without notice.

e. Joint Accounts. If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any savings, checking or loan account as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and hereby is authorized to by every other joint account owner, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

4. **Fees and Charges.** There are certain fees and charges for electronic funds transfer services. For a current listing of all applicable fees, see our current Rate and Fee Schedule that was provided to you at the time you applied for or requested these electronic services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law.

   If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

5. **Member Liability.** You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your Card or your access code (PIN or password), you are responsible for any transactions they authorize or conduct on any of your accounts. If you believe that an EFT has been made without your permission using information from your check and do not notify us within a timely manner, you are responsible for any such transactions.

   TELL US AT ONCE if you believe your Card and/or access code has been lost or stolen or your accounts have been accessed without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit).

   You are not liable for an unauthorized debit card transaction that was not conducted at an ATM if you can demonstrate you exercised reasonable care in protecting your Card from loss or theft, you have not reported two (2) or more incidents of unauthorized use in the past twelve (12) months, and your account is in good standing. Otherwise, your liability for an unauthorized debit card transaction that was not conducted at an ATM will be no more than $50.

   For all other EFT transactions involving access devices, including transactions conducted at ATMs, your liability for unauthorized transactions is determined as follows: (a) If you tell us within two (2) business days, you can lose no more than $50 if someone used your Card or access code without your permission. (b) If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card or access code, and we can prove

   that we could have stopped someone from using your Card or access code without your permission if you had told us, you could lose as much as $500.

   Also, if your statement shows transfers that you did not make, including those made by card, access code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

   If you believe your Card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call 405.743.3328 or write to Oklahoma Community Credit Union, 311 E. McElroy Road, Stillwater, OK 74075.

6. **Right to Receive Documentation.**
   a. Periodic Statements. Transfers and withdrawals made through any ATM or POS terminal, Debit Card

transactions, audio response transactions, preauthorized EFTs or electronic/PC transactions will be recorded on your periodic statement. You will be issued a statement monthly unless there is no transaction in a particular month. In any case, you will be issued a statement quarterly.

b. Terminal Receipt. You may get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM, POS terminal, or Debit Card transaction with a participating merchant.

c. Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling 405.743.3328 or logging into your online banking at www.okcommunitycu.com or accessing the mobile app. This does not apply to transactions occurring outside the United States.

7. **Credit Union 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 may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit.
- If you used your Card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your Card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response or electronic/PC transactions is not working properly and you knew or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other errors or questions you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the Credit Union.

8. **Safety Precautions.** The following information is a list of safety precautions regarding the use of ATMs and Night Deposit Facilities.
- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- Close the entry door of any ATM facility equipped with a door.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
- If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later.
- If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your Card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your PIN or access code on your ATM or Debit Card.
- Report all crimes to law enforcement officials immediately.
- If emergency assistance is needed, call the police from the nearest available telephone.

9. **Billing Errors.** In case of errors or questions about electronic funds transfers from your savings or checking accounts, or if you need more information about a transfer on your statement or receipt, call us at 405.743.3328 or send us a written notice at Oklahoma Community Credit Union, 311 E. McElroy Rd., Stillwater OK 74075 as

soon as you can.
- Tell us your name and account number (if any).
- Describe the electronic transfer you are unsure about, and explain as clearly as you can why you believe the Credit Union made an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10)* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45)** days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10)* business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

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

**If you give notice of an error within thirty (30) days after you make the first deposit to your account, we will have twenty (20) business days instead of ten (10) business days.*
***If you give us notice of an error within thirty (30) days after you make the first deposit to your account, notice of an error involving a POS transaction, or notice of an error involving a transaction initiated outside of the U.S., its possessions, and territories, we will have ninety (90) days instead of forty-five (45) days to investigate.*

10. **Termination of EFT Services.** You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your Card and any access code. You must return all Cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your Card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any EFTs made prior to termination.

11. **Governing Law.** This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Oklahoma and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of Payne County.

12. **Enforcement.** You are liable to the Credit Union for any loss, cost or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, 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-judgement collection actions.

13. **Business Days.** For purposes of these disclosures, our business days are Monday through Friday, excluding holidays.

14. **Confidentiality.** We will disclose information to third parties about your account or the transfers you make:
    - (i) Where it is necessary for completing transfers, or
    - (ii) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
    - (iii) In order to comply with government agency or court orders, or
    - (iv) If you give us written permission.

TRUTH IN SAVINGS

A. Savings, Money Market, High Yield Money Market & Checking Accounts

Except as specifically described, the following disclosures apply to all share and share draft accounts offered by Oklahoma Community Credit Union.

1. **Rate Information.** The Dividend Rate and Annual Percentage Yield (APY) is a percentage rate that reflects the total amount of dividends to be paid on an account based on the divided rate and frequency of compounding for an annual period.

   For Regular Savings, IRA Savings and Christmas Club accounts, the APY may change quarterly as determined by the Credit Union's Board of Directors. The APY is the rate and yield as of the last dividend declaration date, which is set forth in the Rate and Fee Schedule. Once a particular range is met, the APY for that balance range will apply to the full balance of your account in the Regular Savings, IRA Savings and Christmas Club accounts.

   The Regular Savings and Christmas Club accounts are Tiered Rate accounts. If your Daily Balance is from $5.01 to $10,000.00, the first APY listed for the account in the Rate and Fee Schedule will apply. If your Daily Balance is from $10,000.01 to $20,000.00, the second APY listed for the account will apply. If your Daily Balance is greater than $20,000.01, the third APY listed for the account will apply.

   The IRA Savings account is a Tiered Rate account. If your Daily Balance is between $1,000.00 and $9,999.99, the first APY listed for the account in the Rate Schedule will apply. If your Daily Balance is $10,000.00 to $24,999.99, the second APY listed for the account will apply. If your Daily Balance is $25,000.00 to $49,999.99, the third APY listed for the account will apply. If your Daily Balance is greater than $50,000.00, the fourth APY listed for the account will apply.

   For Money Market and High Yield Money Market accounts the APY may change weekly as determined by the Credit Union's Asset and Liability Committee (ALCO). Once a particular range is met, the APY for that balance range will apply to the full balance of your account in the Money Market and High Yield Money Market accounts.

   The Money Market account is a Tiered Rate account. If your Daily Balance is between $1,000.00 and $9,999.99, the first APY listed for the account in the Rate Schedule will apply. If your Daily Balance is from $10,000.00 to $24,999.99, the second APY listed for the account will apply. If your Daily Balance is from $25,000.00 to $49,999.99, the third APY listed for the account will apply. If your Daily Balance is from $50,000.00 to $99,999.99, the fourth APY listed for the account will apply. If your Daily Balance is greater than $100,000.00, the fifth APY listed for the account will apply to the full balance of your account.

   The High Yield Money Market account is a Tiered Rate account. If your Daily Balance is between $10,000.00 and $49,999.99, the first APY listed for the account in the Rate Schedule will apply. If your Daily Balance is from $50,000.00 to $99,999.99, the second APY listed for the account will apply. If your Daily Balance is from $100,000.00 to $249,999.99, the third APY listed for the account will apply. If your Daily Balance is greater than $250,000.00, the fourth APY listed for the account will apply. No APY will apply to Balances between $0 and $9,999.99.

   The APY on Dividend Checking accounts may change periodically as determined by the Credit Union's ALCO. The APY is applied to the Daily Balance of your account.

2. **Nature of Dividends.** Dividend 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 dividend period applicable to each account are stated in the Rate and Fee 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 all accounts, dividends will begin to accrue on non-cash deposits (e.g. checks) on the business day you make the deposit to your account. If you close your account before accrued dividends are credited, you will not receive the accrued dividends.

5. **Balance Information.** The minimum balance requirements applicable to each account are set forth in the Rate and Fee Schedule.

   For Dividend Checking, Money Market and High Yield 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, there will be a service fee as stated in the Rate and Fee Schedule.

   For Savings, Christmas Club Savings, Money Market and High Yield Money Market accounts, there is a minimum daily balance required to obtain the APY for the dividend period. If the minimum daily balance is not met, you will not earn the stated APY.

   For Savings, IRA Savings, Christmas Club Savings, Money Market and High Yield Money Market accounts using a Daily Balance method, dividends are calculated by applying a daily periodic rate to the balance in the account each day.

6. **Account Limitations.** For Regular Savings, Money Market and High Yield Money Market accounts, no more than six (6) preauthorized, automatic or telephone transfers may be made from each account to another account of yours or to a third party in any month. If you exceed these limitations, your account may be subject to a fee or be closed. For Christmas Club accounts, the entire balance will be paid to you by check or transferred to another Oklahoma Community Credit Union account owned by you on or after October 1st and the account will remain open. For Regular Savings, Money Market and High Yield Money Market accounts, a fee as disclosed in the Rate and Fee Schedule will be imposed for each cash withdrawal in excess of four (4) per month. For IRA Savings accounts, no limitations apply to the number of withdrawals per month. More information about each checking account type is available in the Rate and Fee Schedule. For Money Market and High Yield Money Market accounts, a fee as disclosed in the Rate and Fee Schedule will be imposed for each Check/Clearing in excess of three (3) per month.

B. **Share Certificate Accounts.** Except as specifically described, the following disclosures apply to all types of certificate accounts offered by Oklahoma Community Credit Union.
   1. **Rate Information.** The 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. The APY is fixed and will be in effect for the term of the certificate. The APY is based on the assumption that dividends will remain on deposit until maturity. A withdrawal of dividends will reduce earnings.

   2. **Dividend Compounding and Crediting.** Dividends will be compounded and credited as set forth in the Account Receipt and Disclosures. The dividend period begins on the issue date of the certificate and ends on the maturity date of the certificate.

   3. **Accrual of Dividends.** Dividends will begin to accrue on noncash deposits (e.g., checks) on the business day you make the deposit to your account. If you close your account before accrued dividends are credited, accrued dividends will not be paid.

   4. **Balance Information.** The minimum balance requirements applicable to each account are set forth in the Account Receipt and Disclosures. If you do not maintain the minimum balance, you will not earn the stated APY. The dividend calculation method for your certificate is set forth in the Account Receipt and Disclosures. The daily balance method applies a daily periodic rate to the balance in the account each day. The average daily balance method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period.

   5. **Transaction Limitations.** After your account is opened you may not make additional deposits to a certificate account.

6. **Maturity.** Your certificate account will mature on the maturity date stated in the Account Receipt Disclosures. The maturity date of certificate accounts automatically renewed will be stated on your maturity or renewal notice.

7. **Early Withdrawal Penalty.** We may impose a penalty as stated in the Account Receipt and Disclosures if you withdraw any of the principal from your certificate account or IRA before the maturity date.

   a. **Amount of Penalty.** The early withdrawal penalty amount is set forth in the Account Receipt and Disclosures.

   b. **How the Penalty Works.** The penalty is calculated as a forfeiture of part of the dividends that have been or would be earned at the nominal dividend rate on the account. It applies whether or not the dividend has been earned. In other words, if the account has not yet earned enough dividends or if the dividends have already been paid, the penalty will be deducted from the principal.

   c. **Exceptions to Early Withdrawal Penalties.** At our option, we may pay the account before maturity without imposing an early withdrawal penalty under the following circumstances:

      i. When an account owner dies or is determined legally incompetent by a court or other body of competent jurisdiction.
      ii. Where the account is an IRA or Keogh Plan (Keogh) and any portion is paid within seven (7) days after the establishment: provided the depositor forfeits an amount of at least equal to the simple dividends earned on the amount withdrawn; or where the account is an IRA or Keogh and the owners attains age 59 ½ or becomes disabled.

8. **Renewal Policy.** Your account is either single term or automatically renewable as stated in the Account Receipt and Disclosures. Automatically renewable accounts will renew upon maturity for a like term as the initial term (or as renewal term stated at certificate opening, i.e. promotional offerings). Automatically renewed accounts will pay dividends at the dividend rate currently in effect for the renewing term. You have a grace period after maturity in which to withdraw funds in the account without being charged an early withdrawal penalty. The length of the grace period is shown in the Account Receipt and Disclosures. If your account is for a single term, it will not be automatically renewed at maturity and will not pay dividends after the maturity date.

9. **Nontransferable/Nonnegotiable.** Your account is nontransferable and nonnegotiable. The funds in your account may not be pledged to secure any obligation of an owner, except obligations with the Credit Union.

SUBSTITUTE CHECK POLICY

The Check Clearing for the 21st Century Act (Check 21) enables financial institutions to send checks to each other electronically, and to replace original checks with “substitute checks.” These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check.

When you receive a statement on your account from Oklahoma Community Credit Union, digital images of the checks that were processed in that statement are provided. A portion of those check images may be substitute checks. You might also receive a substitute check if an item you deposit is returned to Oklahoma Community Credit Union unpaid.

This policy describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What Are My Rights Regarding Substitute Checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt

to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to $2,500 of your refund (plus interest if your account is interest-bearing) within ten (10) business days after we received your claim and the remainder of your refund (plus interest if your account is interest-bearing) not later than forty-five (45) calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How Do I Make a Claim for a Refund?

If you believe you have suffered a loss relating to a substitute check you received and that was posted to your account, please contact us by phone at 405.743.3328, or by mail at PO Box 1357, Stillwater, OK 74075. You must contact us within forty (40) calendar days of the date we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include –

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm you suffered a loss; and
- A copy of the substitute check [and/or] the following information to help us identify the substitute check: (identifying information, for example the check number, the name of the person to whom you wrote the check, the amount of the check).

UNLAWFUL INTERNET GAMBLING NOTICE

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

Reviewed 6.1.2026

FACTS	WHAT DOES OKLAHOMA COMMUNITY 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?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: ■ Social Security Number and Income ■ Account Balances and Payment History ■ Credit History and Credit Scores When you are *no longer* our member, we continue to share your information as described in this notice.
How?	All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons Oklahoma Community Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does OK Community CU 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	Yes	Yes
For our affiliates' everyday business purposes— information about your transactions and experiences	No	We Do Not Share
For our affiliates' everyday business purposes— information about your creditworthiness	No	We Do Not Share
For our affiliates to market to you	No	We Do Not Share
For nonaffiliates to market to you	No	We Do Not Share

Questions?	Call 405.743.3328 or go to www.okcommunitycu.com

Who we are	
Who is providing this notice?	**Oklahoma Community CU, a trade name of Okunity Federal Credit Union**
What we do	
How does Oklahoma Community CU 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 also restrict access to nonpublic personal information about you to those employees and volunteers who need to know the information to provide products or services to you.
How does Oklahoma Community CU collect my personal information?	We collect your personal information, for example, when you ■ open an account or apply for a loan ■ apply for any credit union service ■ you visit our website, provide us information on any online application or transaction, or information you send to us by email. ■ use your credit or debit card or pay your bills ■ make deposits to or withdrawals from your accounts We also collect your personal information from others, including credit bureaus or companies.
Why can't I limit all sharing?	Federal law only gives you the right to limit information sharing as follows: ■ 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. However, we do not have any affiliates with whom we share any information
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ■ *Oklahoma Community Credit Union has no affiliates*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ■ *Oklahoma Community Credit Union has no nonaffiliates*
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ■ *Oklahoma Community Credit Union's joint marketing includes credit card and insurance companies.*
Other important information	
Privacy Policy Changes: While we reserve the right to amend this privacy policy at any time, you can always review the current policy at www.okcommunitycu.com.	