

# DESERET FIRST FEDERAL CREDIT UNION

## MEMBERSHIP AND ACCOUNT AGREEMENT

(Rev. 11/2024)

This Membership and Account Agreement (“Agreement”) covers the rights and responsibilities concerning your accounts and the rights and responsibilities of Deseret First Federal Credit Union (“DFCU” or “the credit union”). In this Agreement, the words “you” and “yours” mean anyone who signs a Membership and Savings Account Card, an Account Change Request or any other account opening document, all of which may be referred to as “Account Card”. The words “we”, “us” and “our” mean the credit union. The word “account” means any one (1) or more share, savings, checking or other financial services you have with the credit union.

Your account type(s) and ownership features are designated on your Account Card. By signing an Account Card, each of you jointly and severally agree to the terms and conditions in the Agreement, the Account Card(s), the Truth-In-Savings Disclosure, the Customer Identification Disclosure, the Member Privilege (Overdraft Program) Disclosure, the Electronic Funds Transfer Disclosure (including the Error Resolution Disclosure), the Funds Availability Disclosure, the Regulation D Reserve Requirement Disclosure and the Privacy Notice Disclosure accompanying the Agreement, the credit union’s Bylaws and Policies and any amendments to these documents from time to time which collectively govern your membership and accounts.

1. **MEMBERSHIP ELIGIBILITY-** To join the credit union you must meet the membership requirement including purchase and maintenance of the minimum required share(s) (“membership savings”) as set forth in the credit union’s bylaws. You authorize us to check your account, credit and employment history and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services the credit union offers.
2. **INDIVIDUAL ACCOUNTS-** An individual account is an account owned by one (1) member (individual, corporation, partnership, trust or other organization) 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 and to any security interest or pledge granted by the account owner and subject to our statutory lien rights.
3. **JOINT ACCOUNTS-** A joint account is an account owned by two (2) or more persons.
  - a. **Rights of Survivorship.** Unless otherwise stated on the Account Card, a joint account includes rights of survivorship. This means when one (1) owner dies, all funds in the account will pass to the surviving owner(s). 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 of any other owner(s). Any owner may withdraw all funds, stop payment on items, transfer, or pledge to us all or any part of the shares without the consent of the other owner(s). We have no duty to notify any 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 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 the amount of the returned item, overdraft, or unpaid amount and any charges regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account the indebted owner, including all funds in the joint account regardless of who contributed the funds in the account.
  - d. Subsequent Change of Ownership. If you wish to add a joint-owner to your account, you must amend the Membership and Account Agreement to reflect the new owner, as well as the written (signed) agreement of each and every joint owner of record. Any joint-owner you wish to remove must also agree and sign the appropriate form(s).
4. OPENING SUBSEQUENT ACCOUNT TERMS AND CONDITIONS (OPTIONAL)- Upon opening your initial Membership Savings Account, you are given the option to be subject to the following terms and conditions: When opting for the affirmative, a) the owner of an individual account, b) any one of the owners of a joint account which are deemed to have approval of all joint owners, or c) the trustee of a trust account may open additional savings, money market or time certificate accounts without signature(s). The ownership roles must be identical to the original Membership Savings Account. However, this option may not be exercised at any time by a custodian or an attorney-in-fact (agent). Your option choice may be changed in accordance with established credit union procedures.
  5. POD/TRUST ACCOUNT DESIGNATIONS- A Payable on Death (POD) account or trust account designation is an instruction to the credit union that an individual or joint account so designated is payable to the owner(s) during his, her or their lifetimes and, when the last account owner dies, payable to all surviving POD or trust beneficiaries/ payees. If there is more than one (1) surviving beneficiary payee, the account is owned jointly by such beneficiaries/payees without rights of survivorship upon the death of the last account owner. Any POD or trust beneficiary payee designation shall not apply to Individual Retirement Accounts (IRAs). We are not obligated to notify any beneficiary/payee of the existence of any account or the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law. This paragraph does not apply to an account held on behalf of or held in the name of a trust.
  6. ACCOUNTS FOR MINORS- We may require any account established by a minor to be a joint account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may pay funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. We will not change the account status when the minor reaches the age of majority unless authorized in writing by all account owners.
  7. UNIFORM TRANSFERS/GIFTS TO MINORS ACCOUNT- Uniform Transfers/Gifts to Minor Account (UTMA/UGMA) is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The minor to whom the gift is made is the beneficiary of the custodial property in the account. The custodian has possession and control of the account for the exclusive right and benefit of the minor and barring a court order otherwise, is the only party entitled to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction. If the custodian dies, we may suspend the account until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawal.

8. **AGENCY DESIGNATION ON ACCOUNT-** An agency designation on an account is an instruction to us that the owner authorizes another person (agent, fiduciary, attorney-in-fact, signer etc.) 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.
9. **DEPOSIT OF FUNDS REQUIREMENTS-** Funds may be deposited to any account, in any manner approved by the credit union in accordance with the requirements as set forth in the Truth-In-Savings Disclosure. Deposits made by mail, at night depositories or at un-staffed 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 (1) or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsement of any owners if we choose. If a check, draft or item that is payable to two (2) or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or item as though it is payable to either person. If an insurance, government or other check or draft requires an endorsement, we may require endorsement as set forth on the item. Endorsements must be made on the back of the share draft or check within 1 ½ inches from the top edge, although we may accept endorsements outside this space. However, any loss we incur from delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.
  - b. **Collection of Items.** We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at 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” or “not valid over \$500”. We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restrictions or limitations.
  - d. **Final Payment.** All items or Automated Clearing House (ACH) transfers credited to your account are provisional until we receive final payments. If final payment is not received, we may charge your account for the amount of such items or ACH transfers and impose a return item charge on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or funds transfer.
  - e. **Direct Deposits.** We may offer preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits or preauthorized transfer by filling out a separate form. You must notify us at least 30 days in advance to cancel or change a direct deposit or transfer option. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit including deposits of government payments or benefits. Upon a bankruptcy filing, unless you cancel the authorization, we will continue applying payments from direct deposits in accordance with your authorization on file with us. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into

your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

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

10. ACCOUNT ACCESS-

- a. Authorized Signature. Your signature on the Account Card authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any check or draft that appears to bear your facsimile signature even if it was made by an unauthorized person. You authorize us to honor transactions initiated by a third person to whom you have given your account number even if you do not authorize a particular transaction.
- b. Access Options. You may withdraw or transfer funds from your account(s) in any manner we permit (e.g., at an automated teller machine, in person, by mail, Internet access, automatic transfer, or telephone as applicable). We may return unpaid any check or draft drawn on a form we do not provide, and you are responsible for any loss we incur handling such a check or draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney.
- c. Credit Union Examination. We may disregard information on any check or draft other than the signature of the drawer, the amount and any magnetic encoding. You agree we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

11. ACH & WIRE TRANSFERS- Except as amended by this Agreement, electronic funds transfers we permit that are subject to Article 4A of the Uniform Commercial Code will be subject to such provision of the Uniform Commercial Code as enacted by the State of Utah where the main office of the credit union is located. We may execute certain requests for electronic funds transfers by Fedwire. Fedwire transactions are subject to Federal Reserve Board Regulation J. You may order electronic funds transfers to or from your account. We will debit your account for the amount of an electronic funds transfer and will charge your account for any fees related to the transfer. Unless we agree otherwise in writing, we reserve the right to refuse to execute any order to transfer funds to or from your account. We are not obligated to execute any order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. We are not liable for errors delays, interruptions or transmission failures caused by third parties or circumstances beyond our control including mechanical, electronic or equipment failure. We will not provide you with next day notice of ACH, wire transfers and other electronic payments credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received. If we fail to properly execute a payment order, and such action results in a delay in payment to you, we will pay you dividends or interest for the period of delay as required by applicable law. The dividends or interest paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period. Payment orders we accept will be executed within a reasonable time of receipt but may not necessarily be executed on the date they are received. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments and if received after a cut-off time, may be treated as having been received on the next following funds transfer business day. Information about any cut-off time is available upon request. When you initiate a wire transfer, you may identify the recipient and any financial institution by name and by account or identifying number. The credit union and any other

financial institution facilitating the transfer may rely strictly on the account or identifying number even if the number identifies a different person or financial institution. Any account owner may amend or cancel a payment order even if that person did not initiate the order. We may refuse requests to amend or cancel a payment order that we believe will expose the credit union to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order. We may require you to follow a security procedure to execute a payment order or certain electronic funds transfer transactions. We will notify you of any such security procedures and you agree that our security procedures are commercially reasonable.

12. ACCOUNT RATES AND FEES- We pay account earnings and assess fees against your account as set forth in the Truth-In- Savings Disclosure or Schedule of Fees. We may change the Truth-In-Savings Disclosure or Schedule of Fees at any time and will notify you as required by law.
13. TRANSACTION LIMITATIONS-
  - a. Withdrawal Restrictions. We will pay checks or drafts, permit withdrawals and make transfers from available funds in your account. The availability of funds in your account may be delayed as described in our Funds Availability Policy Disclosure. We may also pay checks or drafts, permit withdrawals and make transfers from your account from insufficient available funds if you have established an overdraft protection plan or, if you do not have such a plan with us, according to our overdraft payment policy. We may refuse to allow a withdrawal in some situations and will advise you accordingly; for example, (1) a dispute between account owners (unless a court has ordered the credit union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; or (5) you fail to repay a credit union loan on time. We may require you to give written notice of seven (7) days 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 Funds Transfer Agreement and Disclosure.
14. CERTIFICATE ACCOUNTS- Any time deposit, term share, share certificate, or certificate of deposit account allowed by law (certificate account), whichever we offer, is subject to the terms of this Agreement and the Truth-In-Savings Disclosure for each account, the terms of which are incorporated herein by reference.
15. OVERDRAFTS-
  - a. Payment of Overdrafts. If, on any day, the available funds in your checking or savings account(s) are not sufficient to pay the full amount of a check, transaction or other items posted to your account plus any applicable fee ("overdraft"), we may pay or return the overdraft. The credit union's determination of an insufficient available account balance may be made at any time between presentation and the credit union's midnight deadline with only one (1) review of the account required. We do not have to notify you if your account does not have sufficient available funds to pay an overdraft. Your account may be subject to a charge for each overdraft regardless of whether we pay or return the overdraft. If a previously returned item is resubmitted for payment the credit union may charge an additional fee. Except as otherwise agreed in writing, if we exercise our right to use our discretion to pay an overdraft, we do not agree to pay overdrafts in the future and may discontinue covering overdrafts at any time without notice. If we pay an overdraft or impose a fee that overdraws your account, you agree to pay the overdrawn amount in accordance

with your overdraft protection plan or if you do not have such a plan, in accordance with our overdraft payment policy.

- b. Order of Payments. Checks, items and other transactions may not be processed in the order that you make them or in the order that we receive them. We may, at our discretion, pay a check or item and execute other transactions on your account in any order we choose. The order in which we process checks and items and execute other transaction on your account may affect the total amount of overdraft fees that may be charged to your account. Please contact us if you have questions about how we pay checks and process transfers and withdrawals.
16. POSTDATED & STALEDATED CHECKS- You agree not to issue any check that is postdated. If you do issue a check that is payable on a future date and we pay it before that date, you agree that we shall have no liability to you for such payment. You agree not to deposit checks or other items before they are properly payable. We are not obligated to pay any check drawn on your account that is presented more than six (6) months past its date.
17. STOP PAYMENT ORDERS-
  - a. Stop Payment Order Request. Any owner may request a stop payment order on any check or draft drawn on the owner's account. To be binding the order must be in writing, dated, signed, and must accurately describe the check including the exact account number, check number and the exact amount of the check. This exact information is necessary for the credit union's computer to identify the check. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity for us to act on it. If we re-credit your account after paying a check 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 and to assist us in any legal action.
  - b. Duration of Order. You may make an oral stop payment order which will lapse within 14 calendar days unless confirmed in writing within that time. Written stop payment orders are effective for six (6) months and may be renewed for additional six (6) months periods by requesting in writing that the stop payment order be renewed within a period during which the stop payment order is effective. We are not required to notify you when a stop payment order expires.
  - c. Liability- Fees for stop payment orders are set forth in the Trust-In-Savings Disclosure or Schedule of Fees. You may not stop payment on any certified check, cashier's check, teller's check or any other check or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the credit union harmless from all costs including attorney's fees, damages or claims related to our refusing payment of an item including claims of any joint account owner, payee or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.
18. CREDIT UNION LIABILITY- If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damage not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if: (1) your account contains insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We exercise ordinary care if our actions or non-actions are consistent with

applicable state law, Federal Reserve regulations and operating letters, 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 between what you or our employees may say or write will be resolved by reference to this Agreement.

19. CHECKS PRESENTED FOR PAYMENT IN PERSON- We may refuse to accept any check drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check and we shall have no liability for refusing payment.
20. REMOTELY CREATED CHECKS- For purposes of this paragraph, "account" means a transaction account, credit account, and any other account on which checks may be drawn. A remotely created check is a check created by someone other than the person on whose account the check is drawn. A remotely created check is generally originated by a third-party payee as authorized by the owner of the account on which the check is drawn. Authorization is usually made over the telephone or through on-line communication. The owner of the account does not sign a remotely created check. In place of the owner's signature, the remotely created check usually bears a statement that the owner authorized the check or bears the owner's printed or typed name. If you authorize a third party to draw a remotely created check against your account, you may not later revoke your authorization. It is your responsibility to resolve any authorization issues directly with the third party. We are not required to credit your account and may charge against your account any remotely created check for which the third party has proof of your authorization.
21. PLEDGE/STATUTORY LIEN- Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. As a federally chartered credit union, federal law 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 law the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you. Your pledge and our statutory lien rights will allow us to apply the funds in your account to what you owe when you are in default, except as limited by federal law. If we do not apply the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply the funds in your account(s) to the amount you owe us at a later time. The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under federal law if given as security. By not enforcing our right to apply funds in your account to your obligations that are in default, we do not waive our right to enforce these rights at a later time.
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. 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 address or name change. The credit union is only required to attempt to communicate with you at the most recent address you have provided to us. We require all name and address changes to be provided in writing. If we attempt to locate you, we may impose a service fee as set forth in the Truth-In-Savings Disclosure or Schedule of Fees.
- b. Notice of Amendments. Except as prohibited by applicable law, we may change the terms of this Agreement. We will notify you of any change in terms, rates, or fees as required by law. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to future enforcement.
- c. Effect of Notice. Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is deposited in the U.S. mail, postage prepaid and addressed to you at your statement mailing address. Notice to any account owner is considered notice to all account owners.
- d. Electronic Notices. If you have agreed to receive notices electronically, we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.

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

26. BUSINESS ACCOUNTS – All equity owners of a business must be eligible for membership in accordance with our bylaws. We require the governing body of the legal entity opening the account to give us a separate authorization and/or resolution telling us who is authorized to act on its behalf. We will honor the authorization/resolution until we actually receive written notice of a change from the governing body of the legal entity. The Unlawful Internet Gambling Enforcement Act requires you to certify that the business does not operate or engage in any way in internet gambling activities on your account (credit, debit, ATM cards, ACH, wire transfers and/or checks).

27. STATEMENTS-

- a. Contents. If we provide a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one (1) statement is necessary for joint accounts. For checking accounts, you understand and agree that your original check, when paid, becomes property of the credit union and may not be returned to you, but copies may be retained by us and made available upon your request. You understand and agree that statements are made available to you on the date they are sent to you. You also understand and agree that checks, or copies thereof are made available to you on the date the statement is sent to you, even though checks 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 reflected on your statement



within 30 days of the statement ending date, we will not be responsible for your loss. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person including the unauthorized use of a facsimile signature machine.

- c. Notice to Credit Union. You agree that the credit union's retention of checks does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or charged to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement, you agree to notify us within 14 days of the time you regularly receive a statement.
28. INACTIVE ACCOUNTS- If your account falls below any applicable minimum balance and you have not made any transactions over a period specified in the Truth-In-Savings Disclosure or Fee Schedule, we may classify your account as inactive or dormant. Unless prohibited by applicable law, we may charge a service fee, as set forth in the Truth -In-Savings Disclosure or Fee Schedule, for processing your inactive or dormant account. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. You authorize us to close any Special Savings or Money Market account that has been inactive greater than one year and has a zero balance. Additionally, to the extent allowed by law, we reserve the right to transfer the account funds to an account payable and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.
29. SPECIAL ACCOUNT INSTRUCTIONS-
- a. You may request that we facilitate certain trust, estate, 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, estate, 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 instruction or may require you to indemnify us or post a bond or provide us with other protection. Account changes requested by you, or any account owner, such as adding or closing an account or service, must be evidenced by a signed Account Change Card and accepted by us.
  - b. Deseret First Federal Credit Union ("DFCU") does not accept, recognize, insure or permit members to establish the following types of accounts: lawyers' trust accounts, commonly known as IOLTA(s); estate accounts; real estate trust accounts; or any other similar accounts. Any account established with DFCU that the account holder claims to be an IOLTA, estate account, real estate trust account, or any similar account will be deemed to be an individual or joint account and is subject to being closed in the sole discretion of DFCU. This provision does not affect payable on death accounts or other trust accounts where the owner of the funds is actually designated as either an account holder, beneficiary or third-party payee.
30. CHANGES TO ACCOUNTS- Any account changes requested by you, or another owner on your account, must be approved by us. We may require you to evidence any requested change by a signed Account Change Card. Additionally, if there are multiple owners on an account, we may require that all owners evidence their consent by signing the Account Change Card.

31. SHARE INSURANCE - Member accounts in this credit union are federally insured by the National Credit Union Administration.
32. TERMINATION OF ACCOUNT- We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks are lost or stolen, (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; or (7) we reasonably deem it necessary to prevent a loss to us. You may terminate an individual account by giving written or verbal notice. Notification of termination certifies that in the case of a transaction account, all drafts, EFTs and ACHs have cleared, all cards are destroyed, and card access is immediately blocked. 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, withdrawal or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us.
33. TERMINATION OF MEMBERSHIP- You may terminate your membership by giving us written or verbal notice or by withdrawing your minimum required membership savings (share), if any, and closing all your accounts. The credit union may deny or limit service(s) to you if you cause the credit union a loss, if you are abusive or threatening to a credit union employee or member or if you are using your account for activities not in conformity with law or credit union policy.
34. DEATH OF ACCOUNT OWNER- We may continue to honor all transfer orders, withdrawals, deposits and other transactions on an account until we know of a member's death. Once we know of a member's death, we may pay checks or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the checks or other items. We may require anyone claiming a deceased owner's account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.
35. SEVERABILITY- If a court holds any portion of this Agreement to be invalid or un-enforceable; the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.
36. LOST ITEMS - The Credit Union is not liable for items lost while not in its possession.
37. CHANGE IN TERMS - The Credit Union has the right to change any provision of this Agreement with thirty (30) days advance notice. The Credit Union also reserves the right to establish additional rules and regulations.
38. 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.
39. 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.
40. GOVERNING LAW- This Agreement is governed by the credit union's bylaws, federal laws and regulations, the laws including applicable principles of contract law and regulations of the State of

Utah, where the credit union's main office is located, and local clearinghouse rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in Salt Lake County, where the credit union is located.

**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 CREDIT UNIONS ARE OWNED BY THEIR MEMBERS.**

### Binding Arbitration of Claims and Disputes Agreement and Class Action Waiver

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 elect, 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 Accounts or the products or services related to your 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, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY, 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. Unless mutually agreed to by You and Us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction), whether or not the claim may have been assigned.

#### 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 Accounts or the services related to your 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 relating to Your 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 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 that is included 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 disputes remain in such court and advance 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.

#### Mediation Requirement Prior to Filing a Claim in Arbitration

Prior to either party filing a claim in arbitration and as a necessary condition precedent to doing so, You or We shall first make a written demand upon the other party setting forth their claim at Our street address set forth below or at Your last street address or email address on record. The demand should describe the nature of the problem, claim, or dispute and set forth the specific relief the claimant desires, including the amount of any monetary damages sought.

The parties shall then attempt in good faith to use their best efforts to resolve the dispute for a minimum of 60 days before any claim may be filed in arbitration which time period may be extended by mutual agreement. 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 prior to the completion of the pre-arbitration time period.

Within the first 30 days of the pre-arbitration time period, the parties shall confer at least once by phone, in person, or by videoconference at a mutually convenient date and time to discuss the potential resolution of the claim.

If either party commences a claim in arbitration without first attempting to resolve their dispute in good faith through mediation then that party shall not be entitled to recover any attorney fees in arbitration, even if they would otherwise have been available to that party.

Commencing an Arbitration.

The arbitration must be either conducted by a neutral arbitrator selected by agreement of the parties or filed with the following neutral arbitration forum and follow its rules and procedures for initiating and pursuing an arbitration:

JAMS  
1-800-352-5267 (toll-free)  
[www.jamsadr.com](http://www.jamsadr.com)

If We initiate the arbitration, We will notify You in writing at Your last known 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:

Deseret First Federal Credit Union  
3999 W Parkway Blvd.  
West Valley City, UT 84120

The arbitration shall be conducted in the same city as the U.S. District Court closest to Your home address unless the parties 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 & Procedures in effect on the date the arbitration 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.

If JAMS is unable to or unwilling to handle the claim for any reason, then the matter shall be arbitrated by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court 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 below class action waiver 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. However, we will pay any other filing, administration, and arbitrator fees as imposed by the arbitration forum. Each party shall bear the expense of their respective attorneys, experts, witnesses, and other expenses, regardless of who prevails, but a party may recover any or all costs and expenses from another party if the arbitrator, applying applicable law, so determines.

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.

#### 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 a 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 Utah shall apply.

#### Severability, Survival.

This arbitration agreement shall survive (a) termination or changes to Your accounts or any related services; (b) the bankruptcy of any party; and, (c) the transfer or assignment of your 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 the remaining provisions shall remain fully enforceable. Notwithstanding anything in this binding arbitration of claims and disputes agreement and class action waiver to the contrary, any amendment or termination of this arbitration agreement by statute, by administrative action or otherwise, 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 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: Deseret First Federal Credit Union, 3999 W Parkway Blvd. , West Valley City, UT 84120 or [communications@dfcu.com](mailto:communications@dfcu.com).



## **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.