

BUSINESS MEMBERSHIP AND ACCOUNT AGREEMENT

Notice to Members: The laws and regulations governing the financial services we provide are complex. To insure your understanding of our relationship with you, we provide this detailed agreement which explains both your responsibilities and ours. Please read this document carefully, and feel free to ask any questions regarding these terms and conditions.

Important Information About Procedures for Opening a New Account. To help the government fight the funding of terrorism and money laundering activities, as well as to protect you from Identity Theft, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. This means that we will require you to provide, and we will verify, certain information about you when opening an account, in accordance with the requirements of the USA Patriot Act and the Bank Secrecy Act. This may include producing a government-issued picture ID. When initiating a transaction, we may ask for a picture ID or other means of identification and authentication. We may refuse to open any account or to grant any request if you fail to provide adequate identifying or authenticating information, or we have a good-faith cause to believe that you are not the person you are purporting to be or are otherwise not authorized to open the account or initiate the transaction, and we will not be liable for any loss or expense you may incur due to our refusal. For identification purposes, we may also require you to provide your fingerprints at the time of account opening or at the time you negotiate certain checks.

You will also be required to provide a taxpayer identification number (TIN) or social security number, to be used for this purpose and for subsequent regulatory reporting. We may also request from time to time, and you agree to provide, additional documentation depending on the type of account or service requested. Failure to furnish a correct 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 refuse to proceed with opening your account. If you provided an ITIN when opening your account, you must provide us with a new W-8BEN prior to the expiration of the W-8BEN we have on file or if any certification you made on your W-8BEN becomes incorrect.

The terms and conditions of this Business Membership and Account Agreement ("Agreement") apply to all Blaze Credit Union business accounts. You have agreed by signing the Business Membership Application and/or by using your account on or after the opening date, to be legally bound by the terms of this Agreement. You should keep a copy of this Agreement and anything else we send to you about your account for your records. When used in this Agreement, the terms "you" and "your" refer to you (if you are a sole proprietor), your business, any applicant, and your authorized signer(s); the terms "we," "our," "us," and "Credit Union" refer to Blaze Credit Union. The term "Account(s)" refers to your Blaze Credit Union business deposit account(s).

The purpose of this Section is to state the terms and conditions that apply to all of your accounts, account services or other relationships with us, including without limitation loan, safe deposit and other services. You understand that the agreements, terms, conditions, rules and regulations applicable to your loans, and any other applicable account(s) or service(s) remain in full force and effect and continue to be applicable, except as specifically modified by this Agreement. Further, to the extent that the terms of a specific Subsection of this Agreement vary from the terms set forth in this Section, the specific terms and conditions of the Subsection will govern our relationship with you.

This Agreement explains the rules governing your membership and accounts with us. It is supplemented by the other agreements that you enter into when you open your accounts, such as the Funds Availability Policy and the Business Electronic Funds Transfer Agreement and Disclosure, and others. All your agreements and transactions with us are also governed by various applicable federal and state laws and regulations. It is the intent of this Agreement to provide disclosures that we are required by law to give you; to vary by agreement certain aspects of certain transactions that are permitted by law to be varied; and to establish terms and conditions of certain transactions that are not governed by any particular law or regulation.

By signing the business membership application and/or by continuing to use the accounts and services provided by us, each of you, jointly and severally, agree to the terms and conditions in this Agreement, Business Membership Application, Privacy Policy, Business Rates Schedule and Business Fee Schedule; any account or certificate receipt or similar document; our Bylaws and policies; and any amendments, which may include additions, deletions or modifications, to these documents from time to time which collectively govern your accounts. All such documents are hereby incorporated by reference as if fully set forth herein.

Suspension of electronic services, access to share or deposit accounts. Subject to applicable law, we may suspend some or all electronic services, ATM/debit cards, access to your checking or other account(s), including but not limited to, the following reasons: a) if you become delinquent on any of your loans, b) your deposit account becomes negative, c) we have reason to suspect fraud is occurring or d) you have caused a loss to us. We shall not be liable to you in any regard in connection with such suspension of services. We do not have to provide notice to you regarding the suspension unless required to under applicable law.

Membership Eligibility; Application; Credit Report. To open accounts at Blaze, you must qualify under our approved field of membership and otherwise meet the membership requirements. This includes an initial deposit of an amount equal to one share in Blaze, which amount is set forth on the Business Fee Schedule, and maintaining at least that amount, in your Business Share Savings account or other qualifying account. Your membership will terminate if you close this account. After your membership is closed, you will need to re-qualify for membership under our current bylaws in order to open an account with us. You agree to complete a membership application and you authorize us to check your account, credit, and employment history, and obtain reports from third parties (including credit reporting agencies) periodically to verify your eligibility for membership and the accounts, products or services you request.

Blaze is owned and controlled by its members. You become an owner by meeting the membership eligibility requirements and by depositing the required shares. Upon qualifying as a member and remaining in good standing, you have certain rights as governed by this Agreement, our Bylaws, and applicable law, including the right to apply for our services, products and accounts.

DEPOSITS TO YOUR ACCOUNT

You may make deposits to any account, in any manner approved by us including, but not limited to, in person, by mail, by electronic transfer, direct deposit, or any other method made available, such as by night deposit box, Automated Teller Machine (ATM) or Interactive Teller Machine (ITM). We are not responsible for any deposit made by mail or through a depository not staffed by us until we actually receive the item. If a check, draft or other 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. All transactions are subject to our Funds Availability Policy and related applicable laws.

The law allows and you specifically agree that we may supply any missing endorsement to a deposited check, draft, or any other instrument. However, we reserve the right to refuse to accept for deposit any item which does not bear a proper endorsement, which is payable to someone other than you or, in our sole discretion, under any other circumstances. Federal law specifies locations on checks for your and our respective endorsements. If our endorsement is illegible because you have endorsed a check in the wrong location, you will be liable for any resulting losses. We are not required to accept checks for cash, deposit or payment.

Multiple Payees. Any check, share draft or other instrument that expressly indicates it is payable to two or more people (e.g., by using the word, "and"), all parties must endorse the instrument. If the instrument is payable to two or more people by using the word, "or", or if the item is unclear as to the intent, one person may endorse the item and we may deposit the item accordingly.

We may refuse to cash a check made payable to you, but instead require you to deposit the check to your Account. All deposits accepted by us are subject to verification. You should retain your copy of any receipt or other document which evidences your deposit. If you claim that a deposit was not properly credited to your Account, we may ask you to show us your receipt or other document which evidences your deposit. You should not mail cash deposits. We will not be liable for any deposit that we do not receive. We reserve the right to make adjustments to your Account upon verification of your deposit or for computation or other errors related to your Account.

All non-cash deposits are posted to your Account subject to our receipt of "final payment" from the party on which the item is drawn. If we receive notice that an item is being returned to us unpaid, or if we do not receive final payment on a deposited item, because, for example, the drawer has placed a stop payment or the item is returned "insufficient funds" or "account closed"; or if an item is returned after final payment, we will charge your Account for the amount of the item, and for our applicable fees, even if the amount of the item has already been made available to you and even if we do not actually receive the returned item. If the charge-back of a returned item or a fee or other charge creates an overdraft, you agree to pay us the amount of the overdraft immediately, and we may charge your Account a service fee for the overdraft.

We receive final payment for deposited items at different times depending on the location of the parties who will pay the items. In addition, our receipt of final payment may be delayed further due to circumstances beyond our reasonable control. For more information, please see our Funds Availability Policy, which is incorporated herein by reference and which may be amended from time to time. If we must pay any fees to collect an item you have deposited, we will charge the fees to your Account and we may impose a service fee for the collection. If you receive a credit to your Account through the Automated Clearing House (ACH) network, the rules of the National Automated Clearing House Association permit us to notify you of the credit on your next regular Account statement.

If we credit your Account for an Automated Clearing House credit entry or for any other fund transfer or payment order ("fund transfer"), the credit we give you is provisional until we receive final settlement for the fund transfer through a Federal Reserve Bank. If we do not receive final settlement or payment, you agree that you must refund to us the amount we credited to you for the fund transfer and that we may charge your Account for such amount. In such case, the person making the payment to you will be considered not to have paid you the amount of the fund transfer.

When we process incoming fund transfers, we rely on the account numbers given to us by the financial institutions or other persons who send the fund transfers to us. We will have no duty to determine if the account numbers provided to us is consistent with the name or other information given to us and we will not be liable to you if we credit a fund transfer intended for you to another member's account because the sender instructed us to credit an incorrect account number.

We reserve the right to refuse or to return all or part of a deposit at any time.

We automatically redeposit returned items.

You acknowledge and agree that your deposit or issuance of a check that uses check form or stock with decorative graphics, or that has ink colors other than black or blue, or your use of check stock that is not provided or approved by us, may result in errors in processing a check image created from such a check. You agree that, to the extent permitted by law, we shall have no liability to you in the event that you incur a loss from such errors.

You agree that you shall not deposit, without our express written consent, a document that you or someone on your behalf created or printed from an image or other electronic record of an original paper check (a "substitute check document"). Our acceptance for deposit of a substitute check document from you shall not be deemed as a waiver of the foregoing prohibition on the deposit of substitute check documents. You also shall not identify us as a "reconverting bank" or "truncating bank" on a substitute check document you deposit at any other financial institution or transfer to any other person/party.

You hereby agree to indemnify us for any loss that we incur directly or indirectly from your deposit or transfer of a substitute check document in violation of the limitations set forth in this paragraph.

Restrictive Endorsements and Legends. We may refuse to honor any restrictive endorsements or legends on checks you write without our prior approval. Restrictive endorsements include, but are not limited to, writing "for deposit only" on a check. Restrictive legends include, but are not limited to, writing "must presented within 90 days" on a check. We are not responsible for any losses (including expenses), damages, or claims that result from your use of a restrictive legend or endorsement.

WITHDRAWALS FROM YOUR ACCOUNT

Money may be withdrawn from your Account in different ways, as permitted for each type of Account. We are required to permit a withdrawal only if you have sufficient available funds in your Account to cover the entire amount of the withdrawal, and you are not in default under any obligations you owe to us. Checks or other debit items presented against insufficient or available funds are subject to a service fee. If there are sufficient funds to cover some but not all of your withdrawal orders, we will honor those withdrawals which can be paid, in any order convenient to us. If, in our sole discretion, we permit withdrawals for which there are not sufficient available funds, or you otherwise overdraw the available funds in your Account, you agree to repay us immediately the funds advanced to you. We will assess your Account a service fee, which will be separately disclosed to you, for each item causing an overdraft. At no time shall we be required to allow you to overdraw your Account, even if we allowed such activity on one or more previous occasions.

We maintain the option to pay or dishonor any stale draft or check (i.e., more than six months old) upon presentation. You agree that we are not liable to you for charging your account before the indicated date on a properly payable but post-dated check unless you notify us that you have issued a post-dated draft. The notice must be given to us in time so that we can notify our employees and reasonably act upon the notice, and it must provide the number of the check, its date, the name of the payee, the exact amount, and the account number on which it is drawn. You understand that the exact information is necessary for us to identify the draft. We are not responsible if you give us an incorrect or incomplete description, or untimely notice. 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 which is presented more than six (6) months past its date.

You agree to use only check forms supplied or approved by us, and we will have no duty or liability whatsoever where you choose to use other items. Our duty is to use ordinary care in examining checks when they are presented to us for payment. **UNLESS WE HAVE SPECIFICALLY AGREED WITH YOU IN WRITING, OUR DUTY WILL NOT INCLUDE MONITORING NONSTANDARD INSTRUCTIONS OR OTHER LEGENDS APPEARING ON CHECKS.** We shall be deemed to have exercised ordinary care if we process your checks only by automated means or if any unauthorized signature, counterfeit check, or alteration could not be detected by a reasonably careful examination of the item. You agree that we do not have to notify you if we refuse to pay a check you have written, if we pay a check that overdraws your Account, or if we impose a fee in connection with either of these events.

If you make withdrawals by check, the check must be properly completed and signed by the person(s) whose authority is on file with us. We may refuse to honor a withdrawal if we receive conflicting instructions from two or more authorized signers or if there is reasonable doubt as to who is authorized to make a withdrawal.

We reserve the right to refuse to cash or to impose a fee on anyone who asks us to cash a check that you have written. Even if your check is otherwise properly payable, we will not be liable to you for dishonor of your check, or otherwise, as a result of such refusal.

Overdrafts. An overdraft occurs when, on any day, the funds in your account are not sufficient to cover drafts, fees or other items posted to your account, whether the transaction was made by check, electronically, or otherwise. Our determination of an insufficient account balance may be made at any time between presentation and our midnight deadline with only one review of the account required. We do not have to notify you if your account does not have funds to cover drafts, fees or other posted items. Whether the item is paid or returned, your account may be subject to a fee as set forth in the Business Fee Schedule. Except as otherwise agreed in writing, we, by covering one or any overdraft, do not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time without notice. If we pay a draft or impose a fee that would otherwise overdraw your account, you agree to pay the overdrawn amount within thirty (30) days as well as any expenses we incur in connection with your overdrawn account, including reasonable attorneys' fees as allowed by law.

Overdraft Protection Plan. Under our Overdraft Protection Plan, we may honor drafts drawn on insufficient funds by transferring funds from another designated account. Your Share Savings account is automatically designated for Overdraft Protection transfers under this Plan unless you provide a written request to have this removed. You may also designate one or more other eligible deposit and/or loan accounts. If you designated more than one account, you may also assign the order in which the Overdraft Protection transfers will be made from them. Overdraft Protection transfers will be made in increments of \$200.00, even if the available balance(s) in the designated account(s) will not cover the full amount of the overdraft. If the available balance(s) in the designated account(s) do not cover the overdraft, the item(s) may be returned unpaid and incur Non-sufficient Funds fees. If less than \$200 is available in a designated account, Overdraft Protection transfers will be made up to the amount necessary to cover the overdrafts. Overdraft Protection transfers from your Share Savings account may not cause your Share Savings to fall below par value. Overdraft Protection transfers will be made if the designated account has insufficient funds or available credit to cover the transaction. There is no fee for Overdraft Protection transfers; however, if the transfer is from an interest-bearing loan, interest will accrue on the amounts transferred at the rate disclosed in your loan agreement. If the protected account is a joint account, you acknowledge and agree that the transactions causing overdrafts made by a joint owner will be paid under this Overdraft Protection Plan even if the designated deposit or loan account is not jointly owned or jointly made. If there is any conflict between this provision and any provision regarding overdrafts contained in an applicable loan agreement, the loan agreement shall govern. Some limitations may apply.

Overdraft Courtesy Pay Program. Under our Courtesy Pay Program, we may authorize and pay overdrafts, subject to member/account qualifications, up to \$500 (in addition to, any applicable Non sufficient Funds fees). Please refer to the "Important Terms Regarding Overdrafts" section of this document for the qualifications. We will not charge you a fee if your account is overdrawn by \$10.00 or less. If your account is overdrawn by \$10.01 or more, we will charge you our standard Non-sufficient Funds fee (see Business Fee Schedule for more details). This Courtesy Pay Program does not relieve you of your obligation to replenish funds in your accounts and to pay all obligations owing to us, including overdrafts and related fees.

Our Courtesy Pay Program comes with your account for the following transactions: (a) checks and other transactions made using your checking account number (b) automatic bill payments, (c) recurring debit card transactions, and (d) ACH.

If you have an Overdraft Protection Plan, we will look first to the deposit and/or loan account(s) designated under that Plan for funds to cover overdrafts before we use the Courtesy Pay Program.

CHECK PRESENTMENT

Your Account may be debited on the day an item is presented by electronic or other means, or at an earlier time based on notification received by us that an item drawn on your account has been deposited for collection in another financial institution. A determination of your account balance for purposes of making a decision to pay or return an item or debit due to insufficiency of available funds may be made at any time between the receipt of such presentment or notice and the time of payment or return of the item or debit, and no more than one such determination need be made.

FACSIMILE SIGNATURES

You may also authorize the use of a facsimile signature device and, if you have done so, we may honor any draft or other item that appears to bear your facsimile signature even if it was made by an unauthorized person, and we will not be liable for any issues arising from such honor. You are responsible for the use and safeguarding of the facsimile signature device, your checks, and your access codes and as such, you specifically agree that you are in the best position to determine whether your facsimile signature has been used without your consent, or a counterfeit facsimile signature device has been used, or your signature has been forged. Therefore you are required to make a good-faith effort to review any and all statements and items or checks returned to you or made available to you for any unauthorized use of your electronic, mechanical, or facsimile signature. We will not be liable if we honor an item that appears to be authorized by your signature, and you will reimburse us for any loss or costs (including reasonable attorney's fees) that we incur because the facsimile signature was used without your consent or because a counterfeit facsimile signature device was used. Nothing in this provision shall be construed to relieve us of our obligations to act in good faith and to exercise ordinary care.

TRANSACTION LIMITATIONS

In accordance with applicable law, we reserve the right to require you to provide written notice of any intended withdrawals from any account(s) of not more than sixty (60) days before the intended date of withdrawal. Withdrawals will only be permitted if you have sufficient funds available in your account to pay the full amount of your withdrawal orders or you have an overdraft protection plan. If there are sufficient funds to cover some but not all of your withdrawal orders, we may permit those for which there are sufficient funds in any order we choose. We may refuse to allow a withdrawal, and will advise when required by applicable law if, for example: (1) there is a dispute between account owners; (2) a legal garnishment, attachment or levy is served on us; (3) the account(s) secures any obligation owed to us; (4) any required documentation has not been provided to us; or (5) you are delinquent or fail to pay a loan or any other obligation owed to us when due.

In addition to the foregoing, if any person should instruct us to make a large cash withdrawal (the definition of which shall be within our sole discretion) in lieu of other methods of transferring funds offered by us, you hereby release us from any and all liability, claims and demands whatsoever which arise from or in any way relate to your possession of any large sums of cash from the moment possession of same is made available to you; and you will execute and deliver any further releases that we may require in connection with any such withdrawal.

We may place reasonable restrictions on when and how you make a cash withdrawal, including requiring prior notice of up to sixty (60) days before any intended cash withdrawals in excess of \$5,000. We can refuse a request to withdraw funds in cash if we believe that the request poses a security risk for either you or us or imposes a hardship on us. We may require you to accept an Official Check or wire transfer to receive the funds. If a cash withdrawal is completed at a branch you may be required to sign a cash withdrawal agreement. Refusal to sign the agreement is grounds for us to not honor the cash withdrawal request and require an alternate delivery method for the funds.

You may make unlimited number of withdrawals or transfers by mail, ATM/ITM (if available, up to your designated per day limit) or in person from your Accounts.

Transaction Limitations and Business Days. Except as may be otherwise specifically provided in our Agreements, all Transactions after our "daily cut-off time" and made on days that are not our business days as set forth in the ACH Agreement will be treated, transmitted, recorded, etc., as applicable and appropriate as if received on the next business day that we are open. Deposits, orders, instructions, requests, etc., received by mail, electronically, at an unstaffed facility, or outside depository will be processed and credited only when actually received by us, and we shall have no responsibility until we actually receive the item.

STOP PAYMENT

You may request a stop payment order on any check or other written instrument drawn on your account that has not been paid or certified. You may request a stop payment orally by calling us, but to be binding, you must provide us with a written stop order request within 14 calendar days of the original oral request. The written request must be signed, dated, describe the account number, item number and, if applicable, the exact amount of the item. Oral stop payment orders will lapse after 14 calendar days if not confirmed in writing. The stop payment order will be effective if we receive the order in time for us to act upon the order. You understand that the exact information is necessary for our computer system to identify the item. If you give us incorrect or incomplete information, or the stop payment order is not received in time for us to act upon it, we will not be responsible for failing to stop payment on the item and we will not be liable to you or to any other party for payment of the draft. If we recredit your account after paying a draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the draft and to assist us in any legal action. Stop payment orders are permanent and do not expire.

Fees for stop payment orders will be imposed and are set forth on the Business Fee Schedule. You may not stop payment on any official check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You have the burden of establishing the fact and amount of loss resulting from the payment of an item contrary to a binding stop payment order. You agree to indemnify and hold us harmless from all costs, including reasonable attorney's fees, damages or claims related to our refusing payment of an item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

REMOTELY CREATED CHECKS

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 authorized by an account owner/authorized signer and used to withdraw money from an account. A remotely created check or draft is generally created by a third-party payee as authorized by the owner of the account/authorized signer. Authorization is usually made over the telephone or through online communication and does not contain the signature of the account owner/authorized signer. In place of the signature, the remotely created check or draft will have a statement that the owner/authorized signer authorized the check or draft or bears the owner's/authorized signer's printed or typed name on the signature line. You may not revoke or change your authorization if you have authorized a third party to draw a remotely created check or draft against your account. It is your responsibility to resolve any authorization issues directly with the third party. In the event that a third party has proof of your authorization, we may charge against your account any remotely created check or draft and are not required to credit your account.

For every remotely created check we receive from you for either deposit or payment to another person or institution, you agree to the following: (1) you have received verifiable authorization to create the check for both the amount and the named payee on the check; (2) for at least 2 years from the date of the authorization, you will retain the proof of this authorization and provide this proof if we request it from you; and (3) regardless of when, if at any point the check is returned for any reason, you owe us the amount of the check. We may take these funds from your account for the amount you owe us, and should there be insufficient funds in your account, you will still owe us the outstanding balance.

LIMITATION ON HIGH SPEED CASH LETTERS

If this service is offered, when you deposit a paper check cash letter for high speed processing, you may only include in such cash letter those checks or items that are eligible for conversion to a check image under the terms of this Agreement and any other documentation, terms and conditions and instructions provided by us to you from time to time. Without limiting the generality of the preceding sentence, a high speed cash letter may not include any of the following items: forward or return items in carrier documents, photocopies in lieu, notices in lieu of return, foreign items or mutilated items. You hereby agree to indemnify us for any loss that we incur directly or indirectly from your deposit of a cash letter in violation of the limitations set forth in this paragraph.

DIVIDEND BEARING ACCOUNTS

Some of the accounts available earn dividends while others do not. If the account is a dividend-bearing account, disclosures and terms regarding accrual, crediting, and compounding will be provided in the Business Rates Schedule or similar document.

STATEMENTS AND COPIES OF CHECKS

If we provide a periodic statement for your account, we will send or make available to you a periodic statement of transactions and activity on your account during the statement period as required by applicable law. In the case of multi-party accounts, you agree and acknowledge that we are required to provide only one statement on the account and can provide it to any one of the parties on the account as we choose.

For checking accounts, you understand that when paid, your original check (or any substitute check) becomes our property and may not be returned to you. We have no obligation to retain the originals of any checks or other documentation. You are responsible for keeping a copy of your original check in order to verify its validity. If you request us to provide you with an original check or sufficient copy, you agree that we may provide an electronic image of the original check or sufficient copy if you have agreed to receive account information or statements electronically. Further, we may charge you a fee as set forth in the Business Fee Schedule for each requested item and /or for research as applicable.

You understand and agree that statements are made available to you on the date they are mailed to you or delivered electronically. You also understand and agree that checks or copies thereof are made available to you on the date the statement is sent to you. See the Business Fee Schedule for applicable fees.

eDocuments. If we make this service available to you, you agree to receive statements via electronic means, whereby your periodic statement will be emailed to you or sent electronically to, and made available on, our Digital Banking website. For more information regarding eDocuments, see Blaze Credit Union eDocuments Agreement and Disclosure.

e-Notices. If we make this service available to you, you may agree to receive electronically all notices regarding your membership, account(s), or services with us whereby these notices will be e-mailed to you or sent electronically to, and made available on our Digital Banking platform. Please see your Blaze Credit Union eDocuments Agreement and Disclosure, that governs this service.

Your Duty to Examine. You are responsible for promptly examining each statement and reporting any irregularities or issues to us. We will not be liable for any forged, altered, unauthorized, unsigned, or improperly endorsed or encoded items drawn on your account or other irregularities if: (1) you fail to notify us in writing within sixty (60) days of the mailing date of the earliest statement containing or evidencing such irregularities regarding any item described in the statement; or (2) any items are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.

You also have the duty to examine and report errors relating to electronic funds transfers and substitute checks, which duties are set forth in the agreements relating to those transactions. If you fail to receive a periodic statement you agree to notify us within fourteen (14) days of the time you regularly receive a statement.

You also have the duty to examine and report errors relating to electronic funds transfers and substitute checks, which duties are set forth in the agreements relating to those transactions.

INACTIVE OR DORMANT ACCOUNTS

Refer to the Business Fee Schedule for the Inactive Account fee. You authorize us to transfer funds from another account of yours to cover any service fees. After assessing the fee, if the remaining Share Savings account balance is below the required par value, it may be subject to closure. To the extent allowed by law, we reserve the right to transfer the account funds to a general Blaze 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 be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with applicable 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.

ADVERSE CLAIMS TO FUNDS IN YOUR ACCOUNT

Without any obligation or liability, we may place a hold on your Account in the amount of any funds for which there may be an adverse claim when we investigate the claim or until ownership of the funds is established to our satisfaction. We may, at our sole discretion, petition a court of competent jurisdiction to deposit any disputed funds with the court after deducting any court costs and attorneys' fees we have incurred.

CONSENSUAL PLEDGE OF SHARES / ACCOUNTS; SECURITY INTEREST; CONSENSUAL LIEN; STATUTORY LIEN; RIGHT TO SET-OFF; ADMINISTRATIVE FREEZE

By signing the Business Membership Application or any other deposit or loan agreement or similar document granting a pledge or security interest in your accounts, and/or by accessing, using, or otherwise accepting any funds, accounts, products or services, you grant Blaze, and we impress, a lien on your accounts in Blaze. You also grant Blaze a security interest in such accounts to secure payment of any deposit obligations you owe (e.g., overdrafts, fees, etc.) and any loan or credit card obligations you owe, as well as any expenses we incur in connection with your accounts and services, including reasonable attorney's fees. You acknowledge and agree that we also have similar statutory lien rights in your accounts under applicable state law, as well as the common law right to set-off and administrative freeze.

"Shares" and "share accounts" means any and all funds, regardless of the source of those funds, in any joint or individual Share Savings account(s), share draft account(s), club, certificate, POD, revocable trust or custodial account(s) or any other account whether jointly or individually held and whether your obligation under the account(s) is direct, indirect, contingent or secondary and whether held now or in the future. Your pledge and our lien rights do not include any Individual Retirement Account (IRA) or other account which would lose special tax treatment if pledged, or any irrevocable trust or fiduciary account in which you do not have vested ownership interest.

You understand and agree that these rights allow us to apply the funds in your accounts to any obligations owed to us if you default or fail to pay or satisfy any obligation to us, and we can do so without any legal process, court proceeding or any notice to any owner of the accounts affected hereunder or otherwise in this Agreement, unless applicable law so requires. You specifically agree that we have the right to place an administrative freeze on any of your accounts subject to applicable law, and such action shall not violate 11 USC 362 or other applicable law. You understand that these rights are multiple and we can exercise one or all of them pursuant to applicable law. Exercising one right does not waive the right to exercise others. Any payment to any joint owner, POD beneficiary, or other party for any reason shall be subject to our security interest, consensual lien, and right to set-off.

CROSS-COLLATERALIZATION: Property and/or accounts given as security under any deposit, loan, or credit card accounts or services you have with Blaze will secure any and all obligations under such accounts, products or services as well as any account owner's joint or individual obligations to us, now or in the future, whether direct, indirect, contingent or secondary and arising from any loan or credit agreement, insufficient fund items; fees; cost, expenses, reasonable attorney's fees, or otherwise. This clause does not apply if such property is your primary residence, or are non-purchase money household goods.

CREDIT CARD ACCOUNTS: IF YOU HAVE A CREDIT CARD ACCOUNT WITH BLAZE, YOU SPECIFICALLY AGREE THAT THE SECURITY INTEREST, CONSENSUAL LIEN, AND CROSS-COLLATERALIZATION CLAUSES ALSO APPLY TO THAT CREDIT CARD AND THAT GRANTING THESE RIGHTS TO US IS A CONDITION OF OBTAINING THE CREDIT CARD ACCOUNT.

CHANGE IN ACCOUNT INFORMATION

You must notify us immediately of any change in the officers of your business or signing authority for your Account. We may ask you to execute and deliver to us new account resolutions and signature cards before the change is made effective. You must keep us informed of your current address at all times to avoid a fee. We will not be liable for any action(s) taken by us at the direction, either directly or indirectly, of any person whose signing authority or other authority to conduct business with us has expired without our knowledge.

Name or Address Change. You agree to notify us of any postal or e-mail address change or name change in writing. We reserve the right to require verification of your identity and proof of a change in address prior to making any changes in our records. We are only required to attempt to communicate with you at the most recent address you have provided to us. If you fail to provide notice of a change in address or name, and we attempt to locate you, we may impose a service fee as set forth on the Business Fee Schedule. If the United States Postal Service notifies us of a forwarding address for you, we may rely upon that notice and update your mailing address.

TRANSFER OF OWNERSHIP

YOUR ACCOUNT IS NOT ASSIGNABLE OR TRANSFERABLE EXCEPT ON OUR RECORDS. We must approve any pledge of your Account as security for a debt, and any pledge remains subject to our security interest and right of set off, unless we otherwise agree in writing. If you wish to transfer ownership of your Account, we may require that your Account be closed and a new one be opened by and in the name of the new owner(s).

DEATH OR INCOMPETENCE OF SOLE PROPRIETOR

We may continue to honor all transfer orders, withdrawals, deposits and other transactions on an account until we are notified of a Sole Proprietor's death or adjudication of incompetence and are provided satisfactory evidence thereof, such as a certified death certificate, or court order. Once we are notified of a Sole Proprietor's death or incompetence, for a period 10 days, we may pay drafts or honor other payments or transfer orders authorized by the Sole Proprietor unless we receive instructions from any person claiming an interest in the account to stop payment on the drafts or other items. We may require anyone claiming the account funds to provide us with a Business Resolution form (if applicable) or other similar type document to indemnify us for any losses resulting from our honoring that claim. In certain cases we reserve the right to require updated / revised Articles and Organizational Meeting Minutes.

CHARGES TO YOUR ACCOUNT

Your Account may be subject to various fees, including but not limited to item fees, a monthly service fee, charges for the use of certain Account services, and late payment fees as set out in the Business Fee Schedule, statement or other fee disclosure we provide to you, and which are made part of this Agreement. Unless otherwise agreed, these fees will be deducted from your Account balance automatically and may cause you to become overdrawn or your outstanding checks to be returned unpaid.

If funds in your Account are attached, garnished, or levied against, or if we are prohibited by law from paying on your Account, we may assess a legal process fee. We will debit your Account for any expenses we may incur as a result of any such legal action. Any such legal action may reduce your Account balance and cause your outstanding checks to be returned unpaid. We reserve the right to charge a fee for cashing checks you write. This fee will be collected from the payee at the time the check is cashed. If the payee refuses to pay our check cashing fee, we may refuse to cash your check, even if your check is otherwise properly payable, and we will not be liable to you for dishonor of your check, or otherwise, as a result of such refusal. See the Business Fee Schedule to learn the amount of the fee.

AMENDMENTS TO THE AGREEMENT AND CHANGE-IN-TERMS

We may change this Agreement at any time without prior notice unless prohibited by law. Changes may include deleting or modifying existing terms, rates or fees or the addition of a new term or fee not otherwise contemplated when you opened your account, including new terms regarding how we will resolve preexisting or future disputes, whether informally, by litigating in specified courts or under specified rules, or through alternative dispute resolution, such as binding arbitration. We may convert existing accounts and services into new accounts and services or discontinue accounts or services. If a change to this Agreement is material and adverse to you, we will give you reasonable notice in writing or by any method permitted by law. For example, unless otherwise required by law, a notice of the changes or a copy of the revised Agreement (or a link to review it) may be sent to you at the mailing or email address on file with your account, via other electronic means, or included in a message on the statement for one of your accounts. Any changes will take effect immediately, unless stated otherwise in any notice we provide to you. We may, but do not have to, notify you of changes that we make for security reasons or that we believe are either beneficial or not adverse to you. You are not required to agree to changes in terms that are materially adverse to you. If you wish to reject a change, you must close your accounts before the effective date of the change. There is no penalty or fee for closing an account in order to reject a change in terms. If we have notified you of a change and you continue to maintain your account after the effective date of the change, you have agreed to the new terms.

NOTICES; E-NOTICES

Any written notice we give to you is effective when it is made available in our Digital Banking system (if you have agreed to receive such notices electronically), or when it is deposited in the U.S. Mail, postage prepaid and addressed to you at the most recent mailing address on file with us. Notice to any account owner is considered notice to all account owners. Any written notice you give us is not effective until we actually receive it in our offices.

LIMITATION OF SERVICES

We may limit your services at the credit union if you cause the credit union a financial loss, fail to comply with the obligations of this or any other agreement you have with us, or for any other reason permitted by the Credit Union's policies. The services we may limit include access to accounts and extensions of credit, ATM and debit card access, telephone and Digital Banking, official checks and wire transfers. If we limit your services, you will continue to have the right to maintain one minimum share and the right to vote at annual or special meetings of the members.

TERMINATION OF ACCOUNTS AND SERVICES

We may terminate your account or place a freeze on the funds 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, fraud, attempted fraud, or unauthorized use 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; (7) excessive account openings funded with credit or debit cards; (8) we believe that you have been negligent in protecting your access devices or access codes; (9) you have breached any promise under this Agreement or any other account you have with us; (10) you do not fulfill the terms of any of the accounts, such as deposits being made to club accounts, etc.; (11) we reasonably deem it necessary to prevent a loss to us or to be in the best interests of Blaze or our members or employees; or (12) as otherwise permitted by law. If we are informed of such circumstances or otherwise believe that any of these circumstances are about to occur, we may place a stop payment on any item and we will not be liable to you for such a stop payment.

You may terminate a single party account by giving written notice. We reserve the right to require the consent of all owners to terminate a multiple party account, but are not obligated to do so. We are not responsible for payment of any draft, withdrawal, or other item after your account is terminated. However, if we pay an item after termination, you agree to reimburse us.

Termination of Membership. You may terminate your membership with Blaze at any time by giving notice to us that you are withdrawing. We may terminate your membership by expelling you in accordance with the Credit Union's policies and for any other reason allowed by applicable law, including for failing to maintain your minimum share, for causing the credit union a financial loss, or for abusive behavior. Upon termination of your membership, you shall have no further right in the Credit Union nor the services we offer. Termination of your membership does not release you from any liability to the Credit Union and you will remain responsible for any outstanding items that have not been processed or paid.

SANCTIONS FOR ABUSIVE BEHAVIOR

It is the policy of Blaze to make any member or potential member who displays inappropriate conduct, action or behavior subject to sanctions. Inappropriate conduct, actions or behavior shall include, but is not limited to: harassment, malicious or detrimental behavior, damage, injury to others or threats. Sanctions that may be used include:

- Verbal or written warning
- Denial of access to credit union premises
- Denial of contact with credit union volunteers or employees
- Limitation of credit union services
- Denial of membership if currently a non-member
- Expulsion

This will apply to all members and non-members associated with your business, both present and future.

RECORDING CONVERSATIONS AND CONSENT TO RECEIVE COMMUNICATIONS

You acknowledge and agree that we may record any telephone conversation we have with you, regardless of whether we so inform you at the time of the conversation. This helps document the transaction or conversation and helps protect both parties.

By providing us with a telephone number for a cellular phone or other wireless device, you consent that we may contact you for non-marketing purposes in any way, including but not limited to automated calls, pre-recorded or artificial voice messages and/or text messages. You may be charged for calls and messages from your cellular provider. This consent applies to any telephone numbers you have previously provided to us or that you subsequently provide to us, including a number that you convert to a cellular number.

OUR STANDARD OF CARE

Our responsibility to you is limited to our exercise of ordinary care in performing the services covered by this Agreement. Substantial compliance with our standard procedures shall be deemed to be the exercise of ordinary care. We will have no liability to you for taking or not taking any action permitted but not required. We will not be liable for the action or inaction of any third party in handling items deposited to or withdrawn from your Account. **NO THIRD PARTY SHALL HAVE ANY RIGHTS OR CLAIMS AGAINST US UNDER THIS AGREEMENT.**

OTHER SERVICES

If you use other services of ours in connection with your Account, and there is any inconsistency between the terms and conditions of the agreement for those services and this Agreement, then the terms and conditions stated in the agreement for the additional services shall control, but only to the extent necessary to avoid inconsistency with this Agreement.

WAIVER

Any waiver by us of any term or condition stated in this Agreement must be in writing and signed by us and shall not be considered a waiver of any other or future obligation or right.

SEVERABILITY

In the event that any paragraph of this Agreement or any portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of this Agreement not held by the court to be invalid or unenforceable will continue in full force and effect.

GOVERNING LAW

This Agreement is governed by our Bylaws, federal laws and regulations, local clearing house rules, and the local laws (including applicable principles of contract law) and regulations of the state of Minnesota. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in Ramsey County.

COSTS, EXPENSES AND ATTORNEYS' FEES

All owners of account(s) or service(s) with us agree, jointly and severally, to pay us for all costs and expenses, including attorneys' fees we may incur:

(1) If it is necessary for us to bring any legal or other action to collect any sum you owe us; (2) If we incur any costs or expense as a result of any order or instruction received from any owner or any owner's agent under this Agreement, any adverse claim, or legal process; your failure to comply with any obligation in this Business Membership Agreement or otherwise; (3) If we incur any expense as a result of any dispute, adverse or inconsistent claims; (4) If we bring any action contemplated in this Agreement; (5) If we successfully defend any claim against us brought by any owner, agent, personal representative, executor, heir or other party in interest brought via any formal or informal process (including but not limited to arbitration or mediation) involving your accounts or services with us; or (6) If we deem it necessary to seek the advice or opinion of legal counsel or other professionals regarding the bona fides or legality of any transaction(s) to/from your accounts or involving any services with us, or any request for information or documentation regarding any of your accounts and/or services with us. If you are responsible to pay us any costs of collection or legal expenses incurred in collecting any amount you owe; in enforcing or protecting our rights under this Agreement or otherwise; or as provided in this subsection, including but not limited to costs of repossession, repair, appraisal, and all other costs or expenses, you agree to pay us the actual amount of such costs and expenses together with reasonable attorneys' fees as determined by applicable state law or a court of competent jurisdiction. Further, you agree to pay us an additional sum for any costs, legal expenses or attorneys' fees incurred in any appellate, bankruptcy or post-judgment proceedings, except as limited or prohibited by applicable law. Any costs, expenses or fees hereunder will be paid from any of your account(s) with us before payment to any owner or other party. If the amounts in your account(s) are not sufficient, then the owner(s) of the affected account(s) or parties to any applicable services will immediately pay any difference.

INDEMNITY

If you ask us to follow instructions that we believe might expose us to claims, suits, losses, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require a bond or other protections. An example of the kind of protection asked for would be your promise to protect us against any claims (an indemnity).

LIABILITY

Except as otherwise provided in this agreement, if we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if: (1) your account contains insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by you 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 or special damages, except liability for wrongful dishonor. We exercise ordinary care if our actions or non-actions are consistent with applicable state law, federal regulations and operating letters, clearinghouse rules, and customary banking practices followed in the areas 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. Other provisions in this agreement specific to certain account types or processes also limit our liability per those provisions.

ILLEGAL TRANSACTIONS / UNLAWFUL INTERNET GAMBLING

You warrant and agree that you will not use any Blaze services or loan or deposit accounts to make or cause to be made any transaction that is deemed illegal under applicable law, including, but not limited to, any gambling activity, embezzlement, identity theft, money laundering or terrorist activity. Any such use shall constitute a breach of this Agreement. We may delay processing or refuse to process any transaction that we believe to be illegal, suspicious or unenforceable and will not be liable to you for such delay or refusal. You further agree to indemnify us and hold us harmless from any liability of any kind and costs incurred by us in any form whatsoever that results directly or indirectly from such illegal use. We will also not be liable to you if we in good faith freeze your accounts and/or notify our regulators or local or federal enforcement authorities regarding any activity we believe to be illegal, suspicious, or unenforceable. We may terminate your account relationship if you engage in illegal activities.

NEGATIVE INFORMATION NOTICE

We may report information about your accounts to credit bureaus and debit bureaus. Late payments, missed payments, insufficient funds transactions or other defaults on your account may be reflected in your credit report.

COMMON FEATURES OF YOUR ACCOUNTS

Par Value Requirements. You must complete payment of one share in your Business Share Savings account as a condition of admission to membership. If the balance in your Business Share Savings account falls below the par value of one share, and you do not increase the balance to at least the par value of one share within 30 days of the reduction, you may be terminated from membership at the end of the 30 days.

Notice of Withdrawal. We reserve the right, at any time, to require up to 60 days' notice before each withdrawal from a dividend bearing account other than a time deposit, or from any other savings account as defined by Regulation D.

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

Transaction Limitations.

Accounts as security for loans and other obligations. If you have pledged your shares in the credit union as borrower or guarantor on any loan or other obligation that you owe to us, or if you are delinquent on that obligation, you cannot withdraw an amount that would cause your accounts to fall below the amount that you owe. See your loan documents for more details.

Additional Limitations. Additional limitations may apply to the use of your accounts in accordance with any other Agreements you may have with us, e.g., Business Electronic Funds Transfer Agreement, Digital Banking Disclosure, etc.

National Credit Union Share Insurance Fund. Member accounts in this credit union are federally insured by the National Credit Union Share Insurance Fund.

IMPORTANT TERMS REGARDING OVERDRAFTS

The following terms apply when overdrafts occur on your accounts, regardless of which overdraft service or protection program you choose. This document is incorporated into and is a part of your Business Membership and Account Agreement.

Understanding Your Obligations Regarding Overdrafts

- We use available balance to determine whether you incur overdrafts and associated fees.
- The law permits us to pay items drawn on your account in any order, even if the order in which we pay items causes an overdraft. We pay items in the order they are received, even if such process causes an overdraft. We may honor an item or instruction even if it creates an overdraft or negative balance in your account or if it violates any minimum balance requirement or other requirements of the account, in which case you agree to pay all fees, penalties or other charges imposed on you as well as costs incurred by us.
- Any item or transaction may be presented multiple times when it has been returned unpaid for any reason and we have no control over this. Each presentment will be charged a separate overdraft or NSF fee even if it is on the same item.
- Preauthorization holds for debit card transactions placed on sufficient available funds do not guarantee that an overdraft will not occur, however, if you had a positive available balance at the time the authorization was obtained you will not be charged a fee if, at time of presentment, the account has a negative balance. Transactions may occur after the preauthorization hold that reduces the balance before the final debit card transaction posts to the account (e.g., a previously written check may clear).
- Having the ability to overdraw, even if you have overdraft protection, does not relieve you of your duty to make sure you have enough money in your account to cover your transactions.
- Excessive or repeated overdrafts can lead to suspension or termination of your checking account.
- It is your responsibility to monitor and balance your accounts. You are responsible for any overdrafts caused by you or any joint owner on your account. You must repay any overdraft amounts and bring your accounts current at least once every 30 calendar days.
- We do not have to notify you if your account does not have enough money to cover drafts, fees or other posted items.

NOTE: We have the right to refuse to pay any overdraft in any given situation for any reason. It does not mean that overdrafts will automatically be paid. You must repay all overdraft amounts.

Understanding your “available balance” versus “actual balance”

Your checking account has two kinds of balances: an “actual balance”, and an “available balance”. Both balances will change with any given check, debit card, or other transaction as you use your checking account.

What is “actual balance”?

Your “actual balance” is the actual amount of money in your account at any given moment in time. It may be referred to on your statement as “current balance” or simply “balance”. It reflects items that have been fully processed and actually posted to your account but not transactions that are still processing or “pending”. Some people say these transactions “have cleared my account”.

What is “available balance”?

Your “available balance” is usually a different number than your “actual balance”. Your “available balance” is the portion of your actual balance that is available for immediate withdrawal or to pay other debit items; it takes into account standard funds availability holds under our Funds Availability Policy, as well as any pending debits and credits we have received but not yet posted to your account (for example, preauthorized debit card transactions, pending checks, transfers, withdrawals, or other holds on your account). Items still in process or on hold may be referred to as “pending” on your Digital Banking. The available balance changes throughout the day as transactions occur.

Available balance is the amount of money you have in your account that is available for you to use without incurring an overdraft fee. This is the number you should use when determining whether any of your items or transactions will cause you to overdraw your account.

The following examples show how your balances work and how an overdraft can occur:

- Assume you have an actual balance of \$100.00 and an available balance of \$100.00. (This means that all transactions have cleared and you have no pending transactions because you haven't used your account). Now, if you swipe your debit card at a restaurant for \$35.00, a hold will be placed on your account as the transaction is processed, and your available balance will be reduced to \$65.00. Your actual balance, however, remains \$100.00 until that transaction is actually posted to your account.

Now assume that a week prior to the transaction at the restaurant, you had written a check to your friend for \$85.00. She cashes it while your available balance is \$65.00. This will cause an overdraft on your account because the check is for more than the available balance, even though the \$35.00 restaurant transaction has not yet posted to your account. The total transactions were \$35.00 (restaurant) + \$85.00 (check) = \$120.00 when your balance was only \$100.00. Once both transactions are posted to your account, your actual balance will be negative \$20.00 and your available balance will be \$0.00. You will need to deposit more money into your account to avoid further overdrafts and fees.

- Assume you just deposited a large check (over \$5,000.00) into your checking account this morning. Under federal regulations, we can delay availability of those funds for a certain number of days. If we do so, we will notify you at the time you make the deposit. Until the deposited funds have cleared and the hold has been lifted, you will not have those funds as part of your available balance. So, if your available balance at the time you deposit a \$6,000.00 check is \$100.00, your available balance will still be \$100.00 until the hold is lifted. If you had written a check for \$4,000.00 last week and that check is posted before the hold on the \$6,000.00 deposit is lifted, an overdraft will occur.

Reliability of Your Available Balance

You can view both your actual balance and available balance online. The available balance and actual balance listed may not be completely accurate at any given time you view it because it may not yet reflect any pending items, e.g., you may have written checks that have not been cashed or deposited yet or you may have preauthorized recurring payments that haven't processed yet.

You should keep all outstanding items in mind when determining your balance for overdraft purposes. **It is your responsibility to know what transactions you may still have outstanding.**

Will a debit card transaction hold always be the exact same amount as the actual transaction?

No. Some merchants, particularly gas stations, hotels, car rental agencies, and sometimes restaurants will preauthorize an amount greater than your actual transaction. For example, gas stations may preauthorize up to \$75.00 because they don't know how much gas you will buy at the time you swipe your card. This hold should only last a few hours before it is released and the actual transaction amount is known. This actual amount is often referred to as the "final settlement request" by the merchant to the bank.

A hotel may preauthorize an amount equal to one night's stay at the time you make reservations. When you check in, it can also place another authorization to cover any incidental expenses you may incur during your stay. Once you check out and the hotel processes the transaction, the actual amount that you incur (final settlement) will be posted.

Car rental agencies can also preauthorize an amount greater than the rental to cover any incidental expenses you may incur and will process the actual amount (final settlement) once you return the vehicle and the rental contract is completed.

We cannot control the amount a merchant asks us to authorize, or when a merchant submits a transaction for payment. The length of time an authorization hold is in effect may differ from merchant to merchant. Even if a pending transaction hold has been dropped from your account, we must pay it when received for payment. Sometimes, previously authorized transactions may be paid into overdraft if other transactions have reduced your available balance before the pending transactions are sent to us for payment.

TERMS AND CONDITIONS OF YOUR DEBIT CARD

This Agreement explains the rules which govern your business debit card and account services with us. Please read this Agreement carefully and keep them in a safe and convenient place. All services are further governed by the terms and conditions set forth in any other application or agreement we require; together with our Bylaws, policies and procedures, which are herein collectively referred to as "Agreement". This Agreement governs any transfer or withdrawal of money from your account initiated by or through the use of your business debit card its business debit card number, or any other associated access device by any means or in any manner.

Definitions: In this Agreement the words "**you**" or "**your(s)**" means the Company or Business entity with whom this Agreement is made together with all authorized users as explained herein. "**We**," "**us**," "**our**," or "**Credit Union**" means Blaze Credit Union. "**Authorized User**" means any person who has actual, implied or apparent authority, or to whom any owner has at any time given any information, access device or documentation that enables such a person to access, withdraw, make transactions to or from your accounts, or to use any of your account services. If any Authorized User authorizes anyone to use your access device(s), that authority shall continue until you specifically revoke such authority by notifying us in writing or as required by applicable laws. This authorized user definition is intended to be construed broadly and includes without limitation all users acting under a written document such as a power of attorney as well as any person or entity that is authorized to make deposits or debits to or from your accounts with us.

Issuance of Cards and/or Access Device(s): Card(s) and/or access device(s) (together "Access Device(s)") will be used by your employees, agents, or other persons to whom the Access Device(s) are provided (all of whom shall be deemed "Authorized User(s)" under the terms of this Agreement) to initiate withdrawals or transfers from your account(s) via ATMs/ITMs, through participating merchants, and other transactions using such Access Device(s). You represent to us that the Access Device(s) are intended to be used for business, commercial, or agricultural purposes, and not for personal, family or household purposes. The use of Access Device(s) for any consumer purpose is a breach of this Agreement and may result in the immediate termination of the Agreement.

We are authorized to debit your Account for each purchase, cash withdrawal, or other transaction made with the Access Device(s), unless we have received a Notice of Cancellation in the manner set forth below and we have had a reasonable time to act on such notice. You acknowledge that you are responsible for payment of all transactions arising from the use of the Access Device(s).

Liability and Promise to Pay. You agree to be unconditionally and without limitation liable for all transfers effectuated by use of the Access Device, whether authorized or unauthorized, whether utilized by Authorized User(s) or some other person, and whether arising from Access Devices lost, stolen, or counterfeited. Any person who is granted use of any Access Device(s) shall be deemed a third party beneficiary of the accommodation extended hereunder and of the terms and conditions of this Agreement.

We will be liable only for our own negligence or willful misconduct and will not be responsible for any loss or damage arising from or in connection with: (1) any inaccuracy, act or failure to act on the part of any person not within our reasonable control, or (2) any error, failure, or delay in execution of any transfer resulting from circumstances beyond our reasonable control, including, but not limited to, any inoperability of communications facilities or other technological failure. Provided we have complied with our obligations under this Agreement, you agree to indemnify, defend, and hold us harmless against any claim of a third party arising from, or in connection with, this Agreement or the service we provide hereunder. We shall have no liability for consequential, punitive, indirect or special damages under any circumstances. We shall not be liable for circumstances beyond our control, such as fire, flood, and other acts of God, that prevent a transaction from being completed.

Your Notice Obligations: You shall immediately provide us with a notice that an Access Device has been lost, stolen, misplaced, or used without authorization, or that you wish to cancel or terminate an Access Device (any such notice is called "Notice of Cancellation"). Any Notice of Cancellation may be made by calling us during normal business hours or the numbers on our website, but you shall follow any oral notice with a written notice confirming the oral notice within two (2) business days. Any Notice of Cancellation must refer to the Access Device number, and a written Notice of Cancellation must be addressed as follows: PO Box 130670, Roseville, MN 55113. You will use your best efforts to recover and terminate the Access Device, and to promptly return it to us. We will not be obligated to act on any oral or written Notice of Cancellation unless the notice has been delivered to the telephone number or mailing address set forth above, the notice has actually been received by us and we have had a period of not less than two (2) business days after actual receipt of a Notice of Cancellation to act thereon. Even after an Access Device has been cancelled, transactions for which we are responsible under applicable network rules may be posted to the Account.

Requesting New/Additional Access Device(s): You may request that new Access Device(s) be issued to additional Authorized User(s) by providing us with written notice of (1) the number of Access Device(s) to be issued; (2) the name(s) of the Authorized User(s); and (3) any other pertinent information required by us.

You agree (1) to instruct your Authorized User(s) to use the Access Device(s) only in accordance with this Agreement and any internal policies that you may establish regarding the use of the Access Device(s); (2) that any policies that you have established regarding the use of Access Device(s) have not been reviewed by and are not binding on Credit Union or any network that accepts the Access Device(s); (3) You will maintain sufficient funds in the Account to cover transactions made with Access Device(s) and will indemnify and hold us harmless for any transaction made using the Access Device(s); (4) You are solely responsible for the security of the Access Device(s) and for the actions of any person that you permit to use the Access Device(s), and for all use of the Access Device(s) whether by an Authorized User or by another person, unless you have provided a Notice of Cancellation as set forth above and we have had a reasonable period of time to act on the notice; and (5) there are no limits to your liability if the Access Device or PIN is lost or stolen, except as set forth herein.

Consent to the Scope of Rules Governing these Service(s): You consent to be bound by the terms of this Agreement and any other agreements you have with us, together with all applicable state and federal laws and regulations, other industry rules and regulations, and normal banking customs and practices. This Agreement includes any Rules issued by third parties including but not limited to the National Automated Clearing House Association or VISA/MASTERCARD, which rules are incorporated herein by reference. In addition, this Agreement shall be governed by applicable operating circulars of any Federal Reserve Bank, any applicable federal laws and regulations. To the extent that the terms of any such third party agreements provide for specific processing, reporting or other time periods, or require you to make any claims or provide any notifications or responses, then the third parties' requirements and rules shall govern despite any other general or specific terms or conditions set forth in the entirety of this Agreement.

HOW TO NOTIFY US CONCERNING ERRORS, QUESTIONS OR TELEPHONE TRANSFERS: Call us at 651.215.3500 or 888.347.7473. Or write to us at PO Box 130670, Roseville, MN 55113.

Overdrafts: If the payment of an item does overdraw the Account, we may charge all or a portion of the item against any deposit account you maintain with us. You agree that we have the right to place an immediate hold on funds in any of your deposit accounts to pay for Access Device (recurring debit card) transactions which are subsequently presented to us for payment. If we pay an Access Device (recurring debit card) item which results in an overdraft of the Account, you agree to immediately deposit sufficient funds to cure the overdraft. Please see the "Important Terms Regarding Overdrafts" section for additional information.

Statements: You will receive a periodic statement showing, among other things, all debits made by use of the Access Device(s). You agree to promptly review the periodic statement and notify us in writing at the address indicated above of any disputes regarding any Access Device transactions.

Disclosures to Others: We will disclose information to third parties about your account: (1) where it is necessary for completing a transaction; (2) in order to verify the existence and condition of your account for a third party, such as a merchant; (3) in order to comply with a government agency or court order; (4) if you give us written permission; or (5) as otherwise required by applicable law.

Lien to Secure Obligations: You grant us a consensual security interest in all of your deposit accounts to secure payment of all amounts you owe us at any time. You authorize us to hold and apply funds in any of your deposit accounts maintained with us against any present or future indebtedness you may have to us.

Termination: We shall have the right, at our sole discretion, to terminate your privileges hereunder. All Access Devices shall be canceled effective upon termination of this agreement and you shall return all Access Devices to us. You shall remain liable for all debits or other charges incurred or arising by virtue of the use of the Access Device(s) prior to the termination date.

Temporary Holds. To facilitate certain electronic transactions we may place temporary holds on funds in your accounts. These holds may be for periods of up to 30 days. We can neither control the parties with whom you do business nor regulate the processing of transactions through the commercial networks used to facilitate your transactions; Therefore, transactions may be processed after the expiration of any such temporary holds, and it is your obligation to insure that sufficient funds are on deposit at all times to cover the your transactions. In addition, most transaction networks and the rules they operate under allow merchants to obtain approvals for sums greater than the actual amount of the charge that will eventually be debited from your account. Therefore, there may be a temporary freeze against all or a portion of your funds that cannot be used for other transactions, which can result in an overdraft. Both of us are subject to these network transaction rules, which are the standard for the Access Device industry. **In some instances (e.g., hotels and car rentals) the merchant will obtain authorization for up to three times the expected billing, which can remain against your account for the time periods indicated.** Note: Using your Access Device to settle your bill at departure does not generally subject you to the delayed hold release. You are fully responsible for managing your account in light of these considerations, which are not within our control; and you are responsible for any overdrafts that occur due to such holds imposed via the parties with whom you transact business using the services governed by this Agreement.

ACCESS DEVICE AUTHORIZATION HOLDS

When you use your Access Device, the merchant sends us the amount for authorization. This amount is placed on hold and removed from your Available balance. The hold is released once the transaction clears. The hold helps determine the Available balance on your account.

Transaction Limitations and Fees: You may not exceed the limitations set forth at account opening, or such other time that we may agree to from time to time.

General Terms: We may from time to time amend the terms of this Agreement to the extent allowed by applicable federal and state law, which amendments shall apply to all transactions on your account(s). This Agreement and all services provided under this Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. You agree that venue for any action brought under this Agreement shall be in the State and county where we maintain our principal business offices. If any law or judicial ruling renders any term or condition of this Agreement unenforceable, the remaining terms and conditions shall remain in full force and effect. We reserve the right to waive enforcement of any of the terms set forth in this Agreement regarding any Transaction or series of Transactions. Any such waiver will not affect our right to enforce any of our rights with respect to any owner, user or other applicable person/party; or to enforce any of our rights with respect to other Transactions. Any such waiver shall not modify the terms and conditions of this Agreement. Any controversy or claim arising out of or relating to this Agreement, including any breach of the Agreement, shall be settled by binding arbitration before a single arbitrator in accordance with Minnesota law and the Commercial Arbitration Rules of the American Arbitration Association. We and you expressly consent to venue and arbitration in St. Paul, Minnesota. The decision of the arbitrator is final, and there shall be no right of appeal. Any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The fees and costs of the arbitrator shall be shared equally by you and us. The prevailing party shall be entitled to recover its reasonable attorney fees and costs.

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

Additional Fees for Transactions in a Foreign Currency and "Cross-Border" Transactions. Currency Conversion Fee: If you effect or authorize a transaction with your access device in a currency other than US Dollars, VISA / Mastercard will convert the fee into a US Dollar amount. The VISA / Mastercard currency conversion procedure includes use of either a government mandated exchange rate, or a wholesale exchange rate selected by VISA / Mastercard, as applicable. The exchange rate VISA / Mastercard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of the purchase or the date the transaction was posted to your account. A Currency Conversion Fee of up to 1% will be applied to transactions that are converted from foreign currencies to U.S. dollars. **Cross-Border Transaction Fee:** In addition, VISA / Mastercard charges us a Cross-Border Assessment up to 1% on each transaction on all cross border transactions regardless of whether there is a currency conversion. For purposes of this Section, "cross-border transaction" shall include both (a) transactions initiated in a foreign country which are subsequently settled in the United States, and (b) transactions initiated in the United States but which are ultimately settled in a country outside of the United States. We will assess these fees to you to reimburse it for the fee it is required to pay for each of your transactions subject to these terms. The Cross- Border transaction fee will be shown separately on your periodic billing statement. The Currency Conversion Fee, if it applies to the transaction, will be included in the transaction amount posted on your statement.

Prohibited Transactions. You warrant and agree that you will not use any of our Accounts or Services, including but not limited to loans, to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute a breach of this Agreement. Certain federal and/or state laws or Third Party Service Providers' Rules may limit or prohibit certain transactions such as (but not limited to) those coded as possible gambling transactions. We may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us or otherwise) under applicable law; or which is otherwise limited or prohibited, including but not limited to any transaction involving or relating to any gambling activity. Such prohibition or limitations may affect some otherwise proper or allowable transactions such as debits, charges or other transactions at or relating to a hotel-casino. You understand and agree such limitations/prohibitions are not within our control and that we will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction. You further agree to indemnify and hold us harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from any such use of your account and/or access devices.

UNIFORM COMMERCIAL CODE FUNDS TRANSFERS AGREEMENT AND DISCLOSURE

- 1. Summary and Definitions.** This Agreement governs the movement of funds by means of funds transfers defined in Article 4A of the Uniform Commercial Code, Subpart B of Regulation J of the Board of Governors of the Federal Reserve System (generally referred to as "Fedwire" or "wholesale" wire transfers), and as may be applicable the operating rules for the National Automated Clearing House Association ("NACHA"). This Agreement does not apply to any transaction or any part of any transaction governed by the Electronic Funds Transfer Act and Regulation E. To the extent that the terms of this Agreement vary from the other agreements or disclosures in this Booklet, this Agreement shall govern. Further, to the extent that this Agreement varies any provision of Article 4A, Regulation J or the operating rules of NACHA, this Agreement shall govern, except where specifically prohibited by applicable law.
- 2. Services Available.** You authorize us to transfer funds in accordance with your request(s) to and from your account(s) with us, or to and from another institution. Transfers shall be made according to any security procedures we deem appropriate or as specifically agreed upon as provided herein. We may debit any of the accounts you designate as a source of payment for funds transfers and any related fees and service fees. We will have no obligation to accept or execute any payment order if (1) the account(s) from which it is to be made does not contain sufficient available collected funds; (2) the payment order is not authorized or does not comply with applicable security procedures; or (3) acting in good faith we have reasonable cause for rejecting the payment order.
- 3. Person(s) Authorized to Make Transfers.** You agree that you, any authorized signer of an account, or any person authorized by a written instrument by you or any authorized signer, that is acceptable to us, may initiate, request, cancel, amend or verify transfers on your account(s). We may rely on the authority of any person(s) designated by you or any authorized signer until we receive written notice revoking or modifying that authority.
- 4. Security Procedure(s).** We may establish security procedures to verify the authenticity of a payment order. You agree that the authenticity of payment orders may be verified using that security procedure unless you notify us in writing that you do not agree to that security procedure. In that event, we shall have no obligation to accept any payment order from you or other authorized parties on the account until you and we agree in writing to an alternate security procedure. You authorize us to record any telephone communications regarding any transfer order, which we may maintain for any period of time we deem appropriate.
- 5. Time Limitations for Acceptance of Orders.** We may establish and change cut-off times for the receipt and processing of funds transfer orders, amendments or cancellations. Our transfer business days and cut-off times are set forth in the ACH Agreement, as amended from time to time. Transfer orders, cancellations or amendments received after the cut-off time may be treated as received on the next following funds transfer business day, and processed accordingly. Your request for transfer(s), amendment(s) and cancellation(s) is considered accepted when executed by us.
- 6. Cancellation or Amendment of Transfer Request(s).** You may not be able to cancel or amend a request after it is received by us. However, we may, in our sole discretion, use reasonable efforts to act on your request for cancellation or amendment. Any request for cancellation or amendment is subject to applicable security procedure(s). We shall have no liability if such cancellation or amendment is not effected. Furthermore, you agree to indemnify and hold us harmless from any and all liabilities, costs and expenses we may incur in attempting to cancel or amend any transfer.
- 7. Member Instructions Identifying Beneficiary or Financial Institution.** You acknowledge and agree that when you provide us with the name and account number when requesting a transfer, that payment may be made solely on the basis of the account number even if the account number identifies a beneficiary different from the beneficiary named by you. Further, payment instructions identifying a beneficiary's financial institution name, routing and transit number may result in payment solely on the basis of the routing and transit number even if the name of the institution does not correspond to said numbers. You further agree that your obligation to pay the amount of the wire transfer to us is not excused in such circumstances. Likewise, wire transfers received by us for your benefit may be paid by us solely on the basis of account number.
- 8. Account Statements and Notices.** Please see "Statements and Copies of Checks" in the Business Membership and Account Agreement earlier in this document for your rights and responsibilities regarding review of statements and transactions and reporting of errors or disputes.
- 9. Method Used to Make the Wire Transfer.** We may select any means for the transmission of funds we consider suitable, including but not limited to our own internal systems or Fedwire. Any subsequent financial institution may also use Fedwire. Any use of Fedwire shall be governed by applicable Fedwire regulations. We are not responsible for performance failure as a result of an interruption in transfer facilities, labor disputes, power failures, equipment malfunctions, suspension of payment by another party, refusal or delay by another financial institution to accept the transfer, war, emergency conditions, fire, earthquake or other circumstances not within our control.
- 10. Limitation of our Liability.** In addition to any defense or exception from liability provided in this Agreement or applicable law, we shall not be liable in any case for any special, indirect, exemplary, consequential or punitive damages (including lost profits). Further, we shall in no case be responsible for the payment of any attorneys' fees or other legal expenses whatsoever. If we become obligated to pay dividends to you under applicable law, you agree that the dividend rate shall be equal to the dividend rate applicable to the account on which the transfer was made.
- 11. Provisional Payment.** We may in our sole discretion give you a credit for automated clearing house (ACH) payments or wire transfers before we receive final settlement of the funds transfer. We reserve the right to reject any such payment or transfer without liability to you. Any such credit is provisional until we receive final settlement. If we do not receive such settlement, we are entitled to a refund from you in the amount provisionally credited.
- 12. Governing Law.** This Agreement is governed by our Bylaws, federal laws and regulations, local clearing house rules, and the local laws (including applicable principles of contract law) and regulations of the state of Minnesota. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in Ramsey county.

FUNDS AVAILABILITY POLICY

This policy only applies to the availability of funds in transaction accounts. Transaction accounts are accounts which permit an unlimited number of payments to a third party and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking/draft accounts are considered transaction accounts, whereas share, money market and share certificates are not considered transaction accounts. We reserve the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed in this policy. Please ask us if you have questions about which accounts are affected by this policy.

Your Ability to Withdraw Funds

Our policy is to make funds from your cash, check, and electronic deposits available to you on the same business day that we receive your deposit, unless they involve an International ACH Transaction. See below for more information on International ACH Transactions. Once they are available, you can withdraw the funds in cash and we will use the funds to pay transactions on your account.

Longer Delays May Apply

However, in some cases, the availability of funds may be delayed under the following circumstances.

Case-by-Case Holds: Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225 of your deposits, however, will be available on the same business day of your deposit.

If we are not going to make all of the funds from your deposit available on the same 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 the notice by the next business 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.

Exception Holds: In addition, funds you deposit by check may be delayed for up to the seventh business day after the day of your deposit under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of 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.

Special Rules for New Accounts

If you are a new member the following special rules may apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the next business day after the day of your deposit if the deposit meets certain conditions, for example, the checks must be payable to you. The excess over \$5,525 will be available on the seventh business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the seventh business day after the day of your deposit.

Holds on Other Funds

If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

Deposits at Automated Teller Machines/Interactive Teller Machines

Funds from any check deposits made at automated teller machines (ATMs) or interactive teller machines (ITMs) will be available as follows: The first \$225 will be available the same business day of your deposit. The remainder of the deposit may become available on the second business day after the day of your deposit or sooner.

Business Days and Cut-off Times at ATMs

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit at an ATM before 2:00 p.m. Central Time on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after that time or on a day we are not open, we may consider that the deposit was made on the next business day we are open depending on the machine capabilities. Items placed in the night depository located at one of our branch locations will be processed the following business day.

International ACH Transactions

International ACH Transactions (IAT) that are transmitted to or from any of your accounts may be identified and designated by us for review and examination under the Office of Foreign Assets Control Rules and Regulations (OFAC Rules). In such a case, settlement of the IAT may be delayed or suspended, and may be terminated under applicable OFAC Rules. You also acknowledge that we may be required to place an indefinite hold on funds covered by the IAT if the IAT is required to be terminated under OFAC Rules. You agree that any such delay is permissible under the laws applicable to the availability of funds held in deposit accounts. In the event an IAT is delayed or terminated, we will provide you such notice as may be required by applicable law.

Foreign Checks or Drafts

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 policies outlined in this disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which it is drawn.

Substitute Checks and Your Rights-Important Information About Your Checking Account

What Is a Substitute Check?

To make check processing faster, federal law permits financial institutions 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.

If you request a copy of a check from us, it may be a substitute check. This notice 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 dividends on the amount of your refund if your account is a dividend-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 the amount of the check (plus dividends if your account earns dividends) within 10 business days after we received your claim.

We may reverse the refund (including any dividends 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 that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at PO Box 130670 Roseville, MN 55113, 651.215.3500 or 888.347.7473. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that 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 that 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.