



651.215.3500
888.347.7473
blazecu.com

PERSONAL TERMS AND CONDITIONS

MEMBERSHIP AND ACCOUNT AGREEMENT

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.

This agreement covers the rights and responsibilities of both parties concerning accounts we offer. In this agreement, the words "you" and "yours" mean anyone who signs a membership or account application, account update or similar document. The words "we," "us," "our," and "Credit Union" mean Blaze Credit Union (Blaze). The word "account" means your Share Savings or any other savings account not governed by a separate account agreement. The word "checking/debit" means any share draft account you have with us. The word, "party" means a person who, under the terms of the account, has a present right, subject to request, to payment from a multiple-party account other than as an agent. A Payable on Death (POD) beneficiary is a party only after the account becomes payable when the beneficiary survives the original party. Unless the context otherwise requires, it includes a guardian, conservator, personal representative, or assignee, including an attaching creditor, of a party. It also includes a person identified as a trustee of an account for another whether or not a beneficiary is named, but it does not include any named beneficiary unless the beneficiary has a present right of withdrawal.

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 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 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, your Membership Application, the Privacy Policy, Truth-in-Savings Disclosure Personal Rates Schedule and Personal 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 and access to the Courtesy Pay Program. Subject to applicable law, we may suspend some or all electronic services, ATM/debit cards, access to your checking/debit or other account(s) and access to the Courtesy Pay Program, 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.

APPLYING FOR MEMBERSHIP AND OPENING ACCOUNTS

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 Personal Fee Schedule, and maintaining at least that amount, in your 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 and to vote in elections. You are entitled to one vote. Shares may be issued in the name of an individual, jointly, or in other ways (e.g. in trust, or in the name of a minor) in accordance with our Bylaws and policies.

Consensual Pledge of Shares/Accounts; Security Interest; Consensual Lien; Statutory Lien; Right to Set-off; Administrative Freeze. By signing the 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.

TYPES AND OWNERSHIP OF ACCOUNTS

We offer a variety of deposit and transaction accounts for which you may apply, including savings, checking, and money market accounts which have no particular term or maturity date associated with them; and certificate accounts, which must be maintained for a particular amount of time. Requirements of the accounts such as term, minimum opening deposit or minimum balance requirements, fees, and penalties are set forth in detail in your other documents such as the Truth-in-Savings Disclosure; Personal Rates Schedule; Personal Fee Schedule; certificate receipt; this Agreement; and other agreements that you may have with us. Ownership of the accounts may be held in a number of ways, such as individually, jointly, in trust, etc. Your account type(s) and ownership features are designated at the time you open the account.

Not all accounts or services may be offered at any given time. We may occasionally offer enhancements or additional benefits to certain accounts or services such as purchase awards or travel accident insurance or other features at no additional cost to you. These features are offered solely at our discretion and can be changed or discontinued at any time with no prior notice to you.

The following describes the types of accounts that are generally available at Blaze. All accounts may not be offered or available at any given time.

Savings, Checking and Money Market Accounts. You may open and close one or more share or savings accounts, checking/debit accounts, or money market accounts, and may periodically deposit and withdraw funds from those accounts via access methods made available to you from time to time, including, but not limited to, checks, ATM Cards; debit cards; telephone; in person; Digital Banking; and electronic funds transfers ("EFTs") such as ACH, direct deposit, wire transfers, or preauthorized transfers. All transactions are subject to and in accordance with this Agreement and all other agreements you have with us, including, but not limited to, the Funds Availability Policy; Truth-in-Savings Disclosure; Personal Rates Schedule; Personal Fee Schedule; Courtesy Pay Agreement; Electronic Funds Transfer Agreement and Disclosures; and Wire Transfer Agreement.

Certificate Accounts: Certificate accounts have stated maturity dates, and funds in those accounts are subject to penalty if withdrawn prior to the maturity date. Exact terms of the particular account such as maturity date, Annual Percentage Yield (APY), early withdrawal penalty fees, whether the account automatically renews; and other information will be provided at the time you open the account.

IRA and Coverdell Education Savings Accounts (CESA). IRA accounts are individual retirement accounts and CESA accounts are used to save for your child's college education. These accounts may be in the form of certificates or other type of account. There may be restrictions on contributions, withdrawals, and other features of the accounts according to Federal law and guidelines. Funds may be tax deductible and/or tax-deferred. We do not provide tax advice; you should consult with a qualified tax advisor regarding any funds you may have in these accounts. You may be required to sign a separate agreement upon opening these accounts.

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 Truth-in-Savings Disclosure Personal Rates Schedule or similar document at the time you open your account.

The following describes the types of ownership by which an account may be held.

Individual Accounts. An individual or single-party account is an account owned by one person, including an individual, corporation, trust, or other organization qualified for Blaze membership. If the account owner dies, the owner's interest passes, subject to applicable law, to the decedent's estate or Payable on Death (POD) beneficiary or trust beneficiary, subject to other provisions of this Agreement and applicable law.

Joint or Multiple Party Accounts. An account owned by two or more persons is a multiple party account. Designating Joint Owner(s) will create joint tenancy ownership rights with rights of survivorship. This means that you intend and agree that the balance in the account, upon the death of any party to the account, shall belong to the surviving owner(s). A surviving owner's interest is subject to our statutory lien rights, consensual lien rights, the right of set-off, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

We reserve the right to require all owners to sign the Membership Application. Any and each owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature of any other owner(s). Any owner may withdraw all funds, stop payment on items, transfer funds into or out of the account, block or terminate any service or access device, request an account change due to fraud or pledge to us all or any part of the accounts without the consent or knowledge of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account, but are not required to do so. If we receive written notice of a dispute between owners or inconsistent verbal / written instructions from them, we may act on any or none of the instructions or, alternatively, we may suspend or terminate the account and require a court order or written consent from all owners to act. Only the member may add additional owners to the account(s). Once a joint owner has been added to an account we will require the joint owner's signature to remove themselves from the account. The member or any other owner on the account does not have the power to remove a joint owner.

Ownership rights and disputes involving the funds in your accounts are subject to your Agreements with us, and applicable state or federal law. We shall not be liable to any owner if we in good faith act upon a valid court order from a court of competent jurisdiction. We will also not be liable if we in good faith refuse to act upon a court order or any instruction from any owner. All owners will be jointly and severally liable for any and all expenses, fees and costs, including reasonable attorney's fees that we incur, in connection with any dispute regarding the account, regardless of whether the dispute is initiated by an owner or third party. By signing the Membership Application, each of you authorizes us to take these expenses from any of your account(s) without prior notice to you.

If a deposited item in a multiple party account is returned unpaid, an account is overdrawn, or if we do not receive final payment on a transaction, all owners, jointly and severally, are liable to us for the amount of the returned item, overdraft, or unpaid amount and any fees or expenses that we incur, including reasonable attorney's fees, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of any owner or against all funds in the multiple party account regardless of who contributed them and to what extent.

Payable on Death (POD) Accounts. (1) If you have designated more than one Primary Beneficiaries, the proportionate share of each must total 100% and that if no percentage is indicated, they will be deemed to have equal shares; (2) If you have designated more than one Contingent Beneficiaries, the proportionate share of each must total 100% and that if no percentage is indicated, they will be deemed to have equal shares; (3) Any sums remaining on deposit will only be payable to the Contingent Beneficiaries if **all** Primary Beneficiaries predecease the last surviving account owner; (4) Any beneficiary designation shall **not** apply to Individual Retirement Accounts (IRAs) or Health Savings Accounts (HSAs) which are governed by separate account agreements and beneficiary designations; (5) If we are notified of any dispute regarding the rightful owner of any sums on deposit or if multiple parties have asserted a right to the sums on deposit, we may place a hold on the funds and refuse payment except upon a court order; and (6) If we incur any legal costs (including reasonable attorneys' fees) as a result of any claims relating to the POD Account, we shall be entitled to deduct our costs and fees from any sums on deposit. Only the member may change any POD beneficiary designation upon written notice to us, on a form approved by us.

Accounts for Minors. We reserve the right to require any account established by a minor to be a multiple party account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or other amounts owing on such account. We may require the minor to sign the Membership Application if they are so capable; otherwise, a parent or legal guardian/adult shall sign the Membership Application on behalf of the minor, as well as in their own capacity. We may pay funds directly to the minor without regard to their age. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. Continued use of any account with us after the minor reaches the age of majority, shall be deemed a ratification of this Agreement.

Uniform Transfers to Minors Account (UTMA). An account established under the Uniform Transfers to Minors Act (UTMA) is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The account is governed by the State of Minnesota UTMA. The minor to whom the gift is made is the beneficiary of the custodial property in the account and as such, the funds in the account belong to the minor. The custodian has possession and control of the account for the exclusive right and benefit of the minor and barring a court order otherwise, is the only party entitled to make deposits, withdrawals, or close the account. We have no duty to inquire or investigate regarding the use or purpose of any transaction or the propriety or impropriety of any action taken by the custodian. If the custodian dies, we may place an administrative freeze on the account, until we receive instructions from any person authorized by law to withdraw funds or a valid court order authorizing withdrawal. Any successor custodian must provide us with, and complete all, written documentation to our satisfaction that authorizes such custodian to act legally on behalf of the minor and ensuring that all applicable laws have been followed. When the beneficiary reaches the age of majority, the custodian is responsible to transfer the funds over to the child, and no further deposits should be made. We will not be liable for any disputes arising from withdrawal at the time the minor reaches the age of majority. The account will otherwise terminate and be distributed in accordance with applicable law. For UTMA accounts, the child's SSN/TIN is used for the Backup Withholding Certification. The custodian or the minor must qualify for membership at time of account opening.

Fiduciary Accounts. We may open accounts pursuant to any court order, trust agreement, or similar authority in accordance with your desire to establish an account for a trust, probate, custodial, or other fiduciary purpose. Because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. The person acting as agent, guardian, custodian, personal representative, trustee or other fiduciary capacity shall be designated as such on the Membership Application. Such designation is an instruction to us that the account owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. For those accounts, the designated representative listed on the application is the Attorney in Fact to deposit or withdraw funds held in the designated accounts. The agent has no ownership interest in the account(s) or voting rights in Blaze. We have no duty to inquire or investigate regarding the use or purpose of any transaction or the propriety or impropriety of any action taken by the designated representative.

If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection.

TRANSFERS OR DEPOSITS TO YOUR ACCOUNT(S)

Deposit and Collection of Items. 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.

Direct Deposits. We may offer preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize each direct deposit or preauthorized transfer with the company that is initiating the direct deposit or automatic transfer. Upon a bankruptcy filing, unless you cancel an authorization previously authorized with the company that's initiating the direct deposit or transfer, we will continue making direct deposits or transfers to your account. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law. You authorize us, if your account is overdrawn, to deduct the amount that your account is overdrawn from any deposit, including deposits of government payments or benefits.

Crediting of Deposits. Deposits made after the deposit cutoff time and deposits made on either holidays or days that are not our business days will be credited to your account on the next business day. Items placed in the night depository located at one of our branch locations will be processed the following business day. Please refer to the Funds Availability Policy for additional information.

Liability. In receiving and processing items for deposit or collection, we act only as your collection agent and we assume no responsibility beyond our obligations of good faith and ordinary care. We exercise ordinary care if our actions or inactions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the area we serve. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection and any items and their proceeds will be handled in accordance with applicable Federal Reserve and Clearing House rules and other applicable law.

If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if: (1) your account contains insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your negligence 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. 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 Account Agreement. Any conflict will be resolved by reference to this Agreement.

Endorsements. We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if made payable to individual or multiple account owners, even if they are not endorsed by all payees. If you fail to properly endorse an item, you authorize us to supply any missing endorsement, but we are not required to do so. If a check, draft, or item is ambiguous as to whether it is payable to any or all account owners, we may process the check, draft, or item as though it is payable to any account owner. We may require that certain government checks, insurance company items, or other check or draft be personally endorsed by each and all payees. Endorsements must be made on the back of the share draft or check within 1 1/2 inches from the trailing edge, although we may accept endorsements outside this space. You agree it will be your responsibility to reimburse us for any loss or expense we incur resulting from an irregular endorsement or other markings by you or any prior endorser. If you have been approved to use the mobile/remote deposit capture services you agree to restrictively endorse each original check or draft in accordance with your Mobile/Remote Deposit Capture Agreement and any other agreement with us that governs this service prior to transmitting check or draft images.

Restrictive Legends or Endorsements. We are not liable for payment of any check or draft if paid contrary to the restrictive legend or restrictive endorsement or limitations contained on checks or drafts without our knowledge, unless we have specifically agreed in writing to the restriction or limitation. Examples of restrictive legends are "must be presented within 60 days" or "valid up to \$1,500.00." An example of a restrictive endorsement is, "for deposit only".

Charge-back; Right to Set-off. All items including checks, Automated Clearing House (ACH) transfers or other transfers credited to your account are provisional until we receive final payment. We may charge-back, or debit, your account for the amount of such items under the following circumstances: (1) if final payment is not received; or (2) if, within the normal handling period for such item, the item cannot be honored against the drawer's account; or (3) if a deposited item is returned to us by the financial institution on which it is drawn, even if that financial institution failed to return the item before its midnight deadline; or (4) any other circumstances allowed by law. We may charge-back your account regardless of whether the other financial institution returned the item before its midnight deadline. You further authorize us to pursue collection of previously dishonored items, and you acknowledge that this may permit the payor bank to hold an item beyond the midnight deadline. When charging-back your account, we may also charge your account with a return item charge and any collection fees or expenses, including reasonable attorney's fees. You acknowledge and agree that we may charge-back your account even if it causes your account to have insufficient funds, and you agree to replenish the funds in your account and to pay any and all overdraft, return, or non-sufficient funds fees and charges. You specifically agree that we may exercise our security interest and right to set-off against any other deposit accounts that you have with us to recover any of these amounts.

Foreign banks. We reserve the right to refuse or return any item or funds transfer. Items drawn on an institution located outside the United States are handled on a collection basis only.

Waiver of notice. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account.

TRANSFERS OR WITHDRAWALS FROM YOUR ACCOUNT(S)

Account Access; Honoring Items; Limitations. You may withdraw or transfer funds from your account(s) in any manner we permit (e.g., by writing a check; using an ATM or debit card at point-of-sale or at an automated teller machine; in person; by mail; by automatic or preauthorized transfer, ACH, wire transfer or other electronic transfer; by telephone or Digital Banking or bill pay services, or other means made available to you). If the transaction request is made by remote means such as telephone, we are not responsible for any request or order that we believe to be genuine; we can also refuse to honor such request or order if we in good faith do not believe it to be genuine or have reason to doubt the identity or authentication of the requestor. Your ability to transfer funds from your account is always subject to having sufficient available funds in the account(s) and is subject to this and the other Agreements you have with us, including, but not limited to, the Funds Availability Policy. You understand that "Available Balance" is different than "Actual Balance". Actual Balance is the balance that includes cleared posted transactions. Available Balance is the Actual Balance minus any pending items such as checks that have not yet cleared or authorization holds when you use your debit card. If you do not have a sufficient Available Balance, we may reject your ability to transfer or withdraw funds or may not honor your transactions. You authorize us to honor transactions initiated by a third party to whom you have given your account number even if you do not authorize a particular transaction. If there are sufficient funds to cover some, but not all of your withdrawal, we may allow those withdrawals for which there are sufficient funds in any order at our discretion.

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 may honor any 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. We may return as unpaid any item drawn on a form we do not provide or approve, and you are responsible for any loss we incur handling such an item.

To process certain electronic transactions, we may place a temporary hold on your funds which may be for 36 hours or more. We have no control over the other parties to the transactions or the commercial networks used in facilitating the transactions. It is your responsibility to make sure you have sufficient funds in your accounts to cover all transactions, regardless of when those transactions may clear.

We may refuse to allow a withdrawal in some situations, and will advise you accordingly. For example: (1) a legal garnishment or attachment is served; (2) the account secures any obligation to us; (3) required documentation has not been presented; (4) you fail to make payments on a loan that you have with us; or (5) any other reason allowed by applicable law. 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.

Authorized Signature; Facsimile Signature Device; Forged Checks. Your signature on the Membership Application is your authorized signature for account access to and from your account(s). We are authorized to recognize this signature for the payment or transfer of funds, payment instructions, or other purposes relating to your account(s) but we may also allow transfers even without your signature. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. However, we are not required to check the signature for authenticity unless our internal policies and procedures require us to (e.g., if a check is written above a stated threshold amount), and you agree that failure to do so does not constitute failure on our part to exercise ordinary care. 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.

Automated Processing of Items. You acknowledge and agree that we have adopted automated collection and payment procedures which are standard and reasonable in the industry. This allows us to process a large volume of items efficiently. However, these automated procedures rely primarily on information encoded onto each item in magnetic ink and does not provide for personal inspection of the item by our staff ("site examination"). You agree that in paying an item, we may disregard all information on the item except that which has been encoded onto the item in magnetic ink, such as identity of drawee bank and amount of the item, even if that information is inconsistent with other information printed or written on the item. You agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for a sight examination of the item. You also agree to reimburse us for any loss or costs (including reasonable attorney's fees), that we incur because the item contained such extra information.

Stale and Post-Dated Items. 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.

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 Personal 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. 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, 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. 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 Personal 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.

Our Courtesy Pay Program does not come with your account for ATM and everyday debit card (point of sale) transactions unless you have notified us that you do want us to authorize and pay these transactions (*i.e. opted in*). Business, HSA, Minor and Builder accounts are not eligible to opt-in to this feature of the Courtesy Pay Program.

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.

Stop Payment Orders. 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, 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 Personal 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.

ACH and Wire Transfers. This provision applies to funds transfers as defined in Article 4A of the Uniform Commercial Code and Subpart B of Regulation J of the Board of Governors of the Federal Reserve System. (e.g., wire transfers). You authorize us to transfer funds according to your instructions ("payment order") to and from your designated account(s), or to and from another financial institution. You also authorize us to charge your account for any related fees or service charges. We may require that transfers follow certain security procedures. We will notify you of any such security procedures and you agree that our security procedures are commercially reasonable. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments and if received after a cut-off time, may be treated as having been received on the next following funds transfer business day. Information about any cut-off times is available upon request. When processing a payment order, payment may be made based solely on the account number provided in the payment order, even if that account number identifies a beneficiary other than the one that you name in the payment order. Similarly, if the payment order identifies the name, routing number and transit number of the beneficiary's financial institution, payment may be made solely on the basis of the routing and transit number, even if those numbers do not correspond to the name of the financial institution that you supplied. You agree that your obligation to pay the wire transfer is not affected if the identifying numbers do not match the named beneficiary or financial institution. You are also responsible for any loss or expenses incurred by a receiving bank which executes or attempts to execute the payment order in reliance on the identifying number you provided. We may also pay wire transfers received by us for your benefit based

solely on the account number. We may refuse to accept or execute any payment order, or an amendment or cancellation thereof, and we shall be deemed to have accepted a payment order or its amendment or cancellation only upon execution thereof. We may reject or refuse to accept or execute a payment order if (1) the designated account(s) does not contain sufficient available or collected funds; (2) the account number that you provide on the payment order does not correspond to any known account with us; (3) the payment order is not authorized or does not comply with applicable security procedures; (4) we are prohibited from doing so due to applicable law; or (5) we have a good-faith, reasonable cause for rejecting the payment order. All transfers shall be shown on your periodic account statement and reflection on the statement shall constitute notice of receipt of the transfer. You may inquire whether a specific transfer has been received at any time during our normal business hours and/or by any means that we provide you for making inquiries on your accounts. We are not responsible for any transmission performance failure as a result of interruption in transfer facilities; power failures; equipment malfunctions; labor disputes; emergency conditions; fire, flood, or other natural disasters; war or terrorist attack; or other circumstances beyond our control. We are also not responsible for transfer failures due to suspension of payment by another party, or refusal or delay by another financial institution to accept the transfer, or if we are prohibited from performing under any applicable law. We shall not be liable for any special, indirect, consequential or punitive damages arising from any failure or delay in processing a payment order or related obligation. In no case shall we pay attorney's fees or other legal expenses incurred in connection herewith. If we become obligated under Article 4A to pay dividends to you, you agree that the rate of dividends to be paid shall be equal to the dividend rate, on a daily basis, applicable to the account to which the funds transfer was made. If you send an international wire transfer that identifies a beneficiary bank located outside of the United States, you agree that we do not guarantee the receipt or timely processing of the funds on the part of the foreign beneficiary bank. At the time of the international transfer request, you will receive a receipt and disclosures regarding the transfer, including your rights regarding cancellation and resolution of errors, in accordance with Regulation E. By sending an international wire transfer, you understand that we have no control over how or when the funds are received or processed by the foreign beneficiary bank and that it could take up to one month or longer for the wired funds to be processed by the foreign beneficiary bank. Therefore, except as otherwise provided in Regulation E, (a) you understand and acknowledge that by sending an international wire transfer according to the financial institution and account information you provide us, you accept all risk associated with your wire transfer request; and (b) we will not be held liable or responsible to refund you any of the funds or costs associated with executing your request where the funds you sent were lost, destroyed, not processed, or not received by the foreign beneficiary bank. You further acknowledge that we are prohibited from processing and executing requests where the federal government has enforced economic and trade sanctions against named foreign countries, or where the federal government has prohibited us from doing business with named financial institutions.

Choice of Law. We may accept, on your behalf, payments to your account which have been transmitted through one or more Automated Clearing Houses and which are not subject to the Electronic Fund Transfer Act. Your rights and obligations with respect to such payments shall be construed in accordance with and governed by Regulation J, Article 4A, and the laws of the State of Minnesota, and as provided by the operating rules of the National Automated Clearing House Association.

OTHER RULES APPLICABLE TO YOUR MEMBERSHIP AND ACCOUNTS

Illegal Transactions. 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.

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.

Account Rates and Fees. We pay dividends on accounts and assess fees against your account as set forth on the Truth-In-Savings; Personal Rates Schedule and Personal Fee Schedule. You agree that we may debit your account for any fees incurred without prior notice to you. We may change the Truth-In-Savings; Personal Rates Schedule and Personal Fee Schedule at any time and without notice to you, unless required by law. For the most current rates and fees, you may contact us at any time and manner available.

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 and agree that your original check (or substitute check), when paid, becomes our property and may not be returned to you. We may, but are not required to, retain the original checks. If you request copies of your checks, you agree that we may provide an electronic image of the check or a sufficient copy thereof. We may charge you, and you agree to pay, fees for providing copies of the checks, statements and/or any research involved with your request, as set forth on the Personal Fee Schedule.

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 Personal 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.

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.

Lost, Destroyed, or Stolen Certified, Official or Teller's Checks. Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen certified, official or teller's check if you are the remitter or payee of the check (or drawer of an official check). To assert such a claim, you must send us notice asking for payment of the amount of the check. The notice must describe the check with reasonable certainty. We must receive the notice in time for us to have a reasonable opportunity to act on it. You must also certify your loss with respect to the check on a form satisfactory to us.

Claims may not be immediately enforceable. We may pay the check until the 90th day after the date of the check (or in the case of an official check, the date of acceptance). Therefore, even if you have met the above conditions, your claim is not enforceable until the 90th day after the date of the check (or date of acceptance of an official check). If we have not paid the check within those 90 days, we become obligated to pay you the amount of the check on the day your claim is enforceable. We may pay you in cash or issue an official check.

We may, but do not have to, pay you the amount of the check before your claim becomes enforceable. If we do, you agree to indemnify us for any losses we might suffer. For example, if the check is presented after we pay your claim, and we pay the check, you are responsible for reimbursing us for our loss. We may require you to provide a surety bond for this purpose.

Check Cashing. We may charge a fee for anyone that does not have an account with us who is cashing a check or other instrument written on your account. We may require reasonable identification that is acceptable to us in our sole discretion before cashing the instrument. This may include a valid identification card or a fingerprint. We may refuse to accept checks for cash, deposit or payment in person. We shall have no liability for refusing payment and such refusal shall not constitute a wrongful dishonor of the check or draft. If we agree to cash a check or draft that is presented in person, we may require the presenter to pay a fee, as stated in the Personal Fee Schedule.

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 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. Authorization is usually made over the telephone or through online communication and does not contain the signature of the account owner. In place of the signature, the remotely created check or draft will have a statement that the owner authorized the check or draft or bears the owners 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.

Claim of Loss. If you claim a credit or refunds because of forgery, alteration, or other unauthorized withdrawal, you agree to cooperate with our investigation, which may include providing a sworn affidavit, reporting your claim to law enforcement authorities, and providing any other documentation or evidence required to prove the claim. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you. You agree not to waive any rights you may have to recover your loss against any third party who is obligated to pay and you will pursue those rights or assign them to us. You understand and agree that any liability on our part will be reduced by the amount you recover or are entitled to recover from a third party or other sources.

Legal Process Against Your Account. Legal process includes a writ of attachment, execution, garnishment, tax withholding order, levy, restraining order, subpoena, warrant, injunction, government agency request for information, search warrant, forfeiture or other similar order. We may accept and comply with legal process that we reasonably believe to be valid that is served in person, by mail, by facsimile transmission, or by other means. Any such legal process is subject to the Blaze's security interest and the right of setoff. Blaze will not notify you of a grand jury subpoena affecting you or your account. Any fees or expenses Blaze incurs in responding to any such legal process may be charged against any account you maintain with Blaze. We may, but are not required to, send a notice to you of the legal process. Blaze will not pay interest on any funds that are held pursuant to legal process. You understand and agree that Blaze will not be liable for dishonoring checks, drafts, or other items because of insufficient funds in your account due to a hold or freeze placed on your account or resulting from levies, garnishments, lien claims, or other legal processes. If the legal process directs us to release information about one or more, but not all, accounts reported on a combined statement, we may release the combined statement. If the legal process directs us to release information only from a certain timeframe, we may release the entire statement or other record that contains information within the requested timeframe even if it includes information outside the directed timeframe. If the legal process requests information about one or more, but not all, account owners or co-signers, we may release information about all of the co-signers on the account and all accounts owned by such persons.

Power of Attorney. We may allow a third party to act as your Attorney-in-Fact pursuant to a Power of Attorney, but we are not required to do so. We have the right to review and approve any form of Power of Attorney and may restrict account withdrawals or transfers. You understand and agree that we are under no obligation to honor any Power of Attorney and we have no duty to investigate or verify the scope, authenticity, or validity of any Power of Attorney. We also have no duty to inquire or investigate regarding the use or purpose of any transaction or the propriety or impropriety of any action taken by your Attorney-in-Fact. You also understand that you are responsible for any transactions made pursuant to a Power of Attorney. If an Attorney-in-Fact is appointed for your accounts, you are not giving up your rights to act on the account.

Sharing and Disclosing Account Information. While we value your right to privacy and confidentiality of your personal information, there are times where your information will be shared and disclosed. See Blaze's Privacy Policy for more information.

Inactive or Dormant Accounts. Refer to the Personal Fee Schedule for 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 periodic 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.

Death or Incompetence of Account Owner. We may continue to honor all transfer orders, withdrawals, deposits and other transactions on an account until we are notified of a member'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 member's death or incompetence, for a period of 10 days, we may pay drafts or honor other payments or transfer orders authorized by the member 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 owner's account funds to indemnify us for any losses resulting from our honoring that claim. Upon the death of an individual account owner, we will pay all funds on deposit in accordance with the specific instructions on the Membership Application such as to a Payable on Death Beneficiary. If there is no beneficiary designation or no probate proceedings, we may, pay the funds in accordance with the laws of the State of Minnesota. Alternatively, we may hold the funds until a proper court order is presented to us. We may require proper documentary evidence satisfactory to us before we will release funds to any claiming party. Funds in a joint account will be payable subject to the provision, "Joint or Multiple Party Accounts", found above. Any payment of funds upon the death or incompetence of the member or any joint owner is subject to our lien and security interest. Our lien and security interest is also prior and superior to any interest of any other joint account owner, payable on death designee or beneficiary. This Agreement will be binding upon any successors or legal representatives of any account owner.

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.

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 or rates 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.

Name or Address Change. You agree to notify us of any postal or e-mail address change or name change. 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 Personal Fees 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.

Changes in Accounts or Ownership. Any changes in accounts or services requested by you, or any account owner, such as adding or closing an account or service, must be evidenced by a signed form approved and accepted by us. We reserve the right to require all account owners on a multiple-party account to consent to any changes and to sign the change form, but are not obligated to do so.

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.

Severability; Headings; No Waiver. If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement. We reserve the right to waive or choose not to enforce any and all terms, rights, or remedies under this Agreement and such waiver shall not affect our right to enforce that or another term, right, or remedy at a later time.

Enforcement. You are liable to us for any loss, cost or expense that we incur resulting from your failure to follow this Agreement. This shall include reasonable attorney fees and costs incurred by the credit union in enforcing the Agreement and incurred by the credit union defending any claims asserted by the account holder(s), including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions. You authorize us to deduct any such loss, costs or expenses from your account without prior notice to you.

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 shall apply to all members and non-members, both present and future

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.

COMMON FEATURES OF YOUR ACCOUNTS

Par Value Requirements. You must complete payment of one share in your Share Savings account as a condition of admission to membership. If the balance in your 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., 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 Membership and Account Agreement. By signing or verbally acknowledging the document entitled, "Courtesy Pay", and by using your checking account, you agree to the following.

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 any 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.
- We may not pay your overdrafts if you do not meet the following qualifications:
 - o You are age 18 or over
 - o You keep or bring the account to a positive balance at least once every 30 days
 - o You are current on all loans and obligations
 - o You have no past charge-offs that have not been fully recovered
 - o There are no tax levies, garnishments, or other legal action against your account(s)
 - o Credit scores of 599 and below will not be eligible for the Courtesy Pay Program until the account has been opened for 120 days and the other conditions listed above are met
 - o If your account is a Builder, Minor, Legal or HSA account, we will not pay your overdrafts
- We reserve the right to change fees, change programs, or discontinue programs at any time as allowed by applicable law. In addition, we have the right to terminate your right to use the Courtesy Pay Program without notice to you.

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.

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/debit 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.