Account Agreement & Disclosure

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Account Agreement & Disclosure

Wings Credit Union Account Agreement & Disclosure ("Agreement")

In this Agreement, the words "you" and "your" refer to the owner and, where applicable, each joint owner of an account; the words "we," "us," "our," and "Wings" mean Wings Credit Union.

By signing the Signature Card, you agree to the terms and conditions of this Agreement.

This Agreement sets forth the terms and conditions applicable to your accounts. Your accounts are subject to our Bylaws and also subject to any additional disclosures we may provide at the time that you open your account. It includes your promise to pay charges and your permission for us to deduct charges directly from the account balance. This Agreement adheres to Clearing House Rules and State and Federal Laws, including the Uniform Commercial Code. All accounts with us are subject to the laws regulating transfers at death, and as well as estate and other succession laws. You also agree to all terms, whether posted at our premises, printed on deposit slips, contained in this Agreement or enclosed with statements. Nothing in this Agreement is intended to vary our duty to act in good faith and with ordinary care when required by law.

If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible, and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

Consent to Contact

You agree that we may contact you by telephone or text message at any telephone number associated with your account, including wireless telephone numbers (i.e., cell phone numbers), which may result in a charge to you. You agree that we may contact you in order to service your account, prevent fraud, collect any amounts owed to us, and for informational and telemarketing purposes as permitted by law. You further agree that methods of contact may include the use of pre-recorded or artificial voice messages and/or the use of an automatic dialing system. You understand that you are not required to agree to this provision of the Membership Agreement as a condition of purchasing any property, goods or services. You represent and agree that you are and will be the wireless telephone number subscriber with respect to each wireless telephone number provided by you to us.

Please read carefully and keep for future reference.

To contact Wings, please call Member Services at **(800) 692-2274**, or write to us at:

Wings Credit Union
14985 Glazier Avenue
Apple Valley, MN 55124

To report your credit or debit card lost/stolen after hours, please call (800) 523-4175.

Modification of the Agreement and Disclosure

We may find it necessary to change any of the terms or conditions in this disclosure. 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 (at least 21 days before the change is to become effective). 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 account closure penalty or fee for closing an account in order to reject a change in terms (other account fees may apply, including but not limited to certificate early withdrawal fees). 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.

Membership Eligibility

To join Wings, you must meet the membership eligibility requirements as set forth in our Charter, including purchase and maintenance of at least one (1) share. If you do not maintain at least one (1) share on deposit with us, your account will be subject to closure, even if fees charged by us cause your account to have less than one (1) share on deposit.

Important Information About Procedures for Opening a New Account

To help the government fight the funding of terrorism and money-laundering activities, Federal Law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, residence address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. In addition, third-party verification sources, such as a credit bureau, will be utilized in an attempt to verify your identity.

If we are unable to verify the information provided, your accounts will be closed and your membership will be terminated.

Notice of Negative Information & Consumer Reporting Agency Information

As required by Federal Law, this is notice to you that we may furnish any "negative information" regarding your accounts to a nationwide consumer-reporting agency. "Negative information" means information concerning delinquencies, late payments, insolvency or any form of default. This Notice does not mean that we will be reporting such information about you, only that we may report such information about members who have not done what they are required to do under this Agreement.

You authorize us to obtain a consumer credit report in connection with any application, update or renewal of any share or loan account that you apply for. You authorize and understand that we may obtain such reports at any time after you establish membership with us. Also, you authorize us to use these consumer credit reports to consider you for other products and services with us.

Safeguarding Your Account

There are several precautions you may take to decrease the risk of unauthorized transactions from your account. Such precautions include, but are not limited to: safeguarding and not disclosing to third parties information such as your Wings ID number, account information, security code, account numbers, PIN, debit card or credit card numbers; not disclosing your Digital Banking login information; not allowing a third party to access (directly or remotely) your computer while you sign into your Digital Banking account. If you disclose or allow a third party to have access to any of the above information or physical access to your debit and/or credit cards, you will be liable and shall indemnify us for any transactions or losses you incur as a result of such disclosure.

Tax Identification Number (TIN) & Backup Withholding

Regulations require Wings to obtain completed and signed certifications identifying your Tax Identification Number, or Social Security Number. If you fail to furnish a certification or the correct TIN, Wings must withhold and forward to the IRS a percentage of taxable interest, dividend, and certain other payments as part of its backup withholding requirements. If Wings is unable to verify the TIN provided, we will close your account and terminate your membership.

Account Ownership & Authority

1. **Individual Accounts.** If you open an account by yourself, it is called an individual account. You are the only person who may use the account.

2. **Joint Accounts.** If you designate a joint owner on an account, this designation applies to all funds, excluding an initial $5 membership in a primary share account.

   If there is more than one owner on an account, all monies credited to it, including dividends, shall be the property of the owners as joint tenants, and not as tenants in common. You each authorize us to pay any and all funds deposited without reference to the original ownership of the funds so deposited. If an item deposited in a joint account is returned unpaid, or if we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who initiated or benefitted from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of the indebted owner, including all funds in the joint account, regardless of who contributed the funds.

   Withdrawals may be made by any owner, and in the case of death, funds may be withdrawn by the survivor(s). If two or more of you survive, you intend and agree that you hold the balance in the account as joint owners with survivorship and not as tenants in common. If the survivor(s) are not eligible for primary membership in Wings, the account will be closed. When we receive notice of the death or incompetence of any one of you, we may, but are not obligated to, restrict or prohibit further withdrawals until we are satisfied that our obligations under the law and this Agreement have been met. A surviving owner's interest is subject to Wings' statutory lien for the deceased owner's obligations, and to any security interest or pledge granted by a deceased owner, even if the surviving owner did not consent to it.

   Instructions to remove one of the joint owners from the account or to restrict its use by any one of the joint owners may only be made by the person whose name is to be removed or whose use of the account is to be restricted. If the joint owner does not consent to such removal, the primary member will need to close the joint account and open a new account in their individual name. We may close the account on the instruction of any one of the joint owners or any one of the joint owners' legal representative(s) without the other joint or primary owner's consent. However, a joint may not close out a primary member's Share Savings Account.

In the event of setoff, the enforcement of a security interest, or legal action, including levy, garnishment or seizure affecting any owner, we may treat all funds in the account as belonging to the affected owner. Each joint owner shall have access to any line-of-credit loan attached to an account as overdraft protection and each owner will be liable to Wings, regardless of which owner causes access to the line-of-credit.

If, at any time, Wings has notice of an action of law, commenced or pending between account owners, Wings may refuse withdrawals by any owner, except upon a court order.

3. **Minor Accounts.** We reserve the right to limit the products and services that are available to minors. For accounts opened for a minor, a parent or legal guardian, as approved by us, must be a joint owner on the account. The parent or legal guardian is jointly and severally liable to us for the account, including but not limited to, any returned item, overdraft, or unpaid charges or amounts on such account. A parent or legal guardian must provide the required taxpayer identification certification. Wings may pay funds directly to the minor without regard to his or her minority and has no duty to inquire as to the use or purpose of any transaction by the minor. A parent or legal guardian will only have account access if they are joint owner of the account. We will not automatically remove the joint owner when the minor reaches the age of majority. However, when the minor reaches the age of majority, they may open new accounts in their name alone.

4. **Custodial Accounts.** A custodial account may be opened under the Uniform Transfers to Minors Act (UTMA) of Minnesota. The minor must be eligible for Wings membership. We will only open Custodial accounts if either the minor or the custodian has had an existing relationship in good standing with us for the past six months. A guardian or parent must provide the required taxpayer identification certification. There may be only one custodian and one minor for each account. Accounts are opened in the name and social security number of the minor with a designated custodian.

   Unless a Court Order states otherwise, only the custodian may withdraw funds from the account or close the account until the custodial arrangement terminates by law and funds are transferred to the minor by the custodian. We will have no liability or responsibility to the custodian, the minor, or the minor's legal representative(s) or anyone else if we follow the instructions of a named custodian or successor custodian.

   At the time the account is established, or any time afterwards, the custodian may name a successor custodian. A successor custodian has no authority to make transactions or receive information regarding a custodial account until the death or resignation of the custodian.

   If the custodian dies, we may suspend the account until we receive instructions from any person authorized by law to withdraw the funds, or from a court order. We are not responsible to monitor the age or eligibility for a Custodial Account, even though our records indicate the minor's date of birth. It is the custodian's responsibility to properly distribute the funds in the account upon the minor's death or attainment of the age of majority.

5. **Fiduciary Accounts.** Accounts may be opened by a person acting in a fiduciary capacity. These accounts include, but are not limited to, Conservatorship accounts and Representative Payee accounts. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of the fiduciary, including misuse or mishandling of funds. We will only open Fiduciary accounts if either the fiduciary or the ward has had an existing relationship in good standing with us for the past six months.

6. **IRA Accounts.** IRA accounts are established by completing a separate IRA agreement. Beneficiary designations are made for funds held in an IRA at the time the account is established and may be changed at any time by completing an "IRA Change of Beneficiary" form. Joint owners are not allowed on IRA accounts.

   IRA funds are separately insured by the NCUA up to $250,000.00.

7. **Payable on Death (POD) Beneficiary Designations.** Payable on Death beneficiaries may be designated on individual and joint accounts. The person(s) designated as a beneficiary has no rights (access or control) to the account during the life of the member and all joint owners. Beneficiary designations may be deleted or changed by the member at any time during the lifetime of the member by making such request to Wings on an acceptable form. If there are multiple named beneficiaries, upon the death of the last surviving owner, the funds will be distributed equally to each named beneficiary as a tenant in common. We are not obligated to notify any beneficiary of the existence of any account, nor the vesting of any beneficiary interest in any account, except as otherwise provided by law. We are not liable to the estate or any third party for acting, in good faith, upon beneficiary designations made by you on an acceptable Wings form. If a dispute arises among beneficiaries or other third parties as to the ownership of funds, we may freeze the funds until the dispute is resolved. The estate shall be responsible for any costs we incur should legal action arise, including, but not limited to, an interpleader action.

   Costs include, but are not limited to, court costs and attorneys' fees. Any costs we may incur may be offset against any funds in your account or an estate account held by Wings.

8. **Power of Attorney.** You may appoint another person to act as your Attorney-in-Fact in connection with your account, as long as it is in a form acceptable to us. We may act on the authority until we receive written notification of its revocation. A power of attorney given by any joint owner on an account shall be effective despite the objection of another joint owner(s) on the same account. An Attorney-in-Fact shall not have the authority to change any beneficiary designations on an account or add themselves as a joint owner on an account unless the Power of Attorney specifically states such authority.

   Wings has the right to review and approve, or refuse to accept, any form of a power of attorney and may restrict account withdrawals or transfers. Wings is under no obligation to honor any power of attorney which we reasonably conclude is invalid or unreliable, or

which has been revoked. Wings may restrict or refuse instructions from the Attorney-in-Fact, if in good faith, we believe the Power of Attorney does not authorize the Attorney-in-Fact to act. However, we are not responsible nor liable to you for the actions of the Attorney-in-Fact, including the misuse of funds or exceeding the authority set forth in the Power of Attorney. You agree to indemnify us from any loss we incur as a consequence of accepting the Power of Attorney.

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

10. **Trust Accounts.** Members of Wings can apply to establish accounts in the name of a trust. These accounts must be opened in the complete name of the trust, and all transactions must be performed by the trustee in their representative capacity. Wings is the holder of the trust funds on deposit, and cannot act as a trustee.

    a. ***Indemnity Agreement by Trustee.*** All Trustees agree to indemnify, keep indemnified and hold Wings harmless from and against any and all claims, demands, actions, proceedings, judgments, losses, damages, counsel fees, payments, expenses and liabilities whatsoever, which it at any time shall or may sustain or incur by and reason of: (a) Wings having complied with the request of the Trustee(s) concerning the account, (b) any claims or demands which may be made with respect to the Trust, (c) Wings declining to honor the Trust or Certification of Trust instrument, or (d) payment or transfer of credit which Wings may give, make or permit with respect to this Agreement on the Trust, whether through inadvertence, accident, oversight, neglect or otherwise.

    The liability of the Trustee(s) under this Agreement is joint and severable, and shall accrue immediately upon the presentation of any claim by any of the Trustee(s), or any of their assigns, heirs or beneficiaries. This Agreement shall be effective and binding upon the Trustee(s)' respective assigns, successors and legal representatives. Funds may be withdrawn on the Trust account by any Trustee.

11. **Estate Accounts.** An Estate Account may be established if either the deceased person or the Personal Representative of the Estate has had a relationship with us for the past six months. The Estate must have a TIN and all transactions must be completed by the Personal Representative in their representative capacity.

    a. ***Indemnity Agreement by Personal Representative.*** The Personal Representative agrees to indemnify, keep indemnified and hold Wings harmless from and against any and all claims, demands, actions, proceedings, judgments, losses, damages, counsel fees, payments, expenses and liabilities whatsoever, which it at any time shall or may sustain or incur by and reason of: (a) Wings having complied with the request of the Personal Representative concerning the account, (b) any claims or demands which may be made with respect to the Estate Account, (c) Wings declining to honor the requests of the Personal Representative, or (d) Payment or transfer of credit which Wings may give, make or permit with respect to this Agreement, whether through inadvertence, accident, oversight, neglect or otherwise.

    The liability of the Personal Representative under this Agreement shall accrue immediately upon the presentation of any claim by any of the Estate's assigns, heirs or beneficiaries. This Agreement shall be effective and binding upon the Personal Representative and any successor.

12. **Special Account Instructions.** You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. We may require that account changes requested by you (or any account owner), such as adding or closing an account or service, be evidenced by a signed form or other document which evidences a change to an account and accepted by us. We will not open an account if the account requires dual signatures, such as Co-Conservators or Co-Personal Representatives if they must act jointly and are not authorized to act independently.

13. **Account Use.** Personal accounts may only be used for household purposes and personal expenses and may not be used for business or commercial use. For example, you may not use your personal account for managing rental properties and buying and selling automobiles. We reserve the right, at our discretion, to close your accounts if you are misusing a personal account for business or commercial purposes.

General Account Terms

1. **Deposits.** Deposits to accounts will be accepted in cash, electronic means or instruments collectible through the Federal Reserve Bank System. All items or Automated Clearing House (ACH) transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items or ACH transfers and impose a fee on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or funds transfer. We shall have the right to charge back against your account all previously deposited items or other items endorsed by you that are returned to us unpaid, regardless of whether the amount of the item has been available for your use.

    Unless prohibited by law, Wings can charge back the amount of any item which was paid by the payor bank and which is later returned due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error or other problem which

in our judgment justifies reversal of credit. Deposits made by mail, through an ATM, at night deposits or unstaffed facilities are not our responsibility until we receive them.

We reserve the right to refuse or to return any deposit.

The maximum number of shares which may be held by any one member is established from time to time by resolution of the Board of Directors.

2. **Collection of Items.** We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the negligence of anyone outside of our control or for loss in transit, and each person handling the item will only be liable for their own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any midnight deadline limits.

3. **Signatures and Endorsements.** You will agree to sign as your signature appears on the Membership Application/Signature Card when executing documents and drawing checks or other items.

   We may accept transfers or checks for deposit into any of your accounts if they are made payable to, or to the order of, one (1) or more account owners, even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check or item that is payable to two (2) or more persons is ambiguous as to whether it is payable to either or both, we may process the check or item as though it is payable to either person. If an insurance, government, or other check requires an endorsement, we may require endorsement as set forth on the item. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you, or any prior endorser, will be your responsibility.

   We will not be liable if, in good faith, we believe your signature is not genuine, and we will refuse to honor any instruction or to pay any check drawn on your account. We may also refuse to honor any check that is not on a form acceptable to us. You authorize us to honor transactions initiated by a third person to whom you have given your account information, even if you do not authorize a particular transaction.

4. **Restrictive Endorsements and Legends.** Some checks contain restrictive endorsements, restrictive legends or similar limitations on the item. Examples of restrictive endorsements include “For Deposit Only.” Examples of restrictive legends include “Two Signatures Required,” “Void After 60 Days,” and “Not Valid over $500.00.” We are not liable for payment of any check contrary to a restrictive legend, restrictive endorsement or other limitation contained in or on the item.

5. **Withdrawals and Transfers.** Withdrawals and transfers have to be by written paper or such other means as approved by Wings. We will subtract withdrawals from collected funds first. We may at any time refuse any withdrawal request against uncollected funds, even if our general practice is to the contrary.

   We reserve the right to refuse any withdrawal or transfer request which is for an amount less than any minimum withdrawal or which exceeds any frequency limitation. Repeated abuse of the stated limitations (if any) may force us to close the account. We will use the date the transaction is completed by us (as opposed to the day you initiate it) to apply any frequency limitations.

6. **Preauthorized Transfer.**

   a. ***Internal Transfer.*** A preauthorized transfer may be arranged to transfer funds between accounts at Wings or to pay a Wings loan on a specified day of the month. Transfers are performed the morning of the day selected, and can be for a specific amount; or for loans, in the amount of your payment. If the transfer day selected falls on a Saturday, Sunday or holiday, the transfer will be performed the next business day.

      If funds are not available at the time of the scheduled transfer, the transfer will be attempted each day until fulfilled.

   b. ***External Transfer.*** A recurring transfer with proper authority, according to the National Automated Clearing House Association (NACHA) Rules, may be created to transfer funds to/from another financial institution through the Automated Clearing House (ACH). Such transfers must be a fixed dollar amount and must follow a recurring schedule. Requests for such transfers must be received at least three banking days prior to execution. Forms will be provided requesting the necessary information and authorization.

      These transfers are initiated one day prior to the selected transfer date. Funds transferred from your Wings account may be held two days prior to being sent. If the date selected falls on a weekend or federal holiday, the transfer will be initiated one banking day prior for posting on the following banking day.

7. **Funds Transfers.** This section provides the terms and conditions which specifically relate to any transfer or receipt of funds that is governed by Article 4A of the Uniform Commercial Code (UCC). Fund transfers we permit will be subject to such provisions of the UCC as enacted by the state of Minnesota.

   Generally, these are wire transfers or transfers through an Automated Clearing House that are not otherwise governed by the Electronic Fund Transfer Act; however, other types of transfers may be covered. These terms and conditions are in addition to, and not in the place of, any other agreement or agreements which you may have entered into with Wings regarding any such transfer or receipt of funds.

a. ***Reliance on Identification Numbers.*** In acting upon funds transfer instructions, most financial institutions rely solely on an identifying number or account number accompanying the payment order to identify the person who is to receive a payment or debit. This means if you instruct Wings to make a payment to a person and you identify that person by both a name and an account number, payment may be made by the person's financial institution on the basis of the identifying or financial institution account number, even if the number identifies a person different than the person named as the beneficiary in your instructions to us. Additionally, if your payment instructions to Wings identify a financial institution that is to participate in the funds transfer both by name and identifying number, any financial institution may rely on the identifying number as the proper identification of the financial institution that is to participate in the funds transfer, even if it identifies an institution different from the financial institution identified by name.

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

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

   We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) 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, the laws of the state of Minnesota as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

8. **Fees and Charges.** It is your responsibility to have sufficient collected funds in your account to cover any fees or charges that are imposed. Fees or charges, if any, will be taken from any account in which you have an ownership interest when they are due. We will not be liable for refusing to pay items presented if, at any time, service charges leave insufficient collected funds in your account.

   Refer to the Schedule of Fees for a current list of any fees or charges that may be charged to an account.

9. **Insufficient Funds.** The law permits us to pay items drawn on your account in any order. Any decision on our part to pay overdrafts (an item whose payment would result in the account having a negative balance, whether created by checks, in-person withdrawals, ATM withdrawals, or by other electronic means) does not create an obligation to pay other overdrafts, no matter how consistently we may have paid them, nor to provide notice when our practice in this regard changes. Any overdraft amounts, however created, are due and payable at once. We may impose overdraft and returned check charges which, together with any expenses we incur in collecting the overdraft amounts (including court costs and reasonable attorneys' fees), are also due and payable when imposed or incurred. You may be charged a fee each time a transaction is presented for payment, even if the same transaction is presented multiple times, which may result in multiple fees for the same item.

10. **Return Items.** You authorize us to exercise our discretion in resubmitting for payment any item which was returned unpaid or dishonored on first presentation, without prior notice to you. If any item you deposit is returned, we may charge a fee. Wings will return items unpaid if you do not have sufficient available funds and will charge a non-sufficient funds (NSF) charge unless you have available overdraft protection. You may be charged a fee each time a transaction is presented for payment, even if the same transaction is presented multiple times, which may result in multiple fees for the same item.

11. **Overdrafts.**

    a. ***Overdraft Protection.*** Primary checking account owners have automatic overdraft protection from their primary Share Savings account. It can also be arranged from other accounts, including lines of credit. Transfers will occur once per day in an amount equal to the cumulative overdrafts for that day, up to the amount of available funds. Transfers occur the night after the overdrafts. There is no charge for these transfers.

    b. ***Courtesy Pay.*** If there are insufficient funds in your linked Overdraft Protection accounts, Wings may cover transactions (excluding ATM and everyday debit card transactions) up to a predetermined limit. The limit is based on the primary account owner's account balance and transaction history. There is a fee for transactions covered. See Schedule of Fees. You can unenroll from this service by updating your preference within digital banking, visiting a branch location, or calling us at (800) 692-2274.

    c. ***Debit Courtesy Pay. Opt-In Required.*** If there are insufficient funds to cover an ATM or everyday debit card transaction at the time a debit transaction is authorized, Wings may approve the transactions up to a predetermined limit. The limit is based on the primary account owner's account balance and transaction history. There is a fee for transactions covered/authorized. See Schedule of Fees. In order to be enrolled in this service, you must also be enrolled in Courtesy Pay.

    If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits.

12. **Understanding Your Account Balance.** Your checking account has two kinds of balances: the "actual" balance and the "available" balance. Both balances are accessible online, by phone or at a branch. We use the available balance when determining whether a transaction will cause your account to overdraw and for fee assessments.

a. ***Your Actual Balance.*** Your actual balance is the amount of money that is actually in your account at any given time. Your actual balance reflects transactions that have "posted" to your account, but it does not include transactions that have been authorized and are pending. While it may seem that the actual balance is the most up-to-date display of the funds that you can spend from your account, this is not always the case. Your account may have purchases, holds, fees, other charges, or deposits that have not yet posted, and, therefore, will not appear in your actual balance.

b. ***Your Available Balance.*** Your available balance is the amount of money in your account that is available to you without incurring a fee. Your available balance takes into account holds that have been placed on deposits and pending transactions (such as pending debit card transactions) that we have authorized but that have not yet posted to your account.

13. **Postdated and Stale-Dated Checks.** You agree not to issue any check that is payable on a future date (postdated). If you do issue a check that is postdated and we pay it before that date, you agree that we shall have no liability to you for such payment. You agree not to deposit checks before they are properly payable. We are not obligated to accept for deposit or pay any check drawn on your account that is presented more than six (6) months past its date (stale-dated).

    We will not be responsible for any losses or costs you incur as a result of the payment by us of any check more than six months old, or the payment of any check before the date written on the face of it by you.

14. **Check Printing Requirements.** Only approved checking forms and other methods approved by Wings may be used to withdraw funds from an account. We may, at our option, pay any item whether or not the item is properly encoded. Wings shall have no responsibility to stop payment on any check or other item not conforming to our printing and encoding standards.

15. **Stop Payments.** Any authorized signer may stop payment on any check drawn on an account, whether they signed the item or not. Wings must receive your request at a time and in a manner which allows us a reasonable opportunity to act. An oral order is valid for 14 calendar days, unless it is confirmed or revoked in writing within that time period. An electronic or written order is valid for six months.

    Your written order to stop payment must contain your name and account number, the name to which the check is made out (payee), and the number and exact amount of the check. Failure to provide us with the correct information regarding the check(s) may result in the check being paid. You may renew your order in writing every six (6) months. We may pay your check after your stop payment order has expired, even though the checks are more than six (6) months old. Any authorized signer may remove a stop payment, even if they are not the one who placed the stop payment initially.

    We are not required to notify you when a stop payment order expires.

    Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold Wings harmless from all costs, including attorneys' fees, damages, or claims related to our refusing payment of an item, including claims of any joint account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you. You understand that, as a rule, we will not stop payment on Cashier's Checks. If we agree to stop payment, we require that you indemnify us.

    For ACH Stop Payments, see Preauthorized Payments and Direct Deposit in Electronic Funds Transfer Act Notice - Reg E section.

16. **Checks Presented for Payment in Person.** We may refuse to accept any check drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check, and we shall have no liability for refusing payment. If we agree to cash a check that is presented for payment in person, we may require the presenter to pay a fee.

17. **Verification and Correction of Transactions.** All transactions are subject to final verification by us. We may reverse or adjust any transaction, credit, or debit that we believe was erroneously made to your account at any time, without prior notice being provided to you, except as may be required by regulation or Federal law. In addition, you agree that if any deposit or other credit is made to you that we determine should not have been made to you, we may reverse the credit without prior notice to you.

18. **Claim of Loss.** If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal or account dispute, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit or completing any documents requested by us containing whatever information we may require concerning your account, the transaction, the dispute and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal acts related to the claim of lost, missing or stolen checks or unauthorized withdrawals or charges. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure or otherwise reimburse you for your loss. You will pursue your rights, at our option, assign them to us, or we may pursue them.

19. **Warranties.** You make the following warranties to Wings concerning each item you deposit, or which we cash for you or give other consideration: all necessary signatures and endorsements have been placed on the item and are genuine; the item has not been materially altered and you have good title to it; and no defense of any party to the item is good against you. If any such warranty is breached, we may deduct the amount of the item, plus expenses, from any of your accounts or otherwise collect from you. If we determine an error has been made on your account regarding any transfer, deposit or withdrawal, we may correct the error, including debiting your account, without any further liability to you.

20. **Claims.** If a claim is made against us, or when we receive notice of a potential claim involving a breach of any such warranty, we may withhold from any of your accounts the amount in dispute, plus fees, until the claim is resolved. The claim will be considered valid unless you give us written notice contesting the claim within 10 days after we notify you. On request, you will promptly furnish an

affidavit stating your factual basis for contesting the claim. You also will defend and indemnify us from all liability and losses we may incur by not honoring a disputed claim.

21. **Reclamation.** In connection with Direct Deposit, if we deposit any amount in any of your Wings accounts which should have been refunded to the federal government for any reason, you authorize us to deduct the amount of our liability to the Federal government from any account you have with us without prior notice, and at any time, except as prohibited by law. We may use any other legal remedy to recover the amount of our liability.

22. **Right of Setoff.** You agree that all accounts in your name, alone or joint with another person(s), may, at our option, be used to pay any fees, charges or other debts due us, amounts owed to us, as well as all or part of any loan or debt you have with us, whether the loan or debt is individual or joint with another person. This right will not apply to shares or deposits held in an Individual Retirement Account.

23. **Statutory Lien.** Unless prohibited by law, you pledge and grant as security for all obligations you may have, now or in the future, all shares and dividends in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account(s) for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn, unless you are in default. State law gives us a lien on all shares, dividends and deposits in accounts you have with us now and in the future. Except as limited by Federal or State law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you.

24. **Security Interest.** Your pledge and our statutory lien rights will allow us to apply the funds in your account(s) to any amounts owed to us, except as limited by Federal or State law. If we do not apply the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply the funds in your account(s) to the amount you owe us at a later time. By not enforcing our right to apply funds in your account to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

25. **Early Withdrawal Penalties.** We may impose early withdrawal penalties on a withdrawal from a certificate account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our right of setoff against funds in the account or as a result of an attachment or other legal process such as a levy or garnishment. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal.

26. **Enforcement.** You are liable to us for any losses, costs, or expenses we incur resulting from your failure to follow this Agreement or any Agreement that you have with us. You are also liable to us for losses, costs, or expenses we incur even if such loss is the event of a fraud being perpetrated on you and you are the victim of such fraud, including but not limited to, withdrawal/transfer of funds, wired funds, and/or returned deposits. You authorize us to deduct any such losses, costs, or expenses, including attorneys' fees, from your account without prior notice to you. Costs include, but are not limited to, collection costs incurred by us from third parties and collection agencies, in collecting on your account(s). In addition, if we bring legal action to collect any amount due or to enforce this Agreement, we shall be entitled, subject to applicable law, to reasonable attorneys' fees and costs, including any fees on any appeal, bankruptcy proceeding, and any post-judgment collection actions. If you bring legal action against us, and we prevail, we will be entitled to recover all costs of our defense, including, but not limited to, court costs and attorneys' fees. If any demand or action is brought against us by a third party, we shall be entitled to any and all cost of defense, including, but not limited to, settlement and attorneys' fees.

27. **Closing Accounts and Terminating Membership.** Only the member may close the primary share savings account. Closing the primary share account terminates membership. Any joint owner may close any other account.

    We may close your account or limit your services at any time. After your account is closed, we will not have any obligation to accept deposits or pay any outstanding items. When your account is closed, you agree to destroy all unused checks. If we limit your services on your personal accounts, we may, at our discretion, also limit your services, remove you as an authorized signer, or close any business accounts that you may have with us. If we limit your services on a business account in which you are an owner or authorized signer, we may also limit your services or close any personal accounts that you may have with us.

    Your primary Share Savings account balance may be reduced below the $5 share par requirement through the assessment of fees, late charges or the statutory lien. If the account is not brought back to par within 2 months, membership will be terminated.

    Wings may also close your account and terminate your membership (or close any certificate or account) after your account is opened if we are unable to verify your membership eligibility, if you fail to provide required identifying information for all signers, if we are unable to verify the identity of any account signer, if your account falls outside of our risk tolerance, or if you cause a monetary loss to Wings.

28. **Freezing an Account.** If we suspect any unlawful or unauthorized activity involving your account, or receive notice of any dispute over funds in an account, we may place a hold on the account or any other accounts you maintain with us pending an investigation of the suspected activities ("freeze"). We may also freeze your account without any liability if we have reason to believe that doing so is necessary or prudent to avoid incurring potential liability, costs, or expenses, or to avoid potential loss of such funds, until the situation is resolved to our satisfaction or until we receive a Court Order instructing us regarding the disposition of said funds. If we freeze your account, we will give you any notice required by law. You shall be responsible for any costs we incur should legal action arise, including, but not limited to, an interpleader action. Costs include, but are not limited to, court costs and attorneys' fees. Any costs we may incur may be offset against any funds in your account held by Wings.

29. **Legal Process (Including Levies/Garnishments).** We may accept and act on any legal process we believe is valid, including, but not limited to, levy, garnishment, attachment, tax levy, withhold order, injunction, restraining order, subpoena, search warrant, government

agency request for information, seizure, or other legal process related to your account. We will not notify you of any grand jury subpoena affecting your account. If any legal process or action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved, as permitted by law. We may refuse to permit any withdrawals on your account.

If your account is a joint account, for the purposes of responding to legal process, we will consider each joint owner to have an undivided interest in the entire account, regardless of whom contributed the funds. Therefore, you agree we may pay all amounts in the account in satisfaction of the legal process, even if it does not attach to the interest of all owners of the account.

Any expenses or attorneys' fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our right of setoff, lien and security interest. We will charge a fee for processing levies and garnishments as set forth in our Schedule of Fees, regardless of whether the process is subsequently revoked, vacated or released.

30. **Abandoned Account.** If a deposit or withdrawal has not been made on your account, and we have no other contact with you as required by State law and within the period specified by State law, your account will be presumed to be abandoned. The account will be closed and the funds in abandoned accounts will be remitted to the State in accordance with State law. Once funds have been turned over to the State, we will 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.

31. **Inactive Accounts.** If your account falls below any applicable minimum balance, or if you have not made any transactions for at least six months, or if we have been unable to contact you by regular mail, we may classify your account as inactive or dormant. We may charge a service fee as set forth in our Schedule of Fees.

32. **Governing Law, Waiver and Venue.** Your relationship with Wings is governed by the laws of the State of Minnesota, except where pre-empted by Federal or State law. Your account is subject to all applicable rules and customs of any clearing house or other association involved in the account transactions. Changes in these laws and regulations may modify the terms and conditions of the account. We do not have to notify you of these changes. You hereby waive the right to a jury trial in disputes concerning your accounts. If you have rejected arbitration, or neither you nor we elect arbitration, you agree that any lawsuit concerning your account will be brought in the county in which we have our main office.

    We do not give up any rights we have under this Agreement by delaying or failing to exercise them.

33. **Severability.** If any part of this Agreement is found by a court to be invalid or unenforceable, the remaining parts will still be in effect. All headings are intended for reference only.

34. **Indemnification of Wings.** Indemnification of Wings shall come from the member or any account's joint owner. The member or joint owner signing on the membership application shall indemnify (repay) Wings for any loss incurred in conjunction with an account.

    This indemnification does not prohibit Wings from seeking recovery of a loss from any other party to the loss, regardless if they are or are not signers or authorized individuals.

35. **Legal Use of Accounts and Services.** Any financial service provided by Wings may be used for any transaction permitted by law. You may not use your account or your Wings card for illegal purposes. The display of a payment card logo by a merchant does not necessarily mean that transactions are lawful in all jurisdictions in which you are located. You agree that illegal use of any financial service will be deemed an action of default and/or breach of contract, and such service and/or other related services may be terminated at Wings' discretion. You further agree, should illegal use occur, to waive the right to sue Wings for such illegal activity directly or indirectly related to it and hold Wings harmless from any suits or other legal action or liability, directly or indirectly, resulting from such illegal use.

36. **Account Statements.** All accounts will receive a statement at least quarterly. Checking accounts and accounts with electronic fund transfers will receive a monthly statement. Wings may charge a fee for paper statements. See Schedule of Fees.

    You must review your statement promptly to determine if there are any errors, alterations or unauthorized transactions (this includes both deposits and withdrawals). In all cases, you must report any such information to us within 60 days after the statement is made available to you. If you do not report this information to us within that time, you give up your right to contest the payment of any items reported in your statement and you accept the reported charges and account balance as being correct.

37. **Name or Address Change.** You are responsible for notifying us of any name or address change. Wings is only required to attempt to communicate with you at the most recent address you have provided to us. We may accept oral notice of a change in address and may require any other notice from you to us be provided in writing.

38. **Invalid Address.** If mail is returned as undeliverable, we may stop sending any mail and charge a monthly service fee, as set forth in our Schedule of Fees.

39. **Electronic Notice.** If you have agreed to receive any notices electronically, we may send you notices electronically and discontinue mailing paper notices to you unless you notify us that you wish to reinstate receiving paper notices. Any electronic notice given to you is effective when it is made available to you through Digital Banking or sent to you at the email address associated with your account.

40. **Effect of Notice.** Any written notice you give us is effective when we receive it at the address of our main office on page 2 of this Agreement. Any notice given to us must be received in time for us to have a reasonable opportunity to act on it. Any written notice we

give to you is effective when it is deposited in the U.S. Mail, postage prepaid, and addressed to you at your statement mailing address. Notice to any account owner is considered notice to all account owners.

41. **Restriction of Account Access (including Electronic Access).** If we suspect fraud or illegal activity on your account, if you owe a debt or monies to us, or if your account is in collections, we may freeze your account and suspend or terminate your access to your account through electronic channels (including digital banking). We may also cancel your debit and/or credit card.

42. **Monitoring and Recording Telephone Calls.** We may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. We need not remind you of our recording before each phone conversation.

43. **Waiver of Notices.** Unless required by law, you waive any notice of non-payment, dishonor or protest regarding any items credited or charged against your account. For example, if you deposit a check and it is return unpaid, or we receive notice of nonpayment, we do not have to notify you unless required by law.

NOTICE: THIS AGREEMENT CONTAINS PROVISIONS FOR BINDING (MANDATORY) ARBITRATION, CLASS ACTION WAIVER, AND JURY TRIAL WAIVER. Upon the election of either you or us, any claim or dispute will be resolved by BINDING ARBITRATION as set forth below. In arbitration, a dispute is resolved by an arbitrator instead of a judge or jury. Arbitration procedures are simpler than court procedures, but many procedures permitted in court are limited or not available in arbitration.

Dispute Resolution – Arbitration Agreement, Class Action Waiver & Jury Trial Waiver

Please review this provision carefully: It affects your legal rights. Arbitration of a dispute will result in the loss of any right to go to court to assert or defend your rights, have a jury decide the claim or dispute, or participate in a class action lawsuit related to the claim arbitrated. Other rights that you would have if you went to court may also not be available in arbitration.

1. **Time to Bring Legal Action.** Unless another time is provided in another provision of this Agreement or required by applicable law, an action or proceeding by you to enforce an obligation, duty, or right arising under this Agreement or under applicable law with respect to your account must be commenced within one year after the cause of action accrues.

2. **Arbitration Agreement, Class Action Waiver & Jury Trial Waiver. THIS ARBITRATION PROVISION IS OPTIONAL. IF YOU DO NOT WISH TO ACCEPT IT, YOU MUST FOLLOW THE INSTRUCTIONS IN PARAGRAPH (J) BELOW TO REJECT ARBITRATION.** Unless you timely reject arbitration (as defined in paragraph (j) below), this arbitration provision is binding on you and us.

   a. **Claims Subject to Arbitration.** Except as specified in paragraph (b) below, any dispute or claim between you and us must be arbitrated if either party elects arbitration of that dispute or claim. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

      - claims arising out of or relating to any aspect of the relationship between you and us, whether based in contract, tort, fraud, misrepresentation, or any other statutory or common-law legal theory;
      - claims that arose before this or any prior agreement (including, but not limited to, claims relating to advertising or disclosures for any of our products or services);
      - claims for mental or emotional distress or injury not arising out of bodily injury;
      - claims asserted in a court of general jurisdiction against you or us, including counterclaims, cross-claims, or third-party claims, that you or we elect to arbitrate in the answer or other responsive pleading;
      - claims relating to the retention, protection, use, or transfer of information about you or any of your accounts for any of our products or services;
      - claims relating to communications with you, regardless of sender, concerning any of our products or services, including emails and automatically dialed calls and text messages; and
      - claims that may arise after the termination of this Agreement.

      For the purposes of this arbitration provision, references to "we" and "us" mean Wings, the financial institution, and its past, present, and future parents, subsidiaries, affiliates, and each of these entities' predecessors, successors, assigns, agents, and employees. In this arbitration provision only, references to "you" mean the account owners, all authorized or unauthorized users or beneficiaries of the account, each of those person's assignees, heirs, trustees, agents, or other representatives, and if the account owner is a business, the account owner's parents, subsidiaries, affiliates, and each of those entities' predecessors, successors, assigns, agents, and employees. This arbitration agreement does not preclude you or us from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against you or us on the other's behalf. Nor does this arbitration agreement preclude either you or us from exercising self-help remedies (including setoff), and exercising such a remedy is not a waiver of the right to invoke arbitration of any dispute. **YOU AND WE EACH WAIVE THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION WHENEVER EITHER YOU OR WE ELECT ARBITRATION.** This agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this agreement.

b. Claims Not Subject to Arbitration. You and we agree that the following disputes or claims cannot be arbitrated:

- claims arising from bodily injury or death;
- claims seeking only individualized relief asserted by you or us in small claims court, so long as the action remains in that court and is not removed or appealed de novo to a court of general jurisdiction;
- claims to collect debts or negative balances owed to us;
- disputes over the scope and enforceability of this arbitration provision, whether a dispute or claim can or must be brought in arbitration, whether paragraphs (g) or (h) of this arbitration provision have been violated; and
- disputes over whether paragraph (d) has been violated, for purposes of awarding relief that a court can award under that paragraph.

c. Pre-Arbitration Notice of Disputes and Informal Resolution. Before either you or we commence arbitration, the claimant must first send to the other a written Notice of Dispute ("Notice"). The Notice to us should be sent by U.S. mail or professional courier service to: Wings Credit Union, Attn: Legal Department, 14985 Glazier Avenue, Apple Valley, MN 55124 ("Notice Address"). The Notice to you will be sent to your address on file with your account. The Notice must (a) include your name, phone number, address, and account number; (b) describe the nature and basis of the claim or dispute; and (c) set forth the specific relief sought. The Notice must be personally signed by you (if you are the claimant) or by our representative (if we are the claimant). To safeguard your account, you might be required to provide both your authentication and consent for us to discuss your account or share your account information with anyone but you, including an attorney ("Authentication and Consent").

Whoever sends the Notice must give the other party 60 days after receipt of a complete Notice (including your Authentication and Consent, if required) to investigate the claim. During that period, either you or we may request an individualized discussion (by phone call or videoconference) regarding settlement ("Informal Settlement Conference"). You and we must work together in good faith to select a mutually agreeable time for the Informal Settlement Conference (which can be after the 60-day period). You and our representative must both personally participate, unless otherwise agreed in writing. Your and our lawyers (if any) also can participate.

Any applicable statute of limitations or contractual limitations period will be tolled during the "Informal Resolution Period." The Informal Resolution Period is the number of days between the date that a complete Notice (including Authentication and Consent, if required) is received by the other party and the later of (i) 60 days later or (ii) the date the Informal Settlement Conference is completed, if timely requested.

d. Commencing Arbitration. An arbitration proceeding cannot be commenced until after the Informal Resolution Period has ended and the pre-arbitration requirements in paragraph (c) have been satisfied. (Paragraph (h) has additional requirements for commencing certain coordinated arbitrations.) A court will have authority to enforce this paragraph (d), including the power to enjoin the filing or prosecution of arbitrations without first providing a complete Notice and participating in a timely requested Informal Settlement Conference. The court also may enjoin the assessment or collection of arbitration fees incurred as a result of such arbitrations. Further, unless prohibited by applicable law, the arbitration provider shall not accept nor administer any arbitration nor assess any fees in connection with an arbitration unless the claimant has complied with the Notice and Informal Settlement Conference requirements of paragraph (c).

e. Arbitration Procedure. The arbitration will be governed by the Consumer Arbitration Rules ("AAA Rules") of the American Arbitration Association ("AAA"), as modified by this arbitration provision, and will be administered by the AAA. (If the AAA is unavailable or unwilling to administer arbitrations consistent with this arbitration provision, another arbitration provider shall be selected by the parties or by the court.) The AAA Rules are available online at www.adr.org or may be requested by writing to the Notice Address.

Unless you and we agree otherwise, any arbitration hearings will take place in the county of your address on file with your account. If appropriate, the arbitrator may hold hearings by telephone or videoconference or decide matters on the basis of papers submitted by the parties. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

Except as provided in paragraph (g) below, the arbitrator shall apply the same substantive law that a court would apply and can award the same individualized remedies (including punitive and statutory damages and statutory attorney's fees and costs) that a court could award under applicable law. The arbitrator may consider rulings in arbitrations involving different customers, but an arbitrator's ruling will not be binding in proceedings involving different customers. As in court, you and we agree that any counsel representing someone in arbitration certifies that they are complying with the requirements of Federal Rule of Civil Procedure 11(b), and the arbitrator is authorized to impose any sanctions available under that rule, the AAA Rules, or applicable federal or state law against all appropriate represented parties or counsel.

During the arbitration, the amount of any settlement offer shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you are entitled. If you have complied with the requirements of this paragraph and paragraph (c) and the arbitrator awards you an amount of money that exceeds the value of our last written settlement to you before the appointment of the arbitrator, then we will pay you $1,000 in lieu of any smaller award. In determining whether you are entitled to the minimum $1,000 recovery, the arbitrator shall not consider amounts offered or awarded for attorneys' fees or costs. Any disputes as to payment of the $1,000 minimum recovery shall be resolved by the arbitrator and must be raised within 14 days of the arbitrator's ruling on the merits.

f. **Arbitration Fees.** We will pay all AAA filing, administration, case-management, hearing, and arbitrator fees ("AAA Fees") if we initiate an arbitration. If you initiate arbitration of claims of $10,000 or less, we will pay the AAA Fees, so long as you have fully complied with the requirements in paragraph (c). In such cases, we will pay the filing fee directly to AAA upon receiving a written request from you at the Notice Address or, if AAA requires you to pay the filing fee to commence arbitration, we will send that amount to the AAA and request that the AAA reimburse you. If, however, the arbitrator finds that you or your counsel have violated the standards of Federal Rule of Civil Procedure 11(b)), then the payment and allocation of AAA Fees will be governed by the AAA Rules, and you may be required to reimburse us for AAA Fees that we paid on your behalf.

g. **Requirement of Individual Arbitration.** The arbitrator may award relief (including damages, restitution, and declaratory or injunctive relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. Further, unless both you and we agree otherwise, the arbitrator may not consolidate the claims of more than one person (except for the claims of co- or joint account owners pertaining to that account) and may not otherwise preside over any form of a representative, class, or private attorney general proceeding. If, after exhaustion of all appeals, any of these prohibitions on non-individualized relief and proceedings or on consolidation are found to be unenforceable, then all other aspects of the case must be arbitrated first. After completing arbitration, the remaining (non-arbitrable) aspects of the case will then be decided by a court.

h. **Coordinated Arbitrations.** If 25 or more claimants submit Notices or seek to file arbitrations raising similar claims and are represented by the same or coordinated counsel (whether the cases are pursued simultaneously or not), all the cases must be resolved in staged proceedings. You agree to this process even though it may delay the arbitration of your claim. In the first stage, we and claimants' counsel will each select up to 25 cases (50 cases total) to be filed in arbitration and resolved individually by different arbitrators. In the meantime, no other cases may be filed or proceed in arbitration, and the arbitration administrator must not assess or demand payment of fees for the remaining cases or administer or accept them.

   The arbitrators are encouraged to resolve the cases within 120 days of appointment or as swiftly as possible thereafter, consistent with fairness to the parties. After the first stage is completed, the parties must engage in a single mediation of all remaining cases, with us paying the mediation fee. If the parties cannot agree how to resolve the remaining cases after mediation, they will repeat the process of selecting and filing up to 50 cases to be resolved individually by different arbitrators, followed by mediation.

   If any claims remain after the second stage, the process will be repeated until all claims are resolved, with four differences. First, a total of 100 cases may be filed in the third and later stages. Second, the cases will be randomly selected. Third, arbitrators who decided cases in the first two stages may be appointed in later stages if different arbitrators are not available. Fourth, mediation is optional at the election of claimants' counsel.

   Between stages, counsel will meet and confer regarding ways to improve the efficiency of the staged proceedings, including whether to increase the number of cases filed in each stage. Either party may also negotiate with the arbitration administrator regarding the amount or timing of arbitration fees.

   If this paragraph applies to a Notice, the Informal Resolution Period for the claims and relief set forth in that Notice will be extended (including the tolling of any limitations periods) until that Notice is selected for a staged proceeding, withdrawn, or otherwise resolved. A court will have the authority to enforce this paragraph, including by enjoining the mass filing, the prosecution or administration of arbitrations, or the assessment or collection of arbitration fees.

   This paragraph is intended to be severable from the rest of this arbitration provision. If, after exhaustion of all appeals, a court decides that the staging process is not enforceable, then the cases may be filed in arbitration and the payment of arbitration fees will be assessed as the arbitrations advance and arbitrators are appointed rather than when the arbitrations are initiated.

i. **Future Changes to Arbitration Provision.** Notwithstanding any provision in this Agreement to the contrary, you and we agree that if we make any future change to this arbitration provision (other than a change to the Notice Address), you may reject that change by sending us written notice within 30 days of notice of the change to the Notice Address. By rejecting that future change, you are agreeing that you will arbitrate any dispute or claim between you and us in accordance with the language of this provision, as amended by any changes that you did not timely reject.

j. **Right to Reject Arbitration Provision.** If you do not wish to arbitrate, you have 30 days to reject this arbitration provision by sending a rejection notice to: Wings Credit Union, ATTENTION: Legal Department, Arbitration Rejection, 14985 Glazier Avenue, Apple Valley, MN 55124 or by email to ArbitrationRejectionNotices@wingsfinancial.com ("Rejection Notice"). To be valid, a Rejection Notice must: (a) include your name, address, phone number, account number, and a statement that you are rejecting the arbitration provision in this agreement; and (b) be received by us within 30 days after the opening of your account. If an arbitration provision has been added for the first time to the agreement for an existing account or there has been an amendment, change, alteration, or addition to an existing arbitration agreement, your Rejection Notice must be postmarked on or before 30 days after notice or the effective date of that amendment to that agreement, whichever is longer. If your Rejection Notice complies with these requirements, this arbitration provision will not apply to you with respect to any claims that you or we commence in litigation or arbitration after we receive your Rejection Notice. Rejecting this arbitration provision will not affect your other rights or responsibilities under this agreement. Nor will it affect any other arbitration agreements between you and us, such as arbitration provisions in other contracts between you and us. If you do not properly reject this arbitration provision, your continued use of your accounts will be deemed acceptance of this agreement to arbitrate.

k. Military Lending Act. If you are a covered member of the armed forces or the dependent of a covered member within the meaning of the Military Lending Act and your Agreement with us involves an extension of consumer credit under that Act, then you are not required to arbitrate disputes.

Substitute Checks & Your Rights

1. **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. Some or all of the checks that you receive back from us may be substitute checks. 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.

2. **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. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

   If you use this procedure, you may receive up to $2,500 of your refund within 10 business days after we receive your claim, and the remainder of your refund not later than 45 calendar days after we receive your claim. We may reverse the refund if we later are able to demonstrate that the substitute check was correctly posted to your account.

3. **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 the address listed on page 2 of this Agreement. 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. A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);

   b. An estimate of the amount of your loss;

   c. An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and

   d. 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.

Funds Availability Policy

Our policy is to make funds from deposits to checking accounts immediately available. Deposits made at Automated Teller Machines (ATMs) will be available on the second business day following the banking day on which funds were deposited, with the exception of the first $500, which will be available immediately.

When funds have been made available and withdrawn, you are still responsible for checks deposited that are returned unpaid and for any other problems involving the deposit.

If we cash a check 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 the funds from the check we cashed would have been available if you had deposited it.

For determining the availability of deposits: every day is a business day, except Saturdays, Sundays, and Federal holidays. If a deposit is made after our office has closed or on a day that we are not open, we will consider that the deposit was made on the next business day after we receive the deposit.

1. **Longer Delays May Apply.** In some cases, we will not make all of the funds that you deposit by check available to you immediately. Depending on the type of check that you deposit, funds may not be available until the 7th business day after the day of your deposit.

   If we are not going to make all of the funds from your deposit available, 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 day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than $6,725 in any single day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as a failure of communications or computer 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.

Funds will generally be available no later than the 7th business day after the day of your deposit.

2. **Special Rules for New Accounts.** If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first $6,725 of a day's total deposits of cashier's, certified, teller's, traveler's, and Federal, State and local government checks will be available immediately if the deposit meets certain conditions. The excess over $6,725 from these types of deposits will be available no later than the 7th business day after the day of your deposit.

   Funds from all other check deposits will be available on the 7th business day after the day of deposit.

Electronic Funds Transfer Act Notice – REG E

An electronic funds transfer is any transfer of funds that is initiated through an electronic terminal, telephone or computer for the purpose of ordering, instructing, or authorizing Wings to debit or credit your account.

1. **Transfer Types, Limitations & Fees**

   a. **ATM Machines.** You may use your Visa® Debit Card to withdraw cash, make deposits and transfer funds between your Wings accounts. Not all services may be available at all machines.

      1. ***Limitations.*** The standard daily withdrawal limit is $1,025.
      2. ***Fees.*** A fee is charged for withdrawals made in foreign countries. See Schedule of Fees.

         There is no charge for transactions performed at machines owned by Wings. Wings may charge a fee for withdrawals at non-proprietary ATM machines (machines not owned by Wings) – See Schedule of Fees. You may also be charged a fee (surcharge) by the ATM operator. This includes a fee for a balance inquiry, even if you do not complete a transaction.

   b. **Point-Of-Sale (POS) Transactions.** You may use your Visa Debit Card to access your checking account to purchase goods and pay for services (in person, online, or by phone), get cash from a merchant, (if the merchant permits), or from a participating financial institution, and perform other transactions that a participating merchant will accept.

      1. ***Limitations.*** The standard daily limit is $2,500 and 20 transactions.
      2. ***Fees.*** A fee is charged for foreign transactions. This fee is based on where the merchant is located, not the purchaser, and includes internet transactions initiated in the U.S. with a merchant who processes the transaction in a foreign country. See Schedule of Fees.

   c. **Skye – Wings Virtual Assistant.** You may use Skye to hear account balances, recent transaction history, transfer funds between your Wings accounts and make loan payments.

   d. **Digital Banking.** You may use Digital Banking to transfer funds between your Wings accounts, to other Wings members (member to member transfers), make payments to third parties from your checking account (Bill Payer), transfer funds to/from accounts you have at other financial institutions (external transfer), and deposit checks (mobile app required).

      1. ***Limitations.*** The maximum payment you can make using Bill Payer is $25,000. You will be assigned a daily and monthly limit for external transfers. You will be assigned a monthly deposit limit for mobile check deposits.

         Your limit is displayed within the application.

   e. **Preauthorized Transfers.** You may arrange a recurring funds transfer between your accounts at Wings, or to/from another financial institution on a specified day of the month.

   f. **Transfers Initiated by Third Parties.** You may provide your savings or checking account information to a third party and authorize them to withdraw payments or make deposits to your Wings accounts. These transfers may be one-time or recurring, and may use the Automated Clearing House network (ACH) or other payment network.

   g. **Electronic Check Conversions.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills. You may also authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

2. **Fee Notice.** Please see separate "Schedule of Fees" document for all applicable fees.

3. **Preauthorized Payments & Direct Deposits**

   a. **Right to Stop Payment and Procedure.** ***For payments initiated by a third party:*** Wings cannot cancel an agreement you have with a third party (or revoke the authorization that you have provided to them) for recurring automatic transfers from your account. To cancel your agreement with a third party, you must contact them directly. You may request from Wings a stop payment on a one-time or series of recurring preauthorized transfers from a third party. When you do so, we will stop payment on that one transfer or series, and not on any subsequent transfers you may have from this party.

   For payments initiated by Wings: If you have arranged for Wings to initiate a regular payment to a third party out of your account, you can stop any of these payments.

   To place a stop payment order: Call or write to us at the telephone number or address listed on page 2 in this Agreement in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and deliver it to us within 14 days after your call.

   Please refer to our separate fee schedule for the amount we will charge you for each stop-payment order.

   b. **Notice of Varying Amounts.** If regular payments may vary in amount, the payment initiator will tell you 10 days before each payment when it will be made and how much it will be. (You may choose instead to receive this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

4. **Liability for Failure to Stop Payment of Preauthorized Transfer.** If you order us to stop a payment three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

5. **Documentation.**

   a. **Terminal Transfers.** You can get a receipt at the time you make any transfer to or from your account using an ATM or point-of-sale terminal; however, you may not receive a receipt if the amount is $15 or less.

   b. **Preauthorized Credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 1 (800) 692-2274 to determine whether or not the deposit has been made.

   c. **Periodic Statements.** You will receive a monthly account statement (unless there are no transfers in a particular month). In any case, you will receive a statement at least quarterly.

6. **Unauthorized Transactions**

   a. **Your Liability.** Notify us AT ONCE if you believe: (a) your card or code has been lost or stolen; (b) your account may have been accessed without your authority; (c) if someone has transferred or may transfer money from your account without your permission; or (d) if you believe that an electronic fund transfer has been made without your permission using information from your check.

   The best way to minimize your loss is to call us at 1 (800) 692-2274. However, you may also notify us in person or in writing at the address listed on page 2 of this Agreement. To report a lost or stolen Visa Debit Card after hours and on weekends, call 1 (800) 523-4175.

   If you do not notify us, you could lose all the money in your account (plus your maximum overdraft line of credit).

   If you tell us within two (2) business days after you learn of the loss or theft of your card or code, you can lose no more than $50 if someone uses your card or code without your permission.

   If you do NOT tell us within 2 business days after you learn of the loss or theft of your card or code, and we can prove we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as $500.

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

   b. **Limit on Liability for Visa Debit Card.** Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa Debit Card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number (PIN) which are not processed through Visa.

   c. **Business Days.** For purposes of these disclosures, our business days are Monday through Friday. Holidays are excluded.

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

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If you have an overdraft line of credit and the transfer would go over the credit limit.
- If the Automated Teller Machine where you are making the transfer does not have enough cash.
- If the terminal or system is not working properly and that fact is evident when you start the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If the transfer of funds is restricted by the legal process.
- If there are additional exceptions specified under other agreements that you have with us.

7. Confidentiality. We will disclose information to third parties about your account or the transfers you make: (a) where it is necessary for completing transfers or (b) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, (c) in order to comply with government agency or court orders, (d) if you give us your written permission or (e) in accordance with our privacy policy.

8. In Case of Errors or Questions About Your Electronic Transfers. If you think your statement or receipt is wrong, or if you need more information about a transaction, contact us as soon as possible at the telephone number or address listed on page 2 of this Agreement.

We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. When you contact us:

a. ***Tell us your name and account number.*** Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

b. ***Tell us the dollar amount of the suspected error.*** If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within 10 business days after we hear from you, and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

c. Extended Timeframes. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will reverse any provisional credits and send you a written explanation. If there are insufficient funds in your account to cover the amount of the provisional credit, the account will be overdrawn, and you will be responsible for payment. You may ask for copies of the documents that we used in our investigation.

FACTS

WHAT DOES WINGS CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

Rev. January 2026

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect, and share depend on the product or service you have with us. This information can include:

- Social Security number and income.
- Account balances and payment history.
- Transaction or loss history and credit history.

All of the above exclude text messaging originator opt-in data and consent; this information will not be shared with any third parties.

How?

All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons Wings Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Wings Credit Union share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	Yes	Yes

To limit our sharing

To limit our sharing, call (800) 692-2274 or update your preferences in your digital banking profile.

Please note: If you are a *new* member, we can begin sharing your information 30 days from the date we provide this notice. When you are *no longer* our member, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

Questions?

Call (800) 692-2274 or visit wingscu.com/privacy-policy

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Who we are	
Who is providing this notice?	Wings Credit Union
What we do	
How does Wings Credit Union protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Wings Credit Union collect my personal information?	We collect your personal information, for example, when you: • Open an account or make deposits or withdrawals from your account. • Apply for a loan or give us your income information. • Use your ATM or debit card. We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes—information about your creditworthiness. • Affiliates from using your information to market to you. • Sharing for nonaffiliates to market to you. State laws and individual companies may give you additional rights to limit sharing.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply only to you individually. However, one joint consumer may opt out on behalf of all joint consumers by calling (800) 692-2274.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • Our affiliates include companies with a common corporate identity.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • Nonaffiliates we share with can include financial service providers, such as mortgage, insurance, securities, trust and direct marketing companies and non-profit organizations.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • Our joint marketing partners include credit card companies.

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