

About Your Credit Union Accounts



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YOUR TRUTH-IN-SAVINGS DISCLOSURE

To open your account, complete the appropriate account card and return it to our Financial Service Associate. Please read this brochure completely and retain it with your personal records.

All agreements and disclosures shall be construed in accordance with the provisions of the Nevada Uniform Commercial Code (UCC). Share accounts, share draft accounts and share certificate accounts are subject to the requirements below and such other terms and conditions as established by the Board of Directors and as contained in the account agreements.



INFORMATION REGARDING MEMBER IDENTIFICATION

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 our Members: When you open an account, we will ask for your name, 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 objects.

GENERAL INFORMATION ABOUT ALL OF OUR ACCOUNTS

PAR VALUE

The par value of a share in the Financial Horizons Credit Union Share Account is \$25. The par value of a Youth Share Account is \$5.

ACCRUAL OF DIVIDENDS

Dividends begin to accrue on the business day you deposit cash or non-cash items (e.g., checks) to your account if deposited before close of business.

DIVIDEND RATES

The dividend rate and Annual Percentage Yield on our Share, Share Draft Checking and Share Certificate Accounts are stated on the Rate Schedule accompanying this Disclosure.

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

If you close your share account before dividends are credited, you will not receive accrued dividends.

BALANCE INFORMATION

We compute the balance in our Share, Share Draft Checking and Share Certificate Account to determine the dividends you will be paid by using the daily balance method which applies a daily periodic rate to the balance in your account each day.

REQUIREMENT TO MAINTAIN A REGULAR SHARE ACCOUNT

You must open a Regular Share Account or Youth Share Account to open any subsequent accounts. You must maintain the Regular Share Account or Youth Share Account to avoid closure of that account and any subsequent accounts.

ABOUT OUR SHARE ACCOUNTS

Financial Horizons Credit Union's share accounts let you deposit your money in a savings account and withdraw your money generally at any time. Our share accounts are the Regular Share, Youth Share, Managed Share, Vacation Savings, Christmas Club Savings, Money Market, Horizons High Yield Share, and IRA Share Accounts.

RATE INFORMATION

Our share accounts are designated as variable rate accounts on the Rate Schedule. These rates and yields may change at any time at the Credit Union's discretion.

TRANSACTION LIMITATIONS

During any calendar month, no more than six (6) withdrawals or transfers made to another account at the Credit Union or to a third party by means of a pre-authorized, automatic transfer, online or telephonic order or instruction, whether initiated by check, draft, debit card, or similar order payable to a third party, may be made from each savings account or money market deposit account. If an Account Holder exceeds, or attempts to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests, and the Credit Union may reclassify or close the account. Transfers initiated by calling the Credit Union or through the Telephone Banking Audio Response service must be counted among the six (6) monthly transfers, except that there are no limits on the number of withdrawals paid directly to an Account Holder when such transfers or withdrawals are made by mail, messenger, automated teller machine (ATM), or in person, or when such withdrawals are made by telephone (via check mailed payable to the Account Holder).

➔ *About Our Regular Share Account*

DIVIDEND COMPOUNDING AND CREDITING

Dividends will be compounded monthly and will be credited monthly. For the Regular Share Account the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Rate Schedule.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open your Regular Share Account is \$25. You must have a minimum daily balance of \$250 in your Regular Share Account to obtain the Annual Percentage Yield stated on the Rate Schedule. You must maintain a minimum daily balance of \$25 in your Regular Share Account to avoid closure.

TRANSACTION LIMITATIONS

The maximum number of automated withdrawals or telephone transfers you may make is 6 within a calendar month. If you exceed the transfer/withdrawal limitations in any calendar month, your account will be subject to the fee stated on the Fee Schedule.

➔ *About Our Youth Share Account*

DIVIDEND COMPOUNDING AND CREDITING

Dividends will be compounded monthly and will be credited monthly. For the Youth Share Account the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Rate Schedule.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open your Youth Share Account is \$5. You must have a minimum daily balance of \$5 in your Youth Share Account to obtain the Annual Percentage Yield stated on the Rate Schedule and to avoid closure.

TRANSACTION LIMITATIONS

The maximum number of automated withdrawals or telephone transfers you may make is 6 within a calendar month. If you exceed the transfer/withdrawal limitations in any calendar month, your account will be subject to the fee stated on the Fee Schedule.

➔ *About Our Managed Share Account*

DIVIDEND COMPOUNDING AND CREDITING

Dividends will be compounded monthly and will be credited monthly. For the Managed Share Account, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Rate Schedule.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open your Managed Share Account is \$25. You must have a minimum daily balance of \$25 in your Managed Share Account to obtain the Annual Percentage Yield stated on the Rate Schedule and to avoid closure.

TRANSACTION LIMITATIONS

The maximum number of withdrawals you may make is 3 within a calendar month. If you exceed the transfer/withdrawal limitations in any calendar month, your account will be subject to the fee stated on the Fee Schedule.

➔ *About Our Vacation Savings Account*

DIVIDEND COMPOUNDING AND CREDITING

Dividends will be compounded annually and will be credited annually. For the Vacation Savings Account the dividend period is annually. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is December 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Rate Schedule.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

You must have a minimum daily balance of \$25 in your Regular Share Account to open this account. The minimum deposit required for you to open your Vacation Savings Account is \$5. You must have a minimum daily balance of \$5 in your Vacation Savings Account to obtain the Annual Percentage Yield stated on the Rate Schedule and to avoid closure.

TRANSACTION LIMITATIONS

Your Vacation Savings Account may be opened at any time. Funds will be disbursed on June 1 directly to your Regular Share Account.

Transfer of Vacation Savings Account balances to your Regular Share Account will not automatically close your Vacation Savings Account. The account will remain open unless you notify the credit union to close the account.

➔ *About Our Christmas Club Savings Account*

DIVIDEND COMPOUNDING AND CREDITING

Dividends will be compounded annually and will be credited annually. For the Christmas Club Savings Account the dividend period is annually. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is December 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Rate Schedule.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

You must have a minimum daily balance of \$25 in your Regular Share Account to open this account. The minimum deposit required for you to open your Christmas Club Savings Account is \$5. You must have a minimum daily balance of \$5 in your Christmas Club Savings Account to obtain the Annual Percentage Yield stated on the Rate Schedule and to avoid closure.

TRANSACTION LIMITATIONS

Your Christmas Club Savings Account may be opened at any time. Funds will be disbursed yearly on November 1 directly to your Regular Share Account.

Transfer of Christmas Club Account balances to your Regular Share Account will not automatically close your Christmas Club Account. The account will remain open unless you notify the credit union to close the account.

➔ *About Our Money Market Account*

DIVIDEND COMPOUNDING AND CREDITING

Dividends will be compounded monthly and will be credited monthly. For the Money Market Account the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Rate Schedule.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

You must have a minimum daily balance of \$25 in your Regular Share Account to open this account. The minimum deposit required for you to open your Money Market Account is \$2,500. You must have a minimum daily balance of \$2,500 in your Money Market Account to obtain the Annual Percentage Yield stated on the Rate Schedule and to avoid a service fee and avoid closure.

TRANSACTION LIMITATIONS

The maximum number of check/electronic withdrawals you may make is 6 within a calendar month. If you exceed the check withdrawal limitations in any calendar month, your account will be subject to the fee stated on the Fee Schedule.

➔ *About Our Horizons High Yield Share Account*

DIVIDEND COMPOUNDING AND CREDITING

Dividends will be compounded monthly and will be credited monthly. For the Horizons High Yield Share Account the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Rate Schedule.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

You must have a daily balance of \$25 in your Regular Share Account to open this account. The minimum deposit required for you to open your Horizons High Yield Share Account is \$10,000. You must have a minimum daily balance of \$10,000 in your Horizons High Yield Share Account to obtain the Annual Percentage Yield stated on the Rate Schedule.

TRANSACTION LIMITATIONS

The maximum number of automated withdrawals or telephone transfers you may make is 6 within a calendar month. If you exceed the transfer/withdrawal limitations in any calendar month, your account will be subject to the fee stated on the Fee Schedule.

➔ *About Our IRA Share Accounts*

Our IRA Share Accounts are available for Traditional IRA, Roth IRA, and Coverdell Education Savings Account investments.

DIVIDEND COMPOUNDING AND CREDITING

Dividends will be compounded quarterly and will be credited quarterly. For the IRA Share Accounts the dividend periods are quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Rate Schedule.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

You must have a minimum daily balance of \$25 in your Regular Share Account to open this account. The minimum deposit required for you to open your IRA Share Account is \$25. You must have a minimum daily balance of \$25 in your IRA Share Account to obtain the Annual Percentage Yield stated on the Rate Schedule and to avoid closure.

INCORPORATION OF IRA AGREEMENT AND DISCLOSURES

All other terms and disclosures for our Individual Retirement Accounts are contained in the Credit Union's Individual Retirement Account agreement and disclosure statement, which by this reference is incorporated into this account disclosure in its entirety. When you open your Individual Retirement Account, the Credit Union agreement and disclosure statement will be provided to you.

ABOUT OUR SHARE DRAFT/CHECKING ACCOUNTS

Financial Horizons Credit Union offers a share draft/checking account which lets you withdraw your money and write checks against your account at any time. Our share draft/checking accounts are the Regular Checking, Green Checking, Young Adult and Horizons High Yield Checking Account.

RATE INFORMATION

Our share draft/checking accounts are designated as variable rate accounts on the Rate Schedule. These rates and yields may change at any time at the Credit Union's discretion.

DIVIDEND COMPOUNDING AND CREDITING

Dividends will be compounded daily and will be credited monthly. For the Regular Checking, Green Checking, Young Adult and Horizons High Yield Checking accounts the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Rate Schedule.

➔ *About Our Regular Checking Account*

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

You must have a minimum daily balance of \$25 in your Regular Share Account to open this account. The minimum deposit required for you to open your Regular Checking Account is \$25. You must maintain a minimum daily balance of \$500 in your Regular Checking Account to obtain the Annual Percentage Yield stated on the Rate Schedule.

ACCOUNT LIMITATIONS

To avoid the monthly service fee as stated on the Fee Schedule, you must meet any one of the following criteria:

- Must maintain a minimum monthly balance in the account of \$500; or
- Are a member ages 62 years or older; or
- Must make an aggregate minimum direct deposit of \$250 in the account each month.

➤ *About Our Green Checking Account*

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

You must have a minimum daily balance of \$25 in your Regular Share Account to open this account. The minimum deposit required for you to open your Green Checking Account is \$25. You must maintain a minimum daily balance of \$500 in your Green Checking Account to obtain the Annual Percentage Yield stated on the Rate Schedule.

ACCOUNT LIMITATIONS

To avoid the monthly service fee as stated on the Fee Schedule, you must meet all of the following criteria:

- Must make an aggregate minimum direct deposit of \$250 in the account each month; and
- Must have at least twelve (12) debit card purchase transactions posted and cleared during the monthly statement cycle.

➤ *About Our Young Adult Checking Account*

The Young Adult Checking Account is offered to members 14 to 23 years of age.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

You must have a minimum daily balance of \$25 in your Regular Share Account to open this account. The minimum deposit required for you to open your Young Adult Checking Account is \$25. You must maintain a minimum daily balance of \$500 in your Young Adult Checking Account to obtain the Annual Percentage Yield stated on the Rate Schedule.

ACCOUNT LIMITATIONS

To avoid the monthly service fee as stated on the Fee Schedule, you must meet all of the following criteria:

- Must have at least five (5) debit card purchase transactions posted and cleared during the monthly statement cycle.

➤ *About Our Horizons High Yield Checking Account*

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

You must have a minimum daily balance of \$25 in your Regular Share Account to open this account. The minimum deposit required for you to open your Horizons Checking Account is \$10,000. You must maintain a minimum daily balance of \$10,000 to obtain the Annual Percentage Yield stated on the Rate Schedule and to avoid closure.

ABOUT OUR SHARE CERTIFICATE ACCOUNTS

Financial Horizons Credit Union's share certificate accounts let you deposit your money for a specified period of time. Our share certificate accounts are the Share Certificates, Triple Option Share Certificate, Roth IRA Certificate, Coverdell Education Savings Account Certificate, and IRA Share Certificate.

ANNUAL PERCENTAGE YIELD

The Annual Percentage Yield is based on an assumption that dividends will remain on deposit until maturity. If you make a withdrawal from your account, your earnings will be reduced.

MATURITY

Your account will mature as reflected on the Rate Schedule. The maturity date will be stated on the certificate or receipt provided to you at the time of opening your account.

EXCEPTIONS TO PENALTIES

The penalties stated below will not apply if:

1. The withdrawal is made subsequent to the death of any owner of the share certificate account, or is made pursuant to the Credit Union's bylaws.
2. The share certificate account is part of a pension plan which qualifies or is qualified for specific tax treatment under Section 401(d) or 408 of the Internal Revenue Code and withdrawal is made to effect distribution of the funds evidenced by such account following the participant's death or disability or upon attaining not less than 59 1/2 years of age, or
3. Such withdrawal is made as a result of the voluntary or involuntary liquidation of the Credit Union issuing the account.

RATE INFORMATION

Our Share Certificate Accounts are designated as fixed rate accounts on the Rate Schedule. You will be paid these rates and yields until maturity.

EARLY WITHDRAWAL PENALTY

We may impose a penalty if you withdraw any of the principal from this account before maturity. The penalty imposed shall be as follows:

- a) If the term of the certificate is 91 to 365 days, the penalty will be an amount equal to 90 days dividends on the amount withdrawn, whether earned or not.
- b) If the term of the certificate is greater than 365 days, the penalty will be an amount equal to 180 days dividends on the amount withdrawn, whether earned or not.

➔ *About Our Share Certificate Account*

DIVIDEND COMPOUNDING AND CREDITING

Dividends will be compounded daily and will be credited monthly and at maturity. For the Share Certificate Account the dividend period is monthly.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

You must have a minimum daily balance of \$25 in your Regular Share Account to open this account. The minimum deposit required for you to open your Share Certificate Account is \$1,000. You must have a minimum daily balance of \$1,000 in your Share Certificate Account to obtain the Annual Percentage Yield stated on the Rate Schedule and to avoid closure.

RENEWAL OF ACCOUNT/GRACE PERIOD

At your option, you may have your certificate renew automatically. If you choose to have your account renewed automatically, it will renew at maturity for the same time period as original term at the prevailing rate unless you withdraw all of the funds in your account at maturity or within a grace period of 10 calendar days after maturity. If your account does not automatically renew at maturity and you do not renew your account, your funds will be transferred to your Regular Share Account or paid directly to the owner(s).

ACCOUNT LIMITATIONS

You may not make deposits into or withdrawals from this account until the maturity date. See **Early Withdrawal Penalties**. You may have dividends credited to your Regular Share Account (You must select dividend payment method when the account is opened.)

➔ *About Our Triple Option Share Certificate*

The Triple Option Share Certificate will allow you to change your rate if rates go up to a higher rate one time during the term of the certificate without penalty, make deposits without affecting the original dividend rate, and you may make a one time withdrawal of up to 1/2 of the original certificate amount without a penalty.

DIVIDEND COMPOUNDING AND CREDITING

Dividends will be compounded daily and will be credited monthly and at maturity. For the Triple Option Share Certificate Account the dividend period is monthly.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

You must have a minimum daily balance of \$25 in your Regular Share Account to open this account. You must have a minimum daily balance of \$2,500 in your Triple Option Share Certificate Account to obtain the Annual Percentage Yield stated on the Rate Schedule and to avoid closure.

ACCOUNT LIMITATIONS

You may make deposits into your Triple Option Certificate at anytime. Total subsequent deposits to the Triple Option Share Certificate may not exceed the amount originally deposited. You may make no more than one withdrawal from your Triple Option Share Certificate before maturity of not more than 1/2 of the original certificate amount. If you exceed the withdrawal limitations before maturity, your account will be subject to the Early Withdrawal Penalties. See **Early Withdrawal Penalties**.

➔ *About Our Roth IRA or Coverdell Education Savings Account Certificates*

DIVIDEND COMPOUNDING AND CREDITING

Dividends will be compounded quarterly and will be credited quarterly and at maturity. For the Roth IRA or Coverdell Education Savings Account Certificates the dividend period is quarterly.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

You must have a minimum daily balance of \$25 in your Regular Share Account to open this account. The minimum deposit required for you to open your Roth IRA or Coverdell Education Savings Account Certificate Account is \$500. You must have a minimum daily balance of \$500 in your Roth IRA or Coverdell Education Savings Account Certificate to obtain the Annual Percentage Yield stated on the Rate Schedule and to avoid closure.

RENEWAL OF ACCOUNT/GRACE PERIOD

Your account will automatically renew at maturity for the same time period as original term at the prevailing rate unless you withdraw all of the funds in your account at maturity or within a grace period of 10 days after maturity.

ACCOUNT LIMITATIONS

You may not make deposits into this account until the maturity date. See **Early Withdrawal Penalties**.

INCORPORATION OF IRA AGREEMENT AND DISCLOSURES

All other terms and disclosures for our Individual Retirement Accounts are contained in the Credit Union's Individual Retirement Account agreement and disclosure statement, which by this reference is incorporated into this account disclosure in its entirety. When you open your Individual Retirement Account, the Credit Union agreement and disclosure statement will be provided to you.

➔ *About Our IRA Share Certificate Accounts*

DIVIDEND COMPOUNDING AND CREDITING

Dividends will be compounded quarterly and will be credited quarterly and at maturity. For the IRA Share Certificate Account the dividend period is quarterly.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

You must have a minimum daily balance of \$25 in your Regular Share Account to open this account. The minimum deposit required for you to open your IRA Share Certificate Account is \$1,000. You must have a minimum daily balance of \$1,000 in your IRA Share Certificate Account to obtain the Annual Percentage Yield stated on the Rate Schedule and to avoid closure.

RENEWAL OF ACCOUNT/GRACE PERIOD

Your account will automatically renew at maturity for the IRA Share Certificate Account for the same time period as the original term at the prevailing rate unless you withdraw all of the funds in your account at maturity or within a grace period of 10 days after maturity.

ACCOUNT LIMITATIONS

You may not make deposits into or withdrawals from this account until the maturity date. See **Early Withdrawal Penalties**.

INCORPORATION OF IRA AGREEMENT AND DISCLOSURES

All other terms and disclosures for our Individual Retirement Accounts are contained in the Credit Union's Individual Retirement Account agreement and disclosure statement, which by this reference is incorporated into this account disclosure in its entirety. When you open your Individual Retirement Account, the Credit Union agreement and disclosure statement will be provided to you.

MOBILE DEPOSIT DISCLOSURE AND AGREEMENT

This Mobile Deposit Disclosure and Agreement, as amended from time to time ("Agreement"), sets forth the terms and conditions governing the use of Financial Horizons Credit Union's Mobile Deposit services ("Mobile Deposit"). Please read this Agreement completely and retain it with your personal records. By using, or allowing another person to use, Mobile Deposit services offered by Financial Horizons Credit Union, you agree to be bound by the terms and conditions of this Agreement. In this Agreement, the terms "you" and "your(s)" refer to the member, and the terms "we", "us", "our(s)" and "Credit Union" refer to Financial Horizons Credit Union.

WHAT IS MOBILE DEPOSIT?

Mobile Deposit is a service that allows you to deposit a check into your Credit Union account from anywhere with cellular data connectivity by using your mobile device or the Financial Horizons Credit Union Mobile Application to take and send an Electronic Image of the item. It eliminates the need to deliver the paper item to the Credit Union.

SYSTEM REQUIREMENTS

To use the Mobile Deposit service, you must meet the following system requirements:

- You must have a mobile device (e.g., smartphone or tablet) with an enabled camera and Internet access. Third party fees may apply for data and Internet access. Contact your mobile device carrier for additional information.
- You must have the Financial Horizons Credit Union Mobile Application installed on your mobile device. The Financial Horizons Credit Union Mobile Application can be downloaded from your device's application store. The Operating System version must be compatible with the latest version of the application.

REQUIREMENTS FOR ELECTRONIC IMAGES

Prior to creating an Electronic Image of a check, you must add, "*Mobile Deposit to Financial Horizons Credit Union,*" your Credit Union account number and your signature endorsement to the back of the check, or as otherwise instructed by the Credit Union.

An "Electronic Image" must contain: (i) a complete, legible and accurate image of the front of the check showing the name of the drawer/payor, signature(s), the paying bank's pre-printed information, MICR encoded information, the name of the payee and the payment amount information; and (ii) a complete, legible and accurate image of the back of the check showing your signature endorsement.

RESTRICTIVE ENDORSEMENT REQUIRED: Your check must bear the following restrictive endorsement: "*Sign the back of the check and write for Mobile Deposit Only for Financial Horizons CU and account #.*" The Credit Union reserves the right to refuse to accept any check for deposit through the Mobile Deposit service that does not bear the above restrictive endorsement.

The following check items are not accepted for deposit through the Mobile Deposit service:

- Items that do not contain the above-described restrictive endorsement.
- Items displaying a "non-negotiable" or "void" notation or watermark.
- Items containing an alteration on the front of the check, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Items dated more than six (6) months prior to the date of deposit.
- Items issued by or through a financial institution in a foreign country.
- Items not payable in United States currency.
- Items with incomplete or illegible information.
- Items that are money orders, traveler's checks, treasury checks or savings bonds.
- Items made payable to a third party (i.e., any person or entity other than you).
- Items that are in violation of any federal or state law, rule, or regulation.
- Checks or items prohibited by the Credit Union's current procedures relating to the Mobile Deposit service or are otherwise not acceptable under the terms of your Credit Union account.
- Items with any endorsement on the back other than what is specified in this Agreement.

You agree to follow any and all other procedures and instructions for use of the Mobile Deposit service as the Credit Union may establish from time to time.

TRANSACTION LIMITATIONS

The maximum amount you may deposit on any day is \$5,000. We reserve the right to modify this limit from time to time.

PROCESSING ELECTRONIC IMAGES

We will review each Electronic Image received to determine whether it is eligible for processing. If eligible, we will: (a) present the Electronic Image directly or indirectly to the bank on which the original check is drawn or through which the original check is payable ("Paying Bank"); (b) create a substitute check that we will present directly or indirectly to the Paying Bank; or (c) if we are the Paying Bank, present or post the Electronic Image. If we determine for any reason that the Electronic Image is illegible, incomplete, or otherwise ineligible for processing, we will require you to present the original item for deposit. It is your responsibility to retain the original item for a reasonable period of time to ensure that it is properly credited to your account. The Credit Union is not responsible for errors in Electronic Images that may prevent or delay the deposit of funds into your account. The Credit Union is not responsible for any image that we do not receive for any reason, including transmission interruptions.

All deposits are subject to later verification by us. We may return or refuse to accept all or any part of a deposit to your Account using the Mobile Deposit service at any time and will not be liable for doing so even if such action causes checks or other debits to your Account to be dishonored and returned. You are solely responsible for paying any overdraft or insufficient funds (NSF) fee charged by the Credit Union or any third party as a result of the Credit Union's rejection of any item(s), or for any item(s) returned unpaid.

CUT-OFF TIME AND CREDIT TO YOUR ACCOUNT

Items transmitted using the Mobile Deposit service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC, and therefore longer hold delays may apply to these deposited items. Deposits received before 1:30 p.m. Pacific Time on a business day the Credit Union is open (a "business day" is any day except Saturdays, Sundays and holidays) will be credited to your account on the same business day we receive your deposit. Deposits received after 1:30 p.m. Pacific Time on a business day the Credit Union is open will be credited on the first business day after we receive your deposit. Funds that you deposit using the Mobile Deposit service may not be immediately available to you.

FEES

All fees or charges associated with the Mobile Deposit service are disclosed in our Fee Schedule, as amended from time to time, a copy of which accompanies this Agreement. At any time, in our discretion, we may add to or modify disclosed fees, subject to any prior notice requirements under applicable law (see Amendments). Your continued use of the Mobile Deposit service after the change becomes effective shall constitute your agreement to pay the disclosed fee. You may designate in writing the account from which such fees may be charged; however, you authorize us to charge such fees to any account you maintain with us in the event that a specific account has not been designated by you in writing or if there are insufficient funds in the designated account.

RECORD RETENTION

It is your responsibility to ensure the safekeeping or destruction of the original item after the item has been transmitted. You should securely store each original check(s) for a period of ninety (90) days after you receive confirmation that your deposit has been accepted. Please note that you are solely responsible for the security and storage of the original checks and you are solely liable for any loss or misappropriation of these checks. Original checks that are no longer stored should be disposed of in a secure manner designed to ensure that they cannot be read or recreated.

RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS

You will receive a monthly account statement reflecting all of your transactions unless there is no activity in a particular month. In any case, you will receive a statement at least quarterly.

MEMBER WARRANTIES AND INDEMNIFICATION

By using the Mobile Deposit service, you represent and warrant all of the following to be true:

- The item transmitted is a complete, accurate and unaltered item payable to you, that it originated as a paper item, and that you are legally entitled to negotiate it.
- The original check has not and will not be: (i) deposited; (ii) endorsed to a third party; or (iii) otherwise negotiated or submitted for payment, after transmitting the digital image through the Mobile Deposit service.
- No other duplicate images of the original check have been made.
- The electronic image of the check, or any substitute check as defined by federal law, will become the representation of the check for all purposes (except funds availability) including return item processing.
- Any files and images transmitted to the Credit Union will not contain any viruses or any other disabling features that may have an adverse impact on the Credit Union's network, data, or related system.
- You will not attempt to deposit or otherwise negotiate any original check that you have previously presented to us as an Electronic Image through the Mobile Deposit service. You will not attempt to present a duplicate Electronic Image.

You agree to indemnify, defend and hold the Credit Union, its directors, officers, employees, and agents harmless for any losses, liabilities, damages, claims, costs, or expenses (including reasonable fees) arising from its reliance on these representations and warranties, as well as any of the following:

- Any negligent or intentional act or omission by you in the performance of your obligations under this Agreement.
- Calculation or data entry errors made by you.
- Any material breach of this Agreement or violation of any applicable law, statute, or regulation in the performance of your obligations.
- Your failure to securely maintain your hardware, your security credentials, or to securely maintain or dispose of any original check.

This section shall survive the termination of the Mobile Deposit service.

HOW TO NOTIFY US IN CASE OF ERRORS

If you believe there has been an error with respect to any original check or Electronic Image transmitted to the Credit Union for deposit, call us at (775) 945-2421 or write to us at P.O. Box 2288, Hawthorne, NV 89415. You will be asked to produce the original item and may be asked to complete a written statement in support of your claim.

SERVICE AND MAINTENANCE

We may periodically audit the Mobile Deposit service and infrastructure. From time to time, the Credit Union may disable the Mobile Deposit service without prior notice for scheduled maintenance and upgrades to the system. In the event the Mobile Deposit service is unavailable, you may deposit the original item in person at a Credit Union branch location during regular business hours, at a Credit Union ATM, or by mailing the item to us at P.O. Box 2288, Hawthorne, NV 89415.

OUR RIGHT TO AUDIT

We may periodically audit your individual transactions and use of the Mobile Deposit service to verify your compliance with this Agreement. You agree to cooperate with any such audit and to provide, at your expense, such information or documents as we may reasonably request.

TERMINATION

You may terminate this Agreement with us at any time. The Credit Union reserves the right to terminate this Agreement and/or your use of Mobile Deposit service at any time with or without cause. We may do so immediately if:

- a) You or any authorized signer on your account breaches this or any other agreement with the Credit Union;
- b) We have reason to believe that there has been or might be an unauthorized use of your account; or
- c) You or any authorized signer on your account requests that we do so.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We will disclose information to third parties about your account or the transfers you make:

- a) When it is necessary to complete the transaction;
- 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 or other legal process; or
- d) If you give us your prior oral or written permission.

ADDRESS CHANGE

You are required to keep the Credit Union informed of your current address to insure correct mailing of monthly statements. If you have elected to receive statements electronically, it is also your responsibility to keep the Credit Union informed of your current email address.

ADDITIONAL BENEFIT ENHANCEMENTS

The Credit Union may from time to time offer additional services to you in connection with your accounts. Some services may be at no additional cost to you and others may involve a specified fee. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

ELECTRONIC DISCLOSURE OF MOBILE DEPOSIT DISCLOSURE AND AGREEMENT

By accessing the Mobile Deposit service, you acknowledge and accept electronic receipt of the Credit Union's Mobile Deposit Disclosure and Agreement. You agree that you have read this Agreement in its entirety and will abide by its terms and conditions. You understand that the Credit Union will not provide you with an additional paper (non-electronic) copy of this Agreement unless you specifically request it.

AMENDMENTS

The Credit Union may change the terms and conditions of this Agreement from time to time by sending written notice to you at your address as it appears on our records. If any change results in greater cost or liability to you or decreases access to your accounts, you will be given at least thirty (30) days prior notice of the change to the extent required by applicable law. Prior notice may not be given where an immediate change in terms or conditions is necessary to maintain the integrity of the system and/or the security of the Mobile Deposit service or designated accounts.

GOVERNING LAW; ATTORNEYS' FEES

All agreements and disclosures shall be construed in accordance with the laws of the State of Nevada and the provisions of the Nevada Uniform Commercial Code (UCC). You agree to pay the Credit Union all of our costs and reasonable attorneys' fees, including all collection costs, litigation costs, skip-tracing fees, and outside services fees incurred while we are enforcing our rights under this Agreement.

RESERVATION OF RIGHTS

Failure or delay by the Credit Union to enforce any provision of this Agreement or to exercise any right or remedy available under this Agreement, or at law, shall not be deemed a waiver and the Credit Union expressly reserves the right to enforce such provision, or to exercise such right or remedy, at a later date.

OTHER AGREEMENTS

Except as stated otherwise in the Agreement, this Agreement does not alter or amend any of the terms or conditions of any other agreement you may have with the Credit Union.

SEVERABILITY

If any part of this Agreement should be held to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

REGULATIONS RELATING TO FUND TRANSFERS

APPLICABLE LAW

This agreement and notice applies to funds transfers as defined in the Article 4A of the Uniform Commercial Code and Subpart B of Regulation J of the Board of Governors of the Federal Reserve System.

FUNDS TRANSFER CUT-OFF TIME

The Credit Union may establish or change cut-off times for the receipt and processing of funds transfer requests, amendments, or cancellations. Unless other times are posted for the various types of funds transfers, the cut-off time will be at 1:00 p.m. on each weekday that the Credit Union is open excluding holidays. Payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the next funds transfer business day and processed accordingly.

SERVICE CHARGES/FEES

The Credit Union may charge your account for the amount of any funds transfer initiated by you or by any person authorized by you as a joint tenant or other authorized party with the right of access to the account from which the funds transfer is to be made. Please refer to our Schedule of Fees and Charges for current fees.

SECURITY PROCEDURES

The Credit Union may establish, from time to time, security procedures to verify the authenticity of a payment order. You will be notified of the security procedure, if any, to be used to verify payment orders issued by you or for which your account will be liable. You agree that the authenticity of payment orders may be verified using that security procedure unless you notify the Credit Union in writing that you do not agree to that security procedure. In that event, the Credit Union shall have no obligation to accept any payment order from you or other authorized parties on the account until you and the Credit Union agree, in writing, on an alternate security procedure.

USE OF FEDWIRES

If you send or receive a wire transfer, Fedwire may be used. Regulation J will govern Fedwire transactions, except to the extent of a conflict between Regulation E and Regulation J with respect to remittance transfers, in which case, Regulation E shall govern.

IDENTIFICATION OF BENEFICIARY

If you give the Credit Union a payment order which identifies the beneficiary (recipient of the funds) by both name and identifying or account number, payment may be made by the beneficiary's bank on the basis of the identifying or bank account number, even if the number identifies a person different than the named beneficiary. This means that you will be responsible to the Credit Union if the funds transfer is completed on the basis of the identification number you provided the Credit Union.

IDENTIFICATION OF BENEFICIARY AND INTERMEDIARY BANK BY NUMBER

If you give the Credit Union a payment order which identifies an intermediary or beneficiary's bank by both name and an identifying number, a receiving bank may rely on the number as the proper identification even if it identifies a different bank than the named bank. This means that you will be responsible for any loss or expenses incurred by a receiving bank which executes or attempts to execute the payment order in reliance on the identifying number you provided.

PROVISIONAL ACH PAYMENTS

The Credit Union may at its discretion give you credit for automated clearinghouse (ACH) payments before it receives final settlement of the funds transfer. Any such credit is provisional until the Credit Union receives final settlement of the payment. You are hereby notified and agree, if the Credit Union does not receive such final settlement, that

it is entitled to a refund from you of the amount credited to you in connection with that ACH entry. This means that the Credit Union may provide you with access to ACH funds before the Credit Union actually receives the money. However, if the Credit Union does not receive the money, then the Credit Union may reverse the entry on your account and you would be liable to repay the Credit Union.

NOTICE OF RECEIPT OF ACH FUNDS

ACH transactions are governed by operating rules of the National Automated Clearing House Association. In accordance with these rules, the Credit Union will not provide you with next day notice of receipt of ACH credit transfers to your account. You will continue to receive notices of receipt of ACH items in the periodic account statements which we provide.

RECEIPT OF INCOMING (NON-ACH) FUNDS TRANSFERS

If the Credit Union receives a funds transfer for you or for other persons authorized to have access to your account, you agree that the Credit Union is not obligated to provide you with next day notice of the receipt of the funds transfer. The Credit Union will provide you with notification of the receipt of all funds transfers by including such items in the periodic account statements which we provide. You may, of course, inquire between receipt of periodic statements whether or not a specific funds transfer has been received.

PAYMENT OF DIVIDENDS (OR INTEREST)

If the Credit Union becomes obligated under Article 4A to pay interest (or dividends) to you, you agree that the rate of interest (or dividends) to be paid shall be equal to the dividend rate, on a daily basis, applicable to the account at the Credit Union to which the funds transfer should have been made or from which the funds transfer was made.

YOUR ABILITY TO WITHDRAW FUNDS

Our policy is to make funds from your cash and check deposits available to you on the same business day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use them to pay checks that you have written.

We will generally make funds from your deposited checks available to you sooner than we are able to collect the funds for that check. In some cases, checks you deposit may be returned unpaid. You are responsible for your deposits, even if we previously made those funds available to you and you withdrew them. If a check you deposited is returned unpaid for any reason, you will have to repay us and we may assess a returned item fee as set forth in our Fee Schedule, even if doing so causes your account to become overdrawn.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 5:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

LONGER DELAYS MAY APPLY

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225 of your deposits, however, may be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you 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 \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

Funds from all other check deposits will be available on the 7th business day after the day of your deposit. We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available.

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new member, the following special rules 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 \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the 11th business day after the day of your deposit.

HOLDS ON OTHER FUNDS

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

UNCLAIMED PROPERTY LAW - NEVADA

The holder(s) of this account shall inform the Credit Union of any change in their address(es). The shares and accumulated dividends earned thereon will escheat to the Office of the State Treasurer if, for a period of three years:

1. There has been no account activity; or
2. There has been no written communication by you; or
3. There has been no other communication with you noted in writing by the Credit Union.
4. There has been no activity on any other accounts you have with the Credit Union.

GENERAL TERMS AND CONDITIONS OF YOUR CREDIT UNION ACCOUNTS

DEFINITIONS

ACCOUNT AGREEMENT means any share, share draft, share certificate, trust, totten trust or UTMA account agreement.

TIS AGREEMENT means the Truth In Savings Agreement entitled, "About Your Credit Union Accounts." ACCOUNT HOLDER means each person who has signed the relevant Account Agreement or is named as an owner of the account on the Account Agreement.

MEMBERSHIP & ACCOUNT APPLICATION

The terms, conditions and information contained in the Membership & Account Application, and all amendments thereto, are by this reference hereby incorporated in their entirety into this TIS Agreement and become an integral part of the General Terms and Conditions of the Credit Union Accounts.

ACCOUNT OWNERSHIP

The ownership of trust, totten trust and UTMA accounts shall be governed by the applicable Account Agreement. Unless otherwise specified in the Account Agreement, the parties who sign an Account Agreement agree with each other and with the Credit Union that all funds in the accounts shall be owned as follows:

- **Individual Accounts:** The account or certificate is owned by the party named on the Account Agreement ("Account Holder"). Upon the death of the party, ownership passes to the named pay-on-death payee(s), designated as the beneficiary(ies) on the Account Agreement.
- **Joint Accounts:** The account or certificate is owned by the parties named on the Account Agreement ("Account Holder"). Upon the death of any of them, ownership passes to the survivor(s). Upon the death of all of them, ownership passes to the named pay-on-death payee(s), designated as the beneficiary named on the Account Agreement.

SPECIAL RULES FOR JOINT ACCOUNTS

Withdrawals by and Liability of Joint Owners – The Account Holders of an account agree with each other and with the Credit Union that all funds and all accumulations thereon are and will be owned by all Account Holders jointly and equally regardless of their net contributions and are subject to the withdrawal or receipt by any of the Account Holders, and payment to any of them shall be valid and discharge the Credit Union from any and all liability for such payment. The Account Holders of an account expressly agree that each Account Holder is jointly and severally liable for any and all overdrafts, losses or charges to an account created by any Account Holder(s).

Deposits – The Credit Union may cash or deposit all checks payable to any signer when endorsed by any other signer.

Disputes – If there is a dispute about ownership or control of an account, the Credit Union may place a hold on the account and not release funds until the Credit Union receives either a court order or an instruction signed by all persons claiming an interest in the account.

NOTICE

Notice to one Account Holder shall constitute notice to all persons authorized to have access to the account.

CHANGES IN TERMS AND CONDITIONS

The use of an account is subject to such other terms, conditions and requirements as the Credit Union may establish from time to time. The Credit Union has the right to change the terms and conditions of this Agreement at any time, in any manner, and for any reason. We may delete or modify existing terms. We may add new terms without regard to whether the matter is already addressed by this Agreement. We may offer new or different services at any time, and may convert an existing account or service into a new account or service. We will generally notify you in advance of changes by sending written notice to your address as it appears on our records. However, we may make changes without sending you advance notice, unless such notice is required by law. By continuing to use or keep your account open, you will be deemed to accept and agree to any such changes in terms.

CONSENT TO CONTACT (NON-TELEMARKETING ONLY)

You give your express consent for the Credit Union and others acting on our behalf to contact you at any telephone number you give to us or we obtain from any other source (including any wireless phone or VoIP number), using any calling or texting technology (including any automatic telephone dialing system, artificial voice or prerecorded voice), regarding this account or any other relationship you now or later have with the Credit Union. You agree that you have not provided, and will not provide to us, any telephone number unless you are the subscriber to the service or the customary user of the telephone to which that number relates unless you tell us in writing. If you revoke this authorization, you agree to do so in a way that is likely to provide us with notice in time to process that revocation before we make any further calls or send any further texts, such as by using one of the methods designated by the Credit Union for such purpose.

ABILITY TO PLEDGE FUNDS

Any or all of the joint Account Holders may pledge all or any part of the funds as security for a loan or loans with the Credit Union only.

ENFORCEMENT OF LIENS

All funds in an account remain subject to any and all liens, including but not limited to statutory liens and/or consensual liens, security interests, rights of set off and charges, notwithstanding the source of the contribution.

FINANCIAL ABUSE REPORTING

Account Holder(s) understand(s) and agree(s) that the Credit Union may report known or suspected illegal or fraudulent activity including, but not limited to, the following:

- Financial abuse involving an elder or dependent adult;
- Where the ownership or collectibility of funds are subject to dispute; or
- Misuse or abuse of account services;

to appropriate law enforcement or government entities, as required or permitted by law. In addition, the Credit Union reserves the right to suspend, restrict, deny or terminate account services and activity, including the placement of an administrative hold (freeze) on account proceeds, or take such other actions as deemed necessary under the circumstances. Account Holder(s) agree(s) to indemnify and hold the credit union harmless from and against all claims, actions, damages, losses, and expenses, including attorneys' fees, as a result of any action or inaction taken in relation to the matters described here.

NOTIFICATION OF CHANGES

Each Account Holder agrees to promptly notify us in writing of any change in address(es). If you fail to do so, we may send notices, statements or other important information to the address shown in our records and you agree to release us from any liability for doing so. You also agree to notify us in writing of any change in ownership or authorized signers, or if an owner or authorized signer dies or is placed under legal guardianship or conservatorship. We may, at our option, require a new Account Agreement to be completed before any such change takes effect. Any such changes shall not affect transactions previously made.

WAIVER OF CERTAIN RIGHTS

The Credit Union reserves the right to waive the enforcement of any of the provisions of this TIS Agreement with respect to any transaction or series of transactions. Any such waiver will not affect the right of the Credit Union to enforce any of its rights with respect to later transactions and is not sufficient to modify the terms and conditions of this TIS Agreement.

CONSUMER REPORTS

The Credit Union makes credit available to its members on a regular basis. The Applicant(s)/Account Holder(s) of the account authorizes the Credit Union to obtain consumer reports in connection with credit and business transactions involving the Applicant(s)/Account Holder(s), including but not limited to applying for membership, the opening of a share or share/draft account or the issuance of an ATM card, Debit card, or other service provided by the Credit Union, and the Applicant(s)/Account Holder(s) of the account authorize any person, association, or corporation to furnish on request of this Credit Union, information concerning the affairs of the Applicant(s)/Account Holder(s). The Applicant(s)/Account Holder(s) also authorizes the Credit Union to furnish information concerning the account to consumer reporting agencies.

NEGATIVE CREDIT REPORTING

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

REPORTING INACCURATE INFORMATION

If you believe the Credit Union is reporting inaccurate information to a credit reporting agency, please notify us at Financial Horizons Credit Union, P. O. Box 2288, Hawthorne, NV 89415 so we can investigate.

POST-DATED SHARE DRAFTS AND CHECKS

The Credit Union will treat all share drafts or checks as though the share drafts or checks were written on the date presented.

EXAMINATION OF STATEMENTS

The Account Holder(s) to whom the periodic statement of account is sent agree(s) to exercise reasonable care and promptness in examining the statement to discover any errors or discrepancies, and to promptly notify the Credit Union after discovery thereof.

NON-CASH PAYMENTS

Non-cash payments deposited into an account may be credited subject to final payment.

FEES AND CHARGES

All accounts shall be subject to service charges in accordance with fee schedules adopted by the Credit Union as amended from time to time.

ATTORNEYS' FEES AND OTHER FEES

You agree to pay the Credit Union all of our costs and reasonable attorneys' fees, including all collection costs, litigation costs, skip-tracing fees, and outside services fees incurred while we are enforcing our rights under this Agreement.

CREDIT UNION'S RIGHT TO OFFSET

Account Holder(s) agrees that the Credit Union has the right to offset against any account of any Account Holder to cover any amount owing to the Credit Union for any reason. Account Holder(s) understand that this means that the Credit Union has the right to impress and enforce a statutory lien against the Account Holder(s)'s share and dividends in the event of the failure of the Account Holder(s) to satisfy any financial obligation due and payable to the Credit Union. Account Holder(s) understand that the Credit Union may enforce this right without further notice except Individual Retirement Accounts (IRA), Keogh Plan, Social Security/SSI, and as otherwise prohibited by law.

OTHER TERMS AND CONDITIONS

The use of an account is subject to such other terms, conditions and requirements as the Credit Union may establish from time to time.

GOVERNING LAW

This TIS Agreement shall be construed in accordance with the laws of the State of Nevada, including the Nevada Uniform Commercial Code (UCC).

➡ *Share Account Agreement*

TRANSFERS TO THIRD PARTIES

During any calendar month, no more than six (6) withdrawals or transfers made to another account at the Credit Union or to a third party by means of a pre-authorized, automatic transfer, online or telephonic order or instruction, whether initiated by check, draft, debit card, or similar order payable to a third party, may be made from each savings account or money market deposit account. If an Account Holder exceeds, or attempts to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests, and the Credit Union may reclassify or close the account. Transfers initiated by calling the Credit Union or through the Telephone Banking Audio Response service must be counted among the six (6) monthly transfers, except that there

are no limits on the number of withdrawals paid directly to an Account Holder when such transfers or withdrawals are made by mail, messenger, automated teller machine (ATM), or in person, or when such withdrawals are made by telephone (via check mailed payable to the Account Holder).

WITHDRAWALS, PRIOR NOTICE REQUIREMENT

The Credit Union reserves the right to require prior written notice of intention to withdraw all or any part of shares not to exceed the notice requirement as set forth in the Credit Union's bylaws.

➔ *Share Draft/Checking Account Agreement*

WITHDRAWALS, APPROVED METHODS

Only share draft blanks and other methods approved by the Credit Union may be used to withdraw funds from a share draft account.

ELECTRONIC CHECK CONVERSION

Upon prior notification from the merchant to the Account Holder, a purchase made with a share draft or check can be converted to a one-time electronic fund transfer (EFT) if authorized by the Account Holder. The Account Holder may also authorize merchants to electronically debit the account for returned check fees. It is agreed that the Account Holder authorizes the electronic funds transfers if the transaction is completed after being told (orally or by a notice posted) that the transfer may be processed electronically or if the Account Holder signs a written authorization.

DEMAND DRAFTS

The Credit Union may pay and charge to the applicable share draft account, share drafts drawn by and payable to any person, organization, association or corporation that has been authorized by an Account Holder to be paid, by the provision of MICR encoded information on the account. It is agreed that the Credit Union's rights in respect to such share drafts shall be the same as if it were a share draft drawn and signed by an Account Holder(s) personally. This authority shall remain in effect until revoked by an Account Holder in writing. It is agreed that the Credit Union shall be fully protected in honoring such share drafts. It is further agreed that if any such share draft is dishonored, whether with or without cause, and whether intentionally or inadvertently, the Credit Union shall incur no liability whatsoever, even though such dishonor results in the forfeit of insurance, loss or damage of any kind.

OVERDRAFTS

The Credit Union is under no obligation to pay a share draft which exceeds the available balance in an account; the Credit Union may, however, pay such a share draft and recover or obtain a refund of the amount of the resulting overdraft plus a service charge from any of the Account Holders of this account, each of whom expressly agrees that each Account Holder is jointly and severally liable for any and all overdrafts of this account and any and all associated costs created by any Account Holder.

NOTICE REGARDING NSF FEES: When an item is returned unpaid due to insufficient available funds [and not covered by the Courtesy Pay Program,] you will be charged a Non-Sufficient Funds (NSF) fee, as stated in the Credit Union's Fee Schedule. If multiple items are returned unpaid due to insufficient available funds on the same day, you will be charged an NSF fee for each returned item. The same item may be presented for payment more than once, and you will be charged an NSF fee each time that item is presented and returned due to insufficient available funds.

Order of Posting: The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. We will pay checks, automated debits (ACH), Debit Card transactions, ATM withdrawals and point-of-sale transactions in the order presented to the Credit Union. Multiple checks presented for payment on the same day will be paid in check number order. For ACH transactions, deposits are posted first then debits are posted by settlement date, then lowest to highest amount. For ATM Card and Debit Card transactions, items are posted in the order received. You understand that the order in which items are processed can affect the total amount of fees that may be assessed against your account. The Credit Union reserves the right to adjust the above processing times in its sole discretion.

Actual and Available Balances: It is also important that you understand the difference between your "actual balance" and your "available balance" in order to properly manage the money in your account and avoid overdraft and insufficient fund fees. Your "actual balance" is the beginning of the day balance after the prior evening's posting. This balance is changed at the close of business every day and stands as is until the close of business on the following day. Your "available balance" is the amount you have in your account at a particular time that is available for immediate withdrawal. Your available balance is updated throughout the day to reflect holds, pending transactions and cleared deposits. The difference between your actual balance and your available balance is the result of pending activity that has not yet posted to the account (example, any "pending" deposits, checks, transfers and withdrawals or holds on your account). We will use the "available balance" in your account to determine if you have sufficient funds to cover your transactions. You can determine your available balance at the ATM, by phone or by accessing your account online or with mobile banking.

You understand that you may be overdrawn even when your actual balance is positive. You also understand that you may still overdraw your account even though the available balance appears to show there are sufficient funds to cover a transaction that you wish to make because your available balance will not reflect all your outstanding checks, automatic bill payments or recent deposits. In addition, your available balance will not reflect all of your debit card transactions. For example, if a merchant obtains your prior authorization but does not submit a one-time debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions), we are required to release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released until the transaction has been received by us and paid from your account. We do not determine and are not responsible for any hold amounts placed by merchants. We encourage you discuss such holds with merchants to determine how much the merchant may place on hold. You must also keep careful records and practice good account management to avoid making transactions without sufficient funds available for withdrawal. For additional details on the availability of your funds for withdrawal, see the section entitled "Your Ability to Withdraw Funds." If you have additional questions about your available or actual balance, please see a branch representative or call (775) 945-2421 or at (866) 310-6999.

Example 1: If you write a check for \$25 but it has not yet cleared your account, your available balance will be \$25 less than what is reflected by your actual balance.

Example 2: If you authorize a debit card transaction for \$30 but it has not yet posted to your account, your available balance will be \$30 less than what is reflected by your actual balance.

Example 3: The following transactions are not reflected in your available balance:

- Any checks you have written that have not yet been presented for payment.
- Any automatic bill payments you have scheduled that have not yet been sent.
- Any debit card transactions where the authorization hold has been released but the transaction has not yet been submitted to the Credit Union.

STALE-DATED SHARE DRAFTS

The Credit Union is under no obligation but may pay a share draft which is presented more than six (6) months after it is dated. The Credit Union may assess a special handling charge upon receipt of any such item in addition to a service charge upon the account in accordance with the fee schedules adopted by the Credit Union and as amended from time to time.

STOP PAYMENTS

Any Account Holder(s) of this account may stop payment of any item drawn against the account. The Stop Payment Order must describe the item with reasonable certainty and must be received in such time and manner as to afford the Credit Union a reasonable opportunity to act upon it. A Stop Payment Order is effective for six (6) months, but it lapses after 14 calendar days if the original order was oral and was not confirmed in writing within that 14 day period. The Stop Payment Order may be renewed in writing for an additional six (6) month period.

TRUNCATION OF DRAFTS

The Account Holder(s) acknowledges that share drafts are truncated and hereby waives any and all rights to receive the items without prejudice to any of the Credit Union's defenses available under the Nevada Uniform Commercial Code (UCC).

LIABILITY OF CREDIT UNION

Except for its own lack of good faith or failure to exercise ordinary care, the Credit Union is not liable for any action it takes regarding the payment or nonpayment of a share draft, even if nonpayment results in the forfeit of insurance, loss or damage of any kind.

CLOSURE OF ACCOUNT

The Credit Union may close a share draft account at any time. Closure of a share draft account will not affect the obligation to pay any outstanding balances or charges owed.

FOR SHARE DRAFT/CHECKING ACCOUNTS WITH SHARE OVERDRAFT PROTECTION

If any Account Holder(s) writes a share draft that would result in the share draft/checking account being overdrawn, the Credit Union is authorized to charge the designated share account(s), regardless of which party signed the item, in such multiples as determined by the Credit Union sufficient to permit the Credit Union to honor the share draft and to credit such charge to the share draft/checking Account. No share draft overdraft may be paid by charging a share account if, as a result of such charge, that share account would be subject in any one month to more than six pre-authorized, automatic or telephonic transfers.

FOR SHARE DRAFT/CHECKING ACCOUNTS WITH LOAN OVERDRAFT PROTECTION

If any Account Holder(s) writes a share draft which would result in the share draft/checking Account being overdrawn, and if at that time any Account Holder(s) is eligible to receive loan advances from this Credit Union on a loan designated

on the Overdraft Agreement, the Credit Union is authorized to make an advance from the designated loan account, and to credit the advance to this Share Draft Account in such multiples as determined by the Credit Union sufficient to permit the Credit Union to honor such share draft and any associated fees.

FOR SHARE DRAFT/CHECKING ACCOUNTS WITH COURTESY PAY

The Credit Union recognizes that sometimes you may overdraw your share draft/checking account. In such cases the Credit Union may decide to honor drafts for which there are insufficient funds. This is the Credit Union's Courtesy Pay Program. The Credit Union provides the Courtesy Pay Program as an accommodation to you and is not obligated to do so, even when it has done so in the past. You do not apply for this service.

The Credit Union may honor overdrafts, including in-person withdrawals, share drafts, ATM withdrawals, point-of-sale (POS) transactions, and telephonic debits so long as you are a member in good standing and the share draft/checking account has been opened for at least three (3) months.

Unless the Credit Union currently has your affirmative consent (opt-in) on file, we will not pay your overdrafts for ATM withdrawals and debit card purchases at a store, online, or by telephone. You must tell us you want overdraft coverage for these transactions. To request overdraft coverage for your ATM withdrawals and debit card purchases, please call us at (775) 945-2421 or at (866) 310-6999. Complete, sign, and return the Overdraft Consent Form, which is provided with this disclosure, or mail it to us at the address shown below. The Credit Union will provide you with written confirmation of your opt-in choice.

When an overdraft is covered, the account will be taken negative by the dollar amount of the overdraft plus the amount of the Courtesy Pay fee. If we honor multiple overdrafts we may honor them in any order at the Credit Union's option or return any such items. The maximum dollar amount of overdrafts the Credit Union will cover for each member is \$500, including the Courtesy Pay fee.

When the Credit Union honors overdraft items, you must deposit funds immediately, but in no case more than twenty-one (21) days from the date of the notice sent to you. If you fail to cover the total overdraft amount within twenty-one (21) days, the Credit Union may pursue all collection options available to it. The Credit Union may, but is not obligated to, transfer funds from your other accounts with us to cover the overdraft.

The Courtesy Pay Program fee is a flat fee charged regardless of the amount the account is overdrawn and will be charged for each overdraft item presented and paid by the Credit Union. The charge for Courtesy Pay Service is \$30. The Credit Union will send you a notice for each item covered by the Courtesy Pay service.

The Courtesy Pay Program service is a discretionary privilege offered members and not a right of membership. The Credit Union encourages you to properly maintain your accounts with us. You agree that the Credit Union will not be held liable for either paying or refusing to pay any overdraft item. The Credit Union reserves the right to discontinue this service at any time without any notice.

If you do not want the Courtesy Pay Program, you must inform the Credit Union by using any of the following methods: in person; by sending written notice to the Credit Union; or by telephoning us at (775) 945-2421 or at (866) 310-6999. Your notice should be directed to Financial Horizons Credit Union, P.O. Box 2288, Hawthorne, NV 89415.

➡ *Share Certificate Account Agreement*

PLEDGING OF FUNDS

Share certificates may not be pledged, transferred, or assigned to any party other than the Credit Union unless otherwise provided by statute. Shares invested for an Individual Retirement Account (IRA) or Keogh Plan may not be pledged as security for any loan. The Credit Union reserves the right to offset this certificate except as otherwise precluded by law. If the Credit Union offsets funds from this certificate, the funds withdrawn are subject to the early withdrawal penalty.



ASI ACCOUNTS INSURED UP TO \$500,000 **ESI**

American Share Insurance insures each account up to \$250,000. Excess Share Insurance Corporation provides up to an additional \$250,000 of insurance per account. This institution is not federally insured, and if the institution fails, the Federal Government does not guarantee that depositors will get back their money.