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## **Business Visa Agreements and Disclosures**

These Agreements and Disclosures contain important Membership Information, Necessary Truth-in-Savings Account Disclosures, Electronic Services Agreement and Disclosures, Funds Availability Policy, and Wire Transfer Agreement. Please be certain to read these Agreements and Disclosures carefully and notify us at once if any parts are unclear.

**1. INTRODUCTION.** Throughout these Agreements and Disclosures, the references to "We," "Us," "Our" and "Credit Union" mean ONEAZ CREDIT UNION. The words "You", and "Your" mean each person and/or entity applying for and/or using any of the services described herein. "Account" means any account or accounts established for you as set forth in these Agreements and Disclosures. The word "Card" means any Visa Debit Card issued to you by Us and any duplicates or renewals We may issue. Our Audio Response System is hereinafter referred to as "Bank By Phone," whereas Our Internet Account Access System is hereinafter referred to as "Online Banking," and Our Mobile Internet Account Access System is hereinafter referred to as "Mobile Banking." "E-Check" means any check which you authorize the payee to process electronically. For joint accounts, read singular pronouns in the plural.

### **2. ONEAZ CREDIT UNION MEMBERSHIP.**

- To apply for membership with OneAZ Credit Union you must complete, sign, and return an application for membership.
- Your signature on your application for membership informs the Credit Union that you would like to join the Credit Union and that you agree to conform to the Credit Union's Bylaws and Amendments.
- Credit Union membership is granted to applicants within OneAZ Credit Union's common bond as outlined in the Credit Union's Charter and stated in the Credit Union's Bylaws and Amendments.
- By signing your application for membership, you acknowledge receipt of these Agreements and Disclosures, including the Terms and Conditions which apply to your Accounts.

### **ACCOUNT AGREEMENT**

You agree and acknowledge that this Agreement controls your Account(s) with OneAZ Credit Union, together with any other related document such as our Funds Availability Policy and Electronic Services Agreement and/or Agreements and Disclosures, all of which, to the extent applicable, are incorporated into this Agreement by reference.

**3. ACCOUNT OWNERSHIP.** Commercial Accounts will only be opened by the Credit Union if any documentation We may request and that is subsequently presented by you to the Credit Union is in a manner acceptable to Our policies. The ownership status and titling of your Account is determined by the legal structure of the business establishing such Account and will fall into one (1) of the following categories. It is your responsibility to determine and understand any legal effects related to this type of Account.

- a. Sole Proprietorship Accounts.** A Sole Proprietorship is a business in which one (1) person owns all the assets, owes all the liabilities, and operates in their own personal capacity.
- b. Partnership Accounts.** A Partnership is a voluntary association of two or more persons who jointly own and carry on a business for profit.
- c. Limited Partnership Accounts.** A Limited Partnership exists if the partnership consists of one (1) or more persons who control the business and are personally liable for the partnership's debts (general partners), and one (1) or more persons who contribute capital and share profits but who cannot manage that business and are liable only for the amount of their contribution (limited partners).



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- d. **Limited Liability Partnership (LLP) Accounts.** A Limited Liability Partnership exists when a partner is not liable for a negligent act committed by another partner or by an employee not under the partner's supervision.
- e. **Limited Liability Company (LLC) Accounts.** A Limited Liability Company is a company statutorily authorized in certain states that is characterized by limited liability, management by members or managers, and limitation on ownership transfers.
- f. **Corporation Accounts.** A Corporation an entity (usually a business) having authority under the law to act independently and distinct from the shareholders who own it and having rights to issue stock and exist indefinitely.
- g. **Non-Profit Corporation Accounts.** A Non-Profit Corporation is a corporation that does not issue shares of stock as evidence of ownership but instead is owned by its members in accordance with a charter or agreement.
- h. **Unincorporated Non-Profit Association Accounts.** An Unincorporated Non-Profit Association is a gathering of people for a common purpose that is not a legal entity separate from the persons who compose it.

**4. SOLE PROPRIETORSHIP ACCOUNTS.** If your Account is established as a Sole Proprietorship Account, you warrant that you are the sole owner of your business and understand that such Accounts will only be opened by the Credit Union if the documentation presented by you to the Credit Union is in a manner acceptable to Our underwriting policies. You shall take all action necessary so that in the event of your death, your estate shall release and indemnify the Credit Union for any payment made at the direction of an authorized signer of your Account provided the Credit Union has not received actual notice of your death prior to such payment being made. If you are doing business under an assumed name, you represent that you have properly filed all required paperwork as set out in the laws for the state in which you are organized to do business. It is your responsibility to determine and understand any legal effects related to this type of Account.

**5. PAYMENT OF ACCOUNTS.** Except payees named on any check or other item drawn on your Account, such Account may only be paid to you and not any director, shareholder, partner, or authorized signer as may be applicable.

**6. ORGANIZATIONAL, PARTNERSHIP OR CORPORATION ACCOUNTS.** If your Account is established as an Organizational, Partnership or Corporate Account, you will supply Us with a separate authorization informing Us of the authorized signers for the Account and provide any other related documents if We request you to do so and you understand that such Accounts will only be opened by the Credit Union if the documentation presented by you to the Credit Union is in a manner acceptable to Our underwriting policies. It is your responsibility to determine and understand any legal effects related to this type of Account. We require that all partners, owners, or organizational members be individually eligible for membership.

**7. AUTHORIZED SIGNERS.** If you establish your Account with authorized signers, or you subsequently appoint any authorized signers, you understand and agree that the Credit Union will not at any time be liable for the actions of such authorized signers and/or be obligated to ensure that their actions are in accordance with any instructions you have provided to them. Any appointment of an authorized signer, together with any subsequent revocation or change must be in writing and in a form acceptable to Us. It is your responsibility to determine any legal effects related to your appointing any authorized signers on your Account.

**8. ARBITRATION.** In the event of any controversy or claim arising out of or relating to these Agreements and Disclosures, or the breach thereof, We may, at Our sole and exclusive option, pursue Our remedies by filing a legal action to recover any amounts owed under these Agreements and Disclosures, or We may initiate arbitration proceedings. If We elect arbitration to resolve any controversy or claim arising out of or relating to these Agreements and Disclosures, or the breach thereof, such arbitration shall be administered by the American Arbitration Association in accordance with its Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Claims shall be heard by a single arbitrator. The arbitration shall be governed by the laws of the state in which Our principal office is located, and arbitration



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shall take place in the area in which Our principal office is located. Time is of the essence for any arbitration under these Agreements and Disclosures. Arbitration hearings shall take place within ninety (90) days of the request for arbitration, and awards shall be rendered within sixty (60) days of the conclusion of the arbitration proceedings. Arbitrator(s) shall agree to these limits prior to accepting appointment. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrator(s) shall award to the prevailing party, if any, as determined by the arbitrators, all of their costs and fees. "Costs and Fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. All parties hereby waive and give up all rights to a jury trial or class action relief.

**9. INDEMNITY.** You agree to indemnify and hold harmless the Credit Union and their successors and assigns, from any claim, action, liability, loss, damage, or suit, arising out of any action or inaction on Our part in connection with these Agreements and Disclosures and/or your failure to abide by its terms. In the event of any claim made by or against Us, We shall provide you with reasonable and timely notice of such claim, and thereafter you shall at your own expense promptly defend, indemnify, protect and hold harmless the Credit Union against said claim or any loss or liability thereunder. In the event you fail to defend and/or indemnify and hold Us harmless, then in such instance We shall have full rights to defend, pay or settle said claim on your behalf without notice to you and with full right of recourse against you for all fees, costs, expenses and payments made or agreed to be paid to discharge said claim. You further agree to pay all reasonable attorneys' fees necessary to enforce such provision. Such indemnity shall be unlimited in amount and duration and be binding upon and inure to the benefit of all parties, their successors, assigns and personal representatives.

**10. POWER OF ATTORNEY.** If you name a person to act as your attorney-in-fact or agent in any way with your Account, We are only obligated to deal with such person if We, in Our sole judgment, approve of the form of appointment and the supporting documentation.

**11. DEPOSIT OF ITEMS.** You may make deposits to your Account using any method available from Us. Such methods may include deposits made in person, by mail, electronic means, remote deposit capture, and any other means that may become available. We have the right to refuse to accept any check or instrument for deposit at Our sole discretion. If you deposit an item and it is returned unpaid, We will debit your Account for the amount of the item and charge you a fee. You will be liable to Us for the amount of any item you deposit which is returned unpaid, and in addition, will be responsible for any of Our costs and expenses incurred in the collection of such returned item from you, including reasonable attorneys' fees. Subject to Our Funds Availability Policy, you may not be able to withdraw funds from your Account until We have received final settlement for any items deposited. If you make a deposit on a Saturday, Sunday, or a holiday, or after Our predetermined cut-off hour on business days, the deposit will be credited to your Account as of the next business day.

**12. COLLECTION AND PROCESSING OF ITEMS.** In processing items, you have deposited for collection, We are only your agent and assume no responsibility beyond the exercise of ordinary care. Any item deposited is subject to final settlement in cash or credit. We may use any method We feel is appropriate to collect items, which may include use of a Federal Reserve Bank. We are not responsible for the acts of any third party We use for the collection of items including responsibility for lost items. If We use a local clearinghouse in the collection of items, you authorize Us to do so and to act in accordance with any applicable rules and regulations. We may permit you to withdraw funds from your Account before final settlement has been made, however, if final settlement is not made, We have the right to charge your Account or otherwise require you to repay such funds. In processing items presented for payment on your Account, We will pay such items each business day based solely on the dollar amount each item presented for payment (with the smallest dollar amount received paid first, the next largest dollar amount will be paid second, so forth and so on), subject to the available funds in that Account. This means that the transactions may not be processed in the order in which they occurred and that you could incur multiple fees in a single day should there be insufficient funds to pay all items presented that day.



2355 W. Pinnacle Peak Rd., Phoenix, AZ 85027  
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**13. OVERDRAFT PROTECTION.** To the extent permitted by law, you authorize Us to transfer funds from other Accounts you may have with Us in necessary multiples (or in such increments as We may from time to time determine) to your Account to cover any overdraft. If you have a line of credit with Us, transfers will be made first from your primary share Account, provided you have enough available funds in that Account, then from your line of credit up to your available credit limit, and then We may elect to pay such overdraft, subject to any preference you have indicated to Us for clearing any overdraft(s). Overdraft transfers are subject to a transfer fee. You hold Us harmless from any and all liability which might otherwise exist if a transfer does not occur.

**14. OVERDRAFTS.** You understand and agree that We may from time to time, and at Our sole discretion, pay certain items in order to cover an overdraft, and charge you a fee for doing so. You further understand that payment of any overdrafts will be made in an order of Our choosing. You hold Us harmless from any and all liability which might otherwise exist if We do not pay an overdraft. If you would like to opt-out, that is, if you would prefer We not pay any share draft that would overdraw your share draft Account, you may opt-out by writing to Us at: OneAZ Credit Union, 2355 West Pinnacle Road, Phoenix, AZ 85027 or by calling Us at (844) 663-2928, and informing Us of your intention to opt-out.

**15. NOTICE OF RECEIPT OF ACH ITEMS.** Under the operating rules of the National Automated Clearing House Association which are applicable to ACH transactions involving your Account and as permitted by law, We are not required to give you next day notice of receipt of an ACH item, and We will not do so. We will continue to notify you of the receipt of payments in the periodic statements We provide to you.

**16. PROVISIONAL PAYMENT (ACH ORIGINATION).** Credits given by any Receiving Depository Financial Institution to the receiver with respect to any automated clearing house credit entries subject to Article 4A of the Uniform Commercial Code (UCC-4A), are provisional until the Receiving Depository Financial Institution has received final settlement through a Federal Reserve Bank or has otherwise received payment as provided in §4A-403(a) of UCC-4A. If the Receiving Depository Financial Institution does not receive such final settlement or payment, then they shall be entitled to a refund from the receiver of the amount so credited, and We shall not be deemed to have paid the receiver the amount of such entry.

**17. PROVISIONAL PAYMENT (ACH RECEIPT).** Credit given by Us to you with respect to any 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 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 the amount of such entry.

**18. CHOICE OF LAW.** We may accept payments on your behalf for 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 New York as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your Account.

**19. EXPENSES.** If We incur any costs or expenses as a result of any attachment, garnishment or levy against your Account, you will reimburse Us for such costs or expenses, or We may charge them to your Account.

**20. INACTIVE OR DORMANT ACCOUNTS.** If no activity occurs in your Account within the time period specified by applicable state law, the property in your Account may be subject to transfer to the appropriate state authority ("escheatment"). We have no liability if your Account becomes dormant and is therefore subject to escheatment in accordance with applicable state law.

**21. LIEN IMPRESSMENT AND SET-OFF.** You agree that We may impress and enforce a statutory lien upon your Accounts with Us to the extent you owe Us any money and We may enforce Our right to do so without further notice to you. We have the right to set-off any of your money or property in Our possession against any amount you owe Us. The right of set-off and Our impressed lien does not extend to any Keogh, IRA or similar tax deferred deposit you may have with Us. If your Account is owned jointly, Our right of set-off and Our impressed lien extends to any amount owed to Us by any of the joint Owners.



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**22. MINIMUM BALANCE REQUIREMENTS, FEES, AND SERVICE CHARGES.** you agree to pay Us any applicable fees or charges and are responsible for any minimum balance requirements and deposit requirements called for in Our Agreements and Disclosures provided to you when you opened your Account. In any case and with proper notice to you, fees, charges, balance requirements and deposit requirements may be changed by Us from time to time.

**23. SUSPENSION OF SERVICES.** We have the right to suspend the benefit of any Credit Union service at any time for reasonable cause. At Our discretion, We also have the right to pay any share draft presented for payment from your Account after your Account is closed or suspended and to recover such amount paid from you. Account services are available to those members in good standing with the Credit Union. We reserve the right to cancel or suspend services to a member who is not in good standing, which includes members that have:

- A delinquent loan
- A primary share Account balance below the five-dollar (\$5.00) minimum
- An unresolved deposited returned check
- Any unpaid and uncollected fees
- A negative balance on an Account

**24. ASSIGNABILITY.** You may not assign or transfer any interest in your Account.

**25. AGREEMENTS AND DISCLOSURES.** The Agreements and Disclosures provided to you at the time you opened your Account and referred to throughout this Agreement, contain:

- A list of fees and charges applicable to your Account
- The dividends and applicable Annual Percentage Yield (APY)
- How dividends are credited or compounded
- Other pertinent information related to your Account. Your Agreements and Disclosures may be amended by Us from time to time in a manner as prescribed by law.

**26. STOP PAYMENTS.** You may ask Us orally to stop payment on a share draft. For any such request to remain valid, however, You must also supply Us with a written request within fourteen (14) days after you make any such oral request. Stop payment requests are also subject to the terms and conditions of the Order For Stop Payment form related to any such request. Your request must be given to Us in a timely manner so that We have a reasonable opportunity to act on your request. A written stop payment request is effective for six (6) months. If at the end of six (6) months you request Us to continue the stop payment order, that request will be treated as a new request. We are not liable if We pay a share draft which you have requested Us to stop payment on as long as We act in good faith and exercise ordinary care.

In any event, any damages that We might otherwise be liable for shall not exceed the amount of the involved share draft. If We do pay a share draft for which you have requested stop payment and as a result any other item is returned unpaid by Us due to nonsufficient funds, We are not liable for any consequences resulting from such action. If your Account is a joint Account, any Owner of the Account may request a stop payment. Any release of a stop payment order must be made by the person who made the request. If you ask Us to stop payment on a pre- authorized transfer, your request will be processed under the provisions of Our Electronic Fund Transfer Agreement with you.

You may also ask Us to replace a lost, destroyed or stolen cashier's, teller or certified check and if you do, you agree to execute a declaration of loss and claim for reimbursement form together with any other documentation We may require, such as an affidavit. Regardless of the type of documentation presented to Us, the request must be in a form acceptable to the Credit Union and given to Us in a timely manner so that We have a reasonable opportunity to act on such request. Such declaration of loss and claim for reimbursement will not become effective until the later of:

- The ninetieth (90<sup>th</sup>) day after the date of the check (or ninetieth (90<sup>th</sup>) day following the date of acceptance, in the case of a certified check)
- The date We receive the declaration of loss and claim for reimbursement together with any other required documentation



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**27. SHARE DRAFTS AND OTHER ACCOUNT ACCESS DEVICES.** Any share draft or other Account access device which does not meet Our standards for acceptance may be rejected by Us, whether such standards are established by law, regulation, or Our own policy.

**28. POSTDATED, STALE OR OVERDRAFT SHARE DRAFTS.** You understand that postdating a share draft will have no effect on whether or not it is honored prior to or after the date of any such share draft. A stale share draft is any share draft received by Us that is dated six (6) months or more prior to the date of receipt. We may pay or refuse to pay any postdated, stale or overdraft share draft, or other item presented for payment on your Account without any liability.

**29. SHARE DRAFT SAFEKEEPING.** Share draft Safekeeping is automatic on your Account and your cancelled share drafts will not be returned to you. You understand that cancelled share drafts retained by Us are later destroyed after a reasonable period of time. If You subsequently request a copy of a share draft and We are unable to supply it, then We shall not be liable for any damage you may sustain in excess of the face amount of the involved share draft.

**30. PERIODIC STATEMENTS.** You will be provided with a periodic statement showing activity on your Account. If you believe any statement reflects discrepancies, you must notify Us of such discrepancies within 30 days from the date We furnished the statement to you. If the discrepancy noted is the result of an electronic fund transfer, then the provisions of Our Electronic Fund Transfer Agreement with you will control resolution of the matter.

**31. AMENDMENTS.** This Agreement may be amended by Us at any time, in which case We will provide you with a notice of amendment as required by law or regulation.

**32. NOTIFICATION OF ADDRESS CHANGE.** You will notify Us promptly in writing with your signature if you move or otherwise have a change of address. In the event We are unable to locate you, you agree to pay all fees associated with maintaining an invalid address in Our records and any costs and locator fees incurred in Our locating efforts.

**33. WAIVERS.** You agree and understand that Our failure or delay to exercise any right, remedy, power, or privilege available to Us pursuant to this Agreement shall not affect or disallow Our future exercise of that right, remedy, power, or privilege.

**34. ELECTRONIC COMMUNICATIONS.** By applying for membership in the Credit Union, you authorize Us to send You, from time to time, and to the extent permitted by applicable law, electronic communications regarding the status of any share, share draft, and/or term Account(s) You maintain with Us. You also authorize Us to send You electronic communications regarding any other Accounts You may maintain with Us from time to time including, but not limited to, Loan Accounts, Credit Line Accounts, and Credit Card Accounts. These electronic communications are sometimes referred to as "Transactional or Relationship Messages."

You authorize Us to contact You using any wireless, cellular, mobile or other telephone number You have provided to Us on your membership application, and at any wireless, cellular, mobile or other telephone number You may furnish to Us or We may obtain for You in the future. We may contact You using any electronic means We choose, which may include but is not limited to, voice messages, text messages and other similar electronic methods of communication. If You have furnished Us with any e-mail address(es), You understand and agree that We may send You e-mail messages regarding your Account(s) with Us from time to time. If You have or subsequently enter into any separate consent to receive electronic documentation form, any communications covered by such disclosure and consent shall be subject to the terms and conditions set forth in that disclosure and consent.

You understand that the nature of electronic communications is such that anyone with access to your wireless, cellular, mobile or other telephonic device or e-mail may be able to read or listen to such transactional or relationship messages from Us, and You agree that any person or party sending or leaving such messages shall have no liability for any consequences resulting from the interception of such messages by any other party.



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Without limitation, You also agree that You are responsible to pay all costs that You may incur as a result of any contact method We choose including, but not limited to, charges for telecommunications, wireless and/or internet charges.

**35. PROHIBITED INTERNET GAMBLING TRANSACTIONS.** All transactions in connection with the participation of another person in unlawful internet gambling are prohibited from being processed through your Account. Such transactions include those involving the use of:

- Credit, or the proceeds of Credit, extended to or on behalf of another person (including credit extended through the use of a Credit Card)
- Electronic fund transfers, or funds transmitted by or through a money transmitting business, or the proceeds of an electronic fund transfer or money transmitting service, from or on behalf of another person
- Any check, draft, or similar instrument that is drawn by or on behalf of another person and is drawn on or payable at or through any financial institution

**36. GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Arizona, except to the extent that federal law controls.

### **ACCOUNT DISCLOSURES**

The following Disclosures contain important information and the Terms and Conditions of any Account or Accounts that You may have with us. Wherever used, "APY" means annual percentage yield.

#### **37. SPECIFIC TERMS APPLICABLE TO YOUR BUSINESS REGULAR SHARE SAVINGS ACCOUNT**

- a. Tiered Variable Rate Information.** This Account is subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to the accompanying Account Disclosure Rate Supplement which We have included with and made a part of this Disclosure.
- b. Minimum Balance Requirements.** The minimum balance required to open this Account is five dollars (\$5.00). In order to earn the disclosed APY, You must maintain a balance that is at least equal to fifty dollars (\$50.00) in your Account each day.

#### **38. SPECIFIC TERMS APPLICABLE TO YOUR BUSINESS SAVERS ADVANTAGE MONEY MARKET ACCOUNT**

- a. Tiered Variable Rate Information.** This Account is subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to the accompanying Account Disclosure Rate Supplement which We have included with and made a part of this Disclosure.
- b. Minimum Balance Requirements.** The minimum balance required to open this Account is one-thousand dollars (\$1,000.00). In order to earn the disclosed APY, You must maintain a balance that is at least equal to one cent (\$0.01) in your Account each day.

#### **39. SPECIFIC TERMS APPLICABLE TO YOUR STAR HIGH YIELD BUSINESS MONEY MARKET ACCOUNT**

- a. Tiered Variable Rate Information.** This Account is subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to the accompanying Account Disclosure Rate Supplement which We have included with and made a part of this Disclosure.
- b. Minimum Balance Requirements.** The minimum balance required to open this Account is one-thousand dollars (\$1,000.00). In order to earn the disclosed APY, You must maintain a balance that is at least equal to one cent (\$0.01) in your Account each day.



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#### 40. SPECIFIC TERMS APPLICABLE TO YOUR BUSINESS TIERED MONEY MARKET SAVINGS ACCOUNT

- a. **Tiered Variable Rate Information.** This Account is subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to the accompanying Account Disclosure Rate Supplement which We have included with and made a part of this Disclosure.
- b. **Minimum Balance Requirements.** The minimum balance required to open this Account is one-thousand-dollars (\$1,000.00). In order to earn the disclosed APY, You must maintain a balance that is at least equal to one-thousand dollars (\$1,000.00) in your Account each day. In order to avoid a fee, the balance in your Account as of the last calendar day of the month must be at least equal to one-thousand dollars (\$1,000.00).

#### 41. SPECIFIC TERMS APPLICABLE TO YOUR BUSINESS CLUB SAVINGS ACCOUNT

- a. **Tiered Variable Rate Information.** This Account is subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to the accompanying Account Disclosure Rate Supplement which We have included with and made a part of this Disclosure.
- b. **Minimum Balance Requirements.** The minimum balance required to open this Account is fifty dollars (\$50.00). In order to earn the disclosed APY, You must maintain a balance that is at least equal to fifty dollars (\$50.00) in your Account each day.

#### 42. SPECIFIC TERMS APPLICABLE TO YOUR SMALL BUSINESS CHECKING ACCOUNT

- a. **Dividend Information.** No dividends are paid on this Account
- b. **Minimum Balance Requirements.** The minimum balance required to open this Account is one-hundred dollars (\$100.00)
- c. **Transaction Limitations.** No transaction limitations apply to this Account

#### 43. SPECIFIC TERMS APPLICABLE TO YOUR BUSINESS CHECKING ACCOUNT

- a. **Tiered Variable Rate Information.** This Account is subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to the accompanying Account Disclosure Rate Supplement which We have included with and made a part of this Disclosure.
- b. **Minimum Balance Requirements.** The minimum balance required to open this Account is one-hundred dollars (\$100.00). In order to avoid a fee, You must maintain an average monthly balance during each dividend period that is at least equal to or greater than five thousand dollars (\$5,000.00) or an aggregate balance of twenty-five thousand dollars (\$25,000.00) (the sum of all of your deposit accounts for the dividend period).
- c. **Transaction Limitations.** No transaction limitations apply to this Account.

#### 44. SPECIFIC TERMS APPLICABLE TO YOUR BUSINESS PREMIUM CHECKING ACCOUNT

- a. **Tiered Variable Rate Information.** This Account is subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to the accompanying Account Disclosure Rate Supplement which We have included with and made a part of this Disclosure.
- b. **Minimum Balance Requirements.** The minimum balance required to open this Account is one-hundred dollars (\$100.00). In order to earn the disclosed APY, You must maintain an average daily balance during each dividend period that is at least equal to two-thousand dollars (\$2,500.00). In order to avoid a fee, You must maintain an average monthly balance during each dividend period that is at least equal to or greater than twenty-five thousand dollars (\$25,000.00) or an aggregate balance of one-hundred thousand dollars (\$100,000.00) (the sum of all of your deposit Accounts for the dividend period).





2355 W. Pinnacle Peak Rd., Phoenix, AZ 85027  
1.844.663.2928 | OneAZcu.com

- c. **Transaction Limitations.** No transaction limitations apply to this Account.

#### 45. SPECIFIC TERMS APPLICABLE TO YOUR TERM SHARE CERTIFICATE ACCOUNT

- a. **Fixed Rate Information.** These Accounts are subject to a Fixed Rate. For the current dividend rate and corresponding APY, refer to the accompanying Account Disclosure Rate Supplement which We have included with and made a part of this Disclosure.
- b. **Minimum Balance Requirements.** For the minimum balance required to open these Accounts, refer to the accompanying Account Disclosure Rate Supplement. You must maintain a balance equal to the minimum balance required to open your Account each day to obtain the disclosed APY and to keep your Account open.
- c. **Transaction Limitations.** Once your Account is established, You may not make additional deposits prior to the Maturity Date.
- d. **Maturity Date.** your Account will mature after the term indicated on the accompanying Account Disclosure Rate Supplement.
- e. **Early Withdrawal Provisions.** We will impose a penalty if You withdraw any of the principal funds before the maturity date. For Accounts with a term to maturity equal to or less than six (6) months, the penalty imposed will equal thirty (30) days dividends. For Accounts with a term to maturity greater than six (6) months but less than eighteen (18) months, the penalty imposed will equal ninety (90) days dividends. For Accounts with a term to maturity equal to or greater than eighteen (18) months, the penalty imposed will equal one hundred-eighty (180) days dividends.
- f. **Withdrawal of Dividends Prior to Maturity.** For all term Accounts, the APY assumes dividends remain on deposit until maturity. A withdrawal will reduce earnings.
- g. **Renewal Policies.** your Account will renew automatically at maturity. You will have a grace period of ten (10) calendar days to make deposits or withdrawals without penalty.

#### 46. GENERAL TERMS APPLICABLE TO ALL ACCOUNTS

**Member in Good Standing.** The Account services described in these Agreements and Disclosures are available to those members in good standing with the Credit Union. We reserve the right to suspend services to a member who is not in good standing, which includes members that have:

- A delinquent loan
  - A primary share Account balance below the five-dollar (\$5.00) minimum
  - An unresolved deposited returned check
  - Unpaid and uncollected credit union fees
  - A negative balance on an Account
- a. **Minimum Balance Requirements.** To be a member and maintain Accounts with Us You must purchase one (1) share in the Credit Union. The par value of a share in this Credit Union is five dollar (\$5.00). If the balance in your primary share Account drops below one (1) share, five dollars (\$5.00), at any time, We may, at Our option, close your Account.
- b. **Nonsufficient Funds Returns.** Any share draft or pre-authorized transfer, or transaction made through the use of a debit Card, or other electronic means, as is applicable (including any in-person transaction), that is presented to Us for payment on your Account when your Account lacks sufficient collected funds to pay any such item may, at Our option, be returned for nonsufficient funds or We may honor any such item and charge You a fee for doing so.



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- c. Overdraft Balance Calculation.** When processing transactions that debit or credit your Account, We start each Business Day with your final Account balance from the preceding Business Day. The final balance takes into account all of the debit and credit transactions that were settled that Business Day pursuant to Our Funds Availability Policy, as well as any other debits or credits to your Account that were finally settled that day, as described above in the "Deposit of Items" and "Collection and Processing of Items" sections of the Account Agreement. This starting balance at the beginning of a Business Day (the preceding Business Day's final balance) is sometimes referred to as your "actual balance."
1. As credits and debits to your Account are received by Us, We add them to and subtract them from your actual balance. Examples of credits include, but are not limited to, electronic direct deposits, check deposits that have been fully and finally collected, ACH credits that have settled that day, and cash deposits made to one of Our tellers. Examples of debits include, but are not limited to, checks drawn on your Account that are presented to Us for payment together with such checks that are returned unpaid and subsequently represented for payment, electronic fund transfer (EFT) debit transactions (such as preauthorized payments and settled EFT debits), and all reinitiated electronic fund transfer (EFT) debit transactions (such as preauthorized payments), memo-posted EFT debits (EFT debits that We have authorized but which have not been settled), and all Credit Union fees and charges. As noted above, these examples are not an exhaustive list and should not be construed as such. The result of this calculation at any given point in time is called your "available balance."
  2. For the purpose of determining whether an overdraft has occurred, We use your available balance. First, We add all of the settled credit transactions to the beginning actual balance. Then, We subtract all of the debit transactions that settled that day. We also subtract all of the pending debit transactions. This determines the available balance for overdraft purposes. Each debit transaction that We process when your Account has a negative available balance is an overdraft, subject to an overdraft charge.
  3. Subject to applicable law, You are responsible for paying any overdraft fees and charges assessed in connection with Our payment of an overdraft, as well as any NSF fees charged to your Account when We dishonor and return an item for non-sufficient funds. It is your responsibility to know your Account balance, and if You have any questions, You should contact a Credit Union representative.
- d. Additional Transaction Limitations.** For all Accounts (except share draft Accounts), the Credit Union reserves the right to require a member intending to make a withdrawal to give written notice of such intent not less than 7 days and not more than 60 days before any such withdrawal.
- e. Variable Rate Information.** For all variable-rate Accounts, the interest rate and APY may change at any time based on the determination of the Credit Union's Board of Directors.
- f. Nature of Dividends.** All dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.
- g. Compounding and Crediting.** For all dividend-bearing Accounts, dividends will be earned daily for each day on which your balance exceeds the minimum balance requirement for your Account. The dividend period is Monthly, and dividends will be compounded and credited to your Account Monthly.
- h. Balance Computation Method.** For all dividend-bearing Accounts (except checking Accounts), dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the Account each day. For checking Accounts, dividends are calculated by the average daily balance method which applies a daily periodic rate to the average daily balance for the average daily balance calculation period. The average daily balance is determined by adding the full amount of the principal in your Account for each day of the period and dividing that figure by the number of days in the period.



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- i. **Accrual on Noncash Deposits.** For all dividend-bearing Accounts, dividends will begin to accrue on the business day that You deposit noncash items (e.g., checks) into your Account.
- j. **Fees and Charges.** Any fees and charges applicable to your Account are disclosed on the accompanying schedule of fees and charges provided in conjunction with these Agreements and Disclosures.

### **ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE**

This is your Electronic Services Agreement and Disclosure. It includes necessary statements and any special instructions regarding the use of your Visa Debit Card "Card", our audio response system "Bank by Phone", our Internet Account Access system "Online Banking", and our Mobile Internet Account access system "Mobile Banking", each with their corresponding personal identification number (PIN) or access code, and any checks You authorize to be processed electronically "E-Check".

**47. VISA DEBIT CARD, BANK BY PHONE, ONLINE BANKING, MOBILE BANKING AND E-CHECK AGREEMENT.** This Agreement applies to any electronic fund transfer made to or from your Account(s) by You or by any user who has access to your Account with actual, apparent or implied authority for use of your Account. Electronic fund transfers to and from your Account can be made through the use of, but may not be limited to the following:

- Your Card in Automated Teller Machines (ATMs) or at any place that it is honored including those transactions made through the use of the appropriate PIN in conjunction with your Card
- Our Bank By Phone system
- Our Online Banking system
- Our Mobile Banking system
- any check which You authorize the payee to process electronically

An Electronic Fund Transfer is any transfer of funds which is performed through the use of your Card, Our Bank By Phone system, Our Online Banking system, Our Mobile Banking system, E-Check or other electronic device. You understand that your Card and any Personal Identification Numbers (PINs) or Access Codes are issued by Us and are not transferable. The use of your Card, PIN and/or any other Account access device is subject to the following terms. You agree:

- To abide by Our rules and regulations as amended related to the use of your Card, PIN and/or other Account access device
- That We may follow all instructions given to Machines
- Not to use your Card for illegal transactions including, but not limited to, advances made for the purpose of gambling and/or wagering where such practices are in violation of applicable state and/or federal law
- That each withdrawal by You or by any authorized user of your Card or PIN may be charged to your share or share draft Account, as appropriate, and will be treated as though it were a share withdrawal except that:
  1. We may charge withdrawals to your share Account in any order We determine
  2. We cannot honor stop payment requests on ATM and POS withdrawals

We may, but are under no obligation to do so, process an Electronic Fund Transfer that exceeds the balance in your share and/or share draft Account. In the event that any such transfer occurs, You agree to immediately pay Us the overdrawn amount and to the extent permitted by law, any associated fees and charges. For security reasons there are limits on the number of transactions that may be processed each day.

**48. ISSUANCE OF PERSONAL IDENTIFICATION NUMBERS AND ACCESS CODES.** You will be issued a Personal Identification Number (PIN) to be used in conjunction with Visa Debit Card transactions, and separate



2355 W. Pinnacle Peak Rd., Phoenix, AZ 85027  
1.844.663.2928 | OneAZcu.com

Access Codes to be used in conjunction with Bank by Phone, Online Banking, and Mobile Banking transfers. your use of your PIN or Access Code is your authorization to Us to withdraw funds from your share Account or your share draft Account to cover such transactions.

**49. OTHER AGREEMENT.** If electronic fund transfer transactions involve other agreements You have with Us, the terms of those agreements will apply as well.

**50. BUSINESS DAYS.** Every day is a business day except Saturdays, Sundays, and holidays.

**51. DELAYED FUNDS AVAILABILITY NOTICE.** Subject to Our Delayed Funds Availability Policy, deposits made at OneAZ Credit Union locations may not be posted to your Account until they are received and verified by Us. All deposited items are removed from machines each business day. We are not responsible for delays in deposit posting due to improper identification on the deposit envelope. See Our Funds Availability Policy Disclosure for Our policy regarding the availability of your deposits.

## **52. TYPES AND LIMITATIONS OF SERVICES**

**a. Visa Debit Card Transactions.** You may use your Card in conjunction with your PIN in any of Our network of ATMs and such other machines or facilities as We may designate, to deposit cash and checks to your share and share draft Account(s). You may also use your Card in conjunction with your PIN in any of Our network of ATMs and such other machines or facilities as We may designate to make the following transactions:

- Withdraw cash from your share and share draft Account(s)
- Make deposits to your share and share draft Account(s)
- Transfer funds between your loan Accounts, share and share draft Account(s)
- Make balance inquiries on your share and share draft Account(s) with Us. You may also use your Card in conjunction with your PIN to purchase goods and services ("POS") at any business establishment where the Card is accepted

ATM withdrawals may not exceed six hundred dollars (\$600.00) per calendar day (share, share draft and line of credit combined), subject to the available funds in your Account. POS transactions may not exceed five thousand dollars (\$5,000.00) per calendar day (share, share draft and line of credit combined), subject to the available funds in your Account. Total transactions cannot, in any event, exceed five thousand and five-hundred dollars (\$5,500.00) per calendar day (ATM and POS combined), subject to the available funds in your Account.

**b. Bank by Phone Transactions.** You may use Bank By Phone in conjunction with your Access Code and a touch tone telephone for the following services:

- Transfer funds between your share, share draft, and money market Accounts
- Make payments on Credit Union loans You have with Us
- Make a check withdrawal from your share, share draft, and money market Accounts
- Take advances on your line of credit with Us
- Make miscellaneous inquiries on your Credit Union deposit and loan balances, deposits, withdrawals, and transactional information

Bank By Phone operates twenty-four (24) hours every day. If You attempt to use the system and are told that "the system is not available," please try again later when service is restored.

**c. Online Banking Transactions.** You may use Online Banking in conjunction with your Access Code, an internet connection, and a personal computer for the following services:

- Transfer funds between your share, share draft, and money market Accounts



2355 W. Pinnacle Peak Rd., Phoenix, AZ 85027  
1.844.663.2928 | OneAZcu.com

- Make payments on Credit Union loans You have with Us
- Make a check withdrawal from your share, share draft, and money market Accounts
- Take advances on your line of credit with Us
- Make miscellaneous inquiries on your Credit Union deposit and loan balances, deposits, withdrawals, and transactional information

Online Banking operates twenty-four (24) hours every day. If You attempt to use the system and receive a message indicating that "the system is not available," please try again later when service is restored.

You may use the Online Banking platform to access the Online Bill Payment feature in conjunction with your Access Code, an internet connection, and a personal computer to:

- Authorize the Credit Union to issue on your behalf, payments in amounts not to exceed \$9,999.99 per payment
- Check the status of payments previously authorized through the Online Bill Payment feature

In order to use Online Bill Payment for such transactions, You must have a share draft Account with Us. By completing an Online Bill Payment transaction, You authorize Us to post any such payments to your share draft Account. Payments will be made by check or electronic transfer and will be sent to the payee on the business day You designate it to be sent. Requests for payments to be sent on the same day as the date of your request must be received by Us not later than the cut-off time for the current business day in order for it to be sent that business day. If You schedule a payment to be paid before closing on a business day that We are open, We will consider that day to be the day of your request. However, if You schedule a payment to be paid after closing or on a day We are not open, We will consider that the request was made on the next business day We are open. The Credit Union cannot guarantee the time any payment will reach any of your payees and accepts no liability for any service fees or late charges levied against You. Payments requested to be sent on dates that do not exist in a given month (e.g., February 30th or April 31st), or fall on Saturdays, Sundays, federal reserve and other Credit Union observed holidays will also be sent on the next business day.

By using an internet connection and a personal computer, an imaging application/device, special software and an Access Code and/or User ID, You may also use the Online Banking platform to access the remote deposit system to initiate the deposit of checks into your share and share draft Account(s) You have with Us. You understand and agree that the remote deposit of Items into your deposit Accounts with Us through use of remote deposit are not subject to the Electronic Fund Transfer Act (15 U.S.C. § 1693 *et seq.*) or Regulation E (12 CFR 1005.1 *et seq.*). The remote deposit of Items into your designated deposit Accounts with Us is instead governed solely by the Terms and Conditions set forth in the separate remote Deposit Capture Agreement.

**d. Mobile Banking Transactions.** At the present time, You may use Mobile Banking in conjunction with your Access Code, an internet connection and an internet enabled mobile computing device (e.g., smartphone or tablet), for the following services:

- Transfer funds between your share, share draft, and money market Accounts
- Make payments on Credit Union loans You have with Us
- Make a check withdrawal from your share, share draft, and money market Accounts
- Take advances on your line of credit with Us
- Make miscellaneous inquiries on your Credit Union deposit and loan balances, deposits, withdrawals, and transactional information

Mobile Banking operates twenty-four (24) hours every day. If You attempt to use the system and are told that "the system is not available," please try again later when service is restored.



2355 W. Pinnacle Peak Rd., Phoenix, AZ 85027  
1.844.663.2928 | OneAZcu.com

You may use the Mobile Banking platform to access the Online Bill Payment feature in conjunction with your Access Code, an internet connection and an internet enabled mobile computing device (e.g., smartphone or tablet) to:

- Authorize the Credit Union to issue on your behalf, payments in amounts not to exceed \$9,999.99 per payment
- Check the status of payments previously authorized through the Online Bill Payment feature

In order to use Online Bill Payment for such transactions, You must have a share draft Account with Us. By completing an Online Bill Payment transaction, You authorize Us to post any such payments to your share draft Account. Payments will be made by check or electronic transfer and will be sent to the payee on the business day You designate it to be sent. Requests for payments to be sent on the same day as the date of your request must be received by Us not later than the cut-off time for the current business day in order for it to be sent that business day. If You schedule a payment to be paid before closing on a business day that We are open, We will consider that day to be the day of your request. However, if You schedule a payment to be paid after closing or on a day We are not open, We will consider that the request was made on the next business day We are open. The Credit Union cannot guarantee the time any payment will reach any of your payees and accepts no liability for any service fees or late charges levied against You. Payments requested to be sent on dates that do not exist in a given month (e.g., February 30th or April 31st), or fall on Saturdays, Sundays, federal reserve and other Credit Union observed holidays will also be sent on the next business day.

By using an internet enabled mobile computing device (e.g., smartphone or tablet), an imaging application/device, special software and an Access Code and/or User ID, You may also use the Mobile Banking platform to access the remote deposit system to initiate the deposit of checks into your share and share draft Account(s) You have with Us. You understand and agree that the remote deposit of Items into

Your deposit Accounts with Us through use of remote deposit are not subject to the Electronic Fund Transfer Act (15 U.S.C. § 1693 *et seq.*) or Regulation E (12 CFR 1005.1 *et seq.*). The remote deposit of Items into your designated deposit Accounts with Us is instead governed solely by the terms and conditions set forth in the separate remote deposit capture agreement.

- e. E-Check Transactions.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking Account using information from your check ("E-Check") to:
- Pay for purchases
  - Pay bills
- f. Ownership of Access Devices.** Your Card and/or any other Account access device will remain Our property and any such Card or other Account access device We may issue may be cancelled or its use restricted by Us at any time without notice, except as may be required by applicable law. You agree to surrender any such Card and/or access device and to discontinue its use immediately upon Our request. You will be required to return any Account access device(s) to Us immediately upon the closing of your Account.
- g. Notification of Pre-Authorized Deposits.** If You have arranged to have direct deposits made to your Account at least once every sixty (60) days (from your employer, the federal government or other payor), You can call Us at (844) 663- 2928, to find out whether or not the deposit has been made.
- h. Right to Stop Pre-Authorized Payments.** If You want to stop any pre- authorized payments, call Us at (844) 663-2928, or write to Us at OneAZ Credit Union, 2355 West Pinnacle Road, Phoenix, AZ 85027 in time for Us to receive your stop payment 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



2355 W. Pinnacle Peak Rd., Phoenix, AZ 85027  
1.844.663.2928 | OneAZcu.com

request in writing and get it to Us within fourteen (14) days after You call. To be sure that a third party does not bill You again for the "stopped" payment or to cancel the entire pre-authorized payment arrangement, contact the third party.

To ensure that recurring preauthorized charges established and authorized by You are not interrupted in the event that your Card or other Access Device is reissued, We may, but are under no obligation to do so, enroll your Account in automatic Account information update services that communicate new Card/Access Device information to the service providers with whom You have established preauthorized recurring charges, the purpose of which is to ensure charges You authorize continue without interruption.

- i. **Notice of Varying Amounts.** If regular pre-authorized payments may vary in amount, the person You are going to pay will tell You, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get 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.
- j. **Our Liability for Failure to Stop Payment.** If You order Us to place a stop payment on one of your pre-authorized payments three (3) business days or more before the transfer is scheduled, and We do not do so, We will be liable for losses or damages, to the extent provided by law.
- k. **Transaction Slips.** You can get a receipt at the time You make any transaction to or from your Account (except for Bank By Phone, Online Banking, Mobile Banking, mail-in transactions, and certain small-value transactions). When an electronic transfer has been made during any given month, You will receive a monthly statement to reflect all electronic fund transfers to or from your Account during that statement period. In any case, You will receive a statement at least quarterly.
- l. **Fees.** We may assess reasonable charges against your Account for transactions performed at electronic terminals. If so, We will specify any charges for these or other types of electronic transactions, including automatic transfers, on an accompanying pricing document. We will explain the charges to You when You open your Account. You will be provided with a fee schedule, and Bank By Phone, Online Banking, and Mobile Banking information after your Account is established. Additional fee schedules are available at any of Our office locations. When You use an ATM not owned by Us, You may be charged a fee by the ATM operator, or any network used, and You may be charged a fee for a balance inquiry even if You do not complete a fund transfer.
- m. **Liability for Failure to Complete Transactions.** If We do not properly complete a transaction to or from your Account according to this Agreement, We will be liable for your losses or damages. However, We will not be liable if:
  - Your Account does not contain enough available funds to make the transaction through no fault of Ours
  - The ATM where You are making the transfer does not have enough cash
  - The terminal was not working properly and You knew about the breakdown when You started the transaction
  - Circumstances beyond Our control prevent the transaction despite reasonable precautions that We have taken
  - Your Card is retrieved or retained by an ATM
  - Your Card or PIN has been reported lost or stolen and We have blocked the Account
  - The money in your Account is subject to legal process or other claim
  - There are other lawful exceptions established by Us and You are given proper advance notice of them
  - You exceed any limits on your Account



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- The Visa Network does not allow the transaction to proceed due to anti-fraud or similar consumer protections employed by that network
- n. **Liability for Unauthorized Use.** Telephone Us at once at (844) 663-2928, or write to Us at OneAZ Credit Union, 2355 West Pinnacle Road, Phoenix, AZ 85027 if You believe your Card or PIN have been lost or stolen or if You believe that an electronic fund transfer has been made without your permission using information from your check. You may also utilize Bank By Phone, Online Banking and Mobile Banking to report unauthorized use. Telephoning is the best way of keeping your possible losses down. You could lose all of the money in your Account (plus your maximum overdraft line of credit, if applicable).
- o. **In Case of Errors or if You Have Questions About Electronic Transfers.** Telephone Us at (844) 663-2928, or write to Us at OneAZ Credit Union, 2355 West Pinnacle Road, Phoenix, AZ 85027 as soon as You can, if You think your statement or receipt is wrong or if You need more information about a transaction listed on the statement or receipt. We must hear from You no later than sixty (60) days after We send You the first statement on which the problem or error appeared.
  - 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
  - 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 ten (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 forty-five (45) days to investigate your complaint or question. If We decide to do this, We will credit your Account within ten (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 ten (10) business days, We may not credit your Account.

For errors involving new Accounts, point-of-sale, or foreign-initiated transactions, We may take up to ninety (90) days to investigate your complaint or question. For new Accounts, We may take up to twenty (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 send You a written explanation. You may ask for copies of the documents that We used in Our investigation.

- p. **Unauthorized Transfers.** To report a lost or stolen Card, PIN, Access Code or any combination thereof, You will call Us at (844) 663-2928. You may also report the loss of a Card, PIN, Access Code, or any combination thereof, by writing to Us at OneAZ Credit Union, 2355 West Pinnacle Road, Phoenix, AZ 85027. You should also call the number or write to the address listed above if You believe a transfer has been made using the information from your check without your permission.
- q. **Foreign Transactions.** For transactions initiated in foreign countries and foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. Dollars) will be:
  - A rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives
  - The government-mandated rate in effect for the applicable central processing date





2355 W. Pinnacle Peak Rd., Phoenix, AZ 85027  
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For transactions that are initiated in a foreign currency, You will be charged 1.0% of the final settlement amount. For transactions occurring in foreign countries and initiated in U.S. Dollars, You will be charged 1.0% of the final settlement amount.

- r. **Disclosure of Account Information.** We may disclose information to third parties about your Account or transfers You make:
  - 1. When it is necessary to complete an electronic transaction
  - 2. In order to verify the existence and conditions of your Account for a third party such as a credit bureau or merchant
  - 3. In order to comply with a government agency or court order, or any legal process
  - 4. If You give Us written permission
- s. **Termination.** We may terminate your right to use your Card, PIN or Access Code, or cancel this Agreement at any time upon written notice. You may request termination of these services in writing.
- t. **Change in Terms.** We may change the terms and charges for the services shown in this Agreement and may amend this Agreement from time to time upon proper notice to You.
- u. **Governing Law.** This Agreement is controlled and governed by the laws of the State of Arizona, except to the extent that such laws are inconsistent with controlling federal law.

#### **FUNDS AVAILABILITY POLICY DISCLOSURE**

Except for checks drawn on foreign banks in foreign countries, this Disclosure describes your ability to withdraw funds from transaction Accounts at OneAZ Credit Union. You should also refer to the section of these Agreements and Disclosures that describes the details of your specific Account type.

**53. YOUR ABILITY TO WITHDRAW FUNDS.** Our policy is to make funds from your cash and check deposits available to You on the business day We receive your deposit. Electronic direct deposits will be available on the day We receive the deposit. Once they are available, You can withdraw the funds in cash and We will use the funds to pay checks that You have written.

**54. DETERMINING THE AVAILABILITY OF A DEPOSIT.** The length of the delay is counted in business days from the day of your deposit. For determining the availability of your deposits, every day is a business day except Saturdays, Sundays, and federal holidays.

For all deposits (except those made through the remote deposit capture system), if You make a deposit prior to 5:00 PM Mountain Standard Time, on a business day that We are open, We will consider that day to be the day of your deposit. However, if You make a deposit after 5:00 PM Mountain Standard Time, or on a day We are not open, We will consider that the deposit was made on the next business day We are open.

For all deposits made through the remote deposit capture system, We will consider the day that We receive final settlement as the day of your deposit.

**55. 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 business day We receive your deposit. Depending on the type of check that You deposit, funds may not be available until the second (2<sup>nd</sup>) business day after the day of your deposit. The first \$225.00 of Your deposits, however, may be available on the first (1<sup>st</sup>) business day.

If We are not going to make all of the funds from your deposit available on the business day We receive your deposit, We will notify You at the time You make your deposit. We will also tell You when the funds will be



2355 W. Pinnacle Peak Rd., Phoenix, AZ 85027  
1.844.663.2928 | OneAZcu.com

available. If your deposit is not made directly to one (1) 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 business day after We receive your deposit.

If You will need the funds from a deposit right away, You should ask Us when the funds will be available.

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 \$5,525.00 on anyone (1) day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your Account repeatedly in the last six (6) months.
- There is an emergency, such as failure of computer or communication 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. They will generally be available no later than the seventh (7<sup>th</sup>) business day following the day of your deposit. In any case, We reserve the right to refuse an item for deposit or encashment.

**56. SPECIAL RULES FOR NEW ACCOUNTS.** If You are a new member, the following special rules will apply during the first thirty (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 \$5,525.00 of a day's total deposits of cashier's, certified, teller's, travelers, and federal, state and local government checks will be available on the first (1<sup>st</sup>) business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to You. The excess over \$5,525.00 will be available on the ninth (9<sup>th</sup>) 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 (1) of Our employees, the first \$5,525.00 will not be available until the second (2<sup>nd</sup>) business day after the day of your deposit. Funds from all other check deposits will be available on the ninth (9<sup>th</sup>) business day after the day of your deposit.

**57. ATM DEPOSITS.** For deposits made at ATMs owned and operated by the Credit Union, deposits will become available for withdrawal based on the availability schedule described above. For deposits made at ATMs not owned and operated by the Credit Union, deposits will become available for withdrawal on the fifth (5<sup>th</sup>) business day following the day of deposit. All ATMs that We own or operate are identified as Our machines.

**58. HOLDS ON OTHER FUNDS.** If We cash a check for You that is drawn on another institution, We may withhold the availability of a corresponding amount of funds that are already in your Account. Those funds will be available to You at the time that the funds from the check We cashed for You would have been available if You had deposited it. If We accept for deposit a check that is drawn on another 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 policy for the type of check that You deposited.

**59. LOCATION OF CHECK ENDORSEMENTS.** Federal law requires all check endorsements to be in the first 1-1/2 inches of the trailing edge of the back of the check. The trailing edge is opposite the left side of the face of the check, the side of the check just behind Our address. You will be responsible for any costs incurred by Us due to delays in returning checks deposited into your Account that do not comply with the endorsement standards.

**60. DIVIDEND PAYMENT POLICY.** See the Account Disclosures section in these Agreements and Disclosures for Our policy on the payment of dividends.



2355 W. Pinnacle Peak Rd., Phoenix, AZ 85027  
1.844.663.2928 | OneAZcu.com

## **WIRE TRANSFER AGREEMENT**

### **TERMS AND CONDITIONS**

These are the Terms and Conditions whenever You request a wire transfer of funds from your Account(s) with us based upon your oral or written request. We will provide wire transfer services as a means to initiate domestic and international transfers for You, subject to the terms of this agreement, which You agreed to by signing your application for membership with us at the time that your Account was established.

### **AGREEMENT**

This Wire Transfer Agreement applies to wire transfers that are not “Remittance Transfers” as defined in the Electronic Fund Transfer Act (15 U.S.C. 1693o-1) and Regulation E, Subpart B (12 CFR 1005.30 *et seq.*).

We are authorized to charge your Account for the payment of wire transfer requests. If more than one (1) Account(s) is designated, We may charge any of the designated Accounts unless You give Us specific written directions otherwise. Your transfer requests may involve the transfer of funds from any of your designated Accounts with Us to another Account You have with Us, to any other financial institution, or to a third party or Account of a third party maintained with Us or any other financial institution. There are no restrictions or limitations on the amounts which may be ordered or requested, or on the location or address of the beneficiary of a transfer unless You give Us written instructions to the contrary.

The party(ies) named in your application for membership are the Authorized Persons who may issue payment orders to Us for the initiation of wire transfers or to receive telephone calls from Us, in accordance with this Agreement, for the purpose of confirming payment orders for the initiation of wire transfers which have been transmitted to Us under this Agreement for any Account designated in your application for membership. For confirmation purposes, We may call any party designated in your application for membership. If more than one (1) Authorized Person is named, anyone (1) of them may issue payment orders on any designated Account. Wire transfer requests must be given to Us in compliance with Our cut-off hours as established from time to time by Us. We are not responsible for the accuracy of a routing number which You supply verbally and which is contained in your wire transfer request. Wire transfer requests received by Us after Our cut-off hours may be treated as if received on the following business day.

We have no obligation to accept or execute any wire transfer request. We will provide You telephonic notice of rejection. If We are unable to reach You by telephone, We may at Our option give You notice of rejection in writing.

If We accept a wire transfer request consistent with this Agreement, You agree that any such transfer requests which We receive are effective as your transfer request, whether or not authorized.

You will have no right to cancel or amend a payment order to initiate a wire transfer after We receive it. We will make a reasonable effort to act on a cancellation or amendment of a payment order made by You prior to the time that We execute such payment order, but We have no liability if your cancellation or amendment is ineffective.

You agree to re-execute this Agreement or to execute a new agreement if changes are necessary. Your application for membership designates any Account which may be charged in relation to wire transfer requests. All parties which You have authorized to issue wire transfer requests or to receive telephonic confirmations from Us are identified in your application for membership. All modifications or additions to your application for membership must be in writing.

You agree to pay Us the amount of any transfer request which We transmit pursuant to this Agreement when We execute a payment order to carry out your wire transfer request. You will not make any wire transfer request which would cause You to exceed the available balance in the Account designated to pay the transfer request. If a payment order is executed which creates an overdraft, with or without Our prior consent, You agree to pay Us



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the overdraft amount and any overdraft fee immediately upon Our demand. We have the right to set-off the amount of any overdraft against the balance in any of your Accounts with Us and We may exercise any rights We have under any agreements which grant Us security for the payment of your liabilities or obligations to Us.

You understand and agree that the payment of a wire transfer request may be made by Us or any other financial institution used to carry out the transfer request on the basis of an identifying or Account number which You have provided for a beneficiary, even if the number identifies a person different from your intended beneficiary. You also understand and agree that We or any other financial institution used to carry out a transfer request, may rely on the identifying number of the intermediary or beneficiary's financial institution which You have provided as the proper identification of the intermediary or beneficiary's financial institution, even if the number identifies a financial institution different from the one (1) You intended to identify. We or any other financial institution are not responsible for determining whether any identifying or Account numbers You have provided to initiate a wire transfer are accurate. You will be liable to Us for the amount of any transfer request even if payment of the transfer request is made to a person different from the named beneficiary based upon the beneficiary's identifying or Account number provided by You or payment of the transfer request is made to a financial institution different from the one (1) identified by name based on the identifying number which You have provided to Us.

You agree to examine any statement or confirmation which We send You and to notify Us within 30 days after the mailing date on any statement or confirmation, of any discrepancy or error. If You fail to notify Us of any discrepancy or error within the required time period, You agree that We are not liable to pay interest or reimburse You for any discrepancy or error in relation to a transfer request described in such statement or confirmation.

You and the Credit Union agree that the following specified security procedures represent a commercially reasonable method of providing security against unauthorized payment orders: (a) Only individuals named in your application for membership shall issue wire transfer requests to Us; and (b) We reserve the right to telephonically contact any individual named in your application for membership for the purpose of confirming a transfer request, regardless of amount, although We have no obligation to do so. If We cannot obtain a confirmation satisfactory to Us, then We reserve the right to refuse to honor any wire transfer request.

We have no responsibility to verify the identity of any party identifying themselves as an individual authorized to receive a telephonic confirmation of any wire transfer request, other than to verify that the name given by such party corresponds to a party named in your application for membership. If, for any reason, We are not satisfied that a wire transfer request was issued by an authorized party or confirmed by an authorized party, We may refuse to execute the transfer request. If We do so, We shall not incur any liability of any nature. You agree to prevent disclosure, other than on a need-to-know basis, of any of the aspects of the security procedures which You have agreed to with Us. You will notify Us immediately if You believe the confidentiality of the security procedures has been compromised and You shall act to prevent the security procedures from being further compromised.

We have no liability of any nature for delays or mistakes, provided We act in good faith and with reasonable care. We are not responsible for delays or mistakes caused by other parties through whom We transmit funds whether such other parties were selected by You or Us. We are not required to make a wire transfer on the day a wire transfer request is received, unless the wire transfer request is received within a reasonable time before any cut-off hour We have established. We will generally use the funds transfer system, but We may use any means and routes that We, in Our sole discretion, consider suitable for the transmission of funds.

You agree that We have no liability and are not responsible for any delay or failure to transfer any amount specified in any wire transfer request because of rules, regulations, or policies of the Federal Reserve Board which limits, in the aggregate, the amount We can transfer from time to time during any business day, provided, however, that We will promptly notify You of any such failure or delay and will effectuate the transfer as soon as is reasonably possible.



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We shall have no liability whatsoever for any special, consequential, punitive, or indirect loss or damage suffered by You in connection with services offered by Us which are subject to this Agreement, regardless of whether We know or should have known such damages might be incurred. We have no responsibility for any attorneys' fees that You might incur.

We may terminate this Agreement at any time by giving written or oral notice to You. Unless We terminate this Agreement, the Agreement shall remain in effect until We receive written notice of termination from You and have been afforded a reasonable opportunity to act on your termination notice. You may not assign this Agreement to any other party.

This Agreement is governed by the provisions of Regulation J, 12 CFR Part 210, Subpart B, including the Appendices, to the extent that any wire transfer request is carried out. Terms which are not defined in this Agreement shall have the same meaning as defined in the Uniform Commercial Code Article 4A. This Agreement is also subject to all applicable Operating Circulars of the Federal Reserve Bank in the district in which We are located and any other applicable provisions of federal or state law. To the extent that Regulation J does not apply to this Agreement, this Agreement shall be governed by the laws of the state in which We are chartered.

We may amend this Agreement, from time to time, by sending You a copy of any amendment at least 30 days prior to its effective date. This Agreement may also be amended by a writing signed by You and Us. No representation or statement not expressly contained in this Agreement or in any amendment shall be binding upon You or Us.

If any provision of this Agreement is prohibited by applicable law, such prohibition shall apply only to that provision and all other provisions of the Agreement shall remain in full force and effect.



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**Business Rewards Program Terms and Conditions**

**TERMS AND CONDITIONS**

Please read and retain these Terms and Conditions (Agreement) which contain important information about the OneAZ Credit Union (OneAZ CU) Visa Business Cashback Rebate Rewards Program (Program). By participating in the OneAZ CU Program, You agree to the Terms and Conditions. The separate Visa Credit Card Agreement and Disclosures, which govern your Credit Card Account, are located at OneAZCU.com (Website).

- 1. ELIGIBILITY AND ENROLLMENT.** This Program is sponsored by OneAZ CU (we, us, ours) and is restricted to OneAZ CU Business Visa Cashback Rebate Rewards Cardholders in good standing (as defined by us from time to time). We, or our Cashback Rebate Rewards Program Administrator, reserve the right to determine at our sole discretion whether You are eligible for enrollment or continued participation in the Program. We are not responsible for the Cashback Rebate Rewards Program Administrator's products, services or decisions relating to this Program or redemptions.
- 2. ENROLLMENT.** Enrollment into the program is automatic following approval of your Credit Card Account.
- 3. QUALIFYING PURCHASES.** Only authorized charges for Qualifying Purchases made with your OneAZ CU Cashback Rebate Rewards Credit Card for the purchase of goods or services, less any credits for charge reversals or other refunds, will earn rebates. Qualifying Purchases do not include balance transfers, cash advances, convenience checks, disputed or unauthorized purchases/fraudulent transactions, Card Account fees, payments made for store value Cards, such as gift Cards and similar Cards; wire transfers; money transfers; travelers checks and similar products that will be converted to cash, such as money orders and certified checks charged to your Card Account; all incidental charges and fees charged by us (for example: voluntary payment protection costs, finance charges, returned check fees, service charges, and ATM fees); and purchases when your Card Account is not in good standing. We reserve the right to determine at our sole discretion whether a particular transaction is a Qualifying Purchase or to include or exclude other charges from the definition of Qualifying Purchases.
- 4. CASHBACK REBATE REWARDS PROGRAM RULES.** Your OneAZ CU's Business Cashback Rebate Rewards Visa Account ("Card Account") will earn cash rebates based on your Qualifying Purchases. The rebate awarded will appear cumulatively on your billing statement as "Rebate Reward Activity."
  - a. Rebate on purchases.** You will earn a cash rebate between 1.0%-3.0% according to the merchant categories listed in the table below based upon Qualifying Purchases (minus returns) each billing cycle. Qualified Purchases you make will be accumulated and disclosed on your monthly statement

<b>Merchant Category</b>	<b>Sub-Category</b>	<b>Rebate %</b>
Travel	Airlines	3%
Travel	Auto Rentals	3%
Travel	Gas-Auto fuel dispensers	3%
Business Services	Management, Consulting, PR Services	3%
Travel	Hotels and Motels	3%
Business Services	Stationary, Office Supplies	3%
Restaurants	Food	2%
Travel	Taxis and Limousines	3%
Travel	Passenger Railways	3%
Travel	Railroads	3%
Utilities	Cable, Satellite other Pay TV	3%
Utilities	Telecom	3%
Utilities	Computer Networking	3%
All others		1%



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- b. Rebates Calculation.** Rebates will be calculated at the end of the statement cycle as a percentage of net purchases minus returns. If net purchases exist on a participating Account, rebates will be calculated. If more credits are accumulated than charges, your Account will display a negative rebate dollar amount (e.g., You charge five-dollars (\$5.00) and receive a credit of seven-dollars (\$7.00) the rebate is now negative two-dollars (-\$2.00). You will need to make charges to return to a positive rebate status.
  - c. Receiving Cashback Reward.** Each month your cash rebate will be automatically posted and credited to your Visa Signature Cashback Rebate Rewards Credit Card Account. Members will not receive any distribution of cash and will not be allowed to use the Cashback Reward as payment on the Account.
  - d. Value of rebates.** Cash Rebates have no accrual value until such time when rebates are credited to your Credit Card Account. You may not assign, transfer, or pledge your rebates. You have no property rights or other legal interest in a rebate until it is distributed and credited to your Card Account.
  - e. Limitation on Rebate Distribution.** A distribution of rebates will not be processed on an Account if the Account is flagged as Suspended, Lost/Stolen, over-limit, Past Due, Voluntary Closure, Revoked, or otherwise not in good standing with OneAZ CU.
  - f. Inactive Account.** If your Account has a status of Inactive, Bankrupt, Closed, or Revoked during the accumulation period, the rebate will be forfeited.
  - g. Account Closure.** If OneAZ CU closes your Account, you will no longer be able to earn rebates on the Visa Business Cashback Rebate Rewards Card, and You will forfeit any accumulated Cashback Rebate Rewards. If You close or convert your Card Account, You will no longer be able to earn a rebate and any eligible rebate earned prior to Account closure will be forfeited. Your qualified rebate will be forfeited if You close your membership savings at OneAZ CU.
  - h. Fraud.** If your Card Account shows any sign of fraudulent, abusive, or suspicious activity, we may close or suspend your Card Account immediately without giving You prior notice. We may also forfeit your accrued eligible Cashback Rebate Rewards.
- 5. PERIODIC STATEMENT.** Your Cashback Rebate Rewards information will be summarized on your regular monthly statement to include: Beginning Rebate Balance, Rebates Earned Each Month, and Ending Rebate balance.
- 6. CHANGES.** We may, from time to time and in our sole discretion, amend, delete, or add to the terms of this Agreement and may change or limit any aspect of the program and its restrictions, benefits, or features, in whole or in part. Such changes are effective to all Cardholders and may be applied retroactively. Changes may include, but are not limited to, the Cashback Rebate Rewards payout percentage, the types of transactions which qualify for points, the availability of Cashback Rebate Rewards, the imposition of an annual Program membership fee or the increase of any fees associated with the Program. Your accumulation of Cashback Rebate Rewards does not give You any vested rights and You may not rely upon the continued availability of Rebates. We will post any such changes to the Agreement on the Website and it is your responsibility to review the Agreement for any such changes. By using your Card after the effective date of an amendment, You will be deemed to have agreed to any amendments to the Program set forth in the continuously updated Agreement at OneAZCU.com. If You do not agree to the amendments, You may close your Credit Card Account.
- 7. TERMINATION OR CANCELLATION.** We reserve the right to suspend or terminate the Program and this Agreement at any time. Our decisions regarding the program are final. We may ~~to~~ terminate your Cashback Rebate Rewards Account immediately without notice, if we determine that any Cardholder has violated the rules of this Program or is in any way involved in fraud, theft, or other illegality, or if we terminate or suspend your OneAZ CU Business Cashback Rebate Rewards Card. If we terminate your Cashback Rebate Rewards



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Card for any of those reasons, the accumulated Cashback Rebate Rewards on your Account will be forfeited, and that Rebate will not be credited to your Card Account. After termination of the OneAZ CU Business Cashback Rebate Rewards program, the Terms and Conditions of this section shall no longer apply to your OneAZ CU Business Cashback Rebate Rewards Credit Card. All other terms and conditions of your Credit Card Agreement shall apply. You will still be obligated to make monthly payments and comply with all of the terms and Conditions stated in your Credit Card Agreements.

**8. INCOME TAXES.** Earning Cashback Rebate Rewards or redemption of Cashback Rebate Rewards may result in tax liability. Any applicable federal, state, or local tax obligations related to the program are your sole responsibility. Please consult your tax advisor concerning any such income or other tax consequences related to your participation in the program. Tax reporting, if any, will be made to the tax identification number of the primary Credit Cardholder.





2355 W. Pinnacle Peak Rd., Phoenix, AZ 85027  
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## Description of Coverage

### **Master Disclosure for All Travel Insurance Provisions Worldwide Automatic Travel Accident & Baggage Delay Insurance**

**1. THE PLAN.** As an eligible Cardholder of OneAZ Credit Union, you, your spouse, domestic partner, and your dependent children will be automatically insured up to the benefit amount associated with your Card against accidental loss of life, limb, sight, speech, or hearing occurring on a Common Carrier Covered Trip while:

- Riding as a passenger in, entering or exiting any Common Carrier on which the Insured Person has purchased passage.
- Riding as a passenger in, entering or exiting any Conveyance licensed to carry the public for hire or any Curtesy Transportation provided without a specific charge and while traveling to or from the airport, terminal, or station.
  - a. Immediately preceding the departure of the scheduled Common Carrier on which the Insured Person was a passenger
  - b. Immediately following the arrival of the scheduled Common Carrier on which the Insured Person was a passenger
- At the airport, terminal or station at the beginning or end of the Common Carrier covered trip.

If the purchase of the Common Carrier passenger fare is not made prior to the Insured Person's arrival at the airport, terminal or station, coverage will begin at the time of the cost of the Common Carrier passenger fare is charged to the Insured Person's Account.

<b>Eligible Cards</b>	<b>Benefit Amount</b>
Visa Choice Rewards	\$200,000
Visa Platinum	\$1,000,000
Visa Signature	\$1,000,000
Visa Business Cash Rewards	\$100,000

**2. ELIGIBILITY.** This insurance plan is provided to eligible Cardholders of OneAZ Credit Union, automatically when the entire cost of the passenger fare(s) are charged to an eligible Card Account while the insurance is effective. It is not necessary for you to notify your financial institution, the Administrator, or the Company when tickets are purchased.

**3. THE COST.** This insurance plan is provided at no additional cost to eligible Cardholders. Your financial institution pays the full cost of the insurance.

**4. BENEFICIARY.** The Loss of Life benefit will be paid to the beneficiary designated by you. If no such designation has been made, that benefit will be paid to the first surviving beneficiary in the following order:

- Your spouse
- Your children
- Your parents
- Your brothers and sisters
- Your estate

All other indemnities will be paid to you.

#### **5. THE BENEFITS.**

The full benefit amount is payable as the result of accidental:

- Loss of life
- Loss of speech and loss of hearing
- Loss of speech and one of loss of hand, foot, or sight of one eye
- Loss of hearing and one of loss of hand, foot, or sight of one eye
- Loss of both hands, both feet, loss of sight or any combination thereof

Fifty percent (50%) of the Principal Sum is payable for accidental:

- Loss of hand, foot, or sight on one (1) eye (any one (1) of each)
- Loss of speech or loss of hearing

Twenty-five percent (25%) of the Principal Sum is payable for accidental:

- Loss of thumb and index finger of the same hand

The Company will consider it a loss of hand or foot even if they are later reattached.

The Company will pay the single largest applicable Benefit Amount.

- a. **Loss** means with respect to a hand, complete severance through or above the knuckle joints of at least four (4) fingers on the same hand; with respect to a foot, complete severance through or above the ankle joint.
- b. **Benefit Amount** means the Loss amount at the time the entire cost of the passenger fare is charged to an eligible Card Account.

**6. ACCOUNT AGGREGATE LIMIT OF INSURANCE.** If more than one (1) Insured Person insured under the same Account suffers a loss in the same accident, Federal Insurance Company (the Company) will not pay more than three (3) times the applicable benefit amount (the aggregate limit of insurance). If an accident results in benefit amounts becoming payable, which when totaled, exceed three (3) times the applicable benefit amount, then the aggregate limit of insurance will be divided proportionally among the Insured Persons, based on each applicable benefit amount.

#### **Additional Benefits**

**7. BAGGAGE DELAY.** We will reimburse the Insured Person up to the Daily Benefit Amount of one-hundred dollars (\$100.00) per day, in the event of a Baggage Delay.

- a. **Baggage Delay** means a delay or misdirection of the Insured Person's Baggage by a Common Carrier for more than four (4) hours from the time the Insured Person arrives at the destination on the Insured Person's ticket.



2355 W. Pinnacle Peak Rd., Phoenix, AZ 85027  
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Our payment is limited to expenses incurred for the emergency purchase of essential items needed by the Insured Person while on a Common Carrier Covered Trip and at a destination other than the Insured Person's primary residence. The Baggage Delay Daily Benefit amount will be payable up to three (3) days.

Essential items not covered by Baggage Delay include, but are not limited to:

- Contact lenses, eyeglasses, or hearing aides
- Artificial teeth, dental bridges, or prosthetic devices
- Tickets, documents, money, securities, checks, traveler's checks, and valuable papers
- Business samples
- Jewelry and watches
- Cameras, video recorders, and other electronic equipment

The Baggage Delay Benefit amount is excess over any other insurance (including homeowners) or indemnity (including any reimbursements by the airline, cruise line, railroad station authority, occupancy provider) available to the Insured Person.

## 8. DEFINITIONS

- a. **Accident or Accidental.** A sudden, unforeseen, and unexpected event happening by chance.
- b. **Accidental Bodily Injury.** Bodily injury, which is accidental, the direct cause of a loss, is independent of disease, illness or other cause and occurs while you are insured under this policy, which is in force.
- c. **Account.** Credit card accounts, debit card accounts, central bill accounts, checking accounts, and saving accounts as set forth in the policy.
- d. **Accountholder.** Any individual who is named on an open and active account with the policyholder.
- e. **Cardholder.** An individual who is named on the account card issued by the policyholder.
- f. **Common Carrier.** Any motorized land, water, or air conveyance organized and licensed for the transportation of passengers for hire and operated by an employee or an individual under contract.
- g. **Common Carrier Covered Trip.** Travel on a common carrier when the full fare for transportation has been charged to your account issued by the policyholder.
- h. **Credit Card.** A payment medium that takes the form of a credit card, credit plate, charge plate, courtesy card, or other identification card, or device issued to you. You may use the credit card to purchase, hire, rent or lease property, or services. Credit card does not include a debit card.
- i. **Debit Card.** A payment medium that takes the form of a card, plate, or other identification card or device issued to you as an owner of a deposit account maintained by the issuer. You may use the debit card to purchase, hire, rent or lease property or services. Debit card does not include a credit card.
- j. **Dependent Child.** The primary insured person's unmarried child, dependent on the primary insured person for maintenance and support, under the age of twenty-five (25), or classified as an incapacitated dependent child.



2355 W. Pinnacle Peak Rd., Phoenix, AZ 85027  
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**k. Domestic Partner.** A person designated by the primary insured person who is registered as a domestic partner or legal equivalent under the laws of the governing jurisdiction or who is at least eighteen (18) years of age and competent to enter into a contract; is not related to the primary insured person by blood; has exclusively lived with the primary insured person for at least twelve (12) consecutive months; is not legally married or separated and has with the primary insured person at least two (2) of the following financial arrangements:

- A joint mortgage or lease
- A joint bank account
- Joint title to or ownership of a motor vehicle or status as a joint lessee on a motor vehicle lease
- A Joint credit card account with a financial institution.

Neither the primary insured person nor domestic partner can be married to, nor in a civil union with anyone else.

- l. Immediate Family Member.** The insured person's spouse or domestic partner, children including adopted children or stepchildren, legal guardians or wards, siblings or siblings-in-law, parents or parents-in-law, grandparents or grandchildren, aunts or uncles, nieces, and nephews.
- m. Injury.** Bodily injury, which is accidental, is the direct source of a loss, is independent of illness, disease or other cause and occurs while you are insured under this policy which is in force.
- n. Loss.** Accidental loss of foot, loss of hand, loss of hearing, loss of life, loss of sight, loss of sight of one eye, loss of speech, uniplegia, loss of thumb and index finger.
- o. Loss of Foot.** The complete severance of a foot through or above the ankle joint.
- p. Loss of Hand.** A complete severance, as determined by a physician, of at least four (4) fingers at or above the metacarpal phalangeal joint on the same hand or at least three (3) fingers and the thumb on the same hand.
- q. Loss of Hearing.** Permanent, irrecoverable, and total deafness, as determined by a physician, with an auditory threshold of more than ninety (90) decibels in each ear. The deafness cannot be corrected by any aid or device.
- r. Loss of Property.** Baggage delay, trip cancellation or trip interruption, and trip delay.
- s. Loss of Sight.** Permanent loss of vision. Remaining vision must be no better than 20/200 using a corrective aid or device, as determined by a physician.
- t. Loss of Sight of One Eye.** Permanent loss of vision of one eye. Remaining vision in that eye must be no better than 20/200 using a corrective aid or device as determined by a physician.
- u. Loss of Speech.** The permanent, irrecoverable, and total loss of the capability of speech without the aid of mechanical devices, as determined by a physician.
- v. Loss of Thumb and index Finger.** Complete severance, thorough the metacarpal phalangeal joints, of the thumb and index finger of the same hand, as determined by a physician.
- w. Physician.** A licensed practitioner of the healing arts acting within the scope of his or her license to the extent provided by the laws of the jurisdictions in which medical treatment is provided. Physician



2355 W. Pinnacle Peak Rd., Phoenix, AZ 85027  
1.844.663.2928 | OneAZcu.com

does not include you, an immediate family member, your employer, business partner, or the policyholder.

- x. Policyholder.** Means PSCU Services.
- y. Proof of Loss.** Written evidence acceptable to us that an accident, accident bodily injury or loss has occurred.
- z. Specialized Aviation Activity.** Use of a properly certified aircraft for flight on a rocket propelled or rocket launched aircraft. Specialized Aviation Activity shall include any flight which requires a special permit or waiver from a governmental authority having jurisdiction over civil aviation, whether such permit or waiver is granted.
- aa. Spouse.** Your husband or wife who is recognized as such by the laws of the jurisdiction in which the primary insured person resides.
- bb. We, Us and Our.** Federal Insurance Company.

## 9. EXCLUSIONS.

This insurance does not apply to any Accident, Accidental Bodily Injury, Loss, Covered Loss, or Loss of Property when:

- a.** The United States of America has imposed any trade or economic sanctions prohibiting insurance of any Accident, Accidental Bodily Injury, Loss, Covered Loss, or Loss of Property.
- b.** There is any other legal prohibition against providing insurance for any Accident, Accidental Bodily Injury, Loss, Covered Loss, or Loss of Property.

Additionally, this insurance does not apply to any Accident, Accidental Bodily Injury, or Loss caused by or resulting from directly or indirectly, the Insured Person:

- c.** Entering, or exiting any aircraft while acting or training as a pilot or crew member. This exclusion does not apply to passengers who temporarily perform pilot or crew functions in a life-threatening emergency.
- d.** The Insured Person's emotional trauma, mental or physical illness, disease, pregnancy, childbirth, or miscarriage, bacterial or viral infection, bodily malfunctions or medical or surgical treatment or diagnosis thereof.

This exclusion does not apply to the Insured Person's bacterial infections caused by an Accident or by Accidental consumption of a substance contaminated by bacteria.

- e.** The Insured Person's commission or attempted commission of any illegal act including by not limited to any felony.
- f.** Any occurrence while the Insured Person is incarcerated.
- g.** The Insured Person participating in parachute jumping from an aircraft.
- h.** Participating in military action while in active military service with the armed forces of any country or established international authority.



2355 W. Pinnacle Peak Rd., Phoenix, AZ 85027  
1.844.663.2928 | OneAZcu.com

This exclusion does not apply to the first (1<sup>st</sup>) sixty (60) consecutive days of active military service with the armed forces or any country or established international authority.

- i. Traveling or flying on any aircraft engaged in Specialized Aviation Activities.
- j. Suicide, attempted suicide, or intentionally self-inflicted injury.
- k. A declared or undeclared War.

**10. CLAIM NOTICE.** Written claim notice must be given to the Company within twenty (20) days after the occurrence of any loss covered by this policy or as soon as reasonably possible. Failure to give notice within twenty (20) days will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible.

**11. CLAIM FORMS.** When the Company receives notice of a claim, the Company will send you forms for giving proof of loss to us within fifteen (15) days. If you do not receive the forms, you should send the Company a written description of the loss to:

Plan Administrator  
The Direct Marketing Group, Inc.  
9931 South 136<sup>th</sup> Street  
Suite 100  
Omaha, NE 68138

**12. CLAIM PROOF OF LOSS.** Complete proof of loss must be given to us within ninety (90) days after the date of loss, or as soon as reasonably possible. Failure to give complete proof of loss within these time frames will not invalidate any otherwise valid claim if notice is given as soon as reasonably possible and in no event later than one (1) year after the deadline to submit complete proof of loss.

**13. TIME PAYMENT OF CLAIMS.** The Company will pay you or your beneficiary the applicable benefit amount as soon as complete proof of loss is received if you, the policyholder and/or the beneficiary have complied with all the terms of this policy. If a claim is contested by us, we will notify you or your beneficiary the reasons for contesting the claim withing forty-five (45) days of receipt of complete Proof of Loss. If we request additional information from you or your beneficiary, upon receipt of requested information we will pay or deny the claim within sixty (60) days. All overdue claim payments will bear simple interest at the rate of ten percent (10%) per year.

**14. EFFECTIVE DATE.** Your insurance becomes effective on the latest of:

- The effective date of this policy
- The date on which you first meet the eligibility criteria as the Insured Person
- The beginning of the period for which required premium is paid for you

Insurance for you automatically terminates on the earliest of:

- The termination date of this policy
- The expiration of the period for which required premium has been paid for you
- The date on which you no longer meet the eligibility criteria as the Insured Person
- The date on which the Company pays out one hundred percent (100%) of the principal sum



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**FOR CUSTOMER SERVICE INQUIREIES PLEASE CALL THE NUMBER ON THE BACK OF YOUR CARD.**

For claim related matters ONLY, please contact the Claims Administrator:

Broadspire, A Crawford Company  
PO Box 459084  
Sunrise, FL. 33345  
Phone # 844-245-2503  
Fax # 855-830-3728

This information is a brief description of the important features of this insurance plan. It is not an insurance contract. Complete policy provisions are contained in the Master Policy 9907-84-82, which is on file with the Policyholder. Insurance benefits are underwritten by Federal Insurance Company. Coverage may not be available in all states or certain terms may be different where required by state law. Chubb NA is the U.S. based operating division of the Chubb Group of Companies, headed by Chubb Ltd. (NYSE: CB) Insurance products and services are provided by Chubb Insurance Underwriting Companies and not by the parent company itself.