Account Disclosures

White Avenue Branch
2100 White Avenue
Knoxville, TN 37916
(865) 971-1971 or 800-264-1971

Student Union Branch
1502 W. Cumberland Avenue, Suite 160
Knoxville, TN 37996
(865) 971-1971

UT Medical Center Branch
1924 Alcoa Highway
Knoxville, TN 37920
(865) 305-6691

Emory Road Branch
707 East Emory Road
Knoxville, TN 37938
(865) 971-1971

Franklin Square Branch
9700 Kingston Pike, Suite 24
Knoxville, TN 37922
(865) 971-1971

Springbrook Farm Branch
1858 Pauling Street
Alcoa, TN 37701
(865) 971-1971

Martin Branch
103 Hurt Street
Martin, TN 38237
(731) 587-5451

Memphis Branch
910 Madison Avenue, Suite 100
Memphis, TN 38103
(901)448-3600

Website
www.utfcu.org

UT Federal Credit Union

Rev. 10/15

FACTS

WHAT DOES U T FEDERAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: ▪ Social Security number and account balances ▪ checking account information and payment history ▪ transaction or loss history and account transactions When you are *no longer* our member, we continue to share your information as described in this notice.
How?	All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons U T Federal Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does U T Federal Credit Union share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or to report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?	Call (800) 264-1971 or go to www.utfcu.org

What we do

How does U T Federal Credit Union protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does U T Federal Credit Union collect my personal information?	We collect your personal information, for example, when you ▪ open an account or deposit money ▪ pay your bills or use your credit or debit card ▪ apply for financing We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only ▪ sharing for affiliates' everyday business purposes – information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for nonaffiliates to market to you State law and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ▪ *U T Federal Credit Union has no affiliates*.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ▪ *U T Federal Credit Union does not share with our nonaffiliates so they can market to you.*
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ▪ *Our joint marketing partners include insurance companies and LPL Financial.*

Other important information

UT Federal Credit Union
PO Box 51848
Knoxville, TN 37950
(865) 971-1971 • (800) 264-1971
Fax: (865) 971-1797

MEMBERSHIP AND ACCOUNT AGREEMENT

This Agreement covers your rights and responsibilities concerning your accounts and the rights and responsibilities of UT Federal Credit Union (Credit Union). In this Agreement, the words "you," "your," and "yours" mean anyone who signs an Account Card, Account Change Card, Member Services Request, or any other account opening document (Account Card), or for whom membership and/or service requests are approved through the Credit Union's online application and authentication process. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share or deposit accounts you have with the Credit Union.

Your account type(s) and ownership features are designated by you on your Account Card or through the Credit Union's online application and authentication process. By signing an Account Card or authenticating your request, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any Account Card, Funds Availability Policy Disclosure, Truth-in-Savings Disclosure, Electronic Fund Transfers Agreement and Disclosure, Privacy Disclosure, or Account Receipt accompanying this Agreement, the Credit Union Bylaws or Code of Regulations (Bylaws), Credit Union policies, and any amendments, including additions, deletions, or other changes, made to these documents from time to time that collectively govern your membership, accounts and services.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT - To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, if applicable, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

1. MEMBERSHIP ELIGIBILITY - To join the Credit Union, you must meet the membership requirements, which may include the purchase and maintenance of the minimum required share(s) (hereinafter membership share), paying a membership fee, or other requirement(s) as set forth in the Credit Union's bylaws. You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit and consumer reporting agencies, to verify your eligibility for the accounts, products and services you request and for other accounts, products, or services we may offer you or for which you may qualify.

2. INDIVIDUAL ACCOUNTS - An individual account is an account owned by one member who has qualified for credit union membership. If the account owner dies, the interest passes, subject to applicable law, to the account owner's estate or Payable on Death (POD) beneficiary/payee or trust beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death, any security interest or pledge granted by the account owner, and our statutory lien rights.

3. JOINT ACCOUNTS - A joint account is an account owned by two or more persons.

a. Rights of Survivorship. Unless otherwise stated on the Account Card or documented through the Credit Union's online application and authentication process, a joint account includes rights of survivorship. This means that when one owner dies, all sums in the account will pass to the surviving owner(s). A surviving owner's interest is subject to the Credit Union's statutory lien for the deceased owner's obligations and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

b. Control of Joint Accounts. Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature or authenticated request of any other owner(s). Any owner may withdraw or transfer funds, pledge to us all or any part of the shares, or stop payment on items without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners in order to act.

c. Joint Account Owner Liability. If an item deposited in a joint account is returned unpaid, a joint account is overdrawn, or if we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for any returned item, overdraft, or unpaid amount and for any related fees and charges, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of the indebted owner, including all funds in the joint account, regardless of who contributed the funds.

4. POD/TRUST ACCOUNT DESIGNATIONS - A Payable on Death (POD) account or trust account designation is an instruction to the Credit Union that an individual or joint account so designated is payable to the owner(s) during his, her, or their lifetimes and, when the last account owner dies, is payable to all surviving POD or trust beneficiaries/payees. Unless state law provides for different ownership or as permitted and documented by us, the beneficiaries/payees will own the funds jointly in equal shares without rights of survivorship when there is more than one surviving beneficiary/payee. Any POD or trust beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs). We are not obligated to notify any beneficiary/payee of the existence of any account nor the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law. This paragraph does not apply to an account held on behalf of or in the name of a trust.

5. ACCOUNTS FOR MINORS - If an account is established for a minor as a joint account with an owner who has reached the age of majority in accordance with state law, they are jointly and severally liable to us for any returned item, overdraft, or unpaid amount on such account and for any related fees and charges. We may pay funds directly to the minor regardless of their age. Unless a parent or guardian is an account owner, the parent or guardian will not have any access to the account. We have no duty to inquire about the use or purpose of any transaction except as required by applicable law. We may not change the account status when the minor reaches the age of majority unless the change is authorized in writing by all account owners.

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6. AGENCY DESIGNATION ON AN ACCOUNT - An agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or credit union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent except as required by applicable law.

7. DEPOSIT OF FUNDS REQUIREMENTS - Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with the requirements set forth in the Truth-in-Savings Disclosure. Deposits made by mail, at night depositories, or at unstaffed facilities are not our responsibility until we receive them. We reserve the right to refuse or to return any deposit.

a. Endorsements. We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft, or item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft, or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement, we may require endorsement as set forth on the item. Endorsements must be made on the back of the check or draft within 1½ inches of the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility. If we offer a remote deposit capture service and you have been approved to use the service to make deposits to your account, you agree that, prior to transmitting check or draft images, you will restrictively endorse each original check or draft in accordance with any other agreement with us that governs this service.

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

c. Restrictive Legends. Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include "two signatures required," "void after 60 days," and "not valid over $500.00." We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restriction or limitation.

d. Final Payment. All checks, drafts, automated clearing house (ACH) transfers or other items credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items and impose a returned item fee on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or fund transfer.

e. Direct Deposits. We may offer direct deposit services, including preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits or preauthorized transfers by completing a separate authorization document or process. You must notify us if you wish to cancel or change a direct deposit or preauthorized transfer. Any cancellation or change will become effective once we receive notice from you and have a reasonable period of time to act on your request. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

f. Crediting of Deposits. Deposits will be credited to your account on the day we consider them received as stated in our Funds Availability Policy Disclosure.

8. ACCOUNT ACCESS

a. Authorized Signature. Your signature on the Account Card, or authentication and approval of your account, authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any check or draft that appears to bear your facsimile signature, even if it was made by an unauthorized person. You authorize us to honor transactions initiated by a third person to whom you have given your account information, even if you do not authorize a particular transaction.

b. Access Options. You may access your account(s) in any manner we permit including, for example, in person at one of our branch offices, at an ATM or point-of-sale device, or by mail, telephone, automatic transfer, internet access or mobile application. We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any losses, expenses or fees we incur as a result of handling such a check or draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We may refuse to honor a power of attorney if our refusal is conducted in accordance with applicable state law.

c. Credit Union Examination. We may disregard any information on any check or draft other than the signature of the drawer, the amount of the item, and any magnetic encoding. You agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

9. FUNDS TRANSFERS - Funds transfers we permit that are subject to Article 4A of the Uniform Commercial Code (UCC), such as wire transfers, will be subject to such provisions of the UCC as enacted by the state where the main office of the Credit Union is located, except as otherwise provided in this Agreement. ACH transfers are subject to Nacha Operating Rules. We may execute certain requests for funds transfers by Fedwire which are subject to the Federal Reserve Board's Regulation J.

a. Authorization for Transfers/Debiting of Accounts. You may make or order funds transfers to or from your account. We will debit your account for the amount of a funds transfer from your account and will charge your account for any fees related to the transfer.

b. Right to Refuse to Make Transfers/Limitation of Liability. Unless we agree otherwise in writing, we reserve the right to refuse to execute any payment order to transfer funds to or from your account. We are not obligated to execute any payment order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available balance in your account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control including mechanical, electronic or equipment failure. In addition, we will not be liable for consequential, special, punitive or indirect loss or damage you may incur in connection with funds transfers to or from your account.

c. No Notice Required. We will not provide you with notice when funds transfers are credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received.

d. Interest Payments. If we fail to properly execute a payment order and such action results in a delay in payment to you, we will pay you dividends or interest, whichever applies to your account, for the period of delay as required by applicable law. You agree that the dividend or interest rate paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period.

e. Provisional Credit for ACH Transactions. We may provisionally credit your account for an ACH transfer before we receive final settlement. If we do not receive final settlement, we may reverse the provisional credit or require you to refund us the amount provisionally credited to your account, and the party originating the transfer will not be considered to have paid you.

f. Payment Order Processing and Cut-off Times. Payment orders we accept will be executed within a reasonable time of receipt. Unless we have agreed otherwise in writing, a payment order may not necessarily be executed on the date it is received or on a particular date you specify. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments. Funds transfers, payment orders, cancellations, and amendments received after a cut-off time may be treated as having been received on the next funds transfer business day. Information about any cut-off times is available upon request. From time to time, we may need to temporarily suspend processing of a transaction for greater scrutiny or verification in accordance with applicable law. This action may affect settlement or availability of the transaction.

g. Identifying Information. If your payment order identifies the recipient and any financial institution by name and account or other identifying number, the Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or other identifying number, even if the number identifies a different person or financial institution.

h. Amendments and Cancellations of Payment Orders. Any account owner may amend or cancel a payment order regardless of whether that person initiated the order. We may refuse requests to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order.

i. Security Procedures. We may require you to follow a security procedure to execute, amend or cancel a payment order so that we may verify the authenticity of the order, amendment or cancellation. You agree that the security procedure established by separate agreement between you and the Credit Union is commercially reasonable. If you refuse to follow a commercially reasonable security procedure that we offer, you agree to be bound by any payment order, whether authorized or not, that is issued in your name and accepted by us in good faith in accordance with the security procedure you choose.

j. Duty to Report Unauthorized or Erroneous Funds Transfers. You must exercise ordinary care to identify and report unauthorized or erroneous funds transfers on your account. You agree that you will review your account(s) and periodic statement(s). You further agree you will notify us of any unauthorized or erroneous transfers within the time frames described in the "Statements" section of this Agreement.

k. Recording Telephone Requests. You agree that we may record payment order, amendment and cancellation requests as permitted by applicable law.

l. Remittance Transfers. A "remittance transfer" is an electronic transfer of funds of more than $15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. If we act as a remittance transfer provider and conduct a remittance transfer(s) on your behalf, the transaction(s) will be governed by 12 C.F.R. part 1005, subpart B - Requirements for remittance transfers. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

10. ACCOUNT RATES AND FEES - We pay account earnings and assess fees against your account as set forth in the Truth-in-Savings Disclosure and Schedule of Fees and Charges. We may change the Truth-in-Savings Disclosure or Schedule of Fees and Charges at any time and will notify you as required by law.

11. TRANSACTION LIMITATIONS

a. Withdrawal Restrictions. We will pay checks or drafts, permit withdrawals, and make transfers from the available balance in your account. The availability of funds in your account may be delayed as described in our Funds Availability Policy Disclosure. We may also pay checks or drafts, permit withdrawals, and make transfers when you have an insufficient available balance in your account if you have established an overdraft protection plan or, if you do not have such a plan with us, in accordance with our overdraft payment policy.

We may refuse to allow a withdrawal in some situations and will advise you accordingly if, for example: (1) there is a dispute between account owners (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; (5) you fail to repay a credit union loan on time; or (6) we deem it necessary for any other reason allowed by applicable law. We may require you to give written notice of 7 to 60 days before any intended withdrawals.

b. Transfer Limitations. We may limit the dollar amount or the number of transfers from your account. Please consult your Truth-in-Savings Disclosure or your Electronic Fund Transfers Agreement and Disclosure.

12. CERTIFICATE ACCOUNTS - Any term share, share certificate, time deposit or certificate of deposit account (certificate account), whichever we offer as allowed by applicable federal or state law, is subject to the terms of this Agreement, the Truth-in-Savings Disclosure, the Account Receipt for each account, and any other documents we provide for the account, the terms of which are incorporated herein by reference.

13. OVERDRAFTS

a. Payment of Overdrafts. If, on any day, the available balance in your share or deposit account is not sufficient to pay the full amount of a check, draft, transaction, or other item, plus any applicable fee, that is posted to your account, we may return the item or pay it, as described below. The Credit Union's determination of an insufficient available account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the account required. We do not have to notify you if your account does not have a sufficient available balance in order to pay an item. Your account may be subject to a fee for each item regardless of whether we pay or return the item. We may charge a fee each time a merchant or other payee submits or resubmits an item for payment; therefore, you may be assessed more than one fee as a result of a returned item and resubmission(s) of the returned item.

If we offer standard overdraft services, this service allows us to authorize payment for the following types of transactions regardless of whether your share or deposit account has sufficient funds: (1) share drafts/checks and other transactions made using your checking account, except as otherwise described below; (2) automatic bill payments; (3) and ACH transactions. For ATM and one-time debit card transactions, you must affirmatively consent to such coverage. Without your consent, the Credit Union may not authorize and pay an ATM or one-time debit card transaction that will result in insufficient funds in your account. If you have established a service linking your share or deposit account with other

individual or joint accounts, you authorize us to transfer funds from another account of yours to cover an insufficient item, including transfers from a share or deposit account, an overdraft line-of-credit account, or other account you so designate. Services and fees for these transactions are shown in the document the Credit Union uses to capture your affirmative consent and the Schedule of Fees and Charges.

Except as otherwise agreed in writing, if we exercise our right to use our discretion to pay such items that result in an insufficiency of funds in your account, we do not agree to pay them in the future and may discontinue coverage at any time without notice. If we pay these items or impose a fee that results in insufficient funds in your account, you agree to pay the insufficient amount, including the fee assessed by us, in accordance with our standard overdraft services or any other service you may have authorized with us or, if you do not have such protections with us, in accordance with any overdraft payment policy we have, as applicable.

b. How Transactions are Posted to Your Account. Basically, there are two types of transactions that affect your account: credits (deposits of money into your account) and debits (payments out of your account). It is important to understand how each is applied to your account so that you know how much money you have and how much is available to you at any given time. This section explains generally how and when we post transactions to your account.

Credits. Deposits are generally added to your account when we receive them. However, in some cases when you deposit a check, the full amount of the deposit may not be available to you at the time of deposit. Please refer to the Funds Availability Policy Disclosure for details regarding the timing and availability of funds from deposits.

Debits. There are several types of debit transactions. Common debit transactions are generally described below. Keep in mind that there are many ways transactions are presented for payment by merchants, and we are not necessarily in control of when transactions are received.

- **Checks.** When you write a check, it is processed through the Federal Reserve system. We receive data files of cashed checks from the Federal Reserve each business day. The checks drawn on your account are compiled from these data files and paid each business day. We process the payments check number order as contained in the data file.
- **ACH Payments.** We receive data files every day from the Federal Reserve with Automated Clearing House (ACH) transactions. These include, for example, automatic bill payments you have authorized. ACH transactions for your account are posted in accordance with the National Automated Clearing House Association (NACHA) regulatory guidelines based on the settlement date assigned to each transaction.
- **PIN-Based Debit Card Purchase Transactions.** These are purchase transactions using your debit card for which a merchant may require you to enter your personal identification number (PIN) at the time of sale. They are processed through a PIN debit network. These transactions are similar to ATM withdrawal transactions because the money is usually deducted from your account immediately at the time of the transaction. However, depending on the merchant, a PIN-based transaction may not be immediately presented for payment.
- **Signature-Based Debit Card Purchase Transactions.** These are purchase transactions using your debit card that are processed through a signature-based network. Rather than entering a PIN, you typically sign for the purchase; however, merchants may not require your signature for certain transactions. Merchants may seek authorization for these types of transactions. The authorization request places a hold on funds in your account when the authorization is completed. This is referred to as an "authorization hold". An authorization hold will reduce your available balance by the amount authorized but will not affect your actual balance. The transaction is subsequently processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after the transaction, depending on the merchant and its payment processor. These payment requests are received in real time throughout the day and are posted to your account when they are received.

  The amount of an authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when you present your card for payment. For example, if you use your debit card at a restaurant, a hold will be placed in an amount equal to the bill presented to you; but when the transaction posts, it will include any tip that you may have added to the bill. The amount of an authorization hold may also differ from the final transaction amount when you present your debit card for payment at gas stations, hotels and certain other retail establishments. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.

  For debit card transactions involving merchant authorization holds, there may be a delay between the hold being applied and the transaction posting to your account. During the delay, intervening transactions may impact the available balance in your account. If your available balance is insufficient to cover the amount of the merchant's authorization request, we will decline the request. If your available balance is sufficient to cover the merchant's authorization request, the request will be approved, and an authorization hold in the amount of the request will be placed on your account. When the hold ends, the held funds will be released and added back to your available balance. The merchant will process the transaction and submit it to us for payment. If your account is overdrawn after any held funds are added back to your account's available balance and the transaction settles and is posted to your account (i.e., posting the transaction results in an available balance of less than $0), we will not charge you a fee for overdrawing your account since the available balance in your account was sufficient to cover the transaction at the time it was authorized.

  The following example illustrates how this works:

  Assume your actual and available balances are both $40, and you use your debit card at a restaurant to pay your bill totaling $30. If the restaurant requests authorization in the amount of $30, an authorization hold is placed on $30 in your account. Your available balance is only $10, but the actual balance remains $40. Before the restaurant charge is sent to us for payment, a check that you wrote for $40 is presented for payment. Because your available balance is only $10 due to the $30 authorization hold, your account will be overdrawn by $30 when the check transaction is posted to your account even though your actual balance is $40. In this example, if we pay the $40 check in accordance with our standard overdraft services, we will charge you a fee for overdrawing your account as disclosed in the Schedule of Fees and Charges. The fee will also be deducted from your account, further increasing the overdrawn amount. In addition, when the restaurant charge is finally submitted to us for payment, we will release the authorization hold and pay the transaction amount to the restaurant. The transaction amount may be $30 or a different amount (for example, if you added a tip). Even though the amount of the restaurant charge exceeds your available balance at the time the charge is settled (i.e., at the time the merchant or its financial institution requests payment or the transaction posts to your account), we will not charge you a fee for overdrawing your account since you had a sufficient available balance in your account at the time the restaurant charge was authorized and approved.

This is a general description of certain types of transactions. These practices may change, and we reserve the right to pay items in any order we choose as permitted by law.

c. Understanding Your Account Balance. Your share draft account has two kinds of balances: the actual balance and the available balance. Your actual balance reflects the full amount of all deposits to your account as well as payment transactions that have been posted to your account. It does not reflect checks you have written and are still outstanding or transactions that have been authorized but are still pending. Your periodic statement reflects your actual balance. Your available balance is the amount of money in your account that is available for you to use. Your available balance is your actual balance less: (1) holds placed on deposits; (2) holds on debit card or other transactions that have been authorized but are not yet posted; and (3) any other holds, such as holds related to pledges of account funds and minimum balance requirements or to comply with court orders. We use your available balance to determine whether there are sufficient funds in your account to pay items, including checks and drafts, as well as ACH, debit card and other electronic transactions. Because holds and pending transactions reduce your available balance, they may cause you to overdraw your account and incur overdraft fees. Since your periodic statement reflects your actual balance, it may not include information about holds and pending transactions. However, overdraft fees you incur as a result of holds and pending transactions will be reflected on your periodic statement because fees do impact your actual balance.

The following example illustrates the differences between these two balances. Assume your actual balance is $50 and your available balance is also $50. You then go to the gas station, and you use your debit card to buy gas for $20. When that happens, the gas station (i.e., the merchant) requests us to guarantee or authorize the payment. In that case, we will reduce your available balance by the amount of the authorization hold, which is $20. Your actual balance would still be $50 because this transaction has not yet posted to your account (i.e., the transaction has not been completed), but your available balance would be $30 because you have a commitment to pay the merchant $20. When the merchant submits its request for payment (which could be several days later), your actual balance will be reduced by the amount of the posted transaction (in this example, $20). At that time, both your actual and available balance are $30 assuming no other transactions have posted to your account.

You may check your actual and available balances online at www.utfcu.org, at an ATM, by visiting a credit union branch or by calling us at 865-971-1971.

14. POSTDATED AND STALEDATED CHECKS OR DRAFTS - You agree not to issue any check or draft that is payable on a future date (postdated). If you do draw or issue a check or draft that is postdated and we pay it before that date, you agree that we shall have no liability to you for such payment. You agree not to deposit checks, drafts, or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account that is presented more than six months past its date; however, if the check or draft is paid against your account, we will have no liability for such payment.

15. STOP PAYMENT ORDERS

a. Stop Payment Order Request. Any owner may request a stop payment order on a check or draft drawn on the owner's account. To be binding, the order must accurately describe the check or draft, including the exact account number, check or draft number, and amount of the check or draft. This exact information is necessary for the Credit Union to identify the check or draft. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it. If we recredit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or other holders of the check or draft, and to assist us in any legal action. Fees for stop payment orders are set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges.

b. Duration of Order. You may make an oral stop payment order which will lapse within 14 calendar days unless you confirm it in writing, or in a record if allowed by applicable law, within that time. A written stop payment order is effective for six months and may be renewed for additional six-month periods by submitting a renewal request in writing, or in a record if allowed by applicable law, before the stop payment order then in effect expires. We do not have to notify you when a stop payment order expires.

c. Liability. Although payment of a check or draft may be stopped, you may remain liable to any holder of the check or draft, including us. You have the burden of establishing the fact and amount of loss resulting from the payment of a check or draft contrary to a binding stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees and all damages or claims related to our refusal to pay a check or draft, as well as claims of any joint account owner or of any payee or endorsee for failing to stop payment of a check or draft as a result of incorrect information provided by you.

d. Items Subject to Other Rules. For cashier's checks, teller's checks, or certified checks that have been lost, destroyed, or stolen, refer to provisions elsewhere in this Agreement which describe the claims process for recovering the amount of such a check. For preauthorized debit transactions, which are governed by Regulation E, refer to the Electronic Fund Transfers Agreement and Disclosure for rules regarding stop payments on such transactions.

16. LOST, DESTROYED, OR STOLEN CASHIER'S CHECKS, TELLER'S CHECKS, OR CERTIFIED CHECKS - Generally, you cannot place a stop payment on a cashier's check, teller's check, or certified check that has been lost, destroyed, or stolen because the law treats these types of checks differently than ordinary checks. However, you may be able to assert a claim for the amount of the check. Article 3 of the UCC as adopted by the state in which we are located controls your and our rights and obligations with respect to these types of checks. Please contact us regarding the specific procedures for submitting a claim for a lost, destroyed, or stolen cashier's check, teller's check, or certified check.

17. CREDIT UNION LIABILITY - If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if, for example: (1) your account contains an insufficient available balance for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We are not responsible for a check or draft that is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearing house rules, and general financial institution practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict regarding what you and our employees say or write will be resolved by reference to this Agreement.

18. CHECKS OR DRAFTS PRESENTED FOR PAYMENT IN PERSON - We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft, and we shall have no liability for refusing payment. If we agree to cash a check or draft that is presented for payment in person, we may require the presenter to pay a fee. Any applicable check or draft cashing fees are stated in the Schedule of Fees and Charges.

19. REMOTELY CREATED CHECKS OR DRAFTS - For purposes of this paragraph, "account" means a transaction account, credit account, or any other account on which checks or drafts may be drawn. A remotely created check or draft is a check or draft created by someone other than the person on whose account the check or draft is drawn. A remotely created check or draft is generally created by a third-party payee as authorized by the owner of the account on which the check or draft is drawn. Authorization is usually made over the telephone or through online communication. The owner of the account does not sign a remotely created check or draft. In place of the owner's signature, the remotely created check or draft usually bears a statement

that the owner authorized the check or draft or bears the owner's printed or typed name. If you authorize a third party to draw a remotely created check or draft against your account, you may not later revoke or change your authorization. It is your responsibility to resolve any authorization issues directly with the third party. We are not required to credit your account and may charge against your account any remotely created check or draft for which the third party has proof of your authorization.

20. PLEDGE, RIGHT OF OFFSET AND STATUTORY LIEN - Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account(s) for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. You agree we have the right to offset funds in any of your accounts against the obligation owed to us. Federal or state law (depending upon whether we have a federal or state charter) gives us a lien on all shares and dividends and all deposits and interest, if any, in accounts you have with us now and in the future. Except as limited by federal or state law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you.

Your pledge and our statutory lien rights will allow us to apply the funds in your account(s) to what you owe when you are in default, except as limited by federal or state law. If we do not apply or offset the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply or offset the funds in your account(s) to the amount you owe us at a later time. The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under federal or state law if given as security. By not enforcing our right to apply or offset funds in your account(s) to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

21. LEGAL PROCESS - If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved, as permitted by law. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

22. ACCOUNT INFORMATION - Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure complies with the law or a government agency or court order; or (4) you give us written permission.

23. NOTICES

a. Name or Address Changes. You are responsible for notifying us of any name or address change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We may require all name and address changes to be provided in writing. If we attempt to locate you, we may impose a service fee as set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges.

b. Notice of Amendments. Except as prohibited by applicable law, we may amend this Agreement by adding, removing, or changing terms at any time. We will notify you, in a manner we deem appropriate under the circumstances, of any changes in terms, rates or fees as required by law. We reserve the right to waive any terms of this Agreement. Any such waiver shall not affect our right to future enforcement.

c. Effect of Notice. Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is provided electronically or is deposited in the U.S. mail, postage prepaid and addressed to you at your statement mailing address, and will be effective whether or not received by you. Notice to any account owner is considered notice to all account owners.

d. Electronic Notices. If you have agreed to receive notices electronically, we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.

24. TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING - You agree that we may withhold taxes from any dividends or interest earned on your account as required by federal, state or local law or regulations. Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN within a reasonable time, we may suspend opening your account or close your account and return the balance to you, less any applicable service fees.

25. STATEMENTS

a. Contents. If we provide a periodic statement for your account, you will receive a periodic statement that shows the transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for joint accounts. For share draft or checking accounts, you understand and agree that your original check or draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies of the check or draft may be retained by us or by payable-through financial institutions and may be made available upon your request. You understand and agree that statements are made available to you on the date they are mailed to you or, if you have requested, on the date they are made available to you electronically. You also understand and agree that checks, drafts, or copies thereof are made available to you on the date the statement is mailed to you or is provided to you electronically, even if the checks or drafts do not accompany the statement.

b. Examination. You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report any irregularities such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies that are reflected on your statement within 33 days of the date we sent or otherwise provided the statement to you, we will not be responsible for your loss. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of facsimile signature equipment.

Unauthorized electronic fund transfers governed by Regulation E are subject to different reporting periods. Please refer to the Electronic Fund Transfers Agreement and Disclosure for reporting requirements pertaining to electronic fund transfers.

c. Notice to Credit Union. You agree that the Credit Union's retention of checks or drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes, and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement, you agree to notify us within 14 days of the time you regularly receive a statement.

d. Address. If we mail you a statement, we will send it to the last known address shown in our records. If you have requested to receive your statement electronically, we will send the statement or notice of statement availability to the last email address shown in our records.

26. INACTIVE ACCOUNTS - As allowed by applicable law, we may classify your account as inactive or dormant and assess a fee if you have not made any transactions in your account over a specified period of time. The period of inactivity, the fee for servicing an inactive or dormant account, and the minimum balance required to avoid the service fee, if any, are set forth in our Schedule of Fees and Charges. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable or reserve account and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will then be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds. If you choose to reclaim such funds, you must apply to the appropriate state agency.

27. SPECIAL ACCOUNT INSTRUCTIONS - You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. We may require that account changes requested by you, or any account owner, such as adding or closing an account or service, be evidenced by a signed Account Change Card, Member Services Request, or other document which evidences a change to an account and accepted by us.

28. TERMINATION OF ACCOUNT - We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if, for example: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks or drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; (7) we reasonably deem it necessary to prevent a loss to us; or (8) as otherwise permitted by law. You may terminate an individual account by giving written notice. We reserve the right to require the consent of all owners to terminate a joint account. We are not responsible for payment of any check, draft, withdrawal, transaction, or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us.

29. TERMINATION OF MEMBERSHIP; LIMITATION OF SERVICES - You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all of your accounts. You may be expelled from membership for any reason allowed by applicable law. We may restrict account access and services without notice to you when your account is being misused; you have demonstrated conduct which is abusive in nature; as outlined in any policy we have adopted regarding restricting services; or as otherwise permitted by law.

30. DEATH OR INCOMPETENCE - We may honor all transfer orders, withdrawals, deposits, and other transactions on an account until we know of a member's death or adjudication of incompetence. Even with such knowledge, we may continue to pay checks or drafts drawn on the deceased member's account for a period of ten days after the member's death unless we receive instructions from any person claiming an interest in the account to stop payment on the checks or drafts. To the extent permitted by law, we may require anyone claiming funds from a deceased owner's account to indemnify us for any losses we sustain if we honor that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.

31. UNLAWFUL INTERNET GAMBLING AND OTHER ILLEGAL ACTIVITIES - You agree that you are not engaged in unlawful internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful internet gambling or other illegal activities.

32. SEVERABILITY - If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

33. ENFORCEMENT - You are liable to us for any losses, costs, or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs, or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions.

34. GOVERNING LAW - This Agreement is governed by the following, as amended from time to time: the Credit Union's bylaws; local clearing house and other payment system rules; federal laws and regulations, including applicable principles of contract law; and the laws and regulations of the state of Tennessee. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located.

35. NEGATIVE INFORMATION NOTICE - We may report information about your loan, share, or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

36. MONITORING AND RECORDING COMMUNICATIONS - We may monitor and record communications between you and us, including telephone conversations, electronic messages, electronic records, or other data transmissions that affect your accounts or other products and services. Except as otherwise prohibited by applicable law, you agree we may monitor and record such communications without your approval or further notice to you.

37. FINANCIAL EXPLOITATION - As permitted by law, we may act or decline to act to prevent, stop, or mitigate financial exploitation of an adult. For example, we may: (1) delay, decline, or place a hold on a transaction or disbursement involving the adult; (2) approve or deny other requests or modifications to the account, such as a transfer of funds, change in ownership, or change in beneficiaries; or (3) notify a third party of the financial exploitation. We will not be liable for the actions we take on the account if we act in good faith and exercise reasonable care. For purposes of this section, "adult" means vulnerable adult, elder adult, senior adult, eligible adult, or other person as defined by applicable law.

38. CONSENT TO CONTACT - By signing or otherwise authenticating an Account Card, you agree we and/or our third-party providers, including debt collectors, may contact you by telephone call, text message, or voicemail transmission at any telephone number associated with your account, including wireless telephone numbers (i.e., cell phone numbers) which could result in charges to you, in order to service your account or collect any amounts owed to us, excluding any contacts for advertising and telemarketing purposes as prescribed by law. You further agree methods of contact may include use of pre-recorded or artificial voice messages, and/or use of an automatic dialing device. You may withdraw the consent to be contacted on your wireless telephone number(s) at any time by providing written notice to us at PO Box 51848, Knoxville TN 37950-1848, via phone at 865-971-1971 or by any other reasonable means. If you have provided a wireless telephone number(s) on or in connection with any account, you represent and agree you are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and have the authority to give this consent. Furthermore, you agree to notify us of any change to the wireless telephone number(s) which you have provided to us.

In order to help mitigate harm to you and your account, we may contact you on any telephone number associated with your account, including a wireless telephone number (i.e., cell phone number), to deliver to you any messages related to suspected or actual fraudulent activity on your account, data

security breaches or identity theft following a data breach, money transfers or any other exigent messages permitted by applicable law. These contacts will not contain any telemarketing, cross-marketing, solicitation, advertising, or debt collection message of any kind. The contacts will be concise and limited in frequency as required by law. You will have an opportunity to opt-out of such communications at the time of delivery.

39. ARBITRATION, WAIVER OF CLASS ACTION, AND WAIVER OF JURY TRIAL AGREEMENT

READ THIS PROVISION CAREFULLY AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED. YOU HAVE THE RIGHT TO REJECT THIS ARBITRATION AGREEMENT AS SET FORTH BELOW.

a. Arbitration of Claims. You and the credit union agree that we shall attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts, or the products or services the credit union has provided, will provide or has offered to provide to you, and/or any aspect of your relationship with the credit union (hereafter referred to as the "Claims"). If that cannot be done, then you agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision ("Arbitration Agreement"), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its rules and procedures for consumer disputes (or commercial disputes in the case of a commercial account) ("Rules"), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at www.adr.org; or, a copy of the Rules can be obtained at any credit union branch upon request. "Claims" has the broadest possible meaning and includes, but is not limited to, any controversy, claim, counterclaim, dispute or disagreement arising out of, in connection with or relating to any one or more of the following: (1) the interpretation, execution, administration, amendment or modification of the Agreement or any agreement; (2) any account; (3) any charge or cost incurred pursuant to the Agreement or any agreement; (4) the collection of any amounts due under the Agreement, any agreement or any account; (5) any alleged contract or tort arising out of or relating in any way to the Agreement, any account, any agreement, any transaction, any advertisement or solicitation, or your business, interaction or relationship with us; (6) any breach of any provision of the Agreement; (7) any statements or representations made to you with respect to the Agreement, any agreement, any account, any transaction, any advertisement or solicitation, or your business, interaction or relationship with us; (8) any property loss, damage or personal injury; (9) any claim, demand or request for compensation or damages from or against us; (10) any damages incurred on or about our premises or property; or (11) any of the foregoing arising out of, in connection with or relating to any agreement which relates to the Agreement, any account, any credit, any transaction or your business, interaction or relationship with UT Federal Credit Union ("UTFCU"). "Claims" also includes any federal, state, or local administrative claims, as well as any disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity and includes claims for money damages. This agreement to arbitrate shall include any Claims involving UTFCU's current and former officers, directors, employees, agents, representatives, contractors, subcontractors, parent, subsidiaries, affiliates, successors, assigns, any third party that assigned any agreements to us and any of the respective current and former employees, officers, agents or directors of such affiliates or third parties. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim, by: (1) making written demand for arbitration upon the other party, (2) initiating arbitration against the other party, or (3) filing a motion to compel arbitration in court. **If either you or we elect to resolve a particular claim through arbitration, you will give up your right to go to court to assert or defend your rights under this Agreement** (except for Claims brought individually within small claims court jurisdiction, so long as the Claim remains in small claims court). This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf. This Arbitration Agreement shall not apply to claims that are initiated in or transferred to small claims court.

b. Selection of Arbitrator. The Claims shall be resolved by a single arbitrator who shall be selected in accordance with the Rules and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency.

c. Effective Date. This Arbitration Agreement is effective upon **the 31st day after we provide it to you** ("Effective Date"), unless you opt-out in accordance with the requirements of the RIGHT TO OPT-OUT provision below. If your account was opened prior to September 12, 2022, the Arbitration Agreement was provided to you on September 30, 2022. If your account was opened on or after September 12, 2022, the Arbitration Agreement was provided to you at account opening as part of your Agreement.

d. Arbitration Proceedings. The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced; provided, however that all arbitration shall be conducted within one (1) of the following: Knox County, Shelby County, or Weakley County, Tennessee. If the parties are unable to agree on a location, that determination shall be made by the arbitrator(s). Any claims and defenses that can be asserted in court can be asserted in the arbitration. The arbitrator shall be entitled to award the same remedies that a court can award, including any kind of relief that could be awarded by a court, including injunctive relief. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The arbitrator's award can be entered as a judgement in court. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court. The credit union shall pay for any filing, administration, and arbitrator fees imposed on you by the AAA. However, you will be responsible for your own attorneys' fees, unless you prevail on your Claim in the arbitration, in which case, we will pay your attorney's fees. Conversely, if the credit union prevails, then you will be required to pay its attorneys' fees and costs. You are responsible for your own witness fees, expert fees, transcription expenses, and other related costs. Nothing contained in this Arbitration Agreement shall prevent either you or the credit union from applying to any court of competent jurisdiction for emergency provisional relief, such as a temporary restraining order, a temporary protective order, an attachment or any other pre-judgement remedies. Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court. All statutes of limitation, defenses, and attorney-client and other privileges that would apply in a court proceeding shall apply in and to the arbitration.

e. Class Action Waiver. ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT. DISPUTES SUBMITTED TO ARBITRATION ARE NOT RESOLVED IN COURT BY A JUDGE OR JURY. FOR ANY CLAIM SUBJECT TO ARBITRATION, YOU MAY NOT PARTICIPATE IN A CLASS ACTION IN COURT OR IN A CLASS-WIDE ARBITRATION. THE PARTIES AGREE THAT THE CLASS ACTION WAIVER IS MATERIAL AND ESSENTIAL TO THE ARBITRATION OF ANY DISPUTES BETWEEN THE PARTIES AND IS NONSEVERABLE FROM THIS ARBITRATION AGREEMENT. THE PARTIES ACKNOWLEDGE AND AGREE THAT UNDER NO CIRCUMSTANCES WILL A CLASS ACTION BE ARBITRATED. WHETHER TO AGREE TO ARBITRATION IS AN IMPORTANT BUSINESS DECISION. YOU SHOULD CONDUCT FURTHER RESEARCH AND TO CONSULT WITH OTHERS — INCLUDING BUT NOT LIMITED TO AN ATTORNEY — REGARDING THE CONSEQUENCES OF YOUR DECISION.

f. Severability. In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable.

g. Right to Opt-Out. You have the right to opt-out of this Arbitration Agreement and it will not affect any other terms and conditions of your Agreement or your relationship with the credit union. To opt out, you must notify the credit union in writing of your intent to do so within 30 days after the Effective Date. Your opt-out will not be effective and you will be deemed to have consented and agreed to the Arbitration Agreement unless your notice of intent to opt out is received by the credit union in writing at ATTN: UTFCU Operations Department, PO Box 51848, Knoxville, TN 37950-1848, or email serviceinquiries@utfcu.org within such 30-day time period. Your notice of intent to opt out can be a letter that is signed by you that states "I elect to opt out of the Arbitration Agreement" or any words to that effect. Your communication should include your account number and a telephone number where you can be reached. This is the sole and only method by which you can reject this Arbitration Agreement. You agree that our business records will be final and conclusive with respect to whether you rejected this Arbitration Agreement in a timely and proper fashion.

h. Award and Appeal. In rendering an award, the arbitrator(s) shall apply applicable contract terms, statutes and legal precedent and shall follow the Federal Rules of Evidence, enforce applicable privileges, and employ applicable burdens of proof. The arbitrator(s) shall award only such relief as a court of competent jurisdiction could properly award under applicable law. The arbitrator(s) shall have the authority to award attorneys' fees, costs and expenses, in whole or in part, in instances where such is authorized by applicable law. The laws of the State of Tennessee and the United States shall govern. In the event that the arbitration results in an award which imposes an injunction on you or on us or contains a monetary award in excess of $50,000, the award shall be reviewable on appeal under the procedure for appointment from the national roster as provided by Appellate Rule A-5, except that the AAA shall not unilaterally appoint the arbitrators for the appeal, unless you and we so agree. The appeal shall be governed by the AAA Optional Appellate Arbitration Rules to the extent they are not inconsistent with this Arbitration Agreement. Any award which imposes an injunction on you or on us or contains a monetary award in excess of $50,000 shall not be considered final until after the time for filing the notice of appeal pursuant to the Appellate Rules has expired.

i. Self-Help, Repossession, Unlawful Detainer, In Rem Actions, Etc. This Arbitration Agreement does not limit the right of you or us, whether before, during or after the pendency of any arbitration proceeding, (1) to exercise self-help remedies such as set-off, recoupment, repossession, replevin, trustee's sales, foreclosures and the like; (2) to obtain provisional or ancillary remedies or injunctive relief (other than a stay of arbitration); or (3) to protect the rights or property of the party seeking such relief, including unlawful detainer actions. This Arbitration Agreement does not apply to proceedings in bankruptcy. The taking by either you or us of any of the self-help remedies or by filing any action in court shall not be deemed to be a waiver of the right to elect binding arbitration of any Claims upon the filing of a counterclaim, crossclaim, third party claim or the like by either you or us in response to any such action.

j. Waiver of Jury Trial and Certain Damages. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HERETO SHALL AND THEY HEREBY DO INTENTIONALLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT AND/OR ANY CLAIM OR INJURY OR DAMAGE RELATED THERETO. YOU FURTHER WAIVE THE RIGHT TO SEEK PUNITIVE, CONSEQUENTIAL, SPECIAL AND INDIRECT DAMAGES FROM UTFCU IN ANY ACTION, PROCEEDING OR COUNTERCLAIM WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR ANY DOCUMENT CONTEMPLATED HEREIN OR RELATED HERETO.

k. Active-Duty Military. To the extent required by the Military Lending Act, this Arbitration Agreement is inapplicable to "Covered Borrowers" with debts or other obligations described in the Military Lending Act.

FOR MORE DETAILS or if you have questions, you may call UT Federal Credit Union at (865) 971-1971 or (800) 264-1971 or visit one of our credit union branches. If you have questions about American Arbitration Association (AAA) procedures, you should check AAA's website, www.adr.org, OR call AAA at (800) 778-7879.

UT Federal Credit Union
PO Box 51848
Knoxville, TN 37950
(865) 971-1971 • (800) 264-1971
Fax: (865) 971-1797

ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE

This Electronic Fund Transfers Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by U T Federal Credit Union ("Credit Union"). In this Agreement, the words "you," "your," and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one (1) or more savings and checking accounts you have with the Credit Union. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered. Furthermore, electronic fund transfers that meet the definition of remittance transfers are governed by 12 C.F.R. part 1005, subpart B—Requirements for remittance transfers, and consequently, terms of this agreement may vary for those types of transactions. A "remittance transfer" is an electronic transfer of funds of more than $15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

1. EFT SERVICES — If approved, you may conduct any one (1) or more of the EFT services offered by the Credit Union.

a. Platinum Debit Mastercard. If approved, you may use your Mastercard® card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of online gambling transaction. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your checking account. For ATM and one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your card and personal identification number (PIN) in ATMs of the Credit Union, Cirrus®, CO-OP, and Pulse networks, and such other machines or facilities as the Credit Union may designate.

At the present time, you may also use your card to:

- Make deposits to your savings, checking, and money market accounts.
- Withdraw funds from your savings, checking, and money market accounts.
- Transfer funds from your savings, checking, and money market accounts.
- Obtain balance information for your savings, checking, and money market accounts.
- Access your Line of Credit accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Mastercard.
- Order goods or services online or by mail or telephone from places that accept Mastercard.

The following limitations on Platinum Debit Mastercard transactions may apply:

- You may make 20 Platinum Debit Mastercard purchases per day.
- You may purchase up to a maximum of $2,500.00 per day.
- You may make 10 cash withdrawals in any one (1) day from an ATM machine.
- You may withdraw up to a maximum of $1,000.00 in any one (1) day from an ATM machine, if there are sufficient funds in your account.
- You may purchase up to a maximum of $2,500.00 from POS terminals per day, if there are sufficient funds in your account.
- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.
- You may transfer up to $2,500.00 between your savings, checking and money market accounts, if sufficient funds are available.

Card Information Updates and Authorizations. If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card.

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Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us.

b. Health Savings Debit Card. If you will be using your Mastercard® debit card to access a Health Savings Account (HSA), portions of this Agreement governed by Regulation E will not apply. A HSA account is defined by the IRS as a trust account, and therefore is not covered under Regulation E. But portions of this Agreement, such as Mastercard zero liability provisions for unauthorized use for example, do apply. Funds to cover your card purchases will be deducted from your Health Savings account. You may use your card and personal identification number (PIN) in ATMs of the Credit Union, Cirrus®, CO-OP, PULSE networks, and such other machines or facilities as the Credit Union may designate.

At the present time, you may also use your card to:

- Make deposits to your checking accounts.
- Withdraw funds from your checking accounts.
- Obtain balance information for your checking accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Mastercard.
- Order goods or services online or by mail or telephone from places that accept Mastercard.

The following limitations on Health Savings Debit Card transactions may apply:

- You may make 20 Health Savings Debit Card purchases per day.
- You may purchase up to a maximum of $2,500.00 per day.
- You may make 10 cash withdrawals in any one (1) day from an ATM machine.
- You may withdraw up to a maximum of $1,000.00 in any one (1) day from an ATM machine, if there are sufficient funds in your account.
- You may purchase up to a maximum of $2,500.00 from POS terminals per day, if there are sufficient funds in your account.
- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- See Section 2 for transfer limitations that may apply to these transactions.

Card Information Updates and Authorizations. If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card.

Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us.

c. Tele-Trans. If we approve Tele-Trans for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts. At the present time, you may use Tele-Trans to:

- Transfer funds from your savings, checking, and money market accounts.
- Obtain balance information for your savings, checking, loan, money market, club, and certificate accounts.
- Make loan payments from your savings, checking, and money market accounts.
- Access your Line of Credit account.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.

Your accounts can be accessed under Tele-Trans via a touch-tone telephone only. Tele-Trans service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing.

The following limitations on Tele-Trans transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- No transfer may exceed the available funds in your account.
- See Section 2 for transfer limitations that may apply to these transactions.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each telephone call.

d. Preauthorized EFTs.

- **Direct Deposit.** Upon instruction of (i) your employer, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your savings, checking and/or money market account.

- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your savings, checking and/or money market account.
- **ACH Origination.** With your written authorization, we will debit your account from another financial institution on the 1st, 2nd, 10th or 20th of each month. We will continue to debit that account on a monthly basis until you notify us in writing to cancel the transaction.
- See Section 2 for transfer limitations that may apply to these transactions.
- **Stop Payment Rights.** If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within 14 days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made. A stop payment request may apply to a single transfer, multiple transfers, or all future transfers as directed by you, and will remain in effect unless you withdraw your request or all transfers subject to the request have been returned.
- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to 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.
- **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

e. Electronic Check Conversion/Electronic Returned Check Fees. If you pay for purchases or bills with a check or draft, you may authorize your check or draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic fund transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

f. Online Banking. If Online Banking is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use Online Banking to:

- Transfer funds from your savings, checking, loan, and money market accounts.
- Obtain balance information for your savings, checking, loan, money market, club, and certificate accounts.
- Make loan payments from your savings, checking, and money market accounts.
- Access your Line of Credit accounts.
- Determine if a particular item has cleared.
- Access Bill Pay.
- Make cross-account transfers to other UTFCU accounts you have access to.

Your accounts can be accessed under Online Banking via personal computer. Online Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Online Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- The maximum withdrawal or transfer amount is $2,500.00 per day, with a maximum of $7,500.00 per month, for transfers to and from external accounts (at other financial institutions), and no transfer or withdrawal may exceed the available funds in your account.
- See Section 2 for transfer limitations that may apply to these transactions.

g. Mobile Banking. If Mobile Banking is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use Mobile Banking to:

- Transfer funds from your savings, checking, loan, and money market accounts.
- Obtain balance information for your savings, checking, loan, money market, club, and certificate accounts.
- Make loan payments from your savings, checking, and money market accounts.
- Access your Line of Credit accounts.
- Determine if a particular item has cleared.
- Access Bill Pay.
- Make cross-account transfers to other UTFCU accounts you have access to.
- Make mobile check deposits (upon meeting eligibility criteria).

Your accounts can be accessed under Mobile Banking via mobile device or other approved access device(s). Mobile Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Mobile Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- The maximum withdrawal or transfer amount is $2,500.00 per day, with a maximum of $7,500.00 per month, for transfers to and from external accounts (at other financial institutions), and no transfer or withdrawal may exceed the available funds in your account.
- See Section 2 for transfer limitations that may apply to these transactions.

h. Bill Pay. We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete.

We will withdraw the designated funds from your checking account for bill payment transfer by the designated cutoff time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you schedule for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

The following limitations on Bill Pay transactions may apply:

- A regular bill payment can be scheduled for up to $25,000.00, if there are sufficient funds in your account. An email payment to a person can be scheduled for up to $500.00, if there are sufficient funds in your account. A payment to an individual can be scheduled for up to $2,500.00, if there are sufficient funds in your account.

2. TRANSFER LIMITATIONS — For all savings and money market accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic, or Internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed.

3. CONDITIONS OF EFT SERVICES —

a. Ownership of Cards. Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person.

b. Honoring the Card. Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

c. Foreign Transactions.
Mastercard. Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate used to convert foreign currency transactions to U.S. dollars is based on rates observed in the wholesale market or government-mandated rates, where applicable. The currency conversion rate Mastercard uses for a particular transaction is the rate for the applicable currency on the date the transaction occurs. However, in limited situations, particularly where transaction submissions to Mastercard for processing are delayed, the currency conversion rate Mastercard uses may be the rate for the applicable currency on the date the transaction is processed.

A fee of 0.80% will be charged on all foreign transactions. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States. A fee of 0.20% will also be charged on all transactions completed in a foreign currency. All fees are calculated based on the transaction amount after it is converted to U.S. dollars and are charged except where excluded. Transactions completed by merchants outside of the United States are considered foreign transactions, regardless of whether you are located inside or outside the United States at the time of the transaction.

d. Security of Access Code. You may use one (1) or more access codes with your electronic fund transfers. The access codes issued to you are for your security purposes. Any access codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

e. Joint Accounts. If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any savings and checking or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

4. FEES AND CHARGES — We assess certain fees and charges for EFT services. For a current listing of all applicable fees and charges, see our current Schedule of Fees and Charges that was provided to you at the time you applied for or requested these EFT services. From time to time, the fees and charges may be changed, and we will notify you as required by applicable law.

Additionally, if you use an ATM not operated by us, you may be charged a fee(s) by the ATM operator and by any international, national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not

complete a funds transfer). The ATM fee(s), or surcharge(s), will be debited from your account if you elect to complete the transaction and/or continue with the balance inquiry.

You understand and agree that we and/or the ATM operator may charge you multiple fees for multiple transactions during the same ATM session (for example, fees for both a balance inquiry and a cash withdrawal).

5. MEMBER LIABILITY — You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, TELL US AT ONCE if you believe your card and/or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your permission, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line-of-credit).

You are not liable for an unauthorized Mastercard debit card transaction if you can demonstrate that you have exercised reasonable care in protecting your card or access code from loss or theft and, upon discovering the loss or theft, you promptly report the loss or theft to us.

For all other EFT transactions involving access devices, your liability for unauthorized transactions is determined as follows. If you tell us within two (2) business days after you learn of the loss or theft of your card or access code, you can lose no more than $50.00 if someone used your card or access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or access code and we can prove that we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as $500.00.

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

If you believe your card or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call:

865.971.1971
866.820.8849 (lost/stolen)

or write to:

U T Federal Credit Union
PO Box 51848
Knoxville, TN 37950-1848
Fax: 865.971.1797

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.

6. RIGHT TO RECEIVE DOCUMENTATION —

a. Periodic Statements. Transfers and withdrawals made through any debit card transactions, HSA debit card transactions, audio response transactions, preauthorized EFTs, online/PC transactions, mobile access device transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

b. Terminal Receipt. You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.

c. Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling 865.971.1971. This does not apply to transactions occurring outside the United States.

7. ACCOUNT INFORMATION DISCLOSURE — We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- If your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with government agency or court orders; or
- If you give us your written permission.

8. BUSINESS DAYS — Our business days are 9:00 a.m. to 5:00 p.m. Monday through Thursday, 9:00 a.m. to 5:30 p.m. Friday and 9:00 a.m. to 12:00 p.m. Saturday, excluding holidays.

9. CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS — If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is an insufficient available balance in your account to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.
- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response, online/PC, or mobile banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the Credit Union.

10. NOTICES — All notices from us will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. Written notice you provide in accordance with your responsibility to report unauthorized transactions to us will be considered given at the time you mail the notice or deliver it for transmission to us by any other usual means. All other notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which EFT services are offered and will provide notice to you in accordance with applicable law. Use of EFT services is subject to existing regulations governing your Credit Union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of ATMs and night deposit facilities:

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- Close the entry door of any ATM facility equipped with a door.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number (PIN) or access code on your ATM card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.

11. BILLING ERRORS — In case of errors or questions about electronic fund transfers from your savings and checking accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appears. Call us at:

865.971.1971

or write to:

U T Federal Credit Union
PO Box 51848
Knoxville, TN 37950-1848
Fax: 865.971.1797

- Tell us your name and account number.
- Describe the electronic 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 has 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 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.

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.

* If you give notice of an error occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to investigate the error.

** If you give notice of an error occurring within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we may take up to 90 days instead of 45 days to investigate the error. Additionally, for errors occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to credit your account.

12. TERMINATION OF EFT SERVICES — You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

13. GOVERNING LAW — This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Tennessee, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

14. ENFORCEMENT — You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any postjudgment collection actions.

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UT Federal Credit Union
PO Box 51848
Knoxville, TN 37950
(865) 971-1971 • (800) 264-1971
Fax: (865) 971-1797

FUNDS AVAILABILITY POLICY DISCLOSURE

This disclosure describes your ability to withdraw funds at UT Federal Credit Union. It only applies to the availability of funds in your transaction accounts (e.g., checking accounts). We reserve the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those outlined in this disclosure. Please ask us if you have a question about which accounts are affected by our availability policy.

For purposes of this disclosure, the terms "you" or "your" mean the member, and the terms "our," "we," or "us" mean UT Federal Credit Union. The term "check" means check or share draft, as applicable.

1. YOUR ABILITY TO WITHDRAW FUNDS – Our policy is to delay the availability of funds from your cash and check deposits. During the delay, you may not withdraw the funds in cash, and we will not use the funds to pay checks that you have written.

If you make a deposit before close of business 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 the close of business or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Our business hours are available at the Credit Union.

2. DETERMINING THE AVAILABILITY OF A DEPOSIT – The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays.

The length of the delay varies depending on the type of deposit and is explained below.

3. SAME-DAY AVAILABILITY – Funds from electronic direct deposits to your account will be available on the same business day that we receive the deposit.

4. NEXT-DAY AVAILABILITY – Funds from the following deposits are available by the first business day after the day of your deposit:

- U.S. Treasury checks that are payable to you
- Wire transfers
- Checks drawn on UT Federal Credit Union

5. NEXT-DAY AVAILABILITY FOR CERTAIN DEPOSITS MADE IN PERSON – If you make the deposit in person to one of our employees, funds from the following deposits are available by the first business day after the day we receive your deposit:

- Cash
- State and local government checks that are payable to you
- Cashier's, certified, and teller's checks that are payable to you
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available by the second business day after the day we receive your deposit.

6. AVAILABILITY OF OTHER CHECK DEPOSITS – The first $275.00 from a deposit of other checks will be available by the first business day after the day of your deposit. The remaining funds will be available by the second business day after the day of your deposit. For example, if you deposit a check of $700.00 on a Monday, $275.00 of the deposit will be available by Tuesday. The remaining $425.00 will be available by Wednesday.

7. LONGER DELAYS MAY APPLY – Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than $6,725.00 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

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 business day after the day of your deposit.

8. SPECIAL RULES FOR NEW ACCOUNTS – If you are a new member, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first $6,725.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over $6,725.00 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first $6,725.00 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

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

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

11. FOREIGN CHECKS – Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institution upon which it is drawn.

UT Federal Credit Union
Courtesy Pay Privilege Disclosure

It is the policy of UT Federal Credit Union to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards.

The Membership Agreement and Disclosure provided to members at the time the accounts are opened with the credit union controls the duties, obligations and rights of the Depositor, the Authorized Signatories and UT Federal Credit Union, with regard to share draft accounts. The Membership Agreement (and all amendments thereto) and its terms shall control any possible conflict between any provision of this discretionary Courtesy Pay Privilege Policy and the Membership Agreement and Disclosure. A copy of the Membership Agreement and Disclosure is available upon request from any credit union office.

Courtesy Pay Privilege is not a line of credit. Courtesy Pay Privilege is a service that saves eligible members from returned check or late payment fees. However, UT Federal Credit Union will have the discretion to pay the overdraft, subject to the established courtesy pay limit and the amount of the overdraft fee. UT Federal Credit Union is not obligated to pay any item presented for payment if the account does not contain sufficient available funds. Any discretionary payment (or other negotiation or processing) by UT Federal Credit Union of any non-sufficient funds share draft or other item does not obligate or create an agreement or course of dealing for UT Federal Credit Union to pay any additional non-sufficient funds share draft or item or to provide prior notice of its decision to refuse to pay any additional non-sufficient funds share draft or item.

UT Federal Credit Union's discretionary Courtesy Pay Privilege is available if your eligible account (primarily used for personal and household purposes) has been open for at least thirty (30) days and thereafter you maintain your account in good standing, which includes at least:

a) That the account is brought to a positive balance within every thirty (30) day period and,
b) That the account is not in default on any loan or other obligation to UT Federal Credit Union and,
c) That the account is not subject to any legal or administrative order or levy and,
d) That the account holder has not declared bankruptcy and,
e) That the primary member is 18 years or older.

UT Federal Credit Union will have the discretion to pay overdrafts within the courtesy pay limits, but payment by UT Federal Credit Union is a discretionary courtesy and not a right of the account holder or an obligation of UT Federal Credit Union. This privilege for member share draft accounts will generally be limited to a maximum of $750 overdraft (negative) balance, or $1,000 overdraft (negative) balance for accounts with payroll direct deposit. We charge a fee for any item which creates an overdraft on your account whether the item is a check, ATM withdrawal, or other electronic means. We will assess a $35 overdraft item fee for each item we pay that creates or increases an overdraft on your account. We will also assess a $35 return item fee for each item presented against insufficient funds that we return unpaid regardless of the type of item. All fees and charges are part of this maximum amount. Please refer to the Fee Schedule for current fee information.

The total of the discretionary courtesy pay overdraft privilege (negative) balance, including all fees and charges, and all non-sufficient funds/overdraft fees is due and payable upon demand, and the member and each authorized signatory will continue to be liable, jointly and severally, for all such amounts, as described in the Membership Agreement and Disclosure.

While UT Federal Credit Union will have the discretion to pay overdrafts on accounts in good standing as described above, any such payment is a discretionary courtesy, and not a right of the account holder or an obligation of UT Federal Credit Union. UT Federal Credit Union in its sole and absolute discretion can cease paying overdrafts at any time without prior notice of reason or cause. Accounts maintaining a negative balance more than 30 days will be sent for collections and charged-off at 45 days.

UT Federal Credit Union may limit the number of accounts eligible for Courtesy Pay Privilege to one account per household.

To Opt Out: Any eligible member may opt out of the Courtesy Pay Privilege program by contacting UT Federal Credit Union in writing at the following address:

UT Federal Credit Union
P.O. Box 51848
Knoxville, TN 37950-1848

UT Federal Credit Union
PO Box 51848
Knoxville, TN 37950
(865) 971-1971 • (800) 264-1971
Fax: (865) 971-1797

TRUTH-IN-SAVINGS DISCLOSURE

LAST DIVIDEND DECLARATION DATE

Monthly: 06-01-26 **Quarterly:** 12-31-2024 **Annually:** 12-31-2024

The rates, fees and terms applicable to your account at UT Federal Credit Union are provided with this Truth-in-Savings Disclosure. The Credit Union may offer other rates for these accounts from time to time.

RATE SCHEDULE

ACCOUNT TYPE	DIVIDENDS				BALANCE REQUIREMENTS				ACCOUNT LIMITATIONS
	Dividend Rate/ Annual Percentage Yield (APY)	Dividends Compounded	Dividends Credited	Dividend Period	Minimum Opening Deposit	Minimum Balance to Avoid a Service Fee	Minimum Balance to Earn the Stated APY	Balance Method to Calculate Dividends	
Regular Savings	0.05 / 0.05	Quarterly	Quarterly	Quarterly (Calendar)	$5.00	—	$200.00	Daily Balance	Account transfer and withdrawal limitations apply.
Youth Share	$0.00 to $2,500.00 1.00 / 1.00 $2,500.01 or greater 0.05 / 0.05 to 0.05	Quarterly	Quarterly	Quarterly (Calendar)	$5.00	—	—	Daily Balance	Account transfer and withdrawal limitations apply.
Choice Savings	0.05 / 0.05	Quarterly	Quarterly	Quarterly (Calendar)	—	—	$200.00	Daily Balance	Account transfer and withdrawal limitations apply.
U Earn Savings **Qualifications Met (See Section 2)**	$25,000.00 to $99,999.99 2.72 / 2.75 $100,000.00 to $249,999.99 3.20 / 3.25 $250,000.00 or greater 3.59 / 3.65	Monthly	Monthly	Monthly (Calendar)	$25,000.00	—	$25,000.00	Daily Balance	Account transfer and withdrawal limitations apply.
Qualifications Not Met (See Section 2)	.05 / .05								
U Save Round-Up	4.89 / 5.00	Monthly	Monthly	Monthly (Calendar)	—	—	—	Daily Balance	Account deposit limitations apply.
Holiday Club	0.50 / 0.50	Annually	Annually	Annually (Noncalendar)	—	—	—	Daily Balance	Account withdrawal limitations apply.
IRA Share	0.10 / 0.10	Quarterly	Quarterly	Quarterly (Calendar)	$100.00	—	—	Daily Balance	—
Health Savings	0.10 / 0.10	Quarterly	Quarterly	Quarterly (Calendar)	—	$200.00	—	Daily Balance	—
Money Market	$0.00 to $1,999.99 0.05 / 0.05 $2,000.00 to $9,999.99 0.05 / 0.05 $10,000.00 to $24,999.99 0.10 / 0.10 $25,000.00 to $49,999.99 0.15 / 0.15 $50,000.00 or greater 0.20 / 0.20	Monthly	Monthly	Monthly (Calendar)	$2,000.00	—	—	Daily Balance	Account transfer and withdrawal limitations apply.

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Simply U Checking	—	—	—	—	$25.00	—	—	—	—
Student Checking	—	—	—	—	—	—	—	—	—
U Rewards High-Yield Checking **Qualifications Met (See Section 3)** **Qualifications Not Met (See Section 3)**	$0.00 to $25,000.00 3.20 / 3.25 $25,000.01 or greater 0.05 / 0.05 to 0.05 0.05 / 0.05	Monthly	Monthly	Monthly (Calendar)	$25.00	—	—	Daily Balance	—
U Rewards Cash Back Checking	—	—	—	—	$25.00	—	—	—	—

ACCOUNT DISCLOSURES

Except as specifically described, the following disclosures apply to all of the accounts. All accounts described in this Truth-in-Savings Disclosure are share accounts.

1. RATE INFORMATION — The annual percentage yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. For Regular Savings, Youth Share, Choice Savings, U Earn Savings, U Save Round-Up, Holiday Club, IRA Share, Health Savings, Money Market, and U Rewards High-Yield Checking accounts, the dividend rate and annual percentage yield may change at any time as determined by the Credit Union's Board of Directors. The dividend rates and annual percentage yields are the rates and yields as of the last dividend declaration date that is set forth in the Rate Schedule. Youth Share, U Earn Savings, Money Market, and U Rewards High-Yield Checking accounts are tiered rate accounts. The balance ranges and corresponding dividend rates and annual percentage yields applicable to each tier are disclosed in the Rate Schedule. For Youth Share accounts, each dividend rate will apply only to that portion of the account balance within each balance range. For Money Market accounts, once a particular range is met, the dividend rate and annual percentage yield for that balance range will apply to the full balance of your account. The U Earn Savings account is a tiered rate account. Please refer to section 2 for additional details about this account. The U Rewards High-Yield Checking account is a tiered rate account. Please refer to section 3 for additional details about this account.

2. U EARN SAVINGS — The U Earn Savings account is a tiered rate account. If you meet the minimum qualification requirements during the monthly qualification cycle, the first dividend rate and annual percentage yield listed in the Rate Schedule will apply if your balance is from $25,000.00 to $99,999.99. The second dividend rate and annual percentage yield listed will apply if your balance is from $100,000.00 to $249,999.99. The third dividend rate and annual percentage yield listed will apply if your balance is $250,000.00 or greater. To meet the minimum qualification requirement, you must: 1) have direct deposits totaling $500.00 or more settle your account; 2) have a checking account with UT Federal Credit Union. The monthly qualification cycle is defined as the first day of the current statement cycle through the last day of the current statement cycle. If you do not meet all of the minimum qualification requirements during the monthly qualification cycle, the fourth dividend rate and annual percentage yield as listed in the Rate Schedule will apply. Once a particular range is met, the dividend rate and annual percentage yield for that balance range will apply to the full balance of your account.

3. STUDENT CHECKING — For Student Checking accounts, you will receive 1.00% cash back on up to $1,000.00 in PIN-based/signature-based debit card purchases that post and settle to your account if you meet the minimum qualification requirements during the monthly qualification cycle. In addition, we will refund up to $20.00 per month in ATM fees assessed at nationwide ATMs we do not own or operate. ATM refunds will be paid on the last business day of the month. To meet the minimum qualification requirements, you must: 1) make 20 debit card purchases that post and settle your account; 2) be enrolled to receive e-statements; 3) access and sign on to digital banking at least one time. The monthly qualification cycle is defined as the first day of the current statement cycle through the last day of the current statement cycle. If you do not meet all of the minimum qualification requirements during the monthly qualification cycle, you will not earn a cash back reward and ATM fees will not be refunded to you. When you turn the age of 26, your account will automatically change to a U Rewards Cash Back Checking account.

4. **U REWARDS HIGH-YIELD CHECKING —** The U Rewards High-Yield Checking account is a tiered rate account. If you meet the minimum qualification requirements during the monthly qualification cycle, the first dividend rate and annual percentage yield listed in the Rate Schedule will apply if your balance is $25,000.00 and below. The second dividend rate and annual percentage yield listed for this account will apply if your balance is $25,000.01 or greater. Each dividend rate will apply only to that portion of the account balance within each balance range. In addition, we will refund up to $20.00 per month in ATM fees assessed at nationwide ATMs we do not own or operate. ATM refunds will be paid on the last business day of the month. To meet the minimum qualification requirements, you must: 1) make 20 debit card purchases that post and settle your account; 2) have one direct deposit settle your account; 3) be enrolled to receive e-statements; 4) access and sign on to digital banking at least one time. The monthly qualification cycle is defined as the first day of the current statement cycle through the last day of the current statement cycle. If you do not meet all of the minimum qualification requirements during the monthly qualification cycle, the third dividend rate and annual percentage yield as listed in the Rate Schedule will apply to the entire balance in your U Rewards High-Yield Checking account and ATM fees will not be refunded to you.

5. U REWARDS CASH BACK CHECKING — For U Rewards Cash Back Checking accounts, you will receive 1.00% cash back on up to $1,000.00 in PIN-based/signature-based debit card purchases that post and

settle to your account if you meet the minimum qualification requirements during the monthly qualification cycle. In addition, we will refund up to $20.00 per month in ATM fees assessed at nationwide ATMs we do not own or operate. ATM refunds will be paid on the last business day of the month. To meet the minimum qualification requirements, you must: 1) make 20 debit card purchases that post and settle your account; 2) have one direct deposit settle your account; 3) be enrolled to receive e-statements; 4) access and sign on to digital banking at least one time. The monthly qualification cycle is defined as the first day of the current statement cycle through the last day of the current statement cycle. If you do not meet all of the minimum qualification requirements during the monthly qualification cycle, you will not earn a cash back reward and ATM fees will not be refunded to you.

6. NATURE OF DIVIDENDS — Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period.

7. DIVIDEND COMPOUNDING AND CREDITING — The compounding and crediting frequency of dividends and the dividend period applicable to each account are stated in the Rate Schedule. The dividend period is the period of time at the end of which an account earns dividend credit. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period. For Holiday Club accounts, the dividend period is annual. For example, the first dividend period begins on November 1 and ends on October 31. All other dividend periods follow this same pattern.

8. ACCRUAL OF DIVIDENDS — For all earning accounts, dividends will begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit to your account. For Regular Savings, Youth Share, Choice Savings, U Earn Savings, U Save Round-Up, Holiday Club, IRA Share, Health Savings, Money Market, and U Rewards High Yield Checking accounts, if you close your account before accrued dividends are credited, you will not receive the accrued dividends. However, for Holiday Club accounts, any accrued dividends will be paid if you close the account within seven (7) days of the date you open it.

9. BALANCE INFORMATION — To open any account, you must deposit or already have on deposit the minimum required share(s) in any account. Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are set forth in the Rate Schedule. For Health Savings accounts, there is a minimum daily balance required to avoid a service fee for the dividend period. If the minimum daily balance requirement is not met during each day of the dividend period, you will be charged a service fee as stated in the Schedule of Fees and Charges. For Regular Savings, Choice Savings, and U Earn Savings accounts, there is a minimum daily balance required to earn the annual percentage yield disclosed for the dividend period. If the minimum daily balance requirement is not met each day of the period, you will not earn the annual percentage yield stated in the Rate Schedule. For accounts using the daily balance method as stated in the Rate Schedule dividends are calculated by applying a daily periodic rate to the principal in the account each day.

10. ACCOUNT LIMITATIONS — For Regular Savings, Youth Share, Choice Savings, U Earn Savings, and Money Market accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic, or Internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed. For U Save Round-Up accounts, deposits can only be made through the round-up program described below. For Holiday Club accounts, the entire balance will be transferred to another account of yours on or after November 1 and the account will remain open. You may not make withdrawals from your account at any other time. If you wish to access the funds in your Holiday Club account, you may close it. For Money Market accounts, Other limitations apply (see Schedule of Fees and Charges). For IRA Share, Health Savings, Simply U Checking, Student Checking, U Rewards High Yield Checking, and U Rewards Cash Back Checking accounts, no account limitations apply.

11. ROUND-UP PROGRAM —

a. When you enroll in the Round-Up Program, the Credit Union will round up the amount of any debit card purchases associated with your checking account to the next whole dollar amount and transfer the amount in excess of the purchase amount from your checking account to your U Save Round-Up account.

b. The Credit Union will aggregate the rounded up amounts from purchases that post to your checking account each day and make a single transfer at the end of the day. If on a day you do not have sufficient available funds in your checking account, or if any transaction has overdrawn your checking account, the Credit Union will not round up purchases posted on that day and will cancel the daily round-up transfer for that day.

c. If your debit card purchase is subsequently cancelled or reversed, such as a returned purchase, the corresponding daily round-up transfer will remain in your U Save Round-Up account. Credit transactions or adjustment transactions will not be rounded-up.

d. The Credit Union reserves the right to cancel or modify the U Save Round-Up Program at any time.

12. FEES FOR OVERDRAWING ACCOUNTS — Fees for overdrawing your account may be imposed on each check, draft, item, ATM transaction and one-time debit card transaction (if member has consented to overdraft protection plan for ATM and one-time debit card transactions), preauthorized automatic debit, telephone initiated withdrawal or any other electronic withdrawal or transfer transaction that is drawn on an insufficient available account balance. The entire balance in your account may not be available for withdrawal, transfer or paying a check, draft or item. You may consult the Membership and Account Agreement and Funds Availability Policy Disclosure for information regarding the availability of funds in your account. Fees for overdrawing your account may be imposed for each overdraft, regardless of whether we pay or return the draft, item or transaction. If we have approved an overdraft protection limit for your account, such fees may reduce your approved limit. Please refer to the Schedule of Fees and Charges for current fee information.

For ATM and one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the credit union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

13. MEMBERSHIP — As a condition of membership, you must purchase and maintain the minimum required share(s) as set forth below.

Par Value of One Share	$5.00
Number of Shares Required	1

14. RATES — The rates provided in or with the Rate Schedule are accurate as of the last dividend declaration date indicated on this Truth-in-Savings Disclosure. If you have any questions or require current rate information on your accounts, please call the Credit Union.

15. FEES — See separate Schedule of Fees and Charges for a listing of fees and charges applicable to your account(s).

LOCATIONS

White Avenue
2100 White Ave.
Knoxville, TN 37916
(865) 971-1971

Medical Center
1927 Alcoa Highway
Knoxville, TN 37920
(865) 305-6691

West Knoxville Branch
9700 Kingston Pike, Suite 24
Knoxville, TN 37922
(865) 971-1971

Martin Branch
103 Hurt Street
Martin, TN 38237
(731) 587-5451
(800) 264-1971

Memphis Branch
910 Madison Avenue, Suite 100
Memphis, TN 38103
(901) 448-3600

Emory Road
707 East Emory Road
Knoxville, TN 37938
(865) 971-1971

Student Union
1502 W. Cumberland Avenue, Suite 160
Knoxville, TN 37996
(865) 971-1971

Springbrook Farm
1858 Pauling Street
Alcoa, TN 37701
(865) 971-1971

Digital Branch
(865) 971-1971
(800) 264-1971 (outside Knoxville)
www.utfcu.org

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NCUA

National Credit Union Administration, a U.S. Government Agency

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UT Federal Credit Union

Fee Schedule as of September 1, 2024

ACCOUNT ACTIVITY & CHECKS	
Box of Checks	Varies by Style
Cashier's Check – Members	$5.00/ea ***(free with Premier U Plus account)***
Cashier's Check – Non-members	$6.00/ea
Money Orders	$2.00/ea **(Free with Premier U Plus & Best Years Accounts – age 55 & over)**
Dormant Account Fee	$10.00/mo ***(no activity in 1 yr, share balance less than $100 or no draft activity for 1 yr & no other active services)***
Gen Gold Add-On Package	$4.95/mo **(for Simply U, Deluxe, or U Rewards Only) 90 day free trial**
Money Market Accounts – 6 withdrawals per month – including 3 checks (Excessive Check fee to clear more than 3 checks/mo)	$15.00/mo
Overdraft Transfer – automatic by system	$1.00/ea
Overdrawn Check/Debit/ATM/ACH	$35.00/ea
Returned Check/ACH	$35.00/ea
Returned Check Deposit: Business	$20.00/ea
	$30.00/ea ***if collection item + any additional collection costs***
	$35.00/ea ***for Your Check from Another Financial Institution***
Returned Check Deposit: Consumer	$35.00/ea ***for Your Check from Another Financial Institution***
Stop Payment	$35.00/ea
Temporary or Money Market Checks	$2.00/pg of 4
MONTHLY FEES	
Deluxe Checking Monthly Charge	$5.00/mo ***(if balance falls below $500.00 during the month)***
Health Savings Account Monthly Charge	$1.95/mo ***(if balance falls below $200.00 during the month)***
Premier U Checking Monthly Charge	$5.95/mo
Premier U Plus Checking Monthly Charge	$9.95/mo
	$7.95/mo ***(Best Years Club)***
Non-Profit Checking Monthly Charge	$0.00/mo
	$0.20/item For non-electronic items ***in excess of 100 per month****
Basic Business Checking Monthly Charge	$5.00/mo ***(fee waived with $1,500 avg daily balance, or with $5,000 aggregate avg monthly balance*)***
	$0.20/item For non-electronic items ***in excess of 30 per month****
Plus Business Checking Monthly Charge	$10.00/mo ***(fee waived with $2,500 avg daily balance or $10,000 aggregate avg monthly balance*) Dividends paid regardless of account balance***
	$0.20/item For non-electronic items ***in excess of 100 per month****
Premier Business Checking Monthly Charge	$25.00/mo ***(fee waived with $10,000 avg daily balance or with $20,000 aggregate avg monthly balance*) Dividends paid regardless of account balance***
	$0.20/item For non-electronic items ***in excess of 200 per month****
Online ACH Origination Package	$29.95/mo ***(business account only)***
Remote Deposit Capture	$30.00/mo ***(Non-Profit Checking, Basic Business Checking, Plus Business Checking)***
	$15.00/mo ***(Premier Business Checking)***

* ***Aggregate Average Balance is total average of all share and loan balances on account.***

** ***No per item charge for electronic deposits and withdrawals.***

OTHER/MISCELLANEOUS	
Account History	$2.00/pg
Account Reconciliation	$15.00/hr
Account Research	$25.00/hr
Account Incorrect Address	$5.00/mo ***(returned Mail or Email after second month)***
Duplicate Statement	$2.00/ea ***for Electronic Delivery***
	$5.00/ea ***for Printed Statements***
Duplicate Check Copy	$2.00/ea
Notary Public – Members	Free
Paper Statements	$2.00/statement cycle ***(free with Premier U Plus, Youth Accounts, and Best Years Accounts)***
Legal Process (Garnishment/Levy)	$100/item
Verification of Account	$35.00/ea
Verification of Deposit – Consumer	$10.00/ea
Verification of Deposit – Business	$20.00/ea
Wire Transfer (outgoing) – Consumer	$15.00/ea
Wire Transfer (outgoing) – Business	$25.00/ea
Wire Transfer Foreign (outgoing)	$95.00/ea
Wire Transfer (incoming)	$10.00/ea
Foreign Item Collection	$10.00/ea

CARDS	
UTFCU Debit Card Annual Fee – Free with Checking Account	$15.00/yr
UTFCU Debit Card Replacement	$10.00/card
UTFCU Debit Card Rush Order	$45.00/card
Visa Gift Card	$2.50/ea
Visa Travel Money Card	$4.95/ea
Visa Reloadable Debit Card	$5.00/ea

BILL PAYMENT	
Bill Payment	Free
Bill Payment Check Photocopy	$2.00/ea
Bill Payment Stop Payment	$35.00/ea
Bill Payment Personalized Donation*	$1.99/ea
Bill Payment Personalized Gift Check*	$2.99/ea
Bill Payment Expedited Payment – Next Business Day (Check)*	$34.95/ea
Bill Payment Expedited Payment – 2nd Business Day (Check)*	$29.95/ea
Bill Payment Expedited Payment – 2nd Business Day (Electronic)*	$6.95/ea

* ***Third-party processor fees***

LOANS	
Loan Payment Convenience Fee	$15.00/ea ***(using check or debit card by phone)***
Skip-A-Pay (Consumer Loans)	$35.00/skip for qualifying members

ELECTRONIC SERVICES	
ATM Transaction at any ATM except UTFCU or Co-op	$1.50/ea ***(other networks may have additional fees)***
E-Statements	Free
Digital Banking	Free

SAFE DEPOSIT BOXES	
Small	$30.00/yr
Medium	$40.00/yr
Large	$55.00/yr
Jumbo	$85.00/yr

If not designated, fees apply to both consumer and business accounts.

What you need to know about Overdrafts and Overdraft Fees

An overdraft occurs when you do not have enough money in your account to cover a transaction, but UT Federal Credit Union pays it anyway. UTFCU can cover your overdrafts in two ways:

1. UTFCU Standard Overdraft Protection that comes with your account and is limited to $750 maximum, or $1,000 maximum with direct deposit.
2. UTFCU Overdraft Protection Plan, which is a link to a savings account, line of credit, or other account that may be less expensive than the Standard Overdraft Protection. To learn more, ask a Financial Consultant about these options.

This notice explains UTFCU's Standard Overdraft Practice.

What are the Standard Overdraft Practices that come with my account?

UTFCU does authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number
- Automatic bill payments withdrawn on your account as an electronic transfer of funds (not Bill Pay)

UTFCU does not authorize and pay overdrafts for the following types of transactions unless requested in writing by you (see below):

- ATM transactions
- Everyday debit card transactions

UTFCU pays overdrafts at the credit union's discretion, which means UTFCU does not guarantee the automatic authorization and payment of any type of transaction.

If UTFCU does not authorize and pay an overdraft, your transaction will be declined, check returned, or electronic funds transfer for bill payment cancelled.

What fees will I be charged if UT Federal Credit Union pays my overdraft?

Under UTFCU's Standard Overdraft Practice:

- You will be charged a fee of $35* each time an overdraft is paid on your behalf.
- There is no limit on the total fees we can charge you for overdrawing your account, however, the overdraft limit is established at a $750 maximum, or a $1,000* maximum with direct deposit.

What if I want UT Federal Credit Union to authorize and pay overdrafts on my ATM and everyday debit card transactions?

If you also want UTFCU to authorize and pay overdrafts on ATM and everyday debit card transactions, call 865-971-1971 or 800-264-1971, visit https://www.utfcu.org//OverdraftProtection_Opt_In_Agreement.pdf or complete the form below and present it to any branch of UTFCU or mail it to:

Overdraft Protection Agreement
UT Federal Credit Union
PO Box 51848
Knoxville, TN 37950-1848

___ I want UTFCU to authorize and pay overdrafts on my ATM and everyday debit card transactions. I understand that I can opt out of this opportunity for overdraft protection in the future.

___ I do not want UTFCU to authorize and pay overdrafts on my ATM and everyday debit card transactions.

Account Number: _____ Share ID: _____ UTFCU Initials/ID#___

Printed Name: _____

Date: _____

Signature: _____

Published: 1.21.2010 Rev. 9.1.2015 **Subject to change, consult UTFCU Fee Schedule or Courtesy Pay Disclosures.*

Visa Account Updater Opt-Out Notice

Effective immediately, Visa requires all financial institutions that offer debit and/or credit cards to participate in the Visa Account Updater service. The service provides automatic updates to participating merchants who have your UTFCU Visa Platinum and/or Visa Gold card information on file for recurring payments to ensure uninterrupted processing of those payments. The relevant card data (card number and expiration date) will be updated when you receive a new card for any reason, such as expired, lost, or stolen cards.

You have the right to opt-out of the Visa Account Updater service should you wish to not participate, and this opt-out feature can be initiated at any time. If you would like to opt-out, please complete the form below and drop it off at any UTFCU branch location or mail it to:

UT Federal Credit Union
Attn: Card Services
PO Box 51848
Knoxville, TN 37950-1848

If you choose to opt-out of the Visa Account Updater service, you will be responsible for providing new UTFCU Visa Platinum and/or Visa Gold credit card information to merchants that have your card information on file for recurring payments. You may incur additional fees from your merchant if updated card information is not provided in a timely manner.

If you do not opt-out, you will continue to be responsible for ensuring merchants that have your UTFCU Visa Platinum and/or Visa Gold credit card information on file for recurring payments have the most updated card information. Merchant participation in the Visa Account Updater is optional and merchants can choose the frequency at which they retrieve updated information through the service. To ensure uninterrupted payment service, contact merchants directly to confirm they have your updated card information.

If you have any questions regarding the Visa Account Updater service, please contact us at (865) 971-1971 or (800) 264-1971. You may also email us at serviceinquiries@utfcu.org.

I wish to opt-out of the Visa Account Updater service, as follows:

UTFCU Account Number: _____ Cardholder's Name: _____

☐ All credit cards bearing my name

☐ Only credit cards listed below:

Credit Card with last 4 digits: _____ Credit Card with last 4 digits: _____

Credit Card with last 4 digits: _____ Credit Card with last 4 digits: _____

_____ _____

Cardholder's Signature Date

MasterCard Automatic Billing Updater Opt-Out Notice

Effective immediately, MasterCard requires all financial institutions that offer debit and/or credit cards to participate in the MasterCard Automatic Billing Updater service. The service provides automatic updates to participating merchants who have your UTFCU Platinum MasterCard debit card information on file for recurring payments to ensure uninterrupted processing of those payments. The relevant card data (card number and expiration date) will be updated when you receive a new card for any reason, such as expired, lost, or stolen cards.

You have the right to opt-out of the MasterCard Automatic Billing Updater service should you wish to not participate, and this opt-out feature can be initiated at any time. If you would like to opt-out, please complete the form below and drop it off at any UTFCU branch location or mail it to:

UT Federal Credit Union
Attn: Card Services
PO Box 51848
Knoxville, TN 37950-1848

If you choose to opt-out of the MasterCard Automatic Billing Updater service, you will be responsible for providing new UTFCU Platinum MasterCard debit card information to merchants that have your card information on file for recurring payments. You may incur additional fees from your merchant if updated card information is not provided in a timely manner.

If you do not opt-out, you will continue to be responsible for ensuring merchants that have your UTFCU Platinum MasterCard debit card information on file for recurring payments have the most updated card information. Merchant participation in the MasterCard Automatic Billing Updater is optional and merchants can choose the frequency at which they retrieve updated information through the service. To ensure uninterrupted payment service, contact merchants directly to confirm they have your updated card information.

If you have any questions regarding the MasterCard Automatic Billing Updater service, please contact us at (865) 971-1971 or (800) 264-1971. You may also email us at serviceinquiries@utfcu.org.

I wish to opt-out of the MasterCard Automatic Billing Updater service, as follows:

UTFCU Account Number: _____ Cardholder's Name: _____

☐ All debit cards bearing my name

☐ Only debit cards listed below:

Debit Card with last 4 digits: _____ Debit Card with last 4 digits: _____

Debit Card with last 4 digits: _____ Debit Card with last 4 digits: _____

_____ _____

Cardholder's Signature Date