



INSURED PLUS BUSINESS SAVINGS

TERMS and CONDITIONS

Effective April 2023

Arize FCU Insured Plus Business Savings

Terms and Conditions

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Contact Us

If you have questions regarding the Program, you may contact ARIZE FCU using any of the methods below.

Call us at:

877.342.5975

Hours of operation:

Weekdays from 9:00am to 4:30pm
and Saturdays from 9:00am to
12:00pm

Our office is not staffed on Sundays or
holidays observed by Arize FCU

Write to us at:

Arize Federal Credit Union
650 Science Park Road
State College, PA 16803
Attention: Member Services

Email us:

ms@arizefcu.org or log in to Online Banking
and use the Contact Us option to send us a
Secure Email.

Note: Email sent through the Online Banking
Contact Us option will be encrypted to protect
your personal information. Messages sent
through the Email/Feedback Contact Form on
our public webpage are not encrypted, so you
should not send account numbers or other
personal information through that form.

Arize FCU Insured Plus Business Savings

Terms and Conditions

I. Introduction

- 1. The Program.** The terms and conditions set forth herein ("Terms and Conditions") apply to the ARIZE FCU Insured Plus Business Savings Account ("Insured Plus Business Savings Account") and supplement ARIZE FCU's Account Agreement for Consumers. The Insured Plus Business Savings Account is a product with an automatic sweep of an amount of your cash balances held in your Insured Plus Business Savings Account into accounts at banks and credit unions insured by the Federal Deposit Insurance Corporation ("FDIC") or the National Credit Union Administration ("NCUA"), respectively ("The Program"). Your Program funds will be deposited in deposit and/or share accounts ("Program Deposit Accounts") with those receiving banks and credit unions ("Receiving Financial Institutions" or "financial institutions," and your funds in these financial institutions are hereinafter referred to as "Program Deposits"), subject to the limitations described in these Terms and Conditions. Any balance in your Insured Plus Business Savings Account that exceeds the Maximum Program Deposit Amount will remain in your Insured Plus Business Savings Account and will not be part of the Program. By opening your Insured Plus Business Savings Account, you agree to these Terms and Conditions, you agree that your Program Deposits will be transferred into the Program, and you appoint ARIZE FCU as your authorized agent, pursuant to these Terms and Conditions. Stable Custody Group II LLC ("Stable") operates the Program as an administrator. Unless terminated by ARIZE FCU, your authorization and agency appointment of ARIZE FCU shall remain in effect until termination in accordance with these Terms and Conditions, and ARIZE FCU has been afforded a reasonable opportunity to act on such termination. In these Terms and Conditions, the words "ARIZE FCU," "we," "us," and "our" mean Digital Federal Credit Union, and the words "you" and "your" mean each Insured Plus Business Savings Account holder who is bound by these Terms and Conditions. **YOU UNDERSTAND THAT BY OPENING YOUR INSURED PLUS BUSINESS SAVINGS ACCOUNT, YOU ARE INSTRUCTING ARIZE FCU TO DIRECT THE AMOUNT OF YOUR FUNDS IN THE INSURED PLUS BUSINESS SAVINGS ACCOUNT TO THE PROGRAM DEPOSIT ACCOUNTS UP TO THE MAXIMUM PROGRAM DEPOSIT AMOUNT. YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED AND CAREFULLY READ THESE TERMS AND CONDITIONS IN CONNECTION WITH CHOOSING TO OPEN YOUR INSURED PLUS BUSINESS SAVINGS ACCOUNT. BY APPOINTING YOUR CREDIT UNION TO SERVE AS YOUR AGENT FOR PARTICIPATION IN THE PROGRAM, THESE TERMS & CONDITIONS BECOME A BINDING CONTRACT BETWEEN YOU AND YOUR CREDIT UNION. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT ARIZE FCU.**
- 2. Insurance Eligibility.** While your funds are in the Insured Plus Business Savings Account, your funds are eligible for National Credit Union Administration ("NCUA") insurance coverage through ARIZE FCU and are not eligible for Deposit Insurance through the Program. See Section II(5) for additional details. After your funds are swept into the Program Deposit Accounts and thereby become Program Deposits, such Program Deposits become eligible for FDIC and/or NCUA insurance coverage ("Deposit Insurance") at the Receiving Financial Institutions and are not eligible for NCUA insurance coverage through ARIZE FCU. **IMPORTANT:** your Program Deposits, up to the maximum designated by ARIZE FCU ("Maximum Program Deposit Amount"), will be eligible for Deposit Insurance coverage. See Section II(4)(d) for additional details. Funds that exceed the Maximum Program Deposit Amount and remain in your Insured Plus Business Savings Account are eligible for NCUA insurance coverage through ARIZE FCU.
- 3. "Business Day."** For the purposes of these Terms and Conditions, "Business Day" means any day, except Saturday, Sunday, and federal holidays.
- 4. Risks of the Program.**

 - a. During the Business Day when your Program Deposits are transferred and being deposited into the Program your funds will be held for a limited amount of time intraday at one Receiving Financial Institution ("Intermediary Receiving Financial Institution") prior to being allocated and distributed among other Receiving Financial Institutions. While your funds are held intraday at the Intermediary Receiving Financial Institution, to the extent your funds exceed the current SMDIA (defined in Section II(4)(e) below), such funds may be uninsured. Once distributed from the Intermediary Receiving Financial Institution to the Receiving Financial Institutions, the funds will be

insured **up to the amount of the Maximum Program Deposit Amount**. Stable has adopted procedures and controls to ensure the movement of funds in a timely manner each day and expects that your funds will be sent by the Intermediary Receiving Financial Institution to the other Receiving Financial Institutions by the close of business each day. However, in the event of a failure of wire transfer systems or communication facilities or other causes beyond Stable's control, resulting in your funds not being sent from the Intermediary Receiving Financial Institution to the other Receiving Financial Institutions in a timely manner and remaining at the Intermediary Receiving Financial Institution, your funds could, to the extent they exceed the current SMDIA, be uninsured until the next Business Day.

- b. If you have balances in accounts outside of the Program at a particular Receiving Financial Institution, there is a risk that all or a portion of your funds allocated to such Receiving Financial Institution by the Program will not be eligible for Deposit Insurance. See Sections II(4)(f), II(5), and II(7) below for more information.
- c. In the event of a failure of a Receiving Financial Institution, there may be a time period during which you may not be able to access your money. If you have money at a Receiving Financial Institution outside the Program, this will negatively impact the availability of Deposit Insurance for the total amount of your funds held within and outside the Program. If your deposits in a Receiving Financial Institution exceed the then current SMDIA of such financial institution, the excess funds are not covered by the Deposit Insurance.
- d. Where your funds are held in savings deposit and/or share accounts, the return of your funds may be delayed. Receiving Financial Institutions are permitted to, but rarely do, impose a delay of up to seven days on any withdrawal request from a savings deposit and/or share account.

II. Program Terms

- 1. Tax Identification.** To obtain Deposit Insurance in the Program, you must provide proper tax identification information to ARIZE FCU.
- 2. Relationship with Stable.** Your Credit Union is acting as your agent in establishing and maintaining deposit accounts at Receiving Financial Institutions and Your Credit Union appoints Stable as its agent. When you enroll in the Program, you appoint Your Credit Union as your custodial agent to effect deposits to and withdrawals from the Deposit Accounts. The allocation process administered by Stable determines into which Receiving Financial Institution(s) your money will be deposited to maximize the amount of FDIC and/ or NCUA insurance available to you. See Section II.9, Allocations to Receiving Financial Institutions. The custodian bank for the overall Program (currently Huntington National Bank) ("Custodian Bank") is solely responsible for the movement of funds within the Program to and from Receiving Financial Institutions. All Program funds remain under the custodial control of either Your Credit Union or the Custodian Bank at all times.
- 3. Information about Stable.** The Program, also known as the DDM® Program with IDEA AllocationSM Feature, is offered by ARIZE FCU and Stable, a Delaware limited liability company. Stable is not a credit union, bank, broker-dealer, or investment adviser, and the sweep product is not itself FDIC/NCUA insured, although your funds are insured in the accounts at the Receiving Financial Institutions. None of the Receiving Financial Institutions is an affiliate of Stable. Demand Deposit Marketplace® and DDM® are registered marks of Reich & Tang Deposit Solutions LLC, the parent of Stable.
- 4. Sweep Process, Deposits, and Deposit Insurance.**
 - a. You may open and maintain only one ARIZE FCU Insured Plus Business Savings Account at a time.
 - b. Your funds intended for deposit into the Program must be placed through an Insured Plus Business Savings Account and cannot be placed directly by you with Stable or any of the Receiving Financial Institutions.
 - c. You promise that your funds in the Insured Plus Business Savings Account shall be irreversible and not subject to any lien, adverse claim, or encumbrance.
 - d. Funds are swept from your Insured Plus Business Savings Account into the Program once each Business Day and the amount of funds subject to the sweep is calculated using the balance at the end of the prior Business Day. ARIZE FCU will initiate the sweep process on the first Business Day after the Business Day during which the

Insured Plus Business Savings Account is opened. Except as otherwise provided in these Terms and Conditions, ARIZE FCU will sweep funds in the Insured Plus Business Savings Account into the Program on the next Business Day. ARIZE FCU will sweep funds into the Program until the total amount of your Program Deposits is equal to the Maximum Program Deposit Amount. If the funds to be swept from your Insured Plus Business Savings Account into the Program would cause your Program Deposits to exceed the Maximum Program Deposit Amount, then such excess funds will remain in your Insured Plus Business Savings Account.

- e. Your Program Deposits will be allocated to one or more omnibus Program Deposit Accounts maintained at the Receiving Financial Institutions held in the name of "Stable Custody Group II LLC, as Agent, for the Exclusive Benefit of its DDM Participating Institution, as Agent, for the Exclusive Benefit of its Demand Deposit Marketplace Customers, Acting for Themselves and/or Acting in a Fiduciary Capacity for Others." See Section II(9), Allocations to Receiving Financial Institutions. Deposit Insurance coverage is available up to its standard maximum deposit (or share) insurance amount ("SMDIA"), which is \$250,000 per legal category of account ownership at each financial institution. Your Program Deposits are placed into accounts at the Receiving Financial Institutions to provide you with up to \$250,000 of Deposit Insurance coverage per Receiving Financial Institution, subject to certain exceptions described in these Terms and Conditions. The \$250,000 limit (i.e., the SMDIA) includes your principal and accrued interest, when aggregated with all other deposits held by you directly, or through others, in the same recognized legal category of ownership at the same Receiving Financial Institution. Deposit Insurance protects you against the loss of your insured deposits in the event a Receiving Financial Institution fails. Deposit Insurance is backed by the full faith and credit of the United States.
- f. Because ARIZE FCU, the Receiving Financial Institutions, and Stable are unaware whether you have any money on deposit outside of the Program in a Receiving Financial Institution, that money will not be considered when your funds in the Program are allocated to a particular Receiving Financial Institution. Therefore, you are responsible for monitoring the list of Receiving Financial Institutions that hold your deposits. While Stable will cooperate with ARIZE FCU to select appropriate Receiving Financial Institutions, once funds of Members are allocated, Stable will not be able to modify the selection of Receiving Financial Institutions due to the needs of any particular Member without making the same change for all Members. For this reason, ARIZE FCU will not be able to implement any request to exclude a particular Receiving Financial Institution. See Section I(4), Risks of the Program. For example, if the then current SMDIA is \$250,000 and you have a non-Program deposit account at Financial Institution A of \$200,000 and you also have \$60,000 in the Program Deposits account at the same Financial Institution in the same legal category of ownership, only \$250,000 of your \$260,000 is eligible for Deposit Insurance. Whether Program Deposits are eligible for FDIC or NCUA insurance coverage depends on whether Financial Institution A is an FDIC-insured bank or an NCUA-insured credit union.
- g. In the event that a Receiving Financial Institution that holds your Program Deposits fails, payments of principal plus unpaid and accrued interest up to the then-current SMDIA per legal category of account ownership will be made to you. Although the FDIC and the NCUA normally make these payments within a few days of taking possession of a financial institution as receiver, there is no specific time period during which the FDIC or the NCUA must make insurance payments available. Furthermore, you may be required to provide certain documentation to the FDIC and/or the NCUA before insurance payments are made.
- h. Your account ownership will be evidenced by an entry on records maintained by ARIZE FCU for each of the Receiving Financial Institutions at which your funds are on deposit. You will not be issued any evidence of ownership of a Program Deposit Account, such as a passbook or certificate.

5. Deposit Insurance for FDIC and/or NCUA-Recognized Categories of Account Ownership; Multi-Tiered Fiduciary Relationships.

- a. To ensure that your Program Deposits are protected by Deposit Insurance to the fullest extent possible under the Program, you should understand how Deposit Insurance applies to each FDIC and NCUA-recognized category of account ownership.
- b. FDIC Insurance
 - i. In general, the FDIC-recognized categories of account ownership include single ownership accounts; accounts held by an agent, escrow agent, nominee, guardian, custodian, or conservator; annuity contract accounts; certain joint ownership accounts; certain revocable trust

accounts; accounts of a corporation, partnership, or unincorporated association; accounts held by a depository institution as the trustee of an irrevocable trust; certain irrevocable trust accounts; certain retirement and other employee benefit plan accounts; and certain accounts held by government depositors. The rules that govern these categories of account ownership are very detailed and very complex, and there are many nuances and exceptions. Complete information can be found at the FDIC's regulations set forth at 12 C.F.R. Part 330.

- ii. FDIC regulations impose special requirements for obtaining pass-through FDIC insurance coverage, up to the SMDIA (currently \$250,000 for each FDIC-recognized category of account ownership), for multiple levels of fiduciary relationships. In these situations, in order for FDIC insurance coverage to pass through to the true beneficial owners of the funds, it is necessary (i) to expressly indicate, on the records of the insured depository institution that there are multiple levels of fiduciary relationships, (ii) to disclose the existence of additional levels of fiduciary relationships in records, maintained in good faith and in the regular course of business, by parties at subsequent levels, and (iii) to disclose, at each of the level(s), the name(s) and the interest(s) of the person(s) on whose behalf the party at the level is acting. No person or entity in the chain of parties will be permitted to claim that they are acting in a fiduciary capacity for others unless the possible existence of such a relationship is revealed at some previous level in the chain. If your funds in your Insured Plus Business Savings Account are beneficially owned through multiple levels of fiduciary relationships, you must take steps to comply with these special requirements.
- iii. For questions about FDIC insurance coverage, you may call the FDIC at 877.275.3342 or visit the FDIC's website at fdic.gov. You also may wish to utilize "EDIE The Estimator," the FDIC's electronic insurance calculation program, which is found at fdic.gov/edie/index.html. Other information regarding FDIC insurance coverage may be found at the "Deposit Insurance" section of the "Consumer & Resource Center" on the FDIC's web site at fdic.gov/quicklinks/consumers.html.

c. NCUA Insurance

- i. In general, the NCUA-recognized categories of account ownership for member insurance coverage include single ownership accounts; certain joint ownership accounts; certain revocable trust accounts and irrevocable trust accounts; and certain retirement accounts. In addition, the NCUA allows certain account ownership types to be treated as equivalent to members for insurance coverage purposes, although technically not considered members of ARIZE FCU, including accounts of government entities and other credit unions. Further, if a credit union is classified by the NCUA as a Low-Income Credit Union, such insurance extends to additional categories of ownership types. The rules that govern these categories of account ownership are very detailed and very complex, and there are many nuances and exceptions. Complete information can be found at the NCUA's regulations set forth at 12 C.F.R. Part 745.
- ii. The NCUA's regulations impose special requirements for obtaining pass-through NCUA insurance coverage (currently up to \$250,000 for each NCUA-recognized category of account ownership) with respect to a pooling of underlying members (including eligible non-members), including for multiple levels of fiduciary relationships. In these situations, in order for NCUA insurance coverage to pass through to the true beneficial owners of the funds, it is necessary (i) to expressly indicate, on the records of the insured depository institution, the existence of a relationship which may provide a basis for additional insurance, (ii) to disclose the existence of additional levels of such relationships in records, maintained in good faith and in the regular course of business, by parties at subsequent levels, and (iii) to disclose, at each of the level(s), the name(s) and the interest(s) of the person(s) on whose behalf the party at the level is acting. No person or entity in the chain of parties will be permitted to claim that they are acting in a fiduciary capacity for others unless the possible existence of such a relationship is revealed at some previous level in the records. If your Program Deposits are beneficially owned through multiple levels of fiduciary relationship, you must take steps to comply with these special requirements.
- iii. For questions about NCUA insurance coverage, you may call the NCUA at 800.755.1030 or visit the NCUA's website at ncua.gov. You may also wish to utilize "NCUA Share Insurance Estimator," the NCUA's electronic insurance calculation program, which is found at mycreditunion.gov/share-insurance-estimator-home. Other information regarding NCUA insurance coverage may be found

at the "Share Insurance" section of the NCUA's website at mycreditunion.gov/share-insurance.

6. Withdrawals.

- a. Withdrawals from your Program Deposit Accounts are made through your Insured Plus Business Savings Account and cannot be made directly by you through Stable or any of the Receiving Financial Institutions. Withdrawals include electronic withdrawals and any other method of debiting your Insured Plus Business Savings Account that ARIZE FCU makes available. Funds from the Program Deposits will generally be available to you on the same day you make a withdrawal request. In the event that ARIZE FCU does not receive enough funds to cover your entire withdrawal request (if, for example, Receiving Financial Institutions fail to send funds as instructed by Stable or Receiving Financial Institutions are closed due to holidays or other events), the funding of all or a portion of your withdrawal requests could be delayed. If Your Credit Union decides to advance funds to you in anticipation of a Program withdrawal, you will owe the amount of these funds to Your Credit Union and Your Credit Union will retain from the funds received the amount that it advanced to you.
- b. You agree that ARIZE FCU may cause your Program Deposits to be withdrawn from the Receiving Financial Institutions at any time in any amount: (a) as required or authorized under these Terms and Conditions or your other agreements with ARIZE FCU; (b) to satisfy the requirements of any applicable law, rule, or regulation applicable to you, your funds, or any account (including without limitation the Program Deposit(s)); (c) to satisfy any overdraft or other liability owed to ARIZE FCU under these Terms and Conditions or your other agreements with ARIZE FCU; or (d) as otherwise authorized by applicable law, rule, or regulation applicable to ARIZE FCU. ARIZE FCU may set-off and charge against your Insured Plus Business Savings Account or Program Deposits, any liability, obligation, or indebtedness that you owe to ARIZE FCU, including without limitation any line of credit, loan, or other extension of credit made by ARIZE FCU to you and the amount of any fees and charges owed by you to ARIZE FCU, in accordance with applicable law. ARIZE FCU may, but is not obligated to, satisfy any transfer using funds of ARIZE FCU or otherwise to extend or grant credit (including intra-day credit) to accomplish any transfer request or order related to the Program.

7. Ability to Exclude Receiving Financial Institutions.

- a. At any time, you can contact ARIZE FCU to obtain the most recent list of Receiving Financial Institutions. While Stable will cooperate with ARIZE FCU to select appropriate Receiving Financial Institutions, once funds of Members are allocated, Stable will not be able to modify the selection of Receiving Financial Institutions due to the needs of any particular Member without making such change for all Members.
- b. You can obtain publicly available financial information concerning any of the Receiving Financial Institutions at
 - i. For FDIC-insured Receiving Financial Institutions: visit ffiec.gov/NPW or by contacting the FDIC Public Information Center by mail at 3501 North Fairfax Drive, Room E-1005, Arlington, VA 22226 or by phone at 877.ASK.FDIC (877.275.3342).
 - ii. For NCUA-insured Receiving Financial Institutions: visit mapping.ncua.gov/ResearchCreditUnion.aspx or by contacting the NCUA Consumer Assistance Center by mail at 1775 Duke Street, Alexandria, VA 22314 or by phone at 800.755.1030.

Neither Stable nor ARIZE FCU is responsible for any insured or uninsured portion of any deposits at any Receiving Financial Institution or guarantees the financial condition of any Receiving Financial Institution or the accuracy of any publicly available financial information concerning a Receiving Financial Institution.

8. Your Responsibility to Monitor Your Deposit or Investment Options. Neither Stable nor ARIZE FCU has any obligation to monitor your accounts or make recommendations about, or changes to, the Program that might be beneficial to you. As returns on the Program Deposits, your personal financial circumstances and other factors change, it may be in your financial interest to change your deposit instructions. You may determine what options are available and the current rates and returns thereon at any time by visiting ARIZE FCU's website or contacting us in any of the ways listed under "Contact Us."

9. Allocations to Receiving Financial Institutions.

- a. Stable establishes Deposit Accounts on behalf of Your Credit Union and other Program participants. You authorize Your Credit Union to act as your agent and Your Credit Union authorizes Stable to act as its agent at each Receiving Bank holding your funds. The Deposit Account constitutes a direct obligation of the Receiving Bank and is not directly or indirectly an obligation of Stable, Your Credit Union or the Custodian Bank. You authorize Your Credit Union to sweep all of your funds in excess of the Target Balance into the Program. Your funds are then allocated each Business Day by Stable to Receiving Banks based on an objective allocation algorithm. Any movements of funds within the Program among Receiving Banks are executed by the Custodian Bank pursuant to instructions from Stable. Stable's instructions are based on an objective allocation algorithm that takes into consideration various factors, including the target level of Program deposits for each Receiving Bank. Stable may include additional Receiving Banks to expand the capacity available to underlying customers of the Sending Institutions, including Your Credit Union. Receiving Banks may decide to discontinue their participation in the Program or may be removed by Stable for no longer satisfying Program requirements.
- b. A list of the current Receiving Financial Institutions is available by contacting us in any of the ways listed under "Contact Us." Each Receiving Financial Institution is a separate FDIC- or NCUA insured financial institution. Each Receiving Financial Institution has a target level of deposits that it wishes to accept through the Program. Stable may include additional Receiving Financial Institutions to expand the capacity available to underlying customers of the Sending Institutions, including ARIZE FCU. Receiving Financial Institutions may decide to no longer participate in the Program or may be removed by Stable for no longer satisfying Program requirements. You cannot specify an amount of funds to be allocated to specific Receiving Financial Institutions.
- c. The Program allows ARIZE FCU the ability to provide its Members, including you, with access to the Program without having to disclose any personally identifiable information to Stable. As a result, Stable maintains in its records only an omnibus account titled "ARIZE FCU for the exclusive benefit of its Members, acting for themselves and/or acting on a fiduciary capacity for others." The omnibus balance is allocated to at least eight (8) Receiving Institution(s) to obtain the maximum Deposit Insurance limit of \$250,000.00. Each Member's account balance, including yours, will be allocated to each selected Receiving Financial Institution in the same proportion that the total balance of ARIZE FCU Insured Plus Business Savings Accounts is allocated to each Receiving Financial Institution.

10. Interest and Dividends.

- a. As explained in this section, the Insured Plus Business Savings Account is a product which pays both interest and dividends. In these Terms and Conditions, the ARIZE FCU Rate Sheet, and related documents, we may refer to "interest" and "interest rate" as "dividend" and "dividend rate," respectively, and vice versa. Your Program Deposits may earn interest (from Receiving Financial Institutions, such as banks and some credit unions, which pay interest) or dividends (from Receiving Financial Institutions, such as some credit unions which declare dividends), or a combination of the two. The dividends paid to you on funds in your Insured Plus Business Savings Account that exceed the Maximum Program Deposit Amount are paid by ARIZE FCU.
- b. The current interest (dividend) rate and the corresponding Annual Percentage Yield or "APY" (annualized rate based on the applicable rate and the compounding period) are provided to you on a separate ARIZE FCU Rate Sheet at the time of opening your Insured Plus Business Savings Account, which is incorporated in these Terms and Conditions and may be amended from time to time by posting on ARIZE FCU's website and providing any other notice, as permitted and/or required by applicable law. The current interest (dividend) rate and APY are always available on our website or by contacting us in any of the ways listed under "Contact Us." The interest (dividend) rate and APY may change after account opening. The interest (dividend) rate and APY may change at any time at ARIZE FCU's discretion. There are no limitations on the amount by which the rate may change. There is no minimum period that your money must remain on deposit, and there is no penalty for withdrawal of your entire balance, or any part thereof, at any time. If your Insured Plus Business Savings Account is closed before interest (dividends) is credited, you will not receive the accrued interest (dividends). Interest (dividends) is compounded and credited monthly. The daily balance method shall be used to determine the amount of interest (dividends) paid. This method applies a daily periodic rate to the principal in the account each day. Interest (dividends) begins to accrue no later than the "day of deposit" (as this term is defined in Section VI,

Availability of Funds and Collection of Checks of ARIZE FCU's Account Agreement for Consumers) into the Insured Plus Business Savings Account for your deposited cash and noncash items (for example, checks). Specifically, regarding dividends paid by ARIZE FCU, dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

- c. The interest (dividend) rate may be higher or lower than the rates available to depositors making deposits directly with Receiving Financial Institutions or with other depository institutions in comparable accounts. You should compare the terms, interest (dividend) rates, required minimum amounts, charges, and other features of the Insured Plus Business Savings Account with other accounts and investment alternatives.

- 11. Fees.** Each Receiving Financial Institution pays to Stable a fee for its services related to your funds held in the Program at that particular Receiving Financial Institution. ARIZE FCU may also receive a fee for its services related to the Program and such fees may reduce the rate on the Insured Plus Business Savings Account. Fees that may be imposed in connection with the Insured Plus Business Savings Account are disclosed on ARIZE FCU's Schedule of Fees and Service Charges, a copy of which has been provided to you separately, and you agree to pay any fees and/or charges disclosed to you that ARIZE FCU may impose related to the Insured Plus Business Savings Account.
- 12. Account Statements.** You will receive a periodic account statement from ARIZE FCU. Interest and dividends earned for the period covered will be displayed as a combined amount labeled as "dividends." You will not receive a separate statement from the Receiving Financial Institutions. You should retain all account statements. You must notify Your Credit Union immediately of any discrepancies noted in your account statement and in no event later than thirty (30) days after the date of the account statement in which the problem or error first appeared.
- 13. Tax Reporting.** Similar to dividends paid by ARIZE FCU, the interest you receive from your Program Deposits is generally fully subject to state and federal tax. To the extent required, an IRS Form 1099 will be sent to you by ARIZE FCU each year, showing **the amount you have earned from your Insured Plus Business Savings Account. You will not receive a Form 1099 if you are not a citizen or resident of the United States.**
- 14. Business Continuity.** In the event you are unable to contact Your Credit Union due to a business interruption event, such as a natural disaster, you may contact Stable or its agent at 866-237-2752 for account information.

III. Other Terms

- 1. Termination.** At ARIZE FCU's sole discretion, and without any prior notice to you, subject to applicable law, ARIZE FCU may close your Insured Plus Business Savings Account. You understand that, at any time, you may close your Insured Plus Business Savings Account. If your Insured Plus Business Savings Account is closed, your Program Deposits will be returned to ARIZE FCU and distributed out to you by either, at ARIZE FCU's sole discretion, depositing such funds into another ARIZE FCU account or sending to you a check.
- 2. Arbitration and Class Action Waiver.** The resolution of any disputes or claims between you and ARIZE FCU related to these Terms and Conditions is subject to the Arbitration part of ARIZE FCU's Account Agreement for Consumers.
- 3. Other Agreements.** You understand that your access to, and use of, the Insured Plus Business Savings Account and ARIZE FCU's related products and services, including without limitation the Program, will remain subject to the terms and conditions of all existing agreements between you and ARIZE FCU, including without limitation, ARIZE FCU's Account Agreement for Consumers. These Terms and Conditions are incorporated into ARIZE FCU's Account Agreement for Consumers by this reference. Please review our other agreements with you, as applicable, for important information about your rights and responsibilities.
- 4. Inactive Accounts:** Your Credit Union and the Receiving Banks may be required by law to turn over (escheat) your Program Deposits to a state, typically your state of residence, based on account inactivity for a certain time period established by applicable state law. If Program Deposits are remitted to the state, you may file a claim with the state to recover the funds.

- 5. Transferability:** Your Program Deposits may not be transferred by you except in connection with a change in ownership of the deposit account with Your Credit Union that is linked to your participation in the Program. A transfer that occurs due to death, incompetence, marriage, divorce, attachment or otherwise by operation of law shall not be binding unless and until sufficient, acceptable documentation has been received.
- 6. Termination:** Your Credit Union may, at its sole discretion, and without any prior notice, terminate your participation in the Program. If you close your deposit account at Your Credit Union, your associated Program Deposit account will also be closed and your funds will be distributed from the Program through your deposit account at Your Credit Union.
- 7. Ordinary Care:** Any failure by Stable or any Receiving Bank to act or any delay by such party beyond time limits prescribed by law or permitted by these Terms and Conditions is excused if caused by your negligence, interruption of communication facilities, suspension of payments by another financial institution, war, emergency conditions or other circumstances beyond the control of such party, provided such party exercised such diligence as such circumstances would normally require. You agree that any act or omission made by Stable or any Receiving Bank in reliance upon or in accordance with any provision of the Uniform Commercial Code as adopted in New York, any rule or regulation of the State of New York, the Federal Reserve or FDIC, or a federal agency having jurisdiction over such party shall constitute ordinary care.
- 8. Personal Information:** The use of your information is governed by the privacy policy of Your Credit Union. With respect to the Program, you understand and agree that Stable, including its affiliates, the Receiving Banks, Your Credit Union, and their service providers may obtain such information as may be necessary for legitimate business needs in connection with the operation of the Program. Such information will be shared among the parties only for use in providing the services hereunder and as otherwise legally required. For information regarding the collection, processing and use of your personal information and your rights to limit the use and disclosure of such information, you should contact Your Credit Union. Stable will never use your personal information for any purpose other than to perform its role as administrator of the Program. Stable's privacy policy is available online at www.ReichandTang.com.
- 9. Alternatives to the Program:** By enrolling in the Program, you agree to the terms and conditions provided herein. You understand that, at any time, you may terminate your participation in the Program. If you terminate, the funds held through the Program will be credited to your deposit account at Your Credit Union.
- 10. Days of Operation:** The Program will operate on all days when the Federal Reserve Bank of New York is open for business.
- 11. Mutual Institution and Subscription Rights:** Your funds may be placed in a Deposit Account at a Receiving Bank that is in the mutual form of organization. Such a Deposit Account will be identified on the books of the mutual institution as described in Section III. D, Deposits and FDIC Insurance, and not in your name. Your Credit Union and Stable will not attend or vote at any meeting of the depositor members of a mutual institution, or exercise any subscription rights in a mutual institution's mutual-to-stock conversion, either on its own or on your behalf. You hereby waive any right you may have to vote at any meeting of the depositor members, or to receive or exercise any subscription rights you may have in the event that the mutual institution converts from mutual to stock form, even if you held a Deposit Account as of an applicable record date.
- 12. Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL YOUR CREDIT UNION, STABLE OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY NATURE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, GOODWILL OR BUSINESS INTERRUPTION.
- 13. Legal Process:** Stable, Your Credit Union, and the Receiving Banks may comply with any writ of attachment, execution, garnishment, tax, levy, restraining order, subpoena, warrant or other legal process, which such party reasonably and in good faith believes to be valid. Your Credit Union may notify you of such process by telephone, electronically or in writing. You agree to indemnify, defend, and hold Stable, Your Credit Union, and the Receiving Banks harmless from all actions, claims, liabilities, losses, costs, attorneys' fees, and damages associated with their compliance with any process that such party believes reasonably and in good faith to be valid. You further agree that Stable, Your Credit Union, and the Receiving Banks may honor legal process that is served personally, by mail, or by facsimile transmission at any of their respective offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where your Program Deposit records are maintained.

IV. General

1. **Amendment:** Your Credit Union may modify these Terms and Conditions at any time, upon notice to you.
2. **Waiver:** Any provision of these Terms and Conditions may be waived if, but only if, such waiver is in writing and is signed by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.
3. **Severability:** If any term, provision, covenant or restriction of these Terms and Conditions is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of these Terms and Conditions shall remain in full force and effect and shall in no way be affected, impaired or invalidated
4. **Entire Agreement:** These Terms and Conditions and any other documents provided by Your Credit Union to you in connection with the Program constitute the entire agreement between Your Credit Union and you, and supersede all prior and contemporaneous agreements and understandings, both oral and written, between Your Credit Union and you with respect to the subject matter hereof. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, YOUR CREDIT UNION MAKES NO REPRESENTATIONS OR WARRANTIES (ORAL OR WRITTEN, STATUTORY, EXPRESS, IMPLIED OR OTHERWISE) INCLUDING, WITHOUT LIMITATION, AS TO MERCHANTABILITY, FITNESS FOR PURPOSE, CONFORMITY TO ANY DESCRIPTION OR REPRESENTATION, NON-INTERFERENCE, OR NON-INFRINGEMENT.
5. **Binding Effect:** These Terms and Conditions shall inure to the benefit of and be binding upon the parties hereto and their respective permitted heirs, successors, legal representatives, and assigns. Nothing in these Terms and Conditions, expressed or implied, is intended to confer on any person other than the parties hereto, and their respective permitted heirs, successors, legal representatives and assigns, any rights, remedies, obligations, or liabilities under or by reason of these Terms and Conditions, provided that Stable shall be a third-party beneficiary hereof.
6. **Governing Law:** These Terms and Conditions are to be construed in accordance with and governed by the internal laws of the State of New York and the United States of America without giving effect to any choice of law rule that would cause the application of the laws of any other jurisdiction to the rights and duties of the parties. Unless otherwise provided herein, Your Credit Union and Stable may comply with applicable clearinghouse, Federal Reserve, and correspondent bank rules in processing transactions for your Program Deposits. You agree that Your Credit Union and Stable are not required to notify you of a change in those rules, except to the extent required by applicable law.
7. **Disputes:** EXCEPT TO THE EXTENT OTHERWISE PROVIDED BY APPLICABLE LAW, ANY DISPUTES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS WILL BE GOVERNED BY THE TERMS OF THE AGREEMENT THAT GOVERN THE DEPOSIT ACCOUNT AT YOUR CREDIT UNION THAT IS LINKED TO THE PROGRAM, INCLUDING THE DISPUTE RESOLUTION TERMS, ARBITRATION TERMS, CHOICE OF LAW, VENUE, WAIVER OF JURY TRIAL, AND COSTS RELATED TO DISPUTE RESOLUTIONS, IF ANY.
8. **Interpretative Provisions:** The headings herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. All Exhibits annexed hereto or referred to herein are hereby incorporated in and made a part of these Terms and Conditions as if set forth in full herein. Any singular term in these Terms and Conditions shall be deemed to include the plural, and any plural term the singular. Whenever the words "include," "includes" or "including" are used in these Terms and Conditions, they shall be deemed to be followed by the words "without limitation," whether or not they are in fact followed by those words or words of like import. References to any document provided by Your Credit Union to you or to any agreement or contract are to that document, agreement or contract as amended, modified, or supplemented from time to time in accordance with the terms hereof or thereof. In any construction of the terms of these Terms and Conditions, the same shall be construed against either party on the basis of that party being the drafter of such terms.