

**UFCU MONEY MARKET SHARE ACCOUNT
TERMS AND CONDITIONS**

I. Introduction

The terms and conditions set forth herein ("Terms and Conditions") apply to, and describe the "sweep feature" of, UFCU Money Market Share Accounts ("Money Market Account"), and supplement UFCU's Membership and Account Agreement and UFCU's Fee Schedule, which are incorporated herein in their entirety. In these Terms and Conditions, the words "UFCU", "we", "us", and "our" mean University Federal Credit Union, and the words "you" and "your" mean each Money Market Account holder who is bound by these Terms and Conditions.

By opening and/or continuing to maintain your Money Market Account, you agree to these Terms and Conditions and your participation in the Program, which is further defined and explained in Section I.1., below. You further agree to appoint UFCU as your authorized agent for the limited purpose of facilitating your participation in the Program, pursuant to these Terms and Conditions.

1. **The Program.** The sweep feature of UFCU's Money Market Account is a member service that "sweeps" certain Money Market Share balances in excess of a published minimum amount ("Published Minimum Amount") into a program that places funds with other FDIC and NCUA insured financial institutions ("The Program"). See Section II.4., below, for more information on the Program. See Section II.11., below, for more information on Interest Rates and Dividends.
2. **How it Works.** Your balances in excess of the Published Minimum Amount will be deposited in deposit accounts ("Program Deposit Accounts") with certain receiving financial institutions ("Receiving Financial Institutions" or "financial institutions", and your funds in these financial institutions are hereinafter referred to as "Eligible Deposits"). Your Eligible Deposits will be subject to a variable dividend rate greater than or equal to the standard dividend rate for Money Market Accounts as determined by UFCU. Subject to the limitations described in these Terms and Conditions any balance in your Money Market Account that does not exceed the published Minimum Program Deposit Amount will not be part of the Program, and will be subject to the standard dividend rate for Money Market Accounts. The current Minimum Program Deposit Amount is subject to change without notice, but can be found at www.ufcu.org/MoneyMarket or by calling us toll free at (800) 252-8311 or (512) 467-8080.

For example, if the Minimum Program Deposit Amount is \$100,000, a Money Market Account with a total balance of \$100,001 or greater will be eligible for the Program. Accordingly, if a Money Market Account has a total balance of \$125,000, \$25,000 will be enrolled in the Program and receive the commensurate Program dividends; the first \$100,000 will receive the standard dividends for Money Market Accounts.

3. **Acknowledgements. YOU UNDERSTAND AND ACKNOWLEDGE THAT BY OPENING AND/OR CONTINUING TO MAINTAIN YOUR MONEY MARKET ACCOUNT, YOU ARE INSTRUCTING UFCU TO ENROLL YOUR MONEY MARKET DEPOSITS THAT EXCEED THE PUBLISHED PROGRAM DEPOSIT AMOUNT INTO THE PROGRAM. YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED AND CAREFULLY READ THESE TERMS AND CONDITIONS IN CONNECTION WITH CHOOSING TO OPEN AND/OR MAINTAIN YOUR MONEY MARKET ACCOUNT. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT UFCU AT (800) 252-8311 OR (512) 467-8080.**

Stable Custody Group II LLC ("SCG") operates the Program as an administrator. Unless terminated by UFCU, your authorization and agency appointment of UFCU shall remain in effect until termination in accordance with these Terms and Conditions, and UFCU has been afforded a reasonable opportunity to act on such termination.

4. **Insurance Eligibility.** Your funds that are below the Published Minimum Amount are not enrolled in the Program, and remain eligible for National Credit Union Administration ("NCUA") insurance coverage. HOWEVER, any funds enrolled within the Program Deposit Accounts become Eligible Deposits, such Eligible Deposits may also become eligible for FDIC and/or NCUA insurance coverage ("Deposit Insurance") at the Receiving Financial Institutions. In the event Eligible deposits are covered by Deposit Insurance, said deposits will not receive duplicate coverage by the NCUA through UFCU. See Section II.5. and Section II.6. for more information.
5. **Business Day.** For the purposes of these Terms and Conditions, "Business Day" means any day, except Saturday, Sunday and federal holidays.
6. **Risks of the Program.**
 - a. During the Business Day when your Eligible Deposits become subject to 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.), such funds may be briefly uninsured. Once distributed from the Intermediary Receiving Financial Institution to the Receiving Financial Institutions, the funds will be insured. SCG 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 SCG'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 insured. See Sections II.4.f., II.5., and II.7. 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 deposits enrolled in the Program. If you have money at a Receiving Financial Institution outside the Program, this will negatively impact the availability of FDIC or NCUA insurance (collectively "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 Deposit Insurance.

- d. Where your funds are held in savings deposit 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 account. See 12 C.F.R. § 204.2(d)(1).
7. **Right to Opt Out.** IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS YOU HAVE THE RIGHT TO OPT OUT OF THE PROGRAM. In the event you do choose to opt out, your funds will be transferred to your UFCU share savings account, another UFCU account of your choosing, or will be sent to you via check. **To opt out, please visit any UFCU branch location during regular a Business Day, or contact us via phone at (800) 252-8311 or (512) 467-8080.**

II. Program Terms

1. **Deposit Insurance Eligibility.** In order to obtain NCUA and/or FDIC insurance in the Program, you must provide proper tax identification information to UFCU at account opening.
2. **Relationship with SCG.** SCG is acting as UFCU's agent, and UFCU is acting as your agent in establishing and maintaining deposit accounts at Receiving Financial Institutions. The allocation process administered by SCG determines into which Receiving Financial Institution(s) your money will be deposited to achieve up to the maximum amount of Deposit Insurance available to you through the Program. See Section II.9.
3. **Information about SCG.** The Program, also known as the DDMSM Program with IDEA AllocationSM Feature, is offered by UFCU and SCG, a Delaware limited liability company. SCG is not a credit union, bank, broker-dealer, or investment adviser. None of the Receiving Financial Institutions is an affiliate of SCG nor UFCU.
4. **Sweep Process, Deposits, and FDIC Insurance.**
- a. Your funds intended for enrollment in the Program must be placed through your Money Market Share Account and cannot be placed directly by you with SCG or any of the Receiving Financial Institutions.
- b. You promise that your funds in the Money Market Account shall be irreversible and not subject to any lien, adverse claim, or encumbrance ("Encumbered Funds"). Any such Encumbered Funds shall be unenrolled from the Program.
- c. Upon enrollment, funds are "swept" from your Money Market 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. UFCU will initiate the process on the first Business Day after the Business Day during which the Money Market Account is opened. Except as otherwise provided in these Terms and Conditions, UFCU will sweep funds in the Money Market Account into the Program on the next Business Day. UFCU will begin to sweep funds into the Program automatically once the deposits in your Money Market Account exceed the Published Minimum Amount. Only funds that exceed the Published Minimum Amount will be swept from your Money Market Account into the Program. Funds below the Published Minimum Amount will be subject to UFCU's standard dividend rate for Money Market Accounts as published in UFCU's Rate Sheet. Funds swept into the Program will be eligible for the published Program rate as reflected in UFCU's Rate Sheet and at www.ufcu.org/MoneyMarket.
- d. Your Eligible 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 DDM Customers, Acting for Themselves and/or Acting in a Fiduciary Capacity for Others." See Section II.10. Deposit Insurance coverage is available up to its standard maximum deposit insurance amount ("SMDIA"), which is \$250,000 per legal category of account ownership at each financial institution. Your Eligible 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 dividends, 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. Your Eligible Deposits will not be insured by the NCUA if insured by the FDIC as described herein.
- e. Because UFCU, the Receiving Financial Institutions, and SCG are unaware whether you have any money on deposit outside of the Program in a Receiving Financial Institution, that money will not be taken into account 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 SCG will cooperate with UFCU to select appropriate Receiving Financial Institutions, once funds of Members are allocated, SCG 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, UFCU will not be able to implement any request to exclude a particular Receiving Financial Institution. See Section I.4. 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 Eligible 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 Receiving Financial Institution is an FDIC-insured bank or an NCUA-insured credit Union.

In the event that a Receiving Financial Institution that holds your Eligible Deposits fails, payments of principal plus unpaid and accrued dividends 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 NCUA, whichever is applicable, must make insurance payments available. Furthermore, you may be required to provide certain documentation to the FDIC or NCUA before insurance payments are made.

- f. Your account ownership will be evidenced by an entry on records maintained by UFCU 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. AT ANY TIME, YOU MAY VISIT UFCU'S WEBSITE OR CONTACT UFCU TO OBTAIN A LIST OF RECEIVING FINANCIAL INSTITUTIONS THAT HOLD YOUR

5. FDIC Deposit Insurance.

- a. To ensure that your Eligible Deposits are protected by FDIC insurance to the fullest extent possible under the Program, you should understand how FDIC insurance applies to each FDIC-recognized category of account ownership. 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.
- b. 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 Money Market Account are beneficially owned through multiple levels of fiduciary relationships, you must take steps to comply with these special requirements.
- c. For questions about FDIC insurance coverage, you may call the FDIC at 877-275-3342 or visit the FDIC's website at www.fdic.gov. You also may wish to utilize "EDIE The Estimator," the FDIC's electronic insurance calculation program, which is found at <https://www.fdic.gov/edie/index.html>. Other information regarding FDIC insurance coverage may be found at the "Deposit Insurance" section of the "Quick Links for Consumers & Communities" on the FDIC's web site at www.fdic.gov/quicklinks/consumers.html.

6. NCUA Insurance.

- a. The rules that govern the 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. NCUA recognizes many categories of account ownership for insurance coverage. Further, because UFCU is classified by the NCUA as a Low-Income Credit Union, such insurance extends to additional categories of ownership types.
- b. The NCUA's regulations impose special requirements for obtaining pass-through NCUA insurance coverage, up to the standard maximum deposit insurance amount (SMDIA) (currently \$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.
- c. For questions about NCUA insurance coverage, you may call the NCUA at 800-755-1030 or visit the NCUA's website at www.ncua.gov. You also may wish to utilize "NCUA Share Insurance Estimator," the NCUA's electronic insurance calculation program, which is found at mycredunion.gov/share-insurance-estimator-home. Other information regarding NCUA insurance coverage may be found at the "Share Insurance Coverage" section of the "Consumers" menu option on the NCUA's web site at mycredunion.gov/share-insurance.

7. Withdrawals.

- a. Withdrawals from your Program Deposit Accounts are made through your Money Market Account and cannot be made directly by you through SCG or any of the Receiving Financial Institutions. Withdrawals include electronic withdrawals and any other method of debiting your Money Market Account that UFCU makes available. Funds from the Eligible Deposits will generally be available to you on the same day you make a withdrawal request. In the event that UFCU does not receive enough funds to cover your entire withdrawal request (if, for example, Receiving Financial Institutions fail to send funds as instructed by SCG 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.
- b. You agree that UFCU may cause your Eligible Deposits to be withdrawn from the Receiving Financial Institutions at any time in any amount: (a) as required or authorized under your other agreements with UFCU; (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 UFCU under these Terms and Conditions or your other agreements with UFCU; or (d) as otherwise authorized by applicable law, rule, or regulation applicable to UFCU. UFCU may set-off and charge against your Money Market Account or Eligible Deposits, any liability, obligation, or indebtedness that you owe to UFCU, including without limitation any line of credit, loan, or other extension of credit made by UFCU to you and the amount of any fees and charges owed by you to UFCU, in accordance with applicable law. UFCU may, but is not obligated to, satisfy any transfer using funds of UFCU or otherwise to extend or grant credit (including intra-day credit) to accomplish any transfer request or order related to the Program.

8. Ability to Exclude Receiving Financial Institutions.

- a. At any time, you can visit UFCU's website (www.ufcu.org/MoneyMarket) or contact UFCU toll free at (800) 252-8311 or (512) 421-8160 to obtain the most recent list of Receiving Financial Institutions. While SCG will cooperate with UFCU to select appropriate Receiving Financial Institutions, once funds of Members are allocated, SCG 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 <http://www.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 <https://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 SCG nor UFCU 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.

9. **Your Responsibility to Monitor Your Deposit or Investment Options.** Neither SCG nor UFCU 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 Eligible 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 UFCU's website or contacting us in any of the ways listed under "Contact Us".

10. Allocations to Receiving Financial Institutions.

- a. SCG establishes an omnibus Program Deposit Account on behalf of UFCU and other sending institutions. You authorize UFCU to act as your agent and UFCU authorizes SCG to act as its agent at each Receiving Financial Institution holding your funds. The Program Deposit Account constitutes a direct obligation of the Receiving Financial Institution and is not directly or indirectly an obligation of SCG or UFCU. In the event a Receiving Financial Institution rejects additional deposits, withdraws entirely, or is terminated from participation, then you authorize and direct UFCU and SCG, as an agent of UFCU, to move your deposits to another Receiving Financial Institution.
- b. A list of the current Receiving Financial Institutions is available on UFCU's website, www.ufcu.org/MoneyMarket, or by contacting us in any of the ways listed under "Contact Us." Each Receiving Financial Institution is a separate FDIC or NCUA insured depository institution. Each Receiving Financial Institution has a target level of deposits that it wishes to accept through the Program. SCG may include additional Receiving Financial Institutions to expand the capacity available to underlying Members of the Sending Institutions, including UFCU. Receiving Financial Institutions may decide to no longer participate in the Program, or may be removed by SCG for no longer satisfying Program requirements; e.g., no longer "well capitalized" as defined by the FDIC or NCUA. You cannot specify an amount of funds to be allocated to specific Receiving Financial Institutions.
- c. **The Program allows UFCU the ability to provide its Members, including you, with access to the Program without having to disclose any personally identifiable information to SCG.** As a result, SCG maintains in its records only an omnibus account titled "UFCU for the exclusive benefit of its Members, acting for themselves and/or acting on a fiduciary capacity for others." The omnibus balance is allocated among the Receiving Financial Institutions up to the maximum FDIC or NCUA insurance coverage at each Receiving Financial Institution. Each Member's account balance, including yours, will be allocated to each selected Receiving Financial Institution in the same proportion that the total omnibus balance is allocated to each Receiving Financial Institution.

11. Interest and Dividends.

- a. As explained in this section, the Money Market Account is a product which pays dividends, and interest. In these Terms and Conditions, the UFCU Rate Sheet, and related documents, we may refer to "interest" and "interest rate" as "dividend" and "dividend rate", respectively, and vice versa. The dividends paid to you on the Eligible Deposits are paid by the Receiving Financial Institutions. The dividends paid to you on funds in your Money Market Account that do not meet the Published Minimum Amount are paid by UFCU.
- 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 UFCU Rate Sheet at the time of opening your Money Market Account, which is incorporated in these Terms and Conditions and may be amended from time to time by posting on UFCU's website (www.ufcu.org/MoneyMarket) 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 UFCU's discretion. There are no limitations on the amount by which the rate may change. There is generally 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 Money Market Account is closed before interest (dividends) is credited, you will 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 the "Transfers or Deposits to Your Accounts" Section of UFCU's Membership and Account Agreement) into the Money Market Account for your deposited cash and noncash items (for example, checks). Specifically regarding dividends paid by UFCU, 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 Money Market Account with other accounts and investment alternatives.
 - d. **Bonus Dividends.** Independent of the Program, UFCU may from time-to-time initiate bonus dividend programs ("Bonus Dividends") whereby your Money Market Account will earn additional dividends if certain criteria are met. Additional information regarding Bonus Dividends, including terms and conditions relating to such programs, can be found by reviewing UFCU's Truth in Savings Disclosure, visiting www.ufcu.org, or calling us at (800) 252-8311 or (512) 421-8080.
12. **Fees.** Fees that may be imposed in connection with the Money Market Account are disclosed on UFCU's Rate Sheet, a copy of which has been provided to you separately, and is available at www.ufcu.org. You agree to pay any fees and/or charges disclosed to you that UFCU may impose related to the Money Market Account. Each Receiving Financial Institution pays to SCG a fee for its services related to your funds held in the Program at that particular Receiving Financial Institution. UFCU may also receive a fee for its services related to the Program and such fees may reduce the published rate on the Money Market Account.
13. **Account Statements.** You will receive a periodic account statement from UFCU in the manner in which you have previously elected. 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.
14. **Tax Reporting.** Similar to dividends paid by UFCU, the dividends you receive from your Eligible Deposits is generally fully subject to state and federal tax, where applicable. To the extent required, an IRS Form 1099 will be sent to you by UFCU each year, showing the amount you have earned from your Money Market Account. You will not receive a Form 1099 if you are not a citizen or resident of the United States.

III. Other Terms

1. **Amendment.** UFCU may modify these Terms and Conditions at any time, upon notice to you.
2. **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.
3. **Entire Agreement.** These Terms and Conditions and any other documents incorporated herein or provided by UFCU to you in connection with the Program constitute the entire agreement between UFCU and you, and supersede all prior and contemporaneous agreements and understandings, both oral and written, between UFCU and you with respect to the subject matter hereof. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, UFCU 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.
4. **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.
5. **Governing Law.** These Terms and Conditions are to be construed in accordance with and governed by the laws of the State of Texas 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, UFCU and Stable may comply with applicable clearinghouse, Federal Reserve and correspondent bank rules in processing transactions for your Program Deposits. You agree that UFCU and Stable are not required to notify you have a change in those rules, except to the extent required by law.
6. **Termination.** At UFCU's sole discretion, and without any prior notice to you, subject to applicable law, UFCU may close your Money Market Account. You understand that, at any time, you may close your Money Market Account. If your Money Market Account is closed, except as otherwise contemplated herein, your Eligible Deposits will be distributed out to you by either, at UFCU's sole discretion, depositing such funds into another UFCU account or sending to you a check.
7. **Arbitration and Class Action Waiver.** The resolution of any disputes or claims between you and UFCU related to these Terms and Conditions is subject to the Arbitration Agreement within UFCU's Membership and Account Agreement.
8. **Other Agreements.** YOU UNDERSTAND THAT YOUR ACCESS TO, AND USE OF, THE MONEY MARKET ACCOUNT AND UFCU'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 UFCU, INCLUDING WITHOUT LIMITATION, UFCU'S MEMBERSHIP AND ACCOUNT AGREEMENT. THESE TERMS AND CONDITIONS ARE INCORPORATED INTO UFCU'S MEMBERSHIP AND ACCOUNT AGREEMENT BY THIS REFERENCE. PLEASE REVIEW OUR OTHER AGREEMENTS WITH YOU, AS APPLICABLE, FOR IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND RESPONSIBILITIES.