

DFFCU Platinum Savings Account

The Demand Deposit Marketplace® Program with the IDEA AllocationSM Feature

Terms and Conditions

Effective 6/1/2021

1. Introduction

a. DDM Program

- i. The Demand Deposit Marketplace® with IDEA AllocationSM Feature Program (“Program”) is offered by Deseret First Federal Credit Union (“DFFCU,” “we,” “us,” and “our”) as an option to place an amount of your cash balances held in your DFFCU Platinum Savings Account to insured accounts at Federal Deposit Insurance Corporation (“FDIC”) member banks and/or National Credit Union Administration (“NCUA”) member credit unions (collectively referred to as “Receiving Institutions”). Your funds will be deposited into money market deposit accounts (“MMDAs”), demand deposit accounts, share accounts, and/or share draft accounts (collectively referred to as “Deposit Accounts”) at Receiving Institutions, subject to the limitations described herein. Your funds that are deposited through the Program into the Receiving Institutions are hereinafter referred to as “Program Deposits.” By selecting the Program, you appoint DFFCU as your authorized agent pursuant to the Terms and Conditions set forth herein. Stable Custody Group II LLC (“Stable”) operates the Program as an administrator and acts as DFFCU’s agent. The minimum initial deposit is \$10,000, however there is no minimum subsequent deposit or minimum balance requirement.
- ii. Your Program Deposits are placed into Deposit Accounts at multiple Receiving Institutions in a manner designed to remain within the Deposit Insurance limit at each Receiving Institution, which increases the amount of Deposit Insurance protection available to you. 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 Receiving Institution. DFFCU maintains your underlying records and will not disclose any of your personal information to Stable except in limited circumstances described in Section 4(e). Stable maintains on its records an omnibus record titled “DFFCU 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 at least four (4) Receiving Institutions to obtain the maximum, designated FDIC or NCUA insurance coverage of \$1,000,000.

YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED AND CAREFULLY READ THESE TERMS AND CONDITIONS IN CONNECTION WITH CHOOSING TO ENROLL IN THE PROGRAM. BY APPOINTING DFFCU TO SERVE AS YOUR AGENT FOR PARTICIPATION IN THE PROGRAM, THESE TERMS AND CONDITIONS BECOME A BINDING CONTRACT BETWEEN YOU AND DFFCU.

b. Access to Funds

You will access Program Deposits through you DFFCU Platinum Savings Account.

c. Risks of the Program

- i. 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 Institution (“Intermediary Receiving Institution”) prior to being allocated

and distributed among other Receiving Institutions. While your funds are held intraday at the Intermediary Receiving Institution, to the extent your funds exceed the current SMDIA, such funds may be uninsured. Once distributed from the Intermediary Receiving Institution to the Receiving Institutions, the funds will be insured. Stable has adopted procedures and controls to ensure the movement of the funds in a timely manner each day and expects that your funds will be sent by the Intermediary Receiving Institution to the Receiving Institutions by the close of each business day. However, in the event of a failure of wire transfer systems or communications facilities or other causes beyond Stable's control, resulting in your funds not being sent from the Intermediary Receiving Institution to the other Receiving Institutions in a timely manner and remaining at the Intermediary Receiving Institution, your funds could, to the extent they exceed the current SMDIA, be uninsured until the next business day.

- ii. If you have funds at a Receiving Institution outside the Program, this may negatively impact the availability of Deposit Insurance at such Receiving Institution. If your deposits in a Receiving Institution exceed the then current SMDIA of such entity, the excess funds are not covered by Deposit Insurance. You are solely responsible for monitoring your deposits in Receiving Institutions outside of the Program. As such, you should review the list of Receiving Institutions carefully. The list of available Receiving Institutions may change from time to time, and you may contact us directly to obtain the most recent list.
- iii. In the event of a failure of a Receiving Institution, there may be a time period during which you may not be able to access your money. Where your funds are held in MMDAs or share accounts, the return of your funds to your account at DFFCU may be delayed. Receiving Institutions are permitted to, but rarely do, impose a delay of up to seven days on any withdrawal request from an MMDA or share account.

2. Program Terms

a. Account Eligibility

This Program is available to all DFFCU members who have been a member for at least one (1) year and have maintained an average aggregate deposit balance of at least \$10,000 during the preceding year. It is your responsibility to ensure that the Program satisfies your particular objectives or guidelines and/or applicable law. In order to obtain Deposit Insurance in the Program, you must provide proper tax and other identification information to DFFCU.

b. Account Balances

The minimum balance required to open an account is \$10,000. The maximum balance that can be maintained in this account is \$1 million. If your account balance exceeds \$1 million, excess funds will be automatically transferred to your membership savings account on the next business day. You are not required to maintain a minimum balance.

c. Agency Relationships

Stable operates the Program and DFFCU acts as your agent. DFFCU is acting as your agent in establishing and maintaining Deposit Accounts at Receiving Institutions and DFFCU appoints Stable as its agent. When you enroll in the Program, you appoint DFFCU as your custodial agent to effect deposits to and withdrawals from the Deposit Accounts.

d. Allocation Process

By participating in the Program, you will place an amount of your cash deposits with the Receiving Institutions through DFFCU. Your Program Deposits are deposited into Deposit Accounts at multiple Receiving Institutions in a manner designed to remain within the Deposit Insurance limit at each Receiving Institution. The allocation process administered by Stable determines into which Receiving 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 3(g)(i), Allocations to Receiving 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 Institutions. All Program funds remain under the custodial control of either DFFCU or the Custodian Bank at all times.

e. Information about Stable

Stable is a Delaware limited liability company. Stable is not a bank, credit union, broker-dealer, or investment adviser. None of the Receiving Institutions is an affiliate of Stable. Stable administers the Program.

f. Deposits and Deposit Insurance

- i. Your funds intended for deposit into the Program must be placed through DFFCU and cannot be placed directly by you with any of the Receiving Institutions. Once in the Program, your Program Deposits will be allocated to one or more omnibus Deposit Accounts maintained at the Receiving Institutions held in the name of “Stable Custody Group II LLC, as Agent, for the Exclusive Benefit of its DDM Participating Institutions, as Agent, for the Exclusive Benefit of its DDM Customers, Acting for Themselves and/or Acting in a Fiduciary Capacity for Others” or a similar name that preserves the eligibility of Program Deposits for pass-through Deposit Insurance.
- ii. Your Program Deposits are placed into accounts at the Receiving Institutions to provide you with up to \$250,000 of Deposit Insurance per Receiving Institution, subject to certain exceptions described herein. The \$250,000 limit (i.e., the SMDIA) includes your principal and accrued interest (or dividends, as applicable), 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 Institution. Deposit Insurance protects you against the loss of your insured deposits in the event a Receiving Institution fails. Deposit Insurance (i.e., through FDIC-insured and NCUA-insured Receiving Institutions) is backed by the full faith and credit of the United States.
- iii. If you have money at a Receiving Institution outside of the Program, this may negatively impact the availability of Deposit Insurance for the total amount of your funds held at that institution. DFFCU, the Receiving Institutions and Stable are unaware of your funds outside of the Program. You are solely responsible for monitoring your deposits in Receiving Institutions outside of the Program. You should review the list of Receiving Institutions carefully. The list of Receiving Institutions may change from time to time, and you may contact us directly to obtain the most recent list. While DFFCU will attempt to select appropriate Receiving Institutions, we will not be able to modify the selection of Receiving Institutions due to the needs of any particular Member.
- iv. In the event that a Receiving Institution that holds your Program Deposits fails, payments of principal plus unpaid and accrued interest (or dividends) up to the then current SMDIA

per legal category of account ownership will be made to you. Although the FDIC and NCUA normally make these payments within a few days of taking possession of a bank or credit union as receiver, there is no specific time period during which the FDIC or NCUA must make insurance payments available. Furthermore, you may be required to provide certain documentation to the FDIC or NCUA before insurance payments are made.

- v. Your account ownership will be evidenced by an entry on records maintained by DFFCU for each of the Receiving 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. However, we will provide you with a summary of all Program deposits and withdrawals, the name of each Receiving Institution that holds your Program Deposits, deposit balance(s) and the rate paid on your Program Deposits either on your periodic statements, via an online portal, upon request, or a combination thereof.

3. Deposit Insurance for Recognized Categories of Account Ownership; Multi-Tiered Fiduciary Relationships

a. Deposit Insurance

By participating in this Program, you can increase the FDIC and/or NCUA (collectively referred to as “Deposit Insurance”) protection on your deposit while continuing to process all your transactions with DFFCU. From time to time, DFFCU will notify you of the maximum amount of Deposit Insurance available on your Program Deposits. Subject to certain exceptions, the maximum amount of Deposit Insurance coverage available under the Program is \$1,000,000 for each category of legal ownership as more fully explained below. To ensure that your Program Deposits are protected by Deposit Insurance to the fullest extent possible under the Program, you should understand how FDIC and NCUA insurance applies to each recognized category of account ownership.

b. FDIC Insurance

- i. 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. Because you are entering the Program as a member or eligible non-member of DFFCU, some of the FDIC-recognized categories of ownership will not be applicable to you.
- ii. The FDIC’s regulations impose special requirements for obtaining pass-through FDIC insurance coverage, up to the standard maximum deposit insurance amount (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 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 FDIC insurance coverage, you may call the FDIC at 877-275-3342 or visit the FDIC's web site 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 website at <http://www.fdic.gov/quicklinks/consumers.html>.
- c. NCUA Insurance**
- i. 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 DFFCU is classified by the NCUA as a Low-Income Credit Union, such insurance extends to additional categories of ownership types.
 - ii. 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.
 - iii. 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 mycreditunion.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 mycreditunion.gov/share-insurance.
- d. Withdrawals**
- i. Withdrawals from your Program Deposits are made through DFFCU and cannot be made directly by you through Stable or any of the Receiving Institutions. Checks, ACH payments, debit cards, ATM withdrawals, direct deposits, credits and other transactions and items for your DFFCU Platinum Savings Account are processed through DFFCU rather than through the Program Deposit Accounts. Funds from the Program Deposits will generally be available to you on the same day you make the withdrawal request. In the event that DFFCU does not receive enough funds to cover your entire withdrawal request

(if, for example, Receiving Institutions fail to send funds as instructed by the Custodian Bank pursuant to Stable's instructions, or Receiving Institutions are closed due to holidays or other events), the funding of all or a portion of your withdrawal requests could be further delayed. If DFFCU decides to advance funds to you in anticipation of a Program withdrawal, you will owe the amount of these funds to us and we will retain from the funds received the amount that we advanced to you.

- ii. You agree that DFFCU may cause your Program Deposits to be withdrawn from the Receiving Institutions at any time in any amount (a) as required or authorized under your other agreements with DFFCU; (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 DFFCU under these Terms and Conditions or your other agreements with DFFCU; or (d) as otherwise authorized by applicable law, rule, or regulation applicable to DFFCU. DFFCU may set-off and charge against your DFFCU Platinum Savings Account or Program Deposit(s), any liability, obligation, or indebtedness that you owe to DFFCU, including without limitation any line of credit, loan, or other extension of credit made by DFFCU to you and the amount of any fees and charges owed by you to DFFCU. DFFCU may, but is not obligated to, satisfy any transfer using funds of DFFCU or otherwise to extend or grant credit (including intraday credit) to establish any transfer request or order related to the Program.
 - iii. If, in a separate agreement, you have granted DFFCU a security interest in your Deposit Accounts or other interests relating to your Deposit Accounts as collateral for a loan to you or otherwise, we may decline to honor a request for a Program withdrawal or a transaction that would give rise to such a withdrawal to the extent that such withdrawal would cause your balance in the Program to fall below the loan amount or other amount that you have agreed to maintain in your Deposit Accounts or to which the security interest applies.
- e. **Information about Receiving Institutions**
You may contact DFFCU to obtain the most recent list of Receiving Institutions at any time. Neither Stable nor DFFCU is responsible for any insured or uninsured portion of any deposits at any Receiving Institution or guarantees the financial condition of any Receiving Institution or the accuracy of any publicly available financial information concerning a Receiving Institution. You can obtain publicly available financial information concerning any of the Receiving Institutions at: For FDIC-insured Receiving Institutions: <http://www.ffiec.gov/nicpubweb/nicweb/nichome.aspx> 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). For NCUA-insured Receiving Institutions: 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.
- f. **Your Responsibility to Monitor Your Deposit or Investment Options**
DFFCU does not have any obligation to monitor your account or make recommendations about, or changes to, the Program that might be beneficial to you. As interest rates and other factors change, it may be in your financial interest to change your deposit instructions. In such cases, you should call DFFCU to learn about other options.

g. Allocations to Receiving Institutions

- i. Stable establishes Deposit Accounts on behalf of DFFCU and other Program participants. You authorize DFFCU to act as your agent and DFFCU authorizes Stable to act as its agent at each Receiving Institution holding your funds. The Deposit Account constitutes a direct obligation of the Receiving Institution and is not directly or indirectly an obligation of Stable, DFFCU or the Custodian Bank. In the event a Receiving Institution rejects additional deposits, withdraws entirely, or is terminated from participation, you authorize and direct DFFCU and Stable, as an agent of DFFCU, to move your deposits to another Receiving Institution.
- ii. Each Receiving Institution is a separate FDIC- or NCUA-insured depository institution. Each Receiving Institution has a target level of deposits that it wishes to accept through the program. Stable may include additional Receiving Institutions to expand the capacity available to underlying customers of the Sending Institutions, including DFFCU. Receiving 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 Institutions, nor can you request that none of your funds will be allocated to specific Receiving Institutions.
- iii. The IDEA feature, or Insured Deposit Equal Allocation feature, allows DFFCU 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 "DFFCU 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 4 Receiving Institutions to obtain the maximum Deposit Insurance limit of \$1,000,000. Each Member's account balance, including yours, will be allocated to each selected Receiving Institution in the same proportion that the total omnibus balance is allocated to each Receiving Institution.

h. Rate

The rate paid to you is determined by DFFCU. The rate applicable to your Program Deposits will be stated on your account statement. Contact us to obtain the current rate being paid to members and other account information. The rate you earn on your Program Deposits may be higher or lower than the rates available to depositors making non-Program Deposits with Receiving Institutions directly, through other types of accounts at DFFCU, or with other depository institutions in comparable accounts. In the event of the failure of a Receiving Institution, no interest or dividend is earned on Program Deposits from the time such a Receiving Institution closes until insurance payments are received. You should compare the terms, rates of return, required minimum amounts, charges and other features of a Program Deposit with other accounts and investment alternatives. 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. Payment of the full amount of all accrued interest or dividends with respect to your Program Deposit at a Receiving Institution will be solely the responsibility of, and solely enforceable against, that Receiving Institution. DFFCU will have no indebtedness to you for any such amount.

i. Fees

Each Receiving Institution pays to Stable a fee for its services related to your Program Deposits at that particular Receiving Institution. DFFCU may also receive a fee for its services. The fees may be different for different Receiving Institutions.

j. **Account Statements**

- i. You will receive a periodic account statement from DFFCU. All activity with respect to your Program Deposits, including interest or dividends earned for the period covered will appear on your statement, including the total of your opening and closing Program Deposit balances. You will not receive a separate statement from the Receiving Institutions. Your periodic account statement will be provided to you periodically in accordance with our policies. You should retain all account statements. We will provide you with the name of each Receiving Institution that holds your funds either on your periodic statements, via an online portal, upon request, or a combination thereof.
- ii. You must notify us 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.

k. **Tax Reporting**

The amounts that you receive from your Program Deposits is generally fully subject to state and federal tax as interest income. An IRS Form 1099 will be sent to you by DFFCU each year, showing the amount of interest income you have earned from your Program Deposits. You will not receive a Form 1099 if you are not a citizen or resident of the United States.

4. Other Terms

- a. **Inactive Accounts:** DFFCU and the Receiving Institutions 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.
- b. **Transferability:** Your Program Deposits may not be transferred by you. 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.
- c. **Termination:** DFFCU may, at its sole discretion, and without any prior notice, terminate the Program or your participation in the Program. If you close your deposit account at DFFCU, your associated Program Deposit account will also be closed, and your funds will be distributed from the Program through your deposit account at DFFCU.
- d. **Ordinary Care:** Any failure by Stable or any Receiving Institutions 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 Institution 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, FDIC or NCUA, or a federal agency having jurisdiction over such party shall constitute ordinary care.

- e. **Personal Information:** Stable will not normally have any of your personally identifiable information. Such information may be obtained by Stable, if at all, in the case of a Receiving Institution's failure. Stable's privacy policy is available online at www.ReichandTang.com.
- f. **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 DFFCU.
- g. **Days of Operation:** The Program will operate on all days when the Federal Reserve Bank of New York is open for business.
- h. **Mutual Institution and Subscription Rights:** Your funds may be placed in a Deposit Account at a Receiving Institution 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 2(e), Deposits and Deposit Insurance, and not in your name. DFFCU 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.
- i. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL DFFCU, 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.
- j. **Legal Process:** Stable, DFFCU, and the Receiving Institutions 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. DFFCU may notify you of such process by telephone, electronically or in writing. You agree to indemnify, defend and hold Stable, DFFCU, and the Receiving Institutions 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, DFFCU, and the Receiving Institutions 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.

5. General Terms

- a. **Amendment:** DFFCU may modify these Terms and Conditions at any time, upon notice to you.
- b. **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.

- c. **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.
- d. **Entire Agreement:** These Terms and Conditions and any other documents provided by DFFCU to you in connection with the Program constitute the entire agreement between DFFCU and you, and supersede all prior and contemporaneous agreements and understandings, both oral and written, between DFFCU and you with respect to the subject matter hereof. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, DFFCU 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.
- e. **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.
- f. **Governing Law:** These Terms and Conditions are to be construed in accordance with and governed by the internal laws of the State of Utah 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, DFFCU and Stable may comply with applicable clearinghouse, Federal Reserve and correspondent bank rules in processing transactions for your Program Deposits. You agree that DFFCU and Stable are not required to notify you of a change in those rules, except to the extent required by applicable law.
- g. **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 DFFCU 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.
- h. **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 DFFCU 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 not be construed against either party on the basis of that party being the drafter of such terms.