

MEMBER CONDUCT & LIMITATION OF SERVICES POLICY

Section 1: General Provisions

1. The purpose of this policy is to protect the employees, volunteers, and members of the Credit Union from members who display abusive and/or unacceptable behavior while on Credit Union premises, or when conducting business over the phone or through any other written or electronic means. To this end, this policy addresses standards of member conduct to assure the rights and protection of the Credit Union's employees, volunteers, and members.
2. The privilege of access to Credit Union services is reserved for members who are in Good Standing. Members who are not in Good Standing will be restricted from access to Credit Union services until such time as they return to good standing or may be expelled from Credit Union Membership.
3. The Credit Union's good reputation is due in large part to the loyalty, commitment and continued efforts of its employees, volunteers, and members. The Credit Union is committed to treating its employees, volunteers and members with respect and is committed to maintaining a workplace free from abusive and unacceptable conduct from any source.
4. In the event a member engages in any type of "abusive and/or unacceptable behavior" (defined below) towards a Credit Union member, employee or volunteer engaged in Credit Union business, the Board authorizes Credit Union Management to apply appropriate corrective measures against such member. This applies to any member, joint account holder or person who seeks member services whether directly or indirectly through a Credit Union account.
5. This policy also applies to any person, including but not limited to any joint account owner, who has access to Credit Union services directly or indirectly through such member.
6. This policy will be enforced equally without regard to race, color, national origin, primary language, religion, gender, sexual orientation, marital status, immigration status, disability, or age.

Section 2: Definitions

1. **"Member services"** are defined as any products or services now or hereafter provided or sponsored by the Credit Union or otherwise made available to Credit Union members in the normal course of business, which include, but are not limited to: loans, deposit accounts, ATM services, online and mobile banking services, any electronic fund transfer services and any other form of electronic access to services provided by the credit union that may be offered currently or in the future.
2. **"Good Standing"**. A member is in "good standing" with the Credit Union when the member:
 - a. Complies with the terms and conditions of the credit union Membership Agreement and any lawful obligation the member may have entered into with the Credit Union from time to time.
 - b. Maintains the required minimum share on deposit in a designated Credit Union account.
 - c. Has not manipulated or otherwise abused Credit Union services or products to the

- detriment of the Credit Union's membership as determined in management's reasonable discretion.
- d. Has not engaged in any "abusive or unacceptable behavior" as defined below or otherwise injured any person or damaged any property while on Credit Union premises, at any Credit Union function, or while on the premises of any Credit Union Service Center or to any Network Access Device, such as an ATM.
 - e. Has not caused the Credit Union to suffer a "monetary loss" as defined in Paragraph 3 below.
 - f. A member may be reinstated to "good standing" by paying back the funds that caused the Credit Union to suffer a "monetary loss" as defined in paragraph 3, where lawful to do so.
 - i. In the case of a member who has caused a "monetary loss" due to a discharge of indebtedness through a legal bankruptcy filing, or because of a decision or a defined Credit Union policy to discontinue collection activity and cancel the indebtedness, the Credit Union will consider the member reinstated to good standing 10 years after the date the bankruptcy has been discharged or 10 years after a Form 1099-A or 1099-C has been appropriately filed with the IRS.
3. A "**monetary loss**" to the Credit Union occurs when the Credit Union writes off as uncollectible any indebtedness to the Credit Union which the member owes, for whatever reason.
- a. For loans: the monetary loss is defined as the principal amount of any monies owed and written off as uncollectible. The amount of the pecuniary loss does not include interest and expenses.
 - b. For shares: monetary loss is defined as the negative balance in the share account written off as uncollectible.
4. "**Abusive behavior**" includes, but is not limited to, any of the following conduct:
- a. Any threats of or actual bodily harm or illegal activity against another member or an employee or volunteer engaged in Credit Union business.
 - b. Any form of action which may constitute harassment under the Credit Union's harassment policy. For example:
 - i. Any type of harassment, directly, indirectly, verbal, written or implied, including age, sexual, ethnic, religious affiliation or racial harassment;
 - ii. Racial or ethnic slurs, engaging in sexual conduct;
 - iii. Making sexual overtures;
 - iv. Inappropriate touching;
 - v. Making sexual flirtations, advances or propositions;
 - vi. Engaging in verbal, written or visual abuse of a sexual, racial or ethnic nature;
 - vii. Making graphic or degrading comments about an individual or his or her appearance.
 - viii. Displaying sexually suggestive objects, pictures or video content.
 - c. Fighting, kicking or other physical harm or attempted harm towards a Credit Union member, employee or volunteer engaged in Credit Union business. For example:
 - i. Engaging in offensive or abusive physical contact.
 - ii. Making false, vicious or malicious statements about any Credit Union employee or volunteer

- or the Credit Union and its services, operations, policies, practices, or management.
- d. Using profane, abusive, vulgar, intimidating, or threatening language directed towards a Credit Union member, employee or volunteer engaged in Credit Union business.
 - e. Brandishing or threatening to use firearms or weapons or any hazardous or dangerous device on Credit Union premises or at a Credit Union function.
 - f. Possession, sale, use or being under the influence of an unlawful or unauthorized substance (e.g., drugs or alcohol) on Credit Union premises or at a Credit Union function.
 - g. Attempting to coerce or interfere with a Credit Union employee or volunteer in the performance of their duties at any time.
 - h. Uncivil conduct or failure to maintain satisfactory or harmonious working relationships with other members, employees and volunteers at the Credit Union.
 - i. Conducting or attempting to conduct or engage in any fraudulent, dishonest or deceptive activity of any kind involving Credit Union employees or Credit Union services.
 - j. Any posting, defacing, or removing notices or signs on Credit Union premises, or writing on Credit Union bulletin boards without management authorization.
 - k. Appropriation or misappropriation of Credit Union funds, property or other material proprietary to the Credit Union.
 - l. Deliberate or repeated violations of security and safety regulations and policies including, but not limited to, any special Credit Union policies that comply with Federal, State, or Local government mandates that are in effect due to inclement weather, natural disasters, or communicable illnesses.

A communicable illness or disease refers to any infectious medical condition or threat to health that may spread or be transmitted in the workplace and result in an epidemic or unusual outbreak. It also includes unusual diseases and emerging disease threats. The Credit Union may choose to broaden this definition within its best interest and in accordance with information received through the Centers for Disease Control and Prevention (CDC) or other Federal, State or local governmental authority.
 - m. Any other act which endangers the safety, health, or well-being of another person or which is of sufficient magnitude that it causes disruption of business at the Credit Union.

This list is non-exhaustive and is used only as an example of types of behavior that may be viewed as “abusive” by the Credit Union.

Section 3: Actions

1. The availability of services for members who are “not in good standing” with this Credit Union will be restricted. Any or all of the following actions may be imposed against a member who is deemed to be “not in good standing”:
 - a. Denial of all services other than the right to maintain a non-dividend bearing share account and the right to vote at annual and special meetings.
 - b. Preclusion from personal contact with Credit Union employees or volunteers such that Credit Union services may be available only through written communication through the U.S. mail, ATM, online/mobile/telephone banking, telephone banking, or other remote access device designated by Credit Union Senior Management.

- c. Preclusion from access to the Credit Union premises.
 - d. Any other action deemed appropriate under the circumstances that is not precluded by NCUA Rules and Regulations, the Credit Union's Bylaws or other applicable federal or state law.
2. Any threats of bodily harm or any other illegal activity against any Credit Union employee, volunteer or other member will be reported to appropriate federal, state and/or local authorities.
3. In the case of repeated abusive behavior or an extremely abusive incident, the member may be subject to expulsion from the Credit Union at a special meeting of the members or at the next annual meeting of the membership.
4. In order to encourage the member to contact the Credit Union, in the event that we have been unable to contact the member regarding a delinquent negative deposit balance or loan payment, we may limit their access to remote, card, electronic, or automatic payment services until they contact us and/or provide us with contact information in accordance with their Agreement and/or documents. The Credit Union will attempt to warn the member in writing prior to restricting access to remote, card, electronic, or automatic payment services by notice to their e-mail address if the Credit Union has a valid e-mail address on file and the member has authorized the Credit Union to provide communications via e-mail, or their postal address if the Credit Union has a valid postal address on file.
5. These limitations will not prohibit the member from exercising their rights under federal or state law or regulation.

Section 4: Authorization

In the event any member of the Credit Union shall engage in abusive or unacceptable conduct, the Board of Directors authorizes the President/CEO or his/her designee, at their reasonable discretion, to impose sanctions against any member who engages in any type of abusive or unacceptable conduct. Such member will be provided written notice informing them of the sanctions and communication options.

Section 5: Review

The Board of Directors will receive a report by the President/CEO or his/her designee with regards to any actions taken pursuant to this policy within 30 days or by the next Board meeting.