

## LIMITATION OF SERVICES POLICY

### STATEMENT OF PURPOSE

SPIRE Credit Union (“SPIRE”) is a member-owned financial cooperative operated for the purpose of promoting thrift, providing credit at competitive rates and providing other financial services for its members. The privilege of SPIRE Credit Union (“SPIRE”) services are reserved for members who are in “good standing.” This policy shall extend to any member “not in good standing” who seeks member services directly or indirectly through a SPIRE account.

### MEMBER “NOT IN GOOD STANDING”

A member is “not in good standing” with SPIRE if any of the following apply:

1. The member fails to comply with the terms and conditions of any lawful obligation with SPIRE and causes SPIRE to suffer a financial loss.
2. The member is delinquent on any loan or other extension of credit beyond any grace period.
3. The member has an overdrawn savings or deposit account.
4. The member manipulates or otherwise uses SPIRE services or products in furtherance of an illegal purpose.
5. The member manipulates or otherwise abuses SPIRE’s services or products to the detriment of SPIRE’s membership.
6. The member engages in abusive conduct, as defined by the SPIRE Credit Union Abusive Conduct Policy.
7. The member violates SPIRE’s Social Media Public Comment & Posting Guidelines.

Member services includes any products or services now or hereafter provided by SPIRE or otherwise made available to SPIRE members. These services include, but are not limited to, loans or other extensions of credit, share accounts, ATM services, debit card services, home banking services, telephone banking service, cashier’s checks, wire transfers and other electronic banking services.

Financial loss occurs when SPIRE writes off as uncollectible any monies which the member owes to SPIRE. For loans, financial loss is defined as the principal amount owed and written off as uncollectible. For shares, financial loss is defined as the negative balance in the share account written off as uncollectible. Financial loss may also include any out-of-pocket costs or expenses incurred by SPIRE as a direct result of a member’s violation of SPIRE’s Abusive Conduct Policy, or any other SPIRE Policy, if there is a rational or logical relationship between the objectionable conduct, the costs and expenses incurred by SPIRE and the limitation of services. A financial loss shall not be attributed to a member if the loss is attributable to a case of identity theft.

SPIRE Credit Union does not discriminate against any views, but we reserve the right to delete any comment or post at any time on any of our social media channels. SPIRE is a family-friendly institution and our social media channels reflect that. A comment or post will not be edited or modified to remove unacceptable content; the entire comment or post will simply be deleted.

Therefore, a comment or post will be deleted if it contains:

- Hate speech.
- Profanity, obscenity, vulgarity, or discriminatory content.
- Nudity in profile pictures.
- Defamation to a person or people.
- Name calling and/or personal attacks.

- 
- Spam, such as the same comment posted repeatedly on a page.
  - Political campaigning or lobbying.
  - Content intended to sell a product or is off-topic.
  - Content that infringes on copyrights.
  - Content that is misleading or intending to spread false information/accusations.
  - Other content that SPIRE deems inappropriate.

All links posted as comments on SPIRE posts will be reviewed and may be deleted.

Violators of these guidelines risk being blocked from SPIRE social media channels and reported to the social media platform. The Feedback Team will have the authority to decide if a post needs to be removed. Depending on the severity of the violation SPIRE may enact additional limitations of a member's access to SPIRE products and services.

### **LIMITATION OF MEMBER SERVICES**

SPIRE may take action to limit any or all of a member's access to SPIRE products and services. If the conduct warrants limitation of services the Board delegates the decision as to the course of action we will take to the VP or SVP of Relationship & Experience, the VP of Product & Online Services, the SVP Chief Operating Officer, the SVP Chief Marketing Officer or the SVP Chief Lending and Product Officer., In cases where the credit union is at risk of incurring additional / continued financial loss or in cases of members committing fraud against the credit union the Financial Crimes & Fraud Manager or the Risk Management Director are given the authority to act. In cases where the member(s) have filed bankruptcy and a loss is anticipated for the credit union the Loan Operations Manager, the Assistant Loan Ops Manager or the Sr. Bankruptcy/Legal Specialist may take action.

In the event a SPIRE member's services are limited pursuant to this policy, the member shall continue to have the right to maintain one credit union share and the right to vote at annual or special meetings of the members.

The limitations provided in this policy shall not prohibit a member from exercising their rights under federal and state law.

### **NOTICE AND PROCEDURE**

If a member's services are limited pursuant to this policy, a letter will be sent from SPIRE to the member advising the member of the limitations and the basis for the limitation. If all of the member's services are being limited, the letter shall inform the member that the member shall continue to have the right to maintain one credit union share account and the right to vote at annual or special meetings of the members. The letter shall be sent ten calendar days before imposing said limitations. In the event of suspected or ongoing fraud, negative balance or loss, the member's account may be immediately frozen and/or terminated and then notification given.