Membership and Account Agreement

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First Tech®
federal credit union

Membership and Account Agreement

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MEMBERSHIP AND ACCOUNT AGREEMENT

Foreword

The purpose of this document is to disclose information, terms, conditions, and the various laws and regulations relating to your account(s) to help you better understand your rights and obligations as a member of First Technology Federal Credit Union.

This Membership and Account Agreement is effective for all members as of August 1, 2024. For all new members who qualified for membership between July 1, 2024 and July 31, 2024, such member shall have received and accepted notice and a summary of changes at the time of qualifications regarding the pending changes in terms to this Membership and Account Agreement.

As of August 1, 2024, this Membership and Account Agreement supersedes any conflicting terms and conditions contained in any prior versions or amendments. Throughout this agreement, the agreement is referred to as the "Account Agreement."

Throughout this Account Agreement, the words "you," "your," and "yours" mean each and all of those (whether one or more persons) who are subject to the Account Agreement as a result of signing or submitting an application and/or signature card for each respective account. The words "we," "us," or "Credit Union" mean First Technology Federal Credit Union. The words "authorized signer" mean a person who has your actual or apparent authority to transact business on your account(s), whether or not such person has signed the business application, signature card, or other documentation for your business account(s).

This Account Agreement includes general terms and conditions that apply to both consumer and business accounts, but also has specific designated provisions that only apply to consumer accounts and other designated provisions that only apply if you have business accounts. For additional terms and conditions applicable to specific products and services please see relevant documents on our Disclosures page on our website, including but not limited to, our *Overdraft Policy Disclosure*, *Funds Availability Policy*, and *Online Banking Agreement*.

Part I. Notice of Claim, Arbitration, and Waiver of Class Action

NOTICE OF CLAIM: Neither you nor the Credit Union may commence, join, or be joined to any judicial action or arbitration (as either an individual or member of a class) that arises from the other party's actions pursuant to this Account Agreement or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Account Agreement, until such party has notified the other party of such alleged breach and afforded the other party a reasonable period after the giving of such notice to take corrective action. Following such notice, you and the Credit Union agree that we shall attempt to informally settle any and all disputes arising out of, affecting, or relating to your account(s), including loans (other than real estate-secured loans), or the products or services the Credit Union has provided, will provide or has offered to provide to you, and/or any aspect of your relationship with the Credit Union (hereafter referred to as the "Claims").

If that cannot be done, then you agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision ("Arbitration Agreement"), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at www.adr.org; or, a copy of the Rules can be obtained at any Credit Union branch upon request. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS ACCOUNT AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT). This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your account(s) for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf.

1. **Selection of Arbitrator**: The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the

Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, and if you and we do not agree on a substitute forum, then you can select the forum for the resolution of the Claims.

2. **Effective Date:** Unless you opt-out in accordance with the requirements of the RIGHT TO OPT-OUT provision below, this Arbitration Agreement is effective upon the later of: (a) August 1, 2024 ; or (b) the sixty-first (61st) day after we initially provide it to you. Such effective date of this Arbitration Agreement is referred to as its "Effective Date".
3. **Claims Arising Prior to Effective Date: THIS ARBITRATION AGREEMENT APPLIES TO ALL CLAIMS THAT ARE FILED OR INITIATED AFTER THE EFFECTIVE DATE, EVEN IF THE CLAIM ARISES OUT OF, AFFECTS, OR RELATES TO CONDUCT THAT OCCURRED PRIOR TO THE EFFECTIVE DATE.** If a Claim is filed or initiated prior to the Effective Date, this Arbitration Agreement will not apply to such Claim.
4. **Arbitration Proceedings:** The arbitration shall be conducted within fifty (50) miles of your residence at the time the arbitration is commenced. Any claims and defenses that can be asserted in court can be asserted through arbitration. The arbitrator shall be entitled to award the same remedies that a court can award, including public injunctive relief. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed. The Credit Union shall pay either $500, or if the applicable law of the state governing your account limits the amount of fees and expenses to be paid by you, we will pay the amount of fees and expenses as established by this limitation, whichever is greater. However, you will be responsible for your own attorney's fees, unless you prevail on your Claim in the arbitration, in which case, we will pay your attorney's fees. However, if the Credit Union prevails, then you will not be required to pay our attorneys' fees and cost.

   Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.
5. **Class Action Waiver:** ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.
6. **Severability:** In the event that the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions will remain fully enforceable.
7. **Survival:** This Arbitration Agreement will survive termination of the Account Agreement.
8. **Right to Opt-Out:** You have the right to opt-out of this Arbitration Agreement, provided you notify the Credit Union of your intent to do so prior to the Arbitration Agreement's Effective Date. Your opt-out is only effective if you notify the Credit Union in writing at PO Box 2100, Beaverton, OR 97075-2100 within such time period prior to the Effective Date, which is a minimum of sixty (60) days in length. If you fail to opt-out prior to the Effective Date, you will be deemed to have consented to the resolution of your Claims through binding arbitration. In the event you opt out, it shall not affect other terms and conditions of your Account Agreement or your relationship with the Credit Union.
9. **Amendment/Termination:** We reserve the right to amend or terminate this Arbitration Agreement, provided that we notify you in writing at least thirty (30) days prior to such amendment or termination taking effect. Notwithstanding anything in the Account Agreement to the contrary, any amendment or termination of this Arbitration Agreement shall not apply to Claims that arise out of, affect, or relate to conduct that occurred prior to the effective date of such amendment or termination.

   FOR MORE DETAILS or if you have questions, you may call us or visit a branch. If you have questions about AAA procedures, you should check AAA's website, www.adr.org, OR call AAA at 800.778.7879.

Part II – Membership Share Account Agreement

Section 1. General Terms and Conditions Applicable to All Accounts

Subsection A - Opening and Maintaining Accounts

1. You must be and remain a member in good standing (as described in Part V below) to maintain any account and your membership with the Credit Union.

2. In order to become a member, you must (a) be an individual or entity qualifying within our field of membership and (b) open and maintain a membership share account into which you must deposit and maintain a minimum of $5 in good, valid, and settled funds to fund your member share. The par value of a member share in this Credit Union is $5. To protect your membership, we may limit access to your initial par value balance. If you fail to complete the funding of one (1) share upon your admission to membership, or if you reduce your membership share account balance below the par value of one (1) share and do not increase the balance to at least the par value of one (1) share within one (1) month of the reduction, you may be terminated from membership.

   As a benefit to using or obtaining certain products or services, the Credit Union may in its sole discretion elect to fund your member share on your behalf. In the event your member share account is closed by you or the Credit Union within 30 days of first opening such account, you agree that you forfeit to the Credit Union the value of any member share funded by the Credit Union.

   If you are the account owner of a membership share account and such account is closed, to maintain your membership status and retain the rights and privileges of a member you must establish a new membership share account to include depositing the then current par value amount of one (1) share. If you fail to establish the new membership share account in your name within thirty (30) days of the closing of the previous membership share account, you may not be able to access your membership share account(s) and you will not be able to access any available credit on a credit card, credit line, and/or other loan.

3. As required by law, the identity of each person seeking to open an account (including joint owners) must be verified, and we must maintain records of the information used to verify each person's identity. We are required to collect name, physical address, identification number, and date of birth. We may request additional information that will allow us to identify you. The law requires that we also verify the identities of certain beneficial owners or controlling parties for business accounts; you agree to provide us with any information requested regarding beneficial owners of business accounts and certify their accuracy upon request by us. We may deny membership, decline to open an account, or close an account if we are prohibited from opening or maintaining the account under applicable law or if we are unable to satisfactorily verify any account owner or beneficiary's identity.

   You will promptly notify us of any change of ownership of any business maintaining an account with us, or any change of an authorized signer. We may require a new business application or signature card for the business and documentation supporting the change of ownership or change in any authorized signer. You will cooperate with us to document any change in ownership or change of an authorized signer. We may restrict access to the account until documentation satisfactory to us is received and shall incur no liability for any such restriction.

4. In addition to providing us with your name, physical address, phone number, and date of birth, we will require you to provide us with current government-issued picture identification and a Social Security Number ("SSN") or Employer Identification Number ("EIN") (generically referred to as a "Taxpayer Identification Number" or "TIN"). We will further require you to certify (confirm) for IRS reporting purposes that the TIN matches the name and address, and indicate whether you are currently subject to backup withholding and whether you are a U.S. citizen or U.S. person. If the IRS indicates that there is a problem with the name and number provided by you for the account or otherwise notifies us, your account may become subject to backup withholding, which will require us to withhold and pay a portion of the dividends, interest or other payment to the IRS. Upon the death of the primary owner, we must be provided with the estate's or successor's TIN or we may either refuse to pay dividends earned on the account since the date of the death or withhold a portion of the dividends that have been earned on the account since the date of the death.

5. Our relationship with you concerning your account is that of debtor and creditor; no fiduciary, quasi-fiduciary, or special relationship exists between us and you.

6. We may change our bylaws and any term of this Account Agreement. This includes, without limitation, making changes to your accounts and services, the related fees, rates, balance and rate computation methods, as well as discontinuing or replacing such accounts and services at our discretion, and making changes to further clarify the terms of our products and services. We also reserve the right to amend other forms and/or disclosures provided to you in connection with your account. We can close any account if your membership in the Credit Union terminates, or for any reason specified in the *Limitation of Services and Termination of Membership Corporate Policy* adopted by the Credit Union and posted on our website, as such policy is amended or modified from time to time, by giving reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items and charges to be paid from the account. By opening and maintaining a membership share account with us, you agree that twenty-one (21) days is considered reasonable advance notice prior to account closure. However,

you also agree that reasonable notice depends on the circumstances, and in some cases (such as when we cannot verify your identity or we suspect fraud or other illegal activity), it may be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we may immediately freeze or close your account and then give you notice. At our option, we may suspend your rights to member services if you violate the terms of this Account Agreement or the provisions of the *Limitation of Services and Termination of Membership Corporate Policy* adopted by the Credit Union and posted on our website, as such policy is amended or modified from time to time. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

If we make changes to certain terms required to be disclosed under the Federal Truth in Savings Act, we will provide you thirty (30) days prior written notice.

The *Funds Availability Policy* is subject to change upon thirty (30) days written notice.

If you have an account with us through which Electronic Funds Transfers ("EFTs") are being processed, we may provide notice of a change in terms regarding the processing of or operations regarding EFTs at least twenty-one (21) days prior to the effective date of the change(s), or as otherwise provided by law.

We reserve the right to refuse to open any account, to provide any service in connection with an account, or to accept additional deposit(s) to an existing account.

7. All accounts are subject to the *Fee Schedule/Sheet*, which is incorporated by this reference. We will debit such charges against any account you own (including account(s) on which you are a joint owner), except your IRA or share certificate accounts, without prior notice to you. Only fees related to an IRA will be deducted from an IRA. If sufficient funds are not available, the charges are due immediately and, for share draft account(s), will be treated as an overdraft.
8. To the extent permitted by law, you waive any notice of non-payment, dishonor, or protest regarding any items credited to or charged against your account(s). For example, if you deposit an item and it is returned unpaid or we receive a notice of non-payment, we do not have to notify you unless required by federal regulation or other applicable law.
9. We may change your account to another product offered by us at any time by giving you notice that your account will be changed to another product on a specified date. If your account is a time deposit account, the change will not occur before the next maturity date of your account. If you do not close your account before the date specified in the notice, we may change your account to that other product on the date specified in the notice.

Subsection B - Operation of Accounts

1. Member account(s) in this Credit Union are federally insured by the National Credit Union Share Insurance Fund.
2. No account(s) (except share draft accounts) are transferable.
3. You may be required to request changes to your account(s) in writing. We are not required to act upon instructions received by facsimile, and we have the right to require additional information from you before we act on any request. We shall have no liability or responsibility to you or to your heirs, executors, assignees, or representatives when acting upon the reasonable interpretation of your requests.
4. We may refuse to follow any of your instructions, accept any deposit, or process any transaction, that in our sole judgment are illegal, fraudulent, inconsistent with our policies (or those of any of our third party processors), or would expose us to potential liability. Alternatively, we may require adequate security or invoke other security measures to protect us from all losses and expenses incurred if we follow your instructions. You agree to reimburse us for any damages, losses, liabilities, expenses, and fees (including, but not limited to, reasonable attorney's fees) that we incur in connection with your account if we take an action in accordance with your, or what purports to be your, oral, written, or electronic instructions.
5. There are many reasons why we may decline or prevent transactions to or from your account, but we generally do it to protect you or us, or to comply with legal requirements. We may decline or prevent any or all transactions to or from your account. We may refuse, freeze, reverse or delay any specific withdrawal, payment or transfer of funds to or from your account, or we may place an administrative hold on funds in your account pending investigation, including one or more of the following circumstances: (a) your account is involved in any legal or administrative proceeding; (b) we receive conflicting information or instructions regarding account ownership, control, or activity; (c) we suspect that you may be the victim of fraud, scam, or financial exploitation, even though you have authorized the transaction(s); (d) we suspect that any transaction may involve illegal activity or may be fraudulent; (e) we are complying in our sole judgement, with any federal or state law or regulation, including federal asset control and sanction rules, and

anti-money laundering rules, and/or with our policies adopted to ensure that we comply with those laws; or (f) we reasonably believe that doing so is necessary to avoid a loss or reduce risk to us. We may also limit cash deposits to, or withdrawals from, any of your accounts, or who may make deposits, in order to reduce risk and/or allow us to comply with applicable law. We will have no liability for any action we take under this section.

6. If there is a dispute between any person and/or private or government organization over your account or the funds in any of your accounts, or we are uncertain who is entitled to access an account or the funds in any of your accounts, including, but not limited to, disputes between or relating to joint owners, payees, trust account beneficiaries, business owners, association or business directors, members, or trustees, or a payable on death account, you agree that we may, without liability to you or your beneficiaries and in our sole and absolute discretion, take one or more of the following actions: (a) restrict the account and deny access to all until such time as the conflicting claims are resolved to our satisfaction; (b) close the account and send the funds to the owner or owners of the account, according to our records, at the statement mailing address; (c) interplead (that is, deposit with a court) all or any portion of the funds from an account into an appropriate court for resolution; or (d) restrict access to the account until our receipt of either written instructions as to the distribution of funds signed by all affected parties or an order from a court of proper jurisdiction authorizing or directing us to distribute the funds. We may charge your account for expenses (including attorney's fees and expenses) and fees we incur.
7. We may recognize the signature of anyone who signed an application or signature card as authorized to transact business on that account. Any payment made on your account(s) by us in good faith and in reliance on the terms and conditions of this Account Agreement, the application, and/or a signature card will be valid and discharge us from liability. You agree that any instruction to permit withdrawal only upon the signature of two or more authorized signers or agents is for your internal use and benefit only and will not be binding on us. You agree that we will not be liable for any lack of signatures so long as the instructions contain the signature of or have been authorized by at least one authorized signer. Without limitation to the foregoing, we may honor checks drawn against your account by authorized signers, even if the checks are made payable to them, to cash or for deposit to their personal accounts. We have no duty to investigate or question withdrawals or the application of funds. In addition, if we receive written notice from any account owner or authorized signer that withdrawals, in accordance with the terms of the account, should not be permitted, we may refuse, without liability, to pay any sums on deposit pending determination of the rights of the owners. Such written notice(s) will become effective only upon receipt and after we have had a reasonable opportunity to act thereon; however, our release of amounts to an account owner or authorized signer despite any inconsistent instructions from another account owner or authorized signer shall not result in liability for us.
8. If you maintain business account(s) with us, we may offer you services to assist you in mitigating the risk of fraud on your account, such as positive pay, Automated Clearing House ("ACH") fraud filters and electronic transaction authorization services. We may also recommend you implement specific fraud protection measures, as a best practice. If we expressly recommended in writing that you use a specific fraud protection service we offer, and you either: (a) fail to use the recommended fraud protection service or measure; or (b) fail to use the recommended fraud protection service or measure in a manner that is consistent with written documentation provided to you, you will be treated as having assumed the risk of any losses that could have been prevented if you had used the recommended fraud protection service or measure in accordance with applicable documentation.
9. If you maintain business account(s) with us, to the extent that you maintain insurance coverage for employee fraud and/or embezzlement, we reserve the right to require you to file a claim with your insurance company before you make any claim related to employee fraud or embezzlement against us. In such event, we will only consider your claim after we have reviewed your insurance company's decision, and our liability to you, if any, will be reduced by the amount your insurance company pays you.
10. If the name in which the account is held is fictitious, each account holder represents that one or more of the account holders have the right to use that name and have fulfilled all legal requirements for using and or doing business under that name.
11. **CROSS COLLATERALIZATION**. To the extent permitted by law, you acknowledge all collateral securing loan(s) that you have with us now and in the future, including any type of change or increase, and any proceeds from the sale of such collateral and of insurance thereon, shall also secure all loans, debts, and other obligations (including membership share accounts with a negative balance), plus any interest thereon, that you owe us. This security interest in collateral securing other loan(s) does not apply to real estate-secured loan(s).
12. You acknowledge that we may setoff against any individual and joint accounts you own with us (including matured and un-matured certificates) any obligation you owe to us at any time and for any reason as allowed by the laws governing your account.

Additionally, to secure your performance under this Account Agreement, as well as any other obligations or agreements you may have with us, you grant us a consensual lien on and security interest in any individual and joint accounts held with us to also secure such obligations. These obligations include, but are not limited to, share accounts with a negative balance, secured and unsecured debts, and any other amounts you owe individually or jointly with someone else. You hereby acknowledge that we can consider this Account Agreement as your consent to our asserting a security interest or exercising a right of setoff should any laws require your consent. The rights granted in this paragraph are in addition to and apart from any other rights, including any other security interest that you may have granted to us, any statutory lien, contractual right of setoff, or equitable right of setoff.

In addition to the equitable and contractual right to setoff and consensual lien, we also have the right to claim a federal "statutory lien" on your individual and joint accounts, which is provided for the benefit of credit unions in section 1757(11) of the Federal Credit Union Act. A "statutory lien" is one created by federal or state statute. This "statutory lien" on your account provides us with a lien on your individual and joint accounts, as well as dividends, as security to generally pay any obligation you owe us. We hereby exercise our right to this "statutory lien", and any other "statutory lien", and you hereby agree that we can enforce any "statutory lien" without providing you or any other joint account owner any prior further notice.

None of the rights provided for in this section shall apply to your account(s) if prohibited by law. You further acknowledge and agree that we may exercise any lien or setoff rights without prior notice to you or any joint account owner.

We will not be liable for the dishonor or rejection of any transaction including, but not limited to, a check or draft resulting from there being insufficient funds in your account when the dishonor or rejection occurs because we previously exercised our rights under this Account Agreement to charge and deduct amounts you owe us from your account(s). You agree to hold us harmless from any claim arising as a result of our exercise of our rights under this Account Agreement. If we choose not to immediately enforce our lien or exercise our setoff rights, we do not waive our right to do so at a later time.

Subsection C - Notifications and Records

1. You can contact us by telephone toll-free at 855.855.8805 Monday through Friday or in writing at PO Box 2100, Beaverton, OR 97075-2100 or by visiting a branch about your account(s) and services, including (but not limited to) the following:
   a. Change of Address
   b. Opt Out of Arbitration
   c. Revoke Consent to Automatic Telephone Dialing or Artificial Voice or Prerecorded Messages
   d. Lost or Stolen Checks
   e. Lost or Stolen Access Device/PIN
   f. Lost or Stolen Card
   g. Questions about Electronic Services
   h. Overdraft Opt Out
   i. Direct Deposit Confirmation or Stop Payment
   j. General Account Information / Opening and Closing Accounts
2. Except as expressly provided otherwise in this Account Agreement, we will mail, send electronically, or otherwise make available to you, your periodic statements, notices, and other information regarding your account (collectively "Account-Related Information") to the postal or electronic address of the owner as reflected in our records for your account. If there is more than one owner on your account, we may send Account-Related Information to any one of them. If your account is in a combined statement, your statement will be sent to the address associated with the membership share account in the combined statement. Mailed Account-Related Information will be deemed to have been delivered the second business day following the day it was mailed. Account-Related Information made available electronically will be deemed to have been delivered when we make it available to you.

   You will exercise reasonable care and promptness in examining your statements. You must promptly notify us of, and reimburse us for, any erroneous credit to your account. Within thirty (30) days after we mail or otherwise make statements available to you, you must notify us of any claim for credit or refund due to an error or unauthorized transaction (unless the unauthorized transaction is the result of an electronic fund transfer from a consumer account, then the provisions of the *Electronic Services Agreement and Disclosure* included at Part III of this Account Agreement will apply); however, if the transaction is an ACH credit or debit ACH to or from your business account, you understand you must notify us immediately of an unauthorized transaction. For purposes of this Account Agreement, an unauthorized transaction is a transaction that was not authorized by you. However, if you provided some-

one authorization to transact on your account, any transaction by that person is considered authorized even if he or she exceeded any authority you provided. An unauthorized transaction includes but is not limited to an erroneous or unauthorized debit. It might include a missing signature, an unauthorized signature, an alteration, or otherwise a transaction that was not authorized by you or someone you authorized.

If you fail to notify us of any error or unauthorized transaction within sixty (60) days after we send or make available the statement for the period during which the error or unauthorized transaction occurred, you understand and agree that you are precluded from asserting the error or unauthorized payment against us, even if we failed to exercise reasonable care, if: (a) we suffer a loss on the item because of your failure; or (b) we pay on another item presented by the same wrongdoer if the payment was made before you properly notified us.

3. In order for us to service your account or to collect any amounts you owe, you agree that we may from time to time make calls and/or send text messages to you at any telephone number(s) associated with your account, including wireless telephone numbers that could result in charges to you. The manner in which these calls or text messages are made to you may include, but is not limited to, the use of prerecorded/artificial voice messages and/or an automatic telephone dialing system. You further agree that, in order for us to service your account or to collect any amounts you owe, we may send emails to you at any email address you provide to us. You may revoke this consent at any time by using reasonable means to notify us.
4. Unless otherwise prohibited by the laws governing your account, if Account-Related Information documents are returned, or, in the case of online statement email notifications, the email notice is returned undeliverable, we may place a mail hold or restriction on your account. This means we may discontinue sending and may destroy Account-Related Information sent to you until you provide a valid postal or electronic address to us.
5. To provide you with the best possible service in our ongoing business relationship for your membership, accounts, products, and any other relationship you may have with us (the "Relationship"), we may need to contact you about your Relationship from time to time by telephone, text messaging, or email. However, we must first obtain your consent to contact you about your Relationship in compliance with applicable consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 ("TCPA"), Controlling the Assault of Non-Solicited Pornography And Marketing ("CAN-SPAM") Act, and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

   Your consent is limited to your Relationship, and as authorized by applicable law and regulations. With the above understandings, you authorize us to contact you regarding your Relationship throughout its existence using any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us. This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular or wireless service, a specialized mobile radio service, other radio common carrier service, or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail, and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device. Calls and messages may incur access fees from your service provider. If necessary, you may change or remove any of the telephone numbers or email addresses, or any consent given under this paragraph at any time using any reasonable means to notify us.
6. Any written notice you give to us is effective when it is actually received by us. Any written notice we give to you is effective on the date we deposit such notice in the U.S. Mail, postage prepaid, and addressed to you at your statement mailing address, or, if you have agreed to receive notices from us in an electronic format, any notice we give to you is effective on the date we make the notice available to you in electronic format.
7. Notice to any one account owner is considered notice to all owners of the account. However, we will generally provide statements and other account notices to the primary member on the account; the primary member is the account holder listed first on the application, signature card, or our system. A non-primary member may request a copy of statements at any branch, through our contact center, or through our online banking website or mobile app ("Online Banking").
8. You agree to notify us promptly of any change of address, telephone number, email address, or your name. In the event that you fail to notify us of an address change, a fee may be assessed to your account for the actual cost of a necessary locator service paid to a person or business normally engaged in providing such service and incurred in determining your address. This fee will be set forth in the *Fee Schedule/Sheet*. In addition, items returned to us because of an incorrect address may be subject to a returned mail fee. This fee will be set forth in the *Fee Schedule/Sheet*.
9. You agree to notify us immediately of the death or court-declared incompetence of any owner of your account. You agree to inform each owner of your account of the obligation to notify us of such an event as well. If you die or are declared legally incompetent, we

can continue to accept and collect items deposited to your account until we know of your death or adjudication of incompetency and have a reasonable opportunity to act.

10. You understand and agree that we must comply if we are served with any facially valid notice of garnishment or of attachment, tax levy (including without limitation, any "notice of levy"), withholding order, injunction, restraining order, search warrant, government agency request for information, forfeiture, seizure, subpoena, or other legal process relating to your account that we know or otherwise believe in good faith is valid, whether served in person, by mail, or by electronic notification, at any Credit Union branch. You authorize us not to contest any such facially valid notice of legal process and understand that we are under no obligation to notify you of the legal process unless required by applicable law and will not notify you if prohibited by law. You agree that you must contest any such legal process or our compliance with it directly with the third party issuing the legal process, and not with us. We may charge a fee, as set forth in the *Fee Schedule/Sheet*, and we may assess this fee against any account you maintain with us, including the account that is the subject of the legal process. You understand and agree that if a facially valid subpoena or legal process requires us to release information about an owner on an account, we must comply with such request and the information released pursuant to such subpoena or legal process may include information about other owners on the account, even if their information was not expressly requested by the subpoena or legal process. If we are not fully reimbursed for our record research, photocopying, and handling costs by the party that served any legal process, we may charge such costs to your account. You understand and agree that funds we hold or set aside in response to legal process will not earn dividends. You agree to indemnify, defend, and hold us harmless from all actions, claims, liabilities, losses, costs, and damages associated with our compliance with any process that we know or otherwise believe in good faith to be valid.
11. You authorize us to gather whatever credit, checking account, and employment information we consider appropriate from time to time, including obtaining your credit report for legitimate business purposes. You understand that this will assist us, for example, in determining your initial and ongoing eligibility for your account and/or in connection with making future credit opportunities available to you. You authorize us to give information concerning our experiences with you to others.
12. You acknowledge and agree that we may, at our option, create and retain electronic copies of original account records and any other records, and thereafter dispose of the originals. You further agree that electronically scanned and stored images of records will have the same effect as the original records
13. We agree to retain and furnish to you, if requested, photocopies of certain records pertaining to your account and that these records will be available to you for the time period required by law.
14. All account owners, individually for single-member accounts and jointly and severally for joint or multiple-member accounts, are liable for all transactions, changes, additions, or closure of an account or service, and for any charges, fees, losses, or liabilities incurred for any transaction, change, addition, or closure of an account or service regardless of which owner conducted or benefited from the transaction, change, addition or closure. If any owner owes us money for any reason, we may enforce our right of setoff against all funds in any account on which that person is an owner, regardless of which owner deposited the funds in the account.
15. We will maintain the confidentiality and privacy of your account information in accordance with our privacy notices and policies. We may treat all or any joint account owners, pay on death beneficiaries after the death of all account owners, successor trustees, or administrator of the estate of an individual who died while an account owner as an Owner for the purposes for accessing historical information (including statements and transaction information) about your accounts. We will disclose information to third parties about your account or transfers you make in the following circumstances:
    a. When it is necessary to complete a transaction, including an electronic transaction;
    b. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
    c. In order to comply with a government agency, court order, or any legal process;
    d. To persons authorized by law in the course of their official duties;
    e. To our employees, auditors, service providers, attorneys, collection agents, in the course of their duties;
    f. If you give us permission in writing; or
    g. As explained in our separate privacy notices and policies.

Subsection D - Closing Accounts, Disputes, and Restrictions on Services

1. We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to: (a) a claim adverse to your own interest; (b) others claiming an interest as survivors or beneficiaries of your account; or (c) a claim

arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

2. We or you may close any of your account(s) at any time. If you would like to close any of your accounts with us, you must provide us with written notice. If an account is closed, we may send the collected balance on deposit in your account less any fees, claims, setoffs, or other amounts you are responsible for, by regular mail to your most recent address shown in our records. Items presented for payment after the account is closed may be dishonored. We may require you to close your account and apply for a new account if: (a) there is a change in owners or authorized signers; (b) there has been a forgery or fraud reported or committed involving your account; (c) there is a dispute as to the ownership of the funds in your account; (d) any checks are lost or stolen; or (e) we deem it necessary in order to prevent a loss to us. If, after we close your accounts, we receive a debit or credit to your closed account, we may reopen the account to apply the credit or debit. If you owe us any unpaid amount(s) under this Account Agreement or loan with us, any credited amount is subject to any and all setoff rights under this Account Agreement and our statutory lien.
3. You understand and agree that we may terminate account products at our option without written notice to you. We may also suspend offering account products from time to time at our discretion without notice to you.
4. You agree that you will not use your account(s) or our services, including any cards we issue to you, to conduct any illegal transaction or engage in any activity that is illegal under local, state, or federal law. Restricted transactions are prohibited from being processed through your account or banking relationship with us. “Restricted transactions” are transactions involving the knowing transmittal or receipt of credit, funds, checks, instruments, or other proceeds to or from another person engaged in the business of wagering or betting in connection with unlawful internet gambling. If you do engage in an internet gambling business and open a new account with us, we will ask that you provide evidence of your legal capacity to do so.
5. You understand and agree that if you are not a member in good standing (as described in Part V below), we may limit your access to member services and products or in some instances even terminate your membership.

Subsection E - Additional General Terms

1. You agree that your telephone communications with us may be monitored and recorded to improve member service and security.
2. You agree by providing us with a telephone number, including for a cellular phone, other wireless, or digital device, you are expressly consenting to receive communications, including, but not limited to: prerecorded or artificial voice message calls, text messages/SMS, push notifications and calls made by an automatic telephone dialing system, from us and our affiliates and agents at any number you have provided to us. This consent applies to all contact numbers you provide to us, now or in the future, even if the nature of the device changes and for any purpose, such as to notify you of suspected fraud, or to service or collect amounts owed on your account(s). Calls and messages may incur access fees or other data charges from your service provider.
3. You understand that you may elect from time to time to use Credit Union or other parties’ social media tools and sources; that there is no claim of privacy or privilege regarding information you share or information discernible from such use or sharing; and the use of such information by us does not violate your privacy or other rights.
4. Our delay in enforcing any of the terms and conditions of this Account Agreement will not prohibit us from enforcing such terms and conditions at a later date. Any waiver by us shall not be deemed a waiver of other rights or of the same rights at another time. You hereby waive diligence, demand, presentment, protest, and notice of every kind, except as set forth in this Account Agreement.
5. If a disaster occurs there may be an unforeseen delay in our ability to make funds available and to process deposits or otherwise perform under this Account Agreement. In addition to natural disasters, the failure of communication or computer systems can also cause unforeseen delays.
6. An action or proceeding by you to enforce an obligation, duty, or right arising under this Account Agreement or by law with respect to your account(s) or any account service, or any other aspect of your relationship with us, must be commenced within either: (1) one year after the cause of action accrues, or (2) the minimum amount of time that can be contractually agreed to under applicable law, whichever is greater. If you have failed to examine your statement and report any unauthorized item one (1) year or more after your statement or the item has been made available to you, you cannot recover from us even if we failed to exercise ordinary care in paying the item.
7. Except as otherwise provided above in Part I, if any of the provisions of this Account Agreement are determined to be void or invalid, the remainder of the Account Agreement shall remain in full force and in effect.

8. You agree to pay our costs of collection, including reasonable attorney's fees and court costs, with regard to any check drawn on us by you or any item you deposit with us that causes us to incur a loss.
9. You acknowledge that we may be obligated to report cases of actual or suspected financial abuse of elders or dependent care adults. If we suspect such financial abuse, you understand and agree that, in addition to reporting such abuse as may be required by applicable law, we have the right to restrict access to the account, refuse to complete transactions on the account, or to take any other action(s) that we deem appropriate under the circumstance(s). You agree to indemnify and hold us harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorney's fees), arising out of or related to any action(s) or inaction(s) related to the matter(s) described in this paragraph.
10. You agree to indemnify, defend, and hold the Credit Union, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors, harmless from and against any and all claims, demands, actions, costs, losses, liability, expenses, and fees (including, without limitation reasonable attorney's fees, collection costs, skip-tracing fees, and outside services fees) which we incur by acting in accordance with this Account Agreement or as a result of your failure to abide by its terms, including but not limited to those arising from:
    a. A third party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us;
    b. Any fraud, manipulation, or other breach of this Account Agreement by you;
    c. Your violation of any law or rights of a third party; or
    d. Your provision of access to your account(s), services, or electronic services to any third party.
11. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent. This indemnification is provided without regard to whether the Credit Union's claim for indemnification is due to the use of accounts or the electronic services by you or a joint account owner or other authorized person.
12. **YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES IN ANY CLAIM OR ACTION ARISING FROM THIS ACCOUNT AGREEMENT, REGARDLESS OF WHETHER YOU HAVE ADVISED US OF THE POSSIBILITY THAT YOU MAY INCUR SUCH DAMAGES.**
13. You understand and agree that accounts and electronic services are provided "as-is." Except as otherwise provided in this Account Agreement or as required by law, the Credit Union assumes no responsibility for the timeliness, deletion, mis-delivery, or failure to store any communications, personalizations, or electronic settings. You understand and expressly agree that the use of electronic services is at your sole risk, and that any material and/or data downloaded or otherwise obtained through the use of electronic services is downloaded or obtained at your own discretion and risk, and that you will be solely responsible for any damages, including without limitation damage to your computer system or mobile device or loss of data that results from the download or the obtaining of such material and/or data.
14. Except as expressly set forth in this Account Agreement, the Credit Union disclaims all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or third party rights, regarding its services, including electronic services. The Credit Union makes no warranty or representation regarding the results that may be obtained from the use of electronic services, the accuracy or reliability of any information obtained through electronic services, the accuracy of any information retrieved by you from the accounts or that the electronic services will meet any user's requirements, be uninterrupted, timely, secure, or error free.
15. In the event of wrongful dishonor that occurs by mistake, our liability shall be limited to actual damages. The measure of damages for failure to exercise ordinary care in handling a check is the amount of the item reduced by an amount that could not have been realized by the use of ordinary care.
16. You may not assign this Account Agreement to any other party. The Credit Union may assign this Account Agreement at any time in its sole discretion. The Credit Union may also assign or delegate any of its rights and responsibilities under this Account Agreement to independent contractors or other third parties.
17. Headings in this Account Agreement are for convenience only and will not control or affect the meaning or construction of any of the provisions of this Account Agreement.

18. This Account Agreement as well as all of your membership share account(s) will be interpreted and subject to applicable federal law (including, but not limited to, federal laws and regulations applicable to the Credit Union as a federally chartered credit union) and, to the extent not preempted by such applicable federal law, the la ws of the state in which the office of the Credit Union that maintains your account is located, without resort to the state's conflicts of law rules and to the extent that state law is not inconsistent with federal law. If you were not physically present at a branch office of the Credit Union when you opened your account (for example, the account was opened by phone, through the mail, by mobile phone application, or over the Internet), your account will be governed by the laws of the state of California, unless we notify you in writing that your account has been assigned to a particular branch office, in which case the laws of that state where such branch office is located will govern your account. Except as set forth in Part I, you agree that any claim or dispute you may have against us arising from or related to this Account Agreement shall be subject to the exclusive jurisdiction of and venue in the state or federal courts located in whose laws govern this Account Agreement.
19. State law establishes procedures under which unclaimed property must be surrendered to the state. In general, the funds in your membership share account will not be considered unclaimed, if, during the period designated under state law, you have communicated with us regarding your account or conducted any activity on the account. To recover funds turned over to the state, you must file a claim with the state. Once funds are surrendered to the state, we no longer have any liability or responsibility with respect to the funds
20. We may charge a fee for inactive or dormant account(s) as set forth in the *Fee Schedule/Sheet*.

Section 2. General Terms Regarding Account Ownership, Agents, Authorized Signers, and Beneficiary Designation for All Accounts

1. These rules apply to your account(s) depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We may also refuse to open an account or add an additional owner or beneficiary for any reason, or otherwise refuse to do business with an individual. We make no representations as to the appropriateness or effect of the ownership and beneficiary designation, except as they determine to whom we pay the account funds. You may open an account either by yourself, referred to as an "individual account," or with another person or persons, referred to as a "multiple-party account" or a "joint account."
2. We may rely solely on our records to determine the form of ownership of your account. We may presume that any person named in addition to you in our records for your account owns the funds in your account with you as a joint owner, unless our records indicate that the person has some other relationship to the account. Ownership for all accounts will be established and determined by the most recent application, signature card, or other document(s) evidencing such account(s). A different form of ownership may be established by executing a new application or signature card and a new account number may be assigned.
3. If you want to change your account in any way, you must properly complete any additional forms provided by us, which shall not be effective until delivered to and accepted by us. We are authorized to rely solely on the documentation we have in our possession. On behalf of yourself, your authorized signers, beneficiaries, and your heirs, you hereby agree to indemnify us and hold us harmless from any and all liability upon our reliance on such documentation.
4. The word "owner(s)" on an application or signature card or in this Account Agreement means the owner in the case of an individual account, and it means the owners (both as an individual and as a group) in the case of a multiple-party account.
5. **Individual Account:** An individual account is an account owned by you alone, which you as the account owner use during your lifetime.
6. **Joint Account:** A joint account is an account owned by two or more persons. All joint owners agree with each other and with us that all sums now paid in or hereafter paid in by any one or all account owner(s), including all dividends thereon, if any, are and will be owned by all account owner(s) jointly and equally regardless of their net contributions with a right of survivorship and will be subject to withdrawal or receipt by any of the account owner(s) or the survivor(s) of any of the account owner(s). A right of survivorship arising from the express terms of a joint account cannot be changed by a will. We are not obligated to inquire as to the source of funds received for deposit to a joint account or to inquire as to the proposed use of any sums withdrawn from the account for the purpose of establishing net contributions.

   Being a joint owner of a member's account does not constitute Credit Union membership for the joint owner. Joint owners may be non-members. However, any non-member joint owner who uses an account, requests or uses a service, and signs an application or signature card, agrees to the terms, responsibilities, and accompanying liabilities of this Account Agreement.

Unless otherwise agreed in writing between you and us, each joint owner, individually and without the consent of any other joint owner, may, and hereby is authorized by every other joint owner, to conduct any transaction permitted under this Agreement, including without limitation: (1) to withdraw all or any part of the account funds; (2) to pledge the account funds as collateral to us for any obligation, whether that of one or more joint owners; (3) to endorse and deposit checks and other items payable to any joint owner; (4) to give stop payment orders on any check or item, whether drawn by that joint owner, or not; and (5) to close the account, with the disbursement of account proceeds as instructed by the joint owner. While any owner may change, add, or close a joint account and/or a service acting alone, we may require all joint owners to consent in writing to the addition or removal of any owner to or from the account. All owners agree that we have no duty to notify the owners of the account of any transaction, change, addition, or closure of an account or service by any owner acting alone.

All account owners, jointly and severally, are liable for all transactions, changes, additions, or closure of an account or service, and for any charges, fees, losses, or liabilities incurred for any transaction, change, addition, or closure of an account or service regardless of which owner conducted or benefited from the transaction, change, addition, or closure. If any owner owes us money for any reason, we may enforce our right of setoff against all funds in any account on which that person is an owner, regardless of which owner deposited the funds in the account.

7. **Payable-on-Death Designation:** A payable-on-death (POD) account designation is an instruction to the Credit Union that an account so designated is payable to the owner or owners during their lifetime, and upon the death of the last account owner, payable first to us to the extent of any outstanding matured or unmatured debts owed to us by you, and second, to your designated POD payee(s). If the account is a joint account, all sums are payable to one or more account owner(s) during their lives and on the death of all of them, first to us to the extent of any outstanding matured or unmatured debts owed to us by any of you, and second, to one or more POD payees then surviving. Accounts payable to more than one surviving beneficiary are owned jointly by such beneficiaries without rights of survivorship and disbursement will be made in equal shares to each of the beneficiaries. Any POD designation will not apply to Individual Retirement Accounts ("IRA"s) which will be governed by a separate beneficiary designation. The Credit Union does not have any obligation whatsoever to notify any beneficiary of the existence of any account or the vesting of the beneficiary's interest in any account. You understand that it is your responsibility (and not ours) to inform any person or organization that he, she, or it is a POD beneficiary on your account(s). If a POD beneficiary on the account dies before you, it is your responsibility to notify us and change the account accordingly.
8. **Community Property Account:** A community property account designation is an instruction to the Credit Union that the account is the community property of the named parties, who are married or registered domestic partners. Ownership of such account during the named parties' lifetime and after the death of any of them is determined by the law applicable to community property generally and may be affected by a will.
9. **Tenancy in Common Account:** An account with a tenancy in common designation is in the name of two or more individual owners without survivorship. Each tenant in common has complete and separate access to the funds and withdrawal rights, and each authorizes the other(s) to endorse for deposit any item payable to the tenant in common. Until we receive notice of the death of any tenant in common and have reasonable time to act upon such notice, any tenant in common will have complete withdrawal rights to the entire account balance. Each tenant in common reserves the right to change the ownership of the account to the extent of that owner's withdrawal rights. The balance of the account is owned in equal shares between all tenants in common. In the event of death of a tenant in common and upon our receipt of notice of such death, we may pay the decedent's share, subject to our right of setoff and security interest in the account, to the estate of the decedent. If more than one tenant in common survives the death of another tenant in common, such survivors remain as tenants in common between them. The surviving tenant(s) in common's share in the account balance will be at the disposal of the surviving tenant(s) in common.
10. **Rights at Death.**
    a. **Individual Account Without Payable-on-Death Designation:** Upon your death, the funds in the account will go to your estate and can be claimed by your legal representative or claimant subject to the terms of this Account Agreement. You understand that it is your responsibility (and not ours) to inform your legal representative(s) about your account(s) with us.
    b. **Individual Account with Payable-on-Death Designation:** Upon your death, the POD beneficiary will be entitled to the funds in the account (subject to the terms of this Account Agreement) upon proof of your death and the POD beneficiary's identification. If you designate more than one POD beneficiary on the account, each will be entitled to his or her (or its) equal share of the funds in the account, which will be determined by dividing the amount of the funds in the account by the number of POD beneficiaries designated on the account, and will own those funds without right of survivorship.

c. **Joint Account without Payable-on-Death Designation:** When one owner dies, his or her interest in the account and the funds in the account are owned by the surviving owner or owners of the account, subject to the terms of this Account Agreement. Upon the death of the final owner the funds in the account belong to that owner's estate and can be claimed by that owner's legal representative or claimant subject to the terms of this Account Agreement. You understand that it is your responsibility (and not ours) to inform your legal representative(s) about your account(s) with us.

d. **Joint Account with Payable-on-Death Designation:** Upon the final owner's death, the POD beneficiary will be entitled to the funds in the account (subject to the terms of this Account Agreement) upon proof of death and the POD beneficiary's identification. If you designate more than one POD beneficiary on the account, each will be entitled to his or her (or its) equal share of the funds in the account, which will be determined by dividing the amount of the funds in the account by the number of POD beneficiaries designated on the account, and will own those funds without right of survivorship.

For joint accounts, a surviving owner's ownership interest is subject to the Credit Union's right of setoff for the deceased owner's obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

11. **Power Of Attorney:** If you choose to appoint an attorney-in-fact or agent to act on your behalf pursuant to a power of attorney ("POA"), we may rely on instructions provided by the attorney-in-fact or agent and will have no liability or responsibility to verify the transactions. The POA must be properly executed, facially valid under applicable law, and the form of appointment must be acceptable to us. In accordance with the terms of the POA, the attorney-in-fact or agent you designate to act on your behalf will be authorized to transact business on your account(s) pursuant to the terms of such POA.

Notwithstanding the foregoing, we reserve the right to contact you as the principal under the POA, to verify your intent, prior to acting under the authority of the POA. You further agree that unless prohibited by law, we may refuse, with or without cause, to accept or otherwise act under a POA, which you grant to others.

If we choose to accept the POA, you understand and agree that we may act under the terms of such POA and to the extent permitted by law, revocation of the POA will not become effective until we have received written notification thereof and have a reasonable opportunity to act upon it. You agree to indemnify and hold us harmless for any claims that may arise against us because of our reliance on a POA.

We may require you to provide us with a notarized affidavit of non-termination confirming your power as an attorney-in-fact prior to opening the account or making changes to the account.

We are not liable for any transactions by an attorney-in-fact or agent for a deceased or incompetent account owner, unless we have written notice provided in accordance with applicable law that you, as the principal under the POA are deceased, have revoked the powers of the attorney-in-fact or agent, or you are adjudicated totally or partially incapacitated by a court of competent jurisdiction, and we have had time to act on that notice.

12. **Authorized Signers on Business Accounts:** We may rely solely on our records to determine the form of ownership of your business account, as well as the authorized signers on the account. Ownership for all business accounts will be established and determined by the most recent business application, signature card, or other document(s) evidencing such account(s).

Each authorized signer on a business account must be at least eighteen (18) years of age. Each authorized signer on a business account is duly authorized to act individually and without the consent of any other authorized signer with respect to the account(s) and we are authorized to act on all matters relating to the account(s) upon the order of any individual authorized signer until we receive written instructions to the contrary from an authorized representative (as defined on the business application or signature card). You certify that any signatures appearing on the Business Account Application are the genuine signatures of said authorized persons. You agree that any instruction to permit withdrawal only upon the signature of two or more authorized signers or agents is for your internal use and benefit only and will not be binding on us. You agree that we will not be liable for any lack of signatures so long as the instructions contain the signature of or have been authorized by at least one authorized signer. Any payment made from your business account in good faith and reliance on the terms and conditions of this Account Agreement and the business application shall be valid and discharge us from liability. Without limiting the foregoing, we may honor checks drawn against your account by authorized signers, even if the checks are made payable to them, to cash, or for deposit to their personal accounts. We have no duty to investigate or question withdrawals or the application of funds.

We may continue to recognize an authorized signer's authority until we have received and have had a reasonable time to act upon your written modification or revocation of it. You are responsible for ensuring that each authorized signer is provided a copy of this Account Agreement and is familiar with it. Unless you have instructed the Credit Union in writing to the contrary, the Credit Union

may consider communications about your business account from an authorized signer on your account as communications from you. You agree to notify the Credit Union immediately in writing if any authorized signer's authority has been terminated.

You agree to be responsible to us for the actions of authorized signers on your business account. This means that you are responsible for familiarizing authorized signers with all of the terms of this Account Agreement. You are responsible for monitoring your business account(s), supervising employees and other persons authorized to conduct business on your account(s), reviewing all statements and other information we send you regarding your account(s), and immediately reporting to us any suspicious activity.

If you want to change your business account in any way, you must properly complete any additional forms provided by us, which shall not be effective until delivered to and accepted by us. We are authorized to rely solely on the documentation we have in our possession. On behalf of yourself, your agents, successors, and assigns, you hereby agree to indemnify us and hold us harmless from any and all liability upon our reliance on such documentation.

13. **Terms and Conditions Applicable to Trust Accounts:** You may open an account to hold the funds of your trust and be named as trustee on our Fiduciary Account Application. A person named as a trustee on the Fiduciary Account Application has the same rights, responsibilities, and liabilities as an owner of an account under this Account Agreement to open, change, add, or close an account or service. Each trustee understands that any trustee acting alone may change, add, or close the account and/or a service, and that his or her signature on the Fiduciary Account Application or continued use of an account or service confirms his or her agreement to any later change, addition, or closure of an account and/or service by any other trustee on the account. While any trustee may change, add, or close the account and/or a service acting alone, we may require all trustees to consent in writing to the addition or removal of any trustee to or from the account. All trustees agree that we have no duty to notify the trustees of the account of any transaction, change, addition, or closure of an account or service by any trustee acting alone.
    a. Trustee(s) affirm that the successor trustee(s) are bound under the terms of the trust which may be evidenced by written documentation (the "Trust Instrument") to serve, and are authorized and fully qualified to act as trustee(s) in the event that all of the trustee(s) named in the signature card or Fiduciary Account Application resign, die, become incapacitated, or otherwise become unable to act as trustee(s) of the Trust. The signature card or Fiduciary Account Application will not be approved unless successor trustee(s) are designated.
    b. We may require you to provide us with a notarized trust certification confirming your power as a trustee prior to opening the account or making changes to the account. You also agree to give us reasonable notice of changes affecting the trust account or Trust Instrument.
    c. We are not required to know, understand, interpret, or enforce the terms of your Trust Instrument. The Credit Union is not required to keep any Trust Instrument in its files and is not liable for the contents of a Trust Instrument. THE CREDIT UNION HAS NOT REQUESTED OR RECEIVED A COPY OF THE TRUST INSTRUMENT AND SHALL IN NO EVENT BE LIABLE FOR ITS CONTENTS.
    d. You acknowledge that the account is governed by the applicable terms and conditions set forth in this Account Agreement and by the terms and conditions set forth in the Fiduciary Account Application that you will be asked to sign when the account is opened.
14. **Terms and Conditions Applicable to Fiduciary Accounts:**
    a. Account(s) may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. This account may be opened and maintained by a person or persons named as a trustee under a Written Trust Agreement or as an executor, administrator, conservator, or guardian under court orders. By the authority vested in you as a fiduciary, you, acting individually or jointly, are authorized and empowered to transact business of any character in connection with this account. Your authority will continue in force until written notice to the contrary is received by us and we have had reasonable time to act.
    b. If the account is opened as a court-ordered blocked account, you understand and agree that you will file with the court appropriate documentation confirming an agreement with us that the funds in the account, including any dividends, may not be withdrawn or pledged except upon court order.
    c. Funds in a fiduciary account may not be pledged as security for any loan(s).
15. **Terms and Conditions Applicable to All Sole Proprietorship Accounts:**
    a. You affirm that you are the sole proprietor of the sole proprietorship named on the business application or signature card. We may pay out funds with your signature, or the signature of any other signers designated by you. We may accept and/or endorse checks made payable to you or to the sole proprietorship named on the business application or business signature card that we receive for deposit.

b. You may pledge any or all of the funds on deposit in the account as collateral security to any loan(s) with us subject to then current loan policies.

16. **Terms and Conditions Applicable to All Corporate, Partnership, Limited Liability Company, and Unincorporated Association (Club) Accounts:**

a. The persons named on the business application or business signature card duly authorized to make the certifications contained therein certify that at a regularly held meeting the person(s) named were elected or appointed officers of said corporation or organization, or are duly acting partners of said partnership, or are duly acting managers of said limited liability company, or are otherwise duly authorized to act on behalf of such entity or organization, and that by virtue of the authority vested in them by the constitution, bylaws, partnership agreement, or operating agreement of such organization or otherwise, any one (1) of the signatories, as named on the business application or business signature card, is authorized and empowered to transact business of any character whatsoever in connection with the account. You certify that the signature(s) appearing on the business application or business signature card are the genuine signature(s) of said authorized person(s), and that their authority shall continue in force until we receive written notice to the contrary.

b. Any authorized persons may pledge any or all of the funds on deposit in the account as collateral security to any loan(s) subject to our then-current loan policies. A pledge of share(s) shall be binding on all account owners, authorized signers, the corporation, organization, partnership, limited liability company, or other entity.

17. **Terms and Conditions Applicable to All Custodial Accounts:**

a. The transferor/custodian is opening an account as custodian for the minor named on the Fiduciary Account Application or signature card for account under the Uniform Transfers to Minors Act ("UTMA"). The transfer of money to the minor named on the application or signature card, which transfer will be deemed to include all dividends and any future deposits or other additions thereto, is irrevocable and is made in accordance with and to include all provisions of the Uniform Transfers to Minors Act now in effect or hereinafter amended.

b. You acknowledge that by signing the Fiduciary Account Application or signature card, you have received the funds deposited to the account as custodian for the minor named therein under the UTMA and you agree to the applicable terms and conditions set forth in this Account Agreement as well as the terms and conditions of the Fiduciary Account Application or signature card. You acknowledge and agree that neither the donor of the funds nor the custodian is entitled to the use or benefit of the funds, except for the benefit of the minor as allowed by the UTMA. You also acknowledge and agree that we have no duty whatsoever to monitor or ensure that the acts of the custodian (or successor custodian) are for the minor's benefit.

c. For this type of account, the minor's Social Security Number/Tax Identification Number is used for the Backup Withholding Certification.

d. Funds in an account under the Uniform Transfers to Minors Act may not be pledged as security for any loan(s).

e. The successor custodian named on the Fiduciary Account Application or signature card will serve if you should be unable to act as custodian because you resign, die, or become legally incapacitated.

f. Custodial accounts are not subject to the Multiple-Party Accounts law.

g. You, as custodian, agree to indemnify and hold us harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorney's fees) we may suffer or incur arising out of any action or claim by any beneficiary with respect to the authority or actions taken by you in handling or dealing with the account.

h. Upon the minor reaching the age of eighteen (18), or other age stipulated in any applicable documents or court order, you, as custodian, have the responsibility of transferring the money in the account to the minor or to the minor's estate and closing the account. You agree to indemnify and hold us harmless for any failure to transfer the money in the account to the minor or the minor's estate upon the minor reaching the age of eighteen (18) or other age stipulated in an any applicable court order.

Section 3. General Terms Regarding Access, Transactions, Withdrawals, and Deposits to All Accounts

You may make deposit(s) to or withdrawal(s) from your account(s) only in accordance with Credit Union policy.

Subsection A - Withdrawals

1. You understand and agree that we have the right to restrict the amount of cash each member may transfer or withdraw in a twenty-four (24)-hour period.

2. We reserve the right to require you to give not less than seven (7) and up to sixty (60) days written notice of your intention to withdraw funds from any account except share draft accounts.
3. For the safety of both staff and members, the Credit Union does not keep large amounts of cash at branch locations. Arrangements for large cash withdrawals may be made with the Branch Manager at the branch location of our choice. Large cash withdrawal requests may require up to fourteen (14) business days advance notice to process. You understand and agree that you will be responsible for all fees that may be assessed by a third party on the Credit Union in connection with your request (e.g., cash delivery charges). In addition, you may be asked to sign a form releasing us from any liability.
4. If you open a Health Savings Account ("HSA") with us, we will provide you the terms and conditions applicable to the account in our HSA Agreement. You acknowledge and agree that it is your sole responsibility to ensure withdrawals or distributions from an HSA are consistent with applicable law, including federal tax law, and the HSA Agreement, as it is not our responsibility to monitor your transactions on the HSA for conformity with applicable law or the HSA Agreement. If we issue checks or an HSA debit card to you for the HSA, you must ensure that you do not use such checks or debit card for purposes other than payment of or reimbursement for qualified medical expenses as required by applicable law. We recommend you consult a qualified tax professional if you have any questions regarding transacting on and managing your HSA.

Subsection B - Deposits

1. You authorize us to accept deposits to your account at any time, from any party, made in any manner, without questioning the authority of the person making the deposit, and to give cash back to any authorized signer(s) or designated agent on any check payable to any one or more of the account owners, whether or not it is endorsed by you. The Credit Union reserves the right, however, to refuse to accept all or any part of any deposit.
2. We are not responsible for delays in a deposit due to improper identification on the deposit envelope or improper keying of your transaction. Information accompanying a deposit should include your name, your account number, and where you want your deposit to go.
3. You understand and agree that it is our policy not to accept for deposit checks payable to anyone other than an Owner on the account (third party checks).
4. All deposits are subject to verification. You agree that if our count differs from yours, our determination of the amount of a deposit will be considered the correct one.
5. Deposits will be made available for withdrawal by you or to cover other payments in accordance with the *Funds Availability Policy*.
6. You agree that we will not be responsible for any damages you incur in the event you deposit an item with us which is subsequently returned unpaid by the paying bank and that return is "late" due to markings on the back of the item caused by you or a prior endorser.
7. All payees listed on a check must sign the check that is deposited or cashed, and must be a joint owner on the account, present a valid government-issued identification or have their endorsements guaranteed by another financial institution. All multiple party checks without proper identification are subject to being returned. Notwithstanding the foregoing, you authorize us, in our discretion, to accept checks and other items for deposit into any of your accounts (collectively, "item") if they are made payable to, or to the order of, any one or more joint owners on the account, whether or not they are endorsed by all payees. You authorize us to supply missing endorsements of any account owners on any item that we take for collection, payment, or deposit to your account (which we may supply in our sole discretion). You also authorize us to collect any unendorsed item that is made payable to you without first supplying your endorsement, provided the item was deposited to your account. If you deposit items which bear the endorsement of more than one person or persons that are not known to us or that require endorsement of more than one payee, we may refuse the item or require all endorsers to be present, have valid identification, or to have their endorsements guaranteed before we accept the item.
8. You understand and agree that we use automated means to process checks and other items written on or deposited to your account. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in the Magnetic Ink Character Recognition ("MICR") line at the bottom of the check or item which contains your account number, amount of check and check number. Although we may manually review checks or other items drawn on your account, you understand and agree reasonable commercial standards do not require us to do so. Our use of automated means to process checks and other items prevents us from inspecting or looking for special instructions or "restrictive legends" on checks (e.g., "Void after 6 months," "Void over $50," "Payment in Full,"

and the like), whether on the front or back, in any form or format. For this reason, we are not required to honor any restrictive legend placed on checks you write unless we have agreed in writing to the restrictions. If you cash or deposit an item or write a check with such notation, you agree that it applies only between you and the payee or maker. The notation will have no effect on us, and you agree to accept responsibility for payment of the item. You agree to indemnify and hold us harmless from any claim or alleged loss of any maker or payee involving such notations, whether you are the maker or payee or the funds are otherwise deposited into an account in which you have an interest.

9. We may refuse to accept for deposit or collection an item that is payable in currency other than U.S. dollars or an item that is not drawn on a financial institution chartered in the U.S. (each, a "non-U.S. item"). If we accept a non-U.S. item for deposit or collection, you accept all risks associated with foreign currency fluctuation (exchange rate risk) and with any late return of the item. You agree that we may use our current buying and selling rate, as applicable when processing a non-U.S. item and may charge a fee as outlined in the *Fee Schedule/Sheet*. In addition, you agree we may recover from any account you maintain with us any loss incurred by us as a result of our processing such an item for you. We reserve the right to place longer holds on non-U.S. items than the time frames specified in the *Funds Availability Policy*.
10. We have the right to charge back to or otherwise debit any account you maintain with us for any deposited item that is returned (and to reverse or recover any associated dividends that may have accrued or been paid), even if you have made withdrawals against it. This right of charge back or debit is not affected by the expiration of any applicable midnight deadline, provided we do not have actual knowledge that such deadline has expired or, having such knowledge, we conclude that: (a) the deposited item is returned in accordance with the laws governing your account or rule (including a clearing house rule); and/or (b) we have received a breach of warranty claim in connection with the deposited item.
11. We have the right to pursue collection of such deposited item, even to the extent of allowing the payor bank to hold the deposited item beyond the midnight deadline in an attempt to recover payment. We may, without notice to you, redeposit a returned deposited item and represent it for payment by any means (including electronic means), unless we have received instructions from you not to redeposit such deposited item. We will have no liability for taking or failing to take any action to recover payment of a returned deposited item.
12. If one of your deposited items is returned with a claim that there is a breach of warranty (for example, a claim that it bears a forged endorsement or is altered in any way), we may debit your account for the amount of the item and pay the amount to the claiming party. We are under no duty to question the truth of the facts that are being asserted, to assess the timeliness of the claim, or to assert any defense.
13. We need not give you any prior notification of our actions with respect to the claim. We may create substitute checks from your deposited items to facilitate the forward collection of such items. You agree to indemnify and hold us harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorney's fees) arising out of or in any way connected with such substitute check, including without limitation, any claim based on the image quality of such substitute check.
14. We may rely on the account number on any instrument, deposit slip, or similar record we receive from you, even if that account number is associated with a name that is different from the name you have provided. It is not our responsibility to detect any inconsistency between the account number you provide and the name. If you make a deposit, we may provide a receipt, but the amount on your deposit receipt is based entirely on the deposit slip you complete. We may confirm the funds you deposit and, after review, may adjust your account for any errors including any errors on your deposit slip. We may not adjust your account unless you notify us of the discrepancy within one (1) year of the date of your periodic statement that reflects the deposit. If you do not notify us of the error during this notice period, the deposit amount will be considered final. This means that the actual amount deposited was less than the amount stated on the deposit receipt, the difference will become your property, and if the actual amount deposited was more than the amount stated on the deposit receipt, the difference will become our property.
15. In processing items you have deposited to your account, we act only as a collecting agent and we do not assume any responsibility beyond the exercise of ordinary care. Any deposit that we accept and credit to your account is provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to charge your account for the amount of the deposit. In addition, to the extent permitted under applicable law, if an item initially deposited to your account or cashed for you was initially paid by the payor bank but is later returned to us due to alleged fraud or forgery, alteration, unauthorized or missing endorsement, counterfeit item, or any other such allegation justifying reversal of credit, we reserve the right to charge back to your account any such item. Further, in the event a federal or state government agency requests reimbursement of any payment or portion thereof deposited to

your account, you authorize us to deduct the requested amount from the account or any other account you maintain with us. We are not responsible for any deposit sent by mail or made at an unstaffed facility (for example, an automated teller machine that is not at a branch) until we actually receive the deposited item or money e.g., received and accepted by staff, received via electronic transmission, delivered to a designated lockbox (although we recommend you not send cash for deposit by mail); you should check your statement to ensure we received the deposited item. We are not liable for the negligence or default of any third party we use for the collection of items, including responsibility for lost items. You agree to indemnify and hold us harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorney's fees) arising out of or relating to an item placed for collection.

Subsection C – Checks and Other Items or Access Devices

1. You acknowledge that we do not sell checks. As a convenience to you, we will submit your initial check order and any reorders for personalized checks ordered through us to our approved check vendor. If the check vendor accepts the initial order and any re-orders, the check vendor will mail the checks either directly to you or to you in care of us. You authorize us to charge your share draft account for the cost of checks ordered through us, plus applicable sales tax and shipping costs at the fee set forth in the *Fee Schedule/Sheet*. You are responsible for verifying the accuracy of all information shown on your checks, whether you order them through us or elsewhere. You agree to imprint only those names of authorized owners on your checks. If you have not ordered checks through our approved check vendor, we are not responsible for the quality of any check copy that you request. In addition, we are not responsible for any checks not paid as a result of quality or printing errors.
2. We may provide you with temporary checks that include the exact MICR line, including routing number and account number, necessary for the proper processing of your checks. You are responsible for ensuring that any checks you use to draw on your account include this same MICR encoding. You understand that it is your responsibility to ensure that checks you order from any third party printer are printed in accordance with applicable standards set by the American National Standards Institute ("ANSI") for font, paper, toner, and positioning. You understand that if checks you write do not have the correct routing number, they may not be properly posted, and that if any other part of the encoding is incorrect, posting of the checks may be delayed. If you fail to include proper MICR encoding on your checks and this results in any such check being manually processed by us, then you may pay a fee as set forth in the *Fee Schedule/Sheet*.
3. We may pay and charge to your applicable account checks or other debit items ("items") drawn by and payable to any person, organization, association or corporation whom you have authorized by providing sample MICR encoded information identifying your account, provided there are sufficient funds in your account to pay such items. You agree that our rights in respect to such items will be the same as if it were an item drawn and signed by you personally. This authority will remain in effect until revoked by you in writing (to us and to the agency to whom the sample MICR writing was provided) and we have had a reasonable opportunity to act on it. You agree that we will be fully protected in honoring such items. You further agree that if any such item is dishonored, whether with or without cause, and whether intentional or inadvertent, we will have no liability whatsoever, even though such dishonor results in the forfeiture of insurance, or other loss or damage to you of any kind.
4. You, or any joint owner on the account, may request a stop payment of any check payable against your account, provided your request is timely and affords us a reasonable opportunity to act upon it under our rules. You may request a stop payment through our Online Banking system, or you may ask us orally by phone or visiting a branch. Your stop payment request must include the account number, check number, exact amount, check date, and name of payee. This information must be exact because stop payment orders are processed using automated means. We will not be liable for paying a check over a stop payment request if the request is incomplete or incorrect. A stop payment fee will be assessed for each stop payment as set forth in the *Fee Schedule/Sheet*. If you make a stop payment request orally by phone or visiting a branch, the request will be valid for only fourteen (14) days thereafter unless confirmed in writing. Written requests will be valid no longer than six (6) months, but may be renewed for additional six (6) month periods by written notice given during the time that the stop payment order is in effect. We are not obligated to notify you when a stop payment order will or has expired. You have the burden of establishing the fact and amount of loss resulting from payment contrary to a binding stop payment request. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order. You agree to indemnify, defend, and hold us harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorney's fees) arising out of or relating to our action in stopping payment of any check pursuant to your request.
5. We are not liable if we pay a check that you have requested us to stop payment on as long as we act in good faith and exercise ordinary care. In any event, any damages that we might otherwise be liable for shall not exceed the amount of the involved check. If we

do pay a check for which you have requested stop payment and as a result any other item is returned unpaid by us due to nonsufficient funds ("NSF return item" or "return item"), we are not liable for any consequences resulting from such action.

6. Your death or incompetence will not revoke our authority to accept, pay, or collect a check or to account for proceeds of its collection until we know of the fact of death or adjudication of incompetence and have a reasonable opportunity to act on it. Even with knowledge, we may for ten (10) days after the date of death or incapacity, pay or guarantee checks drawn on or prior to that date unless ordered in writing to stop payment by a person claiming an interest in the account under rules established by us. We must be notified if you or any joint owner of your membership share account dies or becomes incapacitated.
7. We are neither given notice, or otherwise affected by, a restrictive endorsement of any person or entity except our immediate transferor.
8. "Remotely created checks" are created when an account holder authorizes a payee to draw a check on the account, but instead of the account holder's actual signature, the check identifies that the account holder authorized the check. If you deposit a remotely created check, you guarantee it was authorized by the account holder for payment in the amount it shows. You must also maintain proof of such authorization for a period of at least two (2) years after the date of authorization and provide us such proof of authorization upon request. You will also be liable for the amount of the remotely created check if it is returned, regardless of when it is returned.
9. If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant to us that no person will be asked to make payment on the substitute check, original check, or paper or electronic representation of the substitute check or original check, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check for a period of at least sixty (60) days. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Federal Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.
10. We may pay a check bearing any form of facsimile or computer-generated signature. If you use a facsimile or computer-generated signature, or if you authorize us to accept any such signature, you will be solely responsible for any check bearing a similar signature, regardless of your negligence or whether the signature was the same one you previously used.
11. If we have paid a check under circumstances giving you a basis for objection, we shall be subrogated to the rights of: (a) Any holder in due course on the check against the drawer or maker; (b) The payee or any other holder of the check against the drawer or maker, either on the item or under the transaction out of which the item arose; and (c) The drawer or maker against the payee or any other holder of the check with respect to the transaction out of which the check arose.
12. You authorize us to accept and pay any check without regard to the date of the check. You understand that post-dating a check will have no effect on whether or not it is honored prior to or after the date of any such check. In addition, we are under no obligation to pay a check which is presented more than six (6) months after its date (a stale-dated check). You agree that we are not required to identify post-dated or stale-dated checks or seek your permission to pay them. We may pay or refuse to pay any post-dated or stale-dated check or other item presented for payment on your account without any liability.
13. All checks written on your account must be drawn in U.S. dollars.
14. Our measure of damages for failure to exercise ordinary care in handling a check will not exceed the amount of the item.
15. You will notify us immediately if your checks are lost or stolen. You agree that you will be responsible for losses caused by a delay in your notification to us.
16. It is your responsibility to protect the account number(s) and electronic access device(s) (e.g., a debit card) we provide you for your account(s). You agree not to disclose your account number(s) to anyone unless you are willing to give them full use of your money. If you disclose your account number(s) or provide your access device to another person (a family member or friend, for example) in connection with granting authority to that person to conduct funds transfers, and that person then exceeds that authority, you are liable for the transfer(s) unless we have been notified that transfer(s) by that person are no longer authorized.

    Your account number can also be used to electronically withdraw money from your account. For example, if you provide your account number to an online merchant to purchase a service or merchandise, funds can be electronically withdrawn from your account.

You must also take precautions in safeguarding your blank checks, which contain your account number and often other personal information. Notify us AT ONCE if you believe your checks have been lost or stolen. We are not responsible for any loss or damage which results from your negligence, including without limitation, your failure to adequately safeguard your blank checks or other personal information or means of access to your account.

17. The federal law dealing with funds availability requires the financial institution's endorsement area on the back of a check be kept clear or unobstructed. This rule is designed to prevent unnecessary delays in processing your deposits as well as to promote speedier returns of dishonored checks. Only the 1½-inch space from the "trailing edge" (the left edge of the check when it is facing you) can be used by you for endorsements or any other markings. Endorsements must be made in blue or black ink, so that they are readable by automated check processing equipment. It is important that you confine the endorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed endorsements and information.
18. In the event that you draw a check on your share draft account or loan account with us, you are responsible for any delay or misrouting of the check caused by markings placed on the check by you that obscure any depository endorsements placed by us or our agent and you agree to hold us harmless and indemnify us from any liability due to such delay or misrouting.
19. Access to your account(s) through electronic means or cards is dictated by the provisions related to electronic funds transfers contained in Part III.
20. You should carefully review the *Funds Availability Policy* for information as to when different types of deposits will be made available for withdrawal. You can inquire as to funds availability for deposits made that are not subject to the *Funds Availability Policy.*

Subsection D - Corrections, Disputes, and Additional Terms Regarding Transactions

1. If a deposit or other credit is made in error to your account that you are not entitled to (whether by check, cash, ACH transfer, wire transfer or otherwise), you understand that we may debit your account for the amount of the erroneous deposit, and may do so without notice to you, regardless of when the original deposit took place. If you withdraw any or all of the funds erroneously deposited to your account, you agree that you are obligated to reimburse us for the amount of the erroneous deposit or credit, and any costs and fees as stated in this Agreement and the *Fee Schedule/Sheet*. Your withdrawal of erroneously deposited funds may result in an overdraft of your account.
2. You agree to pay our costs of collection, including reasonable attorney's fees and court costs, with regard to any check drawn on us by you or any item you deposit with us that causes us to incur a loss.
3. You agree that if a depositor (e.g., a government agency) demands we return any sums directly deposited to your account during the month of or after the death of any account holder on your account, we must honor such a demand and may debit your account for all amounts returned to the depositor.
4. We agree to investigate any transaction you have reported to us as unauthorized (a "claim of unauthorized transaction"). Unless the unauthorized transaction is the result of an electronic funds transfer from a consumer account (in which case the provisions of the *Electronic Services Agreement and Disclosure* included at Part III of this Account Agreement will apply), you agree to: (a) submit your claim of unauthorized transaction in writing to us by completing a declaration under penalty of perjury describing your claim of unauthorized transaction (in an affidavit form approved by us, if so requested); (b) file a police report; (c) complete and return to us any documents requested of you; and (d) in all respects, cooperate fully with us in our investigation of your claim of unauthorized transaction.
5. We reserve the right to reverse any credit made to your account if you fail to sign such documents, cooperate fully with our investigation of your claim of unauthorized transaction or if we determine that the transaction that gave rise to your claim of unauthorized transaction was proper.
6. You understand and agree that you are not permitted to place a stop payment on a cashier's, teller, or certified check unless such check is lost, stolen, or destroyed. In the event that a cashier's, teller or certified check is lost, stolen or destroyed, in order to effectuate a stop payment, you must execute and deliver to us a written Declaration of Loss and Claim for Reimbursement ("Declaration of Loss") and/or affidavit in a form acceptable to us and in time for us to have a reasonable time to act on it. You further understand and agree that the Declaration of Loss is not immediately enforceable upon your submission. Specifically, you understand and agree that we will not process your stop payment request until the later of (1) the time the Declaration of Loss form is properly delivered to us by you, or (2) the ninetieth (90th) day following the date of the cashier's, teller or certified check. We may, however, in our sole and

absolute discretion, process your stop payment request sooner. You agree to indemnify and hold us harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorney's fees) arising out of or relating to our attempt to, or stopping payment on, such cashier's, teller or certified check.

Section 4. Payment of Dividends

1. The frequency and conditions upon which dividends are paid on all accounts are in accordance with the Bylaws of this Credit Union, the Federal Credit Union Act, and relevant laws and regulations. Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period. Please see the *Truth-in-Savings Disclosure* applicable to your account(s) for additional terms related to payment of dividends, balance computation, and other related information, the *Rate Sheet* for current rates, and the *Fee Schedule/Sheet* for applicable fees. You may also obtain current rate information by calling the Credit Union toll-free at 855.855.8805 or visiting the website.
2. We may change the dividend rates for accounts as determined by the Credit Union's Board of Directors. Current rate information is set forth in the *Rate Sheet*.

Section 5. Terms and Conditions Applicable to all Share Draft Accounts

1. Funds in share draft accounts may not be pledged as security for any loan(s).
2. We may, at our discretion, pay funds from this account, without obligation or liability for refusal to pay:
   a. When such payment would draw the account below the minimum balance for the account we establish from time to time.
   b. If drawn by means not authorized in advance by us.
   c. Against checks or electronic debits presented over six (6) months past their issue dates.
3. All share draft accounts are truncated checking accounts. Check copies are not returned with statements. Both sides of checks are imaged and stored for seven (7) years from date of posting. Upon request, we will provide you with a photocopy of a requested item within a reasonable time. A check copy fee will be assessed for each check copy as set forth in the *Fee Schedule/Sheet*.

Section 6. Substitute Checks and Your Rights

1. **Substitute Checks and Your Rights.** To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks". These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states; "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

   Some or all of the checks that you receive back from us may be substitute checks. This notice describes the rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.
2. **What are Your Rights Regarding Substitute Checks?** In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, a return item fee).

   The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to dividends on the amount of your refund if your account is dividend-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

   If you use this procedure, you may receive up to the lesser of the amount of the substitute check or $2,500 of your refund, plus dividends if your account earns dividends, if we are unable to determine the validity of the claim within ten (10) business days after we receive your claim. Unless we determine that your claim is not valid, we will refund to your account any remaining amount of your loss, up to the amount of the substitute check, plus dividends if your account earns dividends, no later than forty-fifth (45th) calendar day after we received your claim. We may reverse the refund (including any dividends on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.
3. **How Do You Make a Claim for a Refund?** If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at First Technology Federal Credit Union, PO Box 2100, Beaverton,

OR 97075-2100 or call us toll-free at 855.855.8805. You must contact us within forty (40) calendar days of the date we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We may at our sole discretion extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

a. A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);

b. An estimate of the amount of your loss;

c. An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and

d. A copy of the substitute checks or the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, date of deposit, and the amount of the check.

Part III – Electronic Fund Transfers ("EFTs")

This Part III of the Account Agreement sets forth the terms and conditions governing electronic fund transfers. EFTs are electronically initiated transfers of money involving a membership share account at the Credit Union and multiple access options, such as online account access, direct deposits, ATMs, debit card and Automated Telephone Banking. Your acceptance, retention, or use of an ATM card, debit card, Personal Identification Number ("PIN") or other EFT hereunder constitutes an agreement between us and you to be bound by the additional terms and conditions contained in this Part III. Where not in conflict with the terms of this Part III, the general terms and conditions elsewhere in this Account Agreement, or such other agreements under which electronic services may be provided remain in full force and effect and continue to be applicable, except as specifically modified by this Part III.

These disclosures are given by us to inform you of certain terms and conditions for use of the electronic services described in this Account Agreement. With regard to EFTs debiting or crediting a consumer account, this Part III is provided in compliance with the Electronic Fund Transfer Act (15 USC § 1693 et seq.) and Regulation E (12 CFR Part 1005). However, EFTs debiting or crediting a business account are not subject to the requirements of the Electronic Fund Transfer Act or Regulation E. Consequently, some of the provisions in this Part III will specify whether they apply only to consumer account(s) or business account(s); if no such specification is stated for a particular provision, in this Part III it will apply to both consumer accounts and business accounts.

At the present time, we offer the following electronic services:

1. Preauthorized deposits of net paycheck;
2. Payroll deductions;
3. Preauthorized deposits of pension checks and federal recurring payments (for example, Social Security payments);
4. Preauthorized withdrawals for bill payments and other recurring payments;
5. Automated Teller Machine (ATM) EFT services at Credit Union-owned (proprietary) ATMs, at non-proprietary ATMs, and on Shared Network ATMs such as the CO-OP Network, STAR and Plus, and such other systems as may be added from time to time;
6. Automated Telephone Banking;
7. Online Banking. Including mobile app;
8. Bill Payment Service;
9. Debit Card POS Transactions;
10. Electronic Check Transactions; and
11. Transactions at a Point-of-Sale (POS) terminal whether or not an access device is used.

General disclosures applicable to all electronic services offered by us is given below, with certain specific disclosure information for each service following in separate sections.

Section 1. General Disclosures Applicable to All Electronic Services

1. The terms and conditions applicable to certain EFT services we provide to you will be provided to you separately as part of your enrollment in those services; these include our Online Banking, Bill Payment, and Zelle® Network User Agreement disclosures provided to you at the time you enroll in the service or before the first EFT is made involving your account.

2. "Card" means the ATM card and debit card. "Access Code" means a password or identification number used to access your account(s) or EFTs. "PIN" means a personal identification number; you may be issued a PIN for access to your card(s) or any other EFT service, such as Automated Telephone Banking.
3. Your use of the electronic services is subject to our approval.
4. **Business Day Disclosure:** Our business days are Monday through Friday, except federal holidays. Our business hours, branch hours and holiday schedules may be obtained through our website at https://www.firsttechfed.com or by contacting us at 855.855.8805. Our proprietary ATMs are generally available twenty-four (24) hours a day, seven (7) days a week, with minor interruptions for system maintenance or technical difficulties. Automated Telephone Banking, Online Banking and Bill Payment are generally available for your convenience twenty-four (24) hours a day, seven (7) days a week, with minor interruptions for system maintenance or technical difficulties, including those of the internet service provider and internet software.
5. **Right to Receive Documentation of Transactions:**
   a. **Terminal Transfers:** In most cases, you will receive a receipt at the time you make any transfer to or from your account using an ATM or when you make a purchase using a POS terminal. You should retain this receipt to compare with your statement from us. However, a receipt may not be provided for transfers of $15.00 or less.
   b. **Periodic Statements:** You will receive a monthly account statement for each month in which an EFT is made (but at least a quarterly statement if no transfers are made). You agree to immediately review each periodic statement mailed or otherwise made available to you to ensure that each and every transaction has been authorized by you. Your failure to promptly report any allegedly unauthorized transaction may result in future allegedly unauthorized transactions to be considered authorized.
6. **In Case of Errors or Questions about Your Electronic Services Transactions on a Consumer Account: This paragraph 6 only applies to consumer accounts.** In case of errors or questions about your electronic services transactions on a consumer account, notify us immediately by telephone toll-free at 855.855.8805 or writing to us at First Technology Federal Credit Union, PO Box 2100, Beaverton, OR 97075-2100. If you think your periodic statement or receipt is wrong or if you need more information about a transaction listed on your periodic statement or receipt, you can also contact us as provided above. We must hear from you no later than sixty (60) days after we send you the first (1st) periodic statement on which the problem or error appeared. You must:
   a. Tell us your name and account number;
   b. Describe the error or the transaction you are unsure about and explain, as clearly as you can, why you believe it is an error or why you need more information; and
   c. Tell us the dollar amount of the suspected error.

   If you tell us orally by phone or visiting a branch, we may require that you send us your complaint or question in writing within ten (10) business days.

   We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation, and within two (2) business days of the provisional crediting will notify you of the amount and date of the provisional crediting. If we ask you to put your complaint in writing and we do not receive it within ten (10) business days, we may not credit your account.

   For errors involving new accounts, Point-of-Sale, or transactions initiated outside of the United States, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to provisionally credit your account for the amount you think is in error. Your account is considered a "new account" for the first thirty (30) days after the first deposit is made, unless you already have an established account with us which has been open for at least thirty (30) days before this account is opened.

   We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. If we provisionally credited your account, we will reverse the provisional credit and notify you of the date we reversed the credit and the amount of the debit. You may ask for copies of the documents that we used in our investigation.
7. **Your Liability for Unauthorized Transactions on a Consumer Account and Advisability of Prompt Reporting: This paragraph 7 only applies to consumer accounts.** You are responsible for all transfers you authorize using the electronic services described in this Account Agreement. If you permit other persons to use your card, PIN(s), and/or Access Code, you are responsible for any

transactions that person authorizes or conducts on any of your accounts, even if that person exceeds your authority. However, you must tell us IMMEDIATELY if you believe your card, PIN(s), and/or Access Code have been lost or stolen or if you believe that an EFT has been made without your permission using information from your check. Telephoning is the best way of minimizing your possible losses. A written notification to us should follow your telephone call. You could lose all the money in your account (plus any available credit for any line of credit used for Overdraft Protection, if you have any linked). However, if you believe your card, PIN(s), and/or Access Code have been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than $50.00 if someone used your card, PIN(s), and/or Access Code to access your account without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card, PIN(s), and/or Access Code and we can prove we could have stopped someone from using your card, PIN(s), and/or Access Code without your permission if you had told us, you could lose as much as $500.00.

Also, if your statement shows transfers that you did not make, including those made by card, PIN, or other means, you must tell us IMMEDIATELY. If you do NOT tell us within sixty (60) days after the statement was sent, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If you can document that a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time period.

8. **Additional Mastercard® Zero Liability Protection:** You will not be liable for unauthorized transactions using your Mastercard® consumer or business debit card if: (a) you can demonstrate you have used reasonable care in protecting your card from loss or theft; and (b) you promptly reported the loss or theft to us upon becoming aware of the loss or theft.
9. **How to Notify the Credit Union in the Event of an Unauthorized Transaction:** If you believe your card(s), PIN(s), or Access Code(s) have been lost or stolen or that someone will or may use it to transfer money from your account(s) without your permission, you must notify us by telephone toll-free at 855.855.8805 or in writing at First Technology Credit Union, PO Box 2100 Beaverton, OR 97075-2100 or call the number listed on your card or periodic statement.

   You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.
10. **Our Liability for Failure to Make or Complete Electronic Fund Transfers:** If we do not properly complete an EFT to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses and damages. However, there are some exceptions. We will not be liable, for instance, if:
    a. Circumstances beyond our control (such as fire, flood, earthquake, electrical failure, malfunction of central data processing facility, etc.) prevent the transaction, despite reasonable precautions that we have taken;
    b. Delays in processing and/or payment are caused by third party software and/or services;
    c. Through no fault of ours, you do not have enough money in your account (or sufficient collected funds) to complete the transaction(s);
    d. The funds in your account are subject to an uncollected funds hold, legal process, or other circumstances restricting such transaction or payment;
    e. We received incorrect or incomplete information from you or from third parties (e.g., the U.S. Treasury, an ACH, or a terminal owner);
    f. The ATM or network system was not working properly, and you knew about this breakdown when you started the transaction;
    g. The ATM where you were conducting the transaction did not have enough cash or cash in the denominations you requested;
    h. Your card, PIN, or Access Code you provide is incorrect or incomplete, has been reported lost or stolen, has expired, is damaged so that the mechanical device cannot read the encoding strip or chip, is inactive due to non-use, is retained by us due to your misuse or suspected fraudulent activities, is retained by us at your request, or your card, PIN, or Access Code has been repeatedly entered incorrectly;
    i. The transaction would exceed an unused line of credit limit or other account transaction limits;
    j. Our failure to complete the transaction or the placement of a block on your account is done to protect the security of your account and/or the electronic terminal system;

k. You make an error in keying your deposit at an ATM or through the Online Banking system (and if you make such error, we are not responsible for returned checks, forfeited dividends, and other consequences which may result);

l. The payee mishandles or delays a payment sent by the Bill Payment Service;

m. You have not provided our Bill Payment Service provider with the correct names, phone numbers, or account information for those persons or entities to whom you wish to direct payment; or

n. Any transaction is prohibited by law, regulation, court order, or would be considered illegal activity.

There may be other exceptions not specifically mentioned above.

Provided that none of the foregoing exceptions to the service performance obligations are applicable, if we cause an incorrect amount of funds to be debited from your account, or caused funds from your account to be transferred to a person or entity which does not comply with your bill payment instructions, we will be responsible for returning the improperly transferred funds to your account and for directing to the proper recipient any previously misdirected bill payments or transfers.

THE FORGOING CONSTITUTES OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT WILL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF ANY EQUIPMENT, SOFTWARE, AND/OR SERVICE.

11. **PIN and Access Code Use and Security:** You understand that you cannot use your ATM card, debit card or other electronic transactions contemplated hereunder without the applicable PIN or Access Code. You are responsible for the safekeeping of your PIN(s) or Access Code provided by us or selected by you and for all transactions by use of a PIN or Access Code. Your use of a PIN or Access Code is your authorization to us to withdraw funds from your share savings account or share draft account to cover such transactions. Your PIN(s) and Access Code are confidential and should not be disclosed to third parties or recorded. You will notify us immediately and send written confirmation if your PINs or Access Code are disclosed to anyone other than the joint owner of your account. You understand and agree that you must change the PIN or Access Code immediately to prevent transactions on your account(s) if anyone not authorized by you has access to the PIN or Access Code. If you disclose your PIN(s) or Access Code to anyone, however, you understand that you have given them access to your account(s) and you are responsible for any such transaction. If you authorize anyone to use your PIN or Access Code in any manner that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your PIN or Access Code immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your PIN or Access Code is changed.

12. **Card Safety Precautions:** YOU MUST KEEP YOUR CARD IN A SAFE PLACE AND PERMIT NO UNAUTHORIZED PERSON TO USE IT. YOU MUST NOT DISCLOSE YOUR ATM PIN TO ANY UNAUTHORIZED PERSON OR WRITE IT ON YOUR CARD, CARRY IT IN YOUR WALLET OR PURSE, OR OTHERWISE MAKE IT AVAILABLE TO ANYONE ELSE; YOU WILL IMMEDIATELY REPORT ANY LOSS OR THEFT OF YOUR CARD. IF YOU AUTHORIZE US TO ISSUE A CARD (OR ANY OTHER ACCESS DEVICE) TO ANYONE ELSE, YOU AUTHORIZE THAT INDIVIDUAL TO WITHDRAW FUNDS FROM YOUR ACCOUNT(S) WHICH CAN BE ACCESSED BY THE CARD REGARDLESS OF WHETHER THAT INDIVIDUAL IS AUTHORIZED TO WITHDRAW MONEY FROM THE ACCOUNT BY ANY MEANS OTHER THAN BY USE OF THE CARD.

13. All transactions affected by use of Electronic Check Transactions, cards, or other electronic transaction contemplated hereunder which would otherwise require your actual signature, or other authorization, will be valid and effective as if actually signed by you when accomplished by use of an Electronic Check Transaction, the card(s) and/or PIN(s), or as otherwise authorized under this Account Agreement.

14. **Fees for EFTs:** All fees associated with your EFTs are disclosed in the *Fee Schedule/Sheet*. Any fees charged will be deducted from your share draft or share savings account. The Credit Union reserves the right to increase or add new fees at a future date after we give you notice of such fees as required by law.

15. If you have been issued an additional card for a joint owner, co-owner, or authorized user or authorized signer on your account, any applicable transaction fees outlined in the *Fee Schedule/Sheet* will be based on combined transactions. Withdrawals from more than one account or additional withdrawals from the same account during a single access will be counted as multiple withdrawals. Generally, transaction fees will be charged to your account within two (2) business days from the day they are incurred. The fee may not be recorded on the transaction receipt produced by the ATM, but it will be itemized on your monthly statement.

16. If you use an ATM that is not operated by us (a "non-proprietary ATM"), you may be subject to additional fee(s) imposed by another financial institution, merchant, and/or by an automated transfer network. You may be charged a fee for a balance inquiry even if you do not complete a funds transfer. This practice is known as "surcharging" and is in addition to any ATM fees charged by us.
17. The Credit Union may also charge fees as disclosed in the *Fee Schedule/Sheet* for each transaction you perform at non-proprietary ATMs; for example, if you withdraw money at a non-proprietary ATM, you may be charged a fee. Such fees would only apply to some products and are subject to limitations as disclosed in the *Fee Schedule/Sheet*.
18. **Termination or Suspension of Electronic Services.** You may, by written request, terminate any of the electronic services provided for in this Account Agreement. Termination by any one account owner will be binding on all account owners and we are not required to notify other account owners of the termination; however, if you ask us to terminate your account or the use of any electronic service, you will remain liable for subsequent transactions performed by any other party to your account. Termination of electronic service(s) does not terminate your account(s) or agreement(s) with us and will not affect your authorization for transfers and payments made prior to termination. Upon termination of electronic service(s), the Credit Union will endeavor to cancel any applicable account transactions you have previously authorized, provided that the Credit Union makes no guarantee that it will be able to do so. You will be solely responsible for any fees that apply to any such cancellation.

    We reserve the right to terminate your access to the electronic services, in whole or in part, at any time and for any reason. In addition, electronic services may be suspended, without advance notice, if there are insufficient funds in any one of your accounts or if any of your accounts are not in good standing (as defined in Part V below). After suspension, electronic services may be reinstated, at our discretion, once there are sufficient funds in your account(s) to cover any fees and other transfers and debits.

Section 2: Additional Disclosures Applicable to ATM Cards and Debit Cards

The disclosures in this section apply to the use of your card to conduct EFTs, including, but not limited to, use of the card at ATMs and POS terminals. By use of your card at a participating POS terminal, you authorize us to make withdrawals from your designated account for cash advances and/or purchases. Access to ATMs is through the use of a card and a PIN.

1. **Ownership of Card:** The card remains our property, and you agree to surrender the card to us upon demand. We may cancel, modify, or restrict the use of any card upon proper notice or pursuant to the Limitation of Services provisions in Part V. We may also cancel, modify, or restrict the use of any card without prior notice if: (a) any of your accounts have a negative balance that is not paid immediately; (b) you use your card in a manner which may cause a loss to us; (c) your account is inactive; (d) any mail sent to your address is returned to us as undeliverable; (e) any email sent to you by us is returned as undeliverable; (f) your account has one (1) or more NSF return items or transactions; (g) we are aware that you have violated any term of this Account Agreement, whether or not we suffer a loss; or (h) where necessary to maintain or restore the security of your account(s) or the POS system. We also reserve the right to recall the card through retrieval by any of the ATMs.
2. **ATM Transactions:** The following transactions are available when using an ATM card, debit card, or HSA debit card and the PIN at ATMs:
    a. Deposits to your share savings account(s) and share draft account(s) using an ATM card, debit card, and HSA card;
    b. Withdrawals from your share draft account(s) and share savings account(s) using an ATM card or debit card;
    c. Transfer funds between your share draft account(s) and share savings account(s) using an ATM or debit card;
    d. Get information about your share draft or share savings account balances with an ATM card, debit card, or HSA debit card;
    e. Transfer funds from your personal line of credit to your share draft account(s) or share savings account(s) using an ATM or debit card.

    Some of the above transactions may not be available at all terminals.
3. **Limitations on Frequency and Dollar Amounts of Transactions:** For security reasons, in the event your card or PIN is lost or stolen, there are limits on the dollar amount of transactions you can make at a POS terminal or ATM.
4. **Safety Tips for Using an ATM or POS Terminal:** When using your card, you should observe the following precautions:
    a. Be aware of your surroundings, particularly at night;
    b. Consider having someone accompany you when using the ATM or POS terminal after dark;
    c. Have your card ready in your hand as you approach the ATM, rather than waiting to get to the ATM or POS terminal to take it out of your purse or wallet;

d. Be careful that no one can see you enter your PIN, by using your other hand or body to shield the ATM/POS terminal keyboard as you enter your PIN;

e. Put away cash as soon as the transaction is completed, do not display it, and do not count the cash until later in the safety of your vehicle or home;

f. If you notice anything suspicious when approaching the ATM, defer the transaction until later or use another ATM or POS terminal;

g. If you notice anything suspicious while transacting business, immediately cancel the transaction and put your card away;

h. Visually inspect the ATM for possible skimming devices. Potential indicators can include sticky residue or evidence of an adhesive used by criminals to affix the device, scratches, damaged or crooked pieces, loose or extra attachments on the card slot, or noticeable resistance when pressing the keyboard;

i. To keep your account information confidential, always take your receipts or transaction records with you; and

j. Immediately report all crimes to the ATM or POS terminal operator and local law enforcement officials.

5. **Right to Receive Documentation of Transactions:** Generally, you will receive a receipt at the time you make an ATM transaction. You should retain this receipt and compare it with your statement.

6. **Making Electronic Funds Transfers:** You agree to follow the instructions posted or otherwise given by us or the network ATM systems concerning the use of the ATMs.

7. **Funds Availability:** You understand and agree that we accept deposits at an ATM subject to verification and collection by us and such deposits may only be credited or withdrawn in accordance with the *Funds Availability Policy*.

Subsection A - Foreign Transactions and Charges

1. If you effect a transaction with your debit card in a currency other than U.S. dollars, Mastercard ® will convert the charge into a U.S. dollar amount. The conversion to U.S. dollars will be made in accordance with Mastercard® operating regulations for international transactions. In the event that an international transaction is converted to U.S. dollars, the exchange rate between the transaction currency and the billing currency used for processing international transactions will be: (a) a rate selected by Mastercard® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard® itself receives; or (b) the government-mandated rate for the applicable central processing date. The processing date on which the exchange rate is applied may differ from the date you used your debit card or the date the transaction posted to your account. When a credit to the account does not fully offset a charge to the account due to changes in the rate, you are responsible for the difference.

   Mastercard® charges us a Currency Conversion Assessment of twenty (20) basis points (0.2% of the transaction amount) for performing the currency conversion. In addition, Mastercard® charges us an Issuer Cross-Border Assessment of ninety (90) basis points (0.9% of the transaction amount) on all cross-border transactions, regardless of whether there is a currency conversion. A cross-border transaction is a transaction processed through the Global Clearing Management System or the Mastercard® Debit Switch in which the country of the merchant is different than the country of the cardholder; for example, if you initiate a debit card transaction over the Internet while here in the United States but the merchant's country or the merchant processor's country is outside the United States, this transaction will be considered a cross-border transaction. The fee we charge you for international transactions and currency conversion are disclosed on the *Fee Schedule/Sheet*.

Subsection B - Additional Disclosures Applicable to Point-Of-Sale Transactions

1. You may not stop payment on a completed electronic Point-of-Sale ("POS") transaction debiting your account.

2. **Types of Available Transactions and Limits on Transactions:** By use of your card with your PIN or signature at a participating POS terminal, you authorize us to make withdrawals from your share draft account for cash advances and/or purchases.

3. **Account Access at a POS Terminal:** ATM, debit, and HSA Debit Card(s) may be used to access your share draft accounts from any merchant location that accepts the Mastercard® debit card, to purchase goods or services in person, online, or by telephone. You may use your card to withdraw cash from your share draft account by way of a cash advance from merchants, financial institutions, or others who honor the card. You understand that your card is not a credit card and does not provide "credit."

4. **Limitations on Frequency and Dollar Amounts of ATM, Debit Card, and HSA Debit Card Transactions:** You may make cash advances and purchases only to the extent that you have available funds in your share draft account subject to applicable daily limitations on POS ATM card, debit card, and HSA debit card transactions.
5. **Limitations on Debit Card Transactions:** The merchant may be required to obtain an authorization from us for any transaction over a certain dollar amount. The available balance in your account will be reduced by the amount of any transaction for which the merchant receives authorization from us, even if we have not yet received or processed the documentation evidencing the transaction. When the transaction has cleared through us, any hold placed on your account for the amount of the transaction will be released and your account will be debited for the amount of the transaction. We are not responsible if we do not authorize or if we dishonor other POS, ATM, or check transactions drawn on your account while a hold is placed on your account.
6. **Right to Receive Documentation:** Generally, you will receive a receipt from the merchant or financial institution at the time you make a purchase or obtain a cash advance from your share draft or regular share savings account. You should retain these receipts to compare with your statement.
7. **Card Claims and Transaction Questions:** When you authorize other parties to debit your account, you are responsible for these transactions. Thus, you may have to contact these parties directly if you have questions or complaints about your transactions. Any claims concerning property or services purchased with your card must be resolved by you directly with the merchant or seller who accepted the card. We will not be able to help you because we only have the information received from the other party. Any claim or defense that you assert will not relieve you of your obligation to pay us the total amount of the sales slip. You are not permitted to stop payment on any purchase made through the use of your card.
8. **Debit Card Purchase Returns and Adjustments:** Any refund to you by a merchant or seller of goods or services may be made on a credit voucher signed by you and submitted to us by the merchant or seller, or through a cash refund. If a refund is made by credit voucher, the amount of your credit will be indicated on your share draft account statement.
9. **Use of Debit Card:** The use of your debit card shall be through PIN activation or your signature. You agree that all transactions made with your authorized PIN or signature utilization are made by you, and you accept all financial liability for such transactions. You also agree to sign your signature in the space provided on your debit card for additional security and protection. You agree to keep your PIN protected as required under this Part III.
10. **Transaction Fees:** Merchants and institutions other than the Credit Union may charge transaction fees for your transactions with them. These fees will be included in the amount of the transaction as it appears on your statement.

Section 3: Additional Disclosures Applicable to Electronic Check Transactions

If you have authorized a one-time transfer of funds from your account via ACH where you have provided a paper check or check information to a merchant or other payee in person, by telephone, or via the Internet, to capture the routing, account, and serial numbers to electronically initiate the transfer (an "Electronic Check Transaction"), the following applies to you:

1. **Types of Available Transactions:** You may authorize a merchant or other payee to make a one-time Electronic Check Transaction from your share draft account using information from your check to (1) pay for purchases or (2) pay bills. You may also authorize a merchant or other payee to debit your share draft account for returned check fees or returned debit entry fees.
2. You may make such a payment via ACH where you have provided a paper check to enable the merchant or other payee to capture the routing, account, and serial numbers to initiate the transfer, whether the check is blank, partially completed, or fully completed and signed; whether the check is presented at POS or is mailed to a merchant or other payee or lockbox and later converted to an EFT; whether the check is retained by the consumer, the merchant, other payee, or the payee's financial institution; or you have provided the merchant or payee with the routing, account, and serial numbers by telephone or via the Internet to make a payment or a purchase.
3. **Account Access:** Electronic Check Transactions may only be made from your share draft account.
4. **Limitations on Dollar Amounts of Transactions:** You may make Electronic Check Transactions only to the extent that you have available funds in your share draft account.

Section 4: Additional Disclosures Applicable to ACH Transactions

1. Account Access: You may use our ACH services to make one-time and recurring ACH deposits and payments. If you schedule your preauthorized payment due date to occur on a non-business day, it will be sent out on the next business day.

2. Types of Transactions: You may use our ACH services to perform the following transactions:
   a. Make a deposit to your share savings or share draft account;
   b. Pay bills directly from your share savings or share draft account in the amounts and on the day, you request;
   c. Make loan payments;
   d. Authorize a merchant or other payee to make a one-time electronic payment from your share draft account using information from your check to pay bills or pay for purchases; and
   e. Authorize a merchant or other payee to debit your share draft account for returned check fees or returned debit entry fees.

   All payments and deposits are subject to later verification by us.
3. **Direct Deposit:** If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us toll-free at 855.855.8805 to find out whether or not the deposit has been made. For accounts that can only be accessed by preauthorized or direct deposits, we will provide a periodic statement to you at least monthly.
4. **Right to Stop Payment and Procedure for Doing So:** You can place a stop payment on a recurring payment through our Online Banking system, by writing to us at PO Box 2100, Beaverton, OR 97075-2100 or you may ask us verbally by phone toll-free at 855.855.8805 or visiting a branch at least three (3) business days or more before the next payment from your account is scheduled to be made. If you call and tell us verbally by phone or visiting a branch, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call or the stop payment order will cease to be binding. We will charge you a fee for each stop payment order you give as set forth in the *Fee Schedule/Sheet*.

   If you stop payment on a preauthorized payment from your account and that payment is a recurring debit, the stop payment applies only to that particular payment. You are not revoking authorization for the third party to receive the recurring payment. If you have requested to cancel the entire preauthorized payment authorization, you understand and agree that you must also contact the third party to cancel (revoke) the entire preauthorized payment authorization and provide us with a copy of your written revocation notice to the third party.
5. **Initial Authorization:** You can get copies of the preauthorized payment documentation from the payee at the time you give them the initial authorization.
6. **Notice of Varying Amounts:** If recurring payments vary in amount, the payee is required to tell you the amount and date of the next payment at least ten (10) days before the payment due date. You may choose to get this notice from your payee only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
7. **Our Liability for a Failure to Stop Payment:** If you place a stop payment order three (3) or more business days or more before the transfer is scheduled, and we still pay, we will be liable for your losses or damages.

Section 5: Additional Disclosures Applicable to Automated Telephone Banking Transactions

1. **Account Access:** You may use our Automated Telephone Banking services to access your account(s) using your Access Code.
2. **Types of Transactions:** you may use our Automated Telephone Banking services to perform the following transactions:
   a. Review account and loan balance and transaction information, including checks cleared by number, dividends, and loan interest amounts, last payment on a loan and payment due date information;
   b. Transfer funds between your share draft, share savings, and credit card and line of credit accounts, including making loan payments and taking line of credit advances to share draft or share savings accounts;
   c. Withdraw funds from your share draft or share savings account(s) by check, made payable to you and mailed to you at your mailing address of record; and
   d. Other transactions as offered and permitted in the future.
3. Automated Telephone Banking Service Limitations: Automated Telephone Banking requires use of touchtone and is generally available seven (7) days a week, twenty-four (24) hours a day, subject to interruption due to scheduled maintenance, technical issues, or for security reasons.

Part IV – Funds Transfer Agreement and Notice

1. This Funds Transfer Agreement and Notice ("Funds Transfer Agreement") contains several notices which the Credit Union is required to provide to you and establishes other terms of agreement which will apply to all funds transfers which involve you and the Credit Union, as governed by the applicable Uniform Commercial Code and federal Regulation J, Subpart B. Using the Credit Union to send or receive funds transfers shall constitute your acceptance of all of the terms and conditions contained in this Funds Transfer Agreement.

   To the extent that the terms contained in this Funds Transfer Agreement are different than those in any other agreement or terms of account, this Funds Transfer Agreement shall control and be deemed to modify such other agreements or terms of account. If any part of this Funds Transfer Agreement is invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

2. This Funds Transfer Agreement applies to Funds Transfer as defined in the Article 4A of the applicable Uniform Commercial Code and Subpart B of Regulation J of the Board of Governors of the Federal Reserve. This law and regulation cover the movement of funds by means of wire transfers, ACH credits and some book transfers on the Credit Union's records.

3. The Credit Union may establish or change cut-off times for the receipt and processing of funds transfer requests, amendments, or cancellations. Unless other times are posted for the various types of funds transfers, the cut-off time for wire transfers will be 2:00 pm PT on each business day that the Credit Union is open which is not a federal holiday for domestic transfers, while international transfers must be received by 12:00 pm PT. Payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the next following business day and processed accordingly.

4. We may charge your account for the amount of any funds transfer initiated by you or by any person authorized by you with the right of access to the account from which the funds transfer is to be made (collectively, your "Authorized Agents"). You must provide us with a complete list of your Authorized Agents at the time the funds transfer is initiated, as only you and your Authorized Agents will be permitted to initiate funds transfers from your account(s) at the Credit Union. You understand and agree that you are fully responsible for all transactions conducted by your Authorized Agents, regardless of whether such transactions are authorized by you or exceed the amounts of any transaction authorized by you. You must promptly notify the Credit Union of any changes in your Authorized Agents by providing written notification of such change. Changes in Authorized Agents by you shall be effective the business day following receipt of written notice or a new Funds Transfer Agreement.

   If you have designated a specific account with us as a source of payment for payment orders, and related charges, you authorize us to charge such account for payment orders and related charges. If no such authorized account is designated, any account you maintain with us is an authorized account to the extent that payment of the payment order is not inconsistent with the use of the account.

5. As detailed more fully in our separate wire transfer form, the Credit Union may establish, from time to time, security procedures to verify the authenticity of a payment order. You understand and agree that the Credit Union may amend the security procedure(s). You will choose between one of the security procedures that we offer to be used to verify payment orders issued by you or for which your account will be liable. You agree that the authenticity of payment orders may be verified using the security procedure(s) unless you notify the Credit Union in writing that you do not agree to the security procedure(s). In that event, we shall have no obligation to accept any payment order from you or the Authorized Agents on the account until you and we agree, in writing, on an alternative security procedure. Provided we comply with security procedure(s), you will be liable for payment of the transferred amount plus transfer fees, even if the transfer request was not actually transmitted or authorized by you. If we do not follow the security procedure(s) but can prove the transfer request was originated by you, you will still be liable for the transfer amount plus transfer fees. You authorize us to record electronically or otherwise any telephone calls relating to any transfer under this Funds Transfer Agreement.

6. If you send or receive a wire transfer, Fedwire may be used. Regulation J is the law governing all Fedwire transactions. This means that your rights and liabilities with regard to a wire transfer involving Fedwire will be governed by Regulation J. We shall be excused from delaying or failing to execute a funds transfer if it would result in us exceeding any limitation on our intra-day net funds position established through Federal Reserve guidelines or if it would result in violating any present or future risk control program of the Federal Reserve or a rule or regulation of other governmental regulatory authorities.

7. If you give the Credit Union a payment order which identifies the beneficiary (recipient of the funds) by both name and identifying account number, payment may be made by the beneficiary's financial institution on the basis of the identifying account number, even if the number identifies a person different than the named beneficiary. This means that you will be responsible to us if the funds transfer is completed on the basis of the identifying account number you provided to us.

8. If you give us a payment order which identifies an intermediary or beneficiary's financial institution by both name and an identifying number, a receiving bank may rely on the number as the proper identification even if it identifies a different person/entity than the named financial institution. This means that you will be responsible for any loss or expense incurred by the receiving financial institution, which executes or attempts to execute the payment order in reliance on the identifying number you provided.
9. We shall not be liable for acts or omissions by you or any other person including, without limitation, any funds transfer system, any Federal Reserve Bank, any beneficiary's financial institution, and any beneficiary, none of which shall be deemed our agent.
10. We may give you credit for ACH payments before we receive final settlement of the funds transfer. Any such credit is provisional until we receive final settlement of the payment. You are hereby notified and agree that, if we do not receive such final settlement, we are entitled to a refund from you of the amount credited to you in connection with that ACH entry. This means that we may provide you with access to ACH funds before we actually receive the money. However, if we do not receive the money, then we may reverse the entry on your account, you would be liable to repay us, and you may be charged a fee as disclosed in the *Fee Schedule/Sheet*.
11. ACH transactions are governed by the operating rules of the National Automated Clearing House Association. In accordance with these rules, we will not provide you with next-day notice of receipt of ACH credit transfers to your account. You will continue to receive notices of receipt of ACH items in your periodic account statements.
12. If we receive a funds transfer for you or for other persons authorized to have access to your account, you agree that we are not obligated to provide you with next-day notice of the receipt of the funds transfer. We will provide you with notification of the receipt of all funds transfers by including such items in your periodic account statements. You may, of course, inquire between receipts of periodic statements whether or not a specific funds transfer has been received.

    If we receive notice that a wire transfer transmitted by us has been rejected, we shall notify you of such rejection including the reason given for rejection by telephone, electronic message, or U.S. mail. We will have no further obligation to transmit the rejected wire transfer if it complied with this Funds Transfer Agreement with respect to the original transfer request.

    Except to the extent required by applicable law, you shall have no right to cancel or amend any transfer request after it is received by us; however, we shall use reasonable efforts to act on a cancellation or change request as long as it is received from you in accordance with the agreed-upon security procedures. We shall have no liability if the cancellation or change is not affected.
13. If we become obligated under Article 4A of the applicable Uniform Commercial Code to pay interest to you, you agree that the rate of interest to be paid shall be equal to the dividend rate, on a daily basis, applicable to the account at the Credit Union to which the funds transfer should have been made or from which the funds transfer was made.
14. We may, in our sole discretion, reject any funds transfer request. For example, we may refuse any funds transfer request which (1) exceeds the collected and available funds on deposit in your designated account(s); (2) is not authenticated to our satisfaction or which we reasonably believe may not be authorized by you; (3) contains incorrect, incomplete, or ambiguous information; (4) involves funds subject to a lien, hold, dispute or legal process pending their withdrawal; or (5) involves a transfer that is prohibited under applicable law, rule, or regulation. You understand and agree that we shall incur no liability for any loss occasioned by our refusal to accept any funds transfer order.
15. We shall have the right to charge the amount of any funds transfer request to any of your accounts at the Credit Union in the event that no account is designated, or in the event that a designated account has insufficient collected funds to cover the amount of the funds transfer request. We may charge a service fee for services relating to the sending or receiving of the funds transfer request. Such fees are set forth in the Credit Union's *Fee Schedule/Sheet*, which is incorporated by this reference.
16. If you initiate a funds transfer request denominated in United States dollars for transfer to a foreign country, we may transfer payment in the currency of the beneficiary bank's country at our buying rate of exchange to United States dollars. If the transfer is returned for any reason, you agree to accept the refund in United States dollars in the amount of the foreign money credit, based on the then-current buying rate of the bank converting the currency to United States dollars at the date of refund, less any charges and expenses we incur.
17. If we have received payment from you with respect to a payment order issued in your name as sender and accepted by us, and you received notification reasonably identifying the order, you are precluded from asserting that we are not entitled to retain the payment unless you notify us of your objection to the payment within one (1) year after the notification was received by you. However, if your account is maintained in the state of Texas or Minnesota, this period within which you must notify us of your objection to the payment will be sixty (60) days instead of one (1) year.

18. You must exercise reasonable care in reviewing all payment orders or communications amending or cancelling a payment order to determine whether they include any errors (such as an erroneous amount or beneficiary) and confirm they are authorized and enforceable, and if you find any errors, you must promptly notify us. Except as expressly prohibited by applicable state and federal laws and regulations, you understand and agree that we will not be liable for any loss or liability arising from (a) any unauthorized transfer or interest thereon (including, but not limited to, fraudulent transfers and/or a transfer which we failed to abide by the agreed upon security procedures) which you fail to report to us within fourteen (14) days after your receipt of notification we have accepted or executed on the payment order or amendment thereto, or notice that your account was debited with respect to the payment order or amendment; (b) any negligent or intentional action or inaction on the part of any person not within our reasonable control, including, but not limited to, the failure of other financial institutions to provide accurate or timely information; (c) the failure of other financial institutions to accept a funds transfer order; (d) your negligent or intentional action or inaction and/or breach of this Funds Transfer Agreement; (e) any ambiguity or inaccuracy in any instruction given to us by you or your Authorized Agent; or (f) any error, failure or delay in execution of any funds transfer instruction, or cancellation or amendment caused by circumstances beyond our reasonable control, including, but not limited to, any computer or communication facilities malfunction.
19. Except as otherwise provided by applicable state or federal laws or regulations, our liability for any negligent or intentional action or inaction in connection with any funds transfer request shall be limited to your direct loss and payment of interest. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY LOST PROFITS, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES WHICH YOU MAY SUFFER IN CONNECTION WITH THIS AGREEMENT AND/OR ANY FUNDS TRANSFER REQUEST.
20. Subject to applicable state and federal laws and regulations, we may amend the terms of this Funds Transfer Agreement at any time. By thereafter using or continuing to use our funds transfer services, you agree to such amendments.

Part V – Member Conduct and Limitation of Services Policy

1. The privilege of Credit Union services available to members (and in some instances the privilege of membership) must be reserved for members who are in "good standing" (as described and defined in our *Limitation of Services and Termination of Membership Corporate Policy*, as such policy is amended or modified from time to time). We have implemented a separate *Limitation of Services and Termination of Membership Corporate Policy* (as such policy is amended or modified from time to time) that is maintained on our public website at https://www.firsttechfed.com, which you should review carefully. In the event of any conflicts between the terms of this Account Agreement and the terms of the *Limitation of Services and Termination of Membership Corporate Policy* (as such policy is amended or modified from time to time), the terms of the *Limitation of Services and Termination of Membership Corporate Policy* (as such policy is amended or modified from time to time) shall control.
2. The Credit Union will notify you in writing of the restriction or termination of services and the basis for the restriction or termination thirty (30) days prior to enforcement of such action. In the event of suspected fraud, negative balance, or loss, the account may be immediately frozen or terminated, and you may be then notified of the basis for the restriction or termination of the account.
3. These limitations will not prohibit you from exercising your rights under federal or state law or regulation.

Part VI – Amendments and Modifications

1. Subject to applicable federal and state laws and regulations, we may amend, restate, replace, supplement, change, eliminate provisions, add new provisions, or otherwise modify this Account Agreement at any time.