Membership and Account Agreement
# MEMBERSHIP AND ACCOUNT AGREEMENT

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CONSUMER AND BUSINESS ACCOUNTS

THIS IS AN AGREEMENT - This document, to include the: Online Banking Agreement; Electronic Deposit Agreement; Electronic Fund Transfers - Your Rights and Responsibilities; Substitute Checks and Your Rights; Funds Availability Policy Disclosure; and Common Features (all of which being attached to this Agreement), along with any other contracts we mutually agree to either through execution or avalement to benefit; disclosures we give you when you open your account (for example our Rates and Fees Schedule, and/or Privacy Policy) and other fee disclosures; disclosures we give to you when you use additional products and services (for example our Health Savings Custodial Account Agreement and Disclosure); periodic statements; loan bills; user guides; and any appropriate means such as direct mail and notices by or with your statement, including statements delivered electronically, is a contract that establishes rules which control your account(s) with us.

Please read this Agreement carefully and retain it for future use. This Agreement is revised periodically, so it may include changes from earlier revisions. By providing a written or electronic signature on a signature card or other agreement or contract, opening, or continuing to hold an account with us, you agree to the most recent version of this Agreement, which is available to you at your local First Tech branch, at www.firsttechfed.com, or by calling us at 855-855-8805.

The purpose of this document is to:

(1) summarize some laws that apply to common transactions;
(2) establish rules to cover transactions or events which the law does not regulate;
(3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
(4) provide you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

DEFINITIONS - As used in this document the words “First Tech,” “Credit Union,” “we,” “our,” and “us” mean First Technology Federal Credit Union, “Primary Member” or “Primary” account holder means the account holder listed first on the application, current account card, or our system (as applicable), “Joint Member” or “Joint” account holder(s) means any account holder other than the Primary Member in our system, and the words “you” and “your” mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this Agreement does not intend, and the terms “you” and “your” should not be interpreted, to expand an individual’s responsibility for an organization’s liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular. Any changes to designated Primary Member/Primary account holder in our system requires the consent of all accountholders on that account except First Tech may, at our discretion, make changes as required by law, regulation, or changed circumstances (such as the death of an account holder).

RIGHT TO SETOFF FROM ACCOUNT, CONSENSUAL LIEN AND STATUTORY LIEN - You acknowledge that we may setoff against any 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.

To secure your performance under this 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 your accounts with us to also secure such obligations. These obligations include secured and unsecured debts and debts you owe individually or with someone else. You hereby acknowledge that we can consider this 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 or any other security lien.

In addition to the right to setoff and consensual lien, we also have the right to claim under a federal “statutory lien” that 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 to, as security to generally pay any obligation you owe us. We hereby exercise our right to this “statutory lien”, and you hereby agree that we can enforce this 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 accounts 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 of any check or draft caused by there being insufficient funds in your account when the dishonor occurs because we exercised our rights under this Agreement to charge and deduct amounts you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment. 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.

CROSS COLLATERALIZATION - To the extent permitted by law, you acknowledge and pledge to First Tech a security interest in the 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, not to exceed the unpaid balance of the loan. This security interest in collateral securing other loan(s) does not apply to loan(s) on your primary residence.

IDENTIFICATION NOTICE (USA PATRIOT ACT) - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents.

ARBITRATION AGREEMENT - If you have a dispute, we want to resolve it as quickly and easily as possible. Please contact us to discuss your concerns. If we are unable to resolve your dispute, you agree that you or First Tech can initiate arbitration as described in this section.

What is Arbitration?

Arbitration means an impartial third party will hear the dispute between First Tech and you and provide a decision. Binding arbitration means the decision of the arbitrator is final and enforceable. A “dispute” is any unresolved disagreement between First Tech and you and provides a decision. Binding arbitration means the decision of the arbitrator is final and enforceable. A “dispute” is any unresolved disagreement between First Tech and you. A “dispute” may also include a disagreement about this Arbitration Agreement’s meaning, application, or enforcement. This Arbitration Agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (“FAA”).

Do I have to agree to this Arbitration Agreement?

You may opt-out of this Arbitration Agreement by calling us at 855-855-8805 or by sending a secure message through our online banking system within 60 days of establishing your membership. If you do not opt-out, this Arbitration Agreement will apply without limitation, regardless of whether your membership is closed, you file for bankruptcy, or you pay us any outstanding debt that you owe in full.

What disputes are subject to Arbitration?

Disputes between you and First Tech about your membership, accounts, account transactions, safe deposit box(es), loans, and any related service with First Tech are subject to arbitration. Any disputes arising from or relating to this Arbitration Agreement, any prior Membership and Account Agreement between you and First Tech, or the advertising, the application for, or the approval or establishment of your membership are also included. Disputes are subject to arbitration, regardless of what theory they are based on.
or whether they seek legal or equitable remedies. Arbitration applies to any and all such disputes, whether they arose in the past, may currently exist, or may arise in the future.

Can I still have my dispute heard by a court or be part of a class action?

Unless you opt-out of this Arbitration Agreement you and First Tech are waiving the right to have a dispute heard before a judge or jury, or decided by a court or government tribunal. You and First Tech also waive any right or ability to participate in a representative or class action basis, or act as a private attorney general in arbitration or court. The only exception to this Arbitration Agreement is that both you and First Tech have the right to pursue a dispute in a small claims court instead of arbitration, if the dispute is in that court’s jurisdiction and it proceeds on an individual basis. No arbitrator shall have authority to entertain any dispute on behalf of a person who is not a named party, nor shall any arbitrator have authority to make any award for the benefit of, or against, any person who is not a named party. If any provision relating to a class or representative action is determined to be illegal or legally unenforceable for a specific type of dispute or class of disputes then this Arbitration Agreement will not be applicable as to that specific type of dispute or class of dispute. If any provision related to a class or representative action is determined to be illegal or legally unenforceable for all disputes then this Arbitration Agreement will be inapplicable in its entirety.

How is a dispute submitted to Arbitration and what rules apply to Arbitration?

Either First Tech or you may submit a dispute to binding arbitration at any time, regardless of whether a lawsuit or other proceeding has previously begun. For information on initiating arbitration contact: JAMS at 360 Madison Avenue, Floor 10, New York, New York 10017, or jamsadr.com; or the AAA at 335 Madison Avenue, New York 10017, or www.adr.org. The selected organization will serve as the “Arbitration Administrator” and apply its rules of procedure in effect at the time the dispute is filed. A single arbitrator will conduct the arbitration and will use applicable substantive law, including the Uniform Commercial Code, consistent with the FAA and the applicable statutes of limitations or other defenses which may bar, limit, or suspend the enforcement of the arbitration agreement. All arbitrations will be conducted on an individual basis, and no arbitrator or judge shall have authority to determine whether the arbitrations are conducted on an individual or class-wide basis. No party, nor shall any arbitrator have authority to make any award for the benefit of, or against, any person who is not a named party. If any provision relating to a class or representative action is determined to be illegal or legally unenforceable for a specific type of dispute or class of disputes then this Arbitration Agreement will not be applicable as to that specific type of dispute or class of dispute. If any provision related to a class or representative action is determined to be illegal or legally unenforceable for all disputes then this Arbitration Agreement will be inapplicable in its entirety.

Who pays Arbitration fees and expenses?

First Tech will pay any costs that are required to be paid by First Tech under the arbitration organization’s rules of procedure. Even if not otherwise required, First Tech will reimburse you up to $500 for any initial arbitration filing fees you have paid. First Tech will also pay any fees of the arbitrator and arbitration organization for the first day of any hearing. If you win the arbitration, First Tech will reimburse you for any fees you paid to the Arbitration Administrator and/or arbitrator. All other fees will be allocated according to the Arbitration Administrator’s rules and applicable law.

What other rights does First Tech or you have when resolving disputes?

First Tech or you each can exercise any lawful rights or use other available remedies to:

• Preserve or obtain possession of property;
• Exercise peaceful self-help remedies such as rights to setoff, consensual liens, or statutory liens; or
• Obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment, or appointment of a receiver by a court of competent jurisdiction.

BYLAWS - Our bylaws, which we may amend from time to time, establish basic rules about our credit union policies and operations which affect your account and membership. You may obtain a copy of the bylaws on request. Unless we have agreed otherwise, you are not entitled to receive any original item (for example a check presented for negotiation) after it is paid, although you may request that we send you an item(s) or a copy of an item(s).

To be eligible for membership in the Credit Union you must be an individual or entity qualifying within the Credit Union’s field of membership and must purchase and maintain at least one share as required by the Credit Union’s Bylaws. You authorize us to check your account, credit and employment history, and to obtain a credit report from third parties (including credit reporting agencies) to verify your eligibility for the accounts and services we may offer. Your membership share must not be reduced below the value of one share (“par value” as set forth in the Credit Union Bylaws (presently set at $5.00)). To protect your membership, we may limit access to your initial par value balance.

POWER OF ATTORNEY - You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) This may be done by allowing your agent to sign in that capacity on the signature card or by separate form, such as a power of attorney. A power of attorney continues until your death or the death of the person given the power. If the power of attorney is not “durable,” it is revoked when you become incompetent. We may continue to honor the transactions of the agent until: (a) we have received a revocation notice, such as a copy of a reasonable opinion, from the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

TRANSFER OF ACCOUNT OWNERSHIP - If you attempt to transfer or assign all or a part of your account, we will not be bound by the transfer or assignment unless we agree in writing. We are not required to accept or recognize any transfer or assignment. Unless we agree otherwise in writing, any rights of a transferee or assignee will be subject to our right of setoff or prior security interest. We have no obligation to notify you or any other person before disbursing any funds from your account in accordance with what we in good faith believe to be the terms of the transfer or assignment. We are not required to accept or recognize any transfer or assignment. We are not required to accept or recognize any transfer or assignment. Unless we agree otherwise in writing, any rights of a transferee or assignee will be subject to our right of setoff or prior security interest. We have no obligation to notify you or any other person before disbursing any funds from your account in accordance with what we in good faith believe to be the terms of the transfer or assignment.

LIB liability - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this Agreement. Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to your account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys’ fees, to the extent permitted by law, whether incurred as a result of collection or in any other connection with your account or any charges or assignment. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys’ fees can be deducted from your account whenever they are incurred, without notice to you.

DEPOSITS - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn “on us”). Before settlement of any item becomes final, we act only as your agent, regardless of the form of endorsement or lack of endorsement on the item and even though we provide you provisional credit for the item. We may reserve any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item
deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error or other problem which upon our discretion justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our “daily cutoff time” on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party endorsers to verify or guarantee their endorsements, or endorse in our presence. For deposits made electronically, for example via mobile deposit, please refer to the Electronic Deposit Agreement section within this agreement.

Direct Deposits - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES - If you truncate an original check and create a substitute check, orquirer paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, 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 in conformance with our internal policy for retaining original checks. 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 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.

CHECKS -

Postdated Checks - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act.

Stale-Dated Checks - We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop payment order on the check in the manner we have described elsewhere.

Restrictive Legends or Endorsements - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive endorsements or other special instructions on every check. Examples of restrictive legends placed on checks are “must be presented within 90 days” or “void for more than $1,000.00.” The payee’s signature accompanied by the words “for deposit only” is an example of a restrictive endorsement. For this reason, we are not required to honor any restrictive legend or endorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, debts, damages, or expenses that result from your placement of these restrictions or instructions on your checks.

Check Storage and Copies - You agree that you will not receive your canceled checks. We will store your canceled checks or copies of them for a reasonable retention period. You may request copies from us in the manner we require.

Remotely Created Checks - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner’s name typed or printed on the signature line. You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

Check Processing - We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. 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 magnetic ink. You agree that we have not failed to exercise ordinary care solely because we use our automated system to process items and do not inspect all items processed in such a manner. Using an automated process helps us keep costs down for you and all account holders.

Check Cashing - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

ENDORSEMENT STANDARDS - We may accept for deposit any item payable to you or your order, even if they are not endorsed by you. We may give cash back to any one of you. We may supply any missing endorsement(s) for any item we accept for deposit or collection, and you warrant that all endorsements are genuine.

To ensure that your check or share draft is processed without delay, you must endorse it (sign it on the back) in a specific area. Your entire endorsement (whether a signature or a stamp) along with any other endorsement information (e.g. additional endorsements, ID information, driver’s license number, etc.) must fall within 1/4” of the “trailing edge” of a check. Endorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the “trailing edge” is the left edge. When you flip the check over, be sure to keep all endorsement information within 1/4” of that edge.

TRAILING EDGE

FRONT OF CHECK

YOUR ENDORSEMENT MUST BE WITHIN THIS AREA

Keep your endorsement out of this area.

BACK OF CHECK

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. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your endorsement, another endorsement or information you have printed on the back of the check obscures our endorsement.

Name: ____________________________
Address, City, State: ________________
Pay to the order of: ________________

Dollars: ________________

Bank Name and Location: ________________

7654

7654

1 ¼”

1 ½”

7654

7654

7654

7654

7654

7654
These endorsement guidelines apply to both personal and business checks.

**TRANSACTIONS BY MAIL** - You may deposit checks by mail. You should endorse the check being sent through the mail with the words “For Deposit Only” and should include your correct account number underneath to ensure the check is credited to the correct account. You should also include a deposit slip which can be downloaded from the credit union’s website. If you do not use your deposit slip or provide us with instructions indicating how or where the check should be credited, we may apply it to any account or any loan balance you have with us or we may return the check to you. Following your deposit, examine your statement carefully or call us to ensure that we received the item. Do not send cash through the mail for deposit.

**WITHDRAWAL RIGHTS** -

**Generally** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to endorse any item payable to you or your order for deposit to this account or any other transaction with us.

**Advance Notice of Withdrawals** - For all savings accounts and all personal interest bearing checking accounts, we reserve the right to require seven (7) days’ prior written notice of withdrawal.

**Postdated checks** - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective if we will not be liable for not paying it unless it precisely identifies the number, date, amount and payee of the item.

**Checks and withdrawal rules** - If you do not purchase your share drafts (checks) from us, you must be certain that we approve the share drafts (checks) you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a “substitute check,” as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts to which our funds availability policy disclosure does not apply, you can ask us if we have other account records that are not on file which may be available to you for paying overdrafts under certain circumstances, such as overdraft protection from a line of credit or savings account you have with us that is set up to sweep funds to the overdrawn account, which may be less expensive than our standard overdraft practices.

**Overdrafts** - An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways: 1) We have standard overdraft practices that come with your account. 2) We also offer overdraft protection plans, such as a line or a savings account, which may be less expensive than our standard overdraft practices.

Generally - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, pursuant to varying merchant processing times. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If a second transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, that transaction will be a nonsufficient funds (NSF) transaction if we do not pay it. If the second transaction was originated from an automated clearing house transaction (ACH), check, or transferring debit to your account and you have not opted out of our discretionary overdraft protection program, you will be charged a fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

Here is an example of how this can occur – assume for this example you have $50 in your account. You go to buy gas and the merchant gas station puts a $50 hold on your account for the purchase regardless of the total price of the sale of gas at the time. Later that day, you make a purchase for $30 before the hold has been removed. That $30 purchase will be declined for nonsufficient funds. Now assume you still have $50 in your account and you are signed up for a reoccurring debit to your account to pay a monthly utility bill and have not opted out of our discretionary overdraft protection program. The reoccurring debit on the month in this example posts for $75 (25 above your account balance). You will be charged an overdraft fee, which for this example is $28, and also be held responsible to pay the negative balance of the account. In this example, the total you would be responsible for would be $25 (amount above your account balance) + $28 (overdraft fee) = $53. After you have paid the $53 owed to us, your account would reflect a $0 balance until such time that you deposit additional funds.

**Multiple signatures, electronic check conversion, and similar transactions** - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic transaction or intra-bank transfer. We reserve the right to charge a fee for making a transfer of funds, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees. Account holders under 18 years of age are not eligible to participate in the Discretionary Overdraft Protection Program.
PAYMENT ORDER OF ITEMS - The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items.

Our policy is to process electronic transactions (ATM/Debit transactions, preauthorized transfers) first, in the order they are received on the day they are processed. We process ACH transactions second, with credit items before debit items, according to the dollar amount with the smallest items being processed first on the day they are processed. We process checks and similar items third, according to the dollar amount with the smallest items being processed first on the day they are processed.

If a check, item or transaction is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item for insufficient funds (NSF). The amounts of the overdraft and NSF fees are disclosed elsewhere, as are your rights to opt in to overdraft services for ATM and everyday debit card transactions, if applicable. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals) - We may impose early withdrawal penalties on a withdrawal from a time account even if you don’t initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by the court or our agents in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

PLEDGES - Each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.

OWENERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account 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 make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds. As used in this Agreement, “owner” means a person who, by the terms of the account, has a present right, subject to request, to payment from a multiple-party account other than as an agent. Any Joint, Joint with Survivorship, or Community Property account(s) may be closed by any one of the account holders. It is the responsibility of the account holder closing the account to distribute any funds to other account holders.

Individual Account - This is an account in the name of one person.

Joint Account - This account or certificate is owned by the named parties. Upon the death of any of them, ownership passes to the survivor(s). All accounts with multiple owners are classified as Joint Accounts unless indicated otherwise on the applicable account application documents.

Joint Account with Survivorship - This account is owned by the named parties, who are married or registered domestic partners, and is presumed to be their community property. Upon the death of either of them, ownership passes to the survivor.

Community Property Account - This account is the community property of the named partners who are married or registered domestic partners. The ownership during 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.

Tenancy in Common Accounts - This account 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 any item payable to the Tenant in Common. Until we receive notice of the death of any Tenant in Common, any Tenant in Common will have complete withdrawal rights to the entire account balance. If more than one Tenant in Common survives the death of another Tenant in Common, such survivors remain as Tenants in Common between them. 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. The survivor's share in the account balance will be at the disposal of the surviving Tenant in Common.

P.O.D. (Pay-On-Death) Account - A P.O.D. is an account where one or more persons create the account and name one or more living persons as beneficiaries. The owner of this account is presumed to own the funds during their lifetime and intends that account ownership be transferred to the beneficiary only upon their death and only if the named beneficiary survives them. If there is more than one account owner, the ownership is between them the same as that of joint accounts with right of survivorship. If there is more than one beneficiary who is named and survives the account owner(s), the ownership rights will then pass to the surviving beneficiaries in equal shares without the right of survivorship.

Trust Account Subject to Separate Agreement - We will abide by the terms of any separate agreement which clearly pertains to this account and which you file with us. Any additional consistent terms stated on this form will also apply.

Accounts for Minors. We reserve the right to limit the services that are available to minors. For any account established by or for a minor, the minor account owner must have a joint account owner who is a parent or legal guardian of the minor, as approved by us, who shall be jointly and severally liable to us. For a joint account, all funds in the account shall be owned as a joint account with rights of survivorship. We make payments of funds directly to the minor without regard to the minor’s age or eligibility for an UTMA account, except for the purpose of any transaction by the minor or joint account owner. The minor account owner's tax identification number must be used for the Backup Withholding Certification. We will not automatically remove joint owners when the minor reaches age eighteen (18). However, when the minor reaches age eighteen (18), the minor may open new accounts without regard to any restrictions on, or ownership and access arrangements of existing accounts.

UTMA ACCOUNTS - Under the Uniform Transfers to Minors Act, the funds in the account are owned by the child. It is the sole responsibility of the custodian to determine when to transfer unconditional control of the funds to the child, or upon the child’s death, pursuant to applicable law. Before that time, the account may be accessed only by the custodian (or successor custodian), and the funds must be used for the benefit of the child. We, however, have no duty or agreement with respect to monitoring or enforcing the rights of the custodian to determine when to transfer unconditional control of funds to the account owner and to pay or certify checks drawn on the account. However, if we know that the custodian is acting as a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letter of trust.

Death or Incompetence - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official or medical personnel) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on the account before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

Re-designation of Membership Savings Account Ownership Role - Should you be an account owner of a membership savings account and that membership account is closed, to maintain your membership status and retain the rights and privileges of a member you must establish a new membership account to include depositing the then current par value amount of one share as set forth in the Credit Union’s
Bylaws (presently set at $5.00). If you do not establish the new membership savings account in your name within thirty (30) days of the closing of the previous membership account, you may not be able to access your share account(s) and you will not be able to access any available credit on a credit card, credit line, and/or other loan.

**HEALTH SAVINGS ACCOUNTS (HSA)** - For your convenience, we may permit you to take distributions from your HSA by check. This feature can raise a variety of tax concerns – for example, getting additional cash back on an HSA checking transaction. As a result, if you have more than one account with us, it is a good practice to make sure you are using the appropriate checkbook for the transaction. Also, it is your responsibility to ensure your distributions and other actions related to the HSA comply with the law, including federal tax law. As always, we recommend consulting a legal or tax professional if you have any questions or concerns managing your HSA. The terms of this Agreement are intended to work in conjunction with the HSA Agreement provided to you separately. In the event of a conflict, the terms of the HSA Agreement control. You understand that your HSA is intended to be used for payment of qualified medical expenses. It is your responsibility to satisfy any tax liability resulting from use of your HSA for any purpose other than payment or reimbursement of qualified medical expenses. We do not monitor the purpose of any transaction to or from your HSA. Nor are we responsible for ensuring your eligibility for making contributions or ensuring withdrawals are used for payment or reimbursement of qualified medical expenses. Refer to your HSA Agreement for more information relating to the use of your HSA.

**STOP PAYMENTS** - Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Stop payment orders on ACH debits must be received at least one banking day before the scheduled transaction. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules. We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law or as we may require if we make an exception. If we give you a reasonable opportunity to act on it before our stop-payment cutoff time. When you place your stop-payment order we will tell you what information we need to stop payment. This information must be exact since stop-payment orders are handled by computers. If your information is not exact your order will not be effective and we will not be responsible for failure to stop payment.

You may stop payment on any item drawn on your account whether you signed the item or not. Generally, if your stop-payment order for share drafts is given to us in writing it is effective for six months after the date received. Your order will automatically expire after that time if you do not renew the order in writing before the end of the six-month period. With respect to ACH debits, you and we agree to abide by the ACH rules and regulations regarding stop-payment orders. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys’ fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

We will charge you for each stop-payment order you give. Please refer to the rate and fee schedule for the current fee amount.

**WAIVER OF NOTICES** - 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. For example, if you deposit a check and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal regulation or other applicable law.

**FUNDS TRANSFERS** - The terms used in this section have the meaning given to them in Article 4A of the Uniform Commercial Code - Funds Transfers (UCC 4A). This section will generally not apply to you if you are a consumer. However, even if you are a consumer, this section will apply to that part of any funds transfer that is conducted by Fedwire. This section is subject to UCC 4A as adopted in the state in which you have your deposit with us. This Agreement is also subject to all clearing house association rules, rules of the Board of Governors of the Federal Reserve System and their operating circulars. If any part of this Agreement is determined to be unenforceable, the rest of the agreement remains effective. This Agreement controls funds transfers unless supplemented or amended in a separate writing or Agreement signed by us. This Agreement does not apply to a funds transfer if any part of the transfer is governed by the Electronic Fund Transfer Act of 1978 (EFTA), except this Agreement does apply to a funds transfer that is a remittance transfer as defined in EFTA unless the remittance transfer is an electronic fund transfer as defined in EFTA.

**Funds transfer** - A funds transfer is the transaction or series of transactions that begin with the originator’s payment order, made for the transfer of money from the originator’s account to the beneficiary’s account. A funds transfer is completed by the acceptance by the beneficiary’s bank of a payment order for the benefit of the beneficiary of the originator’s order. You may give us a payment order orally, electronically, or in writing, but your order cannot state any condition to payment to the beneficiary other than the time of payment. Credit entries may be made by ACH.

**Authorized account** - An authorized account is an account you have with us that you have designated as a source of payment of payment orders you issue to us. If you have not designated an authorized account, any account you have with us is an authorized account to the extent that payment of the payment order is not inconsistent with the use of the account.

**Acceptance of your payment order** - We are not obligated to accept any payment order that you give us, although we normally will accept your payment order if you have a withdrawable credit in an authorized account sufficient to cover the amount of the payment order. If we do not accept your payment order, but give you notice of our rejection of your payment order after the execution date or give you no notice, we are not liable to pay you as restitution any interest on a withdrawable credit in a non-interest-bearing account.

**Cutoff time** - If we do not receive your payment order or communication canceling or amending a payment order before our cutoff time on a funds transfer day for that type of order or communication, the order or communication will be considered to be received at the opening of our next funds transfer business day.

**Payment of your order** - If we accept a payment order you give us, we may receive payment by automatically deducting from any authorized account the amount of the payment order plus the amount of any expenses and charges for our services in execution of your payment order. We are entitled to payment on the payment or execution date. Unless your payment order specifies otherwise, the payment or execution date is the funds transfer date we receive the payment order. The funds transfer is completed upon acceptance by the beneficiary’s bank. Your obligation to pay our payment order is excused if the funds transfer is not completed, but you are still responsible to pay us any expenses and charges for our services. However, if you told us to route the funds transfer through an intermediate bank, and that bank, or one of its clearing facilities, intermediate bank that you designated has suspended payments, then you are still obligated to pay us for the payment transfer. You will not be entitled to interest on any refund you receive because the beneficiary’s bank does not accept the payment order.

**Security procedure** - As described more fully in a separate writing, the authenticity of a payment order or communication canceling or amending a payment order issued in your name as sender may be verified by any payment order or communication, the originator of which is credited to you otherwise. The value of any expenses and charges for our services in execution of your payment order, but give you notice of our rejection of your payment order after the execution date or give you no notice, we are not liable to pay you as restitution any interest on a withdrawable credit in a non-interest-bearing account.

**Payment of your order** - If we accept a payment order you give us, we may receive payment by automatically deducting from any authorized account the amount of the payment order plus the amount of any expenses and charges for our services in execution of your payment order. We are entitled to payment on the payment or execution date. Unless your payment order specifies otherwise, the payment or execution date is the funds transfer date we receive the payment order. The funds transfer is completed upon acceptance by the beneficiary’s bank. Your obligation to pay our payment order is excused if the funds transfer is not completed, but you are still responsible to pay us any expenses and charges for our services. However, if you told us to route the funds transfer through an intermediate bank, and that bank, or one of its clearing facilities, intermediate bank that you designated has suspended payments, then you are still obligated to pay us for the payment transfer. You will not be entitled to interest on any refund you receive because the beneficiary’s bank does not accept the payment order.

**Security procedure** - As described more fully in a separate writing, the authenticity of a payment order or communication canceling or amending a payment order issued in your name as sender may be verified by any payment order or communication, the originator of which is credited to you otherwise. The value of any expenses and charges for our services in execution of your payment order, but give you notice of our rejection of your payment order after the execution date or give you no notice, we are not liable to pay you as restitution any interest on a withdrawable credit in a non-interest-bearing account.

**Duty to report unauthorized or erroneous payment** - You must exercise ordinary care to determine that all payment orders or amendments to payment orders that we accept that are issued in your name are authorized, enforceable, in the correct amount, to the correct beneficiary, and not otherwise erroneous. If you discover (or with reasonable care should have discovered) an unauthorized,
unenforceable, or erroneously executed payment order or amendment, you must exercise ordinary care to notify us of the relevant facts. The time you have to notify us will depend on the circumstances, but that time will not in any circumstance exceed 14 days from when you are notified of our acceptance or execution of the payment order or amendment or that your account was debited with respect to the order or amendment. If you do not provide us with timely notice you will not be entitled to any interest or refund amount. If we can prove that you failed to perform either of these duties with respect to an erroneous payment and that we incurred a loss as a result of the failure, you are liable to us for the amount of the loss not exceeding the amount of your order.

Identifying number - If your payment order identifies an intermediate bank, beneficiary bank, or beneficiary by name and number, we and every receiving or beneficiary bank may rely upon the identifying number rather than the name to make payment, even if the number identifies an intermediate bank or person different than the bank or beneficiary identified by name. Neither we nor any receiving or beneficiary bank have any responsibility to determine whether the name and identifying number refer to the same financial institution or person.

Record of oral or telephone orders - You agree that we may, if we choose, record any oral or telephone payment order or communication of amendment or cancellation.

Notice of credit - If we receive a payment order to credit an account you have with us, we are not required to provide you with any notice of the payment order or the credit.

Provisional credit - You agree to be bound by the automated clearing house association operating rules that provide that payments made to you or originated by you by funds transfer through the automated clearing house system are provisional until final settlement is made through a Federal Reserve Bank or other depository or payments system as provided in Article 4A-403(a) of the Uniform Commercial Code.

Refund of credit - You agree that if we do not receive payment of an amount credited to your account, we are entitled to a refund from you in the amount credited and the party originating such payment will not be considered to have paid the amount so credited.

Amendment of funds transfer agreement - From time to time we may amend any term of this Agreement by giving you reasonable notice in writing. We may give notice to anyone who is authorized to send payment orders to us in your name, or to anyone who is authorized to accept service.

Cancelation or amendment of payment order - You may cancel or amend a payment order you give us only if we receive the communication of cancelation or amendment before our cutoff time and in time to have a reasonable opportunity to act on it before we accept the payment order. The communication of cancelation or amendment must be presented in conformity with the same security procedure that has been agreed to for payment orders.

Intermediaries - We are not liable for the actions of any intermediary, regardless of whether or not we selected the intermediary. We are not responsible for acts of God, outside agencies, or nonsalaried agents.

Limit on liability - You waive any claim you may have against us for consequential or special damages, including loss of profit arising out of a payment order or funds transfer, unless this waiver is prohibited by law. We are not responsible for attorney fees you might incur due to erroneous execution of payment order.

Erroneous execution - If we receive an order to pay you, and we erroneously pay you more than the amount of the payment order, we are entitled to recover from you the amount in excess of the amount of the payment order, regardless of whether you may have some claim to the excess amount against the originator of the order.

Objection to payment - If we give you a notice that reasonably identifies a payment order issued in your name as sender that we have accepted and received payment for, you cannot claim that we are not entitled to retain the payment unless you notify us of your objection to the payment within one year of our notice to you.

TRANSFER LIMITATIONS - For savings and money market accounts you may make up to six transfers or withdrawals by means of a preauthorized, automatic, or telephonic transfer to another account of yours or to a third party or by check, debit card, or similar order to a third party during any calendar month (or statement cycle of at least four weeks). A preauthorized transfer includes any arrangement with us to pay a third party from your account at (i) a predetermined time; (ii) on a fixed schedule or (iii) upon oral or written orders including orders received through the automated clearing house (ACH). If the transfer or withdrawal is initiated in person, by mail, or at an ATM then there is no limit on the number of payments that may be made directly to you, directly to us for amounts you owe us, or transfers to other accounts you have with us. Withdrawals by phone are also unlimited if you are requesting that a check be mailed to you.

TELEPHONE TRANSFERS - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of “preauthorized transfers” during the month). Other account transfer restrictions may be described elsewhere.

UNCLAIMED PROPERTY - The law establishes procedures under which unclaimed property must be surrendered to the state. (We may have our own rules regarding inactive or dormant accounts, and if we charge a fee for inactive or dormant accounts it will be disclosed to you elsewhere.) Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

UNCLAIMED PROPERTY NOTICE - Your property may be transferred to the appropriate state if no activity occurs in the account within the time period specified by state law.

AMENDMENTS AND TERMINATION - We may change our bylaws and any term of this Agreement. Rules governing changes in rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes we will give you reasonable notice in writing or by any other method permitted by law. We can close any account if your membership in the Credit Union terminates, or for any reason specified in the Limitation and Termination of Services Policy adopted by the Credit Union and posted on our website, as amended or modified from time to time. If we give you notice of our decision to 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. 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, we may consider it reasonable, it might 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 might 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 Agreement or the provisions of the Limitation and Termination of Services Policy adopted by the Credit Union and posted on our website, as 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).

NOTICES - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarded a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file or effective immediately if sent electronically through a valid email address you have previously provided or use of online banking. Notices are delivered to the Primary Member of the account. The Primary Member is responsible for sharing copies of notices with other account holder(s). Joint account holder(s) may request a copy of notices at any branch, through the Contact Center, or secure messaging within our online banking systems. Notice to any of you is notice to all.

LIMITATION AND TERMINATION OF SERVICES - At our option we may withdraw, limit, or terminate member services from you should you cease to be a “member in good standing” as defined by our
Upon 30 days advance notice. We may also terminate your ability to use EFT Services without cause. Termination of Electronic Funds Transfer Services. Limitation and Termination of Services Policy, the terms of the accounts, ATM services, home banking services, telephone banking, entity/trust account(s) the member controls and the member’s personal Union function. The loss of the status of being a “member in good standing” shall result in termination of BOTH the business/legal entity/trust account(s) the member controls and the member’s personal accounts. Member services that may be limited or terminated include but are not limited to: loans or extensions of credit, deposit or checking accounts, ATM services, home banking services, telephone banking services, and other electronic transfer services. In the event of any conflicts between the terms of this section and the terms of the Limitation and Termination of Services Policy, the terms of the Limitation and Termination of Services Policy shall control. A full copy of our Limitation and Termination of Services Policy is located on our website at https://www.firsttechfed.com/.

Termination of Electronic Funds Transfer Services. We reserve the right to terminate this Agreement and/or your use of your ATM/POS/Check Card/eBranch/Bill Payer access/PIN (“EFT Services”) or without cause. We may terminate if: 1) You or any authorized user of your EFT Services breaches this or any other agreement with the Credit Union; 2) We may have reason to believe that there has been, or might be, an unauthorized use of your EFT Services; 3) You or any authorized user causes a loss to us or do not keep your obligations; 4) You do not keep your PIN secret and private; or 5) You or any authorized user of your EFT Services or account request that we do so.

We may also terminate your ability to use EFT Services without cause upon 30 days advance notice.

CHANGING ACCOUNT PRODUCTS - 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 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.

STATEMENTS - Your duty to report unauthorized signatures, alterations and forgeries - You must examine your statement of account with “reasonable promptness.” If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to the limitation discussed in the first paragraph of this section.

Your duty to report other errors - In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries; you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. In addition, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and report to us on the circumstances, however, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

Errors relating to electronic fund transfers or substitute checks - For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

Address Updates. You are responsible for notifying us of any change in your address. Any change of address should be made in a branch, by mail in writing or in person at a branch office. If the USPS provides us with an updated address, we may use the information provided to update your address. Informing us of your address on a check reorder form is not sufficient. If provided elsewhere, we may impose a service fee if we attempt to locate you. We will attempt to communicate with you by use of the most recent address you have provided to us. For your protection, if we are not provided a new address and we receive returned mail, we will cease mailing your periodic account statements after 30 days.

Name Changes. You are responsible for notifying us of any change with your name. Unless we agree otherwise, name changes must be made in writing by the person to whom the change applies. Informing us of your name change on a check reorder form is not sufficient. We require a new identification document and signature for our file.

Statement Fees. Account activity and statements are available on demand in your online internet banking platform. Should you decide to receive paper statements from us, you will be charged a fee as set forth in our Fee Schedule as published from time to time on our website (www.firsttechfed.com), or available by written request. If you are disabled or cannot enroll in online banking due to lack of access to the internet, this fee will be waived upon your notifying us in a signed writing.

Combined Statements. If we provide a combined account statement for your accounts(s), we will send, or otherwise make available, account statements to only the Primary Member by United States Postal Service or electronically at the election of the Primary Member. Please access our online banking systems to opt in to receive statements electronically. Joint Member may request a copy of statements at any branch, through the Contact Center, or secure messaging within our online banking systems. Please contact us if you are unsure if an account is currently being provided on a combined statement or who the Primary Member is for your account.

LEVIES, GARNISHMENTS AND OTHER LEGAL PROCESSES - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed “legal action” in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all account owners. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur when responding to any legal action (including, without limitation, attorneys’ fees and our internal expenses) may be charged against your account. The list of
fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

RESOLVING ACCOUNT DISPUTES - 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 claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) 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.

LOST, DESTROYED, OR STOLEN CERTIFIED, CASHIER’S, OR TELLER’S CHECKS - Under some circumstances you may be able to assert a claim for the amount of the check. If your certified, cashier’s or teller’s check has been lost, stolen, destroyed, or altered, or any other unauthorized withdrawal, you agree to indemnify us for any losses we might suffer. This means that if the check is subsequently found, we will pay you the amount of the check, on the day your claim is enforceable we become obligated to pay you the amount of the check. We will pay you in cash or issue another certified check.

At our option, we may pay you the amount of the check before your claim becomes enforceable. However, we will require you to agree to indemnify us for any losses we might suffer. This means that if the check is presented after we pay your claim, and we pay the check, you are responsible to cover our losses. We may require you to provide a surety bond or other assurance that we can pay you if we suffer a loss. We may require you to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have the right to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys’ fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

Force Majeure - We shall not be liable for any failure of our obligations in this Agreement due to causes beyond our reasonable control, including without limitation acts of God, fire, explosion, vandalism, storm or other similar catastrophes; any law, order, regulation, direction or request of the United States government, or of any other government, including foreign, state and local governments having jurisdiction over the parties to this Agreement, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; or strikes, lock-outs, work stoppages or other labor difficulties.

SECURITY - It is your responsibility to protect the account number(s) and access device(s) (e.g., an ATM card, debit card, credit card, password, and/or PIN) for your account(s). Do not discuss, compare, or share information about your account number(s) or access device(s) with anyone unless you are willing to give them full use of your money. Checks and electronic withdrawals are processed by automated methods, and anyone who obtains your account number or access device could use it to withdraw money from your account, with or without your permission.

Except for consumer electronic funds transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss.

Account numbers - Thieves can encode your account number on a check which looks and functions like an authorized check and can be used to withdraw money from your account. Your account number can also be used to issue a "remotely created check." Like a typical check, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a draft or check that can be used to withdraw money from your account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). If you have truly authorized the remotely created check (to purchase a service or merchandise, for example), it is properly payable. But it can be risky to authorize a remotely created check. A swindler could issue a remotely created check in an amount greater than you authorized, or issue additional remotely created checks that you have not authorized.

We will not know if the withdrawal is unauthorized or in an amount greater than the amount you have authorized. Payment can be made from your account even though you did not contact us directly and order the payment.

Access devices - If you furnish your access device and grant actual authority to make transfers to someone with then exceeds that authority, you will be liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Please review the additional information you have received or will receive regarding transfers by access device.

Blank share drafts (checks) - You must also take precaution in safeguarding your blank share drafts (checks). Notify us at once if you think your blank share drafts (checks) have been lost or stolen. As blank share drafts (checks) are drafts and not checks, if you have lost or stolen a share draft, you must bear the loss entirely yourself, or share the loss with us if we failed to use ordinary care which substantially contributes to the loss.

CREDIT VERIFICATION - You agree that at any time upon our discretion we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

FACSIMILE SIGNATURES - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

INTERNATIONAL ACH TRANSACTIONS - Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an ACH transaction or payment potentially affecting the settlement and/or availability of such payments.

CASH TRANSACTION REPORTING - To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we are required to refuse to handle the transaction. If you have any questions regarding these rules, please contact the Financial Crimes Enforcement Network (FinCEN) regarding Currency Transaction Reporting (CTR) requirements.

BACKUP withholding/tin certification - Federal tax law requires us to report interest payments we make to you of $10 or more in a year, and to include your taxpayer identification number (TIN) on the report (the taxpayer identification number is your social security number if you are an individual). Interest includes dividends, interest and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. In some
circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. (There are special rules if you do not have a TIN but have applied for one, if you are a foreign person, or if you are exempt from the reporting requirements at www.irs.gov.) We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income.

UNLAWFUL INTERNET GAMBLING NOTICE - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

TELEPHONIC INSTRUCTIONS - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

MONITORING AND RECORDING TELEPHONE CALLS - We may monitor or record telephone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. We need not remind you of our recording before each phone conversation.

CELLULAR PHONE CONTACT POLICY AND CONSENT TO RECEIVE COMMUNICATIONS - 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 because we must comply with the consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), 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 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 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 Cellular Phone Contact Policy and Consent to Receive Communications Section at any time using any reasonable means to notify us.

NCUA INSURANCE - Funds in your account(s) with us are insured by the National Credit Union Administration (NCUA) and backed by the full faith and credit of the United States. The amount of insurance coverage you have depends on the number of accounts you have with us that are of different “ownership.” An individual account is one unique form of “ownership”; a joint account, a pay-on-death account, and a self-directed or qualified retirement account (e.g., an IRA) are examples of some of the others. Share insurance for a person’s self-directed qualified retirement account is up to $250,000. (An IRA is a self-directed qualified retirement account as is any account where the owner decides where and how to invest the balance.) Funds are insured to $250,000 per share owner for the total of funds combined in all of your other insured accounts with us. If you want a more detailed explanation of additional insurance information, you may ask us or contact the NCUA. You can also visit the NCUA website at www.ncua.gov and click on the Share Insurance link. The link includes detailed contact information as well as a share insurance estimator.

FOR BUSINESS ACCOUNTS ONLY - Business, Organization and Association Accounts - Earnings in the form of interest, dividends, or credits will be paid only on deposited funds from the date of deposit, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity. Additional business account guidelines can be found in the Limitation and Termination of Services section of this Agreement.

Fictitious Business Name Accounts - 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.

Beneficial Ownership - Information about the natural persons who own or control legal entities will be required at the time of account opening, and when there is a change in the beneficial ownership or control, or ownership. You agree to provide updated information about natural persons who own or control a legal entity and the nature and purpose of the business within 30 days of receiving a written request from us. Failure to provide requested information within 30 days may result in a limitation or termination of services.

RULES AND LEGAL VENUE GOVERNING YOUR ACCOUNT - Your account is governed by the laws and regulations of the United States and, to the extent applicable, the laws of the state in which the office of the Credit Union that maintains your account is located without regard to conflicts of law principles, or clearing house rules and the like. If you were not physically present at a branch office of the Credit Union when you opened your account (for example, you opened your account by phone, through the mail, by mobile phone application, or over the Internet), your account will be governed by the laws of the state in which the main office of the Credit Union is located, unless the Credit Union notifies you in writing that your account has been assigned to a particular branch office. If you received such written notification, the laws of the state in which that branch office is located will govern your account.

You and the Credit Union agree that any lawsuits, claims, or other proceedings arising from or relating to your account or this Agreement shall be brought exclusively in the state or federal courts in the state whose laws govern your account, without regard to conflict of laws principles. The Credit Union will not be liable for anything we do in following your instructions. In addition, the Credit Union will not be liable for not following your instructions if we reasonably believe that your instructions would expose us to potential loss or civil or criminal liability, or conflict with customary banking practices. The Credit Union will not be liable for indirect, incidental, special, exemplary, punitive, or consequential damages regardless of the form of action and even if we have been advised of the possibility of such damages. If we fail to stop payment on an item, or pay an item bearing an unauthorized signature, forged signature, or forged endorsement or alteration, our liability, if any, will be limited to the face amount of the item.

If this Agreement conflicts with any statements made by one of our employees or our affiliates’ employees, this Agreement will control.

ONLINE BANKING AGREEMENT

Please read these Terms and Conditions carefully and keep them for future reference. The words you and your refer to either and all of the persons signing the Application. The words we, us, and our refer to First Technology Federal Credit Union. The words your share accounts refer to the share accounts with us identified in the Application. The words your loan accounts refer to the loan accounts with us on which either or all of you are obligated to us. The words your accounts refer to your share accounts and your loan accounts. The words online banking refer to the services provided through our www.firsttechfed.com website, any other website(s) through which we offer our services, and/or the First Tech Mobile Application (the “Mobile App”). The word terms refers to these Terms and Conditions. ACH refers to Automated Clearing House.

Security. We work hard to make our website secure. We will employ standard measures but our reasonable judgment is appropriate to secure our website. You will not use our website for unauthorized purposes. We may monitor and audit transactions made through our website.
Access to Accounts Via the Internet. Subject to the terms set forth below, we will provide you with our online banking pursuant to which you can access your accounts by computer via the internet through our website and/or Mobile App using your username and password and providing such other information as may be required by our website to accomplish the following:

- **Open accounts**
- **Transfer funds between your share accounts**
- **Transfer funds between your share accounts and linked outside personal accounts**
- **Transfer funds from lines of credit you have with us to your share accounts**
- **Make payments from your share accounts to your loan accounts**
- **Make payments from your share accounts to third parties pursuant to our Online Bill Payment Program described below**
- **Get information about your accounts, such as account balances or information on deposits, withdrawals, and/or other transactions**
- **Undertake self-service maintenance on your accounts, such as re-ordering checks, downloading deposit slips, ordering copies of paid checks, requesting copies of monthly statements, and changing your online banking ID and online password**
- **Download various banking forms**
- **Apply for loans, credit cards, debit cards, and/or share certificates**
- **Send us secure online messages and questions regarding your accounts**
- **Locate physical locations where you can use our banking services**
- **Viewing statements, late notices, tax forms, and opt into electronic statements**

Some of the above services may not be available for certain accounts, customers or if you access Online Banking through Mobile Banking Apps or mobile web.

We will have no obligation to carry out any transfers or payments unless there are sufficient funds in the pertinent share account or any overdraft line of credit on that share account. We will promptly provide you with a username, password, the address of our website through which you can access your accounts, and such other information as you will need to participate in our online banking. You can arrange for a change of your password by calling the number set forth below. Please see the Limitations on Frequency of Transfers below.

**Online Bill Payment Program.** Our Online Bill Payment Program requires the execution of a separate online agreement and may involve third party service providers or senders.

- **We reserve the right to charge for expedited payments and other specialized requests in regards to our Online Bill Payment Program.**

**Person to Person Payment Capabilities.** In order to access our person to person payment capabilities, you will be required to execute a separate online agreement through our mobile application, online banking and/or a third party service provider. This capability may involve the participation of multiple third party service providers and outside domestic financial institutions.

**Online Banking Notications.** You may receive automatic notifications and/or notifications that you set up to alert you to certain events, including but not limited to:

- **Automatic Withdraw Alert**
- **Balance Alert**
- **Balance Summary Alert**
- **Debit Card Purchase Alert**
- **Insufficient Funds Alert**
- **Loan Payment Alert**
- **Transaction Alert**
- **Transaction Description Alert**
- **Check Cleared Alert**
- **Transfer Fail Alert**
- **Transfer Success Alert**
- **Online Banking Access Alert**
- **External Account Link Alert**

Alerts are subject to the following:

- **We may add new Alerts from time to time, or cancel old alerts. We usually notify you when we cancel alerts, but are not obligated to do so.**
- **Alerts will be sent to the email address and/or mobile device number you have provided as your primary email address for online banking. If your email address or your mobile device’s number changes, you are responsible for informing us of that change. While we do not charge for the delivery of the alerts, please be advised that text or data charges or rates may be imposed by your carrier. Your alerts will be updated to reflect the changes that you communicate to us with regard to your email addresses or mobile device number.**
- **We do our best to provide alerts in a timely manner with accurate information, but alerts may be delayed or prevented by a variety of factors beyond our control (such as system failures or misdirected delivery). We don’t guarantee the delivery or accuracy of alerts. The contents of an alert may be outdated by the time an alert is sent or received, due to other activity on your account or to delays in sending data among various systems. You agree that we are not liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert or for any actions taken or not taken by you or a third party as the result of an alert.**
- **Because alerts are not encrypted, we will never include your password or full account number. However, alerts may include your name and some information about your accounts. Depending upon the type of alert, information such as your account balance, transaction information (including amount and location of an ATM transaction) may be included. Anyone with access to your alerts will be able to view the contents of these messages.**

**Hardware and Software Requirements.** We will promptly provide you with a statement of the computer hardware and software requirements to participate in our online banking upon request. We support the most current versions of web browsers, operating systems, and other necessary software. Please visit www.firsttechfed.com for detailed information. Software may be updated frequently by its developers. If you do not maintain the most current version of required software, you may not be able to participate further in our online banking. You are solely responsible for setting up and maintaining your computer hardware and software and satisfying all hardware and software requirements.

**Electronic Agreement and Communications.** For members who prefer electronic communication with us (internet or e-mail), that is a permissible alternative to paper statements and U.S. Postal Service mail or telephone communications. Our electronic banking and communication terms (“Online Services E-Sign Disclosure and Consent”) are available separately, and you must both receive the terms and agree to them, including verification of capabilities, before they can become effective. In addition, you may withdraw consent for electronic communications at any time using the methods specified in those terms.

After consenting to electronic banking and communications, your access and transactions will be enabled using computer software, codes and personal identifying data (passwords or Personal Identifying Numbers or PIN’s). All forms of electronic communications or transactions between us that comply with the policies established and our security criteria will be considered equivalent to executed paper transactions, where permitted by law, unless there is evidence of fraud or identity theft or misappropriation, which shall be subject to the same time limitations as described in our Your Billing Rights and Electronic Funds Transfer Error Resolution Notice, which is included with your periodic statements. You further agree that we may rely on electronic copies of documents or records, unless there is evidence of fraud or alteration.

**Hours of Operation and Processing Days.** You ordinarily can participate in our online banking 24 hours a day - 7 days a week. However, access to online banking services may be unavailable at times for the following reasons:

- **Scheduled maintenance to install updates, upgrades, and/or other maintenance;**
- **Unscheduled maintenance to address bug fixes or other issues;**
- **System outages;**
- **Internet provider service outages.**

Additionally we reserve the right to suspend our online banking from time to time as we deem appropriate. We will make all reasonable efforts to ensure the availability of the online banking services. We are not, however, liable for system unavailability or any consequential damages that may result therefrom.
Processing days are Monday through Friday, excluding federal holidays. The processing day cut-off time is 8:00 p.m. Eastern Time, after which transactions will reflect an effective date of the next processing day. Similarly, transactions that you initiate on a non-processing Day (Saturday, Sunday, federal holidays) are effective dated the next processing day.

Assignment and Delegation. We can assign our interest and responsibilities under this Agreement, delegate our responsibilities under this Agreement, and use independent contractors to perform or assist in the performance of our responsibilities under this Agreement, as we deem appropriate.

Limitations on Frequency of Transfers. In addition to those limitations on transfers elsewhere described, if any, the following limitations apply: Regardless of anything else in this or other agreements, transfers and withdrawals from a share savings account to another of your accounts or to third parties by wire, automatic, telephonic, or computer transfer, or by check, draft, debit card, or similar order to third parties, cannot exceed six per calendar month or statement cycle of at least four weeks.

For security reasons, there may be other limitations on the number of transfers you can make.

Transfers and Payments to/from Outside Accounts. The online banking services give you the option of bill payment and other services that enable you to transfer funds between your share accounts and certain share or investment accounts owned by you or someone else at other financial institutions using an account number and financial institution identifier. An inbound transfer moves funds into an account you own with us from an account you own that is not with us. An outbound transfer moves funds from an account you own with us to an account that is not with us, which is owned by you or someone else.

You will need to provide certain identifying information about each outside account in order to register that account for this service. For inbound and outbound transfers, you agree that you will only attempt to register personal accounts that you own or for which you have the authority to transfer funds that are not held with us. Some of the above services may not be available for certain accounts, customers, or if you access online banking services through our Mobile Banking Apps or mobile web sites.

We cannot guarantee the timely delivery or return of funds as a result of the failure of another financial institution to act in a timely manner. You agree that you will have sufficient available funds in the designated account to cover all outbound transfers on the scheduled date. If the account does not have sufficient available funds on the scheduled date, we may elect not to initiate one or more of the transfers. If we do elect to initiate the transfer, it may cause an overdraft in your account in which case you shall be liable for the overdraft fee and any other fees or charges we impose.

Stop payment orders cannot be placed once an online banking service transfer has been initiated by you and processed by the system, or an electronic bill payment transfer has been made and your account has been debited on the scheduled payment date. You may cancel reoccurring transfers that have not yet been initiated through the system and/or electronic bill payments that have not yet been debited to your account on the scheduled payment date. If you have made a transfer in error, you must reverse the transaction by initiating a correcting transfer. Please note that processed transfers cannot be corrected via online banking services when made as transfer payments to loan accounts. Please contact your lender for the reversal of these transactions or need additional assistance. If you call, we may require you to put your request in writing and send it to us within fourteen (14) calendar days after your call.

Passwords. You agree that we may send notices and other communications, including password confirmations, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that we will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. You agree to: 1) keep your password secure and strictly confidential, providing it only to authorized signers on your account(s); 2) instruct each person to whom you give your password that he or she is not to disclose it to any unauthorized person; and 3) immediately notify us and select a new password if you believe your password may have become known to an unauthorized person. We may suspend or cancel your password even without receiving such notice from you, if we suspect your password is being used in an unauthorized or fraudulent manner.

Termination of Online Banking. We can terminate your right to participate in our online banking at any time if you fail to maintain the security of your password and we suffer a loss, or if you otherwise fail to comply with online provisions or the terms of this Agreement and pay any required fee. Without giving you any advance notice, we may terminate your right to participate in our online banking without cause upon 30 days advance notice. (See “Amendments and Termination” section (p. 7) of this Agreement.)

You may terminate your online banking services at any time by providing notice to us and immediately discontinuing use of the services. You are solely responsible for notifying any participating payees that you have terminated your bill payment transfer capabilities. If you cancel your receipt of the online banking services, we strongly recommend that you cancel all future related transactions that are set up through the online banking services. This will ensure that future payments and transfers made by you are not duplicated.

Changes in Terms. We can change these terms by giving you notice as required by law. Continued use of our online banking by you after notice of a change in terms constitutes acceptance of the change.

Notices. Notices must be in writing and mailed or hand delivered, except that we can give them to you electronically if you have so consented. Notices to you are effective when given, regardless of whether you receive them. Notices to us are effective only when we actually receive them.

Irreconcilable Conflicts. These terms supersede those of your share or loan account agreements to the extent they cannot be reconciled. You expressly waive any share account agreement requirements of one or more signatures for withdrawal when using our online banking. Any one of the persons authorized to make withdrawals from your share accounts is authorized to make transfers pursuant to our online banking, even if your account agreements provide that multiple signatures are required for withdrawal.

Use of Personal Financial Management Software
First Tech online banking supports use of certain personal financial software ("PFM"), namely, but not necessarily limited to Intuit’s Quicken® software. Your account data may be accessed using such PFM. Supported functionality may vary depending upon the version of the software that you are using, and the software that we support may change from time to time.

Use of PFM software is intended to supplement and/or enhance use of our online banking and not replace it. Access to account information through PFM software must be done using an active online banking user name and password or other secure method as required. You are responsible for any necessary purchase, installation, configuration, maintenance, updates and upgrades to the PFM software and/or your computer. If you cancel your receipt of the PFM software itself, your computer or your ability to connect using the PFM software as described in this Agreement.

We will provide you with reasonable assistance, when requested and as we are able, for the purpose of enabling your eligible accounts for use with PFM software that we support. We are not responsible for any problem that you may have using your PFM software to connect to our online banking service if no known problem exists with our systems that might impede such connectivity, or if the problem is due to your software, computer, and/or Internet service. You should verify all account data obtained and transactions executed on your accounts using PFM software. Our records of transactions, instructions, and communications regarding your accounts and online banking access supersede any records stored or created on your computer equipment through the use of PFM software.

This Membership and Account Agreement, its terms and conditions controlling online banking, and other related agreements between you and First Tech govern all transactions, instructions and communications executed or transmitted between you and the user using the PFM software. You are responsible for any and all obligations to any software vendor arising from your use of that vendor’s PFM software.

ELECTRONIC DEPOSIT AGREEMENT
You agree to abide by the terms and conditions set forth in the MOBILE e-DEPOSIT CAPTURE AGREEMENT.
ELECTRONIC FUND TRANSFERS
YOUR RIGHTS AND RESPONSIBILITIES

This Electronic Fund Transfer disclosure does not apply to any accounts other than consumer accounts, as defined by Regulation E.

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

For security reasons, we do not disclose daily transaction limitations in this disclosure. Please contact us for information about daily limits.

Electronic Funds Transfers Initiated By Third Parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party’s account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check or draft to an electronic fund transfer or to electronically pay a returned check or draft charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and credit union information. This information can be found on your check or draft as well as on a deposit or withdrawal slip. Thus, you should only provide your credit union and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your share draft or share savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your share draft or share savings account(s).
- **Electronic check or draft conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your share draft account using information from your check or draft to pay for purchases or pay bills.
- **Electronic returned check or draft charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for insufficient funds.

Automated Phone Banking Transfers - types of transfers - You may access your account by telephone 24 hours a day using your personal identification number, a touch tone phone, and your account numbers, to:

- Transfer funds from share draft to share draft
- Transfer funds from share draft to share savings
- Transfer funds from share draft to loan, line of credit or credit card
- Transfer funds from share savings to share draft
- Transfer funds from share savings to share savings
- Transfer funds from share draft to line of credit, loan, or credit card
- Get account balance information about:
  - The account balance of share draft accounts
  - The account balance of share savings accounts
  - Check cleared by number
  - Loan balances
  - YTD dividends accruals
  - YTD interest paid on loan(s)
  - Last payment on loan

ATM Transfers - types of transfers, dollar limitations, and charges - You may access your account(s) by ATM using your ATM Card and personal identification number or Debit Card and personal identification number or HSA Debit Card and personal identification number, to:

- Make deposits to share draft or share savings account(s) with an ATM, Debit or HSA Debit Card
- Make deposits to share draft account(s) with a Debit Card
- Make deposits to share savings account(s) with an ATM Card
- Get cash withdrawals from share savings account(s) with an ATM or Debit Card
- Get cash withdrawals from share draft account(s) with an ATM or Debit Card
- Transfer funds from share savings to share draft account(s) with an ATM or Debit Card
- Transfer funds from share draft to share draft account(s) with an ATM or Debit Card
- Transfer funds from line of credit to share draft or share savings account(s) with an ATM or Debit Card
- Get information about:
  - The account balance of your share draft or share savings account(s)
  - With an ATM Card
  - With a debit or HSA Debit Card

Some of these services may not be available at all terminals.

Types of HSA Debit Card Point-of-Sale Transactions - You may access your share draft account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

Point-of-Sale Transactions - dollar limitations - Using your card:

- The amount you may withdraw daily is limited

Types of Debit Card Point-of-Sale Transactions - You may access your share draft account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

Point-of-Sale Transactions - dollar limitations - Using your card:

- The amount you may withdraw daily is limited

Types of ATM Card Point-of-Sale Transactions - You may access your share draft and share savings account(s) to purchase goods (in person), pay for services (in person), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

Point-of-Sale Transactions - dollar limitations - Using your card:

- The amount you may withdraw daily is limited

Currency Conversion and Cross-Border Transaction Fees. If you effect a transaction with your Debit Card in a currency other than US Dollars, Mastercard® will convert the charge into a US Dollar amount. The Mastercard currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by Mastercard. The exchange rate Mastercard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account.

Mastercard charges us a Currency Conversion Assessment of 20 basis points (.2% of the transaction) for performing the currency conversion. In addition, Mastercard charges us an Issuer Cross-Border Assessment of 90 basis points (.9% of the transaction) 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. The fee we charge you for international transactions/currency conversions is disclosed on our separate fee schedule.

Advisory Against Illegal Use. You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

Online Banking Transfers - types of transfers and charges - You may access your account(s) by computer through the Internet by logging onto our website at www.firstechfed.com and using your user name, your password, and your multifactor authentication, to:

- Transfer funds from share draft to share draft
- Transfer funds from share draft to share savings
• Transfer funds from share draft or share savings to loan, line of credit or credit card
• Transfer funds from share savings to share draft
• Transfer funds from share savings to share savings
• Make payments from share draft to third parties (Bill Pay)
- see fee schedule for charges

Get information about:
- The account balance of share draft, share savings, loan, line of credit, or credit card account(s)
- The last two years’ statement history of deposits to share draft accounts
• Transfer funds to or from a linked outside personal account
- The amount you may transfer in one day is limited. There is a $25 minimum per transfer.
• Online e-deposit
- The amount you may deposit daily is limited

Mobile Banking Transfers - types of transfers. You may access your account(s) through the browser on your cell or mobile phone at https://my.firsttechfed.com/hp/mobile by using your name, password and multifactor authentication to:
• Transfer funds from share draft to share draft
• Transfer funds from share draft to share savings
• Transfer funds from a share savings to share draft
• Transfer funds from share savings to share savings
• Transfer funds from a share savings or share draft to a credit card
• Make payments from share draft or share savings to third parties (Bill Pay)
- The amount you may transfer daily is limited.
• Get information about:
- The account balance of share draft account(s)
- The account balance of share savings account(s)
- Account history

Mobile Application Transfers - types of transfers. You may access your account(s) through your mobile phone that runs the iOS, Android or Windows Phone platform by downloading the mobile application from the app store and using your name, password and multifactor authentication to:
• Transfer funds from share draft to share draft
• Transfer funds from a share savings to share draft
• Transfer funds from share savings to share savings
• Transfer funds from a share savings or share draft to a credit card
• Mobile e-deposit
- The amount you may deposit daily is limited
• Get information about:
- The account balance of share draft account(s)
- The account balance of share savings account(s)
- Account history
• Make payments from share draft to third parties (Bill Pay)

Health Savings Accounts (HSA). We permit some electronic fund transfers to and/or from your HSA. The electronic fund transfers we permit are offered for the convenience of managing your HSA. However, electronically moving funds to or from your HSA – for example, depositing more than the allowable amount, or getting additional cash back on an HSA Debit Card transaction – can raise a variety of tax concerns. As a result, before electronically accessing any account you may have with us, it is a good practice to make sure you are using the correct access device (such as a card) or accessing the appropriate account for the transaction. Also, it is your responsibility to ensure the contributions, distributions, and other actions related to your HSA, comply with the law, including federal tax law. As always, we recommend consulting a legal or tax professional if you have any questions about managing your HSA. The terms of this disclosure are intended to work in conjunction with the HSA Agreement provided to you earlier. In the event of a conflict, the terms of the HSA Agreement control. You understand that your HSA is intended to be used for payment of qualified medical expenses. It is your responsibility to satisfy any liability resulting from use of your HSA for any purpose other than payment or reimbursement of qualified medical expenses. We do not monitor the purpose of any transaction to or from your HSA. Nor are we responsible for ensuring your eligibility for making contributions or ensuring withdrawals are used for payment or reimbursement of qualified medical expenses. Refer to your HSA Agreement for more information relating to the use of your HSA.

FEES
• We do not charge for direct deposits to any type of account.
• We do not charge for preauthorized payments from any type of account.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

ATM Operator/Network Fees. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

DOCUMENTATION
• Terminal transfers. You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is $15 or less.
• Preauthorized credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can check your account online or call us at (855) 855-8805 to find out whether or not the deposit has been made.
• Periodic statements.

You will get a monthly account statement from us for your share draft accounts.

You will get a monthly account statement from us for your share savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

PREAUTHORIZED PAYMENTS
• Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Please refer to our separate fee schedule for the amount we will charge you for each stop-payment order you give.

• Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice 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.)

• Liability for failure to stop payment of preauthorized transfer.

If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

FINANCIAL INSTITUTION’S LIABILITY

Liability for failure to make transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If you have an overdraft line and the transfer would go over the credit limit.
3. If the automated teller machine where you are making the withdrawal does not have enough cash.
4. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
5. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
6. There may be other exceptions stated in our agreement with you.

CONFIDENTIALITY

In order that your privacy may be protected, we will not disclose any information about you or your account to any person, organization, or agency except:

1. for certain routine disclosures necessary for the completion of a transfer; or
2. for verification of the existence and condition of your account for a credit bureau or merchant; or
In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

(1) Tell us your name and account number (if any).

(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

(3) Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days and 20 business days if the transfer involved a new account after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days and 20 business days if the transfer involved a new account 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. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

FIRST TECHNOLOGY FEDERAL CREDIT UNION
P.O. BOX 2100
BEAVERTON, OREGON 97075-2100

Business Hours: Monday through Friday 6:00 a.m - 6:30 p.m. PT
Excluding Federal Holidays
Phone: (855) 855-8805

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST
NOTICE OF ATM/NIGHT DEPOSIT
FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.

2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don’t leave them at the ATM or night deposit facility because they may contain important account information.

3. Compare your records with the account statements or account histories that you receive.

4. Don’t lend your ATM Card to anyone.

5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.

6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM Card as though it were cash. Don’t tell

anyone your PIN. Don’t give anyone information regarding your ATM Card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don’t write your PIN where it can be discovered. For example, don’t keep a note of your PIN in your wallet or purse.

7. Prevent others from seeing you enter your PIN by using your body to shield their view.

8. If you lose your ATM Card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.

9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.

10. Don’t accept assistance from anyone you don’t know when using an ATM or night deposit facility.

11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.

12. Don’t display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.

13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver’s window. Keep the engine running and remain alert to your surroundings.

14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

SUBSTITUTE CHECKS AND YOUR RIGHTS

As our member we think it’s important for you to know about substitute checks. The following Substitute Check Disclosure provides information about substitute checks and your rights. So you will recognize substitute checks when you receive them, we have included a copy of the front side of a substitute check along with an explanation of the substitute check’s components.

What is a substitute check?

To make check processing faster, federal law permits banks 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 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.

What are my 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, bounced check/NSF fees).

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 interest on the amount of your refund if your account is an interest-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 $2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I 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
P.O. BOX 2100
BEAVERTON, OREGON 97075-2100
(855) 855-8805

You must contact us within 40 calendar days of the date that 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 will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include —

• A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
• An estimate of the amount of your loss;
• An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
• A copy of the substitute check or the following information to help us identify the substitute check: the check number, the amount of the check, the date of the check, and the name of the person to whom you wrote the check.
SUBSTITUTE CHECK IMAGE

Below is an image of a sample substitute check. The numbers listed below the image correspond with the numbers on or near the substitute check image and the corresponding text explains the various components of a substitute check.

These numbers correspond with the numbers on the Substitute Check Image:
1. An image of the original check appears in the upper right-hand corner of the substitute check.
2. A substitute check is the same size as a standard business check.
3. The information in asterisks relates to the "reconverting bank"—the financial institution that created the substitute check.
4. The information in brackets (appears sideways facing check image) relates to the "truncating bank"—the financial institution that took the original check out of the check processing system.
5. The Legal Legend states: This is a LEGAL COPY of your check. You can use it the same way you would use the original check.
6. The MICR lines at the bottom of the image of the original and at the bottom of the substitute check are the same except for the "4" at the beginning of the MICR line on the substitute check, which indicates that it is a substitute check being moved forward for collection purposes. It is also possible for the MICR line on the substitute check to begin with a "5" if the item is being returned. The rest of the MICR line is the same as the original check to ensure that it is processed as though it were the original.

FUNDS AVAILABILITY POLICY DISCLOSURE

This policy statement applies to "transaction" accounts and share savings accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Share draft accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a deposit at an ATM before 3:00 P.M. (Pacific) on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

LONGER DELAYS MAY APPLY

Case-by-case delays. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first $200 of your deposits, however, will be available on the first business day after the day of your deposit.

If we are not going to make all of the funds from your deposit available on the first business day after the day of your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will send you written notice by the day after we receive your deposit.
If you will need the funds from a deposit right away, you should ask us when the funds will be available.

**Safeguard exceptions.** In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:
- We believe a check you deposit will not be paid.
- You deposit checks totaling more than $5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

**SPECIAL RULES FOR NEW ACCOUNTS**

If you are a new member, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first $5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over $5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first $5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the eleventh business day after the day of your deposit.

**DEPOSITS AT ATM TELLER MACHINES and MOBILE e-DEPOSIT**

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the day of your deposit. This rule does not apply to ATMs that we own or operate. Please visit www.firsttechfed.com for a list of ATMs where you can make deposits. All ATMs that we own or operate are identified as our machines. Please refer to the Mobile e-Deposit Capture Agreement for funds availability policies related to electronic deposit of check images.

**COMMON FEATURES**

Bylaw requirements:
You must complete payment of one share in your Membership Savings account as a condition of admission to membership.

**Nature of dividends** - Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period. (This disclosure further explains the dividend feature of your non-term share account(s).)

**National Credit Union Share Insurance Fund** - Member accounts in this credit union are federally insured by the National Credit Union Share Insurance Fund.

Please refer to our separate rate sheet for current dividend rate and annual percentage yield information and to our separate fee schedule for additional information about charges.

**Contact Information**

FIRST TECHNOLOGY FEDERAL CREDIT UNION
P.O. BOX 2100
BEAVERTON, OREGON 97075-2100
www.firsttechfed.com
Phone: (855) 855-8805
Addendum to the Membership & Account Agreement

Effective date of this Addendum to all members: April 15, 2019.

This Addendum sets forth amendments to the Membership and Account Agreement published on January 1, 2019, effective for new members January 1, 2019, and for existing members February 15, 2019. These Amendments are effective as of April 15, 2019. All terms, conditions and provisions of the Membership and Account Agreement that are not expressly amended by this Addendum remain in effect and have not changed.

In Funds Availability Policy section the subsection titled DEPOSITS AT ATM TELLER MACHINES and MOBILE e-DEPOSIT is superseded and replaced in its entirety with the following:

**DEPOSITS AT ATM TELLER MACHINES, MOBILE e-DEPOSIT, and SHARED BRANCH**

**Deposit(s) at Non-Proprietary ATMs**

Non-Proprietary ATM (an ATM that First Tech does not own). The first $200.00 of daily aggregate deposit(s) will be made available on the first business day after we receive your deposit(s). Deposit(s) in excess of $200.00 may not be available until the fifth business day after the day of your deposit(s). For daily aggregate deposit(s) in excess of $5,000.00 longer holds may apply. This rule does not apply to ATMs that we own or operate.

**Deposit(s) at Proprietary ATMs**

Proprietary ATM (an ATM that First Tech owns and operates). The first $200.00 of daily aggregate deposit(s) will be made available on the first business day after we receive your deposit(s). Deposit(s) in excess of $200.00 may not be available until the second business day after the date of your deposit(s). For daily aggregate check deposit(s) in excess of $5,000.00 longer holds may apply.

**Shared Branches**

The first $200 of daily aggregate deposit(s) will be made available on the first business day after we receive your deposit(s). Deposit(s) in excess of $200.00 may not be available until the second business day after the date of your deposit(s). For daily aggregate check deposit(s) in excess of $5,000.00 longer holds may apply.

For determining the availability of your deposit(s), every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit at a shared branch on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at a shared branch on a business day we are not open your deposit will be considered made on the next business day that we are open.

Shared branches are those offices where members of many different credit unions are able to perform transactions to their own credit union account. Shared branching is currently available at most CO-OP locations. (https://coopcreditunions.org)

**Mobile e-Deposit**

Please refer to the Mobile e-Deposit Capture Agreement for funds availability policies related to electronic deposit of check images.