



P.O. Box 5060
DuPont, WA 98327-5060
253.964.3113.
866.968.7128

Business Membership and Account Agreement

This Agreement is the contract of deposit, which covers your and our rights and responsibilities concerning Business Membership and Account(s) offered to you. In this Agreement, the words "you" and "yours" mean those who sign the Account Application Card ("Account Card") or approve an electronic application. The words "we," "us," and "our" mean the America's Credit Union ("Credit Union"). The word "account" means any one or more deposit accounts you have with the Credit Union.

By signing the Business Account Card or completing and transmitting an online account authorization or service request that is a part of the Agreement, each of you, jointly and severally, agree to the terms and conditions in this Agreement, including the **Funds Availability Policy, Electronic Services Agreement, Privacy Policy, and the Truth-in-Savings Disclosures** (Rates and Fee Schedule) accompanying this Agreement, any account receipt, the Credit Union's Bylaws and policies, and any amendments, which collectively govern your Business Membership and Accounts. You agree that additional accounts and services you request in the future will be governed by this Agreement, as amended from time to time.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. 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 to 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.

I. MEMBERSHIP AND ACCOUNTS

1. Membership Eligibility

To be eligible for membership in the Credit Union you must be an individual or organization qualifying within the Credit Union's field of membership and must satisfy the membership qualifications as required by the Credit Union's Bylaws. You authorize us to check financial information data about you by any means allowed by law, including obtaining a credit report or credit score from any consumer reporting agency to verify your eligibility to establish or transact on any accounts and services we offer or you request. Any Authorized Signer designated on the Business Account Card may cast votes on behalf of the organizational member at any regular or special meeting.

2. Individual Business Accounts

An individual account is an account owned by one depositor including any individual or sole proprietor qualified for Credit Union membership. If the account is an individual account, the interest of a deceased individual owner will pass, subject to applicable law, to the decedent's estate.

3. Account Authorization.

You must designate on the Business Account Card who is authorized to act on behalf of the Member/Account Owner as an Authorized Signer. At least one Authorized Signer signing this Business Membership Application/Update is a corporate officer: President, Vice President, Treasurer or Secretary, general partner, LLC Manager/Member, or owner, or other organization officer as applicable. You agree to notify the Credit Union of any change in authority. The Credit Union may rely on the written authorization until the Credit Union is informed of changes in writing and has had a reasonable time to act upon such notice. The Credit Union may require that third party checks payable to a club or association may not be cashed, but must be deposited to the account. The Credit Union shall have no notice of any breach of fiduciary duties arising from a transaction by any agent of the account owner, unless the Credit Union has actual notice of any wrongdoing.

a. Authorized Signers. The persons named on the Business Account Card or Account Change of Authority as Authorized Signers are authorized to act on behalf of the Member with respect to accounts based upon the authority set forth on the Business Account Card or Account Change of Authority

b. Authority of Authorized Signers. The persons named on the Business Account Card or Account Change of Authority are authorized to transact any business of any nature with the Credit Union on behalf of the Member/Account Owner, and take any action regarding the Accounts. The Member/Account Owner agrees to notify the Credit Union in writing of any change in the Authorized Signers' authority. The Credit Union may request any other evidence of an Authorized Signer's authority at any time.

The Credit Union is directed to accept and pay without further inquiry any item, signed by an Authorized Signer drawn against any of the Member's accounts. Unless otherwise indicated, any one Authorized Signer is expressly authorized to endorse all items payable to or owned by the Member for deposit with or collection by the Credit Union and to perform any other transaction permitted under the Agreement.

The authority given to the Authorized Signers named on the Business Membership Application/Update shall remain in full force until written notice of revocation or a Business Membership Application/Update is delivered to and received by the Credit Union at each location where an account is maintained. Any such notice shall not affect any items in process at the time notice is given. An Authorized Signer shall notify the Credit Union of any change in the Member's composition, assumed business names, or any aspect of the entity affecting the deposit relationship between the Member and the Credit Union before any such change occurs. The Credit Union shall have no duty to inquire as to the powers and duties of any Authorized Signer and shall have no notice of any breach of fiduciary duties by any Authorized Signer unless the Credit Union has actual notice of wrongdoing.

4. Deposit Requirements

Funds may be deposited to any account in any manner approved by the Credit Union in accordance with the requirements set forth on the Rate and Fee Schedule. All accounts are non-assignable and non-negotiable to third parties. You agree not to deposit any substitute check or similar item that you have created, or for which no financial institution has provided any substitute warranties and indemnity. If you do so, you agree to indemnify the Credit Union for all losses the Credit Union incurs in connection with the substitute check or item. You agree not to deposit any substitute check without our consent.

a. *Endorsements.* You authorize the Credit Union, in its discretion, to accept transfers, checks, drafts, and other items for deposit into any of your accounts, whether they are endorsed by all payees. You authorize the Credit Union to supply missing endorsements if the Credit Union chooses to supply such endorsements. The Credit Union reserves the right to verify all endorsements on third party checks presented for deposit either in person or by comparison with member signature files. If an insurance, government, and certain other checks or drafts require an endorsement as set forth on the back of the check, the Credit Union may require endorsement as set forth on the check. Endorsements must be placed in the space between the top edge and 1/2, inches from the top edge. The Credit Union may accept drafts or checks with endorsements outside this space. However, if any such endorsement or other markings you or any prior endorser make on the check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by the Credit Union due to the delay or error.

b. *Collection of Items.* The Credit Union shall not be responsible for deposits made by mail or at an unstaffed facility until the Credit Union actually receives them. In handling items for deposit or collection, the Credit Union only acts as your agent and assumes no responsibility beyond the exercise of ordinary care. The Credit Union will not be liable for default or negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. The Credit Union reserves the right to send any item for collection. The Credit Union, in receiving items from you for withdrawal or deposit, acts only as your agent and reserves the right to reverse the credit for any deposited items or to charge your account for the items should they become lost in the collection process.

c. *Final Payment.* All items or Automated Clearing House ("ACH") transfers credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to charge your account for the amount of those items or ACH transfers and impose a return fee on your account. After we have received final payment, we refer to these deposits as collected items. If the Credit Union incurs any fee to collect any item, the Credit Union may charge such fee to your account. The Credit Union reserves the right to refuse or to return all or any item or funds transfer. The Credit Union shall have the right to charge back against your account all previously deposited items or other items endorsed by you that are returned to the Credit Union unpaid, regardless of whether the amount of the item has been available for your use.

d. *Direct Deposits.* The Credit Union may offer direct deposit options allowing you to preauthorize deposits (i.e., payroll checks, Social Security or retirement checks, or other government checks) or preauthorize transfers from other accounts at the Credit Union. You must authorize any direct deposits to your accounts by a separate authorization form. If applicable, you must notify the Credit Union at least thirty (30) days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or direct transfer option. Upon a filing of a bankruptcy, if you fail to cancel any direct deposit authorization, you instruct your employer and the Credit Union to make and apply direct deposits in accordance with your authorization on file with the Credit Union. If the Credit Union is required to reimburse the U.S. Government for any benefit payment directly deposited into your account for any reason, you agree the Credit Union may deduct the amount returned from any of your accounts, unless prohibited by law.

e. *Crediting of Deposits.* Deposits made on Saturdays, Sundays, and Credit Union holidays will be credited to your account on the next business day. Ask for our current deposit cutoff time. Deposits received at unstaffed facilities, such as night depositories, will be credited on the day funds are removed and processed by the Credit Union and are subject to adjustment based on our verification of the items deposited. Items drawn from an institution located outside the United States will not be accepted for deposit. Funds will be credited to your account when we receive final payment. You waive any notice of non-payment, dishonor, or protest regarding any items purchased or received by the Credit Union for credit to your account or for collection.

5. Account Access

a. *Authorized Signature.* We require your authorized signature on your Business Account Card before we will honor transactions on your account(s). The Credit Union is authorized to act on the signature of any one Authorized Signer, even if you maintain internal authorization requirements for multiple signatures. We will not be responsible for verifying the number of signatures on any transactions. Also, we will not be liable for refusing to honor any item or instruction of yours if it believes in good faith that the signature on such item or instruction is not genuine. If you open your account electronically and/or do not provide us with a physical signature, you agree that we may, without liability, accept as genuine any signature that appears to be yours. If you have authorized the use of a facsimile signature, the Credit Union may honor any draft that appears to bear your facsimile signature even if it was made by an

unauthorized person. If you give your account number to a third person, you authorize us to honor transactions initiated by the third person even if you did not specifically authorize a particular transaction. You agree that your electronic consent is your electronic signature which specifically records your signature and constitutes your agreement to the terms and conditions of this Agreement. You agree your electronic signature captured and stored as an image by electronic means shall be sufficient to evidence of your assent to be contractually bound by the Agreement and shall constitute a valid signature for purposes of any provision of this Agreement.

b. *Access Options.* You may make withdrawals or transfers from your account in any manner which is permitted by the Credit Union (i.e., check, automated teller machines (ATMs), debit card, in person, by mail, automatic transfer, Online and Mobile Banking service, or telephone). If the Credit Union accepts any check that is not drawn on a form provided by the Credit Union, you will be responsible for any loss incurred by the Credit Union for handling the check. The Credit Union may return as unpaid any check that is not drawn in the form provided by the Credit Union.

c. *Electronic Check Transactions.*

i. Electronic Checks. If you authorize a merchant to electronically debit your checking account using the routing number, account and serial number of your check to initiate the transfer, whether the check is blank, partially or fully completed and signed, such authorization is an electronic check conversion. An electronic check conversion is an electronic funds transfer (EFT) subject to the terms of your Electronic Services Agreement. You authorize us to honor any electronic check conversion from your checking account just the same as a regular written check.

ii. Electronic Re-Presented Checks. If you write a check that we return unpaid because of insufficient or uncollected funds, payee or any subsequent holder of the check may re-present the check to us, through an electronic instruction (Electronic Re Presented Check) to charge your account for the amount of the check. If we receive an electronic re-presented check, we will pay or return the electronic re-presented check as if the original paper check was presented to us. Any collection fee you authorize the merchant to debit from your account is an Electronic Services subject to the terms of your Electronic Services Agreement. If you want to reverse an electronic re-presented check, you must give us an affidavit within 15 days after we send or make available to you the periodic statement that reflects payment of that electronic re-presented check. In your affidavit, you must declare and swear under oath that the electronic re-presented check was ineligible or unauthorized. If we receive proper notice or affidavit from you within the 15-day period, we will re-credit your account with the amount of the charge. If you wish to stop payment of any electronic re-presented check, you must follow the procedures contained in this Agreement for stopping payment of checks, not the procedures for stopping payment on electronic loan or bill payments. If you ask us to request the depositor's bank to send us the original paper check or a copy of the paper check, and we provide it to you, you agree that you will not seek to have your account re-credited due to a prior stop payment order or if the item is otherwise ineligible for collection.

d. *ACH & Domestic Wire Transfers.* If offered, you may initiate or receive credits or debits to your account via wire transfer or ACH (Automated Clearing House) transfer. You agree that if you receive funds by a wire or ACH transfer, the Credit Union is not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. The Credit Union may provisionally credit your account for an ACH transfer before it receives final settlement for the transfer. You agree that if the Credit Union does not receive final settlement for a transfer, it may reverse the provisional credit to your account, or you will refund the amount to the Credit Union. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account number. The Credit Union (and other institutions) may rely on the account or other identifying number you give as the proper identification number, even if it identifies a different party or institution. Terms and conditions for international wire transfers will be provided at the time of the transfer transaction. Domestic wire transfers are governed by the Uniform Commercial Code Section 4A, and (if the transfer is cleared through the Federal Reserve) by Federal Reserve Regulation J. International wire transfers are governed by the Bureau of Consumer Financial Protection Regulation E. ACH transactions are governed by the rules of the National Automated Clearing House Association. Under those rules, if you have revoked your authorization for previously authorized ACH transactions, the Credit Union will not be responsible for the unauthorized ACH debits to your account if you fail to notify us in writing within 15 days after we send, or make available to you, the statement containing that entry. You agree that the authorized transfer to or from your account must comply with all applicable federal and state laws or regulations including OFAC (Office of Foreign Asset Control) regulations.

e. *International ACH Transactions.* You understand that in the event of an International ACH Transaction ("IAT") Entry that is transmitted to or from any one of your accounts is identified and designated by the Credit Union's screening criteria for review and examination under the OFAC Rules and Regulations ("OFAC Rules"). The settlement of such an IAT Entry may be delayed or suspended pending the Credit Union's review of the IAT Entry, and may be terminated under applicable OFAC Rules. You acknowledge that we may be required to place an indefinite hold on the funds covered by the IAT Entry if the IAT Entry is required to be terminated under the OFAC Rules. You agree that any delay described above will be a permissible delay under the regulations applicable to the availability of funds held in deposit accounts. In the event an IAT Entry is delayed or terminated, we will provide you such notice as may be required by applicable laws and regulations.

f. *Credit Union Examination.* The Credit Union may disregard information on any check other than the signature of the drawer and amount of the item and any magnetic encoded information. You agree the Credit Union does not fail to exercise ordinary care in paying an item solely because its procedures do not provide for sight examination of items.

6. Account Rates and Fees

The Credit Union's payment of interest or dividends on any account is subject to the account rates, fees, earnings, payment and balance requirements as set forth on the Rate and Fee Schedule. You agree the Credit Union may impose fees for the deposit account

services provided by the Credit Union. A current Rate and Fee Schedule has been provided to you separately. You agree the Credit Union may change the Rate and Fee Schedule from time to time and you will be notified of such changes as required by law.

7. Transaction Limitations

a. *Withdrawal Restrictions.* The Credit Union will permit a withdrawal only if you have sufficient available funds in your account to cover the full amount of the withdrawal or have an established overdraft protection plan. Checks or other transfer or payment orders which are drawn against insufficient available funds will be subject to a service fee, set forth in the Rate and Fee Schedule. If there are sufficient available funds to cover some but not all your withdrawal orders, the Credit Union may allow those withdrawals for which there are sufficient available funds. The Credit Union may also refuse to allow a withdrawal in other cases, for example: any dispute between the owners about the account (unless a court has ordered the Credit Union to allow the withdrawal), a legal garnishment or attachment is served, the account secures an obligation to the Credit Union, any required documentation has not been presented, or you fail to repay a Credit Union loan on time. You will be advised of the reasons for refusal if such action is taken. The Credit Union reserves the right to require members to give notice in writing of any intended withdrawals from any account (except checks) of not less than seven (7) days and up to sixty (60) days, as required by law, before such withdrawal.

b. *Transfer Limitations.* For Savings accounts and Money Market accounts, you may make up to six (6) pre-authorized, automatic, online, telephonic or audio response transfers, to another account of yours or to a third party during any calendar month. A pre-authorized transfer includes any arrangement with the Credit Union to pay a third party from the member's account upon oral or written orders including orders received through the ACH. There is no limit on the number of transactions you may make in the following manner: (i) transfers to any loan account with the Credit Union, and (ii) transfers to another Credit Union account or withdrawals (checks mailed directly to you) when such transfer or withdrawal is initiated in person, by mail or at an ATM. If a transfer request would exceed the transfer limitations set forth above in any statement period, the Credit Union may refuse or reverse the transfer, and your account will be subject to suspension or closure by the Credit Union and the Credit Union may impose a fee.

8. Overdrafts

a. *General Overdraft Liability.* If on any day, the available funds in your checking account are not sufficient to cover checks and other items (ACH, debit card or ATM card transactions) posted to your account, those checks and items will be handled in accordance with our overdraft procedures and the terms of this Agreement. If we pay a check or item that overdraws your account, you are liable for and agree to pay the overdraft amount and an insufficient funds (NSF) fee immediately. If we do not pay the check or item, we will return it unpaid and you agree to pay a return item fee. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payer bank extra time beyond any midnight deadline limits.

b. *How We Process Checks & Items.* The Credit Union's determination of an insufficient account balance is made at the time the check or item is presented to us, which may be later during the day than the time you conduct the transaction. Overdrafts will be determined based on the available balance in your checking account at the time a check or item is presented. Your available balance may be lower than your actual balance due to funds held for debit card transactions you have authorized and deposited checks held pursuant to our funds availability policy. Transactions may not be presented in the order which they occurred and the order in which checks or items are received and processed may affect if an overdraft occurs. The Credit Union processes checks and items as follows: (i) checks are paid in the first-received, first-paid sequence. The Credit Union will pay checks by order of check number- i.e. check number sequence (lowest first), (ii) ACH items, credits are processed first and ACH debits processed second, in the chronological order they are received, and (iii) debit card transactions are also paid in the chronological order they are received.

c. *Overdraft Protection Plans.* If we approve your request for overdraft protection, we will provide an overdraft protection plan for you.

i. Transfers from Line of Credit. We will honor checks and other items drawn on insufficient funds in your checking account by transferring the necessary funds from your designated Line of Credit Account, if applicable. If you are within the credit limit of your line of credit account, you authorize us to transfer funds in amounts necessary to cover the overdraft. If your credit limit is insufficient to cover the overdraft amount, we will not transfer any amount. Unless another overdraft protection plan applies, we will return the check or item unpaid. There is no cash advance fee, but interest will begin to accrue from the date of any advance transfer. You may opt out of this overdraft transfer service at any time by notifying us verbally or in writing.

ii. Transfers from Savings. We will honor checks and other items drawn on insufficient funds in your checking account by transferring the necessary funds from a savings account or other deposit account as you designate. If you have enough funds in your savings account, you authorize us to transfer funds in amounts necessary to cover the overdraft. If your savings account balance is insufficient to cover the overdraft amount, we will not make any transfer that overdraws your savings account. Unless another overdraft protection plan applies, we will return the check or item unpaid. There is an overdraft transfer fee for each overdraft transfer as set forth on the Rate and Fee Schedule. You may opt out of this overdraft transfer service at any time by notifying us verbally or in writing. Transfers from a savings account will be governed by this Agreement.

iii. Overdraft Service. We offer a discretionary overdraft service (Overdraft Service) to cover overdrafts on your checking accounts. The Credit Union offers the Overdraft Service to eligible business checking account owners who qualify. The Overdraft Service is provided to qualified accounts automatically for checks; ACH; ATM and debit card purchase transactions; and online transactions and you have the option to opt-out of the service at any time.

d. *Terms & Conditions of Overdraft Service.* The Overdraft Service will be provided under the following terms and conditions.

i. Discretionary Service. Under the Overdraft Service, we are not obligated to pay any check or item presented for payment if your account does not contain sufficient funds. We may, as a discretionary service and not as a right of yours or our obligation to you, pay overdrafts up to an approved overdraft limit under the terms of this service and subject to this Agreement. This overdraft service is not a line of credit, is not guaranteed, and is independent of any loan arrangement you may have with us. We will not pay an overdraft for you in excess of any limit we have established for your account type. Also, we may refuse to pay an overdraft for you at any time, even if we have previously paid overdrafts for you.

ii. Overdraft Transactions Covered. If on any day, you do not have available funds in your account, the following transactions, which may result in an insufficient or negative balance ("overdrafts"), may be covered under our service: checks, debit card purchases, online or other electronic funds transfers, ACH debits and other payments or withdrawals authorized by you, account service charges, pre-authorized drafts, and any other items that may be posted to your account. If we pay an item, we will pay the item in the order it is presented or received by us, regardless of amount and in accordance with our normal operating procedures for such checks, items or transactions.

iii. Overdraft Limit. If you qualify, the Credit Union may pay overdrafts up to a limit to which you qualify, we may pay overdrafts up to this overdraft limit provided you continue to qualify for the service. The Credit Union's fees and charges and each paid check or item will be included in this limit. This overdraft limit will not be included or reflected in the actual balance of your account provided by a teller, at ATM or POS facilities, through online services or on your periodic statements. If you have reached your overdraft limit, any checks or items presented to us will be returned for insufficient funds.

iv. Notification. If you enroll in our email alerts service, we will notify you of any insufficient funds transactions. However, we have no obligation to notify you before we pay or return any item.

v. Overdraft Fees. There is an Overdraft fee for each overdraft check or item we pay as set forth on the Rate and Fee Schedule. If we do not pay the overdraft, there is a Returned Item fee for each check or item we return as set forth on the Rate and Fee Schedule. These fees may be amended as set forth in our Rate and Fee Schedule. There is no limit on the amount of overdraft fees that we will charge on any one day. If you have excess overdraft activity, we will notify you in writing to consider discontinuing the Service.

e. *Member Repayment Responsibility.* You agree your overdraft balance, including applicable overdraft fees, is due and payable upon demand. If there is more than one owner on an account, all owners are jointly and severally liable for repayment of the overdraft balance. If you fail to repay your overdraft balance within 31 days of notice from us, we may immediately suspend the Overdraft service. Accounts may be closed for failure to repay overdraft balances and we will report account closures to consumer reporting agencies.

f. *Member Opt-Out Right.* We offer the Overdraft service as a service and convenience to members for incidental overdrafts. We do not encourage you to repeatedly overdraw your account. We encourage you to manage your finances responsibly. You may opt out of the Overdraft service at any time by notifying us verbally or in writing. We may require that any verbal opt-out be confirmed in writing. You understand that by opting out of this service, we may refuse to pay any check or item that is presented against an insufficient balance on your account and you will be responsible for any Returned Item fees. You are still responsible to pay any overdraft, even if you have opted out of the service.

9. Postdated and Stale Dated Checks

You authorize us to accept and pay any check, even if the check is presented for payment before its date, unless you notify the Credit Union of the postdating. Your notice will be effective only if the Credit Union receives the notice in time for the Credit Union to notify its employees and reasonably act upon the notice and you accurately describe the check, including the number, date, and amount. You understand that the exact information is necessary for the Credit Union's computer to identify the check. If you give the Credit Union an incorrect, incomplete, or untimely notice, the Credit Union will not be responsible for paying the item before the date stated and the Credit Union may charge your account as of the date the Credit Union pays the item. You may make an oral notice which will lapse within fourteen (14) days unless continued in writing, within that time. You also agree not to deposit checks, drafts, or other items before they are properly payable. The Credit Union is under no obligation to you to pay a check drawn on your account which is presented more than six (6) months after its date.

10. Stop Payment Orders

a. *Stop Payment Request.* You may ask the Credit Union to stop payment on any check drawn upon or ACH debit scheduled from your checking account. You may request a stop payment by telephone, by mail, Online Banking service or in person. For checks, the stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order. For ACH debits, the stop payment order must be received at least three banking days before the scheduled date of the transfer. You must state the number of the account, date and the exact amount of the check or ACH and the number of the check or originator of the ACH debit. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the number of the account, date and number of the item, its exact amount, and to whom it was issued. If you give the Credit Union incorrect or incomplete information, the Credit Union will not be responsible for failing to stop payment on the item. If the stop payment order is not received in time for the Credit Union to act upon the order, the Credit Union will not be liable to you or to any other party for payment of the item. If we recredit your account after paying a check over a valid and timely stop payment order, you agree to sign a

statement describing the dispute with the payee, to transfer all of your rights against the payee or other holders of the check to the Credit Union, and to assist the Credit Union in legal action taken against the person.

b. *Duration of Order.* You may make an oral stop payment order which will lapse within ~~fourteen~~ (14) calendar days unless continued in writing within that time. A written stop payment order on a check or an ACH transaction will continue for six (6) months and may be renewed for additional six (6) month periods by requesting in writing that the stop payment order be renewed within a period which the stop payment order is effective. We are not required to notify you when a stop payment order expires.

c. *Liability.* The Credit Union may charge a fee for each stop payment order requested, as set forth in the Rate and Fee Schedule. You may not stop payment on any certified check or draft, cashier's check or teller's check, or any other check, draft, or payment guaranteed by the Credit Union. You should be aware that while payment of the item may be stopped, you may remain liable to any person, including the Credit Union, who is a holder of the item despite the stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney fees, damages or claims related to the Credit Union's action in refusing payment of an item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

11. Credit Union's Liability for Errors

If the Credit Union does not properly complete a transaction per this Agreement, the Credit Union may be liable for your losses or damages but not to exceed the amount of the transaction, except as otherwise provided by law. The Credit Union will not be liable if: (a) through no fault of the Credit Union, your account does not contain enough money to make the transaction, (b) circumstances beyond the Credit Union's control prevents the transaction, (c) your loss is caused by your negligence including your failure to examine your statements, (d) the negligence of another financial institution, or (e) the funds in your account is subject to legal process or another claim. The Credit Union will not be liable for consequential damages except liability for wrongful dishonor. The Credit Union's actions will constitute the exercise of ordinary care if such actions or nonactions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearing house rules, and general banking practices followed in the area serviced by the Credit Union. You grant the Credit Union the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Account Agreement. Any conflict between oral representations by you or Credit Union employees and any written form will be resolved by reference to this Agreement and applicable written form.

12. Credit Union Lien and Security Interest

To the extent, you owe the Credit Union money as a borrower, guarantor, endorser or otherwise, the Credit Union has a lien on any or all of the funds in any account in which you have an ownership interest at the Credit Union, regardless of the source of the funds. The Credit Union may apply these funds in any order to pay off your indebtedness without further notice to you. If the Credit Union chooses not to enforce its lien, the Credit Union does not waive its right to enforce the lien at a later time. In addition, you grant the Credit Union a consensual security interest in your accounts and agree the Credit Union may use the funds from your accounts to pay any debt or amount owed the Credit Union, except obligations secured by your dwelling, unless prohibited by applicable law. All accounts are non-assignable and non-transferable to third parties.

13. Legal Process

If any legal action, such as a levy, garnishment, or attachment, is brought against your account, the Credit Union may refuse to pay out any money from your account until the dispute is resolved. If the Credit Union incurs any expenses or attorney fees in responding to legal process, such expenses may be charged against your account without prior notice to you, unless prohibited by law. Any legal process against your account is subject to the Credit Union's lien and security interest.

14. Account Information

Upon your request, the Credit Union will inform you of the name and address of each credit reporting agency from which the Credit Union obtains a credit report in connection with your account. The Credit Union agrees not to disclose information to third parties about your account regarding any transaction or balances except when: (a) it is necessary to complete the transaction; (b) the third party seeks to verify the existence or condition of your account in accordance with the Fair Credit Reporting Act or other applicable laws and regulations; (c) such disclosure is in compliance with the law, government agencies or court orders; or (d) you give us your express permission.

15. Notices

a. *Name or Address Changes.* It is your responsibility to notify the Credit Union upon a change of address or change of name. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to the Credit Union. The Credit Union will accept notices of a change in address and any other notice from you to the Credit Union only if provided in writing, in person, by telephone, by Online Banking service, or secure messaging. The Credit Union may also accept notices of address changes from the post office. If the Credit Union attempts to locate you, the Credit Union may impose a service fee as set forth in the Rate and Fee Schedule.

b. *Notice of Amendments.* Except as otherwise prohibited by applicable law, the terms of this Agreement are subject to change at any time. The Credit Union will notify you of any changes in account terms, rates, or fees as required by law. The Credit Union

reserves the right to require written consent of all account owners for a change of ownership, such as adding an Authorized Signer. Only the member may remove another Authorized Signer from the account. The Credit Union reserves the right to waive any term in this Agreement. Any such waiver shall not affect the Credit Union's right to enforce any right in the future.

c. *Effect of Notice.* Any written notice you give to the Credit Union is effective when it is actually received by the Credit Union. The Credit Union reserves the right to accept oral instructions, and you agree to hold the Credit Union harmless from any liability as a result of such instructions. Any written notice the Credit Union gives to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Notice to any one Authorized Signer is considered notice to all Authorized Signers and owners of the account.

d. *Negative Information Notice.* We may report information about your loan, share or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

e. *Electronic Signatures.* You understand and agree that your electronic consent is your electronic signature which specifically records your signature and assent to the Membership and Account Agreement and constitutes your agreement to the terms and conditions of the Membership and Account Agreement. You agree your electronic signature captured and stored as an image by this electronic means shall be sufficient to evidence of your assent to be contractually bound by the Agreement and shall constitute a valid signature for purposes of any provision of this Agreement.

16. Statements

a. *Contents.* If the Credit Union provides a statement for your account, you will receive a periodic statement of all transactions and activity on your account during the statement period. If a periodic statement is provided you agree that only one statement is necessary for a multiple party account. For checking accounts, you understand that when paid, your original check (or any substitute check) becomes property of the Credit Union and may not be returned to you. You agree to keep a copy or carbon copy of your original check in order to verify its validity. If you request us to provide you with an original check or sufficient copy, you agree that we may provide an electronic image of the original check or sufficient copy if you have agreed to receive account information or statements electronically. You understand your statements and checks are made available to you on the date the statement is mailed to you.

b. *Examination.* You are responsible for examining each statement and reporting any irregularities to the Credit Union. The Credit Union will not be responsible for any forged, altered, or unauthorized check or item drawn on your account if (i) you fail to notify the Credit Union within 30 days of the mailing date of the earliest statement and availability of checks containing any forgery, alteration, or unauthorized signature on the item or (ii) any items forged or altered in a manner not detectable by a reasonable person including the unauthorized use of a facsimile signature machine. For Electronic Services, you have separate requirements for examining your statements and notifying us of statement errors or unauthorized electronic funds transactions as set forth in the Electronic Services Service Agreement.

c. *Notice to Credit Union.* You agree that the Credit Union's retention of checks does not alter or waive your responsibility to examine your statements and check copies, or the time limit for notifying the Credit Union of any errors. The statement will be considered correct for all purposes and the Credit Union will not be liable for any payment made or charged to your account unless you notify the Credit Union in writing within the above time limit after the statement and checks are made available to you.

d. *Electronic Statements (eStatements) & Notices.* If you have elected to receive your statement and account notices electronically, your statement and notices will be available through the Online Banking service to access, review, print, and otherwise copy or download each month.

17. Inactive and Abandoned Accounts

If you have not made a transaction involving your account for more than twelve (12) months, the Credit Union may classify your account as inactive and may charge an inactive account service fee as allowed by applicable law and set forth on the Rate and Fee Schedule. If your account is classified as inactive and the Credit Union has been unable to contact you by regular mail during this period, the Credit Union may classify your account as dormant and may charge a dormant account service fee as allowed by law and set forth on the Rate and Fee Schedule. Thereafter, dividends or interest may not be paid on the account if the balance falls below any minimum balance requirement. You authorize us to transfer funds from any available account of yours to cover the monthly maintenance fee, if necessary. If a deposit or withdrawal has not been made on the account, you have not otherwise indicated an interest in the account, or the Credit Union has had no other contact with you within three (3) years as required by the Uniform Unclaimed Property Act, the account will be presumed to be abandoned. Funds in abandoned accounts will be remitted in accordance with state law. Once funds have been turned over to the state, the Credit Union has no further liability to you for such funds. If you choose to reclaim such funds, you must apply to the appropriate state agency.

18. Termination of Account

The Credit Union may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if: (a) there is a change in owners or authorized signers, (b) there has been a forgery or fraud reported or committed involving your account, (c) there is a dispute as to the ownership of the funds in the account, (d) any account checks are lost or stolen, (e) if there are excessive returned unpaid items not covered by an overdraft plan, or (f) if there has been any misrepresentation or any other abuse of any of your accounts, (g) we reasonably deem it necessary to prevent a loss to us, or (h) if you engage in any activity of betting or wagering or are otherwise engaged in any internet gambling business, or any owner or authorized user causes the Credit

Union to suffer a loss. You may terminate your account at any time by notifying the Credit Union by oral direction or in writing. The Credit Union is not responsible for payment of any check, withdrawal, or other item once your account is terminated; however, if the Credit Union pays a check after termination, you agree to reimburse the Credit Union for payment.

19. Termination of Membership

You may terminate your membership at the Credit Union after giving written notice of your intent to withdraw. You may be expelled if there has been any misrepresentation or any other abuse on any of your other accounts or if you fail to comply with the Credit Union policies, procedures, or Bylaws, conduct yourself in a threatening or abusive manner to Credit Union personnel, or willfully damage Credit Union property. You may be denied service or expelled from membership for any reason allowed by applicable law, including causing a loss to the Credit Union or violating any terms of membership. If you are expelled, you may not be a joint account owner on another account.

20. Special Account Instructions

You may request the Credit Union to facilitate certain trust, will, or court-ordered account arrangements. However, because the Credit Union does not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. You and any surviving owner or beneficiary agree(s) to indemnify and hold the Credit Union harmless from any claim or liability asserted against the Credit Union because of the disposition of funds in reliance on this agreement and any account designation of yours. If you ask the Credit Union to follow instructions that the Credit Union believes might expose it to claims, suits, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, the Credit Union may refuse to follow your instructions or may require you to post a bond or otherwise indemnify the Credit Union. Any item presented with a full payment legend must be presented in person to a Credit Union officer; otherwise, payment is accepted with full reservation of rights. Account changes requested by you must be evidenced by a signed Account Card and be accepted by the Credit Union. You understand and agree that the Credit Union may choose to retain electronic or imaged copies of any original documents and you agree that an electronic or image copy is as valid as an original document.

21. Enforcement

You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, (subject to applicable law), to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions, if applicable.

22. Governing Law

This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the State of Washington and the state in which you reside, as applicable, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the courts in the county where the Credit Union is located or the county in which the member resides if required by law. In the event that any paragraph of this Agreement or any portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of this Agreement shall not be invalid or unenforceable and will continue in full force.

Funds Availability Policy

1. General Funds Availability Policy

For savings accounts, we reserve the right to place reasonable holds on deposited funds to the extent permitted by law.

For checking accounts, our general policy is to make funds from your deposits available to you on the first business day after the day that 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 and/or we will use them to pay checks that have been written. For check deposits, other than government checks, made at a shared branch facility of ours we will place a two-business day hold on the funds from such deposits. 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 5:00pm 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 5:00 pm or on a day that we are not open, we will consider that the deposit was made on the next business day we are open.

2. Reservation of Right to Hold

In some cases, we will not make all the funds that you deposit by check available to you on the first business day after we receive your deposit. Depending on the type of check that you deposit (e.g. large checks without available funds or third party check), funds may not be available until the second business day after the day of your deposit. However, the first \$200 of your deposit will be

available on the first business day after the day of deposit. If we are not going to make all of the funds from your deposit available on the first business day, 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 mail you the notice by the day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

3. Holds on Other Funds

If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, 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.

4. Longer Delays May Apply

We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- a. We believe a check you deposit will not be paid.
- b. You deposit checks totaling more than \$5,000 on any one day.
- c. You deposit a check that has been returned unpaid.
- d. You have overdrawn your account repeatedly in the last six months.
- e. There is an emergency, such as failure of communications or computer 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 seven (7) business days after the day of your deposit.

5. 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. The excess over \$5,000 will be available on the ninth (9) 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 (2nd) business day after the day of your deposit. Funds from all other check deposits will be available on the eleventh (11th) business day after the day of your deposit unless deposited through an ATM then will be available on the thirtieth calendar day after the day of your deposit.

6. Mobile Deposits

You agree that items transmitted using the mobile deposit services are not subject to the funds availability requirements of the Federal Reserve Board, Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 7:00 p.m. Pacific Time on a business day we are open, we will consider that the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Services will generally be made available by 9:00a.m. on the second business day from the day of deposit. ACU may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors that ACU, in its sole discretion, deems relevant.

Electronic Services Agreement

This Agreement is the contract which covers your and our rights and responsibilities concerning the Electronic Services including: Online and Mobile Banking, Bill Payer, Send Money, eWallets (including ACU Cards), ATM and Debit Cards, Telephone Teller, Direct Deposit and Mobile Deposit services (collectively "Electronic Services") offered to you by America's Credit Union ("Credit Union"). In this Agreement, the words "you" and "yours" mean those who enroll for any of the Electronic Services and any authorized users. In this Agreement, the words "we" and "us" and "our" and "ours" mean America's Credit Union. The word "account(s)" means any one or more savings, checking and loan accounts you have with the Credit Union and ("EFT") means all electronic services, except Remote Capture and Mobile Deposits. By submitting an Online, Mobile or other approved enrollment, you agree to the following terms governing your and our rights and responsibilities concerning the Electronic Services provided to you.

The terms of this Agreement apply to both consumer and business members, except as specifically provided in this Agreement. For business and organizational accounts, the Electronic Services may be established by any authorized user of the account holder.

1. Online Banking.

Upon approval, you may use your personal computer or other connection device to access your accounts. You must use your chosen User Name along with a temporary password to access your accounts. The first time you log in you will be required to change your password. The Online Banking service is accessible seven (7) days a week, 24 hours a day. However, from time to time, some or all the Online Banking services may not be available due to system maintenance. You will need a personal computer or other connection device and a web browser (most current). The online address for the Online Banking service is www.youracu.org. You are responsible for the installation, maintenance and operation of your computer or other connection device and modem. The Credit Union will not be responsible for any errors or failures involving any telephone service or your computer or other connection device.

a. **Online Banking Transactions.** At the present time, you may use Online Banking to:

- Obtain account information such as balances, last dividend amount and date, IRA contributions, copies of checks that have cleared;
- Obtain loan information such as current balance, interest paid, payment amount, payment due date, and pay off information;
- Initiate stop payments on checks;
- Transfer funds to accounts of other members and persons;
- Transfer funds between your savings and checking accounts;
- Loan advance from your Line of Credit to your savings and checking accounts;
- Send ACH payments to yourself at another financial institution;
- Order checks;
- Make loan payments;
- Withdrawal funds from checking and savings accounts;
- Review available copies of cleared checks, eStatements, and tax information;
- Download transaction information to personal financial management software from checking and savings accounts;
- Pay bills through Online Bill Pay Service from your checking account; and
- Send messages to the Credit Union.

Transactions involving your savings and checking accounts will be subject to the terms of your Membership and Account Agreement. Transactions involving your loan accounts will be subject to your applicable Loan Agreement and Disclosures.

b. **Online Banking Service Limitations & Requirements.** The following limitations and requirements on Online Banking transactions may apply:

i. *Transaction Authorization.* You authorize us to debit your account for any transactions processed through Online Banking or other Electronic Service, and for any fees incurred. You authorize us to initiate any reversing entry or reversing file, and to debit your accounts at the Credit Union or elsewhere, in order to correct any erroneous transaction. You agree to cooperate with any action to reverse a transaction that was made in error and to offset any benefit you receive against any loss we suffer.

ii. *Transfers.* You may transfer funds between your accounts as often as you like. However, transfers from your savings or money market accounts will be limited to a total of six (6) in any one month. You may transfer or withdraw up to the available balance in your account or up to the available overdraft protection limit or credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

iii. *Account Information.* The account balance and transaction history may be limited to recent account information. Availability of funds for transfer or withdrawal may be limited due to the processing time required for ATM deposit transactions and our Funds Availability Policy.

iv. *Secure Messaging.* You may use the secure messaging function within Online Banking to send messages to us during business hours. However, the secure messaging function may not be used to initiate a transfer on your account. The Credit Union may not immediately receive messaging communications sent by you; therefore, the Credit Union will not take action on transaction requests. Contact the Credit Union immediately regarding any unauthorized transaction or stop payment request; call the Credit Union at the telephone number provided.

v. *E-Alerts.* You may elect to receive E-Alerts through your ACU Online Banking account. E-Alerts are e-mails sent to you to notify you of certain transactions or events happening on your account. Each E-Alert can be sent to multiple e-mail or cellular phone addresses within minutes of the actual transaction. The E-Alert program is free with Online Banking enrollment. Through Online Banking you select from a list of E-Alerts you want delivered to you by e-mail and or your cellular phone. You must know the e-mail address of your cellular phone, however depending on the rate plan with your cellular phone service provider you may incur standard text messaging or data charges. Due to message length, you may receive an abbreviated version of a "Moderate" or "Specific" detail level E-Alert when sent

to a cellular phone. You can change or cancel your E-Alerts anytime through your ACU Online Banking account.

2. Online Bill Payment

When you apply for bill payment service ("Bill Pay") you must designate your checking account as the account from which payments that you authorize will be deducted. You will be given the ability to set up merchants, institutions or individuals that you would like to pay. You are not permitted to designate governmental agencies or courts. All payees must be in the United States. We reserve the right to not allow the designation of a particular merchant or institution.

a. Bill Pay Transactions

The Online Bill Payment service allows you to access your account to pay most bills. By submitting an online request for the Online Bill Payment service, each of you jointly and severally agree to the terms and conditions in this Agreement, and any amendments. You authorize us to process Online Bill Payments from your designated account(s). You may use the Online Bill Payment service to initiate two (2) different types of payment transactions, as well as transaction information:

- *Make Bill Payments.* Pay any designated merchant, institution or individual in accordance with this agreement, a fixed recurring amount or a variable amount from your designated checking account.
- *Obtain Information.* Obtain information (payee information, payment status information, etc.) about your bill payment account status.
- *Bill Pay Payment Transactions.* You authorize us to process bill payments from your designated account. You may use the Bill Pay service to initiate different types of payment transactions.

There is a minimum dollar limit on any one-bill payment of \$1.00. Online Bill Payments to tax entities, collection agencies, court-order payments, such as alimony, child support, speeding tickets, etc., non-US payees and terrorists are not allowed. Transfers to or from any account are subject to the terms and conditions applicable to that account as set forth in this Agreement and the current Deposit Rate & Fee Schedule.

Payee

A payee is an individual or business to whom you want to make a payment. There is no limit to the number of payments you may schedule. Payees must be located in the United States, Guam, US Virgin Islands or Puerto Rico. When you transmit an Online Bill Payment instruction to us, you authorize us to transfer funds to make the Online Bill Payment transaction from your account. We will process bill payment requests only to those payees that you have provided within the Online Bill Payment service.

Processing Payments

The amount of your requested bill payment will be deducted from your account on the Send On Date and will be processed by us on that date or the next business day should the processing date fall on a Saturday, Sunday or Credit Union observed holiday. Therefore, you must have sufficient funds available to cover your payments on the Send On Date in order to have your payment made by your specified Delivery Date.

Online bill payments are delivered to the payee either electronically, which may take up to two (2) business days from the Send On Date, or by check to those payees not set up to accept electronic payments, which may take up to five (5) business days from the Send On Date. It is your responsibility to schedule your online bill payments in such a manner that your obligations will be paid on time. You should enter and transmit your online bill payment instructions at least five (5) business days before a bill is due. If you do not allow sufficient time or your account has insufficient funds, you assume full responsibility for any late payments, finance charges that may be imposed, or other actions taken by a payee as a result of a late (or unpaid) payment. We will not automatically resubmit a payment.

In any event, the Credit Union will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for providing or entering. If there are insufficient funds in your account to make the Online Bill Payment request, we may (in our sole discretion) either refuse to make the payment or make the payment and transfer funds from any overdraft protection account you have established. The Credit Union reserves the right to refuse to process payment instructions that reasonably appear to the Credit Union to be fraudulent or erroneous.

i. *Payment Transactions.* You may use Bill Pay to initiate single or recurring bill payment transactions. Single payments are payments initiated today with today's transfer date. Payments can be canceled or changed through Bill Pay until funds are withdrawn from the account. Recurring payments are payments that reoccur on a preset date with a fixed amount. You have the option in Bill Pay to set recurring payments to continue indefinitely or to stop on a specific date. Payments can be canceled or changed through Bill Pay until funds are withdrawn from the account.

ii. *Number and Authorized Payees.* There is no limit on the number of payments you may authorize. You may not make payments to federal, state or local governments, tax entities, collection agencies, court-order payments, such as alimony, child support, speeding tickets, etc., non-US payees, terrorists, or other categories of payees we designate from time to time. When you submit, a Bill Pay transaction, you authorize us to transfer funds from your checking account. We will process Bill Pay transactions only to those payees the Credit Union has designated, payees you authorize and payees for whom the Credit

Union has the proper payee member number. The Credit Union will not process any Bill Pay transfer if we know the required transaction information is incomplete. In any event, the Credit Union will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for entering or knowing. If there are insufficient funds in your account to process the Bill Pay transaction, we may refuse to process the transaction or we may process the transaction and transfer funds from any overdraft protection account you have authorized. The Credit Union reserves the right to refuse to process transactions that reasonably appear to the Credit Union to be fraudulent or erroneous.

b. Canceling or Changing Bill Pay Transactions

Payments designated as electronic transactions cannot be stopped, canceled or changed once a payment is withdrawn from the account. You may cancel recurring Bill Pay transactions by following the Bill Pay instructions. If you discover an error or want to change a transaction (i.e. payment date or payment amount) for a Bill Pay transaction you have already submitted, you may electronically edit or cancel your transaction through Bill Pay. Your cancellation or change request must be submitted through Bill Pay before the payment is withdrawn from the account. If your transaction is not canceled in a timely manner, you will be responsible for the payment. If you wish to place a verbal stop payment on a check Bill Pay transaction, the Credit Union must receive your verbal stop payment request prior to the check clearing. You may call the Credit Union at the telephone number set forth below to request a stop payment during business hours, excluding holidays. If you call the Credit Union, you may be required to confirm your stop payment request in writing within 14 days after the call.

3. Security of PIN and Access Code

Security Responsibility.

You are fully responsible for establishing the security safeguards for the authorized access to your Account and subaccounts. You agree to establish account access authorization controls and operating procedures, including security keys, identification codes, passwords or other security devices related to your Account and sub-accounts and the representatives and users who you provide authorized access. You are solely responsible for establishing and monitoring your internal controls for the account access authority and transaction and use authority of your accounts. Except for any access limitations you establish within the Online Banking Service setup, you understand the Credit Union will not monitor or limit account activity or any commingling of funds between any of your accounts. You agree you are responsible for protecting your security access and authorization safeguards as necessary for the conduct of your business affairs. You further agree to notify us immediately if you have reason to believe that any security controls provided in the Online Banking Service have been breached. You agree to indemnify and hold the Credit Union harmless from any claims or losses of any party related to your security responsibilities.

Initial Access

After you have successfully accessed the Online Banking Service, you may select a password to access the Online Banking Service. After your initial sign-on, you may change your password at any time by selecting the Profile Tab from the User Options menu within the Online Banking Service. In addition, you must designate a user name.

Security Procedures

The user name that you select is for your security purposes. The user name and password are confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your user name and password. You agree not to disclose or otherwise make your user name and password available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your user name and password, you understand that person may use the Online Banking Service to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your user name and password and you agree that the use of your user name and password will have the same effect as your signature authorizing transactions.

Authorization

If you authorize anyone to use your user name and password in any manner that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your password immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your password is changed. If you fail to maintain or change the security of your password and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

4. Member Liability

You are responsible for all transfers you authorize using your Online Business Banking and Bill Payment services under this Agreement. If you permit other persons to use the Service, user name and/or password, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us AT ONCE if you believe your Personal Identification Number (PIN) has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission. If you believe your PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call: 253. 964.3113 or toll free, 1.866.YOUR1CU (968.7128) during regular hours or write: America's Credit Union, PO Box 5060, DuPont, WA 98327 or contact us electronically by sending e-mail messages through the Online Banking Service: www.youracu.org.

5. Fees and Charges

There are certain charges for electronic fund transfer services as set forth on the Deposit Rate & Fee Schedule. From time to time, the charges may change. We will notify you of any change as required by law.

6. Right to Receive Documentation Transfers

Transfers and withdrawals transacted through the Online Business Banking and Bill Payment Services will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

7. Account Information Disclosure

We will maintain the confidentiality and privacy of your electronic funds transaction information in accordance with our privacy policy as stated on our website at: www.youracu.org. However, we will disclose information to third parties about your account or the transfers you make in the following limited circumstances:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific electronic transactions upon the request of a third party, such as a credit bureau or merchant;
- To comply with a government agency or court orders;
- If you give us your express permission.

8. Termination of EFT Services

You agree that we may terminate this Agreement and your services, if you, or any authorized user of your PIN or access code breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your accounts or access code or if you conduct or attempt to conduct any fraudulent, illegal or unlawful transaction, or if we reasonably believe your account conduct poses an undue risk of illegality or unlawfulness. You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

9. Notices

The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will mail a notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

10. Enforcement

You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. If you are in breach of this Agreement or any other loan or service agreement with the Credit Union or we suspect fraudulent activity on your account, the Credit Union may without prior notice restrict access to your accounts or suspend your electronic services or access devices, online banking services. This Agreement shall be governed by and construed under the laws of the state of Washington as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Washington law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. If a collection agency is used to enforce any overdrawn funds on accounts accessed under this Agreement, it is understood the Credit Union is entitled to collect its reasonable collection agency fees and costs. Should any one or more provision(s) of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision will be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.

11. Mobile Banking Services

Mobile Banking is a financial information management service that allows you to access account information and conduct transactions using compatible and supported mobile phones and/or other compatible and supported wireless devices (including phones, "Wireless Devices"). We reserve the right to modify the scope of the Mobile Banking services at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming.

a. **Mobile Banking Transactions.** At the present time, you may use Mobile Banking to:

- Transfer funds between your accounts;
- Transfer funds to accounts of other members and persons;
- Make loan payments on ACU loans;
- Obtain account balance and transaction history on your accounts;
- Obtain information on your loan account balance, transaction history, payment due dates, and finance charges;
- Make bill payments from your checking account using the Online Bill Pay Services*;
- Make Remote Deposit transactions;
- Communicate with the Credit Union using secured messaging.

*When you register for Mobile Banking, designated accounts and payees (or billers) linked to your account through Online Banking will be accessible through the Mobile Banking service.

i. *Use of Services.* Mobile Banking will not work unless you use it properly. You accept responsibility for making sure that you understand how to use Mobile Banking before you actually do so. You also accept responsibility for making sure that you know how to properly use your wireless device and the Mobile Banking software ("Software") required to use the Service. The Software is provided by a service provider not affiliated with the Credit Union and you are solely responsible for entering a license agreement to use the software. We will not be liable to you for any losses caused by your failure to properly use the Mobile Banking service, the Software or your wireless device.

ii. *Access to Accounts.* By enrolling in the Mobile Banking service, you certify you are an owner, joint owner or custodian on the accounts represented in your enrollment. You understand that all owners of your accounts or anyone with whom you share your Access code or any access code will be an Authorized User, and that authority will be considered unlimited in amount and manner with full authority to perform all transactions relating to the stated accounts, until you notify the Credit Union, in writing of the revocation of such authority. You agree that you are and will remain fully responsible for any transactions made by such persons on your accounts except transactions that occur after the Credit Union has been notified of any revocation of authority and has had a reasonable opportunity to act upon such notice.

iii. *Relationship to Other Agreements.* You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with us or any service providers of yours; including service carrier or provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking, including while downloading the Software, receiving or sending Mobile Banking text messages, or other use of your Wireless device when using the Software or other products and services provided by Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Mobile Banking, you will contact us directly.

b. Mobile Banking Service Limitations and Conditions. When you use the Mobile Banking service to access accounts, you agree to the following limitations and conditions:

i. *Account Ownership/Accurate Information.* You represent that you are the legal owner of the accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating the Mobile Banking service. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

ii. *Proprietary Rights.* You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Mobile Banking technology, including, but not limited to, any Software or other mobile phone applications associated with the Mobile Banking service.

iii. *User Conduct.* You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

iv. *Indemnification.* Unless caused by our intentional misconduct or gross negligence, you agree to protect and fully compensate us and service providers from any and all third-party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney's fees) caused by or arising from your improper use of the Mobile Banking software or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

v. *Additional Service Limitations.* Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to Mobile Banking. These difficulties may result in loss of data, personalization settings or other Mobile Banking interruptions. Neither we nor any of our service providers assume responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile Banking. Neither we nor any of our service providers assume responsibility for the operation, security, functionality or availability of any Wireless device or mobile network which you utilize to access Mobile Banking. You agree to exercise caution when utilizing the Mobile Banking application on your Wireless device and to use good judgment and discretion when obtaining or transmitting information. Financial information shown on Mobile Banking reflects the most recent account information available through Mobile Banking, and may not be current. You agree that neither we nor our service providers will be liable for any delays in the content, or for any actions you take in reliance thereon. If

you need current account information you agree to contact us directly.

12. Electronic Transfer (Send Money) Services.

a. External Transfer Services

By enrolling in external transfer Send Money services you agree to the following service terms and conditions. The Send Money service is only available through the Mobile Banking service. By using compatible and supported devices, the Service allows you to electronically transfer funds from your account with us to your account at another financial institution, or from your account with us to other individuals' accounts. You must have Online Banking to use the Service. The Service is only available for accounts at U.S. financial institutions and funds are transferred in U.S. dollars. We reserve the right to modify the scope of external transfer services at any time. We reserve the right to refuse to make any transaction you request through the Service. You agree and understand the Service may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming.

b. Definitions

"ACH Network" means the funds transfer system, governed by the NACHA Rules that provides funds transfer services to participating financial institutions.

"Transaction Account" is a transaction account (checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information) from which your payments as a Sender will be debited, any Service fees will be automatically debited, or to which payments and credits to you will be credited.

"Transfer Instruction" is the information provided by the Sender to the Service for a transfer or payment to be made to a Receiver (name, mobile telephone number, email address, and financial institution account and routing number information, etc.).

"Receiver" is a person or business entity that is sent a payment transaction through the Service.

"Sender" is a person or business entity that sends a payment transaction through the Service.

c. Person-to-Person Payments Service

The Person-to-Person Service enables you use the Credit Union online banking service: (1) to initiate a payment transaction from an Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment transaction from another person into an Transaction Account, in U.S. dollars. Although the ACH Network is often used to execute Person-to-Person Service payment transactions, other Payment Networks may be used to facilitate the execution and transmission of payment transactions. All payment transactions must be made through the Credit Union online banking service and are subject to the terms of this Agreement. Receipt of payment transactions may be made through the Credit Union online banking service subject to the terms of this Agreement.

i. *Initiation of Payment Transactions.* You may initiate (a) a one-time payment transaction to a Receiver for which processing shall be initiated immediately, (b) a one-time payment transaction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year, and (c) a recurring series of payment transactions to a Receiver for which processing shall be initiated on the specified dates. Payment transactions initiated to Receiver's are processed providing contact information about the Receiver (including an email address or mobile telephone number) and the Person-to-Person Service may contact the Receiver and request that the Receiver (1) provide information so that we may validate the identity of the Receiver at the Person-to-Person Website, and then (2) provide Transaction Account information in order to complete the payment transaction.

You understand and agree that when you initiate a payment transaction from a Transaction Account using the Person-to-Person Service, the processing of the payment transaction will begin and the debiting of your Transaction Account will occur as early as the day of such initiation. However, the payment funds will be transferred into the Receiver's Transaction Account no earlier than the next Business Day after you initiated the payment transaction. If you request a one-time payment transaction to be initiated on a specified date or a recurring series of payment transactions to be initiated on specified dates, then the processing of the payment transaction will begin on the specified date and the debiting of your Transaction Account will occur as early as the specified date(s).

ii. *Payment Authorization and Payment Remittance.* By providing us with names and telephone numbers, email addresses, and/or account information of Receivers to whom you wish to direct payments, you authorize us to follow the Transfer Instructions that we receive through the Person-to-Person Service. When we receive a Transfer Instruction from you, you authorize us to debit your Transaction Account and remit funds on your behalf. You also authorize us to credit your Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) or cancelled and returned to you because the processing of the payment transaction could not be completed. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information or Transfer Instructions (including but not limited to the Transfer Instructions and name, telephone number and/or email address that the Sender enters for the Receiver to whom you are sending the payment transaction), and for informing us as soon as possible if they become aware that this information is inaccurate.

iii. *Receiving Payments.* If another person wants to send you a payment transaction using the Person-to-Person Service to a Transaction Account you hold with us, he or she can do that from a Transaction Account at a financial institution that participates in the Person-to-Person Service or at the Person-to-Person Website. You understand and agree that there may be a delay between the time you are notified of the pending payment transaction and the deposit of the payment funds into your Transaction Account, and you may

be required to take additional steps to facilitate the deposit of the payment of funds into your Transaction Account.

iv. *Payment Methods and Amounts.* We impose limits on the amount of funds you can send or receive. These limits may be adjusted from time-to-time at our sole discretion. We also reserve the right to select the method in which to remit funds on your behalf, and the method to return funds to you in the event that your Transaction Account is closed or otherwise unavailable to us. These payment methods may include, but may not be limited to, an electronic or paper check payment.

All deposit accounts are eligible except Share Deposit Certificates, Performance Saver Accounts, Club Savings Accounts and tax deferred accounts (IRAs and HSAs, etc.). Loan advances or transfers are not eligible. Federal Reserve Board Regulation D limits the number of electronic transfers or withdrawals that may be made from a savings or money market account to other accounts to 6 per month, which includes this service. Applicable fees are disclosed at the time of transaction and on the Deposit Rate & Fee Schedule. Fees are non-refundable.

To Send Money your ACU account must have been open for at least 30 days and be in good standing. You agree to comply with all applicable laws and not to use this service for illegal purposes.

v. *Receipts and Transaction History.* You may view your transaction history by logging into the online banking service and viewing your transaction history.

vi. *Calls to You.* By providing us with a telephone number (including a mobile telephone number), you consent to receiving autodialed and prerecorded message calls from us at that number for non-marketing purposes.

vii. *Prohibited Payments.* The following types of payments are prohibited and we have the right but not the obligation to monitor for, block and/or reverse such payments:

- Payments to or from persons or entities located in prohibited territories;
- Payments that violate any law;
- Payments or donations to an unauthorized charity or non-profit organization
- Payments that violate any terms in this Agreement; and
- Payments related to tax or court ordered obligations, gambling, any unlawful activity, or any objectionable purpose as we reasonably determine.

In no event, shall we be obligated to research or resolve or be liable for any claims or damages resulting from your scheduling of prohibited payments.

13. ATM Transactions

You may use your ATM/Debit card (Card) and Personal Identification Number (PIN) in automated teller machines of the Credit Union; Plus, Visa, and Co-op Networks; and such other machines we may designate as indicated on the back of the Card. At the present time, you may use your card to make the following transactions on your accounts:

- Withdraw cash from your savings, or checking accounts;
- Transfer funds between your savings, and checking accounts;
- Obtain account balance information on savings and checking accounts;
- Make deposits to your savings or checking accounts at selected Credit Union ATMs and Co-op Network ATMs.

There is no limit to the number of withdrawals you may make at Credit Union ATMs and nonproprietary ATMs. However, you may be charged a fee as set forth in the Rate and Fee Schedule. You may withdraw up to \$510 for personal accounts or \$1000 for business accounts (if there are sufficient funds available in your account) per day at any authorized ATM. subject to security requirements and limits placed by each individual ATM. You may transfer between your share, savings or checking accounts up to the balance in your accounts at the time of the transfer at available locations.

14. Visa Debit Card

You may use your VISA Debit Card to purchase goods and services any place your Card is honored by participating merchants, including Point of Sale (POS) terminals within the Plus, Visa, and Co-op Networks (with PIN) and Plus, and Visa networks (without PIN) or such other POS terminals as the Credit Union may designate as indicated on the back of the Card. Funds to cover your Card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union may treat the transaction as an overdraft request pursuant to the Overdraft Service or may terminate all services under the Agreement. At the present time, you may use your Debit card to make the following transactions on your accounts:

- Withdraw cash from your savings, or checking accounts;
- Transfer funds between your savings, and checking accounts;
- Obtain account balance information on savings and checking accounts;
- Make deposits to your savings or checking accounts at selected Credit Union ATMs and Co-op Network ATMs.

There is no limit on the number of POS purchase transactions you may make by Card during a statement period. You make purchase amounts up to a maximum of \$2510 for pin-based POS purchases and \$7510 for signature-based purchases per day. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, lower an account below a required

balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set security requirements and other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds.

15. Telephone Teller Service

If we approve the Telephone Teller Service for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts. At the present time, you may use the Telephone Teller Service to:

- Withdraw funds from your savings, and checking accounts;
- Transfer funds from your savings, checking, and loan and line of credit account;
- Obtain balance information for your savings, checking, Money Market, Club, Certificate, and loan accounts;
- Make loan payments from your savings, checking and Money Market accounts;
- Access your line of credit account;
- Determine if a particular item has cleared;
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts;
- Verify the last date and amount of your payroll deposit;
- Change password;
- Request a stop payment;
- Request a copy of a check.

Your accounts can be accessed under the Telephone Teller Service via a touch tone telephone only. Telephone Teller Service will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for data processing.

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day.
- The maximum withdrawal or transfer amount is \$20,000 per transaction, and no transfer or withdrawal may exceed the available funds in your account.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each telephone call.

16. Electronic Wallet Services

ACU Cards. The ACU Cards Electronic Wallet Service includes debit and credit cards issued by ACU which bear the Visa® logo, including ACU prepaid debit cards. This service provides users the ability to maintain a digital version of debit and credit cards for payment with a smart phone in stores accepting contactless payments and in apps offering an Electronic Wallet Service as a payment method. The availability and functionality of Service, or any part thereof, depends on various factors and elements, including software, hardware and communication networks that are partially provided by third parties. These factors are not fault free. ACU does not warrant or guarantee that the Service will operate without disruption, errors or interruptions, or that it will be accessible or available at all times. You are responsible for any fees charged by your telecommunications provider, payment instrument, merchant, or any other third party in connection with your use of the Service. Reference: ACU Cards Terms and Conditions for more information.

Other Electronic Wallet Services. The Service includes debit and credit cards issued by ACU which bear the Visa® logo. ACU prepaid debit cards are not eligible for the Service. An Electronic Wallet Service provides users the ability to maintain a digital version of debit and credit cards and pay with a smart phone in stores accepting contactless payments and in apps offering an Electronic Wallet Service as a payment method. ACU debit and credit cards may be added to an Electronic Wallet Service. The availability and functionality of Service, or any part thereof, depends on various factors and elements, including software, hardware and communication networks that are partially provided by third parties. These factors are not fault free. ACU does not warrant or guarantee that the Service will operate without disruption, errors or interruptions, or that it will be accessible or available at all times. You are responsible for any fees charged by your telecommunications provider, payment instrument, merchant, or any other third party in connection with your use of the Service. Reference: ACU Debit and Credit Cards in Electronic Wallet Description of Program Terms of Service for more information.

17. Security of Access Code (Password)

The access code is your Password you select for your security. Your Password is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your Password. You agree not to disclose or otherwise make your Password or Wireless Device for Mobile Banking available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your Password or Wireless Device, you understand that person may use the Online Banking, Bill Pay or Mobile Banking service to access and review all of your account information and execute account transactions. Therefore, we are entitled to act on transaction instructions received using your Password and you agree that the use of your Password will have the same effect as your signature authorizing transactions.

For Visa Debit Card transactions, if you notify us of your lost or stolen card, you may not be liable for any losses provided you notify us promptly and were not grossly negligent (for example keeping your PIN with your Card is grossly negligent) or fraudulent in handling your Visa Debit Card and you provide us with a written statement regarding your unauthorized Visa Debit Card claim. For all other electronic service or EFT transactions, if you notify us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not notify us within two (2) business days after you learn of the unauthorized use of your account or Access code, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500.

If your statement shows EFT transactions that you did not make, notify us immediately. If you do not notify us within sixty (60) days after the statement was mailed or electronically delivered to you, you may be liable for the full amount of the loss if we can prove that we could have stopped someone from making the unauthorized EFT transactions. If a good reason (such as a hospital stay) kept you from notifying us, we may extend the time period.

If you believe your Password, Access code or Card has been lost or stolen or that someone has transferred or may transfer funds from your account without your permission, contact us immediately.

Telephone 253.964.3113 or 866.968.7128

In person at one of the America's Credit Union branches.

Mail: America's Credit Union, P.O. Box 5060, DuPont, WA 98327-5060

The Credit Union may charge a fee for each stop payment order requested, as set forth in the Rate and Fee Schedule. If payment of an item is stopped, you may remain liable to any person, including the Credit Union, who is the holder of the item despite the stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney fees, damages or claims related to the Credit Union's action in refusing payment of an item, including claims of "any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

18. Credit Union Liability for Electronic Services

The Credit Union shall have no liability to you, or any other person or entity for any loss, damage, cost, or expense arising out of this Agreement or the Electronic Services regardless of the form in which asserted, whether in contract, tort (including negligence), warranty, or any other legal or equitable grounds, and regardless of whether the remedies available fail of their essential purpose, except as provided by applicable law for any error or delay in performing the Electronic Services provided for in this Agreement. We shall have no liability for not completing a transaction, if we receive actual notice or have reason to believe that you have filed for bankruptcy, the ownership of funds involving a transaction or the Authorized Representative's authority to conduct a transaction is in question; we suspect your Account has been used for illegal or fraudulent purposes; or we reasonably believe that a transaction is prohibited by federal law or regulation, or this Agreement. We will not be liable if you fail to report timely any error or discrepancy reflected in a statement prepared by us, or if you fail to report a breach of a security procedure. If we fail to perform under this Agreement in accordance with the standards set herein, our liability for damages, losses, and other compensation owing to you shall be limited to direct damages caused solely by the Credit Union. We shall not be liable for any loss, damage, liability, or claim arising directly or indirectly from any error, delay, or failure to perform hereunder which is caused by earthquakes, fires, natural disasters, civil or foreign disturbances, power outages, acts of government, labor disputes, failures in either communication or computer networks, legal constraints, or any other event beyond its control.

Mobile Deposit Services Terms

1. Remote Deposit/Mobile Deposit Services

a. Remote/Mobile Deposit Capture Process. If we approve the Remote Deposit Capture on the back of the check/item under the endorsement, write, "For ACU deposit only". If Remote/Mobile Deposit Capture is available for you, you must use your Password with your Login to access your accounts. You may photograph an image of checks with your mobile device creating an electronic image and you may transmit the electronic image that the Credit Union will deposit to your account. The Credit Union may, in its discretion, convert items meeting the Credit Union's required standards into substitute checks to facilitate the deposit and collection of such items. You agree that the manner in which checks are cleared or presented for payment shall be determined by the Credit Union in its sole discretion. We reserve the right to select the clearing agents through which we clear checks.

b. *Funds Availability.* Funds from items deposited through the Service will be available in accordance with the Credit Union's Funds Availability Policy disclosure, as amended from time to time, which is incorporated herein by reference. You agree that the imaging and transmitting of checks alone does not constitute receipt by Credit Union. Also, acknowledgment of receipt or delivery does not constitute an acknowledgment by Credit Union that the transmission of a check or items does not contain errors or that funds will be available. Checks deposited through the Remote Deposit capture service or Mobile Deposit service are not received by the Credit Union until we have acknowledged receipt and provided credit to your account.

c. *Deposit Limitations.* You may use Remote Deposit capture or Mobile Deposit to deposit no more than \$5,000 in any one day period. We reserve the right to modify the deposit amount limits from time to time and impose limits on the number of deposits you make using the Services.

d. *Deposit Acceptance.* You agree that Credit Union may at any time, in its sole discretion, refuse to accept deposits of checks from you via Remote Deposit capture service or the Mobile Deposit service. In the event that the Service is interrupted or are otherwise unavailable, you may deposit checks in-person at a Credit Union branch or via night drop or mail or other contractually acceptable method.

2. Member Account

a. *Member Account.* You must designate a Credit Union savings or checking as the settlement account to be used for the purposes of settling, transactions requested in connection with the Service. We will provide you with details of each specific transaction. You will be responsible for reviewing and balancing of any settlement account.

b. *Responsibility for Imaging.* You are solely responsible for imaging deposit items, accessing the service from the Credit Union and for maintaining your imaging equipment. You will be responsible for the payment of all telecommunications expenses associated with the service. Credit Union shall not be responsible for providing or servicing any Equipment for you.

c. *Deposit Requirements.* You agree that you will only use the Service to deposit checks drawn on financial institutions within the United States, excluding its territories. You agree that each check you deposit through the Service will meet the image quality standards that we specify in online instructions or in this Agreement. The daily deposit limit is \$5,000 per business day for all items. The maximum deposit per item is \$5,000. You may conduct up to ten (10) items daily, up to thirty (30) items monthly, and cannot exceed \$10,000 in total per month. We reserve the right to modify the deposit amount limits from time to time and impose limits on the number of deposits you make using the Service.

d. *Check Retention & Destruction.* You agree that all checks belong to you and not to the Credit Union and that those items shall be handled in accordance with this Agreement. After our receipt of a deposit transmission we will acknowledge by electronic means our receipt of such transmission. Your electronic transmission is subject to proof and verification. You will retain the original of all imaged checks that have been deposited via Remote deposit capture or Mobile Deposit for a reasonable period of time (not less than 30 days) in order to verify settlement and credit or to balance periodic statements, but in no case beyond forty-five (45) days from the date processed. It is your responsibility to properly destroy and dispose of such original checks after such time. During the period that you maintain any original checks, you understand and agree that you must use a high degree of care to protect these original checks against security risks. These risks include, without limitation, (i) theft or reproduction of the original checks (including by employees) for purposes of presentment for deposit of these original checks (i.e., after the original checks have already been presented for deposit via the Service), and (ii) unauthorized use of information derived from the original checks. When you dispose of any original checks, you understand and agree that you must use a high degree of care when selecting and implementing disposal procedures to ensure that the original checks are not accessed by unauthorized persons during the disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed.

e. *Deposit Prohibitions.* You agree not to deposit, or attempt to deposit, or allow others, either directly or indirectly, to deposit, or attempt to deposit, by any means: (i) any substitute check, the original of which has already been presented for deposit via the Service, (ii) any image of a check that has already been deposited either as an original or as a substitute check, (iii) any original check, the substitute check of which has already been presented for deposit via Remote Deposit capture or Mobile Deposit; (iv) any check made payable (individually or jointly) to someone who is not an owner on your account; (v) any post-dated or stale-dated check; (vi) money orders, travelers checks, or gift checks; (vii) starter checks or counter checks; and (viii) state warrants or other instruments that are not checks. In the event that you, or any third party, makes, or attempts to make, a deposit in violation of this Subsection you agree to defend, indemnify, and hold Credit Union and its agents harmless from and against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties with respect to any such substitute check or original check. You agree that the aggregate amount of any items which are deposited more than once will be debited from your account, and to the extent funds in your account are insufficient to cover such amount, any balance shall be debited by Credit Union from any other deposit accounts with Credit Union in its sole discretion. You further acknowledge that you, and not the Credit Union, is responsible for the processing and handling of any original items which are imaged and deposited utilizing the Service and you assume all liability to the drawer of any item imaged using the service or liability arising from the Credit Union's printing of any substitute check from those images.

f. *Your Representations and Warranties.* You represent and warrant:

- a. that you will comply with all federal and state laws, and rules and regulations applicable to deposit and check transactions, including those of the National Automated Clearing House for ACH transactions;
- b. that all checks deposited through the Service are made payable to you;

- c. that all signatures on each check are authentic and authorized; and
- d. that each check has not been altered.

In the event, you breach any of these representations or warranties, you agree to defend, indemnify and hold Credit Union and its agents harmless from and against all liability, damages and loss arising out of any claims, suits or demands brought by third parties with respect to any such breach. You further authorize the Credit Union to charge your account for the amount of any such demand, claim or suit that constitutes a breach of warranty claim under the provisions of the Uniform Commercial Code.

g. Financial Responsibility. You understand that you remain, solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds associated with accessing the Service. The Credit Union shall not be liable in any manner for such risk unless Credit Union fails to follow the procedures described in materials for use of the service. You assume exclusive responsibility for the consequences of any instructions you give to the Credit Union, for your failures to access the Service properly in a manner prescribed by the Credit Union, and for your failure to supply accurate input information, including, without limitation, any information contained in an application.

h. Account Reconciliation. You will verify and reconcile any out-of-balance condition, and promptly notify the Credit Union of any errors within the time periods established in this Agreement after receipt of your account statement. If notified within such period, the Credit Union shall correct and resubmit all erroneous files, reports, and other data at the Credit Union's then standard charges, or at no charge, if the erroneous report or other data directly resulted from the Credit Union's error.

3. Credit Union's Obligations

a. Financial Data. We will review and process your electronic file through a batch processing at one time per day. The Credit Union agrees to transmit all the financial data under its control required to utilize the service selected by you and to act on appropriate instructions received from you in connection with such service. The Credit Union shall exercise due care in seeking both to preserve the confidentiality of the user number, password, test key, or other code or identifier and to prevent the use of the service by unauthorized persons (and in this connection it is understood and agreed that implementation by the Credit Union of its normal procedures for maintaining the confidentiality of information relating to its members, and where practicable the obtaining by the Credit Union from any third parties engaged in the installation, maintenance and operation of the system of similar undertakings, shall constitute fulfillment of its obligation to exercise due care) but shall not otherwise be under any liability or have any responsibility of any kind for any loss incurred or damage suffered by you by reason or in consequence of any unauthorized person gaining access to or otherwise making use of the service. You assume full responsibility for the consequences of any misuse or unauthorized use of or access to the Service.

b. Service Availability. You understand that Service availability is at all times conditioned upon the corresponding operation and availability of the communication systems used in communicating your instructions and requests to the Credit Union. We will not be liable or have any responsibility of any kind for any loss or damage thereby incurred by you in the event of any failure or interruption of such communication systems or services resulting from the act or omission of any third party, or from any other cause not reasonably within the control of the Credit Union.

c. Exception Items. When we review, and process your electronic file, we may reject any electronic image that we determine to be ineligible for the service ("Exception Item") including, without limitation, electronic images of items drawn on banks located outside the United States, items drawn on U.S. Banks in foreign currency, electronic images that are illegible (due to poor image quality or otherwise), electronic images of items previously processed, electronic images previously converted to substitute checks, and electronic images with unreadable MICR information. We will notify you of any Exception Items. You agree that if you wish to attempt to deposit any Exception Item to any of your accounts with Credit Union, you will only do so by depositing the original item on which the Exception Item is based. You acknowledge and agree that even if you do not initially identify an electronic image as an Exception Item, the substitute check created by the Credit Union there from may nevertheless be returned to Credit Union because, among other reasons, the electronic image is deemed illegible by a paying bank. Credit Union's failure to identify an Exception Item shall not preclude or limit your obligations to Credit Union.

d. Account Information. We will provide you with daily transaction history via the Internet and the Online Banking service detailing items processed, return items, and deposit adjustments.

e. Retention of Check Images. Credit Union will retain any images of deposited items for six (6) years.

4. Disclaimer of Warranties

MEMBER ACKNOWLEDGES THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY INFORMATION RESULTING FROM YOUR USE OF THE SERVICE. THE CREDIT UNION MAKES NO AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICE INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CREDIT UNION DISCLAIMS ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE SERVICE (INCLUDING, WITHOUT LIMITATION, THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). MEMBER FURTHER ACKNOWLEDGES THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS. MEMBER HEREBY ASSUMES ALL RISKS RELATING TO THE FOREGOING.

5. Credit Union's Liabilities

a. *Direct Damages.* THE CREDIT UNION'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY MEMBER AND ONLY TO THE EXTENT SUCH DAMAGES ARE A DIRECT RESULT OF THE CREDIT UNION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; PROVIDED THAT THE MAXIMUM AGGREGATE LIABILITY OF THE CREDIT UNION RESULTING FROM ANY SUCH CLAIMS SHALL NOT EXCEED ONE HUNDRED DOLLARS. IN NO EVENT, SHALL THE CREDIT UNION BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING LOST PROFITS WHETHER OR NOT THE CREDIT UNION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE CREDIT UNION'S LICENSORS OR SUPPLIERS WILL NOT BE SUBJECT TO ANY LIABILITY TO MEMBER IN CONNECTION WITH ANY MATTER.

b. *Your Duty to Report Errors.* You will notify Credit Union of any errors, omissions, or interruptions in, or delay or unavailability of, the Services as promptly as practicable, and in any event within one business day after the earliest of discovery thereof, or the date discovery should have occurred through the exercise of reasonable care, and, in the case of any error, within fourteen (14) days of the date of the earliest notice to you which reflects the error. Your failure to notify Credit Union of any error, omission, or other discrepancy within seven (7) days from the date of a loss shall relieve Credit Union of any liability for such error, omission, or discrepancy.

c. *Credit Union's Performance.* You acknowledge and agree that Credit Union shall not be liable for any damages or loss of any kind resulting from any unintentional error or omission by Credit Union in performing the Service, in accordance with or unintentional deviation from the terms and conditions of this Agreement. You acknowledge that Credit Union's systems and procedures established for providing the Service are commercially reasonable.

d. *Limitation of Liability.* Credit Union shall have no liability to you, or any other person or entity for any loss, damage, cost, or expense arising out of this Agreement or the Service regardless of the form in which asserted, whether in contract, tort (including negligence), warranty, or any other legal or equitable grounds, and regardless of whether the remedies available fail of their essential purpose, except as provided by applicable law for any error or delay in performing the Service provided for in this Agreement, and we shall have no liability for not effecting a transaction, if:

- a. We receive actual notice or have reason to believe that you filed or commenced a petition or proceeding for relief under any bankruptcy or similar law;
- b. The ownership of funds involving a transaction is in question;
- c. We suspect a breach of the security procedures;
- d. We suspect that your account has been used for illegal or fraudulent purposes; or
- e. We reasonably believe that a transaction is prohibited by federal law or regulation, or otherwise so provided in the Agreement.

Credit Union will not be liable if Member fails to report timely any error or discrepancy reflected in an account statement prepared by Credit Union, or if Member fails to report a breach of a security procedure. If Credit Union fails to perform under this Agreement in accordance with the standards set herein, Credit Union's liability for damages, losses, and other compensation owing to you will be limited as set forth above.

6. Force Majeure

The Credit Union shall not be responsible for liability, loss, or damage of any kind resulting from any delay in the performance of or failure to perform its responsibilities hereunder due to causes beyond the Credit Union's reasonable control.

DEFINITIONS	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • <i>CU Collateral Services.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • <i>Nonaffiliates we share with can include companies, such as, insurance companies..</i>
Joint Marketing	A formal agreement between America's Credit Union and a nonaffiliated financial company where we jointly market financial products or services to you. <ul style="list-style-type: none"> • <i>Our joint marketing partners include insurance companies, credit card companies, and auto dealerships.</i>

Privacy Policy

FACTS	WHAT DOES AMERICA'S CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?
WHY?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand America's Credit Union's Privacy Policy.
WHAT?	The types of personal information we collect and share depend on the accounts or services you have with us. This information can include: <ul style="list-style-type: none">• Name, address, Social Security Number, and income• Account balances and transaction history• Payment and overdraft history• Credit history and credit scores When you are <i>no longer</i> our member, we continue to share your information as described in this notice.
HOW?	All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons America's Credit Union chooses to share; and whether you can limit this sharing.

REASONS WE CAN SHARE YOUR PERSONAL INFORMATION	DOES AMERICA'S CREDIT UNION SHARE?	CAN YOU LIMIT THIS SHARING?
For our everyday business purposes- such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes- to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes- information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes- information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	Yes	Yes
QUESTIONS?	Call 253.964.3113 or 866.968.7128, or write to us at: America's Credit Union, P.O. Box 5060, DuPont, WA 98327-5060.	
WHO WE ARE		
Who is providing this notice?	America's Credit Union	
WHAT WE DO		
How does America's Credit Union protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.	
How does America's Credit Union collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • open an account or deposit money • pay your bills or apply for a loan • use your credit or debit card <p>We also collect your personal information from others, including credit bureaus or other companies.</p>	
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes- information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>	