



**AMERICA'S CREDIT UNION**

# **MEMBERSHIP AND ACCOUNT AGREEMENT**

## **This Booklet Contains:**

- Membership and Accounts**
- Truth in Savings Disclosure**
- Funds Availability Policy**
- Electronic Funds Transfer Agreement**
- Electronic Banking and Electronic Services Agreement**
- Mobile Deposit User Agreement**
- PRIVACY POLICY**

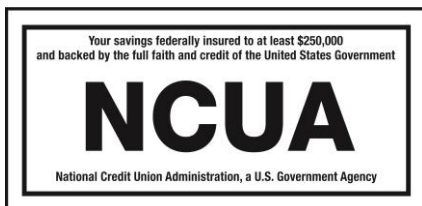
## **How to Contact Your Credit Union**

<b>MAIL:</b> America's Credit Union P.O. Box 5060 DuPont, WA 98327	<b>PHONE:</b> 253.964.3113 or Toll Free 1.866.YOUR1CU (968.7128)
<b>E-MAIL:</b> <a href="mailto:callcentermail@youracu.org">callcentermail@youracu.org</a>	<b>Website:</b> <a href="http://www.youracu.org">www.youracu.org</a>

### **BRANCH LOCATIONS:**

ACU offers convenient branches across the South Puget Sound. You can also visit us inside selected Walmart locations. Military members can find us on base at three convenient branches on Joint Base Lewis McChord (JBLM). For a complete list of branch locations and ATMs, please visit us online at [www.youracu.org](http://www.youracu.org).

**Keep This Booklet for Your Records.**  
*Last revised July 1, 2020*



**MEMBERSHIP AND ACCOUNT AGREEMENT**

This Agreement is the contract of deposit, which covers your and our rights and responsibilities concerning Membership and Account(s) offered to you by America's Credit Union, a Federal Credit Union (Credit Union). In this Agreement, the words "you" and "yours" mean those who execute the Account Card or Account Change Card (Account Card). The words "we," "us," "our," and "ACU" mean America's Credit Union. The word "account" means any one or more share accounts you have with the Credit Union.

The classification and form of ownership of your accounts are designated on your Account Card. By executing the Account Card 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 Funds Transfer Agreement, Electronic Banking and Electronic Service Agreements, Privacy Policy, and the Truth-in-Savings Disclosures (Deposit Rate & Fee Schedule) accompanying this Agreement, any account receipt, the Credit Union's bylaws and policies, and any amendments which collectively govern your 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. Any Individual Retirement Account (IRA) and/or Health Savings Account (HSA) arrangements will be governed by the terms of a separate Application Enrollment and Disclosure Agreement. Unless you waive your rights, you understand that certain account designations, such as joint ownership with right of survivorship or POD beneficiary may be invalidated upon the Credit Union's receipt of notice of marriage dissolution or a testamentary disposition, as required by applicable law.

You warrant and agree that you will not use any Credit Union Accounts or Services, including but not limited to loans, to make or facilitate any illegal transactions(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute a breach of this Agreement.

## **I. MEMBERSHIP AND ACCOUNTS**

### **1. Information about Procedures for Opening New Accounts**

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. When you open an account, we will ask you 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.

### **2. Membership Eligibility**

To be eligible for membership in the Credit Union you must be an individual or entity qualifying within the Credit Union's field of membership as follows:

- Civilian Employees of the United States Government who work at, or are supervised by, the post at JBLM, Washington;
- Employees of the United States Government who work at the Yakima Firing Center, Yakima, Washington;
- Employees of non-appropriated fund activities regularly employed on JBLM Reservation;
- Employees of Madigan Army Medical Center military personnel permanently assigned to JBLM, the Yakima Firing Center, and Madigan Army Medical Center;
- Members of the U.S. Armed Forces, active or retired;
- United States Armed Forces Reservists who reside within the above areas and/or utilize the training facilities or services of JBLM or any Department of Defense training facility in the above areas;
- Their dependents or dependent survivors who are eligible by law or regulations to receive and are receiving benefits or services from the above military installations;
- Natural persons members of the Tacoma-Fort Lewis-Olympia Chapter of the Association of The United States Army in Fort Lewis, Washington, who qualify for membership in accordance with its constitution and bylaws as of January 11, 1995;

- Natural person voting members of the Northwest Landing Residential Owners Association in DuPont, Washington, who qualify for membership in accordance with its constitution and bylaws as of October 10, 1996;
- Members of the Pacific Northwest Consumer Council, in Tacoma, Washington, who qualify for membership in accordance with its charter and bylaws in effect on June 5, 2014;
- Spouses of person who died while within the field of membership of this credit union; employees of this credit union; persons retired as pensioners or annuitants from the above employment; members of their immediate families or household; and organizations of such persons;

and must purchase and maintain at least one share in savings (the Membership Share Account) as required by the Credit Union's Bylaws. You authorize us to check your account, credit, and employment history by any means allowed by law, including obtaining credit reports and credit scores from third parties, including consumer reporting agencies from time to time to verify your eligibility and qualifications for any accounts and services you request, that we may offer, or to which you qualify.

### **3. Individual Accounts**

An individual account is an account owned by one depositor including any individual, corporation, partnership, trust, or other organization 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 descendant's estate or payable on death (POD) beneficiary, if applicable.

### **4. Joint Accounts**

An account owned by two or more persons is a joint account.

#### *Rights of Survivorship*

If your account is a joint account, the account is owned as a joint account with rights of survivorship. If the account is a joint account with right of survivorship upon the death of one of the joint account owners, that person's interest will become the property of the surviving joint account owner(s).

#### *Rights of Joint Account Owners*

Any joint account owner is authorized and deemed to act for the other owner(s) and the Credit Union may accept orders and instructions regarding the account and requests for future services from any other account owner to include opening and closing joint share sub accounts. Each account owner guarantees the signature of the other owners. Any account owner may withdraw all funds in the account, stop payment on items drawn on an account, withdraw, or pledge all or any part of the shares of any account, excluding funds representing a membership share, without the consent of the other account owner(s) and the Credit Union shall have no duty to notify any other joint account owner(s). If the Credit Union receives written notice of a dispute between account owners or receives inconsistent instructions from them, the Credit Union may suspend or terminate the account, require a Court order to act or require that all joint account owners agree in writing to any transaction concerning the account.

#### *Joint Account Owner Liability*

If any item deposited in a joint account is returned unpaid or an account is overdrawn, or if we do not receive final payment on any transaction, each of the multiple account owners is jointly and severally liable to the Credit Union for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who created the overdraft, deposited or cashed the item or benefited from the transaction. If any account owner is indebted to the Credit Union, the Credit Union may enforce its rights against any or all funds in the joint account regardless of who contributed the funds to the joint account.

### **5. P.O.D. Beneficiaries**

A Payable on Death (POD) designation is an instruction to the Credit Union that a designated account is an account payable to the owner or owners during their lifetimes, and upon the death of the last joint account owner, payable to any named and surviving POD beneficiary designated on your Account Card. Accounts payable to more than one POD beneficiary are owned jointly by such beneficiaries with right of survivorship. Any POD beneficiary designation shall not apply to IRA or HSA accounts, which shall be governed by a separate beneficiary designation. The Credit Union shall at no time have any obligation to notify any beneficiary of the existence of any account or the vesting of the beneficiary's interest in any account, except as otherwise provided by law.

### **6. Accounts for Minors**

For any account established by or for a minor, the joint owner listed on the Card agrees to be primarily liable to the Credit Union for any returned item, overdraft or unpaid charges or amounts on such account. The Credit Union may make payments of funds directly to the minor without regard to his or her minority. The Credit Union has no duty to inquire of the use or purpose of any transaction by the minor or joint account owner. The minor account owner's tax identification number must be shown on the Account Card. When the minor owner reaches age eighteen (18), the owner may change the account ownership to an individual or joint account. However, the Credit Union shall not change the account ownership when the minor reaches age eighteen (18), until authorized in writing.

### **7. Fiduciary Accounts**

A fiduciary account is an account opened by an executor, administrator, personal representative, trustee, conservator, or other fiduciary in such capacity authorized under a court order or trust instrument establishing the fiduciary relationship or a Representative Payee authorized by the Social Security Administration ("fiduciary"). The account owner is the estate, conservatorship, trust or Social Security Administration benefit recipient as the sole owner of this account. The fiduciary is authorized to act on behalf of the account owner but has no ownership interest in the account. The fiduciary is the only authorized party to transact on this account. The fiduciary is expressly authorized to endorse all items payable to or owned by the Account owner for deposit with or collection by the Credit Union and to execute such other agreements and to perform any other account transaction under the Agreement. The fiduciary is authorized to receive account information from the Credit Union, either orally or in writing, and any information related to the account. The authority given to the fiduciary shall remain in full force until a court order, termination of the account owner or written notice of revocation is received by the Credit Union either by a court appointed representative of the account owner or by the Social Security Administration, as applicable. Any such notice shall not affect any items in process at the time notice is given. The fiduciary will notify the Credit Union of any change in the account owner's status affecting the deposit relationship between the account owner and the Credit Union. The fiduciary warrants that all actions he or she takes regarding the account will be for the sole benefit of the account owner and that the fiduciary will not conduct any transaction on the account that will personally benefit the fiduciary or will not comply with the terms of the applicable laws, will, court order or instrument establishing the fiduciary relationship. The Credit Union may rely upon these representations and shall have no duty to examine such authorizing documents for compliance or inquire as to the powers and duties of the fiduciary and shall have no notice of any breach of fiduciary duties by the fiduciary unless the Credit Union has actual notice of wrongdoing. The account owner agrees that the Credit Union shall not be liable for any losses due to the account owner's failure to notify the Credit Union of any unauthorized acts of the fiduciary or changes to the relationship between the fiduciary and account owner. The account owner and fiduciary agree to indemnify and hold Credit Union harmless of any claim or liability as a result of unauthorized acts of the fiduciary upon which Credit Union relies prior to any actual notice of any account change or change of account owner.

## **8. Accounts of Businesses and Organizations**

Accounts held in the name of a business or association member are subject to the Business Membership and Account Agreement and Business Account Card. If any part of this Agreement should conflict with the Business Membership Agreement and/or Business Account Card then this Agreement shall be considered changed to conform to the Business Membership and Account Agreement and or Business Account Card. The Credit Union may require that third party checks payable to a business may not be cashed, but must be deposited to a business 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.

## **9. 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 Deposit Rate & Fee Schedule. All accounts are non-assignable and nonnegotiable to third parties. Certificate accounts are governed by the terms of this Agreement and the terms and disclosures on your Certificate Receipt for each account, which is incorporated herein by this reference. 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 check, warranties and indemnity. You also agree not to deposit any check that you have already deposited remotely with another financial institution. 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.

### *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 or not 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 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 on the back of the check between the top edge and 1-1/2 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.

### *Collection of Items*

The Credit Union shall not be responsible for deposits made by mail or at an un-staffed 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.

### *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 charge 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.

### *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.

### *Crediting of Deposits*

Deposits made on weekend days 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 un-staffed facilities such as night depositories will be credited on the day funds are removed and processed by the Credit Union. Items drawn from an institution located outside the United States are handled on a collection basis only. Deposits will be credited to your account when we receive final payment. You waive any notice of nonpayment, dishonor, or protest regarding any items purchased or received by the Credit Union for credit to your account or for collection.

## **10. Product Types**

### *Savings Accounts*

Your saving account is a dividend paying account and can also be a money market account or club account. The Credit Union reserves the right to require members to give notice in writing of any intended withdrawals from any savings account of not less than 7 days and up to 60 days, as required by law, before such withdrawal.

### *Checking Accounts*

Your checking account is a transactional account that may or may not pay dividends. You may deposit or withdraw any amount of money any number of times subject to funds availability.

### *Certificate Accounts*

A certificate account is a deposit account on which we agree to pay a stated rate of interest for a stated period. ACU's certificates are not negotiable and are not instruments; all certificates are evidenced by account information disclosed on your monthly or quarterly statements. Early withdrawal penalties may apply. Except as stated in any separate certificate account receipt or disclosures, certificate accounts are governed by the terms of the Membership and Account Agreement as well as the terms set forth in such receipt or disclosures, which terms are incorporated herein by reference.

### *Individual Retirement Accounts (IRA)*

IRAs are governed by the terms of the Membership and Account Agreement and the terms, disclosures and agreements in the IRA application and related documents, which are incorporated herein by reference.

### *Health Savings Accounts (HSA)*

HSAs are governed by the terms of the Membership and Account Agreement and the terms, disclosures and agreements in the HSA application and related documents, which are incorporated herein by reference.

### *Coverdell Educational Savings Accounts (CESA)*

CESAs are governed by the terms of the Membership and Account Agreement and the terms, disclosures and agreements in the CESA application and related documents, which are incorporated herein by reference.

## 11. Account Access

### *Authorized Signature*

In order to access any account, the Credit Union must have an authorized signature of yours on an Account Card. The Credit Union is authorized to recognize your signature, but 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 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 authorize a particular transaction.

### *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), Visa Debit card, in person, by mail, automatic transfer, Phone Teller, Online Banking, Mobile Banking or Online Bill Payment). If the Credit Union accepts any draft 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 draft. The Credit Union may return as unpaid any check that is not drawn in the form provided by the Credit Union.

### *ACH & 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 or identifying 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. Wire transfers are governed by Federal Reserve Regulation J if the transfer is cleared through the Federal Reserve. ACH transactions are governed by the rules of the National Automated Clearing House Association.

### *Electronic Check Transactions*

- **Electronic Checks.** If you authorize a merchant to electronically debit your checking account using the routing, 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 in section **IV. ELECTRONIC FUNDS TRANSFERS**. You authorize us to honor any electronic check conversion from your checking account just the same as a regular written check.
- **Electronic Re-presented Checks.** If you write a check on a personal account 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 funds transfer subject to the terms in section **IV. ELECTRONIC FUNDS TRANSFERS**. 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 a proper notice or affidavit from you within the 15-day period, we will 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 credited due to a prior stop payment order or if the item is otherwise ineligible for collection.

### *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.

## 12. Account Rates and Fees

The Credit Union's payment of dividends on any account is subject to the account's rates and fees, earnings, payment and minimum balance requirements as set forth on the Deposit Rate & Fee Schedule and each Share Certificate Receipt, which are incorporated herein by this reference. You agree the Credit Union may impose fees and charges for the deposit account services provided by the Credit Union. A current Deposit Rate & Fee Schedule has been provided to you separately. You agree the Credit Union may change the Deposit Rate & Fee Schedule from time to time and you will be notified of such changes as required by law.

### *Account Relationship Pricing*

The Credit Union may offer special rate promotions from time to time based on your account relationship with us.

## 13. Transaction Limitations

### *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. Drafts or other transfer or payment orders which are drawn against insufficient available funds will be subject to a service charge, set forth in the Deposit Rate & Fee Schedule. If there are sufficient available funds to cover some but not all of your item withdrawal orders, the Credit Union will pay items and checks 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). The Credit Union may 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. 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 7 days and up to 60 days, as required by law, before such withdrawal.

### *Transfer Limitations*

For share savings and money market accounts, you may make up to six (6) preauthorized, automatic, Online Banking, Mobile Banking or Phone Teller transfers to another account of yours or to a third party during any calendar month. A preauthorized 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 automated clearing house (ACH), by check, or ATM/POS transaction. 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; (ii) transfers to another Credit Union account or withdrawals (checks mailed directly to you) when such transfers or withdrawals are initiated in person or by mail. If a withdrawal or transfer request would exceed the transfer limitations set forth above your account may be subject to suspension or closure per Regulation D.

Transactions on your account may also be governed by agreements with third parties such as NACHA's (The National Automated Clearing House Association) Operating Rules and Visa's Operating Rules which agreements will also be binding upon you and the Credit Union. To the extent that the terms of any such third party agreements provide for specific processing, reporting or other time periods, or require you to make any claims or provide any notifications or responses, then the third parties' requirements and rules shall govern despite any other general or specific terms or conditions set forth in the entirety of this Agreement.

#### 14. Overdraft Protection

America's Credit Union offers a discretionary Overdraft Protection Service (previously called Ready Reserve) under the following terms and conditions. We also offer overdraft protection plans, such as a link to a savings account or credit card which may be less expensive than our standard overdraft practices. To learn more, ask us about these plans.

##### Standard Overdraft Practices

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts for Affinity and Opportunity Checking accounts that have automatic Direct Deposit subject to eligibility. **Community and Teen** accounts are excluded from the program. We will pay and authorize overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number
- Automatic bill payments and
- Recurring ACH's

We do not authorize and pay overdrafts for the following types of transactions unless you ask us to:

- ATM transactions
- Everyday debit card transactions

We pay overdrafts at our discretion, which means we **do not guarantee** that we will always authorize and pay any type of transaction. If we **do not** authorize and pay an overdraft, your transaction will be declined.

Under our standard overdraft practices, we will charge you a fee as set forth on the Deposit Rate & Fee Schedule, each time we pay an overdraft. There is **no limit** on the total fees we can charge you for overdrawing your account.

##### Discretionary Service

The Overdraft Protection Service will continue as long as the account is maintained in good standing with the Credit Union. Under the Overdraft Protection Service, we are not obligated to pay any check or item presented for payment if your account does not contain sufficient funds. ACU 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 your Membership and Account Agreement. This overdraft service is not a line of credit, is not guaranteed, and is independent of any other payment arrangement we may offer.

##### Overdraft Limit/Available Balance

Under our service, the limits we may allow overdrafts ("overdraft limit") are based on the amount of your monthly Direct Deposits as follows:

##### Affinity Basic, Affinity Plus, and Affinity Premier Checking Accounts

Direct Deposit Range	Overdraft Protection Limit
\$ 250-1,499	\$ 500
\$1,500-2,999	\$1,000
\$3,000 or more	\$1,500

##### Opportunity Checking Accounts

Direct Deposit Range	Overdraft Protection Limit
\$500 or more	\$500

The Credit Union's fees and charges and each paid check or item will be included in this limit. If the amount of your monthly direct deposit declines, your Overdraft Protection limit may be reduced. If direct deposit to your account stops you will no longer have Overdraft Protection privileges. This overdraft balance will not be included or reflected in your actual or "available balance" of your account provided by a teller, at an ATM or POS facilities or on your periodic statements.

Generally, 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. We will notify you of any insufficient funds, checks, or items paid or unpaid and returned that you may have. However, we have no obligation to notify you before we pay or return any item.

##### Overdraft Fees

The fee for each paid overdraft (per check or item) is set forth on the Deposit Rate & Fee Schedule and will be listed on your statement as an "Overdraft Fee." If we do not pay the overdraft, there is a NSF/Returned Item fee (per check or item) as set forth on the Deposit Rate & Fee Schedule and will be listed on your statement as a "Returned Item Fee." There is no limit on the number of overdrafts paid or overdraft fees incurred on any one day. These fees may be amended as set forth in our Deposit Rate & Fee Schedule.

We may charge a fee each time a check or item is submitted or resubmitted for payment and we either return or pay the overdraft. Therefore, you may be assessed more than one fee as a result of a returned item or any resubmission(s) of the returned item that overdraws or would overdraw your account. These fees may be amended as set forth in our Rate and Fee Schedule.

##### Member Repayment Responsibility

You agree your Overdraft Protection 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 Protection service. Accounts may be closed for failure to repay overdraft balances and we will report account closures to consumer reporting agencies and we may refer your account to an agency for collection.

##### Member Opt-Out Right

The Credit Union offers the overdraft protection 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 protection service at any time by notifying the Credit Union, by phone, by mail, in person, or through your online banking account. You understand that by opting-out of this service, the Credit Union 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 NSF/Returned Item fees. You are still responsible to pay any overdraft, even if you have opted-out of the service.

##### Opt-In Requirement

If you want ACU to authorize and pay an overdraft on your ATM and everyday debit card transactions call, write, visit a branch, or sign-in to your online banking account at the credit union to opt-in. We will continue to authorize and pay overdrafts for checks and automatic bill payments as described above, unless you have elected to opt-out of the Overdraft Protection Service.

##### Transfer Links from Other Share Accounts

You may also set up an overdraft transfer link from other ACU accounts you may have to cover overdrafts in your checking account(s). ACU may charge a Transfer Fee as set forth on the Deposit Rate & Fee Schedule and will be listed on your statement as a "Transfer Fee". ACU has the right not to transfer from share savings or money market accounts to cover your overdraft if this will cause you to exceed six (6) preauthorized, automatic,

Online Banking or Phone Teller transactions in the current calendar month.

#### **15. Postdated and Stale Dated Items**

You authorize us to accept and pay any check, even if the check is presented for payment before its date, unless you notify a Credit Union Branch Supervisor 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. A written notice will be effective for six (6) months. A written notice may be renewed in writing from time to 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 or draft drawn on your account which is presented more than six months after its date.

#### **16. Stop Payment Orders**

##### *Stop Payment Request*

You may ask the Credit Union to stop payment on any check drawn upon your checking account. You may request a stop payment by telephone, by mail, in person or through Online Banking message board. Also, we may accept a stop payment order through Online Banking provided you provide a signed written stop payment request as described below. For checks, the stop payment will be effective if the Credit Union receives the order in time for the Credit Union act upon the order. You must state the number of the account, date, the exact amount of the check and the number of the check. 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 the payment of the item. If we credit 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.

##### *Duration of Order for Check Stop Payments*

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 will be effective for six (6) months. A written stop payment order may be renewed in writing from time to time. The Credit Union is not obligated to notify you when a stop payment order expires. For ACH and other electronic transactions stop payments, see Section IV, number 10, Preauthorized Electronic Funds Transfers.

##### *Liability*

The Credit Union may charge a fee for each stop payment order requested, as set forth on the Deposit Rate & 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 if we place a stop payment order on an item, 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.

#### **17. Lost Items**

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.

#### **18. Credit Union's Liability for Errors**

If the Credit Union does not properly complete a transaction according to this Agreement, the Credit Union will be liable for your losses or damages 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 or the negligence of another financial institution; or (d) the money in your account is subject to legal process or other 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 non-actions 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.

#### **19. 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 nontransferable to third parties.

#### **20. Legal Process**

If any legal action, such as a levy, garnishment, or attachment, is brought against your account, the Credit Union may impose a legal process fee and 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.

#### **21. 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: (1) it is necessary to complete the transaction; (2) in accordance with the Fair Credit Reporting Act or other applicable laws and regulations; (3) such disclosure is in compliance with the law, government agencies or court orders; or (4) you give us your express permission.

#### **22. Notices**

##### *Negative Information Notice*

We may report information about your loans, share or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

##### *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 may accept oral notices of a change in address and may require any other notice from you to the Credit Union be provided in writing to a member service representative of the Credit Union. If the Credit Union attempts to locate you, the Credit Union may impose a service fee as set forth on the Deposit Rate & Fee Schedule.

#### *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. Changes in account ownership such as adding or removing a joint account owner must be evidenced by an executed new Account Card, which, upon execution, will be incorporated herein by this reference. 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.

#### *Effect of Notice*

Any written notice you give to the Credit Union is effective when it is actually received by the Credit Union. 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 account owner is considered notice to all owners of the account.

### **23. Member Communication**

#### *Consent to Communications*

By providing your telephone and email information to the Credit Union you expressly authorize the Credit Union to contact you at any telephone number or email address you provided, so we can assist you with your account services or take measures to prevent fraud on your account. You agree the Credit Union may use automatic telephone dialing systems in connection with calls made to any telephone number you provided, even if the telephone number is assigned to a cellular telephone service or other service for which the called party is charged. You may revoke this authorization at any time by providing the Credit Union with your written revocation by mail to PO Box 5060 DuPont, WA 98327 or by email through the Online Banking Service, [www.youracu.org](http://www.youracu.org).

In addition, to enhance your member experience with ACU, if you expressly authorize us in writing to do so, we may contact you on any telephone number associated with your account, including a wireless telephone number (i.e. cell phone number), to deliver to you, messages related to advertising and telemarketing calls and text message(s). Contact may be initiated by an employee representative or using an automatic telephone dialing system and/or an artificial or prerecorded voice. Authorization for advertising and telemarketing messages is not required as a condition of credit union membership, account opening, loan approval, or use of any credit union services. You may withdraw your consent at any time by providing written notice to us at PO Box 5060, DuPont, WA 98327, by email through the Online Banking Service, [www.youracu.org](http://www.youracu.org), via phone at 253.964.3113 or toll free, 1.866.YOURACU (968.7128) or by any other reasonable means.

### **24. Taxpayer Identification Numbers (TIN) and Backup Withholding**

If your account is or becomes subject to backup withholding, the Credit Union is required by law to withhold and pay to the Internal Revenue Service (IRS) a required percentage of interest, dividends and certain other payments under certain conditions. Your failure to furnish a correct taxpayer identification number (TIN) or meet other applicable requirements may result in backup withholding as well as civil or criminal penalties. If you refuse to provide your TIN, the Credit Union may suspend the opening of your account, or refuse to open the account.

### **25. Statements**

#### *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) become 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 statements and checks are made available to you on the date

the statement is mailed to you, unless you have requested that they be made available to you electronically in which case you understand and agree that they are made available on the date you are electronically notified of their availability. You also understand and agree that drafts or copies including electronic images thereof are made available to you on the date the statement is mailed to you or otherwise made available electronically if agreed to by you, even if the drafts do not accompany the statement.

#### *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 item drawn on your account if (1) you fail to notify the Credit Union within thirty (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 (2) any items are forged or altered in a manner not detectable by a reasonable person including the unauthorized use of a facsimile signature machine.

#### *Notice to Credit Union*

You agree that the Credit Union's retention of drafts does not alter or waive your responsibility to examine your statements and draft 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 charge 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.

### **26. Dormant and Abandoned Accounts**

If you have an account that you have not made a deposit to or withdrawal or transfer from for more than one (1) year and the Credit Union has been unable to contact you by regular mail during that period, the Credit Union may classify your account as a dormant account and may charge a dormant account service fee as allowed by applicable law and set forth on the Deposit Rate & Fee Schedule. Thereafter, dividends will not be paid on the account if the balance falls below any minimum balance requirement. The Credit Union will notify you at your last known address prior to imposing any fee as required by law. Checking accounts will continue to incur the monthly maintenance fee until closed by the member. You authorize us to transfer funds from an available share or access account of yours to cover the monthly maintenance fee, if necessary. If a deposit or withdrawal has not been made on the account and the Credit Union has had no other contact with you as provided or 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 and if you choose to reclaim such funds, you must apply to the appropriate state agency.

### **27. Death of Account Owner**

You irrevocably waive the right to make a testamentary disposition of any account with the Credit Union, now and in the future. You agree that upon your death, your account will be payable in accordance with any existing account designations and terms of this Agreement. We may require the survivor or other claimant to the account to produce certain documents before releasing the funds in the account. The Credit Union may continue to honor all transfers, withdrawals, deposits and other transactions on the account until the Credit Union learns of an account owner's death. Once the Credit Union is notified of a member's death, the Credit Union may pay checks or honor other payments or transfers orders authorized by the deceased member for a period of ten (10) days unless the Credit Union receives instructions from any person claiming an interest in the account. You agree that the Credit Union can require that anyone who claims funds in your account after your death indemnify the Credit Union for any losses resulting from honoring that claim. The Membership and Account Agreement will be binding upon any heirs or representatives of any account owner.

### **28. Termination of Account**

The Credit Union may terminate your account at any time without notice to you and may require you to close your account and apply for a new account if (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any account checks are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; or (7) we reasonably deem it necessary to prevent a loss to us. You may terminate an individual account by giving written notice. We reserve the right to require the consent of all owners to terminate a joint account. The Credit Union is not responsible for payment of any check, withdrawal, or other item after your account is terminated; however, if we pay a check after termination, you agree to reimburse us.

### **29. Termination of Membership**

You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all your accounts. You may be denied services or expelled from membership for any reason allowed by applicable law, including causing a loss to the Credit Union.

### **30. 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 as a result of the disposition of funds in reliance on this Agreement and any account designations of yours. If you ask the Credit Union to follow instructions that the Credit Union believes might expose us to claims, 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 to 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, or any account owner, such as adding or closing an account or service, must be evidenced by a signed Account Card and accepted by the Credit Union. The Credit Union will not recognize the authority of someone to whom you have given power of attorney without a copy of the Power of Attorney on record at the Credit Union. You agree to indemnify us for any actions on your account by a person you have given a Power of Attorney, except for actions taken after you have revoked the Power of Attorney in writing and provided us with a copy of the revocation. You understand that the Credit Union may choose to retain electronic or imaged copies of any original documents and you agree that an electronic or imaged copy is valid as an original document.

## **II. TRUTH IN SAVINGS DISCLOSURE**

### **1. Rate Information**

The Dividend Rate and Annual Percentage Yield (APY) on your accounts are set forth in the Deposit Rate & Fee Schedule. The Dividend Rate may change monthly or more often as determined by the Board of Directors. The Credit Union may offer special rate promotions from time to time based on your account relationship with us. If you have any questions or require current rate and fee information on your accounts, please call America's Credit Union at 253.964.3113 local or 1.866.968.7128 toll free.



## 2. Nature of Dividends

Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period. The Dividend Rate and Annual Percentage Yield set forth in the Deposit Rate & Fee Schedule are accurate as of the effective date which the Credit Union anticipates paying for the applicable dividend period.

## 3. Compounding and Crediting

Dividends will be compounded and credited monthly. The dividend period for all accounts is monthly beginning on the first calendar day of the month and ending on the last calendar day of the month.

## 4. Accrual of Dividends

Dividends will begin to accrue on all deposits on the business day you make the deposit to your account. If you close your account before accrued dividends are credited, dividends will not be paid.

## 5. Par Value of Shares

The par value of a regular share in this Credit Union is \$25. A \$25 minimum balance in a savings share is required except for Smart Club Accounts, Tree Fort Club Accounts, and Teen Accounts.

## 6. Balance Information

The minimum balance required to open each account is set forth in the Deposit Rate & Fee Schedule. The minimum balance is required to obtain the stated Annual Percentage Yield and to avoid any service fees as set forth in the Deposit Rate & Fee Schedule. If the minimum balance is not met on any day, you will not earn the stated Annual Percentage Yield and there may be a monthly product fee. Dividends are calculated by Average Daily Balance for regular interest checking accounts, and the Daily Balance method for tiered rate checking accounts and all other share accounts. The period we use is the monthly statement cycle.

### *Average Daily Balance Computation Method*

Dividends are calculated by applying a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day for the period and dividing that figure by the number of days in the period.

### *Daily Balance Computation Method*

Dividends are calculated by applying a daily periodic rate to the balance in the account each day.

## 7. Account Limitations/Common Features

No more than six (6) pre-authorized, automatic, or telephone transfers may be made from any type of share savings/money market account to another account of yours or to a third party in any month. A preauthorized 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 automated clearing house (ACH), by check, or ATM/POS transaction. If you exceed these limitations, your account may be closed.

## 8. Tiered Rate Savings and Money Market Accounts

If you maintain the required balance as indicated in the Deposit Rate & Fee Schedule you will earn dividends as disclosed for each account on the entire balance of your account. If you do not maintain the required balance, you will earn dividends based on the Dividend Rate offered for Regular Share accounts.

The **Performance Saver Account** is a Tiered Rate Account subject to the following:

### *Deposit Limitations*

Maximum of \$5,000 total deposit in any monthly period but you must make at least a minimum of \$10 in deposits every month. The principal balance cannot exceed \$100,000 during the lifetime of the Performance Saver. A maximum of one Performance Saver per Membership Account.

### *Tiered Dividend Rate*

If the account does not receive the minimum monthly deposit, the Performance Saver Dividend Rate will be reduced to the Regular Share

Dividend Rate. When the minimum deposit has been met the share will earn the Performance Saver Dividend Rate.

### *Early Withdrawal Penalty*

No withdrawals are allowed before maturity. If you withdraw principal or dividends prior to the maturity date an Early Withdrawal Penalty may be assessed and the account closed.

### *Amount of Early Withdrawal Penalty*

The amount of the early withdrawal penalty is based on forfeiture of dividends. The early withdrawal penalty is the most recent 90 days of dividends earned or would have been earned, or the total dividends earned since the date of issuance or renewal, whichever is less. If the dividend has already been paid, the penalty will be deducted from the principal.

### *Exceptions to Early Withdrawal Penalties*

At our option, we may pay the account before maturity without imposing an early withdrawal penalty when an account owner dies or is determined legally incompetent by a court or other body of competent jurisdiction.

### *Maturity Date*

The maturity date is 12 months. The balance will automatically renew for another 12 month term, unless you request us to transfer the funds to another share. You will have 10 days from the maturity date to withdraw your funds, without a penalty being assessed.

## 9. Guaranteed Rate Accounts

The Dividend Rate is guaranteed for six months provided the balance doesn't fall below the Minimum Opening Balance. At the end of six months the Dividend Rate will be the current Market Saver Dividend Rate. Guaranteed Money Market accounts may be re-guaranteed for another six months upon your request at the current published Dividend Rate. If the balance is less than the Minimum Opening Balance, but at least \$2,500, the Dividend Rate will be the current Market Saver Dividend Rate. If at any time the account balance falls below \$2,500, the Dividend Rate will be the Regular Share Dividend Rate.

## 10. Tiered Rate Checking Accounts

**Affinity Basic Checking** is a tiered rate checking account. If you maintain the required balance as indicated in the Deposit Rate & Fee Schedule, and meet account requirements, you will earn dividends as disclosed for each tier. To earn dividends, you must have in a statement period; e-statements, Direct Deposit of a minimum of \$500, use your Visa Debit card to conduct 10 point of sale (POS) transactions that post and settle, and \$15,000 in deposits or loans or a combination thereof. If account requirements are not met, dividends will not be paid.

**Affinity Plus Checking** earns dividends on amounts up to \$25,000 with the following account activities: have 15 or more monthly debit card transactions of at least \$5 post to and clear your account, log onto ACU Online or ACU Mobile App at least once per month, and be signed up to receive e-statements. If account requirements are not met, dividends will not be paid.

**Affinity Premier Checking** earns dividends if the account requirements to earn dividends are met. To earn dividends, the average daily balance must be \$5000 and a minimum direct deposit of \$500 must be posted to the account during the statement cycle. If account requirements are not met, dividends will not be paid.

## 11. Coverdell Educational Savings Accounts (CESAs)

A Coverdell education savings account (**Coverdell** ESA) is a trust or custodial account set up in the United States solely for paying qualified education expenses for the designated beneficiary of the account. Contact your tax accountant or attorney for questions and advice on setting up a CESA.

## 12. Health Savings Accounts (HSAs)

HSAs are used in conjunction with a high-deductible health plan and require a separate signed application. A HSA allows you to make deductible contributions which can be used to pay for qualified medical expenses. A HSA booklet is furnished to you prior to account opening that

includes the application, information about HSAs and the HSA Disclosure Statement. Contact your tax accountant or attorney for questions and advice on setting up your HSA.

### 13. Individual Retirement Accounts (IRAs)

The Credit Union offers **Traditional, Roth and Educational IRAs**. An IRA booklet is furnished to you prior to account opening that includes the application, information about IRAs and IRA Disclosure Statement. Contact your tax accountant or attorney for questions and advice on setting up the best IRA account for you.

### 14. Club Accounts

- **Christmas Club Account.** The entire balance will be paid to you by check or transferred to another account of yours on or after November 1<sup>st</sup> and the account will remain open. If a withdrawal is made from the Christmas Club account before the end of the club term, then the account will be closed and can't be reopened until the beginning of the new Club Program.
- **Tree Fort Club Account.** The primary member on the account must be age 12 or under with a qualified member 18 years or older as the joint owner. No withdrawals are allowed unless \$25 is maintained in a Share or Tree Fort Club Account. The month after the primary member becomes 13 years of age the shares will be transferred to a Teen Savings account and the Tree Fort Club Account will be closed.

### 15. Teen Accounts

- **Teen Saving.** The primary member on the account must be age 13-17 with a qualified member 18 years or older as the joint owner. No withdrawals are allowed unless \$25 is maintained in a Share or Teen Savings account. When the primary member becomes 18 years of age the shares will be transferred to the regular share account and the Teen Savings account will be closed.
- **Teen Checking.** The primary member on the account must be age 13-17 with the child's parent or guardian or existing qualified member 18 years or older as joint owner. The Visa Debit card is only issued to the primary teen member. When the primary member becomes 18 years of age the share will convert to the Affinity Basic Checking Account. Teen Checking is not a dividend paying account.

### 16. National Credit Union Share Insurance Fund

This credit union is federally insured by the National Credit Union Administration.

## III. FUNDS AVAILABILITY POLICY

### 1. General 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 policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay share drafts/checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and holidays. If you make a deposit before 5:00 pm 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 our cutoff hour or on a day we are not open, we will consider that the deposit was made on the next business day we are open. The Credit Union may hold deposits of checks drawn on foreign financial institutions for a reasonable period or submit for collection at the Credit Union's discretion.

### 2. Reservation of Right to Hold

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day we receive your deposit. Depending on the type of check that you deposit, funds may not

be available until the second business day after the day of your deposit. However, the first \$225.00 of your deposit will be available on the first business day. 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 immediately, 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 it deposited. 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 ability 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 share draft 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 \$5,525 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 the seventh business day 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 \$5,525 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 \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the eleventh business day after the day of your deposit unless deposited through an ATM then will be available on the thirtieth calendar day after the day of your deposit.

## IV. ELECTRONIC FUNDS TRANSFERS

The following disclosures set forth yours and the Credit Union's additional rights and responsibilities concerning electronic funds transfers. Terms and conditions set forth elsewhere in this Agreement shall also apply to your electronic funds transfer service. Electronic funds transfers (EFTs), including electronic check transfers, phone and computer transfers are electronically initiated transfers of money through Online Banking, Phone Teller, direct deposits, ATM and Visa Debit Card transactions involving your deposit accounts at the Credit Union.

By submitting an authorization for any EFT service or by accepting or using a Card or access code to make any EFT transaction, you agree to the following terms governing your and our rights and responsibilities concerning online electronic funds transfer services.

## 1. Services

### *ATM/Debit Card*

You may use your Card and Personal Identification Number (“PIN”) in ATMs owned and operated by the Credit Union, ATMs within the CO-OP, MAP, PLUS, Visa, MasterCard, or American Express Networks, (“Networks”) and such other machines or facilities as the Credit Union may designate. At the present time, you may use your Card to:

- Make deposits to your savings or checking account (deposits are subject to verification).
- Withdraw cash from your savings and checking account.
- Transfer funds between your savings and checking account.
- Obtain balance information for your savings and checking accounts.
- Make POS (Point of Sale) transactions with your card and PIN (Personal Identification Number) to purchase goods or services at POS terminals that are part of the Networks stated above or such other POS terminals as the Credit Union may designate.
- Purchase goods and services any place your Card is honored by participating merchants, including POS terminals and the Networks stated above. Funds to cover your Card purchases are deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, then we may treat the transaction as an overdraft request pursuant to an overdraft protection plan, if applicable, or decline the transaction if overdraft protection is not available, or we may terminate all services under this Agreement.
- Pay bills directly by telephone from your checking or savings account in the amounts and on the days your request.

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

### *Temporary Holds and Authorizations for Amounts in Excess of Transaction*

To facilitate certain electronic transactions, you make we may place temporary holds on funds in your accounts. These holds may be for periods of 36-hours or more; and are generally imposed by the transaction networks that process your payment requests. The Credit Union can neither control the parties with whom you do business nor regulate the processing of transactions through the commercial networks used to facilitate your transactions. It is your obligation to make sure that sufficient funds are on deposit at all times to cover the transactions you make including the amount that may be subject to these holds. Pursuant to the processing networks rules a merchant (hotel, car rental company, retailer, etc.) may obtain authorization for up to 3 times the total estimated amount of your actual hotel stay, car rental or purchase. This is considered to be an “authorized amount” by you and the authorized amount will not be available via your account for 36 hours or more after your bill is finally settled with such merchant(s), which can cause an insufficient funds situation in your account(s). Even if your bill is satisfied with another form of payment, the merchant/retailer may continue to hold the funds as originally authorized by you for these time periods. In order to avoid problems associated with these holds and authorizations, we recommend you not use your debit/check card when checking in at hotels or renting cars (which are the primary source of such holds/authorizations). Note: Using your debit card to settle your bill at departure should not subject you to these risks.

### *Direct Deposit*

Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or of Federal recurring payments, such as Social Security.

### *Phone Teller (Audio Response)*

If we approve the Phone Teller audio response access service for your accounts. You must use your PIN code along with your account number to access your accounts. At the present time you may use the Phone Teller to:

- Obtain account information such as balances, last dividend amount and date, and checks that have cleared;
- Obtain loan information such as current principal balance, payment amount, and payment due date;
- Transfer funds between your savings and checking accounts;
- Transfer funds from your Line of Credit to your savings or checking account; and
- Make loan payments by transferring funds from your savings or checking accounts.

### *Online Banking Services*

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 to 6-20 digits. The Online Banking service is accessible seven (7) days a week, 24 hours a day. However, from time to time, some or all of 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. The online address for the Online Banking service is [www.youracu.org](http://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.

At the present time, you may use the Online Banking service 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;
- Obtain account and Visa periodic statement and year end information;
- Set up Alerts;
- 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;
- Apply for a loan and make loan payments;
- Create sub-users;
- 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 through Message Board.

### *Mobile Banking Services*

Mobile Banking is an offered convenience and supplemental service to our Online Banking Service. It’s not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your account information, transfer funds, and conduct other banking transactions using compatible and supported mobile phones and/or other compatible and supported wireless devices.

### *Electronic Check Transactions*

You authorize us to honor any electronic check conversion transaction and re-presented check fee debit transactions you authorize (“Electronic Check Transactions”). You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving any notice regarding the merchant’s right to process the

transaction, which may be a sign posted by the merchant at the time of your transaction. All terms governing electronic funds transfer services will apply to electronic check transactions, except the \$50 and \$500 limits of liability for unauthorized transactions in section IV. ELECTRONIC FUNDS TRANSFERS, 4. Member Liability. You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.

## 2. Service Limitations

### *ATM/Debit Card*

1. Withdrawals. Cash withdrawals for ATMs can be made up to ten times in a twenty-four hour period per Cardholder. Each Cardholder may withdraw up to \$510 in a twenty-four hour period, if there are sufficient funds in your account, unless otherwise agreed by the parties. Because of the servicing schedule, there may be limited occasions when the Credit Union's computer is unavailable and a "closed" sign will appear when the machine is not in service.
2. Deposits. Deposits made at automated teller machines will be credited to your account the day we receive the funds. Deposits are subject to verification by the Credit Union. You should review the Credit Union's Funds Availability Policy to determine the availability of funds deposited at ATMs.
3. Transfers. You may transfer between your regular share savings and share draft accounts up to the available balance in your accounts at the time of the transfer.
4. Purchases. Debit card purchase transactions performed as a POS can be made up to twenty times in a twenty-four four period per Cardholder. Each Cardholder may purchase up to \$2,510 by debit card as a POS transaction in a twenty-four hour period, if there are sufficient funds in your account, unless otherwise agreed by parties. Purchase transactions by authorization/signature can be made up to twenty times in a twenty-four hour period per Cardholder. Each Cardholder may purchase up to \$7,510 by authorization/signature in a twenty-four hour period, if there are sufficient funds in your account, unless otherwise agreed by parties. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds or require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits.
5. HSA Credits. HSA credits will be considered current year contributions unless you give ACU prior notice.

### *Phone Teller (Audio Response)*

Your accounts can be accessed by Phone Teller via a touchtone telephone or mobile telephone. Audio response service will be available for your convenience seven (7) days per week. This service may be interrupted for a short time each day for data processing. While there is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day, there are certain limitations on transfers from savings and money market accounts. Transfers from a savings or a money market account will be limited to six (6) in any one month.

No transfer or withdrawal may exceed the available funds in your account and any overdraft protection limits, if any. 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. The Credit Union may set other limits on the amount of any transactions, 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. There is no limit on the number of transaction requests you may make during a single phone call. The system will discontinue if no transaction is entered. If you wish to make any further transactions, you will have to call back. The system will also discontinue after three unsuccessful attempts to enter a transaction.

### *Online Banking*

The following limitations on Online Banking transactions may apply:

#### *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.

### *Account Information*

The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for any ATM deposit transactions and our Funds Availability Policy.

### *E-Mail*

You may use the e-mail to send messages to us. E-mail may not, however, be used to initiate a transfer on your account or a stop payment request. The Credit Union may not immediately receive e-mail communications that you send and the Credit Union will not take action based on e-mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, you may call the Credit Union at the telephone number set forth in section IV. ELECTRONIC TRANSFERS, 4. Member Liability.

### *Online Bill Payment*

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:

1. "Single payments" Use one-time payments to make a single payment or payments that vary from payment to payment for an individual or business. One-time payments may be deleted or edited through the Online Bill Payment service prior to processing.
2. "Recurring" Use recurring payments to schedule fixed recurring payments (e.g., mortgage payment, car payment, etc.). You may designate the start and end dates for payments. Recurring payments may be deleted or edited through the Online Bill Payment service prior to processing.

There is a minimum dollar limit on any one-bill payment of \$1.00 and a maximum dollar limit on any one bill payment of \$9,999 or the available balance in your designated account plus any available overdraft protection balance, whichever is less. 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, you may have up to 250 payees. 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 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.

The Credit Union will not process any Online Bill Payment 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 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.

#### *Stop Payment of Online Bill Payments*

You may cancel or stop payment One-Time and Recurring bill payments under certain circumstances (prior to check clearance) by following the instructions provided. You can edit your scheduled bill payment that you have already scheduled for transmission through the Online Bill Payment service, provided the funds have not been already deducted from your account. Stop payments cannot be made on electronic items; they must be deleted in the bill payment service prior to processing. You will need to contact the Credit Union to stop your payment request prior to the check clearing. Your cancellation request must be made during credit union business hours, excluding holidays. Credit Union business hours and contact numbers are posted on our website at [www.youracu.org](http://www.youracu.org) and are also posted in Section V of this disclosure. The Credit Union may require you to confirm your stop payment request in writing within fourteen (14) days of the call.

#### *Stop Payment Fees*

Fees may apply for each stop payment item. Please refer to the Deposit Rate & Fee Schedule for fee amount.

### **3. Security of PIN and Access Code**

#### *Initial Access*

After you have successfully accessed the Online Banking Service, you may select a password with 6-20 characters 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 an 8 to 15 character personal user name.

#### *Security*

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 EFT services under this Agreement. If you permit other persons to use an EFT service, Card, 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 ATM/Debit Card and or Personal Identification Number (PIN) has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account plus your maximum overdraft line of credit if you have one with us. If you believe your ATM/Debit Card and or PIN has been lost or stolen, and you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your ATM/Debit Card and or PIN without your permission. If you do NOT tell us within two business days after your learn of the loss or theft of your ATM/Debit Card and or PIN, and we can prove we could have stopped someone from using your ATM/Debit Card and or PIN without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your Card or 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](http://www.youracu.org).

### **5. Business Days**

For purposes of these disclosures, our business days are Monday through Friday, excluding holidays. Some branches may be opened on Saturdays. Branch hours are posted at each branch and at [www.youracu.org](http://www.youracu.org).

### **6. 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. When you use an ATM that is not operated by us, you may be charged a fee by the ATM operator or an ATM network utilized for such a transaction, and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer. The ATM fee will be debited from your account.

#### *Foreign Transactions*

A Foreign Transaction fee may be applied to transactions that take place outside of the United States, even if the currency used is U.S. Dollars. If a transaction is in a foreign currency, Visa International will convert the transaction into U.S. dollars by using their own currency conversion procedures. Either the rate will come from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself received, or the government-



mandated rate in effect for the applicable central processing date, in each instance. The exchange rate used may differ from the rate on the date of your transaction. An international transaction is a transaction where the card issuing financial institution's country is different from the merchant's country, thus a transaction over the Internet could qualify as an international transaction.

We may charge a Foreign Transaction fee that is a percentage of the U.S. Dollar amount of any foreign transaction as provided to us from Visa as set forth on the Deposit Rate & Fee Schedule. These Foreign Transaction fees are finance charges. The same process and charges will apply again if a Foreign Transaction is reversed.

## 7. Right to Receive Documentation Transfers

### *Periodic Statements*

Transfers and withdrawals transacted through an ATM 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.

### *Direct Deposits*

If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling the phone number listed above. This does not apply to transactions occurring outside the United States.

### *Terminal Receipt*

You may obtain a receipt at the time you make any transfer to or from your account using an ATM.

## 8. 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](http://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.

## 9. Limitation of Liability for EFT Services

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

- If, through no fault of ours, you do not have enough money in your account to make the transfer, your account is inactive, or the transfer would go over the credit limit on your overdraft line.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If you used the wrong PIN or you have not properly followed any applicable computer or Credit Union user instructions for making transfers.
- If your computer or other connection device fails or malfunctions or the phone lines or Credit Union computer system was not properly working and such problem should have been apparent when you attempted such transaction.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If the card has expired or is damaged and cannot be used. The ATM or POS terminal may retain your card in certain instances, in which event you may contact the Credit Union about a replacement.

- If circumstances beyond our control (such as fire, flood, telecommunication outages or strikes, equipment or power failure) prevent making the transaction.
- If the funds in your account are subject to an administrative hold, legal process or other claim.
- If your account is frozen because of a delinquent loan.
- If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer.
- If the error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Internet service provider, any computer virus or problems related to software not provided by the Credit Union.
- There may be other exceptions stated in our agreement with you.

## 10. Preauthorized Electronic Fund Transfers

### *Stop Payment Rights*

If you have arranged in advance to make regular electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify the Credit Union orally or in writing at least three (3) business days before the scheduled date of the transfer. The Credit Union may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do require the written confirmation, the oral stop payment shall cease to be binding fourteen (14) days after it has been made. Stop payment fees may apply for each stop payment item—refer to the Deposit Rate & Fee Schedule for fee amount.

### *Notice of Varying Amounts*

If these regular payments may vary in amount, the company you are going to pay will tell you ten (10) days before each payment when it will be made and how much it will be.

### *Liability for Failure to Stop Payment of Preauthorized Transfers*

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

## 11. Termination of EFT Services

You agree that we may terminate this Agreement and your EFT services, if you, or any authorized user of your EFT services 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.

## 12. 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.

## 13. Billing Errors

In case of errors or questions about your electronic transfers telephone us at, 253.964.3113 or toll free, 1.866.YOUR1CU (968.7128) during regular hours or write us at America's Credit Union, PO Box 5060, DuPont, WA 98327, or contact us electronically by sending an email message through the Online Banking Service, [www.youracu.org](http://www.youracu.org), as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem appears.



- a. Include your name and account number.
- b. Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- c. Include the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days if involving a Visa point-of-sale transaction processed by Visa or 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days if involved a Visa point-of-sale transaction processed by Visa or 20 days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new member.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

#### 14. ATM Safety Notice

The following information is a list of safety precautions regarding the use of Automated Teller Machine (ATM) and Night Deposit Facilities.

- a. Be aware of your surroundings, particularly at night.
- b. Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- c. If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
- d. Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- e. If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your ATM access device or deposit envelope, and leave.
- f. If you are followed after making a transaction, go to the nearest public area where people are located.
- g. Do not write your personal identification number or code on your ATM card.
- h. Report all crimes to law enforcement officials immediately.

#### 15. Severability

In the event that any portion of this Agreement is held by a court to be invalid or unenforceable for any reason, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

#### 16. 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, including ATM or debit cards and online or mobile 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.

## V. ELECTRONIC BANKING AND ELECTRONIC SERVICES AGREEMENT

These Agreements are between America's Credit Union, a Federal Credit Union referred to as, ACU, we, us, our or Credit Union, and each participating member of ACU's Electronic Banking and Service Agreements, together with any person who is authorized by a member to use or access any of these services, referred together as you, your or yours. Please read these Agreements carefully before accessing or using these services. By accessing or using these services, you agree to be bound by the terms and conditions set forth below. If you do not wish to be bound by these terms and conditions, you may not access or use these services. Any deposit account, loan or other banking product accessed through an electronic Internet based service is subject to these Agreements.

**Governing Law.** This agreement, including the validity of any signatures or consents, any claim, or disputes arising hereunder shall be construed in accordance with and governed by the Laws of the State of Washington.

#### 1. Online Security

**Security Overview.** Using the Online Banking login on the [www.youracu.org](http://www.youracu.org) pages is safe, since your account number/username and password are transmitted via secure session that is established between your browser and our systems. Your information is encrypted using 128-bit encryption algorithm and sent to our systems for authentication into Online Banking. Please note ACU never transmits your information without it first being encrypted. You acknowledge the Internet is inherently insecure and all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. Requests for personal information should only be sent to us through the Message Board in your Online Banking account. We cannot and do not warrant data transfers utilizing the open Internet.

**Encryption.** We require the use of a secure browser to access your account online. Your browser must be equipped with SSL (Secure Socket Layer) with 128-bit or higher encryption to communicate with our servers.

**Network Security and Monitoring.** We use many layers of security to provide added protection, rather than a single layer such as a firewall. This places multiple barriers between the outside world and our business-critical information resources. We do use firewalls; but we also use our routers and intrusion detection systems to protect ACU's Online Banking and other networks from unauthorized traffic. All network activity accessing our business-critical systems is logged, monitored and audited continuously.

*Virus Protection.* We are not responsible for any electronic virus or viruses that you may encounter. ACU recommends that you routinely scan your PC using a reliable virus protection software product to detect and remove any viruses found. An undetected or unrepaired virus may corrupt and/or destroy your programs, files and even your hardware. ACU uses several layers of virus detection software that scans our network to detect any virus activity to include our e-mail servers.

## **2. Electronic Services**

*Equipment and Software Requirements.* To receive electronic records and to access our Online Banking services, you need a computer or other connection device with Internet access and web browser (such as Microsoft Internet Explorer, Netscape Navigator, Safari and Firefox or an equivalent). Use and access to our Online Banking services requires the use of a browser that supports 128 bit encryption, Java and cookies enabled. You are responsible for the set-up and maintenance of your home computer or other connection device and Internet Service Provider, which supports the encryption requirements of our Online Banking systems. Contact us to see if your equipment is compatible.

*Electronic Signature.* You consent and agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action while using any electronic service we offer; or in accessing or making any transactions regarding any agreement, acknowledgment, consent terms, disclosures or conditions constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to validate your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and ACU.

*Electronic Records.* By requesting any electronic funds transfer, Online Banking, other electronic services or transactions, by submitting any application or agreement to us electronically, or by e-mailing us, you represent that you have such equipment and software and that you can download, access, read, review, print, and store the electronic records we provide to you.

To facilitate electronic commerce, to reduce the expense of records storage, and to obtain the benefits of faster access to records, you acknowledge and agree that we may in our discretion store all records electronically; and that we will not retain and have no obligation to retain any original documents for any period of time. This applies to all documentation including but not limited to checks, transaction records, notes, mortgages, deeds of trust and other loan and/or security documentation. You further acknowledge and understand that we will routinely destroy all original documentation. We may store records electronically via imaging, scanning, filming or other technology used in the financial services industry for the storage of documentation via internal processes or third-party processors that we approve for these services. You agree that such storage shall be secure, and further agree that such records shall for all purposes be recognized and admissible in evidence or otherwise to prove the agreements, rights and obligations of the parties pursuant to any such records.

*Account Ownership and Use/Accurate Information.* You represent that you are the legal owner of the accounts and other financial information which may be accessed via Online Banking and/or Mobile Banking. You agree to be bound by the terms and conditions of ACU's Membership and Account Agreement, which was provided to you upon your application for membership. You represent and agree that all information you provide to us in connection with Online Banking and/or Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating Online Banking and/or Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You agree to use Online Banking and/or Mobile Banking carefully, to keep your password confidential and secure and not share it with others, to check your statements and transactions regularly, to report any errors to us promptly by calling us at 1.866.968.7128 or 253.964.3113.

*Confidentiality of Passwords.* By requesting access to ACU's Internet Online Banking and/or Mobile Banking Program you agree to keep your Password and Personal Challenge Questions private, secure, and your Password selection unique and not easily guessed or obtained by others. ACU recommends for security reasons that your Password be a combination of numbers, letters and symbols and that you change your

Password every 180 days. You also agree not to disclose or record the Password or Personal Challenge Questions in any manner or on any media, whether in writing or otherwise, including without limitation in electronic form, or on voice mail or e-mail. **If you share or disclose your user name and password, all transactions performed in connection with the services are legally binding on the account holder and ACU will not be responsible for any losses that may result. If you suspect or become aware that there has been misuse or unauthorized use or knowledge of your user name and password, you agree to immediately change the password and notify ACU as soon as possible at 1.866.968.7128 (toll free) or 253.964.3113 (local).** ACU does not have access to your Password or Personal Challenge Questions. If you need to reset your Password or Personal Challenge Questions, call 1.866.968.7128 or 253.964.3113.

### 3. Online Banking

The website address for Online Banking is [www.youracu.org](http://www.youracu.org). You are responsible for the installation, maintenance and operation of your computer and modem and or other connection device. ACU will not be responsible for any errors or failures involving any telephone or other Internet service, or your computer or other connection device. You will be required to set a User Name, Password and Challenge Questions when first enrolling in Online Banking. The Online Banking service is accessible seven (7) days a week, twenty-four (24) hours a day with your enrollment in Online Banking. However, the system may be temporarily unavailable from time to time for maintenance. ACU will not be responsible for any errors or failures involving any telephone or other Internet service, Mobile device, computer or other connection device.

*Types of Transactions.* You may use the Online Banking service to access your accounts with your user name and password to obtain account information related to any of your savings and loan accounts. Obtain information such as current balance, loan payoffs, payroll deposits, automatic withdrawals, savings history, and checking history to include view and print checks that have cleared. Make transfers to or from your savings and checking. Request advances on your personal or home equity line of credit loans, deposit the proceeds in any of your accounts or have the proceeds mailed directly to you, the primary owner, at the mailing address listed for your account. Withdraw funds from savings, checking and line of credit accounts by check made payable to you, the primary owner, and mailed to you at your mailing address. Make loan payments from any savings or checking account to any loan account of yours. You may also communicate with us through the Message Board, obtain copies of statements, reorder personal checks, and apply for loans.

*Restrictions and Limitations on Transactions.* Transactions in Online Banking are subject to the terms and limitations disclosed in the Membership and Account Agreement, Electronic Funds Transfer Disclosure, Funds Availability Policy, Account Rate and Fee Disclosures, this Agreement and your loan agreements. Transfers and withdrawals cannot be made from Certificate, IRA and HSA deposit accounts. Withdrawals cannot be made from Performance Saver, Smart Club and Christmas Club accounts. We reserve the right to deny transfers between certain types of accounts under certain circumstances. 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 six (6) per month. Transfers and withdrawals made through Online Banking count toward this total. ACU reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, or lower an account below a required balance. If we process the transfer and you do not have Overdraft Protection you agree to pay any overdraft amount plus applicable fees. All checks requested through Online Banking are payable to you, the primary member, and will be mailed to your mailing address of record on your account.

### 4. Mobile Banking

Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your account information, transfer funds, and conduct other banking transactions. To utilize the Online Banking/Mobile Banking services, you must be enrolled by ACU prior to first access.

*Description of Services.* Mobile Banking is a personal financial account management service that allows you to view balances and recent account activity, and conduct certain transactions using compatible and supported mobile phones and/or other compatible and supported wireless devices.

*Wireless Carrier Accessibility.* Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the service may not be supportable for all devices. ACU cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues. Your wireless carrier may assess you fees for data or text messaging services. Consult your wireless plan or provider for details.

*Phone Number Provided to Us.* You hereby confirm, declare and acknowledge the phone number(s) provided to us is/are owned by you, and unless otherwise expressed to us in writing or through the Internet or our facilities, any communication from and to the said phone(s) is and shall be with your knowledge and control. You agree to inform us immediately upon any change in the phone number(s), loss of the phone(s), the phone being outside your control and/or any other change that may affect the provision of the Mobile Banking Service to you.

*Proprietary Rights.* You are permitted to use content delivered to you through Mobile Banking only on Mobile Banking. 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 Mobile Banking.

*Transaction Limitations.* We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We also reserve the right to modify the scope of the service at any time.

*Use of Service.* In order to properly use Mobile Banking, you should review and follow the instructions provided on our website. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with Mobile Banking. We may modify the service from time to time at our sole discretion. You also accept responsibility for making sure that you know how to properly use your device and we will not be liable to you for any losses caused by your failure to properly use the service or your device.

*User Security.* You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. We make no representation that any content or use of Mobile Banking is available for use in locations outside the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

*Changes or Cancellation.* You may cancel your participation in Mobile Banking by calling us at 1.866.968.7128 or 253.964.3113. We reserve the right to change or cancel Mobile Banking at any time without notice. We may also suspend your access to Mobile Banking at any time without notice and for any reason, including but not limited to, your non-use of Mobile Banking Services. You agree that we will not be liable to you or any third party for any modification or discontinuance of Mobile Banking.

## 5. Mobile Deposit

The Mobile Deposit Service is designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by scanning original checks and delivering the images and associated deposit information to ACU or our designated processor with your Mobile Device. ACU is not responsible for any third party software you may need to use Mobile Deposit Services, including costs and expenses related to mobile devices, data plans and text charges. You must be enrolled in Online Banking and Mobile Banking Services and have agreed to the Mobile Deposit User Agreement to use the Mobile Deposit Service.

## 6. Send Money

You can Send Money to third parties from your ACU saving or checking accounts by using your ACU Mobile Banking account processed through PayPal, a payment service provider. An email address or mobile phone number is required for the recipient. You as the sender are not required to have a PayPal account but your recipient must have or establish a PayPal account. Your recipient is notified right away of your money transfer; they then can transfer the money to another financial account, which can take up to 3 days. Your recipient has 30 days to claim the money. In the event your recipient does not claim the money within 30 days, the money is returned to your ACU account.

*Restrictions and Limitations.* 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 nonrefundable. There is no minimum money amount you can send but a fee is charged for each transaction. Maximum money amounts you can send are:

Maximum money amount per day for first time recipients	\$50
Maximum money amount per transaction	\$500
Maximum money amount per day	\$500
Maximum money amount per month	\$2,000

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.

*ACU is not responsible for money transfers made by you in error.* You can cancel the transaction through PayPal if the recipient has not collected the money. In the event the money was collected by the recipient you will have 45 days from the initial transfer date to report the error to us. Contact ACU by calling 1.866.968.7128 or 253.964.3113. You will need to complete dispute forms in writing, and then ACU will file the dispute forms with PayPal on your behalf. PayPal contacts the recipient, who has 20 days to respond. If the recipient does not respond the money is returned to your account.

## 7. Online Bill Payment

The Online Bill Payment service allows you to access your account to pay most bills through Online Banking and/or Mobile Banking. 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: 1. "Single payments" Use one-time payments to make a single payment or payments that vary from payment to payment for an individual or business. One-time payments may be deleted or edited through the Online Bill Payment service prior to processing. 2. "Recurring" Use recurring payments to schedule fixed recurring payments (e.g., mortgage payment, car payment, etc.). You may designate the start and end dates for payments. Recurring payments may be deleted or edited through the Online Bill Payment service prior to processing.

*Restrictions and Limitations on Transactions.* The minimum dollar limit on any one-bill payment is \$1. The maximum dollar limit on any one bill

payment is \$9,999 or the available balance in your designated account plus any available overdraft protection balance, whichever is less. 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, you may have up to 250 payees. 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 Processing 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 Sent On Date 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 Processing 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 Processing 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.

ACU will not process any Online Bill Payment 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 providing or entering. If there are insufficient funds in your account to make the Online Bill Payment request, we may (at our sole discretion) either refuse to make the payment or make the payment and transfer funds from any overdraft protection account you have established. ACU reserves the right to refuse to process payment instructions that reasonably appear to ACU to be fraudulent or erroneous.

*Stop Payment of Online Bill Payments.* You may cancel or stop payment on One-time and Recurring bill payments under certain circumstances (prior to check clearance) by following the instructions provided. If you discover an error or want to change an amount for a bill payment that has already processed through the Online Bill Payment Service, you will need to contact ACU to stop your payment request prior to the check clearing. Your cancellation request must be made during ACU's business hours, excluding holidays. If the bill payment request has not processed you may edit or delete the payment in the Bill Payment Service. Stop payments cannot be made on electronic items; they must be deleted in the Bill Payment Service prior to processing. ACU may require you to confirm your stop payment request in writing within fourteen (14) days of the call.

*Stop Payment Fees.* Fees may apply for each stop payment item—refer to the Deposit Rate & Fee Schedule for fee amount.

## 8. Electronic Wallet Service

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.

## 9. Electronic Delivery Services Program

You can elect to receive any one or more of the following types of statements electronically:

- *Account Statement.* Includes all activity for savings accounts, checking accounts, club accounts, certificates of deposit, money market accounts, IRA accounts, HSA accounts, and loans. When retrieving your E-Statement, click on the “Disclosure” tab to receive your periodic notice of billing error rights under federal regulations E and Z. To view the most recent Discovery Newsletter and/or statement stuffers, which may contain important legal notices, click on the “Offers/Rates” tab. You may also view and print your cancelled checks by clicking the “View Checks” tab.
- *Visa Account Statement.* Includes all activity for your Visa account. When retrieving your E-Visa Account Statement, click on the “Disclosure” tab to receive your periodic notice of billing error rights under federal regulation Z. To view the most recent Discovery Newsletter and/or statement stuffers, which may contain important legal notices, click on the “Offers/Rates” tab.
- *Home Equity Visa Statement.* Includes all activity for your Home Equity Visa account. When retrieving your E-Visa Account Statement, click on the “Disclosure” tab to receive your periodic notice of billing error rights under federal regulation Z. To view the most recent Discovery Newsletter and/or statement stuffers, which may contain important legal notices, click on the “Offers/Rates” tab.
- *IRS Statements.* Includes forms 1098, 1099-INT, 1099-C, 1099-Q, 1099-R, 1099-SA, 5498, 5498-ESA and 5498-SA. To retrieve your E-Tax Statement click on the “eTax” tab.
- *Notices.* Includes late payment notices, returned item notices, change in terms notices, annual disclosures and other disclosures and notices that ACU may provide from time to time. To view your E-Notices click on the “eNotices” tab.

*Procedures for Updating Your eMail Address.* Your e-mail address is required to participate in ACU’s Electronic Delivery Service Program. We will send you an e-mail notification at your last email address of record when your electronic Statement or documents are available. You must notify us as listed below if you have changes to your e-mail address or if you are unable to access your Online Banking account.

*Accessing the Electronic Delivery Service Program and Availability.* To access ACU’s Electronic Delivery Service Program you must have an established Username and Password for Online Banking. To view your electronic Statements or documents click on “ESTATEMENTS” on your Online Banking summary page. To change your Electronic Delivery Service elections, click on “Preferences” below “ESTATEMENTS.” We recommend that you sign in to your ACU Online Banking account and review your electronic Statements or documents as soon as possible and further recommend that you print or save a copy for your records. Your electronic Tax Statements, Account Statements, Visa Statement and Home Equity Visa Statement will be available for viewing and printing for 18 months. Electronic Notices will be available for at least 90 days.

*Equipment and Software Requirements.* For viewing, reading or downloading your electronic Statements and Notices you will need Adobe or Acrobat Reader and a printer connected to your computer or access

device to print a copy. By electing to participate in ACU’s Electronic Delivery Program, you represent that you have such equipment and software and that you can download, access, read, review, print and store the electronic Statements and documents ACU provides to you.

*Consent to Receive Electronic Delivery Services.* If you do not consent to receive Tax Statements, Account and Visa Statements, or Notices electronically, a paper copy will be provided. Your affirmative consent will apply to tax statements furnished every year after consent is given until your consent is withdrawn. Accessing your electronic Tax Statements, Visa Statements, Account Statements or Notices confirms your agreement to be bound by all disclosures and agreements and acknowledges your receipt and understanding of this agreement. Print or save a copy of this disclosure for your records.

*Your Rights to Receive Paper Statements and/or Notice Copies and to Withdraw Consent.* You have a right to receive paper copies of any electronic records if applicable laws specifically require ACU to provide such documentation. To request a paper copy of your electronic Tax Statements, Account and Visa Statements, or Notice, or to withdraw your consent by mail, write to, America’s Credit Union, PO Box 5060, DuPont, WA 98327 or in person at any ACU branch, or by calling an ACU Member Contact Center Representative at 253.964.3113 or 1.866.968.7128. You can electronically withdraw your consent through your Online Banking account, by clicking on “Preferences” below “ESTATEMENTS” at the top of your Online Banking summary page, or request a paper copy through the Online Banking Message Board. A fee to provide paper copies of statements or electronic records may be imposed as set forth in our Rate and Fee Schedule.

*Electronic Agreement & Security.* You consent that ACU may communicate with you electronically as necessary. You further consent that ACU may provide to you electronically periodic Account Statements, Tax Statements, Visa Statements, Home Equity Statements and Notices as you elected in your ACU Online Banking account. Your selections will become effective immediately and you will no longer receive paper documents, as selected, in the U.S. Mail. ACU reserves the right to send any or all electronic records or statements to you in paper form to your current mailing address.

## 10. 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.

## VI. MOBILE DEPOSIT USER AGREEMENT

This Mobile Deposit Agreement (“Agreement”) contains the terms and conditions for the use of America’s Credit Union, a Federal Credit Union, (“ACU,” “us,” or “we”) for mobile remote deposits services we may provide to you (“you,” “your,” or “User”). By using Mobile Deposit Services, you accept all the terms and conditions of this Agreement. Please read it carefully. Other agreements you have entered into with ACU, including the Membership and Account Agreement governing your ACU account, are incorporated by reference and made a part of this Agreement.

### 1. Services

The mobile deposit services (“Services”) are designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by scanning original checks

and delivering the images and associated deposit information to ACU or our designated processor with your Mobile Device. Currently there is no charge for the Services.

## **2. Acceptance of these Terms**

Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail or on our website(s) by providing a link to the revised Agreement. Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, ACU reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

## **3. Limitations of Service**

When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website to notify you of these interruptions in Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

## **4. Hardware and Software**

In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by ACU from time to time. See [www.youracu.org](http://www.youracu.org), click on Online Services at the bottom of the page, for current hardware and software specifications. ACU is not responsible for any third-party software you may need to use the Services, including but not limited to costs and expenses related to mobile devices, data plans and text charges. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third-party software provider at time of download and installation.

## **5. Eligible items.**

You agree to scan deposit only “checks” as that term is defined in Federal Reserve Regulation CC (“Reg. CC”). Checks you scan deposit, that are issued and drawn by you, may incur a fee if returned for nonpayment. (Refer to the Rate and Fee Schedule for the fee amount.) When the image of the check transmitted to ACU is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an “item” within the meaning of Articles 3 and 4 of the Uniform Commercial Code. You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- a. Checks or items payable to any person or entity other than you.
- b. Checks payable jointly, unless deposited into an account in the name of all payees.
- c. Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- d. Checks previously converted to a substitute check, as defined in Reg. CC.
- e. Checks not payable in United States currency.
- f. Checks drawn on a financial institution located outside the United States.
- g. Checks dated more than 6 months prior to the date of deposit.
- h. Checks that are remotely created checks, as defined in Reg. CC.
- i. Checks payable on sight or payable through Drafts, as defined in Reg. CC.
- j. Checks that have previously been submitted through the Service or through a remote deposit service offered at any other financial institution.
- k. Checks with any endorsement on the back other than that specified in this agreement.

1. Checks or items prohibited by ACU’s current procedures relating to the Services or which are otherwise not acceptable under the terms of your ACU account.

## **6. Endorsement and Procedures**

You agree to endorse any item transmitted through the Services by signing the back of the check or as otherwise instructed by ACU. You agree to follow any and all other procedures and instructions for use of the Services as ACU may establish from time to time.

## **7. Image Quality**

The image of an item transmitted to ACU using the Services must be legible, as determined by and in the sole discretion of ACU. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by ACU, ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

## **8. Receipt of Items**

We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from ACU that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree ACU is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

## **9. Availability of Funds**

You agree that items transmitted using the 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 9:00 a.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.

## **10. Business Days**

For purposes of these disclosures, our business days are Monday through Friday, excluding federal holidays.

## **11. Disposal of Transmitted Items**

Upon your receipt of a confirmation from ACU that we have received an image of an item that you have transmitted, you agree to retain the item until the item deposit appears on your ACU account statement. After the item appears on your statement, you agree to prominently mark the item as “VOID” and to properly dispose of the item to ensure that it is not re-presented for payment and you agree never to re-present the item. During the time the item is available, you agree to promptly provide it to ACU upon request to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for ACU’s audit purposes.

## **12. Deposit Limits**

The daily dollar amount is \$5,000 per business day for all items. The maximum amount per item is \$5,000. 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.

## **13. Errors**

You agree to notify ACU of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable ACU account statement is sent. Unless you notify ACU within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against ACU for such alleged error. In case of errors or questions



about your deposit/s telephone us at 253.964.3113 or toll free, 1.866.YOUR1CU (968.7128) during regular hours or write us at America's Credit Union, PO Box 5060, DuPont, WA 98327, or contact us electronically by sending an email message through the Online Banking Service [www.youracu.org](http://www.youracu.org), as soon as you can, if you think your statement or deposit/s is wrong or if you need more information about a deposit on the statement.

#### **14. Presentment**

The manner in which the items are cleared, presented for payment and collected shall be in ACU's sole discretion subject to the Membership and Account Agreement governing your account.

#### **15. Ownership and License**

You agree that ACU retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to ACU's business interest, or (iii) to ACU's actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

#### **16. DISCLAIMER OF WARRANTIES**

YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR

RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

#### **17. LIMITATION OF LIABILITY**

YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF ACU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

#### **18. User Warranties and Indemnification**

You warrant to ACU that:

- a. You will only transmit eligible items.
- b. Images will meet the image quality standards.
- c. You will not transmit duplicate items.
- d. You will not deposit or re-present the original item.
- e. ACU will not sustain a loss from a scanned image you have deposited.
- f. All information you provide to ACU is accurate and true.
- g. You will comply with this Agreement and all applicable rules, laws and regulations.

You agree to indemnify and hold harmless ACU from any loss for breach of this warranty provision.

#### **19. Other Terms**

You may not assign this Agreement. This Agreement is entered into in DuPont, Washington, and shall be governed by the laws of the State of Washington and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of the Agreement unenforceable or invalid.

## FACTS

### WHAT DOES AMERICA'S CREDIT UNION, A FEDERAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

<b>Why?</b>	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 what we do.
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>■ Social Security number and income</li> <li>■ account balances and payment history</li> <li>■ credit history and credit scores</li> </ul>
<b>How?</b>	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?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	No	We don't share
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	No	We don't share
<b>For nonaffiliates to market to you</b>	Yes	Yes

<b>To limit our sharing</b>	<ul style="list-style-type: none"> <li>■ Call toll free 1.866.968.7128 or local 253.964.3113 press 1, then # to speak to a Member Contact Center Representative.</li> </ul> <p><b>Please note:</b></p> <p>If you are a <i>new</i> member, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our member, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>
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<b>Questions?</b>	Call toll free 1.866.968.7128 or local 253.964.3113 press 1, then # to speak to a Member Contact Center Representative.
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## What we do

<b>How does America's Credit Union protect my personal information?</b>	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.
<b>How does America's Credit Union collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>■ open an account or deposit money</li> <li>■ pay your bills or apply for a loan</li> <li>■ use your credit or debit card</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>■ sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>■ affiliates from using your information to market to you</li> <li>■ sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on your account.

## Definitions

<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>CU Collateral Services</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Nonaffiliates we share with can include companies, such as, insurance companies.</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>■ <i>Our joint marketing partners include insurance companies and credit card companies.</i></li> </ul>

