



MEMBERSHIP AND ACCOUNT AGREEMENT

This Booklet Contains

PRIVACY POLICY

Membership and Accounts
Truth in Savings Disclosures

Funds Availability Policy
Electronic Services Agreement
Mobile Deposit User Agreement

Locations to Serve You

DuPont Branch

1495 Wilmington Drive Suite 100
DuPont, WA 98327

Madigan Branch

9035 Jackson Avenue
Joint Base Lewis McChord, WA 98433

University Place Branch

4323 Bridgeport Way W
UniversityPlace, WA 98466

Fort Lewis Main Office

2201 N. 12th Street
Joint Base Lewis McChord, WA 98433

North Fort Branch

11574 A Street
Joint Base Lewis McChord, WA 98433

Yelm Branch

415 E. Yelm Avenue
Yelm, WA 98597

Graham Branch

9921 224th Street E
Graham, WA 98338

Proctor Branch

2602 N. Proctor Street #103
Tacoma, WA 98407

Yelm Walmart Branch

17100 WA – 507 SE
Yelm, WA 98597

Lacey Branch

8308 Quinault Drive NE Lacey,
WA 98516

South Tacoma Branch

1917 S. 72nd Street, Suite 25/26
Tacoma, WA 98408

Lakewood Branch

6310 Mt. Tacoma Drive SW
Lakewood, WA 98499

Spanaway Branch

17007 Pacific Avenue S
Spanaway, WA 98387

How to Contact Your Credit Union

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

Phone: 253-964-3113 or
Toll Free: 866-968-7128
Email: membercontactcenter@youracu.org

Keep This Booklet for Your Records

Last revised November 1, 2024

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

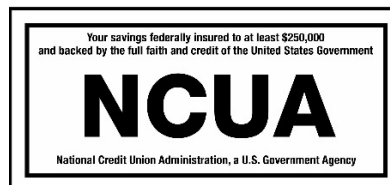


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FACTS

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

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- account balances and payment history
- credit history and credit scores

How?

All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons America's Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does America's Credit Union share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences	No	We do not share
For our affiliates' everyday business purposes— information about your creditworthiness	No	We do not share
For nonaffiliates to market to you	Yes	Yes

To limit our sharing

- Call toll free 866-968-7128 or local 253-964-3113 press 1, then # to speak to a Member Contact Center Representative.

Please note:

If you are a *new* member, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our member, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

Questions?

Call toll free 866-968-7128 or local 253-964-3113 press 1, then # to speak to a Member Contact Center Representative.

What we do

How does America's Credit Union protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does America's Credit Union collect my personal information?

We collect your personal information, for example, when you

- open an account or deposit money
- pay your bills or apply for a loan
- use your credit or debit card

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

What happens when I limit sharing for an account I hold jointly with someone else?

Your choices will apply to everyone on your account.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *None*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Nonaffiliates we share with can include companies, such as, insurance companies.*

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include insurance companies and credit card companies.*

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 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 and must satisfy the membership requirements in 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, trust, or other fiduciary relationship qualified for Credit Union membership. If the account is an individual account, the interest of a deceased individual owner will pass, subject to applicable law, to the decedent's estate 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). A surviving owner's interest is subject to the Credit Union's statutory lien and security interest for the deceased owner's obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

Rights of Joint Account Owners

Any joint account owner is authorized and deemed to act for the other owner(s). The Credit Union may accept orders and instructions regarding the account and requests for future services from any other account owner, including 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 Account 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 about 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. Accounts for Living Trusts

An account of a living trust is an individual account held by one or more trustees of a trust for the benefit of one or more beneficiaries pursuant to a revocable trust agreement. Upon request of the Credit Union, the trustee shall sign an Account Authorization Card and provide any other evidence of the trustee's authority the Credit Union requires. Trustee warrants that a valid living trust has been created, currently exists, and that the trustee and primary beneficiary are eligible for membership in the Credit Union. The Credit Union does not act as a trustee and is under no obligation to inquire as to the powers or duties of the trustee(s). Trustee agrees to notify

the Credit Union in writing if a change of trustee occurs. The Credit Union may withhold payment of funds to any party until proper evidence of authority is provided. The Credit union may rely upon the directions of any one trustee until a written notice of revocation of the living trust is received. Funds may be released to any one trustee acting alone or with a co-trustee. The trustee(s) agrees to indemnify and hold the Credit Union harmless of any liability, claim, damage or loss arising as a result of unauthorized acts of any trustee or former trustee or acts of any trustee upon which the Credit Union relies prior to notice of revocation of the trust. This Agreement shall be binding on the trust, any trustee, successor trustee and beneficiaries.

8. 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.

9. 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.

10. 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 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 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 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.

11. Account Access

Authorized Signature

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 open your account electronically and/or do not provide us with a physical signature, you agree that we may, without liability, accept as genuine any signature that appears to be yours. If you have authorized the use of a facsimile signature, the Credit Union may honor any draft that appears to bear your facsimile signature even if it was made by an unauthorized person. If you give your account number to a third person, you authorize us to honor transactions initiated by the third person even if you did not 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, 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

- a. 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.
- 12. 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 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 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.

13. 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.

14. Withdrawal Restrictions

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

15. Overdrafts

Order in Which Checks and Other Items are Paid. In general, we pay checks and other transactions in the order in which they are presented to us for payment, regardless of when you issued or authorized them. Insufficient

balances on your account may result from 1) checks, 2) automated clearing house (ACH) debits such as online bill payment transactions, 3) payments authorized by an owner or other withdrawal requests, 4) items deposited by an owner and returned unpaid by the paying institution, and 5) imposition of service charges. Checks and ACH debits may be presented to us in batches or data files and are paid when we process the data file. Checks in the same data file may be processed in any order we deem appropriate. Checks presented for payment at one of our branches are processed at the time of payment. Debit card transactions are processed when they are transmitted to us, which may occur at the time of the transaction or up to several days later. The merchant or its processor determines when the transaction will be transmitted to us. When a merchant obtains authorization for a debit card transaction, we place a temporary hold against the funds in the account for the authorized transaction. In some cases, such as restaurants, gas stations, or car rental transactions, there may be a hold for an initially authorized amount, but the transaction is submitted at a different amount. You should be certain there are always enough funds in your account to pay checks or other transactions you authorize, or those checks or transactions will be handled according to the overdraft and insufficient funds terms of this Agreement or paid under one of our check overdraft services if applicable. You agree that we may change these practices at any time without prior notice to you to address data processing constraints, changes in law, regulation, clearing house rules or business concerns.

Determination of Available Balance to Pay Items. Checks and other transactions on your account are paid based on your available balance, and not the actual balance. Your actual balance is the amount of funds in the account at a point in time based on transactions that have posted to the account at that time. Your available balance is the amount of funds in the account that are available to pay checks, ACHs, and other items presented against the account without incurring an overdraft or non-sufficient funds fee or transferring funds from another account. The available balance is generally equal to the actual balance, less the amount of any holds placed on recent deposits, holds placed for other reasons, and holds for pending transactions (such as debit card purchases) that we have authorized but that have not yet posted to your account. If an item presented for payment against your account exceeds the available balance, we will treat it as presented against non-sufficient funds even if the actual balance exceeds the amount of the item.

Responsibility for Items Presented Against Insufficient Available Funds. If on any day, the available funds in your checking account are not sufficient to cover checks and other items posted to your account, those checks and items will be handled in accordance with our overdraft procedures or an overdraft protection plan you have with us. The Credit Union's determination of an insufficient account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the account required. The Credit Union has no duty to notify you of an insufficient funds check. Your account will then be subject to a charge for the item whether paid or returned as set forth in the Rate and Fee Schedule. We may charge a fee each time a check or item is submitted for payment. If the same item is presented more than once and our processing system is able to determine that we previously imposed a return fee for the same item, we will not impose a new fee. However, the Credit Union will not charge an overdraft fee for covering an everyday ATM or debit card purchase transaction unless you request such protection. Except as otherwise agreed in writing, the Credit Union, by covering one or any overdraft, does not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time. If the Credit Union pays a draft that would otherwise overdraw your account, you agree to pay the overdraft amount immediately. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any midnight deadline limits.

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

- a. Savings Overdraft Transfers. If we approve your request for Overdraft Protection, we will honor checks and other items drawn on

insufficient funds in your checking account by transferring the funds from a savings account or other deposit account as you designate. If you have enough funds in your savings account, you authorize us to automatically transfer funds in amounts necessary to cover any overdraft on your checking account. If your savings account balance is insufficient to cover the amount of the overdraft, we will only transfer the available funds to cover the amount of the overdraft, if another overdraft protection plan is available, we will not overdraw your savings account. If another overdraft protection plan is not available, we will return the check or item unpaid. There is an overdraft transfer fee for each overdraft transfer made as provided on the Fee Schedule. You may opt out of this overdraft transfer service at any time by notifying us verbally or in writing.

- b. Line of Credit Overdraft Transfers. We will honor checks and other items drawn on insufficient funds in your checking account by transferring the funds from an approved Line of Credit Account of yours. If you are within the credit limit of your line of credit account, you authorize us to transfer funds in amounts necessary to cover the overdraft. If your credit limit is insufficient to cover the overdraft amount, we will transfer the funds available to cover the overdraft if another overdraft protection plan is available to pay the remaining balance. If another overdraft protection plan is not available, we will return the check or item unpaid. There is an overdraft transfer fee for each overdraft transfer made as provided on the Fee Schedule and interest will begin to accrue from the date of any advance transfer. You may opt out of this overdraft transfer service at any time by notifying us verbally or in writing.
- c. Overdraft Service. We offer a discretionary overdraft service (the "Overdraft Service") to cover overdrafts on your checking accounts. The Credit Union offers the Overdraft Service to eligible consumer checking account owners who qualify. The Overdraft Service is not offered to minors, fiduciary, or anyone who has caused a financial loss to the Credit Union, anyone with a past due loan payment at the Credit Union or anyone who has enrolled in a debt management program. The Overdraft Service is provided to qualified accounts automatically for checks, ACH and online transactions and you have the option to opt out of the service at any time. The Overdraft Service will be provided for ATM and debit card purchase transactions only if you expressly request ("opt-in") the Overdraft Service for these transactions.

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

- a. Discretionary Service. Under the Overdraft Service, we are not obligated to pay any check or item presented for payment if your account does not contain sufficient funds. We may, as a discretionary service and not as a right of yours or our obligation to you, pay overdrafts up to an approved overdraft limit under the terms of this service and subject to this Agreement. This overdraft service is not a line of credit, is not guaranteed, and is independent of any loan arrangement you may have with us. We will not pay an overdraft for you in excess of any limit we have established for your account type. Also, we may refuse to pay an overdraft for you at any time, even if we have previously paid overdrafts for you.
- b. Overdraft Transactions Covered. Subject to the opt-in requirement set forth above, if on any day you do not have available funds in your account, the following transactions, which may result in an insufficient or negative balance ("overdrafts"), may be covered under our service: checks, debit card purchases, online or other electronic funds transfers, ACH debits and other payments or withdrawals authorized by you, account service charges, pre-authorized drafts, and any other items that may be posted to your account. If we pay an item, we will pay the item in the order it is presented or received by us, regardless of amount and in accordance with our normal operating procedures for such checks, items or transactions.
- c. Overdraft Limit. If you qualify, the Credit Union may pay overdrafts

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

- d. Notification. We have no obligation to notify you before we pay or return any item.
- e. Overdraft Fees. There is a fee for each overdraft check or item we pay as set forth on the Rate and Fee Schedule. If we do not pay the overdraft, there is a Returned Item fee for each check or item we return as set forth on the Rate and Fee Schedule. These fees may be amended as set forth in our Rate and Fee Schedule. We may charge a fee each time a check or item is submitted for payment. If the same item is presented more than once and our processing system is able to determine that we previously imposed a return fee for the same item, we will not impose a new fee. There is no limit on the amount of overdraft fees that we will charge on any one day.
- f. Member Repayment Responsibility. You agree your overdraft balance, including applicable overdraft fees, is due and payable upon demand. If there is more than one owner on an account, all owners are jointly and severally liable for repayment of the overdraft balance. If you fail to repay your overdraft balance within 31 days of notice from us, we may immediately suspend the Overdraft Service. Accounts may be closed for failure to repay overdraft balances, and we will report account closures to consumer reporting agencies.
- g. Member Opt-Out Right. We offer the Overdraft Service as a service and convenience to members for incidental overdrafts. We do not encourage you to repeatedly overdraw your account. We encourage you to manage your finances responsibly. You may opt out of the Overdraft Service at any time by notifying us verbally or in writing. We may require that any verbal opt-out be confirmed in writing. You understand that by opting out of this service, we may refuse to pay any check or item that is presented against an insufficient balance on your account, and you will be responsible for any Returned Item fees. You are still responsible to pay any overdraft, even if you have opted out of the service.

16. 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.

17. 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 to 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.

18. 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.

19. Credit Union's Liability for Errors

If the Credit Union does not properly complete a transaction according to this Agreement, the Credit Union may 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.

20. 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.

21. 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.

22. 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.

23. 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 and all fees and other agreements provided to you in connection with this account are subject to change at any time. The Credit Union will notify you of any changes in account terms, rates, or fees as required by law. The Credit Union reserves the right to require written consent of all account owners for a change of ownership, such as adding a joint owner. The member may remove another joint owner from the account. The Credit Union reserves the right to waive any term in this Agreement. Any such waiver shall not affect the Credit Union's right to enforce any right in the future.

Effect of Notice

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

24. 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.

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, via phone at 253-964-3113 or toll free at 866-968-7128 or by any other reasonable means.

25. 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.

26. 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) becomes property of the Credit Union and may not be returned to you. You agree to keep a copy or carbon copy of your original check 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. For electronic services, you have separate requirements for examining your statements and notifying us of statement errors or unauthorized electronic

funds transactions as set forth in the Electronic Services Service Agreement

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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. Enforcement

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

33. Governing Law

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

34. Binding Arbitration of Claims and Disputes Agreement

RESOLUTION OF DISPUTES BY ARBITRATION: THIS SECTION CONTAINS IMPORTANT INFORMATION REGARDING YOUR ACCOUNTS AND ALL RELATED SERVICES. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION

PROCEDURES MAY BE MORE LIMITED THAN RULES APPLICABLE IN COURT.

Agreement to Arbitrate Disputes

Either You or We may elect, without the other's consent, to require that any and all disputes between us arising out of, affecting, or relating in any way to Your Accounts or the products or services related to your Accounts or any aspect of Your relationship with Us be resolved by binding arbitration, except for those disputes specifically excluded below.

No Class Action or Joinder of Parties

YOU ACKNOWLEDGE THAT YOU AND WE AGREE THAT NO CLASS ACTION, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY, MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED. Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction), whether or not the claim may have been assigned.

Disputes Covered by Arbitration

YOU ACKNOWLEDGE THAT IN ARBITRATION THERE WILL BE NO RIGHT TO A JURY TRIAL. Unless otherwise provided herein, any claim or dispute relating to or arising out of Your Accounts or the services related to your Accounts or our relationship will be subject to arbitration, regardless of whether that dispute or the facts underlying or giving rise to that dispute arose before or after your receipt of this notice. Disputes include claims made as part of a class action, private attorney general, or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis and the arbitrator may award relief only on an individual (non-class, non-representative) basis. Disputes also include claims relating to this arbitration agreement's enforceability, validity, scope, or interpretation. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration agreement in the broadest way the law will allow it to be enforced.

All disputes are subject to arbitration, no matter what legal theory they are based on, or what remedy (damages, or injunctive or declaratory relief) they seek. Disputes include any unresolved claims concerning any services relating to Your Accounts. Disputes include not only claims made directly by You, but also made by anyone connected with You or claiming through You, such as a joint account holder, account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Disputes include not only claims that relate directly to the Credit Union, but also its affiliates, successors, assignees, employees, and agents, and claims for which We may be directly or indirectly liable, even if We are not correctly named at the time the claim is made. Disputes include claims based on any theory of law, contract, statute, regulation, tort (including fraud or any intentional tort), or any other legal or equitable ground, and include claims asserted as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and claims made independently or with other claims. If party initiates a proceeding in court regarding a claim or dispute which is included under this arbitration provision, the other party may elect to proceed in arbitration pursuant to this arbitration provision.

Disputes Excluded from Arbitration

Disputes filed by You or by Us individually in a small claims court are not subject to arbitration, so long as the disputes remain in such court and advance only an individual (non-class, non-representative) claim for

relief. However, if a matter in small claims court is removed, transferred, or appealed to a non-small claims court, that claim shall be subject to this arbitration agreement. Claims or disputes arising from your status as a borrower under any loan agreement with the Credit Union are also excluded from this particular arbitration agreement but shall remain subject to any other applicable arbitration provision contained in any other agreement governing or applicable to such loan or indebtedness.

Mediation Requirement Prior to Filing a Claim in Arbitration

Prior to either party filing a claim in arbitration and as a necessary condition precedent to doing so, You or We shall first make a written demand upon the other party setting forth their claim at Our street address set forth below or at Your last street address or email address on record. The demand should describe the nature of the problem, claim, or dispute and set forth the specific relief the claimant desires, including the amount of any monetary damages sought.

The parties shall then attempt in good faith to use their best efforts to resolve the dispute for a minimum of 60 days before any claim may be filed in arbitration. This time period may be extended by mutual agreement. During this time period, both parties agree to toll any applicable statute of limitations. Under no circumstances may either party make a claim in arbitration against the other prior to the completion of the pre-arbitration time period.

Within the first 30 days of the pre-arbitration time period, the parties shall confer at least once by phone, in person, or by videoconference at a mutually convenient date and time to discuss the potential resolution of the claim.

If either party commences a claim in arbitration without first attempting to resolve their dispute in good faith through mediation, then that party shall not be entitled to recover any attorney fees in arbitration, even if they would otherwise have been available to that party.

Commencing an Arbitration

The arbitration must be either conducted by a neutral arbitrator selected by agreement of the parties or filed with the following neutral arbitration forum and follow its rules and procedures for initiating and pursuing an arbitration:

JAMS
1-800-352-5267 (toll-free)
www.jamsadr.com

If You initiate the arbitration, You must notify Us in writing at:

America's Credit Union
PO Box 5060
DuPont, WA 98327

If We initiate the arbitration, We will notify You in writing at Your last known address on file. You may obtain a copy of the arbitration rules and additional information about initiating an arbitration by contacting JAMS

The arbitration shall be conducted in the same city as the U.S. District Court closest to Your home address unless the parties agree to a different location in writing.

Administration of Arbitration

The arbitration shall be decided by a single, neutral arbitrator. The arbitrator will be either a lawyer with at least ten years' experience or a retired or former judge selected in accordance with the rules of the arbitration forum. The arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules & Procedures in effect on the date the arbitration is filed or such other rules as to which the parties may agree. If there is a conflict between a particular provision of the JAMS

Rules and this arbitration agreement, this arbitration agreement will control. If JAMS is unable or unwilling to handle the claim for any reason, then the matter shall be arbitrated by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the Federal Arbitration Act). The neutral arbitrator selected by the parties or the court shall apply the Federal Rules of Evidence and the Federal Rules of Procedure concerning discovery, except that the below class action waiver is specifically enforceable notwithstanding any Federal Rule of Procedure to the contrary.

You understand and agree that the applicable rules and procedures in arbitration may limit the discovery available to You or Us. The arbitrator must take reasonable steps to protect customer account information and other confidential information if requested to do so by you or by us. The arbitrator shall decide the dispute in accordance with applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, will honor claims of privilege recognized at law, and will be empowered to award only those damages or other relief provided for under applicable law. The arbitrator will not have the power to award relief to, or against, any person who is not a party to the arbitration other than, as allowed by law, a joint account holder or any entity in privity with either party as to the claim at issue. An award in arbitration shall determine the rights and obligations between the named parties or those in direct privity with the named parties only, and only in respect of the claims in arbitration, and shall not have any bearing on the rights and obligations of any other person other than those identified in the foregoing sentence, or on the resolution of any other dispute. You or we may choose to have a hearing and be represented by counsel. The decision rendered by the arbitrator shall be in writing. At Your or Our request, the arbitrator shall issue a written, reasoned decision following applicable law, and relief granted must be relief that could be granted by a court under applicable law. Judgment on the arbitration award may be entered by any court of competent jurisdiction.

Costs

If you initiate a claim for arbitration, you understand that you will be required to pay an initial filing fee in accordance with the rules of the arbitration forum. However, we will pay any other filing, administration, and arbitrator fees as imposed by the arbitration forum. Each party shall bear the expense of their respective attorneys, experts, witnesses, and other expenses, regardless of who prevails, but a party may recover any or all costs and expenses from another party if the arbitrator, applying applicable law, so determines.

Right to Resort to Provisional Remedies Preserved

Nothing herein shall be deemed to limit or constrain Our right to resort to self-help remedies, such as the right of set-off or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien We may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies.

Arbitration Award

The arbitrator's award shall be final and binding unless a party appeals it in writing to the arbitration forum within fifteen days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. The appeal must request a new arbitration before a panel of three neutral arbitrators selected in accordance with the rules of the same arbitration forum. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same manner as allocated before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. A final and binding award is subject to judicial intervention or review only

to the extent allowed under the Federal Arbitration Act or other applicable law. A party may seek to have a final and binding award entered as a judgment in any court having jurisdiction.

Governing Law

You and we agree that our relationship includes transactions involving interstate commerce and that this arbitration agreement is governed by, and enforceable under, the Federal Arbitration Act in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the nature or origin of the claim. To the extent state law is applicable, the laws of the state of Washington shall apply.

Severability, Survival

This arbitration agreement shall survive (a) termination or changes to Your accounts or any related services; (b) the bankruptcy of any party; and (c) the transfer or assignment of your Accounts or any related services. If the Class Action Waiver in this specific arbitration agreement is found to be unenforceable for any reason, then the remainder of this arbitration agreement shall also be unenforceable. If any provision in this arbitration agreement, other than the Class Action Waiver, is found to be unenforceable, then the remaining provisions shall remain fully enforceable. Notwithstanding anything in this binding arbitration of claims and disputes agreement and class action waiver to the contrary, any amendment or termination of this arbitration agreement by statute, by administrative action or otherwise, shall not apply to the claims that arise out of, affect or relate to conduct that occurred prior to the effective date of such amendment or termination.

Applicability

The requirement to arbitrate will not apply to Your Account as long as You are a Service Member of the U.S. military on active duty.

Right to Reject this Arbitration Agreement

You have the right to opt-out of this agreement to arbitrate if You opt out within 30 days after You have opened or joined your first Account with Us, either as a member or as a joint account holder. However, if We sent or offered You this or any version of an agreement to arbitrate for the first time after your first Account was opened, You must opt out within 30 days after We sent our notice and the agreement. To opt-out, send Us written notice as follows: (i) your written notice must include your name, as listed on your account, your account number, and a statement that You reject this agreement to arbitrate, and, (ii) You must send your written notice to Us at the following address: America's Credit Union, PO Box 5060, DuPont, WA 98327 or Membercontactcenter@youracu.org

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 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. *Share Certificates*, you have the option to have dividends paid at maturity.

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 Tree Fort Club 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. 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.

8. Guaranteed Rate Accounts

The Dividend Rate is guaranteed for six months provided the balance does not 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.

9. Tiered Rate Checking Accounts

- **Affinity Free Checking** is a tiered rate checking account. If the account qualifications (as set forth below) are met for a qualification cycle, the applicable qualifying rate will apply to the balance in the account for that cycle. The Dividend Rate specified for a tier will apply only to the portion of the account balance that is within that tier. The range of annual percentage yield(s) (which vary depending on the balance in the account) are shown for each tier. To earn the qualifying dividend rate and APY, 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.

10. Health Savings Accounts (HSAs)

HSAs are used in conjunction with a high-deductible health plan and require a separate signed application. An HSA allows you to make deductible contributions which can be used to pay for qualified medical expenses. An 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.

11. 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.

12. 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 1st 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 cannot 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.

13. 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 Free Checking Account. Teen Checking is not a dividend paying account.

14. Share Certificates

1. Rate Information

The Annual Percentage Yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the Dividend Rate and frequency of compounding for an annual period. Dividend Rate and Annual Percentage Yield are fixed and will be in effect for the term of the account. Annual Percentage Yield assumes that dividends will remain on deposit until maturity. A withdrawal of dividends will reduce the Annual Percentage Yield. The Credit Union may offer special rate promotions from time to time based on your account relationship with us.

- a. **Flex Certificates.** You may make deposits of at least \$100 at any time during the term of your Flex Certificate provided the principal balance does not exceed twice your Original Principal Balance or \$100,000 whichever amount is less.
 - b. **Bump-Rate Feature.** With a Flex Certificate, you have the option of changing the interest rate once, at any time during your initial and subsequent renewal terms, to the Credit Union's then-current dividend rate with a like term. Once you use this bump-rate option, the then-current dividend rate will be the rate on your account until maturity. Your Annual Percentage Yield will change accordingly if you exercise this option.
 - c. **Super Bump Flex Certificates.** Same great benefits as a Flex Certificate but offers unlimited "bumps." This means that you can contact the Credit Union and have your rate increased to the current published rate for a like term as market rates rise during initial and subsequent renewal terms. You may make deposits of at least \$100 at any time during the term of your Flex Certificate provided the principal balance does not exceed twice your Original Principal Balance or \$100,000 whichever amount is less.
 - d. **Individual Retirement Accounts (IRAs).** IRA Certificates can be opened for 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.
 - e. **Veterans Family Fund Certificates.** After the dividends have been posted to the account, 50% of the dividends will be paid directly to the Veterans Family Fund.
- **Transaction Limitations.** After your account is opened, you may make withdrawals of dividends after crediting. For Flex Certificates, you can make additional deposits of \$100 at any time; see paragraph 1a and 1b above for additional deposit limitations.
 - **Maturity.** Your account will mature on the date set forth in the account Share Certificate. See the current Deposit Rate & Fee Schedule for a listing of all maturity terms.
 - **Early Withdrawal Penalty.** If you withdraw principal prior to the maturity date an Early Withdrawal Penalty may be assessed, and the account closed.
 - **Amount of Penalty.** The amount of the early withdrawal penalty is based on forfeiture of dividends. The forfeiture of an amount equal to 90 days of dividends on the amount withdrawn or all dividends on the

amount withdrawn since the date of issuance or renewal, whichever is less.

- **How the Dividend Forfeiture Penalty Works.** The Dividend forfeiture penalty is calculated as a forfeiture of part of the dividends that have been or would have been earned on the account. It applies whether or not the dividends have been earned. In other words, 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 under the following circumstances:
 - i. When an account owner dies or is determined legally incompetent by a court or other body of competent jurisdiction.
 - ii. Where the account is an Individual Retirement Account (IRA) and any portion is paid within the grace period, or if the required annual minimum distribution amount is paid, or where the IRA owner becomes disabled.
- **Renewal Policy.** For all accounts, your account will automatically renew for another term upon maturity at the current rates and terms of the specific certificate share account as published in the Deposit Rate & Fee Schedule. You have a grace period of ten (10) calendar days after maturity in which to withdraw funds in the account without being charged an early withdrawal penalty.
- **Non-transferable/Non-negotiable.** Your account is non-transferable and nonnegotiable. The funds in your account may not be pledged to secure any obligation of an owner, except obligations with the Credit Union.

15. National Credit Union Share Insurance Fund

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

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 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 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 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 ninth business day after the day of your deposit.

6. Deposits at Nonproprietary ATMs

Funds from any deposits (cash or check) made at automated teller machines (ATMs) we do not own or operate will not be available until five (5) business days after the date of your deposit. This limit does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified accordingly.

IV. ELECTRONIC SERVICES AGREEMENT

This Agreement is the contract, which covers your and our rights and responsibilities concerning the Electronic Services including: Online and Mobile Banking, Bill Pay, ATM and Debit Cards, and Direct Deposit and Mobile Deposit services (collectively "Electronic Services") offered to you by America's Credit Union ("Credit Union"). In this Agreement, the words "you" and "yours" mean those who enroll for any of the Electronic Services and any authorized users. In this Agreement the words "we" and "us" and "our" and "ours" mean America's Credit Union. The word "account(s)" means any one or more savings, checking and loan accounts you have with the Credit Union. Electronic funds transfers ("EFTs") are electronically initiated transfers of money through direct deposits, automated teller machines, point of sale transactions, debit card purchases, and online transactions involving your deposit account. By signing the account card or submitting an electronic services approved enrollment, you agree to the following terms governing your and our rights and responsibilities concerning the Electronic Services provided to you.

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.

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.

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. The Online Banking service is accessible seven (7) days a week, 24 hours a day. However, from time to time, some or all the Online Banking services may not be available due to system maintenance. You will need a personal computer or other connection device and a web browser. The online address for the Online Banking service is www.youracu.org. You are responsible for the installation, maintenance and operation of your computer or other connection device and modem. The Credit Union will not be responsible for any errors or failures involving any telephone service or your computer or other connection device.

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;
- Setup transfers to and from external 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.

Consumer Origination (P2P) via Online Banking:

- P2P is a service that allows users to send money via Online Banking to others using a cell phone number or an email address through a network we select.
- *Payment Network Relationship with You.* The payment network we select is a payment service provider that helps you make payments to third parties. It is an independent contractor for all purposes, except that it acts as your agent with respect to the custody of your funds only. The payment network does not have control of, or liability for, the payment for products or services with our service. We are not responsible for the identity of any recipient to whom you have authorized a payment or ensure that a recipient will complete a transaction.
- *Eligibility for P2P Payments.* You authorize the Credit Union and the payment network, directly or through authorized third parties, to make any inquiries considered necessary to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report and verifying your Information against third party databases or through other sources. The Credit Union will, at its sole discretion, authorize the use of P2P and may at its sole discretion disallow the use of P2P payments from any Credit Union member.
- *Making Transfers.*
 - *Transfers.* When an Online Banking P2P Payment is made, the funds are immediately transferred from your account for transfer and are credited to the payment network to provide funds to the recipient. You agree that such requests constitute your authorization to us and the payment network to make the transfers. Once you have provided your authorization for the transfer, you may not be able cancel the electronic Transfer.
 - *Refused and Refunded Transactions.* When you send money, the recipient is not required to accept it. You agree that you will not hold the payment network or the Credit Union liable for any damages resulting from a recipient's decision not to accept a payment made through the service. If a payment is unclaimed, denied or refunded for any reason, we will return the money to your Account within 30 Days of the date you initiate payment. If a recipient does not have an account with the payment network and does not set one up within 30 days of your transaction date, you can request that the funds are returned to you before the 30-day period by using the return function in the online banking P2P screen.

Mobile Banking Services

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 your 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.* 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 866-968-7128 or 253-964-3113. We reserve the right to change or cancel Mobile Banking at any time without notice. We may 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.

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.

E-Alerts

You may elect to receive E-Alerts through your ACU Online Banking account. E-Alerts are e-mails sent to you to notify you of certain transactions or events happening on your account. Each E-Alert can be sent to multiple e-mail or cellular phone addresses within minutes of the actual transaction. The E-Alert program is free with Online Banking enrollment. Through Online Banking you select from a list of E-Alerts you want delivered to you by e-mail and or your cellular phone. You must know the e-mail address of your cellular phone, however depending on the rate plan with your cellular phone service provider you may incur

standard text messaging or data charges. Due to message length, you may receive an abbreviated version of a "Moderate" or "Specific" detail level E-Alert when sent to a cellular phone. You can change or cancel your E-Alerts anytime through your ACU Online Banking account.

2. Service Limitations

ATM/Debit Card

1. Withdrawals. Cash withdrawals from 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. 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.
3. Purchases. Debit card purchase transactions performed as a POS can be made up to twenty times in a twenty-four hour 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.
4. HSA Credits. HSA credits will be considered current year contributions unless you give ACU prior notice.

Online Banking

The following limitations on Online Banking transactions may apply:

Transfers

You may transfer funds between your accounts as often as you like. You may transfer or withdraw up to the available balance in your account, 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.

E-Mail

You may use 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 \$25,000 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 when sent electronically. When the payment is sent by the form of a check, the payment will be deducted when the check clears your account. All scheduled payments 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 from 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 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

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 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, you must notify us immediately if you believe anyone has used your card or password and accessed your accounts without your authorization. For EFT transactions, if you notify us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not notify us within two (2) business days after you learn of the unauthorized use of your account or Password, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500.

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

If you believe your 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, 866-968-7128 during regular hours or write: America's Credit Union, PO Box 5060, DuPont, WA 98327 or contact us electronically by sending e-mail messages through the Online Banking Service: www.youracu.org.

5. 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.

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

Purchases and cash advances made in foreign countries will be billed to you in U.S. dollars. The currency conversion rate for international transactions as established by VISA International, Inc. is a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable transaction, which rate may vary from the rate VISA itself receives, or the rate mandated by a government or governing body in effect for the applicable Transaction. In addition, 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. This fee applies to any card transaction made at a location in a foreign country, or payable to a merchant located in a foreign country even if you initiate the transaction from within the United States.

7. Transaction & Account Information

Periodic Statements

Transfers and withdrawals transacted through an ATM, online or mobile banking, bill pay, or external transfer services will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

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 checking your Online Banking www.youracu.org or calling 253-964-3113 or toll free, 866-968-7128. 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. 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. Our sole responsibility for an error in a transaction will be to correct the error and in no case will we be liable for any indirect, special, incidental, or consequential damages. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. The Credit Union will not be liable for the following:

- 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 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 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

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

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, 866-968-7128 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, 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) 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.

ATM Safety Notice

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

- d. Be aware of your surroundings, particularly at night.
- e. Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- f. 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.
- g. 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.
- h. 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.
- i. If you are followed after making a transaction, go to the nearest public area where people are located.
- j. Do not write your personal identification number or code on your

ATM card.

k. Report all crimes to law enforcement officials immediately.

14. 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.

15. 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. 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. 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, which 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.
- l. 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 and write "For ACU Mobile Deposit Only" 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 \$25,000 per business day for all items. The maximum amount per item is \$10,000. 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, 866-968-7128 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, 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.